



Sleep Week - Contest Official Terms

These Official Rules govern "Sleep Week" (the "Sweepstakes") offered by The Benjamin Hotel (the "Sponsor").

Important: Please read these rules before entering this Contest promotion (the "Promotion"). By participating in this Promotion, you agree to be bound by these Official Rules and represent that you satisfy all of the eligibility requirements below.

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN THIS PROMOTION. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. INTERNET CONNECTION REQUIRED.

1. Eligibility. PURCHASE WILL NOT INCREASE ODDS OF WINNING. VOID WHERE PROHIBITED. PROMOTION OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND DISTRICT OF COLUMBIA WHO ARE AT LEAST AGE 18 (OR THE AGE OF MAJORITY UNDER APPLICABLE LAW, WHICHEVER IS OLDER). IF YOU DO NOT MEET ANY OF THESE REQUIREMENTS, OR ANY OTHER ELIGIBILITY REQUIREMENTS IN THESE OFFICIAL RULES, YOU ARE NOT ELIGIBLE TO WIN PRIZES, AND THE BENJAMIN HOTEL ("SPONSOR") RESERVES THE RIGHT NOT TO AWARD PRIZES TO YOU.

To be eligible to win a prize, entries must be completed and received by Sponsor in the manner and format designated below. Directors, officers and employees of Sponsor and its participating sponsor(s) and any of their respective affiliate companies, subsidiaries, agents, professional advisors, advertising and promotional agencies, employees and immediate families and members of the same household of each are not eligible to win any prizes. All applicable federal, state and local laws and regulations apply. Instagram, Facebook or Twitter are not sponsors of this Contest and do not endorse or otherwise have any involvement with this Contest.

2. Promotion Period. The Promotion starts at 2:00PM EST Monday, March 11, 2019 and ends on or about 2:00PM EST Friday, March 15, 2019. All entries must be received during the Promotion Period and meet all other requirements in these Official Rules to be eligible to win a prize. Entry into this Promotion

does not constitute entry into any other promotions, contests or sweepstakes. Sponsor's computer is the official clock for this Promotion.

3. How to Enter SLEEP WEEK Contest. You may enter this Sweepstakes online via The Benjamin Instagram page. All entries must be received by 2:00PM EST Friday, March 15, 2019. All entries become the property of The Benjamin Hotel and will not be returned. The Benjamin Hotel shall determine timeliness of entries in its sole discretion. Entry: Tag a friend who you want to bring to The Benjamin Hotel for a Rest & Renew experience. Follow @thebenjaminhotel during March 10th -15th for a chance to win a pillow (offered to one winner each day during the promotion). You and your tagged friend must follow @thebenjaminhotel to be entered to win. One grand prize winner on World Sleep Day March 15th, will win a weekend suite stay in a one-bedroom suite with a personal sleep consultation with Dr Rebecca Robbins over lunch at The National + yoga workout session by Sanatio Spa and a pillow of your choice from our 10-choice pillow menu. Winners will be announced via Instagram on March 15th.

Online entrant must be the registered subscriber of the social media account or email address by which the entry is made. Entries made by any individual or any entity other than the named entrant and/or originating at any other Internet Website, including (but not limited to) commercial sweepstakes subscription notification and/or entering service sites are void.

4. Content Guidelines and Restrictions for Entries

- You must have full rights to post your entry on your respective social media account
- Your entry must not contain material that violates or infringes upon any person's or entity's rights including, without limitation, rights of publicity, rights of privacy (including, without limitation, the right not to be held in a false light), trademarks, copyrights, or other intellectual property or proprietary rights;
- Your entry must not disparage any person, product, service, or entity;
- Your entry must be tasteful, consistent with Sponsor's brand and image, must not be harmful to Sponsor's brand or image, and must not contain material that is inappropriate, indecent, obscene, hateful, tortious, or defamatory;
- Your entry must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- Your entry must not contain material that violates any applicable law or regulation. By submitting your entry, you confirm that that your entry conforms to the Content Guidelines and Restrictions listed above and that failure to comply may result in disqualification.

For All Entry Methods: All requested information and material must be provided for your entry to be valid. Failure to submit all required information in the manner required in these Official Rules may result in disqualification. Entries received from any person (using multiple or different Instagram accounts or

other applicable accounts) or email address in excess of the stated limit will be void. You must have signed permission from all individuals (including without limitation parents/legal guardian of children, if featured and if not your own) that appear in the entry to use their name, likeness, image, and persona in the entry. Proof of online entry will not be deemed to be proof of receipt of entry by Sponsor.

5. Disclaimer. Sponsor, Instagram, Facebook, Twitter and all participating sponsors, and any of their respective parent companies, subsidiaries, affiliates, directors, officers, professional advisors, employees and agencies (collectively, the "Released Parties") are not be responsible for: (a) any inaccurate or incorrect entry information, human errors, late, lost, misrouted, garbled or distorted or damaged transmissions or entries; (b) telephone, electronic, hardware, software, network, Internet, or other computer- or communications-related malfunctions, interruptions, failures, omissions, deletions, defects, errors, or failures; (c) any Promotion disruptions, injuries, losses or damages caused by events beyond the control of Sponsor or by non-authorized human intervention; or (d) any printing or typographical errors in any materials associated with the Promotion, including, without limitation, any injury or damage to you, your computer, or any other person or person's computer in connection with your participation in this Promotion)

6. Prizes and Selection and Notification of Winner. Winner will be randomly selected and announced on @thebenjaminhotel Instagram account on 3/11, 3/12, 3/13, 3/14 and 3/15. The winner each day to select a pillow from The Benjamin's pillow menu. One grand prize winner, chosen on 3/15 to win a two-night complimentary overnight stay at The Benjamin, a pillow, a personal sleep consultation with Dr. Rebecca Robbins over lunch at The National, and a personal yoga workout session facilitated by Sanatio Spa. Room night is subject to availability and do not include taxes or incidentals. To claim a prize, potential winners should follow the instructions contained in their notification. Sponsor is not responsible for any failure of delivery of notice. Potential winners will be required to respond to Sponsor's notification within 48 hours and in accordance with the instructions contained in the winner notification or the prize will be forfeited and you will be disqualified. As a condition of being awarded any prize, winner may (in Sponsor's sole discretion) be required to execute and deliver to Sponsor a signed affidavit of eligibility, acceptance of these Official Rules, release of liability, and any other legal, regulatory, or tax-related documents required by Sponsor in its sole discretion. Failure to fully complete, execute and return all forms specified in the required time frame may result in the potential winner's disqualification. In the event of a potential winners disqualification or any other disqualification permitted under these Official Rules, or in the event that any prize notification or the prize itself is returned as undeliverable, for any reason, Sponsor may, in its sole discretion, choose to select an alternate prize winner or elect not to award the prize to anyone.

7. Sponsor shall have the right to disqualify any entry that Sponsor determines, in its sole discretion, fails to comply with these Official Rules, the Terms of Use, or any law, rule or regulation in connection with this Promotion, or which otherwise exposes Sponsor to any unacceptable degree of technical, legal or financial risks or problems, uses text and/or other components in a manner objectionable to Sponsor or its affiliates (including, without limitation, tampering with the operation of this Promotion or engaging in conduct that is detrimental to or unfair to Sponsor, the Promotion, or any other entrant). Sponsor

reserves the right to lock out persons whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Promotion. Sponsor, in its sole discretion, may accept a technically incorrect entry. Sponsor's decisions are final and binding with respect to all matters relating to this Promotion.

8. Identity of Entrant. If a dispute arises about the identity of the entrant, entries made online will be declared made by the authorized account holder of the account or email address submitted at time of entry. An authorized account holder is defined as the natural person who created the Instagram profile or is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. The potential winners may be required to provide Sponsor with proof that the potential winner is the authorized account holder associated with a winning entry.

9. Odds; Taxes, Etc. Odds of winning a prize depend on the number of eligible entries received. ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNER. The approximate value of the prizes is based on available information provided to Sponsor, and the value of any prize awarded to winner may be reported for tax purposes as required by law. The prize winner may be required to provide Sponsor with a valid social security number or tax identification number for tax reporting purposes before the prize will be awarded.

10. General Release. By entering the Promotion, you release Sponsor, Facebook, Twitter and Instagram and all Released Parties from any liability whatsoever and waive any and all causes of action, for any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Promotion or delivery, mis-delivery, acceptance, possession, or use of or inability to use any prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory.

11. Use of Winner's Name, Likeness, etc. Except where prohibited by law, entry into the Promotion constitutes permission to use winner's name, Instagram username, likeness, persona, hometown, and prize information in all media now known or later devised throughout the universe in perpetuity for all purposes Sponsor deems appropriate--including, without limitation, for public-facing advertising, marketing, and promotional purposes--without further permission or compensation. As a condition of being awarded any prize, except where prohibited by law, winner may (in Sponsor's sole discretion) be required to execute a written consent, confirming Sponsor's right to use such winner's name, Instagram username, likeness, persona, hometown, and prize information without further permission or compensation.

12. Winner List; Rules Request. For the Winner List or a copy of these Official Rules, send a self-addressed, stamped envelope along with the request with subject line "US OPEN" Contest Winner List Request to The Benjamin Hotel mailing address listed below after March 31, 2019.

13. Disputes. Except where prohibited, you agree that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; (3) under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased; and (4) your remedies are limited to a claim for money damages (if any) and you irrevocably waive any right to seek injunctive or equitable relief. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the you and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of New York, U.S.A without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

14. Miscellaneous. You agree to be bound by these Official Rules and by the decisions of Sponsor, which are final and binding in all respects. Sponsor reserves the right to change these Official Rules at any time, in its sole discretion, and to suspend or cancel the Promotion or any entrant's participation in the Promotion should viruses, bugs, unauthorized human intervention, or other causes beyond Sponsor's control affect the administration, security or proper play of the Promotion, or Sponsor otherwise becomes (as determined in its sole discretion) incapable of running the Promotion as planned. Notwithstanding the foregoing, Sponsor reserves the right to amend, modify, or cancel the Promotion after posting notice at <https://www.thebenjamin.com/>. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. You agree to waive any rights to claim ambiguity of these Official Rules. Sponsor reserves the right to modify these Official Rules provided that such modifications do not materially alter the Contest. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event that there is a discrepancy or inconsistency between disclosures or other statements contained in any contest-related materials, privacy policy, or terms of use on the entry platforms and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern, and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion. Any provision of these Official Rules deemed unenforceable will be enforced to the extent permissible, and the remainder of these Official Rules will remain in effect. If you have any questions about these Official Rules or the Promotion, please mail them to the address listed in Section 18.

15. Privacy: For information about Sponsor's privacy policy and how any personal information you submit to Sponsor in connection with this Promotion will be used, please visit <https://www.thebenjamin.com/legal>

16. Sponsor: Denihan Hospitality Group, 551 5th Ave, Floor 9, New York, NY 10176.