

W Hotels – W Hotels #POSEWHENEVER Instagram Contest RULES

NO PURCHASE NECESSARY TO ENTER OR WIN.

OPEN ONLY TO LEGAL RESIDENTS OF Australia, Canada, United Kingdom of Great Britain and Northern Ireland, United States of America WHO ARE 18 YEARS OF AGE AND OLDER OR THE AGE OF MAJORITY IN THEIR JURISDICTION OF RESIDENCE AS OF DATE OF ENTRY. VOID WHERE PROHIBITED.

HOW TO ENTER: The W Hotels – W Hotels #POSEWHENEVER Instagram Contest (“Sweepstakes”) begins at 00:00:00US/Eastern on 2014-05-28 and ends at 00:00:00US/Eastern 2014-07-02 (“Sweepstakes Period”).

You may enter the Sweepstakes by:

- Via Instagram, submit your photo and short description using the #POSEWHENEVER in your post, and be sure to follow @whotels

All entrants who register and upload a photo will receive one (1) Entry into the Grand Prize drawing. Each entrant is allowed to enter unlimited/Day. All entry components submitted during the registration process shall herein be referred to as the “Submission”. Submissions that meet the Content Guidelines (as described below) will be posted to the W Hotels #POSEWHENEVER Instagram Contest Gallery. Submissions that do not meet the Content Guidelines will not be posted but if registration information is completed, a Sweepstakes Entry will be earned. All photos must follow the content guidelines. To enter via Instagram, upload photo to Instagram and include #POSEWHENEVER in the photo caption. Must follow @wbaliseminyak and @whotels on Instagram to be eligible to win.. Entries will not be judged. Any attempt by any participant to obtain more than the permitted Entry limit by using multiple and/or different identities, forms, registrations, addresses or any other method will void all of that participant’s Entries and that participant may be disqualified at Sponsor’s discretion. Multiple participants are not permitted to share the same email address. Normal Internet, phone and usage charges imposed by your online or phone service may apply. Incomplete, corrupted, or untimely entries are void and will be disqualified. Sponsor and its agencies are not responsible for lost, interrupted, or unavailable network, server, or other connections; or miscommunications, computer or software malfunctions, telephone transmission problems, technical failures, garbled transmissions, damage to a user’s computer equipment (software or hardware), or other errors or malfunctions of any kind whether, human, mechanical, electronic or otherwise. Proof of submission will not be deemed to be proof of receipt by Sponsor. In the event of a dispute as to the identity of an entrant, the authorized account holder of the email address used to enter will be deemed to be the entrant or participant. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider, Internet service provider, or other organization (which may include an employer) responsible for assigning email addresses for the domain associated with the submitted address. Potential winner may be required to show proof of being the authorized account holder. Entries specifying an invalid, non-working, or inactive email address will be disqualified and ineligible to win.

CONTENT GUIDELINES:

Please make sure to note the following requirements when creating your Submission:

- The maximum file size of photo is 20 MB.
- Photo must be in one of the following file formats: .jpg, .jpeg, and non-animated .gif.
- The text portion of your entry must be in 200 characters or less.
- Entrant must be the parent or legal guardian, or have proper consents from the parent or legal guardian, of any minor who is depicted in or contributed to the Submission. Photo may include animals or inanimate objects.
- Submission must not have been submitted previously in a sweepstakes of any kind or previously exhibited or displayed publicly (i.e., disclosed beyond your immediate circle of friends and family) through any means.
- The Submission must not contain content that is known by you to be false, inaccurate or misleading.
- Any Submission deemed inappropriate or unsuitable, in Sponsor’s sole discretion, will be disqualified. Submission must not contain material that is inappropriate, indecent (including but not limited to nudity, or pornography), profane, obscene, hateful, tortuous, defamatory, slanderous or libelous (including words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation, or socioeconomic group).
- The Submission must not contain criminal or tortuous activity, including but not limited to child pornography, fraud, trafficking of obscene material, drug dealing, drug use, or gambling. Submission must not contain material that is unlawful, in violation of or contrary to all applicable local, state, federal, or international laws and regulations.
- Submissions must not feature beer, distilled spirits (i.e., hard liquor, malt beverages), tobacco products (including cigarettes, cigars, pipe tobacco, chewing tobacco and snuff), firearms and ammunitions, prescription drugs, illegal drugs and related drug paraphernalia, nutritional supplements, lotteries and gambling.

- Any Submission or portion thereof that is, in Sponsor's sole discretion, obscene, profane, lewd, defamatory, contains any third-party materials, other than Starwood Hotels & Resorts Worldwide, Inc. related materials, or otherwise violates or infringes (or may infringe) any copyright (including music recordings), trademark, logo, mark that identifies a brand or other proprietary right of any person living or deceased (including but not limited to rights of privacy or publicity or portrayal in a false light) or entity or make reference to any commercial/corporate advertising (including but not limited to corporate logos, brand names, slogans, political, or religious statements), or is otherwise objectionable, will not be posted and may disqualify the Entrant.
- Clothing worn in the Submission should not contain any visible logos, drawings, cartoons, phrases, trademarks or other third-party materials other than Starwood Hotels & Resorts Worldwide, Inc.
- Submission must not include any representation of celebrities, athletes, musicians, or any other public or private figure, including any anti-social, political or religious groups, any commercial solicitation or promotional materials or name, address, phone number, or URL address. Submission must not contain advertisements, personal solicitations or commercial solicitations.
- Photo may not be owned, taken or edited by a professional photographer.
- Submission must not contain viruses, worms, bots, spyware or any other computer code that is intended to damage, interfere with, or surreptitiously intercept or expropriate any system, data or information.
- Entrants and all submitted Submissions must be in keeping with Sponsor's image as determined by Sponsor, in its sole discretion, or Submission will not be posted. The Submission must not disparage persons or organizations associated with Sponsor.
- All Entries must be aligned with the photo instructions: To enter via Instagram, upload photo to Instagram and include #POSEWHENEVER in the photo caption. Must follow @wbaliseminyak and @whotels on Instagram to be eligible to win.

Any Submission deemed inappropriate or unsuitable, in Sponsor's sole discretion, will not be posted. All Submissions submitted become the property of Sponsor upon submission and will not be returned. Each Entrant grants to Sponsor a worldwide, royalty-free, perpetual, non-exclusive right and license to copy, distribute, and display each submitted Submission, in any media, and with right to use, copy, modify, edit, and create derivative works there from, and agrees to execute documents confirming such right and license at Sponsor's reasonable request. By entering, you understand that your Submission (or portion thereof) may be posted online, in Sponsor's sole discretion, to be viewed by members of the general public. Entrants may not copy or otherwise plagiarize any portion of the Submission from any source.

SELECTION OF WINNER: One Grand Prize winner will be selected from among all eligible Entries received by 00:00:00US/Eastern 2014-07-02. The drawing will be conducted by an independent judging organization (whose office is located in the U.S.) whose decision is final on all matters relating to the Sweepstakes. Odds of winning depend on the total number of eligible Entries received during the Sweepstakes Period.

ELIGIBILITY: Open to legal residents of Australia, Canada, United Kingdom of Great Britain and Northern Ireland, United States of America (excluding Quebec) who are 18 years of age and older or the age of majority in their jurisdiction of residence as of date of Entry. Employees of Starwood Hotels & Resorts Worldwide, Inc. ("Sponsor"), Votigo, Inc., their parents, subsidiaries, divisions, affiliates, advertising and promotion agencies and their employees and the immediate family members of each and those residing in the same household are not eligible. Void where prohibited by law and subject to all federal, state, local, provincial, municipal and specific country's laws.

PRIZE: Grand Prize (1): Airfare for two to Bali (ARV \$3000), three nights at W Retreat & Spa Bali - Seminyak (ARV \$900, valid for stays September 11 - 15), plus a fabulously fit calendar of yoga classes, spa treatments, cocktails, and more. (ARV \$1000). Winner must be a member of the Starwood Preferred Guest ("SPG") program and must agree to abide by all SPG program terms and conditions. SPG membership is free. Redemption and expiration of Starpoints is governed by the terms of the SPG program. Winners will be given an SPG Customer Contact Care Agent to assist in planning their trips. The SPG Customer Contact Care Agent will book the resort stay portion of the trip. Trip cannot be booked online or by contacting the resort directly. Winners are responsible for booking their own flights, either by redeeming the Starpoints in their account through SPG Flights or through other means. SPG is not responsible for flights that exceed the Starpoint redemption value through SPG Flights. Resort stay will be a standard room (double occupancy) and is subject to availability. For resorts that do not offer standard rooms, winner will be booked in lowest category room at that resort. Food and beverage consumption, resort fees, incidentals and any other charges incurred during the stay are not included in the prize. No substitution or transfer of prize by the Grand Prize winner is permitted. Certain restrictions and blackout dates may apply. Individual airline restrictions apply. Grand Prize winner must have valid travel documents (i.e., valid passport, valid Visa, valid government-issued photo ID, etc.) Prize is non-transferable. No substitution or cash redemption. In the case of unavailability of prize, Sponsor reserves the right to substitute prize of equal or greater value.

GENERAL RULES: Grand Prize winner will be notified by telephone and/or email. If Grand Prize winner is not reachable at the telephone number, and/or e-mail address provided and a forwarding e-mail address is not made available or if prize notification is returned as undeliverable, then the Grand Prize will be forfeited and an alternate winner may be selected, if time permits. Grand Prize winner will then be required to sign and return via facsimile or email, an affidavit of eligibility and liability (for a Canadian winner, a Declaration of Compliance or for a winner in any other eligible country, a Confirmation of Eligibility) and except where prohibited, publicity release (travel companion will be required to sign and return liability release with Grand Prize winner's documents) (collectively, the "Release"), within seventy-two (72) hours of notification in order to receive the Grand Prize. If winner fails to return the Release via email/facsimile within seventy-two (72) hours or if winner is deemed to be ineligible, the Grand Prize will be forfeited and an alternate winner will be selected from all eligible Entries received, if time permits. If winner is a Canadian resident he/she must answer a time limited arithmetic skill testing question as a condition to winning the prize. All applicable federal, state, local, municipal and provincial taxes are the sole responsibility of the winner. Acceptance of prize constitutes permission to the Sponsor and its agencies to use winner's name, biographical information, pictures/portraits, likeness and/or voice, for purposes of advertising and trade without further compensation, unless prohibited by law.

Winner assumes all liability for any injury or damage caused, or claimed to be caused, by participation in this Sweepstakes or use or redemption of prize. By participating in this Sweepstakes, entrants agree to be bound by the Official Rules and the decisions of the Sponsor. Prize is nontransferable and no substitution is allowed except by the Sponsor, who reserves the right to award prize of equal or greater value if advertised prize is unavailable. Winner releases Sponsor and its subsidiaries, affiliates, directors, officers, employees, agents and all others associated with the development and execution of this Sweepstakes including Facebook, from any and all liability for damages, losses or injury resulting from participation in the Sweepstakes or acceptance or use of the prize. **IF OPEN TO EU RESIDENTS: THIS RELEASE DOES NOT APPLY TO CLAIMS AGAINST SPONSOR, ITS REPRESENTATIVES AND ITS VICARIOUS AGENTS FOR DAMAGES BECAUSE OF PERSONAL INJURY OR DEATH, AND TO CLAIMS FOR DAMAGES IN CASE OF INTENT OR GROSS NEGLIGENCE BY SPONSOR, ITS REPRESENTATIVES OR VICARIOUS AGENTS. FOR RESIDENTS OF THE UNITED KINGDOM: THIS RELEASE DOES NOT APPLY TO CLAIMS FOR PERSONAL INJURY OR DEATH CAUSED BY THE NEGLIGENCE OF SPONSOR OR ADMINISTRATOR. FOR AUSTRALIAN ENTRANTS: TO THE EXTENT PERMITTED BY LAW, THE SPONSOR, ITS EMPLOYEES AND AGENTS SHALL NOT BE LIABLE FOR ANY CLAIMS, LOSSES, DAMAGES, INJURIES, COSTS AND EXPENSES SUFFERED, SUSTAINED OR INCURRED (INCLUDING BUT NOT LIMITED TO INDIRECT OR CONSEQUENTIAL DAMAGES) AS A RESULT OF, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SWEEPSTAKES AND/OR ITS PRIZES. THERE IS NO PURCHASE NECESSARY TO PARTICIPATE.** In the event of a dispute, entries will be deemed made by the authorized account holder of the email address submitted at the time of Entry. The "authorized account holder" is deemed the natural person who is assigned to an e-mail address by an Internet access provider, service provider, or other online organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. If for any reason the Sweepstakes is not capable of running as planned, including due to bugs, tampering, unauthorized telephone intervention, fraud, technical failure, human error or any other causes beyond the control of Sponsor that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, Sponsor reserves the right in its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes and select the winner in a random drawing from among all eligible Entries received prior to cancellation. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, Entry. Sponsor is not responsible for: (a) incorrect or inaccurate transcription of entry information or late, lost, altered, delayed, received through impermissible or illegitimate channels, all of which will be disqualified; (b) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer online systems, computer equipment, website, server provider, network, hardware or software; (c) the unavailability or inaccessibility of any website or service; (d) unauthorized intervention in any part of the entry process or this Sweepstakes; or (e) printing, typographical, electronic or human errors which may occur in the offer or administration of this Sweepstakes or the processing of Entries. **CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.** The Sweepstakes shall be governed by and interpreted in accordance with the laws of the State of New York in the U.S. applicable to promotions fully carried out within New York. Except where prohibited by law, any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorneys' and/or experts' fees; and winner hereby waives all rights to claim punitive, incidental and consequential damages and any other damages (including attorney's fees), other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. Winner acknowledges that no other party nor any agent or attorney of any other party has made

any promise, representation or warranty whatsoever, express or implied, not contained herein concerning the subject matter hereof, to induce the winner to execute any document and winner acknowledges that they have not executed any document in reliance on any such promise, representation or warranty not contained herein. Any waiver by the Sponsor and its affiliates of any term of any document in a particular instance shall not be a waiver of such term for the future. Winner agrees that the invalidity or enforceability of any part of any document shall in no way affect the validity or enforceability of any of the remainder of that document.

PRIVACY & PERSONAL INFORMATION: Personal information collected from Entrants will be used by Sponsor for the purpose of administering the Sweepstakes and if entrant authorizes by opting in, to provide entrants with information relating to products, services and promotions of Sponsor and affiliates of Sponsor. Sponsor shall not sell, share or otherwise disclose personal information of entrants with third parties, other than to third parties engaged by Sponsor to fulfill the above purposes or as otherwise consented to by the entrant. To view Sponsor's Privacy Policy, visit http://www.starwoodhotels.com/corporate/privacy_policy.html For non-U.S. residents: Your personal data will be transferred to the United States. Pursuant to EU law pertaining to data collection and processing, as a EU resident, you have a right of access to, modification and withdrawal of your personal data. You also have the right of opposition to the data collection, under certain circumstances. To exercise such right, you may write to: One StarPoint Stamford CT 06902 .The data controller and the data recipient is Sponsor. Your data will be transferred outside the European Union.

WINNER: For the name of the Grand Prize winner, available after 2014-07-02 for at least 30 days, U.S. residents, send a self-addressed, stamped envelope (non-U.S. residents, send a 3"x5" paper with name and complete address), to: One StarPoint Stamford CT 06902 .

SPONSOR: The Sponsor of the Sweepstakes is One StarPoint Stamford CT 06902 .

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook. You understand that you are providing your information to Starwood Hotels & Resorts Worldwide, Inc. and not to Facebook. The information you provide will only be used to contact you in the event you are selected as the Sweepstakes winner or to send you information if you opt to receive future offers from Starwood Hotels & Resorts Worldwide, Inc.