

## WYNDHAM REWARDS

### The Rewards Circle Incentive Promotion Official Rules – Canada (the “Rules”)

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.** Void outside of Canada and where prohibited by law. Subject to all federal, provincial and local laws, regulations and ordinances.

**1. Eligibility:** Wyndham Hotel Group, LLC (“WHG” or “Sponsor”) is offering The Rewards Circle Incentive Promotion (the “Promotion”) to incentivize employees of Wyndham Hotel Group managed and franchised properties which utilize an OPERA PMS and/or eDesk or SynXis PM and/or eDesk to enroll new members in its Wyndham Rewards program (the “Program”). As more particularly set forth below, the Promotion is open to Eligible Hotels (as defined below).

For purposes of these Rules, “Eligible Hotel” means any Wyndham Hotel Group branded hotel property located in Canada that satisfies all of the following conditions:

(i) participates in the Program pursuant to the terms described in the Program’s Front Desk Guide, (ii) utilizes a SynXis PM pursuant to a SynXis Subscription Agreement or an OPERA PMS pursuant to an agreement with Oracle America, Inc. or an affiliate of Sponsor, and (iii) operates under one of the following WHG brands: AmericInn® by Wyndham, Baymont® by Wyndham, Days Inn®, Dolce® by Wyndham, by Wyndham, Hawthorn Suites by Wyndham®, Howard Johnson® by Wyndham, La Quinta® by Wyndham, Microtel Inn & Suites by Wyndham®, Ramada® by Wyndham, Super 8® by Wyndham, Trademark Collection® by Wyndham, Travelodge® by Wyndham, TRYP by Wyndham®, Wingate by Wyndham®, Wyndham Garden®, Wyndham® or Wyndham Grand® (each a “Brand”). Each Eligible Hotel will be represented by its Entity Principal Contact, as designated on such Eligible Hotel’s site contact form (in each case, “you” or “Authorized Representative”). Each Eligible Hotel shall have only one (1) Authorized Representative who will act on behalf of the Eligible Hotel and determine, in the case of the Prize(s) (as defined below), which of such winning Eligible Hotel’s employees will receive Wyndham Rewards points awardable hereunder. As of the start of each calendar month of the Promotion Period (as defined below), each Authorized Representative must (i) have reached the age of majority in each of (a) his or her jurisdiction of residence, and (b) the jurisdiction where the Eligible Hotel is located and (ii) have the authority to act on the behalf of the Eligible Hotel, including the authority to access and distribute points via the Points Bank Tool.

Notwithstanding anything to the contrary contained in these Rules, an employee of an Eligible Hotel that opens during the Promotion Period (as defined below) will not be eligible to participate in the Promotion during the calendar month in which such Eligible Hotel opens.

**IN ORDER FOR AN ELIGIBLE HOTEL TO BE ENTERED, THE ELIGIBLE HOTEL MUST FULFILL ALL THE REQUIREMENTS SET FORTH HEREIN.**

Participation constitutes full and unconditional agreement to these Rules by the Eligible Hotel and to the decisions of Sponsor which are final and binding in all matters related to the Promotion. Sponsor reserves the right to verify the eligibility of all potentially winning hotels and to reject any entry it deems ineligible under these Rules (as determined by Sponsor in its sole discretion).

A hotel is not a winner of any prize unless and until its eligibility has been verified and it/its Authorized Representative has fully complied with these Rules.

**2. Promotion Period:** Promotion begins at 12:01 a.m. Eastern Time (“ET”) on January 1, 2023 and ends at 11:59 p.m. ET on December 31, 2023 (the “Promotion Period”).

### **3. Determination of Monthly Winners/Prize:**

Each Eligible Hotel will be awarded two hundred (200) Wyndham Rewards points for each Valid Enrollment (as defined below) such Eligible Hotel’s employees process during the Promotion Period (each, a “Prize”); *provided*, however, that, notwithstanding anything to the contrary contained herein, each employee of a franchised Eligible Hotel shall be limited to receipt of a maximum of one hundred nineteen thousand, eight hundred (119,800) Wyndham Rewards points in total pursuant to this Promotion and any and all other incentives, contests or promotions offered by Sponsor during the calendar

year (the “Award Cap”). Without limiting the foregoing, this means each employee of a franchised Eligible Hotel may receive no more than 599 Prizes in connection with this Promotion, even if he or she processes more than 599 Valid Enrollments during the Promotion Period. A franchised Eligible Hotel is responsible for tracking the number of Wyndham Rewards points awarded to each of such hotel’s employees in connection with this Promotion and all other incentives, contests or promotions offered by Sponsor during the calendar year to ensure that the Award Cap is not exceeded in any case. Prize eligibility will be determined, and any earned Prizes awarded, in respect of each calendar month during the Promotion Period. Each Eligible Hotel which is awarded one (1) or more Prizes pursuant to these Rules will be deemed a “Monthly Winner” in respect of the applicable calendar month(s). Approximate retail value (“ARV”) of one (1) Prize: US\$1.00; ARV of five hundred, ninety-nine (599) Prizes: US\$599; ARV of one hundred, nineteen thousand, eight hundred (119,800) Wyndham Rewards points: US\$599. The cost of all Prizes to Monthly Winners will be funded by Sponsor. Prize recipients are solely responsible for any and all applicable federal, provincial, territorial and local taxes related to their acceptance and use of Prizes.

#### **4. Definitions.**

**4.1 Valid Enrollments:** For the purposes of these Rules, an enrollment must meet the following criteria to be deemed a Valid Enrollment:

- i. The enrollment takes place via an OPERA PMS, SynXis PM or eDesk;
- ii. An Enrollment Stay is associated with the enrollment;
- iii. The guest’s first name, last name, address and phone number are provided at the time of enrollment;
- iv. A valid email address for the member is provided at the time of enrollment;
- v. The enrollment and stay occur at the same Eligible Hotel;
- vi. The member number on the enrollment matches the member number on the enrollment stay;
- vii. The enrollment takes place before the guest checks out from his/her Enrollment Stay and the Enrollment Stay is processed before the end of the calendar month in which the Enrollment Stay took place; and
- viii. The Enrollment Stay is the first stay processed for the member at the enrollment property.

**4.2 Enrollment Stay:** For the purposes of these Rules, an Enrollment Stay means the first stay with a nightly rate of US\$25 or more processed for a new member, which such first stay is completed at the enrolling Eligible Hotel.

**For purposes of this Promotion, a Valid Enrollment will be counted in the calendar month during which the Enrollment Stay is posted. Any enrollments made by any employee or other hotel agent during the Promotion Period that are not Valid Enrollments under these Rules (as determined by Sponsor in its sole discretion), will not be eligible for a Prize.**

FOR THE AVOIDANCE OF DOUBT, AN ELIGIBLE HOTEL WILL BE DISQUALIFIED FROM THE PROMOTION IF IT (OR ITS AUTHORIZED REPRESENTATIVE) ENGAGES IN ANY ACTIVITY INTENDED TO ARTIFICIALLY INFLATE OR OTHERWISE MANIPULATE THE ACTUAL NUMBER OF VALID ENROLLMENTS OBTAINED BY IT DURING THE PROMOTION PERIOD.

#### **5. Award Process:**

Monthly Winners’ Authorized Representatives will be notified via their Points Banks in eDesk within approximately ten (10) days after the end of each calendar month of the Promotion Period.

Monthly Winners shall be required to provide the name(s) and respective valid Wyndham Rewards number(s) of the Monthly Winner’s employee(s) whom the Authorized Representative elects to receive the applicable Wyndham Rewards points via the Points Bank Tool in eDesk; *provided*, however, that **an Authorized Representative may elect to distribute no more than one hundred, nineteen thousand, eight hundred (119,800) Wyndham Rewards points to any single employee of a franchised Eligible Hotel during the Promotion Period.** Prizes will be credited to the Wyndham Rewards accounts of such employees as designated by the Monthly Winner’s Authorized Representative. Each Monthly Winner’s Authorized Representative will have sixty (60) days to collect and submit the required information to Sponsor via the Points Bank Tool in eDesk. The applicable Wyndham Rewards points will then be posted on behalf of Sponsor to the respective Wyndham Rewards account(s) within

four (4) to six (6) weeks after receipt of the above information. If Monthly Winner's Authorized Representative does not provide this information in the time allowed, the Wyndham Rewards points will be subject to forfeiture and may not be awarded, at Sponsor's sole discretion.

Monthly Winners must follow all processes as directed by WHG in order to ensure proper processing.

Acceptance of points requires membership in the Program. The Program is free to join and open to individuals 18 years or older. If a Monthly Winner's employee is not already enrolled in the Program, he/she may enroll at any time during the Promotion Period. Wyndham Rewards point redemption is subject to availability and standard terms and conditions of the Program. For further details and terms and condition of the Program, go to [www.wyndhamrewards.com/trec/consumer/terms.action](http://www.wyndhamrewards.com/trec/consumer/terms.action).

**6. Residents of Québec.** Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

**7. General Conditions:** This Promotion is governed by the laws of the State of New Jersey, United States. All federal, state and local laws and regulations apply. By participating in this Promotion, you agree to be bound by the terms of these terms and conditions and by Sponsor's decisions, which are final and binding on all matters pertaining to this Promotion. Sponsor's failure to enforce any term of these Rules shall not constitute a waiver of that provision. If, for any reason, the Promotion is not capable of running as planned, Sponsor may, in its sole discretion, void any entries and (a) modify the Promotion or suspend the Promotion to address the impairment and then resume the Promotion in a manner that best conforms to the spirit of these Rules; or (b) cancel or terminate the Promotion (or any portion thereof) and award the prizes in a manner that best adheres to these Rules as determined by Sponsor in its sole discretion. Sponsor reserves the right at its sole discretion to disqualify any Authorized Representative, Eligible Hotel, hotel employee or hotel agent it finds to be attempting to tamper with or undermine the entry process and/or the legitimate operation of the Promotion; to violate these terms and conditions; or, to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. Disqualification shall not constitute Sponsor's sole remedy under such circumstances, however. **WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE ASSOCIATED WITH THIS PROMOTION OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.** Sponsor is not responsible for any technical, pictorial, typographical or editorial error or omission contained herein, in the administration of the Promotion or in the announcement of the winners. To the extent permitted by law, the rights to litigate, to seek injunctive relief, or to any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Promotion are hereby excluded, and hotel employee expressly waives any and all such rights.

**8. Publicity.** EXCEPT TO THE EXTENT PROHIBITED BY LAW, PARTICIPATION IN THE PROMOTION CONSTITUTES EACH WINNER'S GRANT TO SPONSOR (WHICH GRANT WILL BE CONFIRMED IN WRITING ON REQUEST OF SPONSOR), THEIR PARENTS, SUBSIDIARIES, AFFILIATES, FRANCHISEES, ADVERTISING AND PROMOTION AGENCIES, AND THOSE ACTING PURSUANT TO ITS AUTHORITY, THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST, AND USE (WITH REGARD TO THE HOTEL EMPLOYEE, HOTEL AND/OR ITS AUTHORIZED REPRESENTATIVE, AS APPLICABLE), WORLDWIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, INCLUDING BUT NOT LIMITED TO THE WORLD WIDE WEB, AT ANY TIME OR TIMES, EACH WINNER'S NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, OPINIONS AND BIOGRAPHICAL INFORMATION (INCLUDING BUT NOT LIMITED TO HOMETOWN AND ) FOR ADVERTISING, TRADE, AND PROMOTIONAL PURPOSES (INCLUDING THE ANNOUNCEMENT OF HIS OR HER NAME ON TELEVISION OR RADIO BROADCAST) WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION, OR NOTIFICATION. ENTRANTS AGREE THAT SPONSOR SHALL OWN THE ENTRIES, WHICH WILL NOT BE ACKNOWLEDGED OR RETURNED, AND THAT SPONSOR AND ITS DESIGNEES SHALL HAVE THE PERPETUAL, WORLDWIDE RIGHT TO EDIT, PUBLISH AND USE THE ENTRIES IN ANY WAY AND IN ANY MEDIA FOR TRADE, ADVERTISING, PROMOTIONAL AND/OR OTHER PURPOSES AS SPONSOR AND/OR ITS DESIGNEES MAY DETERMINE WITHOUT FURTHER CONSIDERATION TO ENTRANTS OR ANY THIRD PARTY.

**9. Release and Limitations of Liability:** Authorized Representative agrees that Sponsor and its parents, affiliates, subsidiaries, franchisees, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, and their respective officers, directors, employees, representatives and agents (the “Released Parties”) are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant’s participation in the Promotion or receipt or use or misuse of any prize. BY PARTICIPATING IN THIS PROMOTION, ENTRANT AGREES THAT THE RELEASED PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE, ENTRY, OR PARTICIPATION IN THIS PROMOTION OR IN ANY PROMOTION-RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM. BY PARTICIPATING IN THIS PROMOTION, PARTICIPANTS (I.E., AUTHORIZED REPRESENTATIVES) AGREE THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY.

**10. Disputes.** To the fullest extent permitted by law, entrant agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Promotion or any prizes awarded shall be resolved individually, without resort to any form of class action, exclusively in the federal courts in the County of Morris, the State of New Jersey (USA) and entrant consents to the personal and exclusive jurisdiction of said courts and expressly waives any right of change of venue, *forum non conveniens* or any like right; (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; and (3) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim 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. Subject to applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, the rights and obligations of the entrants and Sponsor in connection with the Promotion and/or any such dispute/claim/cause of action shall be governed by and construed in accordance with the laws of the State of New Jersey (USA) with the sole exception of New Jersey law governing choice of law/conflict of laws.

**11. Sponsor/Inquiries:** Sponsor is Wyndham Hotel Group, LLC, located at 22 Sylvan Way, Parsippany, NJ 07054. All Promotion inquiries should be directed to: Wyndham Hotel Group, LLC via email to [wrpropincentive@wyndham.com](mailto:wrpropincentive@wyndham.com).

**12. Privacy:** Sponsor and its agencies collect personal information from you when you participate in the Promotion. The information collected is subject to the Sponsor’s Privacy Notice, which can be found at information collected is subject <https://www.wyndhamhotels.com/about-us/privacy-notice> and may be used for purposes of award fulfillment.

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