

**2019 CHOICE HOTELS® ECONO LODGE EASY ESCAPE® - FISHING WITH JUSTIN LUCAS CONTEST
OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID OUTSIDE THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA AND WHERE PROHIBITED BY LAW.

Important Note: The potential winner of this Contest will receive a day of fishing with Bassmaster Elite Champion, Justin Lucas in Smith Lake, AL. In order to receive the prize, the potential winner and eligible guests must be able to travel between November 3-8, 2019.

1. Eligibility: The “CHOICE HOTELS® ECONO LODGE® EASY ESCAPE - FISHING WITH JUSTIN LUCAS CONTEST” (the “Contest”) is open only to (i) legal residents of the fifty (50) United States and the District of Columbia; (ii) who have reached the age of majority in their state of residence and are at least twenty-one (21) years old; and (iii) have Internet access, as of the beginning of the Contest Period (defined below).

Winning the prize is contingent upon fulfilling all requirements set forth herein. The Contest is void outside the 50 United States and the District of Columbia, in Puerto Rico, Guam, and all U.S. territories and possessions, and where prohibited by law. Employees and their immediate families (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members (people who share the same residence at least three (3) months out of the year) of Choice Hotels International Services, Corp., (“Sponsor”), Choice Hotels International, Inc., Yes& Holdings, LLC., Pancake Laboratories, Inc., US Sweepstakes and Fulfillment Company, and their respective parent, subsidiaries, affiliates, franchisees, distributors, sales representatives, advertising and promotional agencies and any other persons or entities associated with this Contest (“Released Parties”) are ineligible to enter or win. Participation constitutes contestant’s full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Contest.

2. Sponsor: Choice Hotels International Services, Corp., 1 Choice Hotels Circle, Rockville, MD 20850. **Judge:** Sponsor and a selected independent panel of Sponsor’s representatives (collectively, “Judge”) will evaluate Submissions (defined below) in accordance with the criteria described herein. All decisions of the Sponsor and Judge regarding all aspects of the Contest shall be final and binding in all respects. Sponsor will not be responsible for typographical, printing or other errors, the announcement of the Prizes or other inadvertent errors in these Official Rules or other materials relating to the Contest. Please direct any questions or comments regarding this Contest to Sponsor. Major League Fishing is not a sponsor of this Contest.

3. Timing: The Contest begins on April 1, 2019 at 12:00:00 a.m. Eastern Time (“ET”) and ends on September 5, 2019 at 11:59:59 p.m. ET (the “Contest Period”). Sponsor’s computer, or that of its designee, is the official time-keeping device for the Contest. *Entrants are responsible for determining the correct beginning and ending times of the Contest Period in their respective time zones.*

4. How to Enter: During the Contest Period, an entrant must access the entry screen through a social media post (e.g., Facebook, Twitter, LinkedIn, G+, Instagram), banner ad, email, ChoiceHotels.com or contest landing page (<https://www.choicehotels.com/econo-lodge/ultimate-fishing-experience-justin-lucas>), fully complete the on-screen entry form, and submit the information to Sponsor. Information on the entry form includes first name, last name, email address, phone and zip code as well as the uploading of a photo of yourself on your favorite fishing trip, a written story (no more than 200 words) describing what made this trip special, and your relationship (i.e. son, mother) with the person you intend to bring (all entry materials collectively referred to as your “Submission”). Entrant must also provide confirmation that he/she has read, understood and agrees to be bound by these Official Rules. Once you follow these

steps, you will receive one (1) entry into the Contest. All entries submitted in accordance with these Official Rules shall be collectively hereinafter referred to as “Eligible Entries.” On the entry form and confirmation page, you will be prompted with the opportunity to learn more about Choice Hotels and to register to join the loyalty program, Choice Privileges®. If you register for the Choice Privileges rewards program, you are opting in to receive marketing materials from Choice Privileges, including marketing emails, and you will receive five hundred (500) Choice Privileges bonus points. However, this is not required to enter the Contest. There is no cost associated with Choice Privileges rewards membership and you can opt-out of receiving marketing emails at any time by clicking the Unsubscribe link provided in every email. Membership details may be reviewed at www.choiceprivileges.com.

Limit one (1) entry per person during the Contest Period. Entries will be deemed submitted by the authorized person whose email address appears on the entry form submitted at the time of entry at <https://www.choicehotels.com/econo-lodge/ultimate-fishing-experience-justin-lucas>. In the event of dispute as to the identity or eligibility of a potential winner based on an e-mail address, the winning entry will be declared made by the “authorized account holder” of the e-mail address submitted at the time of the entry and he/she must comply with these Official Rules. The “authorized account holder” is the person to whom the applicable Internet service provider or other organization (such as business or educational institution) has assigned the e-mail addresses for the domain associated with the submitted e-mail address. Each entrant may be required to show proof of being an authorized account holder.

No software generated, robotic, programmed, script, macro or other automated entries will be permitted. Proof of transmission does not constitute proof of receipt by Sponsor or entry into the Contest. All entries become the property of Sponsor and will not be acknowledged or returned.

Incomplete, corrupted, or untimely entries are void and will be disqualified. Sponsor is not responsible for lost, late, incomplete, damaged, stolen or misdirected entries; 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. Entries specifying an invalid, non-working, or inactive email address will be disqualified and ineligible to win.

By entering, you agree that your Submission conforms to the Submission Guidelines and Restrictions described below and that Sponsor, in its sole discretion, may remove your Submission and disqualify you from the Contest if it believes, in its sole discretion, that your Submission fails to conform to the Submission Guidelines and Restrictions, or otherwise violates these Official Rules.

Submission Guidelines and Restrictions – Submissions must:

- be unique; and
- be in English; and
- must not contain anything that is known by you to be false, inaccurate or misleading; and
- must not contain or depict material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination, including without limitation, discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; and
- must not contain or depict material that is threatening to any person, place, business, group, or world peace or contain words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation, or socioeconomic group; and
- must not contain or depict material that is inappropriate, indecent (including, but not limited to, nudity, or pornography), profane, obscene, hateful, tortious, defamatory, slanderous, libelous

(including words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation, or socioeconomic group), violent, self-mutilating (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), or illegal (e.g., underage drinking, substance abuse, computer hacking, etc.); and

- must be in keeping with Sponsor's image (as determined by Sponsor, in its sole discretion), and must not disparage persons or organizations associated with Sponsor; and
- must not reference any of Sponsor's competitors.

5. Intellectual Property Rights:

Warranty. By entering, each entrant warrants and represents that the Submission is his/her own original work created and photographed by the entrant and that it has not been previously published, has not won a previous prize or award, that entrants owns or otherwise controls all of the rights to the Submission (including, without limitation, the rights in any photographs or other content pictured within the Submission) and that the image submitted by participant does not violate any law, regulation or any right of any third-party, including but not limited to rights of copyright, trademark, publicity and/or privacy.

License. By entering and/or accepting a prize, entrants grant to the Sponsor the right, without limitation, to use the entrant's name, city, state, likeness, and/or Submission for promotional, advertising or other purposes, and to display the Submission, or any element thereof, in any media now known or hereinafter developed, including, but not limited to, Sponsor's website(s) and/or social media account(s). Entrants further agree to grant to the Sponsor a world-wide, royalty free, non-exclusive, perpetual, irrevocable license to reproduce and use the Submission, or any element thereof, for any purpose whatsoever without compensation or further permission, including but not limited to an irrevocable and perpetual, royalty-free, worldwide right, in all media (now known or later developed) to assign, sub-license, use, publish, edit, adapt, modify, alter, reproduce, distribute, broadcast, display, copyright, create derivative works or otherwise exploit the Submission, or any element thereof, for commercial or non-commercial use, and without compensation to the participant. To the extent permissible by law, entrants waive any moral rights he or she may have to the Submissions, and agree that if Sponsor elects to use Submissions for any purpose, all rights under copyright or other intellectual property rights which may result from that relating to entrant's Submissions or from use of the same by Sponsor shall be the sole property of Sponsor. Entrants further agree that if Sponsor elects to use an entrant's Submissions, entrant will execute any documents requested by Sponsor regarding this assignment.

6. Determination of Winners and Notification: On or about September 19, 2019, the Judge will select one (1) potential winner from all Eligible Entries received, based on the following criteria:

1. 40% - Originality/Creativity of Entry;
2. 25% - Enthusiasm and Positivity;
3. 25% - Relevance to Theme/Topic;
4. 10% - Clarity and Quality of Photo.

The one (1) potential Grand Prize winner will be notified on or about September 30, 2019 via email or telephone. The decisions of Sponsor and Judge as to the selection of potential Grand Prize winner are final and binding. Where permitted by law, and at the Sponsor's sole discretion, the potential Grand Prize winner may be required to submit an Affidavit of Eligibility and Liability/Publicity Release Form ("Release"). If a potential winner fails to respond to, and accept Sponsor's prize notification within 72 hours; declines or fails to accept the prize; fails to return the required documents within the required time period; if the prize notification is returned undeliverable; or in the event that the potential winner is disqualified for any reason, according to these Official Rules; Sponsor may select an alternate potential

winner determined as outlined above from among all remaining Eligible Entries received. Potential winners are subject to verification by Sponsor. An entrant is not a winner of the prize unless and until entrant's eligibility has been verified and entrant has been notified that verification is complete.

7. Prize and Prize Terms: ONE (1) GRAND PRIZE: The Grand Prize consists of a trip for the Grand Prize winner and one (1) guest to Smith Lake, AL, including: (i) hotel accommodations for two (2) nights at the Econo Lodge in Jasper, AL; (ii) an airfare credit not to exceed \$1,200 for the purchase of roundtrip airfare for the winner and guest to Hartsfield Jackson Atlanta International Airport or Birmingham-Shuttlesworth International Airport; (iii) a car rental credit not to exceed \$300, originating from, and returned to either Hartsfield Jackson Atlanta International Airport or Birmingham-Shuttlesworth International Airport, and (iv) a day of fishing with Justin Lucas on Smith Lake, AL. Odds of winning the prize depend on the number of Eligible Entries received and the skill of the entrants. An important component of the contest is the availability of Justin Lucas, and if you can't travel on the specified dates, you may be disqualified as a winner and an alternate potential winner may be selected according to the criteria described herein. Unless otherwise agreed upon in writing by Sponsor, winner and guests must travel together on the same itinerary. In the event that Grand Prize Winner resides within 150 miles of Smith Lake, AL, Sponsor may award ground transportation in lieu of air transportation and winner will not receive any difference in value. Winner acknowledges and agrees that Sponsor may videotape or photograph all aspects of the Grand Prize trip and that such video recordings and/or photographs may be used for promotional, advertising or other purposes pursuant to terms of the License granted herein. Winner (and Guest) should follow the same requirements as in the Submission Requirements (see above) for any clothing worn during the day of fishing, including that it should not contain any clearly visible or conspicuous logos, drawings, cartoons, phrases, trademarks or other third-party materials. In the event Winner (or Guest) is wearing clothing or other items not conforming to the standards, alternate clothing items may be provided to them.

Approximate Retail Value (ARV) of the Grand Prize: \$2,000. The ARV is subject to change based on current market conditions and time of prize fulfillment and time of travel, airfare fluctuations and the distance between departure and destination. Winner will not receive difference between actual value and ARV. No transfer, substitution or cash equivalent for prize is allowed, except at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize, in whole or in part, of equal or greater monetary value if the prize or any portion of the prize cannot be awarded as described, in whole or in part, for any reason. All prizes are awarded "as is" without warranty of any kind. All hotels are independently owned and operated. Actual prize, or elements thereof, may differ from any promotional images or marketing materials. Winner is responsible for all federal, state, and local taxes and fees associated with prize receipt and/or use.

Winner must take the trip between November 3-8, 2019 or the prize will be forfeited. Trip must be booked at least 14 days prior to departure. Travel and accommodations may be subject to availability and blackout dates. Travel must be round trip. All details of prize and travel not expressly stated herein, including but not limited to, airline and flight itinerary, shall be in Sponsor's sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in this Contest, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses, activities, itineraries and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, travel insurance, taxes or other expenses are the responsibility solely of winner. Travel restrictions, conditions and limitations may apply. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates.

Trip may not be combined with any other offer and travel may not qualify for frequent flyer miles. Seat selection and timing of trip subject to confirmation of reservations. Major credit card required at hotel check-in to cover any incidental charges.

Winner's guests must be at least 21 years of age or older unless the winner is the parent or legal guardian of the guest. Guest must be at least 5 years of age to attend fishing trip. Sponsor reserves the right to verify guest eligibility for travel under these Rules. Guests, or the guest's parent or legal guardian if a minor (i.e., the winner), must sign a Liability where permitted by applicable law, and Publicity Release in order to travel with the winner. Failure to return a guest's Release within the time required by Sponsor may, in Sponsor's sole discretion, result in forfeiture of entire prize package. Winner and guests must possess valid travel documents (i.e., a valid government-issued photo ID, etc.). Winner and guests are responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. Sponsor shall not be responsible for any cancellations, delays, diversions or substitutions or any act or omissions whatsoever by any air carrier(s) or other transportation companies or any other persons providing any of these services to passengers including any results thereof such as changes in services or accommodations necessitated by same. The passenger contracts in use by the airlines or other transportation companies shall constitute the sole contracts with respect to the Grand Prize winner and guests' transportation and such contracts shall be solely between the Grand Prize winner, his/her guests, and such transportation companies.

Winner understands and agrees that Sponsor has the right, at its sole discretion, to disqualify and remove the winner or his or her guests from any activity at any time without compensation if the winner's or his or her guest's behavior at any point is uncooperative, disruptive, or may or does cause damage to person, property, or the reputation of Sponsor, or otherwise violates the policies of the Sponsor, and in such a case, winner will still be solely responsible for all taxes and other expenses related to the prize. Sponsor will not replace any lost, mutilated, or stolen tickets/passes. Tickets and passes are subject to additional rules and restrictions as stated on the tickets and passes.

8. Contest Conditions. By entering, each entrant agrees: (a) to be bound by these Official Rules and any other documents required by Sponsor herein and by the decisions of the Sponsor and Judge, and to waive any right to claim ambiguity in this Contest, the Official Rules or any other documents required by Sponsor herein, (b) to indemnify, defend and hold harmless Sponsor, and its employees, officers, directors, representatives, agents, parent companies, affiliates, franchisees, subsidiaries and agencies (collectively, "Released Parties"), from and against any and all liability, claims, losses, damages, demands, causes of action, penalties and expenses arising out of or related to any statement, action or failure to act by entrant during or in connection with his/her participation herein and/or any breach or alleged breach of these Official Rules or of any other documents required by Sponsor and, to sue and to hereby irrevocably and unconditionally release, discharge and hold harmless the Released Parties from any and all liabilities, claims and demands of any kind or nature whatsoever, in law or equity, whether known or unknown, which entrant (or entrant's successors-in-interest, heirs and/or agents) ever had, now have, or in the future may have against the Released Parties, including, but not limited to claims arising out of or related to personal injury (including death) and/or damage, theft, loss or any other harm, resulting in whole or in part, directly or indirectly, from (i) participation in the Contest or any Contest related activity, (ii) the acceptance, possession, misuse or use of the prize or any element thereof, (iii) the use of any of the rights granted herein (including, without limitation, the use and exploitation of the entrant's Submission, name, address [city and state], biographical information, statements, voice, photograph, and/or other likeness), (iv) any malfunction or other problem with any Contest website or webpage, (v) any error in the collection or retention of entry information, and (vi) any typographical or other error in the printing, offering or announcement of any prize. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

9. **Termination/Suspension/Modification:** If for any reason this Contest is not capable of running as planned, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity, fulfillment or proper conduct of the Contest, Sponsor reserves the right in its sole discretion to terminate, modify or suspend the Contest and to select the winner according to the criteria described herein from those Eligible Entries received up to the time of the termination/suspension. Sponsor may also disqualify or prohibit an entrant from participating in the Contest or winning a prize in this or any other promotion conducted by Sponsor if, at its sole discretion, it determines that said entrant has violated the Official Rules or has threatened or is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception or other unfair playing practices (including the use of automated quick-entry programs), or intending to annoy, abuse, threaten or harass any other entrants or Sponsor's representatives. ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

10. **Limitation of Liability:** The Released Parties are not responsible for lost, late, stolen, deleted, misdirected, undeliverable or incomplete entries due to system errors or failures or faulty transmissions or other telecommunications malfunctions; and/or entries not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, or failed, incomplete or garbled computer or telephone transmissions, typographical or system/human errors and failures, or faulty transmissions, or for any problems or technical malfunction(s) of any telephone network or lines, cable connections, or satellite transmissions, computer online systems, servers or providers, computer equipment, or entries not received by Sponsor on account of technical problems or traffic congestion on the Internet or at a website, or any combination thereof, including other telecommunication, cable, digital or satellite malfunctions which may limit an entrant's ability to participate. Proof of transmission does not constitute proof of entry. The Released Parties are also not responsible for any malfunction of any Contest website or webpage or error in the collection, processing or retention of entry information.

WITHOUT LIMITING THE FOREGOING, AND EXCEPT WHERE PROHIBITED BY LAW, EVERYTHING REGARDING THIS CONTEST, INCLUDING THE PRIZE, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

11. **Disputes and Governing Law:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively in accordance with the laws of the State of Maryland, (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, 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, 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Maryland without giving effect to any choice of law or conflict of law rules (whether of the State of Maryland or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Maryland.

12. **Winners List:** For a winner's list, available for ninety (90) days after September 30, 2019, visit EconoLodge.com.

13. **Entrants' Personally Identifiable Information:** Information collected from entrants on Sponsor's website is subject to Sponsor's Privacy Policy, available at <https://www.choicehotels.com/legal/privacy-policy>.

14. **Disclosure of Entrants' Submission Information:** Sponsor will share entrants' Submission information with Yes& Holdings, LLC., Pancake Laboratories, Inc. and US Sweepstakes and Fulfillment Company in support of the Contest.

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