

SmartstaySM Giveaway 'Win an Apple® iPad™'

Giveaway Official Rules

NO PURCHASE NECESSARY. A PURCHASE DOES NOT INCREASE YOUR CHANCE OF WINNING. Void where prohibited and outside the United States, and where prohibited by law. Subject to applicable federal, state and local laws, regulations, and ordinances.

DATES OF PROMOTION: The O'Rourke Hospitality Marketing, LLC ("O'Rourke") "Win an Apple® iPad™ Giveaway" (the "Giveaway") begins at 10:00 a.m. Eastern Time ("ET") on June 22, 2010 and ends at 11:00 a.m. ET on June 24 (the "Giveaway Period").

ELIGIBILITY: In order to be eligible for entry into the Sweepstakes, you must be a legal permanent United States resident residing in the 50 United States or the District of Columbia and who is 18 years of age or older with a unique valid Social Security number at the time of entry.

Employees and their immediate family members (parents, children, siblings or spouse, regardless of where they live, or persons living in same household, whether related or not) of O'Rourke Hospitality Marketing, LLC (the "Sponsor"), and each of their subsidiaries, affiliates, franchisees, contractors, consultants, legal counsel, public relations, subsidiaries, distributors, sales representatives, retailers, website providers, webmasters, advertising and promotional, fulfillment, and marketing agencies, and any others engaged in the development, production, execution or distribution of this Giveaway, are not eligible to participate.

HOW TO ENTER: Conference attendees must fill in the O'Rourke Giveaway Raffle form that they can download online or collect at the O'Rourke booth (#1234) during the Giveaway Period. You must then complete the Giveaway Raffle form, in its entirety, providing your full name, job title, hotel, city, state, zip, website, e-mail address, and phone number. There will be a box at the O'Rourke Booth (#1234) where you must submit your raffle form. **Limit one (1) entry per person for the entire Giveaway Period.** You may also submit your business card instead of the raffle form provided that it contains your full name, job title, hotel, city, state, zip, website, e-mail address, and phone number. The contact information provided to O'Rourke on the entry shall be collected and maintained by O'Rourke subject to its then Privacy Policy, as may be amended from time to time.

DRAWING: The drawing will be held on Thursday, June 24th 2010, at 11:00 a.m. ET at HITEC at the O'Rourke Booth (#1234). One (1) Prize Winner will be selected in a random drawing conducted by one of the O'Rourke representatives. Odds of winning depend upon the total number of eligible entries received. The prize winner may be required to show proof of identity. The winner must be present at the O'Rourke booth at the time of the drawing to claim their prize. If the winner is not present at that time, their form will be discarded and another name will be drawn from the box.

PRIZES:

One (1) Apple iPad (16 GB, Wi-Fi) will be awarded. The total Approximate Retail Value (the "ARV") of the Prize is \$499.00.

Names of prize manufacturers are used solely for the purposes of identifications of the prize. No endorsement, authorization, sponsorship, or approval of Apple for this Giveaway is intended or implied.

PRIZE RESTRICTIONS: The value of the Prize is taxable as income to the Prize winner. Prize cannot be substituted, assigned, transferred, or redeemed for cash; however, Sponsor reserves the right to make equivalent prize substitutions at its sole discretion. Prize winner is required to comply with any and all applicable federal, state and local laws, rules and regulations. Sponsor will not replace any lost or stolen prizes.

PRIZE CLAIM: Potential Prize Winner consents to use of his/her name, likeness, biographical information, and voice in advertising worldwide without additional compensation.

GENERAL RULES OF PARTICIPATION: This Giveaway is governed by the laws of the United States. By participating in this Giveaway, entrants agree to be bound by these Official Rules and the decisions of Sponsor, which are final in all respects and not subject to appeal. Sponsor and its agencies are not responsible for lost, late, incomplete, damaged, stolen, misdirected, or illegible entries. Proof of sending or submission of entry will not be deemed proof of receipt by Sponsor. Neither Sponsor nor anyone acting on its behalf will enter into any communications with any entrant regarding this Giveaway, except as expressly set forth in these Official Rules. Failure to comply with these Official Rules may result in disqualification from the Giveaway. All Giveaway materials are subject to verification and are void if (a) not obtained in accordance with these Official Rules and through legitimate channels, (b) any part is counterfeited, altered, defective, damaged, illegible, reproduced, tampered with, mutilated or irregular in any way, (c) are obtained where prohibited, or (d) they contain printing, typographical, mechanical, or other errors. Entrants assume all risk of loss, damage, destruction, delay or misdirection of Giveaway materials submitted to Sponsor. In the event any portion of this Giveaway is compromised by activities beyond the control of the Sponsor which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play of the Giveaway or this Giveaway, Sponsor reserves the right at its sole discretion to modify, suspend or terminate the Giveaway. Sponsor may prohibit an entrant from participating in the Giveaway or winning a prize if, in its sole discretion, it determines that said entrant has violated these rules, or is attempting to undermine the legitimate operation of the Giveaway by cheating, 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, Sponsor, or Giveaway Entities. If for any reason this Giveaway is not able to be conducted as planned, including, but not limited to, a change in the HITEC conference schedule, fraud or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Giveaway, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Giveaway and randomly draw from those entries received up to the cancellation/suspension date to award the Prize. **CAUTION: ANY ATTEMPT BY AN ENTRANT TO UNDERMINE THE LEGITIMATE OPERATION OF THE GIVEAWAY MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND 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.** Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

RELEASE AND LIMITATION OF LIABILITY: BY PARTICIPATING IN THIS GIVEAWAY, ENTRANTS AGREE THAT SPONSOR AND ITS AFFILIATES, PARENTS, SUBSIDIARIES, FRANCHISEES, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, LEGAL COUNSEL, ADVERTISING, PUBLICATIONS, FULFILLMENT AND MARKETING AGENCIES, WEB SITE PROVIDERS, WEB MASTERS, AND ADMINISTRATOR, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY, THE "RELEASED PARTIES") WILL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING

WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) 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 A PRIZE, ENTRY, OR PARTICIPATING IN THIS GIVEAWAY OR ANY GIVEAWAY 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 TRAVEL CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER OR TERRORISM. BY PARTICIPATING IN THIS GIVEAWAY, PARTICIPANTS AGREE THAT THE RELEASED PARTIES ARE NOT RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND THE GIVEAWAY WEB SITE OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM THE GIVEAWAY WEB SITE.

EXCEPT WHERE PROHIBITED BY LAW, PARTICIPATION IN THE GIVEAWAY CONSTITUTES WINNER'S GRANT TO SPONSOR (WHICH GRANT WILL BE CONFIRMED IN WRITING ON REQUEST OF SPONSOR), AND ITS GIVEAWAY ENTITIES THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST, AND USE, 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 STATE) 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.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS GIVEAWAY, INCLUDING THE WEB SITE AND ALL PRIZES, ARE 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. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

DISPUTES (OPTIONAL): Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Giveaway or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the District of Massachusetts or the appropriate State Court located in Massachusetts; (2) any and all claims, judgment, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Giveaway, but in no event attorneys' fees; (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, 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 Giveaway, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, without giving effect to any choice of law or conflict of laws rules (whether of the Commonwealth of Massachusetts or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Massachusetts.

WINNER'S LIST REQUEST: To receive a winner's list, send a self addressed stamped envelope to: O'Rourke Hospitality Marketing, LLC, 44 Merrimac Street, Newburyport, MA 01950. All requests must be received by July 24, 2010. To have your name & address removed from Sponsor's Giveaway mailing or e-mailing list, send a SASE to O'Rourke Hospitality Marketing, LLC, 44 Merrimac Street, Newburyport MA, 01950. Please specify "Removal Request" within. Vermont residents may omit return postage.

SPONSOR: O'Rourke Hospitality Marketing, LLC, 44 Merrimac Street, Newburyport MA 01950, 978-465-5955.

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