#zazasummer - Contest Official Terms

These Official Rules govern the #zazasummer (the “Sweepstakes”) offered by Hotel ZaZa (the “Sponsor”).

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).

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 on Friday, May 4 and ends Monday, September 4, 2018 (Promotion Period). 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.

3. How to Enter. You may enter this Sweepstakes online via ZaZa Memorial City, Zaza Houston and ZaZa Dallas Instagram, Facebook and Twitter pages. Snap and share your favorite #zazasummer photo while lounging poolside in both cities this season. Followers must share the picture tagging either @zazamemorialcity, @zazahouston or @zazadallas and using the hashtag #zazasummer to enter. Images must be of our poolside experience. Online entrant must be the registered subscriber of the social media account 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

• Any post comments made by the entrant 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.

5. Disclaimer. Sponsor, Facebook, Twitter, Instagram 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. Selection and Notification of Winner. Each month Hotel ZaZa will award a prize to the image that most encapsulates the ZaZa experience. The winner will be announced via tag and direct message on the channel they entered on or around the last day of the month. Criteria for selection includes: 1. Quality of photo 2. Captures a playful or unique moment at the ZaZa pool 3. Contains a compelling caption. Winner will be direct messaged to obtain contact details. Any gift certificates will be mailed to the winner. Winner is then responsible for arranging redemption of prize by stated expiration date.

All decisions of the judges are final. Odds of winning will be determined by the number of eligible entries received. 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. 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

8. Prizes. June - Reserved seating and bottle of champagne on next pool visit; July - dinner for two (up to $150) at Tipping Point, Monarch and Dragonfly; August – Spa Treatment for (2) at ZaSpa in Memorial City, Houston and

Dallas (up to $150); September: One complimentary night stay in Memorial City, Dallas and Houston. Complimentary hotel nights must be redeemed by September 4, 2019. All prize redemptions are subject to availability and blackout dates. Winner must be eighteen (18) years of age or older. Taxes, gratuities and incidentals not included. Winners are solely responsible for all other costs and expenses not otherwise mentioned herein. All prizes are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose).

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.

10. General Release. By entering the Promotion, you release Sponsor, Facebook, Instagram, Twitter 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, social media 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.

12. 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 Texas, U.S.A without giving effect to any choice of law or conflict of law rules (whether of the State of Texas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Texas.

13. 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 hotelzaza.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 15.

14. 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.hotelzaza.com/privacy-policy

15. Sponsor: Hotel ZaZa, 5701 Main St, Houston, TX 77005; 2332 Leonard St, Dallas, TX 75201; 9787 KATY FREEWAY, HOUSTON, TX 77024