

## **My Place Hotels of America**

### **Stay Rewarded® Loyalty Program**

#### **Terms & Conditions**

1. **INTRODUCTION.** My Place Hotels of America, LLC sponsors and participates in the Stay Rewarded® Loyalty Program by which participants can earn Stay Rewarded® Points which are redeemable for e-gift cards and other items that may be offered from time to time. Members earn Points during Qualified Nights at Participating Properties subject to these Terms and Conditions. When sufficient Points are accrued, they may be redeemed by a Member. All aspects of the Program are governed by the most recent published version of these Terms and Conditions. By enrolling and participating in the Stay Rewarded® loyalty program, the Member agrees to the Terms and Conditions, rules and regulations, policies, and procedures of the Program. Each Member is responsible for remaining knowledgeable about the Terms and Conditions.

2. **DEFINITIONS.**

- A. Account Activity is defined as a Member earning Points from a Qualified Night.
- B. Bonus Points are Points in excess of those ordinarily earned that may occasionally be offered in conjunction with a special promotion.
- C. Member means any person who is currently enrolled in the Program. Member is sometimes referred to in the Terms and Conditions as “You,” or Your.”
- D. Participating Property means any My Place Hotel® which participates in the Program and which awards Points to Members for Qualified Nights.

- E. Partner means any business with which Sponsor associates in order to provide Members with Rewards.
  - F. Points are the currency of the Program, but they have no value outside of the Program.
  - G. Program means the My Place Hotels Stay Rewarded<sup>®</sup> loyalty program.
  - H. Qualified Night means any paid room night at a Participating Property booked directly with the Participating Property, via Sponsor's reservation line at 1-855-200-5685, via [www.myplacehotels.com](http://www.myplacehotels.com), or via [www.myplacestayrewarded.com](http://www.myplacestayrewarded.com) at a Qualified Rate.
  - I. Qualified Rate means any paid room night that is not contracted through a third party, such as CLC or CLS, or via a third party online channel, such as Booking.com or Expedia.
  - J. Redeem means to spend, cash-in, or surrender Points in exchange for a Reward.
  - K. Reward refers to the benefit (including e-gift cards and any other items that may be offered from time to time) a Member receives by redeeming their Points.
  - L. Sponsor means My Place Hotels of America, LLC. Sponsor is sometimes referred to in these Terms and Conditions as "We," "Us," or "Our."
  - M. Stay means one or more consecutive nights in one room at the same My Place Hotel<sup>®</sup>, even if intermittent check-in/check-out events occur.
  - N. Terms and Conditions means the latest published version of the Program's Terms and Conditions, as found at [www.myplacehotels.com](http://www.myplacehotels.com) and at [www.myplacestayrewarded.com](http://www.myplacestayrewarded.com).
3. **JOINING THE PROGRAM.** Membership in the Program is free. Any natural person who is at least 18 years old and not prohibited by law from doing so may join the Program, as long as he or she has the legal ability to agree to these Terms and Conditions. Members may join the Program by:
- a. Registering at any participating My Place Hotel;

- b. Registering online at [www.myplacehotels.com](http://www.myplacehotels.com) or [www.myplacestayrewarded.com](http://www.myplacestayrewarded.com);
- c. Calling the My Place Stay Rewarded team at 1-855-200-5685; or
- d. Any other means made available.

Each Member may maintain only one membership account.

Corporations, groups, and/or associated entities may not enroll in the Program, nor collect or pool Points for multiple travelers into a single account.

If the Member earns Points during the course of his/her employment, it is the Member's responsibility to comply with his/her employer's policy concerning travel programs.

A valid email address is required to sign up for the Program and will be used by Sponsor and Partners for transactional and marketing communications related to the Program.

- 4. **MEMBER BENEFITS.** In addition to the opportunity to earn Points (see Paragraph 7, below), each Member will receive a complimentary bottle of water upon check in, as well as early check in and late check out privileges, subject to availability.
  
- 5. **CHANGES AND PROGRAM TERMINATION.** Sponsor reserves the right to change or terminate these Terms and Conditions, in Sponsor's sole discretion, at any time with or without notice to Members and without further liability or obligation, even if the changes retroactively affect the calculation or value of the Points accumulated. Sponsor may terminate the Program at any time by giving six months' notice to Members, without further obligation to the Member. Upon such termination, and regardless of the amount of time the Member has participated in the Program, a Member's right to accumulate

additional Points and claim rewards under the Program will be terminated and all accrued Points and Rewards in that Member's account will be cancelled upon the earlier of (a) six months after termination of the Program is announced or (b) upon the natural expiration dates of the Points or Rewards. In the event that the Program is terminated, all unused Points and Rewards will be cancelled and void.

6. **PARTICIPATING HOTEL POLICIES.** The Program does not govern or have authority to set or alter room rates or other charges, except as may be available through specific offers from time to time. This includes additional charges for room upgrades, additional guests occupying the same room, and any/all other conditions as set forth by specific properties and/or rate plans.

7. **EARNING POINTS.** Points are earned for Qualified Nights at Participating Properties. Members earn ten (10) Points per whole dollar spent on Qualified Nights. Incidental expenses including but not limited to taxes, pet fees, My Store purchases, and phone calls do not earn Points. Points may be earned for up to two (2) rooms booked under the same reservation; the Member's name must appear on the reservation for both booked rooms and Member must be a registered guest for the duration of the Stay.

Members will not earn Points for any Stay that does not include the Member's name and email address on the reservation and for which the Member is not the registered guest. If two or more Members share a guestroom, only one Member will be awarded Points for that Stay.

Members are encouraged to provide the email address associated with their Member account for all reservations to ensure the accrual of Points. Points may not be earned for a Qualified Night if a Member fails to provide his/her email address at the time of booking or upon the initiation of his/her Stay.

Points will not be earned for any Qualified Night completed prior to the Member's enrollment date. Points will not be earned for any Qualified Nights that were completed prior to the starting date of the Program. Members who enroll in the Program part way through a Stay will earn Points only for the portion of the Stay occurring after Program enrollment. Sponsor will endeavor to credit each Member's account with Points on a timely basis, but Sponsor bears no liability or obligation in the event Points are not posted within twenty-four (24) hours or in a timely manner. Each Member is responsible for verifying that Points are properly credited to the Member's account. Any claim for Points not properly credited must be received by Sponsor via the My Place Stay Rewarded® website or by calling the My Place Stay Rewarded® team at the number provided with supporting documentation within six (6) months of the date of the claimed accrual of such Points.

If a Participating Property requires a credit card for a reservation, the Member does not check in, and the Participating Property charges the Member's credit card for the first night of the no-show at the applicable rate, such night will be deemed a Qualified Night and the Member will receive Points for such night as if the Member had stayed; however, the Member will not receive any Bonus Points offered in connection with any promotion that may be available at the time of the Stay.

In the event that any Points are erroneously posted to a Member's account, Sponsor will have them removed from the Member's account.

Points have no cash value and cannot be transferred after the Member's life, by operation of law or otherwise. Accumulation of Points does not entitle Members to any vested rights with respect to any Rewards or the Program. The only right a Member acquires in Points is the opportunity to Redeem them in accordance with these Terms and Conditions.

If any Points are resold, distributed, or used for improper purposes as determined by Sponsor in its sole and absolute discretion, Sponsor may cancel, void, refuse to honor and/or confiscate such Points and pursue any and all other rights and remedies that may be available. Members agree to fully cooperate with all reasonable requests from Sponsor concerning any investigation or prosecution of anyone engaging in or suspected of engaging in abuse or fraud with respect to the Program.

8. **REDEEMING POINTS.** Members may only redeem Points at official redemption sites created by Sponsor. Transfers of Points are expressly prohibited. Points have no fixed value and may not otherwise be sold, exchanged, bartered, brokered, transferred, purchased, auctioned, redeemed for cash, or given away. Any Points, certificates, or benefits which Sponsor deems to have been sold, transferred or assigned in violation of these Terms and Conditions may be cancelled or confiscated. Redemption options are subject to change from time to time without notice in Sponsor's sole discretion. Please visit [www.myplacestayrewarded.com](http://www.myplacestayrewarded.com) for the most up-to-date list of redemption items available.

Points may be redeemed for Rewards online at [www.myplacestayrewarded.com](http://www.myplacestayrewarded.com) or by calling the Stay Rewarded® team at 1-855-200-5685. Only the Member whose name is

listed on the account may redeem Points from their respective account for Rewards. A request to Redeem Points from anyone other than the Member, including hotel staff, will not be honored.

Sponsor is not responsible, and assumes no liability, for changes or discontinuances of Rewards or the availability of such Rewards. Sponsor is not responsible for lost, stolen, or expired Rewards including but not limited to events of non-delivery due to incorrect or illegible email addresses and occurrences outside Sponsor's control. Expired, lost, or stolen Rewards cannot be reissued. In the event a Reward is not used prior to expiration; it will not be re-issued nor will Points be credited back to the Member's account.

Rewards cannot be returned or exchanged. Rewards may be fulfilled electronically and will be supplied to the email address on the Reward redemption form. Points will be deducted from the member's account at the time the redemption request is made. Please visit [www.myplacestayrewarded.com](http://www.myplacestayrewarded.com) for more information.

Partners are neither affiliated with, nor are they sponsors of, the Program. Except to the extent otherwise required by law or specifically authorized by the individual retailers, Rewards are not redeemable for cash, cannot be returned for a cash refund, and will not be replaced if lost or stolen.

- 9. EXPIRATION OF POINTS.** All accrued Points in a Member's account will be cancelled or forfeited if the Member has no Account Activity for a period of eighteen (18) consecutive months.

Except as may otherwise be required under applicable law, non-Redeemed Points will expire thirty-six (36) months after being posted to the Member's account, unless the Points

are forfeited or cancelled earlier due to membership inactivity or otherwise in accordance with these Terms and Conditions. When Points are Redeemed, Sponsor will Redeem the Points in the order in which they were earned.

**10. TERMINATION OF MEMBERSHIP.** Sponsor reserves the right to cancel the membership of any Member who has violated any of the Terms and Conditions or any applicable law. In addition to discontinuance of Member's participation in Program, Sponsor shall have the right to take appropriate administrative and/or legal action, as it deems appropriate in its sole discretion. Members may be disqualified for reasons that include, but are not limited to:

- Member's violation(s) of these Terms and Conditions.
- Member's misrepresentation of any information or any misuse of the Program.
- Member's violation of any national, regional, or local law or regulation in connection with the use of membership privileges.
- Member's failure to provide and maintain valid contact information.
- Member's failure to pay for hotel charges and/or any expenses incurred during a Member's Stay.
- Member's commission of fraud or abuse involving any portion of the Program, including but not limited to the abuse of corporate rates without authorization, any conduct that improperly impacts the accumulation of Points or Rewards, or abuses the redemption aspects of the Program (including the use of "bots" or other automated means of promotion entry).
- Member maintaining more than one active account.



- Member's physical, verbal, or written abuse or harassment of hotel personnel or Sponsor's personnel.
- Abuse/misuse of any benefits or privileges provided by Sponsor or Participating Properties or use of such benefits or privileges in violation of the applicable Terms and Conditions from them, including but limited to the sale or barter of any Points or Rewards.
- Member taking any other action or engaging in any other activities that are to the detriment of the Program or Sponsor, as determined by Sponsor in its sole discretion.

If Sponsor cancels a Member's membership, the cancellation will be effective immediately, by notice to the Member at the contact information provided. Sponsor will not be responsible for failure to notify any Member of cancellation of the Member's account if the Member has not provided Sponsor with valid contact information.

If Member's membership rights are terminated by Sponsor, the Member will lose all Points and benefits associated with the membership, and the Member will no longer be able to earn or Redeem Points under the Program. If a Member's membership has been terminated by Sponsor, Sponsor reserves the right not to permit the Member to re-enroll.

Membership in the Program, including Points, or any Rewards that may have been issued to Member, may be revoked or suspended at the sole discretion of Sponsor for any reason or no reason at all.

**11. WARRANTIES AND INDEMNIFICATION.** Members agree that the awarding and use of all Points are subject to the terms, conditions, exclusions, and limitations of the Program and that Sponsor has the sole and exclusive authority and responsibility for operating,

modifying, terminating, and establishing the Terms and Conditions applicable to the Program. Sponsor shall have no responsibility to Members for, and has no obligation to notify Members of, any action, inaction, or decision taken by Sponsor in connection with the Program.

Each Member shall indemnify, defend and hold Sponsor and its affiliates, and their respective directors, officers, employees, contractors, partners, agents, successors and assigns, harmless from and against any and all losses, obligations, claims, damages, demands, liabilities, suits, actions, costs, fees and expenses whatsoever incurred, suffered or borne by or asserted against any such person in any way relating to, arising out of or resulting from (i) the Member's use of or participation in the Program, (ii) the Member's performance or failure to perform hereunder, or (iii) any breach by a Member of these Terms and Conditions.

In no event shall Sponsor be liable for any special, indirect, incidental, or consequential damages suffered in connection with these Terms and Conditions howsoever caused and regardless of the form of cause of action, demand, or claim, whether based on contract or tort, including negligence, and even if such damages are foreseeable or Sponsor has been advised of the possibility of such damages.

By participating in the Program, each Member agrees to release, discharge, and hold harmless Sponsor, its advertising and promotion agencies, their respective parent companies, affiliates, subsidiaries, and their directors, officers, agents, and employees from all claims or damages arising out of any use or misuse of the Program by that Member.

As a Member of the Program, each Member agrees to comply with these Terms and Conditions, the applicable terms and conditions of Sponsor's Partners, and all applicable laws, rules, and regulations. Each Member agrees that his/her participation in the Program is entirely at their own risk. If any Member objects to any of these Program Terms and Conditions, or any modifications thereof, or otherwise becomes dissatisfied with the Program, that Member's only recourse is to terminate his/her membership. Each Member agrees that he/she is responsible for restricting access to and maintaining the confidentiality of their Member account's password and membership card, if applicable. Members must promptly notify Sponsor if the Member's password or membership card has been stolen or compromised. Members agree that they will provide accurate information to Sponsor at all times and to promptly notify Sponsor of any change in Member's information.

The receipt of benefits as a Member may be subject to tax liability, and Members acknowledge that any tax liability, including disclosure, with respect to Membership in the Program is solely responsibility of the Member.

EACH MEMBER AGREES THAT HE/SHE WILL NOT FILE OR PARTICIPATE IN A CLASS ACTION, NOR FILE OR PARTICIPATE IN A CLASS ARBITRATION, AGAINST SPONSOR, ITS AFFILIATES, OFFICERS, EMPLOYEES, OR FRANCHISEES FOR ANY CLAIM OR ACTION ARISING OUT OF THE PROGRAM OR THE PROGRAM TERMS.

**12. PROMOTIONAL OFFERS.** In order to apprise Members of their membership status as well as new benefits that are available to Members of the Program, Sponsor may from time to time send Members certain Program information, including printed or e-mail marketing materials, which will inform Members of special offers and products Sponsor believes

would be of interest. Members may also receive marketing and advertising materials on behalf of, or from, third parties that have a strategic marketing relationship with the Program. By participating in the Program, Members consent to receiving these offers.

**13. PRIVACY.** By participating in the Program, We may collect additional personal information from or regarding You. We may also use and share Your personal information in the ways described below, in addition to what is described in Our Privacy Policies. These Terms and Conditions supplement Our Privacy Policies with respect to the use, sharing and processing of the personal information of Members. If You do not agree to these Terms and Conditions or the Privacy Policies, You must elect not to join and/or to withdraw from the Program. Additional personal information that We collect includes information that You provide when You enroll in the Program or when You manage Your personal profile. During enrollment, We may require that You provide Your name, physical address including city, state, province, and country or residence, and e-mail address. When You manage Your profile, You have the opportunity to provide additional information. In order to administer the Program, Your personal information may be shared with the Sponsor's Partners, franchisees, fulfillment houses, email service providers and mail houses and marketing companies providing services to such entities to further the purposes of the Program for their use pursuant to their privacy policies and practices. By enrolling and remaining a Member, You also consent to the transfer of Your information to hotels, including in the United States and other countries where data protection laws may differ from those of Your home country. To ensure that Your personal information is consistent, accurate, and up-to-date We may also share Your information with third parties for the

purpose of updating and enhancing the quality of Your communications from Us, including statements, third party news, Member offers, and messages from Our Partners. Members may also receive pre-arrival, reservation confirmation and post-stay e-mails from Us. You may change Your preferences regarding the communications that You receive from Us by logging into Your account online and managing Your subscriptions, or by contacting us in the manner described in Our Privacy Policies and the Program Terms and Conditions. We may modify Our Privacy Policies and the Program Terms and Conditions from time to time. Your continued participation in the Program following the posting of changes will indicate Your acceptance of the changes.

Sponsor maintains its own privacy notice which is applicable to members' participation in the Program, which Sponsor may update from time to time (the "Privacy Notice"). The current version of the Privacy Notice can be found in the footer of all pages on [www.myplacehotels.com](http://www.myplacehotels.com) and [www.myplacestayrewarded.com](http://www.myplacestayrewarded.com), or can be obtained by sending a written request to the following address:

My Place Hotels of America, LLC

1910 8<sup>th</sup> Ave NE

Aberdeen, SD 57401, USA

The personal information You provide is maintained in a database that is owned and/or controlled by Sponsor. Please see Our Privacy Notice for information about the way and the purposes for which We process, use and share personal information. By joining the Program, You are consenting to the collection, processing, disclosure and transfer of Your

personal information as described in Our Privacy Notice, as well as the transfer of Your personal information to the United States for the purpose of enrolling in and administering the Program.

#### **14. MISCELLANEOUS**

Participation in the Program and/or the awarding and redemption of Points is void where prohibited by law. Members are responsible for communicating name and address change information to the Program via [www.myplacestayrewarded.com](http://www.myplacestayrewarded.com), or by calling the My Place Stay Rewarded® team at 1-855-200-5685.

Use of the Program website is subject to the Terms of Use found in the footer of all pages on [www.myplacehotels.com](http://www.myplacehotels.com) and [www.myplacestayrewarded.com](http://www.myplacestayrewarded.com). Without limiting such Terms of Use (a) no warranties are made as to the content of the website or that the functioning of the website will be uninterrupted or error free; and (b) use of the website is at the Member's own risk.

Any notice required or permitted under these Terms and Conditions shall be immediately effective upon posting them on [www.myplacehotels.com](http://www.myplacehotels.com) and/or [www.myplacestayrewarded.com](http://www.myplacestayrewarded.com), or any successor website for the Program.

The Terms and Conditions in effect at the time in question for the applicable participating partner travel Program will govern the redemption and transfer of Points or earnings in such Programs.

#### **CONTACT US**

You may direct any questions with respect to the Stay Rewarded<sup>®</sup> Program by filling out a form on our “Contact Us” page or by calling the Stay Rewarded<sup>®</sup> team at 1-855-200-5685.

The Stay Rewarded<sup>®</sup> team is available from 8am-5pm Central Time, Monday-Friday, excluding certain United States holidays.