

MILLIONS OF BONUS POINTS TO PARADISE SWEEPSTAKES
Official Rules
No Purchase Necessary

1. **Eligibility:** The Millions of bonus points to Paradise Sweepstakes (the “Sweepstakes”) is open to legal residents of the fifty (50) United States and the District of Columbia who have reached the age of majority in their state of residence and who are Hilton HHonors members at time of entry. Hilton HHonors membership is free. To become a Hilton HHonors member, visit www.HiltonHHonors.com. Employees of Hilton Worldwide, its parent, affiliates and subsidiaries, franchisees, and participating promotion and advertising agencies (collectively, “Promotion Entities”), and members of their immediate families (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) and household members, whether or not related, are not eligible to participate. Void where prohibited by law. Subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s and judges decisions, which are final and binding on all matters related to the Sweepstakes.

2. **How to Enter:** There are two (2) ways to enter the Sweepstakes: (i) book a hotel stay, and (ii) by mail. The “Sweepstakes Period” is between 12:01am Eastern Standard Time (“EST”) on March 23, 2010 and 11:59pm EST on November 30, 2010. The Sweepstakes Period will be divided into three (3) separate and distinct entry periods. See chart below for complete details. **Book a Hotel Stay:** Book a stay at one of the seven participating hotels within the Hilton Worldwide portfolio in Hawaii either online at www.Hilton.com or by phone at 1-800- HHONORS (1-800-446-6677) during the Sweepstakes Period. If booking online, you must first register for the Sweepstakes before booking at www.HiltonHawaii.com/paradise by following the on-screen instructions. If booking by phone, you must request Promo Code HASW at time of your phone reservation. A list of participating hotels is available at www.HiltonHawaii.com/MillionsOfBonusPointsToParadise. Reward stay reservations are not eligible entries. You will be entered into the drawing based on the date your hotel stay is booked (per the chart below). (ii) **Mail-in Entry:** You can also enter without booking a room by hand-printing your name, complete address, telephone number (including area code), email address and HHonors number on a 3” x 5” paper and mailing it in an envelope with proper postage affixed to: HiltonHHonors Millions of Bonus Points to Paradise Sweepstakes, P.O. Box 1977, Danbury, CT 06813-1977. You will be entered into a drawing based on the postmarked date of your mail-in entry (per the drawing chart below). Mechanical reproductions, entries using macro, script or other forms of automatic entry and entries which subvert the entry process will be disqualified. All entries become property of Sponsor and will not be acknowledged or returned. Limit one (1) entry per person per entry period, for a total of THREE (3) entries per person for the entire Sweepstakes Period, regardless of method of entry. More than one (1) entry received from any person during any entry period will be void.

Entry Period	Entry Period Starts at 12:01 a.m. ET on:	Entry Period Ends at 11:59 p.m. ET on:	Mail-in Entries must be postmarked by:	Mail-in Entries must be received by:	Drawing Date
1	March 23, 2010	May 31, 2010	May 31, 2010	June 7, 2010	June 14, 2010

2	June 1, 2010	August 31, 2010	August 31, 2010	September 7, 2010	September 13, 2010
3	September 1, 2010	November 30, 2010	November 30, 2010	December 7, 2010	December 13, 2010

3. Winner Selection: On or about the dates set forth in the chart above, a random drawing will be conducted by PMC, an independent judging organization, to select one (1) Grand Prize winner from among all eligible entries received for the applicable drawing, for a total of three (3) Grand Prize winners. Odds of winning depend on the number of eligible entries received for the applicable drawing. Non winning eligible entries from one drawing will not carry forward into subsequent drawings. Decisions of the Sponsor and judges are final and binding in all respects.

4. Winner Notification/Requirements: Potential winners will be notified by e-mail, phone or regular/overnight mail at Sponsor's discretion. If Sponsor cannot locate a potential winner within seven (7) days of date of attempted notification, the prize may be forfeited and, at Sponsor's discretion, an alternate winner may be selected for the drawing at issue. Winners may be required to sign and return to Sponsor an Affidavit of Eligibility and a Liability/Publicity Release (unless otherwise prohibited) within seven (7) days of date of attempted notification. If a winner cannot be contacted within a reasonable time period, fails to sign and return the Affidavit of Eligibility, Liability & Publicity Release within the required time period, is not in compliance with these Official Rules, or a prize or prize notification is returned as undeliverable, such winner may forfeit prize and, at Sponsor's discretion, an alternate winner may be selected for the drawing at issue.

5. Prizes and Approximate Retail Value ("ARV"):

Grand Prize (3) (one (1) per entry period): 1,000,000 Hilton HHonors® bonus points and a 6-day/5-night trip for winner and one guest to stay at winner's choice of one of the seven participating hotels within the Hilton Worldwide portfolio in Hawaii. Trip includes: coach class round trip air transportation for two to/from major airport nearest winner's residence and Hawaii; hotel accommodations at the hotel selected by winner (one (1) standard room/double occupancy); daily breakfast for two; one dinner for two at a restaurant selected by Sponsor (up to a certain amount depending on the chosen hotel (eg. \$50 at Doubletree and \$228 at Grand Wailea); and ground transportation to and from airport in Hawaii. ARV of Grand Prize: \$9,425.00 - \$11,593.00. Actual retail value varies and depends on location of winner's residency, winner's hotel choice and dates of travel. Any difference between actual value and stated ARV will not be awarded.

All travel arrangements must be made through Sponsor's agent. All costs and expenses associated with prize acceptance and use not specifically provided herein (such as security fees, gratuities, luggage fees, additional meals and transportation, and incidental charges) are the responsibility of the winner. Winner and travel companion must travel together on same itinerary. Trip must be reserved 90 days in advance and must be completed within one (1) year of applicable prize drawing or prize may be forfeited and Sponsor will have no further obligation to winner. Blackout dates apply. Ground transportation may be provided in lieu of air transportation if winner resides within a 100 mile radius of destination and no compensation or substitution will be provided for difference in value. Hotel accommodations are subject to

availability. If accommodations at the chosen hotel are not available during the winner's selected dates, winner must choose a different participating hotel that is available during the winner's selected dates, or the winner must choose other dates during which the selected hotel has available accommodations. Winner and travel companion must possess and show valid travel documents prior to departure. If travel companion is a minor, s/he must be the child or legal ward of the winner. Travel companion must sign a liability/publicity release prior to ticketing. Parent or legal guardian of minor travel companion must sign a Release of Liability/Publicity on behalf of himself/herself and on behalf of the minor prior to travel. Once airline tickets have been ticketed, no changes will be permitted. Sponsor will determine airline, airports and flight itinerary in its sole discretion. Travel restrictions, conditions and limitations may apply. Sponsor will not replace any lost, mutilated, or stolen tickets or travel vouchers. Hilton HHonors bonus points are subject to the terms and conditions set forth in the HHonors Terms and Conditions. No substitution or transfer of a prize will be permitted, except that Sponsor reserves the right to substitute a prize (or portion thereof) of comparable or greater value, at its sole discretion. Limit one (1) prize per person. All prize details are at Sponsor's sole discretion. TAXES ARE THE SOLE RESPONSIBILITY OF THE WINNERS.

6. General Conditions: By accepting a prize, each winner grants Sponsor and its designees the right to use his/her name, biographical information, photo and/or likeness for advertising, publicity, promotional and other purposes in any and all media, now or hereafter devised, throughout the world in perpetuity, without additional compensation, notification or permission, except where prohibited by law. Released Parties (as defined below) are not responsible for lost, late, incomplete, illegible, inaccurate, delayed, stolen, misdirected, undelivered or garbled registrations, bookings or entries or for postage-due mail; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), Website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of registrations, entries or bookings, the announcement of the prizes or in any Sweepstakes-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Sweepstakes or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Sweepstakes or website, who are in violation of these Official Rules, or who act in an unsportsmanlike or disruptive manner as solely determined by Sponsor, will be disqualified and all associated entries will be void. Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Sweepstakes (or any portion thereof) for any reason, including, but not limited to, should any portion of the Sweepstakes be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, and, if terminated, at its discretion, select the potential winner(s) for the drawing(s) at issue from all eligible, non-suspect entries received for the applicable drawing(s) prior to action taken or as otherwise deemed fair and appropriate by Sponsor. If there is a dispute as to the identity of an online entrant, the prize will be awarded to the authorized account holder of the email address and s/he must comply with these Official Rules. The "authorized account holder" is defined as the natural person to whom the email

address is assigned by an Internet service provider, online service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

7. Limitation of Liability: By entering the Sweepstakes, entrants agree to release and hold the Promotion Entities and their respective officers, directors, employees and agents (collectively, "Released Parties") harmless for any injury, losses or damages, including death, to person or property caused or claimed to be caused, in whole or in part, directly or indirectly, by his/her participation in the Sweepstakes or his/her acceptance or use of a prize (including any travel or activity related thereto).

8. Governing Law/Jurisdiction: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of participants or Sponsor in connection with the Sweepstakes shall be governed by and construed in accordance with the internal laws of the state of New York, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state laws. Claims may not be resolved through any form of class action. Venue for all suits will be in federal or state courts located in New York, New York.

9. Severability: If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

10. Winners List: For the names of the winners, send your request to Hilton HHonors Million bonus points to Paradise Sweepstakes Winner List, P.O. Box 8500, Westport, CT 06888. Request must be received by December 31, 2010.

11. Sponsor: Hilton Worldwide, 7930 Jones Branch Drive, McLean, Virginia, 22102.

Hilton HHonors[®] membership, earning of Points & Miles[®], and redemption of points are subject to HHonors Terms and Conditions. ©2010 Hilton Worldwide.