



Six Continents® Hotels, Inc. and _____ [Name of Company]

Priority Club® Rewards Incentive Program Participation Agreement

Please complete and return this Agreement with your Incentive Program Participation Order Form.

This Agreement, effective the ____ day of ____ (month), ____ (year), by and between Six Continents Hotels, Inc. ("SCH"), a corporation organized under the laws of Delaware, having its principal place of business at Three Ravinia Drive, Suite 100, Atlanta, Georgia, 30346 and _____ ("Company"), a _____ located at _____ (City, State, Zip), governs Company participation in the Priority Club Point Vouchers ("PCPV") Program.

Whereas, SCH's Priority Club Rewards Program ("Priority Club") has developed the PCPV Program under which Recipients may be awarded Priority Club Points by InterContinental® Hotels Group and certain other Point Voucher Participants and can redeem such Points for travel and other awards; and

Whereas, Company desires to purchase Point Vouchers to provide to qualified Recipients for recognition, awards, or incentives; and Whereas, SCH is willing to sell Point Vouchers to Company on the following terms and conditions: Now, in consideration of the mutual covenants and promises in this Agreement, the parties hereto agree as follows:

- 1. Definitions – see Attachment A.
2. Company agrees that it will distribute Point Vouchers without charge and only to Recipients in one of Company's incentive programs, and that the Vouchers must meet at least one of the following purposes: a) Company Employee sales and/or job performance awards, recognition or incentives, or b) Company Customer awards, recognition or incentives.
3. No refunds will be given by SCH for Vouchers purchased by Company, except pursuant to Attachment B, paragraph 15, herein.
4. Company will complete and retain the Voucher Issuer Receipt after detaching it from the Point Voucher, for a minimum of one year from distribution date, and will deliver such records to SCH upon request, even if this Agreement has been terminated.
5. This Agreement shall remain in effect until terminated by either party on thirty (30) days' written notice to the other party at the address shown above, but Company may not terminate until it has properly distributed, or surrendered to SCH without compensation, all remaining Point Vouchers in its possession at the time and included with the written termination notice; or terminated immediately by either party, if the other party fails to cure a breach within ten (10) days after receipt of written notice of such breach at the address shown above.
6. Other provisions – see Attachment B. All provisions of Attachment B shall survive the termination.

By signing below, Company signifies its agreement to all terms and conditions of this Agreement. The parties agree that a signature sent by facsimile machine will be accepted as an original signature for the purposes of this Agreement.

Company: _____

Representative: _____

I agree that I have permission to authorize this purchase.

Signature: _____

Title: _____ Date: _____

Attachment A

Definitions – For all purposes of this Agreement, the following terms shall have the following meanings:

“Agreement” means this Incentive Program Participation Agreement, as it may, from time to time, be amended or modified in writing.

“Company” means the Company participating in the PCPV Program pursuant to this Agreement.

“Company Customer” or “Customer” means an individual with whom Company conducts business.

“Company Employee” or “Employee” means an individual who is on Company’s payroll or retained by Company for business purposes.

“Marks” means the trademarks, service marks, tradenames and logos owned by SCH or its subsidiaries or affiliates.

“Member” means, as of any date, an individual who is a Member in good standing in the Priority Club program.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization, government, or any group or political subdivision thereof.

“Point Vouchers” or “Vouchers” means the document distributed to Recipients by Company in a Company incentive program that entitles such Recipients to Priority Club Points based on the terms and conditions and the denomination specified on such document.

“Point Vouchers Participant” means any Person who, pursuant to the PCPV Program Rules and an agreement between SCH and such Person regarding such Person’s participation in the PCPV Program, offers Point Vouchers to Members.

“PCPV Program Rules” means the rules, regulations, and terms and conditions established or modified from time to time, by Priority Club, in its sole discretion, which shall govern the award of Point Vouchers.

“Priority Club Rewards” or “Priority Club” means SCH’s frequent guest program.

“Priority Club Point Vouchers” or “PCPV” means the program established and administered by Priority Club, as such program may be in effect from time to time, whereby Company distributes Point Vouchers to Recipients as defined in paragraph 2 on page 1 of this Participation Agreement.

“Recipients” mean those qualified Company Customers or Company Employees to whom Point Vouchers may be awarded by Company pursuant to an incentive program, and who are, or become, Members.

Attachment B

1. Each Voucher is subject to all of the terms and conditions stated thereon, which cannot be modified or waived by Company.
2. If Vouchers purchased by Company hereunder are resold, distributed or used for improper purposes, SCH may, at its option, cancel, void, refuse to honor and/or confiscate such Vouchers and any remaining Vouchers in the possession of Company and pursue any and all other rights and remedies that may be available. Company acknowledges that distribution or use of Vouchers for improper purposes will give rise to irreparable injury to SCH inadequately compensable in damages. Accordingly, Company agrees that SCH shall be entitled to obtain injunctive relief to prevent such unauthorized or improper distribution or use and/or prevent any breach of this Agreement and/or to compel specific performance.
3. SCH reserves the right in its sole discretion to approve all Companies who participate in the PCPV Program.
4. All advertising and promotional materials using “Priority Club,” “Priority Club Point Vouchers” or any other of SCH’s Marks shall be subject to prior written approval by SCH. Any unauthorized use of such Marks shall constitute a material breach of this Agreement and an infringement of SCH’s rights in and to such Marks. Nothing herein shall be construed as transferring to Company any ownership or interest in Marks.
5. Company will indemnify, defend and hold harmless SCH, its parent company, subsidiaries and affiliates, their officers, directors, agents and employees from and against any and all claims, losses, damages, suits, judgments, costs and expenses (including litigation costs and reasonable attorneys’ fees) arising out of or relating to Company’s performance, nonperformance, or improper performance of the provisions of this Agreement, including without limitation any claim by a Recipient of Company’s breach, violation or failure to comply with Company’s incentive program or the PCPV Program.
6. Company shall cooperate with all reasonable requests of SCH or Priority Club concerning any investigation and/or prosecution of anyone engaging in or suspected of engaging in Priority Club program or PCPV Program abuse or fraud including, but not limited to, assisting Priority Club in verifying Recipient’s Priority Club program membership status and cooperating with any civil or criminal prosecution.
7. SCH will not be responsible for lost, stolen, damaged or destroyed Vouchers once Vouchers are delivered to Company. Company, at its option and sole expense, may distribute replacement Vouchers to Recipients.

Attachment B (cont.)

8. Priority Club and its Priority Club program partners reserve the right to change program rules, regulations and special offers at any time without notice. This means that Priority Club may initiate changes, for instance, impacting partner affiliations. Such changes to Priority Club’s program may include modifications which (i) govern Points credits or other benefits earned on or after the date of change, (ii) change the value of already accumulated Points credits or other benefits, or (iii) govern Points credits or other benefits earned on or after the date of change and change the value of already accumulated Points credits. Priority Club reserves the right to terminate the Priority Club program with six months’ notice. Unless otherwise stated, the terms and conditions of the program’s *Awards, Rules & Conditions* brochure and *Membership Guide and Program Rules* govern the program and any benefit associated with the program. See priorityclub.com.
9. Neither party shall be liable for delays or failure in its performance hereunder caused by any act of God, war, strike, labor dispute, work stoppage, fire, act of government, or any other cause, whether similar or dissimilar, beyond the control of that party.
10. Both parties understand and agree that SCH may sell Vouchers or comparable products to any other Person or business.
11. Company may not assign or transfer this Agreement or any right or obligation under it, without the prior written consent of SCH. SCH may assign this Agreement to its parent, subsidiary or affiliate.
12. Nothing contained herein shall be deemed to create an association, partnership, joint venture, or relationship of principal and agent or master and servant between the parties hereto or any affiliates or subsidiaries thereof, or to provide either party with the right, power or authority, whether expressed or implied, to create any such duty or obligation on behalf of the other party.
13. “Priority Club’s Confidential Information” shall mean any information regarding Members that Priority Club chooses to give access to Company and any information identified orally or in writing by Priority Club as confidential immediately prior to or immediately after disclosure by Priority Club to Company. Company acknowledges that Priority Club’s Confidential Information is the sole and exclusive property of SCH. Company shall reveal Priority Club’s Confidential Information only to such Company Employees who have need to know such information in order to carry out the terms, conditions and purposes of this Agreement. Company shall, and shall cause its Employees to, for a period of five years after the date hereof, hold and maintain as confidential all of Priority Club’s Confidential Information and will not release or disclose same to any third party, including affiliates. Information shall not be subject to the foregoing confidentiality restrictions to the extent such information (i) was in possession of or known to Company prior to Company’s execution of this Agreement; (ii) is or becomes public knowledge other than by means of a breach of confidentiality by Company; (iii) is received by Company from a third party that is lawfully in possession of such information and under no duty to keep it in confidence; or (iv) is required by law or court order to be disclosed to governmental or regulatory authorities. Company will not use Priority Club’s Confidential Information for any purpose other than the purposes stated herein. Notwithstanding the foregoing, Priority Club acknowledges and agrees that certain Members are Company Customers or Company Employees and that Company will not be restricted hereunder from using or disclosing names, addresses or other information regarding such Customers or Employees in connection with Company’s business so long as (i) in the case of disclosure to third parties, travel with Priority Club and/or the status of being a Member is not identified as a factor or criteria in compiling such information, and (ii) in the case of use by Company, any promotions directed at such Customers or Employees by Company jointly with others will not reference such Customers or Employees as Members or travelers with Priority Club.
14. This Agreement constitutes the entire agreement between Company and SCH with respect to the subject matter hereof and supersedes all prior contemporaneous agreement or understandings, if any, whether written or oral, relating to such subject matter. This Agreement shall not be effective or enforceable until accepted by SCH at its headquarters in Atlanta, Georgia. Such acceptance by SCH shall be signified only by the actual delivery of the Vouchers to Company, at which time this Agreement shall become fully enforceable without the need for any signing of the Agreement by SCH. No modifications, amendment, or waiver of this Agreement or any of its terms shall be effective or binding unless made in writing and signed by both parties.
15. Priority Club may suspend or cancel the PCPV program or Company’s participation in the PCPV program at any time upon notification to Company. In such event, Company shall promptly return to Priority Club all undistributed Vouchers, and if there shall be no default by Company hereunder, Priority Club may, in its sole discretion, as an accommodation to Company, upon receipt of such Vouchers, reimburse Company the amount paid by Company to Priority Club for such Vouchers. Priority Club may, in its sole discretion, deduct a reasonable administrative fee for processing such refund.
16. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, and any litigation necessary to resolve disputes between the parties shall be filed in the state courts located in DeKalb County, Georgia, or in the U.S. District Court for the Northern District of Georgia.