

**TERMS OF USE –ATTENDEE WEBSITE
(formerly “HILTONLINK” PERSONAL ONLINE GROUPS)**

Please read these terms of use for personal online group websites (“Terms of Use”) carefully. By accessing or using the services related to group websites via the supplied URL, you agree to these Terms of Use. These Terms of Use constitute a binding and enforceable legal contract between Hilton Worldwide Holdings, Inc., a Delaware corporation (“Hilton,” “we” or “us”) and you. If you do not agree with these Terms of Use, do not access or use the services related to group websites.

1. DESCRIPTION OF THE SERVICES AND USE

1.1 The services (“Services”) include access to a temporary website (as a subdomain or subfolder) that is designed to allow users to share information, materials and content within a personal or business online group (each a “Group”) in connection with such Groups’ activities and/or events that take place at a hotel facility operating within the Hilton portfolio of brands.

1.2 The website created in connection with the Services will be visible to members of the public and/or become accessible to those outside of your Group.

1.3 Hilton may discontinue or change the Services (or any element thereof) and/or these Terms of Use, at any time and without notice. Your continued use of the Services after any such change signifies your acceptance of the new terms.

1.4 Hilton or its designees may reject or delete any Content at any time in Hilton’s sole discretion. Hilton does not assume any responsibility for the Content or any obligation to monitor, modify or remove Content.

1.5 You acknowledge and agree that:

(a) you are solely and exclusively responsible for all information, data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials (“Content”), whether publicly posted or privately transmitted, that you provide in connection with the Services;

(b) the Group website and Services may include certain advertisements, marketing and other communications from Hilton that are unrelated to the Group and that you will not be able to opt out of receiving them or having certain portions of the Group website dedicated to such material;

(c) you will not use the Services to transmit, directly or indirectly, any unsolicited bulk communications (including emails, text, or other messages) or harvest user information to transmit such communications;

(d) you will comply with all laws in connection with your use of the Services;

(e) you are responsible for all activities that occur in connection with the use of your log-in credentials, even if the activities were not authorized by you; and

(f) you will not provide, access or use any Content in a context which may be deemed as defamatory, libelous, obscene, harassing, threatening, incendiary, racist, offensive, deceptive or fraudulent, encouraging criminal or offensive conduct, or which violates the rights of Hilton or any other third party (including any intellectual property rights, privacy rights, contractual or fiduciary rights), or otherwise shows any person, entity or brand in a bad or disparaging light.

2. WARRANTIES

You represent and warrant that:

(a) you are at least 18 years of age and possess the legal authority, right and freedom to enter into these Terms of Use for yourself and on behalf of the Group;

(b) you have (and will maintain) all right, title, licenses, consent, and authority with respect to all Content as may be necessary to access, upload, copy, display, use, publish, transfer and license such Content in connection with the use of and Hilton’s provision of the Services;

(c) the Content is (and will continue to be) true, current, accurate and non-infringing upon any third party rights, and in no way unlawful for you to upload, import, copy, possess, post, transmit, display or otherwise use in the country in which you or the Group’s users reside and for Hilton and the Group’s users to access, copy, use or possess in connection with the Services; and

(d) you will not upload or transmit Content that contains viruses or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, or otherwise permit the unauthorized use of a computer or computer network.

3. PROPRIETARY RIGHTS

3.1 You hereby grant to Hilton a non-exclusive, royalty-free, fully-paid worldwide license to use, modify, publicly perform, publicly display, reproduce, sublicense and distribute Content in connection with the Services.

3.2 As between you and Hilton, Hilton owns and retains all right, title and interest in the Services, including all derivative works, modifications, and enhancements to the Services. Hilton hereby grants you a limited, revocable, non-sublicensable license to use the Services (excluding any software code) solely in connection with the Group subject to the restrictions contained in these Terms of Use. Without limiting the generality of the foregoing sentence, Hilton’s name, trademarks, service marks, logos, and the look and feel of our color combinations, button shapes, and other graphical elements on the website are all the exclusive property of Hilton and are Hilton trademarks and the use of such Hilton property is not intended to and shall not be deemed to grant to you or any users of the Services, or any third party, any ownership interest therein.

3.3 You may disclose the URL for the Group website to your Group but you may not download, extract or copy any other element of the Service, and you may not use any data mining, robots, or similar data gathering and extraction tools, frame any portion of the Group website or Services, or reproduce, reprint, copy, store, publicly display, broadcast, transmit, modify, translate, port, publish, sublicense, assign, transfer, sell, loan, or otherwise distribute the Services.

4. THIRD PARTY SITES; ADVERTISERS

The Services may include links to third party websites, email clients, and social networking tools, including links provided as automated search results. You acknowledge and agree that use or access to any such third party websites, email clients and tools are at your sole risk.

5. GLOBAL PRIVACY STATEMENT

Personal information that you provide in connection with the Services is subject to the Global Privacy Statement. You can review the Global Privacy Statement concerning the Services by clicking on the Global Privacy Statement link located on www.hilton.com.

6. DISCLAIMERS AND LIABILITY

6.1 YOU AGREE THAT YOUR USE OF THE WEBSITE AND SERVICES IS AT YOUR OWN RISK. THE WEBSITE AND SERVICES ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. THERE IS NO GUARANTEE THAT THE WEBSITE OR SERVICES ARE OR WILL BE ERROR-FREE, MEET YOUR REQUIREMENTS, BE RELIABLE OR BE AVAILABLE AT ANY SPECIFIC TIME OR FOR ANY DURATION. TO THE EXTENT PERMITTED BY LAW, HILTON DISCLAIMS IMPLIED WARRANTIES THAT THE WEBSITE AND ALL SOFTWARE, CONTENT AND SERVICES DISTRIBUTED THROUGH THE WEBSITE ARE MERCHANTABLE, OF SATISFACTORY QUALITY, ACCURATE, TIMELY, FIT FOR A PARTICULAR PURPOSE OR NEED, OR NON-INFRINGEMENT.

6.2 TO THE FULLEST EXTENT PERMITTED BY LAW, HILTON, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, AFFILIATES, HOTELS OPERATING UNDER HILTON BRANDS, FRANCHISEES, SUPPLIERS AND EACH OF THEIR RESPECTIVE OWNERS, AFFILIATES, EMPLOYEES, CONTRACTORS AND AGENTS ("HILTON INDEMNITEES") SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE RELATED TO THE WEBSITE OR THE SERVICES IS TO DISCONTINUE YOUR USE OF THE WEBSITE AND THE SERVICES. THESE EXCLUSIONS APPLY TO ANY CLAIMS FOR LOST PROFITS, LOST DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF WE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, THE HILTON INDEMNITEES' LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. YOU ACKNOWLEDGE AND AGREE THAT THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART

THE CONSIDERATION FOR MAKING THE WEBSITE AND SERVICES AVAILABLE TO YOU.

7. INDEMNIFICATION

Upon a request by us, you shall indemnify and hold harmless Hilton and all other Hilton Indemnitees from any and all allegations, demands, claims, liabilities, damages, fines, penalties or costs of whatsoever nature (including reasonable attorney's fees), and whether by reason of death of or injury to any person or loss of or damage to any property or otherwise arising out of or in any way connected with your use of the Services or arising from a breach of these Terms of Use. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

8. MISCELLANEOUS

8.1 You agree that the laws of the **State of New York** govern this Agreement and any claim or dispute that you may have against us, without regard to New York's conflict of laws rules, and that the United Nations Convention on Contracts for the International Sale of Goods shall have no applicability. You further agree that any disputes or claims that you may have against us will be heard exclusively in the **United States District Court for the Eastern District of Virginia in Alexandria, Virginia** or, if federal jurisdiction is lacking, in the courts of the **Commonwealth of Virginia in Fairfax County, Virginia**, and you agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action. Any claim or cause of action arising out of or related to the Services must be filed within one (1) year after such claim or cause of action first arose or be forever barred.

8.2 Your right to use the Services automatically terminates if you violate these Terms of Use or any rules or guidelines posted in connection with the Services. We also reserve the right, in our sole discretion, to terminate your access to all or part of the Services, for any reason, with or without notice.

8.3 The Terms of Use and the Services do not and shall not be construed to create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between you and Hilton.

8.4 The Terms of Use constitutes the entire agreement between us relating to the subject matter herein.

8.5 The failure of Hilton to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision. If any provision of the Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Use remain in full force and effect.

8.6 These Terms of Use were written in English and translated into other languages for convenience. If a translated (non-English) version of these Terms of Use conflicts in any way with the English version, the provisions of the English version shall control.