

**80 YEARS OF BELIEVING SWEEPSTAKES**  
**Official Rules**  
**No Purchase Necessary**

1. Eligibility: The 80 Years of Believing Sweepstakes (the “Sweepstakes”) is open to legal residents of the fifty United States and the District of Columbia who have reached the age of majority in their state of residence. Employees of the Arizona Biltmore and Hilton Hotels Corporation and each of its parents, affiliates and subsidiaries, participating promotion and advertising agencies, (“Promotion Entities”) and members of their immediate families, regardless of whether they reside in the same household, 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 decisions, which are final and binding on all matters related to the Sweepstakes.

2. How to Enter: Between 12:00am (PST) on November 30, 2009 and 11:59pm (PST) on January 30, 2010 (“Promotional Period”), book a room at the Arizona Biltmore. You may book it via any valid method, such as online at [www.arizonabiltmore.com/sweepstakes](http://www.arizonabiltmore.com/sweepstakes) or via the telephone. Stay must be completed during the Promotional Period. You can also enter without booking a room if you mail your name and address on a 3” x 5” card to Arizona Biltmore Attn: Holiday Sweepstakes Entry 2400 E. Missouri Ave. Phoenix, AZ 85016. Mail-in entries must be postmarked during the Promotional Period and received by February 8, 2010. All entries must be submitted during the Promotional Period, regardless of method of entry. Entries using macro, script or other forms of automatic entry will be disqualified. Sponsor is not responsible for late, lost, incomplete, inaccurate, or misdirected entries or entries not received for any reason. All entries become property of Sponsor and will not be acknowledged or returned. Limit one entry per person, regardless of method of entry.

3. Winner Selection: On or about February 26, 2010 a random drawing will be conducted to select the two (2) winners from all eligible entries. Odds of winning depend on the number of eligible entries received. Decisions of the judges are final and binding in all respects. Winners will be notified by e-mail, phone or regular/overnight mail at Sponsor’s discretion. If Sponsor cannot locate a potential winner within 7 days of attempted notification, the prize may be forfeited and an alternate winner may be selected.

4. Prizes and Approximate Retail Value: Two (2) Grand Prizes:

(a) First Grand Prize “Resort Indulgence”: Two trips consisting of:

(i) a 6-day/5-night trip for winner and one guest to stay at the Grand Wailea in Hawaii. Trip includes: first class round trip airfare for two to/from major airport nearest winner’s residence and Maui, HI; hotel accommodations at the Grand Wailea (one room/double occupancy); daily breakfast for two; one dinner for two at Humuhumunukunukuapua’a (up to \$450); one Premier Luau at Grand Wailea; two a la carte spa treatments at Grand Wailea’s Spa Grande at \$300 each (or less depending on the treatment selected); and winner’s choice of wind surfing lessons for two, Kayak Tours for two, or Snorkeling for two; and

(ii) a 6-day/5-night trip for winner and one guest to stay at the Dakota Mountain Lodge in Park City, Utah. Trip includes: first class round trip airfare for two to/from major airport nearest winner's residence and Park City, UT; hotel accommodations at the Dakota Mountain Lodge (one room/double occupancy); daily breakfast for two; one dinner for two at Spruce (up to \$450); one Premier Luau at Grand Wailea; two spa treatments at Golden Door Spa at \$300 each (or less depending on the treatment selected); and winner's choice of ski lift tickets for two, ski lessons for two, or horseback riding for two; and

(iii) one (1) \$500 American Express gift card.

(b) Second Grand Prize: "City Adventure": Two trips consisting of:

(i) a 6-day/5-night trip for winner and one guest to stay at the Waldorf=Astoria in New York City. Trip includes: first class round trip airfare for two to/from major airport nearest winner's residence and New York, N.Y.; town car service for two to/from airport in NYC; hotel accommodations at the Waldorf=Astoria (one room/double occupancy); daily breakfast for two; one dinner for two at Bull & Bear (up to \$600); one dinner for two in NYC at one of the following restaurants as selected by winner: Per Se, Le Bernardin or Jean Georges (up to \$700); two a la carte spa treatments at Waldorf=Astoria's Guerlain Spa at \$500 total for two treatments (or less depending on treatments selected); and two tickets to a Broadway Show (as selected by Sponsor); and

(ii) a 6-day/5-night trip for winner and one guest to stay at the Roosevelt Hotel in New Orleans. Trip includes: first class round trip airfare for two to/from major airport nearest winner's residence and New Orleans, LA; town car service for two to/from airport in New Orleans; hotel accommodations at the Roosevelt Hotel (one room/double occupancy); daily breakfast for two; one dinner for two at Dominica (excluding alcoholic beverages) (up to \$600); one dinner for two in New Orleans at one of the following restaurants selected by winner: Emeril's, Gautreau's or Brigsten's (excluding alcoholic beverages) (up to \$700); two a la carte spa treatments at Roosevelt Hotel's Guerlain Spa at \$500 total for two treatments (or less depending on treatments selected); and two tickets to one of the following events, depending on the time of year trip is taken: Jazz Festival, Mardi Gras or Historic Plantation Tour (no substitution will be provided if no event is taking place during the winner's trip); and

(iii) one (1) \$500 American Express gift card.

Approximate retail value of First Grand Prize: \$16,490 Approximate retail value of Second Grand Prize: \$15,290. Actual retail value depends on location of winner's residency. Selection of airports and airlines is within the sole discretion of Sponsor. All other expenses not specifically provided herein (such as gratuities and incidental charges) are the responsibility of the winner. Winner and travel companion must travel on same itinerary. Each trip must be reserved 90 days in advance and must be completed by December 31, 2010. Blackout dates apply. Ground transportation may be provided in lieu of air transportation. Hotel accommodations are subject to availability. Winners and travel companions must possess and show valid travel documents prior to departure. Sponsor will determine airline and flight itinerary in its sole discretion. If travel companion is a minor, s/he must be accompanied on the

trip by his or her parent or legal guardian. Travel restrictions, conditions and limitations may apply. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or gift cards. Gift card restrictions apply.

5. General Conditions: TAXES ARE THE SOLE RESPONSIBILITY OF THE WINNER. Winners must sign and return to Sponsor an affidavit of eligibility and a liability/publicity release (unless otherwise prohibited) within seven (7) days of attempted notification. Travel companions 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 travel arrangements have been made, no changes will be permitted. If a winner cannot be contacted, or fails to sign and return the Affidavit of Eligibility, Liability & Publicity Release within the required time period, potential winner may forfeit prize and an alternate winner may be selected. By accepting a prize, winner grants Sponsor the right to use his/her name, photo and likeness for advertising or publicity purposes in any media throughout the world without additional compensation. By entering Sweepstakes, entrants agree to hold the Promotion Entities and their officers, directors, employees and agents harmless for any injury or damages caused or claimed to be caused by his/her participation in the Sweepstakes or his/her acceptance or use of a prize. No substitution or transfer of a prize will be permitted, except that Sponsor reserves the right to substitute a prize of equal or greater value if the advertised prize is unavailable. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prize.

6. Internet: Sponsor is not responsible for electronic transmission errors of any sort that result in an omission, interruption, deletion, defect, or delay in operations. Sponsor is not responsible for technical, satellite, electronic, computer, hardware or software malfunctions or limitations of any kind. If for any reason the Sweepstakes is not capable of running as planned, by reason of technical failures or any other causes, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes. Sponsor reserves the right, but not the obligation, to select winners in a random drawing from those who entered prior to the error that prompted the Sponsor's action. Sponsor further reserves the right to disqualify any individual who tampers with the entry process. 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. 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. 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.

8. 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.

9. Winners List: For the names of the winners, send your request to Arizona Biltmore 2400 E. Missouri Ave Phoenix, AZ 85016 ATTN: PR Dept, Winners List Request. Request must be received by February 26, 2010.

10. Sponsor: Hilton Hotels Corporation, 7930 Jones Brand Drive, McLean, Virginia, 22102.

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