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Section 1: Consents, Releases and Indemnification

The following Consents and Releases must be executed annually by all Members prior to membership for the upcoming calendar year becoming effective.

IHG Data:

As a Member or authorized representative of a Member of the IHG Owners Association (the "Association"), I hereby authorize the Association to request and obtain from Six Continents Hotels, Inc., an InterContinental Hotels Group company ("IHG"), all and any data related to the hotels in which I have an ownership interest and/or for which I serve as a Member, including but not limited to the Member's personal information (addresses, phone numbers and email addresses) (collectively, the "Relevant Data") as set out in this Consent and Release for Data Sharing by IHG (the "Consent"), for the purpose of facilitating membership in the Association as set out herein and as may be amended from time to time, and for providing the benefits associated with membership in the Association.

The Association agrees that it shall not sell, release, disclose, disseminate, make available, transfer or otherwise communicate the Relevant Data provided by IHG to the Association under this Consent to any third party without my consent.

The Association agrees that it shall maintain appropriate security measures to protect any data, including the Relevant Data, provided to it by IHG under this Consent.

I hereby provide to IHG, its agents, employees, contractors, and assigns, express permission, authorization and consent to share all and any data, including but not limited to the Relevant Data with the Association as requested pursuant to this Consent, in IHG's sole and exclusive discretion, and subject to the terms set out in this Consent.

I hereby release, discharge and agree to hold harmless IHG and all persons acting under its permission or upon its authority or for whom it is acting, from any liability to me and/or any third party arising from this Consent.

I hereby authorize the Association to share the names and IHG One Rewards account numbers of all Principal Members and Appointed Members (as defined below) on the membership account with IHG.

Agreements with Allied Members and Strategic Partners:

From time to time, the Association enters into agreements with third parties who desire to market to and/or sell products and services to Members. In exchange for a fee to the Association or other consideration, such parties become "Allied Members" or "Strategic Partners". In consideration of becoming a Member of the Association, I, and the franchisees for, or owners of, the Member Hotels that I represent (hereafter, "I"), hereby release from liability and waive my right to sue the Association with respect to any and all claims or injury I may or have suffered arising from or related to (i) any agreement I shall hereinafter enter into with or have previously entered into with an Allied Member or Strategic Partner; or (ii) any products or services I shall hereinafter purchase or have previously purchased from, or otherwise receive from or through, an Allied Member or Strategic Partner.

Responsibility for Actions:

Section 2: Member Code of Conduct

To protect the best interests of the Association and fellow Members, I acknowledge I, and any Appointed Members on my account, will follow a code governing conduct, etiquette and privacy for matters that relate to the hospitality business, the Association and to Members. Failure to abide by this Member Code of Conduct (the "Code") may subject me to disciplinary action, up to and including the termination of my membership in the Association, in accordance with the Association's Bylaws. The Code requires that I shall:

- **Ethical Conduct.** Act with honesty, integrity and competence in my personal and business affairs to uphold the reputation of the hospitality industry and the Association.
- **Professional Conduct.** Act with courtesy and respect. Refrain from conduct that may constitute harassment or be considered discriminatory, unprofessional or distasteful, including without limitation, defamatory, abusive, profane or threatening language.
- **Confidentiality and Privacy.** Protect confidential information of the Association and fellow Members from unintentional disclosure to protect the value of each Member's respective franchises, Association information and the personal information of others.
- **Liability Prevention.** Act in a manner to prevent legal liability to the Association and to fellow Members. While the Association acknowledges the possibility that there may exist a circumstance in which a Member considers access to the courts as its only remedy vis a vis the Association or another Member, such Member shall first use their best, good faith efforts to resolve such circumstance before commencing any legal action.

The following is provided for the purposes of illustrating what may or may not be acceptable under the Code. This list is not exclusive; the general principles listed above will apply to other interactions as each Member conducts their hospitality business and interactions with the Association. **The Association CEO, in consultation with the Association Board Chair, shall be the final arbiter of what may or may not be acceptable in any given situation, and what constitutes a violation of the Code.**

Members of the IHG Owners Association must:

- Comply with the Association's Bylaws and all other Board-approved rules and policies.
- Comply with the Association's Member Center User Policy, which can be found [here](#).
- Avoid any behavior that may bring discredit to the Association or an IHG brand or functional area.
- In communication with others, focus on the content of a communication or the opinions expressed and not on the people making them. Extend the benefit of the doubt to others.
- Respect the mission of the Association and the communication forums it facilitates. Use such forums to share successes, challenges, constructive feedback, questions and goals.
- Not use Association forums to advertise products or services that they provide. If a Member has found a product or service helpful, the Association encourages the sharing of such an experience in an appropriate forum, at the appropriate time and in a respectful way.
- Use caution when discussing specific people and products in public forums. Depending on the forum (be it written, in person or online), failure to comply with this provision may expose the Member and others to liability for libel, slander, antitrust or other applicable laws.

- Not communicate in a public forum anything that such Member, another Member or the Association would not want the general public to see or be attributed to such Member, another Member or the Association.
- Respect intellectual property. With respect to any forum, Members must only post or share content that they have personally created, or that they have permission to use and have properly attributed to the content creator(s).
- Indicate if the item is not available for reuse when posting or sharing items in any collaborative environment.
- Never engage in doxing.

Members' Group Etiquette for Written Communications

In addition to the rules of conduct above, I also will respect the time of those with whom I may communicate, regardless of forum, as follows:

- In all written communications, I will state concisely and clearly the topic of my comments in the subject line to allow for response efficiency and searchability for future reference.
- In written group communications, I will send messages such as "thanks for the information" to individuals, and not to all persons on the list. I will accomplish this by using the "Reply to Sender" link in every message.
- I will not send administrative messages, such as "remove me from the list," to the group.
- I will not send spam or otherwise duplicative or unsolicited messages.
- I will not send or post infringing, obscene, threatening, libelous or otherwise unlawful or tortious material, including material harmful to children or in violation of third-party privacy rights.
- I will not send or post any defamatory, abusive, profane, threatening, offensive or illegal materials.
- I will not send or post material containing software viruses, worms, Trojan horses or other harmful or malicious computer code, files, scripts, agents or programs.

Code Enforcement

Membership in the Association is a privilege. I understand that should I, or any Appointed Members on my account, violate the Code, the Association has the right to terminate or suspend my membership pursuant to the procedure set forth in the Association's Bylaws.

I will indemnify, defend and hold the Association harmless from and against any claims, liabilities or losses (whether contingent, fixed or unfixed, liquidated or unliquidated or otherwise), including reasonable attorneys' fees it suffers relating to or arising under (a) any breach by me of this Code; (b) any person designated to act on my behalf or on behalf of a Member Hotel (e.g., serving as a Working Group Volunteer); or (c) any Appointed Member on my account. With respect to the Association's online resources (such as the Member Center), the Association does not actively monitor for inappropriate postings and does not on its own undertake editorial control of postings. However, should any inappropriate posting come to the attention of the Association, it will take appropriate actions including, but not limited to, removing the offending post and terminating the access for any Member (or any person acting on behalf of such Member) who does not abide by this Code.

This Code shall be construed in accordance with the laws of the state of Georgia. Any disputes that cannot be resolved by negotiations shall be referred to the exclusive jurisdiction of the state or federal courts in Fulton County, Georgia and you hereby stipulate to venue in, and submit to, the jurisdiction of said courts.

The Association CEO reserves the right to amend the Code as appropriate at their sole discretion.

Section 3: 2024 Membership and Dues Requirements

Eligibility and Free Nights Program Annual Allocation Requirements

- Each Principal Correspondent for one or more IHG-branded hotels may be eligible to become a Principal Member of the Association. Once Principal Membership is conferred, such individual's hotel(s) become "Member Hotel(s)". In addition, individuals with Eligible Roles (as defined below) may also become Appointed Members under a Principal Member's membership account. A Principal Member may add persons with Eligible Roles in the Principal Member's Member Hotels by designating each such individual as an Appointed Member under the Principal Member's account in accordance with Association procedures. The Principal Member (or, where applicable, Principal Member's employer) is responsible for the actions of any and all Appointed Members on their account. An Appointed Member may be designated to receive their own Free Nights Program Annual Allocation of free room nights ("Annual Allocation") by the Principal Member, subject to applicable Association policies.
 - An Appointed Member with a Free Nights Program Annual Allocation was previously known as a "cardholder".
 - The Free Nights Program Annual Allocation was previously known as the "member benefits card".

Eligible Roles are those in which an individual is an owner, operator, partner or investor of one or more of the Principal Member's Member Hotels, or an individual affiliated in a management capacity with one or more of the Principal Member's Member Hotels.

- Individuals who do not meet the Eligible Roles requirement (as defined above), such as friends or relatives, may not join the Association or be issued Annual Allocations.
- A Principal Member's Annual Allocation must be generated from that Principal Member's membership account.
- A Principal Member with Billable Hotel(s) (as defined below) cannot be an Appointed Member on another Principal Member's membership account.
- By executing this document, the Principal Member (or their authorized representative, on behalf of the Principal Member) hereby warrants and represents to the Association that they have the authorization from each individual they designate as an Appointed Member to provide the Association with said designated individual's name, IHG One Rewards number, email address, and any other information required by the Association in order to confer Appointed Membership status to such designated individuals. The Principal Member hereby indemnifies, defends and holds the Association harmless from any claims, losses, judgments, or demands whatsoever (including reasonable attorneys' fees) arising from or related to the breach of this warranty. If an Appointed Member has been granted authority by the Principal Member to execute these Membership Terms and Conditions on behalf of the Principal Member as further detailed below, these Membership Terms and Conditions shall be binding upon the Principal Member and all Appointed Members on the Principal Member's account, regardless of when such Appointed Members become Appointed Members during the Membership Year.

Joining the IHG Owners Association/Renewing Membership

- Membership in the Association is established on a calendar year basis. Therefore, all memberships expire on December 31 of each year, regardless of when membership was activated within the year. Notwithstanding the foregoing, Member Hotels are required to abide by the Free Nights Program Hotel Requirements, which can be found at <https://www.owners.org/member-benefits/free-nights>, through April 3 of the year following the Membership Year (as defined hereinbelow).

- Starting the fourth quarter of each calendar year, the Association shall begin sending non-member Principal Correspondents offers to join the Association for the upcoming year. In addition, the Association shall send Principal Members and Appointed Members membership renewal notices. However, Principal Correspondents may join or renew membership at any time throughout the year.
- **Upon joining the Association and after payment of applicable dues for all Billable Hotels, each Principal Member will receive one Annual Allocation for each Billable Hotel in their portfolio and may optionally purchase a maximum of one additional Annual Allocation per Billable Hotel (subject to each additional Appointed Member who is designated to receive said Annual Allocation meeting the Eligible Roles requirement).**

For example: If a Principal Member has five Billable Hotels in their portfolio, the Principal Member will receive five Annual Allocations with their membership, and the Principal Member may purchase up to five additional Annual Allocations.

- Each Annual Allocation is linked to an IHG One Rewards account. For all Annual Allocation designations, the Principal Member must provide each Appointed Member's name, address, unique email address, mobile and office phone numbers and IHG® One Rewards number during the sign-up or renewal process. At their option, the Principal Member can designate themselves to receive an Annual Allocation.
- Once complete information and membership dues have been received and processed for all Billable Hotels, membership will be considered effective, and Annual Allocations will typically be issued within seven to ten (7-10) business days.
- All Principal Members and Appointed Members are required to comply with the Terms and Conditions for Membership and the Free Nights Program Terms and Conditions, which can be found at <https://www.owners.org/member-benefits/free-nights>.
- For as long as a Principal Member is a Member, the Principal Member may designate one or more Appointed Members (whether or not said Appointed Member(s) have been designated to receive an Annual Allocation) to represent the Member Hotel(s), subject to Principal Member's obligation (or, where applicable, Principal Member's employer's obligation) to be responsible for their actions. Appointed Members may, at the discretion of the Principal Member, receive any or all of the following (collectively, "Appointed Member Benefits"):
 - The authority to act as the PC's agent to make membership transactions on behalf of the Principal Member, including paying Association dues, purchasing additional Annual Allocations, and assigning such Annual Allocations to other Appointed Members;
 - An Annual Allocation (if the applicable Member Hotel has not reached its limit of Annual Allocations);
 - Association communications, access to the Member Center, and invitations to attend Expert Sessions; and
 - The opportunity to volunteer to serve on an Association Working Group, subject to the Association's selection process and compliance with all volunteer requirements.
 - If the hotel which the PC Representative is representing ceases to be a Member Hotel at any time during the membership year, the Appointed Members may no longer be eligible to receive certain Appointed Member Benefits, in the Association's sole discretion.
 - Only the Principal Member and Appointed Members with Annual Allocations shall receive complimentary IHG One Rewards Platinum upgrades.

Billable Hotels

General Billable Hotel Requirements

Each applicant must execute these Membership Terms and Conditions before the Association can complete the membership activation process.

Any hotel that is open or scheduled to open during the 2024 calendar year is considered a "Billable Hotel" for 2024 and is subject to 2024 Association membership dues. As noted above, complete information and membership dues must be received and processed by the Association for all Billable Hotels in order for the Principal Member to remain in good standing with the Association, and prior to membership becoming effective. The Association may process membership application funds upon receipt but membership will not be activated until all application information has been provided.

All hotels for which a Member has an ownership interest (regardless of the investment level) are considered Billable Hotels, regardless of whether the Member is listed as the Principal Correspondent for all such hotels.

All hotels for which a Member has a management affiliation are considered Billable Hotels, regardless of whether the Member is listed as the Principal Correspondent for all such hotels.

Dues must be paid in full for all Billable Hotels owned or operated by each Principal Correspondent (as designated in IHG's records) prior to the Principal Correspondent's Association membership becoming effective for any hotel in the Principal Correspondent's portfolio. Issuance of Annual Allocation(s) can then begin.

General Membership Requirements

- The term of membership is for the 2024 calendar year and expires December 31, 2024 (the "Membership Year"), excepting that compliance with the Free Nights Program Requirements is required through April 3 of the following year for each Member Hotel.
- The Annual Allocation is valid for 2024 stays only.
- Once the Association issues an Annual Allocation, it cannot make any changes.
- If any element of the Member's information is missing or invalid (including the IHG One Rewards number), it will not be possible to issue that individual an Annual Allocation.
- Annual Allocations are **not transferrable**. In the event the Principal Member ceases to be the Principal Correspondent for the applicable Member Hotel, such Principal Member's Association membership, as well as the Association membership of all Appointed Members on such Principal Member's account, shall immediately terminate. (Exception: If there is no change to the hotel's ownership and/or management, then the Appointed Members can typically be affiliated with the new PC by contacting the Association's Membership Department, with no gap in Appointed Member Benefits.) Hotel membership may also be terminated per applicable Association policies.
- If a Principal Correspondent's membership application fails to provide the names of additional individuals to become Appointed Members during the sign-up or renew process, the Association will issue only one Annual Allocation, in the Principal Correspondent's name (if the Principal Correspondent was previously a member with an Annual Allocation). If the Principal Correspondent was not previously a member with an Annual Allocation, the Principal Correspondent must contact the Association Membership Department for issuance of one or more Annual Allocations.
- For Principal Members who have not reached the maximum number of Annual Allocations permitted for their accounts, those Principal Members may add additional Appointed Members with Annual Allocations (or designate one or more existing Appointed Members to receive Annual Allocations) at any time of the year by accessing their Member Center account, or by contacting the Association's Membership Department by email or phone at membership@ihgowners.org or (001) 770.604.5555, option 1.
- Each Appointed Member must have a unique email address (which is also their User ID) to log into their Association account and access Appointed Member Benefits, including Annual Allocations (if applicable).

(For example, the Principal Member cannot access the Annual Allocations of any other Appointed Members under their account.)

- Membership dues and Annual Allocations are **not refundable** for any reason, even if the hotel leaves the IHG System. The Principal Member must advise the Association if an Appointed Member who was previously given an Annual Allocation is no longer serving in an Eligible Role; in such event, the Association may terminate the Annual Allocation and/or the Association membership for such individual.
- Members hereby agree to receive membership-related emails from the Association, including emails regarding membership renewal.

2024 Hotel Portfolio Additions

2024 Members who add one or more Billable Hotel(s) to their portfolio at any time during the 2024 calendar year (“Hotel Portfolio Additions”) are subject to the following requirements:

- Hotel Portfolio Additions are considered Billable Hotels and are billable for 2024 Association dues. Dues for Hotel Portfolio Additions must be paid within thirty (30) days of receipt of the applicable membership dues notice. Issuance of the applicable Annual Allocation can then begin.
- Examples of Portfolio Additions include the following:
 - Adding one or more non-member hotel(s) to an existing IHG portfolio (e.g., an acquisition of an existing IHG hotel from another owner).
 - Taking over management of one or more non-member IHG hotel(s).
 - Opening one or more hotel(s) early (e.g., a hotel under construction which was originally slated for opening after 2024).
 - Converting a hotel into the IHG chain.

Non-Billable Hotels

Any licensed IHG hotel that has a scheduled opening date after 2024 is a Non-Billable Hotel for 2024 (“Non-Billable Hotel”).

Non-Billable Hotels are not included in a Principal Member’s membership account, and therefore no Annual Allocations may be provided to such hotels, except in limited circumstances for First-Time IHG Owners, as defined below.

Principal Correspondents for First-Time IHG Owners

The following conditions apply only to Principal Correspondents for owners who have licensed their first hotel with an IHG brand, who are seeking to join the Association and who have never previously been members of the Association.

- Principal Correspondents for First-Time IHG Owners may join the Association at any time during the 2024 calendar year if any of the hotels for which the applicant serves as a Principal Correspondent have an opening date in the 2024 calendar year. (For example, a Principal Correspondent for a hotel that is scheduled to open in November 2024 may join the Association as early as January 2024.)
- A Principal Correspondent for a First-Time IHG Owner may join the Association within 12 months of the scheduled opening date of a hotel for which the applicant serves as a Principal Correspondent. (For example, a Principal Correspondent for a hotel that is scheduled to open July 1, 2025, may join the Association in August 2024.)

IHG Owners Association 2024 Dues Structure

2024 DUES PER PROPERTY

# Rooms (per hotel)	2024 Annual Dues
1 - 80	\$450
81 - 150	\$560
151 - 250	\$680
251+	\$790

Additional Annual Allocations: \$700 each

Each Principal Member may, at their option, purchase exactly one additional Annual Allocation per hotel (subject to each Appointed Member meeting the Eligible Roles requirement) after the dues for all hotels are paid. Refer to “Joining the IHG Owners Association/Renewing Membership” section above regarding the requirements for additional Annual Allocations.

Terms and Conditions for Membership are subject to change at the discretion of the IHG Owners Association.

Please contact the Association’s Membership Team with any questions at membership@ihgowners.org or (001) 770.604.5555, option 1.

(Signature on next page)

By signing below and remitting membership dues, I acknowledge that:

- (i) I am applying for membership in the IHG Owners Association for myself or on behalf of the PC(s) for the hotels for which I am authorized to represent in this capacity;
- (ii) I have read and understand the Terms and Conditions for Membership, which include, without limitation, the following:
 - (a) Consents, Releases, and Indemnification:
For (1) IHG Data, and (2) Agreements with Allied Membership and Strategic Partners
 - (b) Obligations of indemnification for my own acts and any acts of third parties who act on my behalf or use the Association benefits
 - (c) Member Code of Conduct
 - (d) Membership and Dues Requirements;
- (iii) I, and the franchisees for, or owners of, the Member Hotels that I represent, agree to the terms of and shall abide by the foregoing and hereby grant consent to the release of the Relevant Data by IHG to the IHG Owners Association as set forth in the Consent and Release for IHG Data; and
- (iv) I, and franchisees for, or owners of, the Member Hotels that I represent, agree that the Terms and Conditions for Membership shall be construed in accordance with the laws of the state of Georgia. Any disputes between me or the franchisees for the Member Hotels that I represent on the one hand, and IHGOA on the other hand, that cannot be resolved by negotiations shall be referred to the exclusive jurisdiction of the state or federal courts in Fulton County, Georgia and we hereby stipulate to venue in, and submit to, the jurisdiction of said courts.

Full Name of Principal Correspondent

Check **only one** box below:

If you are the Principal Correspondent (PC):

- I hereby sign on behalf of the entities for each of the hotels for which I serve as Principal Correspondent.

If you are signing on behalf of the Principal Correspondent (PC):

- I hereby sign on behalf of the entities for each of the hotels for which I serve as the authorized representative for the Principal Correspondent.

Signature

Print Name

Title

Date

Relationship of signer to PC: _____