



Scout Americas Terms and Conditions

Revised February 3, 2021

These Scout Terms and Conditions (“**Terms and Conditions**”), which shall become effective as of **February 3, 2021** (the “**Effective Date**”), as they may be amended from time to time by Hilton Domestic Operating Company Inc. (“**Hilton**”), govern participation in Hilton’s internal opportunity referral program (“**Scout**” or “**Program**”).

The term “**Hotel**” as used in these Terms and Conditions refers to an eligible hotel or resort operating under one of Hilton hotels and its affiliates in the eligible Scout countries (as determined by Hilton) that elects to *participate* in Scout in the manner set forth in Section III below. The term “**Employee**” as used in these Terms and Conditions refers to an eligible employee as set forth in Section IV below.

When an Employee participates in the Program in the manner set forth in Section IV below, it constitutes their acknowledgment of receipt and agreement to these Terms and Conditions.

When a Hotel agrees to participate in the Program, the Hotel must comply with these Terms and Conditions. Hotel acknowledges that Hotel’s participation in the Program is optional. However, if Hotel agrees to participate, Hotel commits to remaining in the Program through at least December 31st of the calendar year in which the Hotel agreed to participate in the Program. At the end of that calendar year and each year thereafter, Hotel may withdraw from the Program by requesting removal in a written notice to Scout@hilton.com at least thirty (30) days before the end of that year. The Program is an annual program, subject to Hilton’s termination or modification at any time in Hilton’s discretion.

Hotel agrees to pay all eligible Scout Award payments and to take steps enabling Hotel’s employees to receive awards in accordance with the provisions of these Terms and Conditions. Hotel acknowledges Hotel’s responsibility for all consequences of Hotel’s employees’ receipt of such payments, including, without limitation, payroll taxes, charges, benefits, deductions, withholdings and other employer-related costs. Hotel and Employee further acknowledge and agree that Hotel and Employee do not represent referring and/or referred Hotels’ interests, or act as their agents.

Hilton may terminate or modify all or any part of the Program at any time by posting a notice to The Lobby and/or to <http://scout.hilton.com> announcing modifications to these Terms and Conditions. Hotel acknowledges its responsibility to (1) remain aware of, and compliant with, the Terms and Conditions and (2) keep its employees fully notified of Hilton’s administration of the Program, and any changes, modifications or termination of the Program. Hotel’s only recourse to any modification of the Terms and Conditions is to terminate its participation in the Program by written notice to Scout@hilton.com with an effective date of termination at least thirty (30) days following the date of any such written notice. Failure to request termination by Hotel following any modification of the Terms and Conditions will constitute binding acceptance by the Hotel of the modification. Hilton has no liability to any participating Hotel or Employee and may terminate participation of any Hotel or Employee that does not comply with these Terms and Conditions, upon five (5) days’ written notice to such Hotel, or immediately for such Employee.

Hotel is responsible for paying all received but unpaid award payments to its eligible employees resulting from an opportunity that was booked while Hotel was a participant in the Program, even if Hotel is not a participant at the time the booking was actualized (i.e., event held and/or room nights consumed). Additionally, Hotel must make payments due pursuant to these Terms and Conditions if an opportunity was booked at Hotel while Hotel was a participant in the Program even if (i) Hotel is not a participant at the time the opportunity is actualized, or (ii) if the Hotel leaves the Hilton hotels and its affiliates (“**Hilton companies**”) for any reason whatsoever, or (iii) if the Hotel experiences a change in ownership and/or management company. In other words, the commitments made by Hotel as a condition of participating in the Program are binding on the Hotel, the Hotel’s owner, manager, affiliates, successors and assigns.

Hotel acknowledges and agrees that non-compliance with the Terms and Conditions of the Program may cause the Hotel to be non-compliant with other Brand Standards to which Hotel is subject.

As of the Effective Date, for example, **Brand Standard 820.03 (SCOUT PROGRAM)** provides in part that “Scout commissions must be paid to the referring hotel within 30 days of receipt of invoice from Hilton Central Accounting. Upon receipt of payment, referring hotels must pay any Scout commissions to the referring team member no later than 30 days of receipt of payment.”

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Scout Internal Opportunity Referral Program Guidelines

I. PURPOSE

Hilton’s internal opportunity referral program, Scout, is designed to build increased market share for group events, catering events, group tours and meeting space rental at participating Hotels. The Program encourages the on-property and above property employees of Hilton and its affiliates (“**Hilton companies**”) to refer business to Hilton hotels.

BENEFITS TO HOTELS AND EMPLOYEES

- Keeps revenue within Hilton hotels.
- Provides Hilton’s customers increased service levels.
- Builds market share for Hilton, encouraging cross-selling among Hilton Hotels and its affiliates (“Hilton Companies”).
- Rewards employees of participating Hilton hotels and its affiliates (“**Hilton companies**”) and above-property employees of Hilton companies with an incentive payment equal to 5% of Net Revenues associated with an eligible opportunity (“**Scout Award**”).

“**Net Revenues**” means all revenues received by a participating hotel from the eligible opportunity, net of gratuities, commissions, rebates, refunds and other costs and fees (including attrition fees) associated with the eligible opportunity.

II. OPPORTUNITIES QUALIFIED FOR SCOUT AWARDS

The following business parameters and guidelines apply to eligible opportunities for Scout.

Peak and Duration for Eligible Opportunities				
	Guestroom Requirements		Food, Beverage, and Meeting Room Rental Requirements	Audio Visual (A/V) Requirements
ALL BRANDS	Peak: Minimum of 10 rooms on peak ^A	Duration: Minimum 1 night, Maximum of 30 nights ^B	Duration: Maximum of 30 days, eligible if the receiving hotel does not outsource catering	Duration: Maximum of 30 days, eligible if the receiving hotel does not outsource A/V

^A Project opportunities less than 10 rooms on peak are also eligible to be submitted via MeetingBroker (“*Scouted*”) to extended stay brands, when the business is transacted through a group channel and meets the eligibility criteria defined in this document.

^B Opportunities greater than 30 nights may be submitted to Scout via MeetingBroker (“*Scouted*”) by indicating the departure date in the Notes section, however only the first 30 days are eligible for payout.

ELIGIBLE OPPORTUNITIES

1. Opportunities for group events, group tours, and meeting space rentals that result in binding, definite commitments are eligible (e.g., individual or transient opportunities, non-contracted opportunities or mere rate agreements are not eligible).

2. Opportunities that come from a Hilton Worldwide Sales (HWS) account are eligible for the Program, if the following additional eligibility requirements are met:
 - I. The opportunity is for an HWS account that is under 100 rooms on peak night
 - II. If the opportunity is for an HWS account and is above 100 rooms on peak night and the following conditions are met:
 - The opportunity was not already sourced and/or not already actively being handled by HWS at the time of the Scout submission.
 - The Opportunity did not originate from Cvent or Starcite with HWS copied.
3. Opportunities that include only food and beverage or meeting room rental (i.e., no bedrooms or sleeping rooms) that result in binding definite commitments are eligible (e.g., non-contracted opportunities or mere agreements are not eligible), if not otherwise excluded in the Terms and Conditions, and only if the receiving Hotel does not outsource its catering operations.
4. The referred customer must consent to the referral.
5. Only opportunities referred to Hilton hotels and its affiliates (“**Hilton companies**”) participating in the Program and referred through a fully completed Scout referral form submitted through the Program website will be eligible.
6. By accepting a Scout opportunity, participating Hotels agree to pay Scout Awards in conjunction with all required commissions or benefits to third parties (e.g., meeting planner bonus, search fees, etc.)
7. All opportunities sent are subject to approval by the participating Hotel’s Director of Sales/Marketing, Director of Business Development, or Commercial Leader (or the General Manager and/or Director of Finance/Controller, if there is no Director of Sales/Marketing, Director of Business Development, or Commercial Leader).

INELIGIBLE OPPORTUNITIES

1. Except with respect to those HWS opportunities that meet all of the eligibility requirements under Section 2 (Eligible Opportunities) above, any opportunity associated with an existing HWS account will not be eligible. A list of HWS accounts and HWS account owners can be found on The Lobby (go to Departments>>Sales>>Global Sales), or by emailing scout@hilton.com. The head of Hilton Worldwide Sales (i.e. Senior Vice President, Hilton Worldwide Sales), and if necessary, the Chief Commercial Officer (or such person’s designee), will determine the outcome of all disputes regarding whether a potential opportunity is associated with an existing HWS account and whether it meets all of the eligibility requirements under Section 2 (Eligible Opportunities) above, and his or her determination shall be final.
2. Repeat business opportunities for the same event at the same hotel booked through any channel within the last two years are subject to approval by the referred hotel (the hotel receiving the referral). Note: by changing the status of an opportunity to “Prospect”, “Tentative” or “Definite”, the referred hotel constitutes their approval of the opportunity (to reject an opportunity, the status

- must be changed to “Turn Down” or “Lost”).
3. Opportunities received on or after the definite date or arrival date are not eligible.
 4. Relocations (a definite group opportunity that is displaced to another hotel for any reason) are subject to approval by the referred hotel (the hotel receiving the referral). Note: by changing the status of an opportunity to “Prospect”, “Tentative” or “Definite”, the referred hotel constitutes their approval of the opportunity (to reject an opportunity, the status must be changed to “Turn Down” or “Lost”).
 5. A Scout Award may not be granted in conjunction with any other award under any similar award program of Hilton or the participating Hotels.
 6. Opportunities for “city-wide” events (as such term is defined in the participating Hotel’s local market) are subject to approval by the referred hotel (the hotel receiving the referral). Note: by changing the status of an opportunity to “Prospect”, “Tentative” or “Definite”, the referred hotel constitutes their approval of the opportunity (to reject an opportunity, the status must be changed to “Turn Down” or “Lost”).
 7. Opportunities booked at Go Hilton Team Member or Family & Friends rates are *not* eligible for payout.

III. HOTEL PARTICIPATION

Hotels in the Hilton hotels portfolio and its affiliates (“**Hilton companies**”) in the Americas are invited to participate in the Program where offered, except where participation or termination of participation is restricted by law, or is subject to extraordinary taxes, or is otherwise restricted.

As part of the roll out of these revised Terms and Conditions, Hilton will distribute Scout communications to all eligible hotels (including existing participating Hotels) in the Americas whereby Hilton will advise hotels about these revised Terms and Conditions and invite hotels to participate in the Program, either as a continuing participant or as a new participant, as the case may be. Participating Hotels will then be given a reasonable opportunity to “opt out” of continuing participation in the Program under these revised Terms and Conditions by affirmatively notifying Hilton that they do not wish to continue to participate in the Program, such notification to be delivered in the manner described in the aforementioned Hilton communication and no later than the “**opt out date**” as set by Hilton in the communication. If an eligible hotel was a participating Hotel prior to its election to opt out of the Program, then the effective date of that participating Hotel leaving the Program shall be **March 1, 2021**.

Accordingly, as of the Effective Date, existing participating Hotels will not be required to submit a new signed participation agreement in order to continue to participate in the Program under these revised Terms and Conditions. Instead, existing participating Hotels that have not affirmatively “opted out” of the Program in the manner described above will be deemed to be a continuing participating Hotel for purposes of this Program. Participating Hotels must agree to adhere to all of the Terms and Conditions, including all administration, billing and payment processes. For the avoidance of doubt, if a participating Hotel previously signed a participation agreement with Hilton, these revised Terms and Conditions, as they may be amended from time to time, shall supersede all terms and conditions of the previously signed participation agreement.

Eligible hotels that are not participating in the Program as of the Effective Date, as well as new hotels in the eligible countries that enter the Hilton system following the opt out date, will be given the opportunity to

participate in the Program in the manner prescribed by Hilton at that time.

A participating Hotel's participation in the Program and acceptance of an opportunity constitutes an agreement to pay all Scout Awards and other costs and fees described in the Terms. Participating Hotels also agree to promptly pay, when due, all Scout Awards earned by their employees and all payroll taxes, charges, benefits, deductions, withholding and other employer-related costs that may be due on or in connection with the Scout Award. Participating Hotels also agree to obtain all necessary undertakings and agreements from their employees in regard to employment and benefits and participation in the Program. Each referring Hotel is responsible for paying all received but unpaid Scout Awards to its eligible employees resulting from an opportunity that is booked while such Hotel is a participant in the Program, even if the Hotel is not a participant at the time the booking is actualized (i.e., event held and/or room nights consumed). Additionally, each referred Hotel must make the Scout Award payments due pursuant to these Terms and Conditions if an opportunity is booked at the Hotel while it is a participant in the Program even if the Hotel is not a participant at the time the opportunity is actualized.

IV. EMPLOYEE ELIGIBILITY

1. Team members responsible for a sales team and/or booking revenue ("Sales Professionals") at participating Hotels can refer opportunities to participating hotels, however opportunities referred to their own hotel(s) must meet the following conditions:
 - The opportunity is for a family member or friend and is social in nature and is not tied to the sales team member's assigned accounts, market, segment, territory, assigned sales responsibilities, or book of business.
 - The opportunity must be approved by the hotel's Director of Sales/Marketing, Director of Business Development, or Commercial Leader (or the General Manager and/or Director of Finance/Controller, if there is no Director of Sales/Marketing, Director of Business Development, or Commercial Leader).
2. Non-Sales Professionals (i.e. front desk/office, housekeeping, room service, finance, human resources, etc.) at participating Hotels can refer opportunities to their own hotel(s) or other participating hotels.
3. General Managers and/or Hotel Managers cannot refer opportunities to their own hotel(s), however can refer opportunities to other participating hotels.
4. Corporate team members can refer opportunities to all participating Hotels.
5. Hilton Worldwide Sales Professionals can refer opportunities to participating hotels if they meet the following conditions:
 - The opportunity is for a family member or friend and is social in nature and is not tied to the sales team member's assigned accounts, market, segment, territory, assigned sales responsibilities, or book of business.
 - The opportunity must be approved by the referred hotel's Director of Sales/Marketing, Director of Business Development, or Commercial Leader (or the General Manager and/or Director of Finance/Controller, if there is no Director of Sales/Marketing, Director of Business Development, or Commercial Leader).

Employees of Hilton hotels and its affiliates (“**Hilton companies**”) that participate in the Program and above-property employees of Hilton companies who are not otherwise disqualified under the Terms and Conditions may be eligible to receive Scout Awards. Eligible employees’ participation is subject to all applicable laws and collective bargaining agreements or other agreements.

To qualify for a Scout Award, the referring employee must not otherwise be disqualified, and must be employed at a participating Hotel or in an above-property position with a Hilton company at the time the employee makes the referral. The Scout Award is earned at the time the booking is actualized (i.e., event held and/or room nights consumed). Scout Awards may not be split between multiple employees.

An employee who transfers from one participating Hotel to another within the Hilton portfolio, from a participating Hilton portfolio hotel to a Hilton company, or from a Hilton company to a participating Hilton portfolio hotel, will continue to receive all Scout Award payments due for opportunities provided while employed at the previous employer. For the avoidance of doubt, a referring employee is not required to be employed at a participating Hotel or in an above-property position with a Hilton company at the time the eligible referred booking actualizes in order to receive the Scout Award.

The Program, including the payment of any Scout Awards, is not a term or condition of employment for any employee. Employers are solely and directly responsible for their employees. Employees are not beneficiaries of a participating Hotel’s participation under these Terms and Conditions. Employers agree to indemnify and hold Hilton and other participating Hotels harmless from any claims of any kind relating to or arising from their employees. Hilton may terminate or amend the Program at any time, without advance notice.

V. PROCESS AND PAYMENTS

Hilton’s Scout administration team is responsible for determining whether a Scout Award is due and payable. Decisions as to whether a Scout Award is due and payable shall be based upon the Terms and Conditions that govern the participation of employees in the Program and will be guided by the overarching principles upon which the Program was designed.

PROCESS

1. The referring employee must submit all referrals through a completed Scout web form accessible through the Program website (scout.hilton.com) directly to the referred Hotel(s). It is the responsibility of the referring employee to confirm eligibility for the referral per the Scout Terms and Conditions accessible through the program website (scout.hilton.com) prior to submitting the referral. A referring employee with questions regarding eligibility or who is having technical difficulties submitting the Scout referral through the Program website should contact **Scout@hilton.com**.
2. Each referred Hotel should respond to opportunities within one business day of receiving an opportunity.
3. After receiving the opportunity, a referred Hotel must update the status of the opportunity in the Hilton approved sales system. NOTE: by changing the status of an opportunity to “Prospect”, “Tentative” or “Definite”, the referred hotel constitutes their approval of the opportunity (to reject an opportunity, the status must be changed to “Turn Down” or “Lost”).
4. Once a booking is made for an opportunity, the referred Hotel is responsible for maintaining accurate booking data for the opportunity in the Hilton approved sales system. Furthermore, the referred hotel will

provide such other information to Hilton as Hilton may from time to time require, including information as to actualized Revenues received from such opportunity using forms specified from time to time by Hilton.

5. The referred Hotel will not forward any opportunity without the prospective customer's consent obtained in accordance with Hilton's policies.
6. No Scout Award payment will be due for a booking that cancels for any reason.
7. No Scout Award payment will be due for a booking where the final bill has not been paid by the referred customer.
8. The referred Hotel will report to Hilton all revenues actualized from the opportunity, as soon as practicable following actualization of the event, but in no event later than 5 business days after the booking has actualized. All actualized revenues must be reported through MeetingBroker via the Hilton approved sales system used by the Hotel.
9. Hotels will provide Hilton any additional information that Hilton may reasonably require.

PAYMENTS

1. Scout Awards and related payments are calculated as a percentage of actualized revenues reported through MeetingBroker via the Hilton approved sales system used by the hotel and are invoiced as follows:
 - For employees of Hilton hotels and its affiliates ("**Hilton companies**") as well as above-property employees of Hilton companies, Hilton will facilitate the payment of the Hotel Scout Payment (defined below) through a central payment system by remitting the applicable Hotel Scout Payment on behalf of the referred Hotel to each such referring employee's Hotel or Hilton company (as applicable) in the month following the actualization of the applicable opportunity, or when the necessary data for processing becomes available. Hilton will invoice the referred Hotel for an amount equal to (i) the Scout Award plus (ii) the employer portion of all taxes associated with such Scout Award (such aggregate amount, the "**Hotel Scout Payment**").
 - Hilton will invoice each referred Hotel for an amount equal to 1% of the Net Revenues generated from the applicable opportunity, to defray the costs of Program administration (the "**Administration Fee**").
2. The referred Hotel shall remit payment of the Hotel Scout Payment and the Administration Fee to Hilton in accordance with the terms of the applicable invoices, but in no event later than thirty (30) days from the date the referred Hotel receives the invoice.
3. Subject to Hilton's payment policies, the Hotel Scout Payment will be made in the currency principally used in the country where the referring employee is employed.
4. The referring Hotel or Hilton company that employs the referring employee at the time the Scout Award is earned will pay the employee the Scout Award (less all payroll-related taxes owing in connection with such payment) no later than thirty (30) days of receipt of such Hotel Scout Payment.
5. If the employee is no longer employed at a Hotel or Hilton company at such time, it is the responsibility of the Hotel or Hilton company that formerly employed the referring employee to use commercially reasonable efforts to attempt to locate the former employee and pay the Scout Award to the former employee, to the same extent as the Hotel or Hilton company is obligated with respect to final wages.

6. If the employee has moved from one participating Hotel to another within the Hilton portfolio, from a participating Hilton portfolio hotel to a Hilton company, or from a Hilton company to a participating Hilton portfolio hotel before a Scout Award is paid it is the responsibility of the employee and/or the hotel(s) to notify scout@hilton.com of the employee's new hotel to ensure that the Scout Award will be sent to the new Hotel or Hilton company. In cases when the Scout Award is sent to an employee's former hotel and that hotel is unable to issue payment, it is the responsibility of the hotel to notify scout@hilton.com to ensure the Scout Award is re-routed to the necessary business unit for processing.
7. Scout payments are processed according to booking data maintained by the referred hotel in their sales system. Scout notifies hotels monthly and provides reasonable time (14 days) to adjust any reported inaccurate data.
8. The Director of Sales/Marketing, Director of Business Development, or Commercial Leader (or the General Manager and/or Director of Finance/Controller, if there is no Director of Sales/Marketing, Director of Business Development, or Commercial Leader) of participating hotels are held accountable for the accuracy of booking data that is required to calculate Scout Award payments (as outlined in the Process Section above) for opportunities accepted through the Scout channel at their Hotel. While Hilton goes to great lengths to ensure the accuracy of Scout Award payments, mistakes sometimes occur. Accordingly, the company urges all Scout participants to review payment documentation immediately upon receipt to ensure that their payments are accurate. Receipt and cash out of payments constitutes Scout participants' acceptance of the payment.
9. It is the responsibility of the referring employee to ensure Scout Award payments are received for any eligible opportunities within 12 months following the actualized date of the booking. For the booking status of referred opportunities, referring employees should reference "My Dashboard", which is accessible from scout.hilton.com (from the home page click "submit lead", log into MeetingBroker when prompted, and then click "My Dashboard"). For assistance with "My Dashboard" and/or for inquiries on the status of any outstanding Scout Award payment, referring employees should contact scout@hilton.com.
10. An audit and validation process exist to verify the accuracy of booking data that is required to calculate Scout Award payments. The audit process may result in adjustment to Scout Award payments.
 - Overpayment(s): If it is determined that an overpayment has been made due to error(s), or otherwise, Hilton may require repayment. Hilton reserves the right to recover any overpayments through any lawful means, including but not limited to payroll deduction, deducting the amount from any future Scout Award Payments, setting a payment plan by which the employee repays with a personal check. If the employee fails to make the repayment, Hilton may pursue appropriate legal action.

VI. QUESTIONS AND DISPUTES

Any questions concerning the Program's operation, Terms and Conditions, or Scout Award payments should be directed to scout@hilton.com. Any dispute, uncertainty or disagreement regarding any billing communication, central payment system posting, invoice, or Scout Award payment should be submitted in writing to scout@hilton.com within 14 business days of the billing communication and/or payment posting. It will be reviewed, and the final determination will be made by Hilton's legal counsel, and as necessary, Executive Vice President and Chief Commercial Officer (or such person's designee), who will determine the outcome of all disputes of any nature arising under the Program and his or her determination shall be final.

VII. PRIVACY POLICIES

Each participating Hotel is responsible for obtaining all consents required from its employees and from any referred customers, in compliance with the laws of the country in which the referred customer resides, before providing any information concerning its employees or the referred customer to Hilton or to any other participating Hotel or other party. Each participating Hotel is responsible for training its employees concerning applicable privacy policies and the importance of gaining customer consent (written consent where required) as a condition of sending any opportunities through the Program.

VIII. GOVERNING LAW/VENUE

Each participating Hotel acknowledges that Hilton is based in the United States, needs certainty in enforcement of its agreements and, therefore, to the maximum extent possible, the Terms and Conditions shall be governed by and construed in accordance with the laws of the State of New York, U.S.A., without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any other state or country. By participating in the Program, each participating Hotel consents that venue for any suits relating to this Program or the Terms and Conditions must be filed exclusively in the Eastern District of Virginia or, if there is no federal jurisdiction, in the courts of Fairfax County, Virginia, U.S.A. Each Hotel hereby submits to the jurisdiction of these courts and waives all objections, including *forum non conveniens*, to the jurisdiction of these courts. Hotel further agrees that if Hilton must retain counsel or initiate arbitration or legal action to collect of any monies owed to a referring employee or to Hilton (as applicable), whether or not an arbitration or court action is filed, Hilton will be entitled to recover its reasonable attorneys' fees and costs incurred in such efforts to collect.