



Only in San Francisco[®]
SAN FRANCISCO CONVENTION & VISITORS BUREAU



AMERICAN EXPRESS EXCLUSIVE OFFERS – ONLY IN SAN FRANCISCO JANUARY 1, 2010 – DECEMBER 31, 2010

Benefits:

- Your business will have exposure on the San Francisco Convention and Visitor's Bureau website, OnlyinSanFrancisco.com, which currently receives over 8,500 visitors a day. The "Exclusive Offers" icon on the OnlyinSanFrancisco.com home page receives more than 40,000 page views a month – that's just the page views to special offers!
- American Express will also feature offers on the American Express Selects website, which receives about 215,000 visits per month.
- No additional costs - you only incur the expense of fulfilling your offer when a purchase is made.

Requirements for Participation:

- You must accept American Express® Cards.
- **You must provide a value-added offer available only for Cardmembers using an American Express Card – offers must meet American Express Minimum Offer Guidelines.**
- Your offer must be valid January 1 – December 31, 2010.
- You must accept any American Express Card as the only form of payment for the offer you provide.
- Please complete & fax the signed Participation Agreement.
- Provide a 70x70 logo (JPEG or GIF) for the Selects site.
- **Hotels must be an ARES partner to participate. To become an ARES partner contact: Justin Stratford at 415.227.2621 or justin.stratford@aresdirect.com**

If you do not already accept the American Express Card, call 888-829-7302 Mon-Fri 8:30am-8pm EST to sign up today.

"Exclusive Offer" Examples:

- Hotel Adagio: Stay 2 nights get the 3rd night free.
- Fairmont Heritage Place: 20% off your stay.
- Westin St. Francis: 35% off your 3+ night stay.
- To view more examples of current offers visit: www.onlyinsanfrancisco.com/offers

The more ATTRACTIVE your offer is to Cardmembers, the greater opportunity for SALES from this audience. Don't miss this opportunity to be involved in the "American Express Exclusive Offers – Only in San Francisco" program. This program is a complimentary member benefit to those marketing to leisure travelers, courtesy of American Express and the San Francisco Convention & Visitors Bureau.



2010 American Express Exclusive Offers – Only in San Francisco Participation Agreement

This participation agreement ("Participation Agreement") is entered into between the business entity named below and executing this Participation Agreement ("Participant," "you" or "your") and American Express Travel Related Services Company, Inc. ("Amex," "American Express," "we," or "us") and governs your participation in the American Express Exclusive Offers – Only in San Francisco program (the "Program"). This Participation Agreement hereby supplements the agreement whereby you accept the American Express® Card, as amended (the "CAA"), the terms of which are incorporated herein by reference. In the event of any conflict between this Participation Agreement and the CAA, the terms of this Participation Agreement will govern with respect to the Program. Capitalized terms not otherwise defined herein have the meaning given to such terms in the CAA.

American Express Merchant Establishment Information

This information is consumer-facing, and for PUBLICATION in marketing materials.

Establishment Name (dba): _____

Establishment Physical Address: _____

City / State / Zip: _____

Establishment Phone: ()

OR Toll Free Phone: ()

Web Address: **http://www.**_____

This information is for our records and for communication with you about the Program

Business Name: _____

10-Digit American Express Merchant Number: _____

Contact Name: _____

Contact E-mail: _____

Contact Phone: ()

Contact Fax: ()

OFFER VALID DATES

Offer must be valid January 1 – December 31, 2010.

OFFER INFORMATION

Deal ID: _____
Built: _____
Proofed: _____

Today's Date _____

Hotel Name: _____

Offer must meet minimum guidelines and be exclusive to American Express Cardmembers. Offer is subject to approval.

Choose One of the Following Deals:

- 15% off (Extended Stay and Economy Lodging properties only)
- 20% off
- 25% off
- Stay 2 nights get the 3rd night free
- Hotel Amenity/Gift Card Valued at _____ (must be 20% of average transaction or \$100 value - i.e. food & beverage credit, complimentary breakfast, spa/golf gift certificate, room upgrade, lift tickets, ski rental)
- Frequency program bonus points

AND/OR

- Other _____

Minimum Stay: _____

Maximum Stay: _____

Minimum Booking Window: _____

Maximum Booking Window: _____

Blackout Days: M T W Th F Sat Sun

Specific Blackout Dates: _____

Must check in on a: M T W Th F Sat Sun

Must check in on specific dates: _____

Which Room Types are Available for this Deal?

- All ARES room types
- Only these: _____

Is this deal being sold on competitor websites? Yes No

ARES USE ONLY

What affiliates will this deal be available through?

- All sites in region
- Only these affiliates: _____

Notes: _____

If you want to extend your American Express Exclusive Offer from 2009, complete this page only and fax to 415-227-2631
If this is your first time participating in the program continue to fill out page 5 and fax both pages to 415-227-2631

Check all Terms & Conditions that apply to your Offer.

Please state limitations of your Offer here.

The following Terms and Conditions will be automatically applied to your Offer:

"Purchase must be charged in full to any American Express® Card. The San Francisco Convention & Visitors Bureau and American Express cannot be held responsible should any company refuse to honor its offer. All offers subject to change. Void where prohibited, taxed or restricted by law. Applicable taxes must be paid by consumer. Offers may not be combined with other promotional discounts. All offers are valid through December 31, 2010."

Custom Terms and Conditions

If you have additional terms and conditions other than those listed above, please submit in the custom section below. [Subject to approval]

PLEASE NOTE: Information entered into this agreement is considered final copy for production purposes. Please proof your form carefully before submitting. Once your Offer is uploaded to the promotional web site, you will be able to review and approve your establishment's copy and Offer.

Logo & Photo Requirements – You must submit a logo to be used on American Express Selects

Size: 70x70 pixels

Format: JPEG or GIF

Please EMAIL a production-ready version of your logo to Hannah O'Brien at hobrien@sanfrancisco.travel

ADDITIONAL PROGRAM PARTICIPATION TERMS AND CONDITIONS

Participation in the Program

In connection with the Program, American Express will make the offer detailed above (the "Offer") available to Cardmembers during the valid dates (the "Valid Dates") indicated above.

You agree that, during the Valid Dates, you will not promote a similar or better event or offer.

Honoring the Offer

Participant will bear all costs of honoring the Offer. Participant represents and warrants that it has the power and authority to bind all participating locations of Participant. Participant may not impose any other restrictions on the Offer other than those specifically described in this Participation Agreement.

Participant will inform and train the appropriate members of its staff on an ongoing basis about the Offer(s) to ensure that qualifying Cardmembers receive the Offer(s). If Participant is unable to fulfill its obligations hereunder, Participant agrees to give American Express prompt written notice. Such notice will not relieve Participant of its obligations and responsibilities pursuant to this Participation Agreement.

Use of Marks

By executing this Participation Agreement, Participant hereby grants to Amex and to SFCVB (as defined below) a non-exclusive, non-transferable right to use Participant's name, logo, service marks, trademarks and website URL (collectively, "Marks") for the sole purpose of identifying and advertising you and your locations as a merchant where Cardmembers can make Eligible Transactions to take advantage of the Offer that is the subject of the Program.

Marketing

Amex shall have control over the marketing, advertising, promotion and publicizing of the Offer and of the Program and will promote the Program and the Offer in the marketing vehicle(s) it deems appropriate in its sole discretion, including but not limited to print, direct mail, email, or featured on the Program website or other American Express or third party websites chosen by American Express. All materials and work produced by American Express in connection with the Program, including any ads, photography, voice recordings or other material, whether contributed by you or developed in connection with this Participation Agreement (collectively, "Amex Material"), shall be the property of American Express, it being expressly agreed and acknowledged that Participant retains all ownership rights to any of its Marks. The Program website shall be hosted and operated by the San Francisco Convention and Visitor's Bureau ("SFCVB").

You agree to provide American Express all copy information and Marks which you propose to include in the materials for the Program. You agree that American Express may use your name and the copy you submit and that Amex may modify the copy you submit due to time or space constraints without your prior approval. Information supplied by you and agreed to by Amex may be incorporated into the description of the Offer. All copy you submit must conform to the space, style and format requirements established by Amex and is subject to Amex's final approval.

You agree to accept full responsibility for the accuracy of the copy submitted. American Express assumes no responsibility or liability for typographical or information errors in or omissions from copy describing the offer you have submitted. Amex reserves the right not to approve any copy for any reason.

No material bearing the American Express name, logo, Program name or logo shall be published or otherwise distributed without the prior written approval of American Express.

Hyperlinking (if applicable)

Amex and/or SFCVB may establish a Hyperlink to Participant's website. The term "Hyperlink" shall mean a direct link from the Program website or from another Amex website (collectively, "Amex websites") to Participant's website. The Hyperlink is accomplished by clicking on the designated icon and/or name of Participant and/or URL for Participant's website that is located on the Amex websites. The term "URL" shall mean the universal resource locators, which identify the Internet addresses of each party's designated website.

Participant hereby grants to Amex, its affiliates and licensees, a non-exclusive, non-transferable, revocable right to Hyperlink to Participant's website from Amex Websites, as agreed upon by the parties.

Participant further grants to Amex, its affiliates and licensees, the non-exclusive, non-transferable, revocable right to embed the bitmap image, as specified by Participant, in the Amex Websites for the purposes of establishing a Hyperlink. Each party shall be responsible for their own costs, including any and all costs incurred in the development, implementation and maintenance of their link, icons and trademarks used herein.

Confidentiality

You shall keep confidential any information you receive from American Express in connection with the Program, including information about Cardmembers and any other information provided in connection with any Information Insights project or request. You shall not directly or through others imitate, copy or otherwise utilize the ideas, features or Program construct or strategy in any way.

Release/Ownership

You hereby release and agree to indemnify and hold harmless American Express, its affiliates, licensees and their respective officers, directors and agents from any claims and/or demands arising out of or related to your participation in the Program or any use of the Marketing Vehicle(s) or breach of your obligations pursuant to this Participation Agreement, including, but not limited to claims relating to libel, infringement of any intellectual property rights, violation of the right of publicity, plagiarism, or invasion of privacy. Participant represents and warrants that the person signing this Participation Agreement has the authority to grant such rights on behalf of Participant and on behalf of any individual whose name, likeness, photograph or other likeness is used and the person signing this Participation Agreement does hereby grant such rights. These rights are granted perpetually and irrevocably. This section will survive termination of this Participation Agreement.

American Express Cardmember Information

Participant understands and agrees that any information about Cardmembers and Card transactions, including the names, addresses, account numbers and Card Identification Numbers (collectively, "Cardmember Information") are confidential and are the sole property of American Express and the applicable Cardmember. Participant shall not use, distribute, share, market or sell any Cardmember Information collected as a result of Participant's participation in the Program. In no event may Participant target or direct any future marketing or other solicitation solely at Cardmembers derived or acquired through the Program.

Participant shall implement appropriate measures designed to ensure the security and confidentiality of Cardmember Information, to protect such information against any anticipated threats or hazards to the security or integrity of such information, and to protect against unauthorized access to, or use of, Cardmember Information. Participant further agrees to cause all Participant's agents, representatives, subcontractors or any other party to whom Participant may provide access to or disclose Cardmember Information to implement appropriate measures designed to meet the objectives set forth in this paragraph.

In the event that Participant is able to extrapolate or infer any Cardmember Information or any other nonpublic personal information about Cardmembers who respond to an Offer, Participant shall not use any such information for any purpose, and shall not record any such information on its own in-house database or any other files or other media.

If Participant mistakenly, inadvertently or inappropriately obtains access to any Cardmember Information or any other American Express proprietary information, Participant agrees to immediately notify and return it to American Express, and Participant agrees that it will neither (i) copy, duplicate nor otherwise reproduce or retain any portion of any such Cardmember Information or proprietary information in any form or manner whatsoever, nor permit any parent, subsidiary, affiliate, third party, agent, employee or contractor, or their respective agents, to do so, nor (ii) enhance its own in-house database or any other files or other media by using any such Cardmember Information or proprietary information.

Participant shall permit, on not less than three (3) business days prior written notice, American Express or its appointed representatives to audit Participant's facilities and business practices utilized by Participant in connection with the Program as necessary to verify Participant's compliance with the terms of this Participation Agreement. Participant will reasonably cooperate with American Express in such audits.

No Implied Grant.

Nothing herein shall grant, or be deemed to grant to Participant any right, title or interest in or to Amex's proprietary technology, documentation, tools, software and interfaces, trade secrets, works of authorship or other proprietary materials that are protected by intellectual property rights held by Amex and/or its licensors and used by Participant pursuant to this Participation Agreement.

Representations and Warranties

Participant represents and warrants that: (1) Participant is a business validly existing and in good standing under the laws of the state in which it is licensed, (2) the execution, performance and delivery of this Participation Agreement has been duly authorized by Participant and the individual who signs this Participation Agreement or otherwise enters into it has the authority to bind Participant to this Participation Agreement, (3) no approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by Participant in order for it to enter into and perform its obligations under this Participation Agreement, (4) Participant's Marks, URL (if applicable) and all Participant Materials do not infringe on any trademark, copyright or domain name of any other party; (5) Participant has not disclosed, and will not disclose any confidential information of Amex, and (6) Participant's website does not and shall not contain libelous, defamatory, obscene, pornographic, profane or infringing material or any instructions that may cause harm to any individuals.

WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS PARTICIPATION AGREEMENT, THE PROGRAM IS PROVIDED TO PARTICIPANT "AS IS" BY AMEX WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. AMEX SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE ACTS OR OMISSIONS OF SFCVB AND SHALL NOT BE OBLIGATED TO INDEMNIFY PARTICIPANT FOR ANY CLAIMS IN CONNECTION WITH THE PROGRAM WEBSITE. IN NO EVENT WILL AMEX OR OUR AFFILIATES, SUCCESSORS OR PERMITTED ASSIGNS BE LIABLE TO YOU FOR ANY INCIDENTAL, INDIRECT, SPECULATIVE, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (WHETHER BASED IN CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY) ARISING OUT OF OR IN CONNECTION WITH THIS PARTICIPATION AGREEMENT, EVEN IF ADVISED OF SUCH POTENTIAL DAMAGES. WE SHALL NOT BE LIABLE TO YOU FOR ANY MALFUNCTION, UNAVAILABILITY OR

FAILURE OF SERVICE OR RELATED DEVICES OR ASSOCIATED EQUIPMENT OPERATED BY US OR OTHERS, FOR ANY REASON WHATSOEVER.

Term and Termination.

Amex may terminate this Participation Agreement, for any reason, upon written notice to you. This Participation Agreement will automatically terminate upon termination of the CAA. Upon termination of this Participation Agreement for any reason, any amounts due to Amex based on your participation in the Program, if applicable, shall immediately be due and payable to American Express.

Governing Law

This Participation Agreement shall be governed and construed in accordance with the laws (excluding conflicts of laws provisions) of the State of New York applicable to contracts negotiated, executed and performed entirely within the State of New York.

Merchant Agreement

Name of Authorized Person (print): _____

Title: _____

E-mail: _____

Date: _____ Signature: _____

Please complete & fax this signed Participation Agreement to Hannah O'Brien, at 415-227-2631. Questions? Please contact Hannah, 415-227-2663 or hobrien@sanfrancisco.travel.