

# Wyndham Hotels & Resorts Franchisee Marketing and Social Media Policy Effective April 1, 2021

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To maintain the goodwill of Wyndham Hotels & Resorts (“WHR”) and its Brands<sup>[1]</sup>, any advertising or signage by Franchisees or their employees, including any posts on any Social Media account associated with a Branded hotel that is considered improper, illicit, and immoral or reflects negatively on the goodwill or name of the WHR or the Brand is strictly prohibited. It is advised that neither franchisees nor their employees list their Brand’s name or other trademarks on any personal Social Media accounts, even to denote place of employment. If such information is listed, a notice should be placed on those accounts indicating the opinions posted are solely those of the User (defined below), and are not reflective of the Brand.

All Franchisees of a WHR Brand, must agree to, and must impose upon their employees, the following requirements:

- All Social Media accounts or activity referring to and/or using the Brand name and/or trademarks must comply with this Policy and with the Brand/Advertising Principles set forth in Section 100.03.05 of the Brand Standards Manual.
- Any and all Social Media activity carried out by Franchisees or their employees on behalf of the Brand must be approved by the WHR.
- Franchisees and their employees (“Users”) are expected to follow this Policy when participating in online Social Media environments in which WHR or its Brands or products are being discussed.
- When engaging in Social Media activity that in any manner makes reference to WHR or a Brand, Users are required to:
  - Be clear and open about the fact that their views do not necessarily represent those of WHR or the Brand.
  - Refer to themselves in the first person or, if using “we”, do so only in reference to themselves and others and not in a way that implies that the “we” is the User speaking for WHR or the Brand. Users may not make reference to WHR, the Brand or any related entity in any way that would imply they are speaking for WHR or the Brand.
  - To the extent that a User identifies themselves as being affiliated with WHR or the Brand, ensure that their profile and content are presented in a professional manner.
  - Ensure that they do not state or imply in any way that they are authorized to speak on behalf of, or otherwise act as an agent of, WHR, the Brand, its subsidiaries or any related entity.
- Users should:
  - Not post WHR’s or the Brand’s logo’s or trademarks without prior written approval from the Brand.
  - Not engage in any activity that would damage the goodwill of WHR or the Brand. This includes postings or discussions of politics, religion, and other similar controversial topics.
  - Not make any maliciously false comments, including about anyone or another company’s products.
  - Respect others’ privacy rights and not disclose WHR or a Brand’s confidential, proprietary or private information.
  - Refrain from discriminatory remarks, harassment, intimidation and threats of violence or similar inappropriate or unlawful conduct.
  - Adhere to the Terms of Use and license terms of any site or application being utilized.
  - Not misrepresent WHR, the Brand, or any products and services offered.
  - Not endorse or disparage any competitors’ products or services.
  - Not post any false or misleading advertisements relating to the Brand,
  - Not post any information related to profitability, revenue, or other financial data related to the hotel, the Brand or WHR.
- We reserve the right to monitor public Social Media accounts associated with a Branded hotel and as well as Social Media activity of all franchisees or their employees that identify the User’s relationship to the

Brand, to dictate requirements about use of such accounts, and to require the removal or modification of any posts which are harmful to the goodwill or reputation of WHR or the Brand, in WHR's sole judgment.

- Any violation of this Policy may result in breach or default of the applicable franchise agreement.