



**Rocky Mountain Wine Fest Survey Giveaway 2022
Official Rules**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT WILL NOT INCREASE OR IMPROVE YOUR CHANCES OF WINNING.

1. SPONSOR. The “Winter Park Resort®/Rocky Mountain Wine Fest Survey Giveaway 2022” (the “Sweepstakes”) is sponsored by Intrawest/Winter Park Operations Corporation (“Sponsor”) and the address at which Sponsor may be contacted is Winter Park Resort, P.O. Box 36, Winter Park, Colorado 80482. Sponsor is offering the Sweepstakes in conjunction with the Rocky Mountain Wine Fest Survey being conducted September 26, 2022 – October 2, 2022.

2. ELIGIBILITY. The Sweepstakes is only open to entrants who, as of the date of entry, are: legal residents of the fifty (50) United States or the District of Columbia who are at least twenty-one (21) years of age or older. Entrants must also have internet access in order to enter. This Sweepstakes is void outside the fifty (50) United States and the District of Columbia and where prohibited or restricted by law. Employees of Sponsor and Alterra Mountain Company, and each of their respective affiliates, sponsors, advertising and promotion agencies and members of the immediate family (parent, child, sibling and spouses) and of the household in which all such persons are domiciled are not eligible to enter. The Sweepstakes is subject to all applicable federal, state and local laws and regulations.

3. TIMING. The entry period for the Sweepstakes shall take place as follows: Monday, September 26, 2022 from 8:00am Mountain Time (“MT”) through 11:59pm MT on Sunday, October 2, 2022. **Entries received other than during the Entry Period, and duplicate entries, will be determined ineligible and will be discarded.**

4. HOW TO ENTER. There are two (2) ways to enter the Sweepstakes, both of which are online. **ELIGIBLE ENTRANTS MUST ENTER IN ACCORDANCE WITH THESE OFFICIAL RULES. NO OTHER METHOD OF ENTRY WILL BE ACCEPTED.**

a. TO ENTER VIA ROCKY MOUNTAIN WINE FEST SURVEY EMAIL: If you receive, complete and submit an online Rocky Mountain Wine Fest Survey (“Survey”) during the Entry Period, you will be automatically entered in the Sweepstakes, provided that you must complete the part of the Survey providing your contact information.

b. TO ENTER AT SPONSOR’S WEBSITE: During the Entry Period, visit Sponsor’s Sweepstakes webpage located at <https://www.winterparkresort.com/things-to-do/events/rocky-mountain-wine-fest> and complete the online entry form and submit it in accordance with the on-screen instructions.

C. FOR ALL ENTRIES: There is a limit of one (1) entry per person and per email address during the Entry Period, regardless of method of entry. All entries must be received during the Entry Period. Any person found entering the Sweepstakes using more than one e-mail address will be disqualified. Any entries attempted through the use of agencies or robotic, repetitive, automatic, programmed or similar methods will be void. Wireless carrier's data rates may apply if an entrant enters the Sweepstakes using a mobile device. In the event of a dispute as to the identity of any entrant, the authorized account holder of the e-mail address associated with the entry will be deemed to be the entrant. The "**authorized account holder**" is the natural person assigned an e-mail address by an internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted address. Potential winner may be required to show proof of being the authorized account holder. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of submission will not be deemed to be proof of receipt of entry by Sponsor. All entrants and entries are subject to verification prior to the awarding of a prize, as are the eligibility, agent and other claims of/information provided by a potential prize winner. Entrants will cooperate with Sponsor and its representatives in connection with any and all verification activities. All entries that are incomplete, illegible, damaged, irregular, have been submitted through illicit means, or do not conform to or satisfy any condition of the Official Rules (defined below) may be disqualified by Sponsor. Sponsor takes no responsibility for lost, stolen, delayed, damaged, misdirected, late or destroyed entries, or for typographical or other production errors. Sponsor is not responsible for any errors or omissions in printing or advertising the Sweepstakes.

5. AGREEMENT TO OFFICIAL RULES AND DECISIONS. The Sweepstakes will be run in accordance with these Official Rules, subject to amendment by Sponsor (the "**Official Rules**"). Entrants must comply with the Official Rules and will be deemed to have received and understood the Official Rules by participating in the Sweepstakes. The terms of the Sweepstakes, as set out in the Official Rules, are not subject to amendment or counter-offer, except as set out herein. Sponsor's decisions with respect to the Sweepstakes (including, without limitation, decisions regarding eligibility of entries, the selection of entrants and winner, and awarding of the Prize) are final and binding. If any provisions of the Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

6. PRIZE DRAWING; ODDS; AWARDING OF PRIZE; PRIZE REDEMPTION. On or around Tuesday, October 4, 2022, Sponsor will randomly select one (1) entrant from all qualified entries received by Sponsor during the Entry Period. The odds of winning the Prize depend on the number of eligible entries received. The potential winner selected must comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements set forth herein. The potential winner will be notified by phone and/or email. The potential winner will be required to execute and return to Sponsor a Declaration of Eligibility, a Release of Liability, and, except where prohibited by law, a Publicity Release (a "**Declaration and Release**") in the form(s) provided by Sponsor in order to claim his/her prize. The Declaration and Release must be returned to Sponsor by the date and/or time indicated within the Declaration and Release. If a potential winner cannot be contacted within seventy-two (72) hours of the first attempt to contact him/her, or if a potential winner fails to return the Declaration and Release within the specified time, or if any prize or prize notification is returned as undeliverable, or if a potential winner is found to be ineligible by Sponsor in its sole discretion, or if a potential winner does not comply with the Official Rules, then the potential winner may be disqualified and an alternate potential winner selected by Sponsor in his/her place at random from

among all eligible non-winning entries received by Sponsor for the Sweepstakes. In such event, an alternate potential prize winner will be notified as described above and will be required to return the required documents to Sponsor as described above; provided, however, Sponsor may alter the above timing to meet its Sweepstakes schedule.

7. PRIZE. Subject to the terms and conditions of these Official Rules, one (1) prize will be awarded in this Sweepstakes. The prize consists of and is limited only to the following: (a) two (2) tickets to the Rocky Mountain Wine Fest Grand Tasting in 2023; (b) one (1) night of lodging for winner and one (1) guest in a one (1) bedroom lodging unit located in the Village at Winter Park (lodging property and room as determined by Sponsor in its sole discretion); and (c) two (2) Riedel wine glass kits (the “Prize”). The approximate retail value (“ARV”) of the Prize is \$450 (USD). Actual ARV depends on rates at the time of booking; if the actual retail value is greater than the ARV stated in these Official Rules, the difference will not be awarded in cash or credit. Prize must be booked through Sponsor. **All prize activities (including, without limitation, lodging) must be used and completed during the 2023 Rocky Mountain Wine Fest.** If winner is unable to use the Prize during the 2023 Rocky Mountain Wine Fest, then the Prize will be forfeited in its entirety, no alternative prize will be awarded, no credit or reimbursement will be awarded, and Sponsor will have no further obligation to winner.

The prize is subject to the following additional requirements and restrictions:

Winner and winner’s guest must travel on the same itinerary and on dates and at times specified by Sponsor. All reservations are subject to availability. All costs and expenses not specified herein, related to the Prize or the use thereof, including but not limited to airfare, ground transportation, additional lodging, meals, beverages, equipment rentals, lodge/hotel amenities (unless expressly stated as part of the Prize), taxes and assessments (including, without limitation, income taxes, departure taxes, ticket taxes and customs user fees), gratuities, insurance, surcharges and other expenses incurred by accepting and using the Prize are the sole responsibility of the winner. Winner’s companion must, as of the date of travel, be a legal resident of the United States and twenty-one (21) years of age or older. Winner’s companion must execute and deliver to Sponsor a notarized Affidavit of Eligibility, a Liability Release and, except where prohibited by law, a Publicity Release in the form(s) provided by Sponsor by the date indicated for return on the document(s) prior to travel booking and travel documents being issued as a condition to booking or use of any component of the Prize.

Prize is non-transferable, non-assignable, non-negotiable, and not redeemable for cash or credit, except as otherwise provided in these Official Rules. Prize must be accepted as awarded. To the fullest extent permitted by applicable law, Prize is awarded “AS IS” with no warranty, condition, representation, or guarantee, express or implied, in fact or in law, made by Sponsor or for which Sponsor shall be liable, including, without limitation, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE AND WINNER ASSUMES ANY AND ALL RISK OF USING THE PRIZE, INCLUDING PERSONAL INJURY OR DEATH. No Prize substitutions, except by Sponsor, who reserves the right (but has no obligation) to substitute a prize (or a component thereof) with another prize of comparable or greater value (including cash) if the Prize (or a component thereof) is not available for any reason as determined by Sponsor in its sole discretion. Unused components of the Prize shall be forfeited and have no redeemable cash value. Winner is solely and fully responsible for any and all costs, fees, taxes, assessments and expenses associated with Prize award, redemption, receipt and use not specified in the Prize description above, including, without limitation, all international, federal, state and local taxes on the Prize. Winner

waives the right to assert as a cost of winning a prize and any and all costs of verification and redemption or travel to redeem the Prize. Non-compliance with any of the foregoing and any other condition of this Sweepstakes may result in disqualification and forfeiture of Prize, in which case, no consideration will be awarded.

8. PUBLICITY. Except where prohibited by law, acceptance of a prize constitutes a winner's consent to Sponsor's (and its successors 'and assigns') use of a winner's name, biography, likeness, voice, photographs, video, opinions, statements, hometown and state for promotional purposes in any manner or media (including, without limitation, online), worldwide, in perpetuity, and without further payment, consideration, notice, review or consent.

9. RELEASE. By entering the Sweepstakes, each entrant forever and irrevocably releases and holds harmless Sponsor, Alterra Mountain Company and their respective subsidiaries and affiliates, Sweepstakes partners and prize suppliers, and each of their respective directors, officers, employees, representatives, shareholders, successors-in-interest, and agents (collectively, the "**Released Parties**") from any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Sweepstakes or with the acceptance, possession, or use of any prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light). Entrant also agrees to fully indemnify Sponsor, Alterra Mountain Company, and their respective directors, officers, employees, parent companies, subsidiaries, affiliates, successors-in-interest, related companies, suppliers, sponsors and agents from any and all claims by third parties relating to the Sweepstakes.

10. LIMITATIONS OF LIABILITY. Sponsor and Alterra Mountain Company and its agents are not responsible for: (a) technical failures of any kind, including but not limited to the malfunction of any telephone network or lines, computer online systems, servers, access providers, computer equipment, software, failure of any e-mail entry to be received by Sponsor or Alterra Mountain Company on account of technical problems or traffic congestion on the Internet or any website, or any combination thereof, including any injury or damage to an entrant's or any other person's computer, related to or resulting from playing or downloading materials in this promotion; (b) any incomplete or inaccurate information, whether caused by the website users or by any equipment of programming associated with or utilized in the Sweepstakes, or by any technical or human error which may occur in the processing of entries; (c) the theft, destruction or unauthorized access to, or alteration of, entries or the website; or (d) any injury or damage to persons or property, including but not limited to entrant's computer, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use of any prize, or from viewing, playing or downloading any material from Sponsor's website(s), regardless of whether the material was prepared by Sponsor or a third party, and regardless of whether the material is connected to Sponsor's websites by a hypertext link. Sponsor and Alterra Mountain Company reserve the right, in their sole discretion, to cancel, modify or suspend the Sweepstakes should a virus or bug or other cause beyond the reasonable control of Sponsor and Alterra Mountain Company or their agents corrupt the security or proper administration of the Sweepstakes. Any attempt to deliberately damage any website or to undermine the legitimate operation of this promotion is a violation of criminal and civil laws, and should such an attempt be made, Sponsor and Alterra Mountain Company reserve the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution. Alterra Mountain Company and Sponsor reserve the right to forbid the framing

of any of the contents of this site and, in their sole discretion, to disqualify any individual who tampers with the entry process.

11. DISPUTES. Entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes, or any prize awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in federal courts located in the City and County of Denver, Colorado or state courts located in Grand County, Colorado; entrant submits to sole and exclusive personal jurisdiction to said courts in the State of Colorado for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; (b) any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant or Sponsor in connection with the Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of Colorado, without giving effect to any choice of law or conflict of law rules of provisions (whether of the State of Colorado, the United States, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Colorado.

12. PRIVACY/DATA COLLECTION. Entrants provide personal information to Sponsor when they enter this Sweepstakes. Sponsor collects this information and use it to (a) administer this Sweepstakes, (b) for market research, and (c) for other marketing purposes, in accordance with applicable law. Sponsor may share this information with third parties who need access to this information to perform services on Sponsor's behalf. By entering in this Sweepstakes, you agree to receive marketing and promotional communications from Sponsor. You may withdraw your consent at any time without impacting your chances of winning. For more information about the ways Sponsor uses and shares personal information collected online through its website, please see the Privacy Policy of Sponsor located at <https://www.alterramtnco.com/privacy-policy/>. In the event of any conflict between the Privacy Policy and these Official Rules, these Official Rules shall govern.

13. OFFICIAL RULES. These Official Rules are available at <http://winterparkresort.com/about-us/contact-us> at the Sweepstakes section of the website or by sending a self-addressed postage-stamped envelope to "Winter Park Resort/Rocky Mountain Wine Fest Survey Giveaway 2022 – Rules Request," c/o Winter Park Resort, P.O. Box 36, Winter Park, Colorado 80482. Vermont residents may omit return postage.

14. WINNER'S LIST. To request a list of the Sweepstakes winner, send a self-addressed postage-stamped envelope to "Winter Park Resort/Rocky Mountain Wine Fest Survey Giveaway 2022 - Winner List Request," c/o Winter Park Resort, P.O. Box 36, Winter Park, Colorado 80482. Requests must be received by December 3, 2022.