

"SnowShape Giveaway" 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® "SnowShape Giveaway" (the "Sweepstakes") is sponsored by Intrawest/Winter Park Operations Corporation ("Sponsor") and the address at which Sponsor may be contacted is Intrawest/Winter Park Operations Corporation, P.O. Box 36, Winter Park, Colorado 80482. Red Rocks Park & Amphitheatre ("Red Rocks") is not a sponsor or administrator of the Sweepstakes, the Sweepstakes is in no way endorsed or administered by Red Rocks, and Red Rocks shall have no responsibility or liability with respect to the Sweepstakes. Sponsor is offering the Sweepstakes in conjunction with the SnowShape Winter Fitness Series scheduled to take place at Red Rocks on September 20, September 27, October 4 and October 11, 2025 (each, individually, an "Event" and collectively, the "Events").
- 2. **ELIGIBILITY.** The Sweepstakes is only open toentrants who, as of the entry date: (i) are present at one of the Events, (ii) are permanent legal residents of the fifty (50) United States (excluding, Florida, New York and Rhode Island) or the District of Columbia, and (iii) are at least eighteen (18) years of age or older. The Sweepstakes is void outside the fifty (50) United States and the District of Columbia; and where prohibited or restricted by law (including in Florida, New York and Rhode Island).
- **3. TIMING.** The Sweepstakes entry period begins at approximately 7:45am Mountain Daylight Time ("MDT") and ends at approximately 9:30 am MDT on each date of the Event (each an "Entry Period"). Each Entry Period may be extended or shortened at Sponsor's sole discretion.
- 4. HOW TO ENTER. You may only enter the Sweepstakes in person at one of the Events:

During an Entry Period, attend the Event, scan the QR code at the Event and enter to win. You must provide your name and email address on the entry form. Entries will only be accepted at the Event during an Entry Period. No facsimiles, photocopied or mechanically reproduced entries allowed. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of entry will not be deemed to be proof of receipt of entry by Sponsor. All entrants and entries subject to verification prior to the awarding of a prize, as are the eligibility, age and other claims of information provided by a potential prize winner. **LIMIT: One (1) entry per person, per Entry Period**.

- 5. AGREEMENT TO OFFICIAL RULES AND DECISIONS. By participating in the Sweepstakes, each entrant fully and unconditionally agrees to be bound by and accepts these Official Rules and the decisions of Sponsor (including, without limitation, decisions regarding eligibility of entries, the selection of entrants and the winner, and the awarding of the prize), which are final and binding in all respects.
- **6. DRAWING; ODDS; NOTIFICATION.** On each of September 20, September 27, October 4 and October 11, 2025, following the completion of each Event, Sponsor will randomly select ten (10) potential winners from among all eligible entries received by Sponsor during the applicable Entry Period. **Potential winners must be present to win.** Potential winners will be announced in person at each Event. Odds of winning a prize depend on the number of eligible entries received by Sponsor during the applicable Entry Period. The entrant selected must comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. If the potential winner is not present, at Sponsor's sole discretion, Sponsor may draw another potential winner or try to contact the potential winner via email at the time of the drawing. If the potential winner does not respond within 24 hours of the drawing, or if the potential winner is found to be ineligible, or if the potential winner does not comply with the Official Rules, then the potential winner may be disqualified and an alternate 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.
- 7. PRIZE. Subject to the terms and conditions of these Official Rules, ten (10) prizes will be awarded for each Entry Period in this Sweepstakes for a total of 40 winners over the entire Sweepstakes. The prizes shall be awarded in random order during each drawing. Prizes for each Entry Period shall be a total of Five (5) Winter Park Resort season passes (subject to the terms, conditions and restrictions thereof) (with an Approximate Retail Value ("ARV") of \$899 USD) and five (5) Winter Park Resort 4-Flex Lift Tickets Packs (subject to the terms,

conditions and restrictions thereof) (with an ARV of \$460 USD). The aggregate ARV of all prizes to be awarded in this Sweepstakes is \$27,180 USD. EACH PRIZE CONSISTS OF AND IS LIMITED ONLY TO THE ITEM AS DESCRIBED ABOVE. ADDITIONAL SERVICES AND/OR ITEMS ARE OR MAY BE REQUIRED TO USE THE PRIZE, AND THOSE SERVICES AND ITEMS ARE NOT INCLUDED WITH THE PRIZE BUT MUST BE PURCHASED OR OTHERWISE OBTAINED AT THE WINNER'S TIME AND EXPENSE IN ORDER TO USE THE PRIZE.

Each Prize is nontransferable, nonassignable, nonnegotiable, and not redeemable for cash or credit. Prize must be accepted as awarded. Prize is awarded "AS IS" with no warranty, 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 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 equal 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, including, without limitation, all federal, state and local taxes on the prize. If applicable, winner will be issued an IRS Form 1099 for the actual retail value of the prize. Winners waive the right to assert as a cost of winning a prize any and all costs of verification and redemption or travel to redeem the prize. If a winner is a minor in his/her jurisdiction of primary residence, prize may be awarded to the minor's parent or legal guardian who must assume all responsibilities of the prize winner. 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, participation in the Sweepstakes constitutes winner's consent to Sponsor's (and its designees', successors' and assigns') use of winner's name, biography, likeness, including children in photographs, voice, photographs, video, opinions, statements, hometown, state and country 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. GENERAL CONDITIONS. Sponsor reserves the right, in its sole discretion, to terminate, modify or suspend the Sweepstakes if, in Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if viruses, bugs, unauthorized intervention, fraud, technical difficulties or failures or any other factor beyond Sponsor's reasonable control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes. In such event, Sponsor reserves the right (but does not have the obligation) in its sole discretion to award prizes at random from among eligible, nonsuspect entries received up to the time of suspected impairment. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage or undermine the legitimate operation of this Sweepstakes is a violation of criminal and civil laws, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other provision of these Official Rules.
- 10. RELEASE. By entering, each entrant forever and irrevocably releases and holds harmless Sponsor, Alterra Mountain Company, Winter Park Recreational Association, the City and County of Denver, the U.S. Forest Service, Red Rocks, theirparents, subsidiaries and affiliates, and each of their respective agents, advertising and promotion agencies, affiliates, Sweepstakes partners and prize suppliers, and all of their respective employees, officers, directors, shareholders and agents (collectively, the "Released Parties") from and against all claims, damages or liabilities arising in whole or in part, directly or indirectly, from entrant's participation and/or entry in the Sweepstakes and/or entrant's award, receipt or use of any prize awarded in the Sweepstakes (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 the Released Parties from any and all claims by third parties relating to the Sweepstakes.
- 11. LIMITATIONS OF LIABILITY. The Released Parties not responsible for: (a) incorrect or inaccurate transcription of entry information or late, lost, stolen, unintelligible, illegible, damaged, mutilated, altered, incomplete, misdirected or postage due entries or entries received through impermissible or illegitimate channels, all of which will be disqualified; (b) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer online systems, computer equipment, website, server provider, network, hardware or software;
- (c) the unavailability or inaccessibility of any website or service; (d) unauthorized intervention in any part of the

entry process or the Sweepstakes; (e) printing, typographical, electronic or human errors which may occur in the offer or administration of the Sweepstakes or the processing of entries; or (f) 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 from the use of photos uploaded by Winter Park Resort for any purpose, 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.

- **DISPUTES.** Entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or 12. connected with this Sweepstakes, or any prizes 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.
- 13. DATA COLLECTION. Entrants may provide personal information on the entry form when they enter this Sweepstakes. Sponsor collects this information and uses it to (a) administer this Sweepstakes and (b) for market research and for other marketing purposes. Sponsor may share this information with third parties who need access to this information to perform services on Sponsor's behalf. Sponsor may also share this information with select marketing partners, who may use it to contact you with information and offers they believe will be of interest to you.
- **14. OFFICIAL RULES.** These Official Rules are available at the Event on the date of each Event (while supplies last) or by sending a self-addressed postage-stamped envelope to "SnowShape Giveaway Rules Request," c/o Winter Park Resort, PO Box 36, Winter Park, Colorado 80482. Vermont residentsmay omit return postage.
- **15. WINNER'S LIST.** To request a list of the Sweepstakes winner, send a self-addressed postage-stamped envelope to "SnowShape Giveaway Winner List Request," c/o Winter Park Resort, PO Box 36, Winter Park, Colorado 80482. Requests must be received by 12/30/25.

16.