

Winter Park Resort® Scavenger Hunt Giveaway

Official Rules

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

1. ELIGIBILITY. The Winter Park Resort® “Scavenger Hunt Giveaway” (the “Giveaway”) is only open to entrants who, are present at Winter Park Resort on May 7, 2022, who are at least eighteen (18) years old or have parental consent to participate in the scavenger hunt. The Giveaway is void to anyone not at the Resort, on May 7, 2022 when the clues are posted via social media and the Winter Park App, outside the fifty (50) United States and the District of Columbia; and where prohibited or restricted by law. Employees, officers and directors of Intrawest/Winter Park Operations Corporation and the immediate families (defined as parents, spouses, children, siblings, grandparents, and their respective spouses) or members of the same household (whether related or not) of each such employee, officer and director, are not eligible to win a prize. The Giveaway, and any website pages and advertisements relating thereto, is intended for viewing only within the eligible Giveaway territory. This Giveaway is not associated with or administered by Instagram, GoPro, Smith, Dakine, Honey Stinger or Smartwool.

2. TIMING. The Giveaway entry period begins at approximately 9:00 a.m. Mountain Time (“MT”) when the clues are posted on the Winter Park Resort App and/or on Winter Park Resort’s Instagram Story on 5/7/2022 and ends the earlier of (i) 4:00 p.m. MT or (ii) when all prizes have been claimed, on 5/7/2022 (the “Entry Period”). Sponsor’s computer is the official timekeeping device for the Giveaway.

3. HOW TO ENTER. There is one (1) way to enter the Giveaway:

a. Visit Winter Park Resort on May 7, 2022, read the clues published on the Winter Park Resort App and/or posted on Winter Park Resort’s Instagram story, follow the clues to prizes hidden on the mountain. First guest to find a prize, gets to keep it. You must be a registered member of the Winter Park Resort App or Instagram App, located at www.instagram.com and in compliance with their respective Terms located at <https://help.instagram.com/>. Membership on the Winter Park Resort App and Instagram is free and can be obtained by visiting www.instagram.com and following the onscreen instructions to register for and open an account. An entrant must be the rightful owner (or have authorized use) of the e-mail address identified with the participant’s Instagram account.

b. FOR ALL ENTRIES: All entries, regardless of method of entry, must be received by Sponsor during the Entry Period (or during such certain dates and times within the Entry Period as expressly specified above). All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of online submission 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. Sponsor reserves the right to conduct a background check on any or all entrants, and Sponsor reserves the right to disqualify any individual based on such background check if Sponsor determines in its sole discretion that awarding a prize to any such individual might reflect negatively on Sponsor or any of its Giveaway partners. Entrants will cooperate with Sponsor and its representatives in connection with any and all verification activities.

4. AGREEMENT TO OFFICIAL RULES AND DECISIONS. By participating in the Giveaway, 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.

5. DRAWING; ODDS; NOTIFICATION. On 5/7/2022, Sponsor will randomly hide five (5) prizes on the mountain at Winter Park Resort to be found by potential winners. Odds of winning are completely dependent on (i) how many people participate in the scavenger hunt, and (ii) participants ability to follow clues. The entrant that finds a prize must comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. The potential winners will secure their prize upon finding it and post a selfie using the hashtag “#WinterParkResort or by tagging @WinterPark”. . The potential winner may be required to execute and

return to Sponsor a notarized Affidavit of Eligibility, a Liability Release, and, except where prohibited by law, a Publicity Release (an "Affidavit/Release") in the form(s) provided by Sponsor in order to claim his/her prize. The Affidavit/Release must be returned to Sponsor by the date and/or time indicated within the Affidavit/Release. If a potential winner cannot be contacted within seventy-two (72) hours of the first attempt to contact him/her, or if the potential winner fails to return the Affidavit/Release within the specified time, or if any prize or prize notification is returned as undeliverable, 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 Giveaway. 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 Giveaway schedule and due to such schedule, Sponsor may be unable to award the prize in this Giveaway.

6. PRIZE. Subject to the terms and conditions of these Official Rules, five (5) prizes will be awarded in this Giveaway. The following five (5) Prizes will be awarded to the participant that locates the prize based on the provided clue(s): 1. One (1) GoPro® Hero 10 (with an approximate retail value ("ARV") of \$520), 2. One (1) Smith® 4D Mag Goggles (with an ARV of \$320), 3. One (1) Dakine Swag Bag to include (i) Dakine Infinity Top loader 27L backpack, (ii) Leather Titan Gore-Tex Mitt, (iii) a t-shirt, and (iv) a beanie hat (with an ARV of \$205), 4. One (1) Honey Stinger swag bag to include Waffles, mini waffles, cracker bar and rapid hydrate mix (with and ARV of \$50), and 5. One (1) Smartwool swag bad to include (i) a pair of Smartwool socks and (ii) a Smartwool shirt (with an ARV of \$50). The aggregate ARV of all prizes to be awarded in this Giveaway is \$1145.

Each prize consists of and is limited to the prize described above. **THE PRIZE CONSISTS OF AND IS LIMITED ONLY TO THE ITEM 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.**

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. 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 Giveaway may result in disqualification and forfeiture of prize, in which case, no consideration will be awarded

7. PUBLICITY. Except where prohibited by law, participation in the Giveaway constitutes winner's consent to Sponsor's (and its designees', successors' and assigns') use of winner's name, biography, likeness, 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.

8. GENERAL CONDITIONS. Sponsor reserves the right, in its sole discretion, to terminate, modify or suspend the Giveaway if, in Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Giveaway, 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 Giveaway. 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, non-suspect 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 Giveaway 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 any website or undermine the legitimate operation of this Giveaway 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.

9. RELEASE. By entering, each entrant forever and irrevocably releases and holds harmless Sponsor and its parents, subsidiaries and affiliates, and their respective agents, advertising and promotion agencies, affiliates, Giveaway partners and prize suppliers, and all of their respective employees, officers, directors, shareholders and agents 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 Giveaway and/or entrant's award, receipt or use of any prize awarded in the Giveaway.

10. LIMITATIONS OF LIABILITY. Sponsor is 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 Giveaway; (e) printing, typographical, electronic or human errors which may occur in the offer or administration of the Giveaway 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 Giveaway, 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.

11. DISPUTES. Entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Giveaway, 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 Rout 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 Giveaway 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 Giveaway 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. DATA COLLECTION. Entrants provide personal information on the entry form when they enter this Giveaway. Sponsor collects this information and uses it to (a) administer this Giveaway 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.

13. OFFICIAL RULES. These Official Rules are available at <https://www.winterparkresort.com/things-to-do/events/jane-snow-beach-may-7> or by sending a self-addressed postage-stamped envelope to "WPR – Scavenger Hunt Giveaway – 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 Giveaway winner, send a self-addressed postage-stamped envelope to "WPR – Scavenger Hunt Giveaway - Winner List Request," c/o Winter Park Resort, P.O. Box 36, Winter Park, Colorado 80482. Requests must be received by 7/7/22.

15. SPONSOR. The sponsor of the Giveaway and the address at which the Sponsor may be contacted is Winter Park Resort, P.O. Box 36, Winter Park, Colorado 80482.