



**Snowshoe Mountain, Inc.
Snowshoe Summer Sweepstakes 2024
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 “Snowshoe Summer Sweepstakes 2024” (the “**Sweepstakes**”) is sponsored by Snowshoe Mountain, Inc. (“**Sponsor**”) and the address at which Sponsor may be contacted is 10 Snowshoe Drive, Snowshoe, WV 26209.

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 eighteen (18) 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: May 23, 2024 from 9:00am Eastern Time (“**ET**”) through 11:59 p.m. ET on July 5, 2024 (the “**Entry Period**”). **Entries received other than during the Entry Period, and duplicate entries, will be determined ineligible and will be discarded.** Sponsor’s computer is the official timekeeping device for the Sweepstakes.

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 SWEEPSTAKES INVITATION: If you receive an email from Sponsor inviting you to participate in the Sweepstakes (the “**Sweepstakes Invitation**”) during the Entry Period, you will be automatically entered in the Sweepstakes, provided that you must confirm your email address on the Sweepstakes registration page. The Sweepstakes Invitation is emailed to certain guests who have entered into certain transactions with Sponsor during a period prior to the end of the Entry Period.

b. TO ENTER AT SPONSOR’S WEBSITE: During the Entry Period, visit Sponsor’s Sweepstakes webpage located at www.snowshoemtn.com/sweepstakes 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. 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 July 8, 2024, 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 email and/or phone. 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 to a trip for winner and one (1) guest to Snowshoe Mountain Resort, including two (2) nights' stay in premium lodging (restrictions apply; blackout dates as determined by Sponsor in its sole discretion), Summer Fun Passes for 2, and a choice of either event or adventure activity tickets. The ARV of the Prize is USD \$1,000. 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. If applicable, winner and guest must travel on the same itinerary and on dates and at times specified by Sponsor. The Prize must be used by October 13, 2024. Blackout dates are defined as July 18-20, 2024. Winner must contact Katelynn Chambers at kdchambers@snowshoemountain.com to redeem the Prize.

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

Actual ARV depends on lodging rates and, if applicable, currency exchange rates, at the time of booking; if actual ARV is less than the stated ARV in these Official Rules, the difference will not be awarded in cash or other consideration. 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 a 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. If applicable, winner's companion must, as of the date of travel, be a legal resident of the United States and eighteen (18) years of age or older; provided, that a companion under eighteen (18) years old may accompany the winner, if the winner is the parent or legal guardian of such minor or separate arrangements have been made, at winner's cost, to bring a parent or legal guardian. Each of winner and 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; which documents must also be executed by the accompanying parent or legal guardian for any minor companion on behalf of such parent or legal guardian and on behalf of the minor companion. Prize winner and his/her companion are responsible for obtaining and providing proper travel and citizenship documentation in order to travel in connection with use of the prize, which may include passports, driver's licenses and other valid photo identifications. Those without proper travel and citizenship documentation may be denied boarding and use of the Prize, in which case no consideration will be awarded.

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, 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 a federal or state court located in Pocahontas County, West Virginia; entrant submits to sole and exclusive personal jurisdiction to said courts in the State of West Virginia 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 West Virginia, without giving effect to any choice of law or conflict of law rules of provisions (whether of the State of West Virginia, the United States, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of West Virginia.

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 the Sweepstakes registration page or by sending a self-addressed postage-stamped envelope to "Snowshoe Summer Sweepstakes 2024 – Rules Request," c/o Snowshoe Mountain Resort, 10 Snowshoe Dr., Snowshoe, WV 26209. 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 "Snowshoe Summer Sweepstakes 2024 - Winner List Request," c/o Snowshoe Mountain Resort, 10 Snowshoe Dr., Snowshoe, WV 26209. Requests must be received by September 6, 2024.