

Steamboat Ski & Resort Corporation
“2024 Korbel Guess the Number of Champagne Powder® Inches for the Season Contest”
Official Rules

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN.

1. SPONSOR. The “2024 Korbel Guess the Number of Champagne Powder® Inches for the Season Contest” (the “**Contest**”) is sponsored by Steamboat Ski & Resort Corporation, 2305 Mt. Werner Circle, Steamboat Springs, CO 80487 (“**Sponsor**”). Brown Foreman Corporation d/b/a Korbel California Champagne (“**Brown Foreman**”) is not a sponsor or administrator of the Contest and shall have no responsibility or liability with respect to the Contest.

2. ENTRY PERIOD. The period during which you can enter the Contest begins at 10:00am Mountain Time (MT) on December 1, 2023 and ends at 3:00pm MT on December 30, 2023 (the “**Entry Period**”). Sponsor’s computer is the official timekeeper for this Contest.

3. ELIGIBILITY. The Contest is only open to entrants who, as of the entry date, are legal residents of the United States, including the District of Columbia, and are at least twenty-one (21) years of age. The Contest is void outside the United States and the District of Columbia and where prohibited or restricted by law. Employees, officers and directors of Sponsor and Brown Foreman, and their respective parents, subsidiaries, affiliates, divisions, advertising and promotion agencies, 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 enter or participate. The Contest, and any website pages and advertisements relating thereto, is intended for viewing only within the eligible Contest territory and entrants must be present in the eligible Contest territory at the time they enter.

4. HOW TO ENTER; ENTRY REQUIREMENTS.

a. To enter the Contest during the Entry Period go to www.steamboat.com (the “**Contest Website**”), click on the Contest link and follow the onscreen prompts and instructions to fully complete all required registration information and your guess on each of the following **three (3) snowfall measurements**: (1) the number of inches of total snowfall that will be recorded at the Steamboat Resort mid-mountain measuring point for the 2023-2024 ski season, from October 1, 2023 through and including April 14, 2024, (2) the highest number of inches of snowfall reported for one twenty-four (24) hour period by Steamboat’s 5 a.m. daily snow report as issued each day from opening day, November 22, 2023, until and including closing day, April 14, 2024, and (3) Steamboat’s mid-mountain base snow depth as recorded at 5 a.m. on closing day Sunday April 14, 2024 (each completed entry an “**Entry**”). For the avoidance of doubt and for the sake of clarity, in the event the 2023-2024 ski season is extended, the above snowfall measurements will still be recorded using April 14, 2024 as “closing day” of the 2023-24 ski season for purposes of this Contest.

LIMIT: One (1) Entry per person or address (physical or email). Entry must conform to the entry requirements in Section 4.b. below and the winner will be selected as described in Section 5 below. **ELIGIBLE ENTRANTS MUST ENTER IN ACCORDANCE WITH THESE OFFICIAL RULES. NO OTHER METHOD OF ENTRY WILL BE ACCEPTED.** Normal Internet access and usage charges imposed by entrant’s online service will apply. **AN ENTRANT DOES NOT HAVE TO PURCHASE A LIFT TICKET OR PAY ANY FEE TO SPONSOR TO ENTER.**

b. Each Entry must be received by Sponsor during the Entry Period. Each Entry must include: (1) all required registration information; (2) a valid email address, and (3) a guess for each of the three (3) snowfall measurements described in Section 4.a. above. **All entrants MUST submit a guess for all three (3) snowfall measurements to be eligible.** Failure to submit all required information, guesses and submissions in the manner required in these Official Rules may result in disqualification. **ENTRIES WILL NOT BE ACKNOWLEDGED OR RETURNED, AND MAY BE DESTROYED.** Proof of submission of any Entry will not be deemed to be proof of receipt by Sponsor. All entrants, participants and Entries are subject to verification by Sponsor. Any submission that does not comply with any aspect of these Official Rules, as determined by Sponsor in its sole discretion, may be rejected by Sponsor and the entrant disqualified.

5. SELECTION; NOTIFICATION.

a. Eligible Entries received during the Entry Period will be reviewed for eligibility and compared to the applicable snowfall total in inches as reflected in Sponsor's records from the mid-mountain measuring point or daily snow reports following the April 14, 2024 closing day of the 2023-24 ski season. The Entry with the number of total inches of snowfall for guess number 1 which is closest to the total in Sponsor's records will be the winner. **There will be only one (1) Prize and one (1) winner in this Contest.**

b. In the event of a tie between two or more Entries as to guess number 1, the tie(s) will be broken as follows:

(i) If one or more of the tied Entries is below the actual recorded number of inches, and one or more other tied Entries is above such number of inches, then the tied Entry(ies) which guessed above the actual number would be eliminated and, if there is only one tied Entry which guessed under the actual number, that Entry will be the winner. If there is more than one tied Entry that guessed the same number of inches under the actual number of inches, then the selection of the winner will proceed to the next round, (ii) below.

(ii) The remaining tied Entries' guesses as to guess number 2, the highest number of inches of snowfall reported for one twenty-four (24)-hour period by Steamboat's 5 a.m. daily snow report at the mid- mountain measuring point for the applicable period stated above in Section 4.a, will be compared with Sponsor's records and the tied Entry with the closest number of inches to the recorded number of inches in Sponsor's records will be the winner. If one or more of the tied Entries is below the actual recorded number of inches, and one or more other tied Entries is above such number of inches, then the tied Entry(ies) which guessed above the actual number would be eliminated and, if there is only one tied Entry which guessed under the actual number, that Entry will be the winner. If there is more than one tied Entry that guessed the same number of inches below the actual number of inches, then the selection of the winner will proceed to the next round, (iii) below.

(iii) The remaining tied Entries' guesses as to guess number 3, Steamboat's mid-mountain base as recorded at 5 a.m. on closing day Sunday April 14, 2024, will be compared with Steamboat's records. The tied Entry with the closest number of inches to that in Sponsor's records for guess number 3 will be the winner. If one of the tied Entries was below the actual recorded number, and the other tied Entry was above the actual recorded number, then the tied Entry which guessed below the actual recorded number will be the winner. In the unlikely event of a further tie Sponsor will determine the winner by a coin flip(s).

c. A potential winner will be announced on or about three (3) weeks after the end of the 2023-24 ski season. A potential winner must comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. A potential winner will be notified by phone, letter (by postal or overnight delivery) and/or e-mail. In order to claim the prize, the potential winner will be required to execute and return to Sponsor an 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. The Affidavit/Release must be returned to Sponsor by the date and/or time indicated within the Affidavit/Release. If the potential winner cannot be contacted within five (5) days 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 the potential winner or his/her Entry is found to be ineligible, or if the potential winner does not comply with these Official Rules, then the potential winner may be disqualified and an alternate potential winner selected by Sponsor in his/her place, which alternate will be the entrant who would have been the winner if the disqualified potential winner was not considered in the Contest judging. In such event, an alternate potential winner will be notified by Sponsor as described above and will be required to return the required documents to Sponsor as described above; however, Sponsor, in its sole discretion, may adjust the above timing and delivery requirements to accommodate Sponsor's Contest schedule, and due to such schedule and timing, Sponsor may be unable to award the prize. Sponsor is not responsible for the failure of a potential winner to receive Sponsor's notification or the required documents for any reason, or for the inability of such potential winner to return

the required documents for any reason. Each winner agrees that he/she will not conduct or participate in any media interview regarding this Contest or any prize without the express prior written permission of Sponsor.

6. AGREEMENT TO OFFICIAL RULES AND DECISIONS. By participating in the Contest, 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 the winner, and the awarding of the prize), which are final and binding in all respects. Entrants and winners must comply with all terms and conditions of these Official Rules, and participation and winning is contingent upon fulfilling all requirements.

7. PRIZE.

a. Subject to the terms and conditions of these Official Rules, only one (1) prize will be awarded in this Contest. The prize is a Korbel Champagne Powder® Ski Vacation for two (2) at the Steamboat Ski Resort for the 2024-2025 ski season which consists of, and is limited to, the following: (a) five (5) nights lodging for two (2) people in luxury accommodations (dates, property and room type as determined by Sponsor in its sole discretion), (b) two (2) lift tickets valid for five (5) days consecutive skiing (including night skiing & first tracks if operating) during the trip at the Steamboat Ski Resort (lift tickets subject to the terms, conditions, limitations, releases and restrictions thereof), (c) five (5) consecutive days demo ski or snowboard rentals at a Steamboat Ski & Sport Shop (rentals subject to the standard terms, conditions, restrictions, releases and limitations of Sponsor), (d) two (2) Korbel ski jackets, and (e) an opportunity to ski with a Steamboat Olympian (subject to availability; date, time, duration and location as determined by Sponsor in its sole discretion). The approximate retail value (“ARV”) of the prize is \$4700.

b. The prize is subject to the additional requirements and restrictions: Awarding the prize is subject to the Steamboat Ski Resort having a full season, without any shut down of operations and continuing uninterrupted until April 14, 2024. If this does not occur, it will have become impossible to determine the various measurements necessary to pick the winners, and the Contest will be deemed cancelled due to a force majeure event and no prize or other consideration, nor any rebooking rights, will be provided to any entrant. The prize does not include any travel costs, whether for air or ground transportation, to or from Steamboat Springs, CO or locally, and all transportation costs of any kind are the sole responsibility of the winner. The prize activities, including, without limitation, skiing, are subject to weather, safety and other similar limitations and restrictions, as well as the duration of the 2024-25 ski season which may be affected by many factors, including but not limited to, snow conditions, runs open, unusually harsh weather, epidemic or pandemic, travel advisories, public health or government order, or any other event or occurrence, as determined by Sponsor in its sole discretion, which may result in limitation of use of the prize and/or which may limit or prohibit Steamboat Ski Resort from conducting its operations. In the event of any such impacts on the use of the prize no cash or other consideration will be provided to winner, but winner may reschedule his/her use of the prize to another time in the 2024-25 ski season, the summer 2024 season, or the 2025-26 ski season. No compensation of any kind other than this optional rescheduling will be provided under any circumstances whatsoever and the prize will expire and be forfeited if no such rescheduling is booked prior to April 1, 2024, and only one (1) such rebooking will be allowed. All Steamboat Ski Resort organized activities are subject to all Sponsor rules and regulations, which must be observed by winner, which may include, without limitation, execution and delivery to Sponsor of releases of liability and other instruments in the form(s) provided by Sponsor. If the actual ARV of the prize is less than the stated ARV in these Official Rules, the difference will not be awarded in cash or other consideration. Winner and guest must travel on the same itinerary and on dates and at times specified by Sponsor. Travel must be booked through Sponsor, and must be booked no later than December 30, 2024, unless rescheduling as set forth above. All reservations are subject to availability and blackout dates. All costs and expenses not specified herein, related to the prize or the use thereof, including but not limited to, transportation or additional transportation costs, lodging or additional lodging, meals, beverages, 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 eighteen (18) years of age or older; provided that a companion under eighteen (18) years old may accompany the winner if also accompanied by such minor companion’s parent or legal guardian. Winner’s companion must execute and deliver to Sponsor an 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(s) 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 will be denied boarding and use of the prize, in which case, no consideration will be awarded.

c. The prize is awarded "AS IS" with no warranty, representation or guarantee, express or implied, in fact or in law, made by Sponsor or Brown Foreman, or for which Sponsor or Brown Foreman may be liable, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE AND WINNER ASSUMES ANY AND ALL RISK OF USING THE PRIZE INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE OR DEATH. The prize is nontransferable, nonassignable, nonnegotiable, and not redeemable for cash or credit. The prize must be accepted as awarded. 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 if any applicable prize (or a component thereof) is not available for any reason as determined by Sponsor in its sole discretion. 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 value of the prize. Winner waives 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. Non-compliance with any of the foregoing and any other condition of this Contest may result in disqualification and forfeiture of prize. Upon prize forfeiture, no compensation will be given.

8. PUBLICITY. Except where prohibited by law, participation in the Contest constitutes entrants' and winner's consent for Sponsor to use an entrant's or winner's name, biography, likeness, voice, photographs, videos, opinions, statements, hometown and state for promotional purposes in any manner or media (including, without limitation, on the Internet), worldwide, in perpetuity, and without further notice, payment, attribution, consideration or consent.

9. GENERAL CONDITIONS. Sponsor reserves the right to require entrants to complete, execute and deliver to Sponsor additional documents at any time as required, in the forms provided, and within the timeframe required by Sponsor, or the entrant and participants may be disqualified. Sponsor reserves the right, in its sole discretion, to terminate, modify or suspend the Contest if, in Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Contest, or if viruses, bugs, unauthorized intervention, fraud, technical difficulties, acts of God or failures or any other factor beyond Sponsor's reasonable control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest. In such event, Sponsor reserves the right in its sole discretion (but does not have any obligation) to award a prize to a winner based on the above judging criteria from among eligible, non-suspect entries received up to the time of the 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 Contest 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 the Contest 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 participating in the Contest, each entrant forever and irrevocably RELEASES, DISCHARGES, INDEMNIFIES AND HOLDS HARMLESS, Sponsor and Brown Foreman, and their respective parents, subsidiaries, divisions and affiliates; any and all persons and entities responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest or supplying any prize, and the employees, officers, directors, owners, representatives, agents, heirs, successors, assigns and insurers of each of them (collectively, the "Releasees") from and against all losses, claims, damages, liabilities, costs or expenses (collectively, "Losses"), arising in whole or in part, directly or indirectly, from the entrant's entry and/or participation in the Contest (including, without limitation, by participating in any activities at the

Steamboat Ski Resort), and/or the entrant's receipt or use of the prize awarded in the Contest. The foregoing release includes, without limitation, any and all LIABILITY, BODILY INJURY, DEATH, LOSS OR DAMAGE to entrant or any third party arising in whole or in part, directly or indirectly, from any prize or the use of any prize, the award, acceptance, possession, use or misuse of any prize, and entry and participation in the Contest (including, without limitation, by participating in activities at the Steamboat Ski Resort) including, but not limited to, on account of negligence of Sponsor and/or resort personnel, employees or volunteers. Each entrant further COVENANTS NOT TO SUE any of the Releasees with respect to any matter addressed by the foregoing release, or encourage or assist any third party in doing so. This is a complete RELEASE and DISCHARGE of all claims and rights of each entrant against the Releasees and no action will be taken by or on behalf of an entrant with respect to any such claims and rights, it being understood that these Official Rules, including this Section 10, shall be binding upon each entrant, and his/her successors, assignees, subrogors, insurers, heirs, next of kin, executors, representatives, and legal and personal representatives.

11. LIMITATIONS OF LIABILITY. Sponsor is not responsible for: (a) incorrect or inaccurate transcription of Entry or entry material information or late, lost, stolen, unintelligible, illegible, damaged, mutilated, altered, incomplete, or misdirected 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 Contest; (e) printing, typographical, electronic or human errors which may occur in the offer or administration of the Contest 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 Contest, or from viewing, playing, uploading or downloading any material to or 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 website by a hypertext link.

12. DISPUTES. Entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Contest, 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 Routt County or Denver 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 Contest 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 Contest 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. Sponsor collects personal information from entrants when they enter the Contest. Information collected by Sponsor online is subject to the Privacy Policy of Sponsor located at <https://www.alterramtnc.com/privacy-policy/>.

14. OFFICIAL RULES. These Official Rules are available at www.steamboat.com or by sending a self-addressed stamped envelope to "2024 Korbel Guess the Number of Champagne Powder® Inches for the Season Contest – Rules Request", c/o Steamboat Ski & Resort Corporation, 2305 Mt. Werner Circle, Steamboat Springs, CO 80487, Attn: Leslie Gibson.

15. WINNERS' LIST. To request a list of the Contest winners, send a self-addressed postage-stamped envelope to "2024 Korbel Guess the Number of Champagne Powder® Inches for the Season Contest – Winner

List Request”, c/o Steamboat Ski & Resort Corporation, 2305 Mt. Werner Circle, Steamboat Springs, CO 80487, Attn: Leslie Gibson. Requests must be received by July 4, 2024.