## Steamboat Ski & Resort Corporation "Boatload 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 "Boatload Sweepstakes 2024" (the "**Sweepstakes**") is sponsored by Steamboat Ski & Resort Corporation ("**Sponsor**") and the address at which the Sponsor may be contacted is Steamboat Ski & Resort Corporation, 2305 Mt. Werner Circle, Steamboat Springs, Colorado 80487.
- **2. ELIGIBILITY.** The Sweepstakes is only open to entrants who, as of the entry date, are permanent legal residents of the United States the District of Columbia who are eighteen (18) years of age or older. The Sweepstakes is void outside the United States and the District of Columbia and where prohibited or restricted by lawEmployees, officers and directors of Sponsor, any prize suppliers, and each of their respective parents, subsidiaries, affiliates, divisions, advertising and promotion agencies (including, without limitation, Alterra Mountain Company), 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. The Sweepstakes, and any website pages and advertisements relating thereto, is intended for viewing only within the eligible Sweepstakes territory, and entrants must be present in the eligible Sweepstakes territory at the time they enter.
- **3. TIMING.** The Sweepstakes entry period begins at 12:00 p.m. Mountain Time ("MT") on December 6, 2024 and ends at 2:00 p.m. MT on April 7, 2025 (the "Entry Period"). Sponsor's computer is the official timekeeping device for the Sweepstakes.
- **4. HOW TO ENTER.** There is only one (1) way to enter the Sweepstakes, which is online: during the Entry Period, visit Sponsor's Sweepstakes website located at <a href="https://www.steamboat.com/boatload">www.steamboat.com/boatload</a> and follow the links and instructions for online entry. Completely fill out the online entry form and submit it in accordance with the on-screen instructions.

LIMIT: One (1) entry per person or address (physical or email) in the Sweepstakes. You must complete all required information on the submitted entry form to be eligible to enter to win a prize. All entries, regardless of method of entry, must be received by Sponsor during the Entry Period and are subject to the applicable Monthly Drawing cutoff periods as set forth in section 6.a. below. Any attempt by any participant to obtain additional entries beyond the limit by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Submitting mass entries or entries generated by a script, macro or use of automated devices is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, void, unintelligible, or misdirected entries, which will be disqualified. Multiple participants are not permitted to share the same email address. In the event of a dispute as to an entrant's entry, the natural person who is the authorized account holder of the email address used to enter will be deemed to be the entrant, but only if that person is otherwise eligible to enter the Sweepstakes. The "authorized account holder" is the natural person assigned to an email address by an Internet service provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address. Each potential winner may be required to show proof of being the authorized account holder. If a dispute cannot be resolved to Sponsor's satisfaction, the winning entrant may be deemed ineligible. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of submission will not be deemed 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, 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 Sweepstakes partners. Entrants will cooperate with Sponsor and its representatives in connection with any and all verification and background check activities, including, without limitation, by executing and

delivering to Sponsor by the time indicated by Sponsor any verification and background check authorization forms required by Sponsor.

- 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 winners, and the awarding of the prizes), which are final and binding in all respects.
- 6. MONTHLY PRIZE DRAWINGS; GRAND PRIZE DRAWING; ODDS; NOTIFICATION.
- a. MONTHLY DRAWINGS DATES AND CUTOFF TIMES; GRAND PRIZE DRAWING DATE: There are four (4) monthly prize drawings in the Sweepstakes; one (1) for each of December 2024 and January, February and March 2025 (each a "Monthly Drawing"). There is also one (1) Grand Prize drawing in the Sweepstakes (the "Grand Prize Drawing"). For each Monthly Drawing, there is a corresponding entry submission cutoff date and time, which is 11:59 p.m. MT on each of December 31, 2024, January 31, 2025, February 28, 2025, and March 31, 2025, as applicable. All eligible entries in the Sweepstakes received by Sponsor through the applicable Monthly Drawing cutoff date/time (including all non-winning eligible entries in this Sweepstakes received during the Entry Period prior to such cutoff date/time) will constitute the pool of entries for the applicable Monthly Drawing. A Monthly Drawing will occur on or about forty-eight (48) hours after the applicable Monthly Drawing cutoff date/time and the potential winner will be announced at approximately the same time. All eligible entries in the Sweepstakes received by Sponsor for the entire Entry Period (including prior winning eligible entries in the Monthly Drawings) will constitute the pool of entries for the Grand Prize Drawing. The Grand Prize Drawing will occur on or about seven (7) days after April 7, 2025 and the potential winner will be announced at approximately the same time. Winners of a Monthly Drawing prize will not be eligible to win an additional Monthly Drawing prize, but will be eligible for the Grand Prize Drawing.
- b. MONTHLY DRAWINGS; GRAND PRIZE DRAWING; ODDS: At each of the Monthly Drawings, Sponsor will randomly select one (1) potential winner from among the applicable pool of eligible entries. At the Grand Prize Drawing, Sponsor will randomly select one (1) potential Grand Prize winner. The aggregate number of potential prize winners in the Sweepstakes from all of the drawings in the Sweepstakes is five (5). Odds of winning a prize depend on the number of eligible entries received by Sponsor in the Sweepstakes. A selected entrant must comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements.
- **NOTIFICATION:** A potential winner will be notified by phone, mail, courier, and/or email. The potential winner will 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 (collectively, an "Affidavit/Release") in the form(s) provided by Sponsor in order to claim his/her prize, provided however, that Sponsor in its sole discretion may determine not to require and Affidavit/Release from certain Monthly Prize winners. 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 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 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 described above; provided, however, Sponsor may alter the above timing to meet its Sweepstakes schedule and due to such schedule and the travel nature of some prizes, Sponsor may be unable to award an applicable prize in this Sweepstakes. 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 Sweepstakes or any prize without the express prior written permission of Sponsor.
- 7. **PRIZES.** Subject to the terms and conditions of these Official Rules, five (5) prizes will be awarded in this Sweepstakes, consisting of four (4) Monthly Prizes and one (1) Grand Prize. The aggregate approximate retail value ("**ARV**") of all prizes to be awarded in the Sweepstakes is \$5,845 USD. Prizes actually awarded may vary from any

displayed or pictured prizes in any promotional or advertising materials. LIMIT: One (1) prize per person or household, except that a Monthly Drawing winner may also win the Grand Prize.

The December Monthly Drawing Prize consists of and is limited to one (1) custom Steamboat sweater, beanie and fanny pack, The North Face fleece and bag and two pairs of Smartwool socks (model, style, color and size as determined by Sponsor and subject to availability). The ARV of the December Monthly Drawing Prize is \$450 USD.

The January Monthly Drawing Prize consists of and is limited to one (1) custom Steamboat sweater, beanie and fanny pack, GoPro Camera and accessories kit (model, style, color and size as determined by Sponsor and subject to availability). The ARV of the January Monthly Drawing Prize is \$550 USD.

The February Monthly Drawing Prize consists of and is limited to one (1) custom Steamboat sweater, beanie and fanny pack and custom Smith Goggles and Dakine Gloves (model, style, color and size as determined by Sponsor and subject to availability). The ARV of the February Monthly Drawing Prize is \$425 USD.

The March Monthly Drawing Prizes consists of and is limited to custom Steamboat sweater, beanie and fanny pack and one Yeti cooler and two Yeti drinkware, (in each case model, style, color and size as determined by Sponsor and subject to availability). The ARV of the March Monthly Drawing Prize is \$550 USD.

The Grand Prize consists of a Steamboat vacation for two (2) people during the 2025-26 ski season at the Steamboat Ski Resort and is limited to the following: (a) four (4) nights lodging for two (2) people at the Steamboat Grand or other luxury property (dates and room as determined by Sponsor in its sole discretion and subject to availability), (b) two (2) lift tickets valid for four (4) days consecutive skiing at Steamboat Ski Resort during the 2025-26 ski season (dates as determined by Sponsor in its sole discretion; lift tickets subject to the terms, conditions, limitations and restrictions thereof), (c) half day skiing with a Steamboat Olympian (subject to availability; date, time and location as determined by Sponsor in its sole discretion), (d) complimentary demo ski or snowboard equipment rentals (skis, boots, poles, helmets) (rentals subject to the standard terms, conditions, restrictions and limitations of Sponsor), and (e) Steamboat swag package including custom Steamboat hoodie, beanie and fanny pack. The ARV of the Grand Prize is \$3,870.

## The Steamboat vacation Grand Prize is subject to the following additional requirements and restrictions:

Actual ARV depends on lodging 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. Winner and winner's guest(s) must travel on the same itinerary and on dates and at times specified by Sponsor. The Grand Prize must be booked through Sponsor, and must be booked no later than August 30, 2024. All Grand Prize activities (including, without limitation, travel and lodging) must be taken and completed by April 10, 2025. All reservations are subject to availability and blackout dates. All costs and expenses not specified herein, related to the Grand Prize or the use thereof, including but not limited to airfare, transportation or additional transportation costs, lodging or additional lodging, meals, beverages, lodge/hotel amenities (unless expressly stated as part of the Grand 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 Grand Prize are the sole responsibility of the winner. Winner's companions 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. Each of winner's companions 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 Grand 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. The Grand 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 Grand 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 Grand Prize, in which case no consideration will be awarded.

<u>For all prizes</u>: Each prize is nontransferable, nonassignable, nonnegotiable, and not redeemable for cash or credit. Prize must be accepted as awarded. Each 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 RISKS 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 a 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 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, attribution, notice, review 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 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, 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 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 any website 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.
- RELEASE. By entering, each entrant forever and irrevocably releases and holds harmless Sponsor and its 10. parents, subsidiaries and affiliates, and 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 "Releasees") from and against all losses, claims, damages, liabilities, costs or expenses (collectively, "Losses"), 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, by participating in any activities at the Steamboat Ski Resort). 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 Sweepstakes (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. LIMITATION 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, 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, including the Application; (c) the unavailability or inaccessibility of any website or service including the Application; (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 viewing, playing or downloading any material from Sponsor's website(s) or the Application, 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 or the Application by a hypertext link.
- 12. **DISPUTES.** Each entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or 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 Routt 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 provide personal information to Sponsor when they enter the Sweepstakes. Sponsor collects this information and uses it to (a) administer this Sweepstakes and (b) for market research and other marketing purposes. Sponsor may share this information with third parties who need access to this information to perform services on Sponsor's behalf. 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 <a href="https://www.alterramtnco.com/privacy-policy/">https://www.alterramtnco.com/privacy-policy/</a>. In the event of any conflict between the Privacy Policy and these Official Rules, these Official Rules shall govern.
- **14. OFFICIAL RULES.** These Official Rules are available at the Sweepstakes website located atwww.steamboat.com/Boatload at Sponsor's Facebook Fan Page at <a href="https://www.facebook.com/steamboatresort">www.facebook.com/steamboatresort</a>, at the Sweepstakes section of the Fan Page or by sending a self-addressed postage-stamped envelope to "Boatload Sweepstakes 2024 Rules Request," c/o Steamboat Ski & Resort Corporation, 2305 Mt. Werner Circle, Steamboat Springs, Colorado 80487 Attn: Traci Allen. Vermont residents may omit return postage.
- **15. WINNERS' LIST.** To request a list of the Sweepstakes winners, send a self-addressed postage-stamped envelope to "Boatload Sweepstakes 2024 Winners List Request," c/o Steamboat Ski & Resort Corporation, 2305 Mt. Werner Circle, Steamboat Springs, Colorado 80487 Attn: Traci Allen. Requests must be received by June 13, 2025.