

**STOWE MOUNTAIN RESORT 2021/22 85<sup>TH</sup> ANNIVERSARY #STOWEHERITAGE SOCIAL  
MEDIA PHOTO CONTEST  
OFFICIAL RULES**

**NO PURCHASE NECESSARY.** NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN THIS CONTEST. PURCHASE WILL NOT IMPROVE CHANCES OF WINNING.

**1. ELIGIBILITY.** The Stowe Mountain Resort 21/22 85<sup>th</sup> Anniversary #Stoweheritage Social Media Photo Contest (the “Contest”) is only open to legal U.S. residents of the fifty (50) United States and Washington D.C., 18 years or older, who were not or are not in the employment of Vail Resorts, Inc or any of their respective affiliates, or subsidiaries (collectively, “Vail Resorts”), advertising, promotion and other coordinating agencies involved in this promotion or the household members or immediate family members (spouses, parents, step-parents, children, step-children, siblings) of any of the above. If a winner is under the age of majority in his or her state, the winner must have a parent or guardian accept their prize. Void outside the fifty United States and where prohibited by law.

**2. TIMING.** The Contest begins at 12:00 p.m. Eastern Standard Time (“EST”) on Monday, January 3 and ends at 12:00 p.m. EST on Monday, April 4 (the “Entry Period”).

**3. HOW TO ENTER.**

**a. TO ENTER ON FACEBOOK:** Based on the instructions given in the initial post: Share a historical photo from Stowe with the hashtag #StoweHeritage

**b. TO ENTER ON INSTAGRAM:** Based on the instructions given in the initial post: Share a historical photo from Stowe with the hashtag #StoweHeritage

**c. TO ENTER ON TWITTER:** Based on the instructions given in the initial post: Share a historical photo from Stowe with the hashtag #StoweHeritage

**d. FOR ALL ENTRIES:** All entries become the exclusive property of Sponsor and none will be acknowledged or returned. 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 entrants and winners, and the awarding of prizes), which are final and binding in all respects. No responsibility is assumed for lost, late, incomplete, stolen, misdirected posts or illegible entries; or for any computer, telephone, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, availability or garbled, corrupt or jumbled transmissions, service provider/Internet/web site/use net or phone accessibility or availability, traffic congestion, any technical error, or unauthorized human intervention, or the incorrect or inaccurate capture of entry or other information, or the failure to capture any such information. Any attempt by any person to obtain more than one entry by using multiple/different names, e-mail accounts, addresses or any other methods shall void all of that person's entries and that person shall be disqualified.

**4. EVENT SPONSOR.** This Contest is sponsored by Vail Resorts, Inc (“Sponsor”) located at 390 Interlocken Crescent, Suite 1000, Broomfield, Colorado 80021. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter or Instagram. You understand that you are providing your information to Sponsor and not to Facebook, Twitter or Instagram. The information you provide will only be used for administration of the Contest.

**5. PRIZE; APPROXIMATE RETAIL VALUE**

**PRIZE:**

**#StoweHeritage photo contest**

- Tier 1: (5-10 winners)
  - Helly Hansen / Stowe Embroidered Backpack

**Approximate Retail Value:**

Approximately \$100 per backpack

*Prize must be redeemed between 12/13/21 and 4/4/21 or winner forfeits all rights to prize. Blackout dates and other restrictions apply. See below for detailed restrictions.*

**6. SELECTION; ODDS OF WINNING.** A winner of all eligible entrants will be selected on or about every Friday from 1/7/21 until 3/25/21. Number of winners will vary by week based on the individual posts. Odds of winning the Prizes in the Contest are dependent upon the quality of eligible entries received. The Tier 1 winners shall be selected by Vail Resorts. Vail Resorts shall have sole and final decision over all matters related to the Contest. No cash or credit redemption, assignment, transfer or substitution of any prize or portion thereof is permitted; however, Vail Resorts reserves the right to substitute a prize of equal or greater value should the prize stated become unavailable for any reason.

**7. NOTIFICATION OF WINNER.** Winners shall be notified by submission social channel within 7 days of selection. Winners will be required to contact Stowe Mountain Resort within 48 hours of notification at [StoweMtResort@vailresorts.com](mailto:StoweMtResort@vailresorts.com) and reference the contest in the subject line.

**8. GENERAL CONDITIONS.** Winner of Grand Prize may be required to complete, execute and return a Prize Acceptance Affidavit, a Release of Liability, Hold-Harmless and Indemnity Agreement, and where lawful, a Publicity Release within 30 days of notification. Failure to return documents timely, or if prize notification or prize is returned as non-deliverable, or if winner is found to be ineligible or not in compliance with these Official Rules, disqualification will result and an alternate winner will be selected.

**9. PUBLICITY.** By accepting the prize, where permitted by law, winner grants to Vail Resorts and those acting pursuant to a grant of authority by Vail Resorts the unfettered right of publicity, including but not limited to the right to use and publish winner's name, picture, voice and likeness for advertising, trade and promotional purposes without additional consideration, worldwide and on the world wide web, without notification, review or approval. Vail Resorts reserves the right, at its sole discretion, to disqualify any individual it finds: (1) to be tampering with the entry process or the operation of the sweepstakes or web site; to be acting in violation of the Official Rules; (2) to be acting in violation of the terms of the web site, or (3) to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

**10. RELEASE; ASSUMPTION OF RISK.** In consideration for entering the Contest, each entrant agrees to ASSUME ALL RISKS associated with acceptance, possession, use or misuse of the prize, participation in any Contest related activity, or participation in the Contest and agrees to hold harmless, release, defend and indemnify Vail Resorts, Inc., The Vail Corporation, its subsidiaries and affiliates, including but not limited to the subsidiaries that operate the Vail, Beaver Creek, Keystone and Breckenridge resorts, the United States Forest Service, and their respective agents, employees, representatives, assignees, directors, officers, partners and shareholders (each hereinafter a "Released Party") from all liabilities, litigation and/or claims for injury or death to persons or damage to property arising from acceptance, possession, use or misuse of the prize, participation in any Contest related activity, or participation in the Contest and/or entrant's engagement in the activities hereunder, including those injuries and damages caused by a party's alleged or actual: 1) negligence or 2) breach of any express or implied warranty.

**11. ARBITRATION/CHOICE OF LAW.** Except where prohibited, entrants agree that (1) any and all disputes, claims, and causes of action arising out of or connected with this Contest, or any prize awarded, or the determination of the winner shall be resolved individually, without resort to any form of class action, and exclusively by binding arbitration, and (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest but in no event attorneys' fees; and (3) 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. In consideration of entering the Contest, ALL ENTRANTS CONTRACTUALLY AGREE that ANY AND ALL CLAIMS for damages, injury and/or death regarding an alleged incident, including but not limited to all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Vail Resorts in connection with the Contest, shall be GOVERNED BY COLORADO LAW and EXCLUSIVE JURISDICTION shall be in the District Court for the State of Colorado or in Federal Court for the State of Colorado.

**ABBREVIATED RULES [For use only with promotional materials.]**

NO PURCHASE NECESSARY. Contest subject in all respects to the complete Official Rules available at <http://www.wilmotmountain.com>. Contest is open only to legal residents of the fifty (50) United States or the District of Columbia who are at least eighteen (18) years of age at the time of entry.