

# Snowbird Ski and Summer Resort

## OFFICIAL RULES

### FATHER'S DAY GIVEAWAY

- 1. NO PURCHASE NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**
- 2. SPONSOR:** Snowbird Ski and Summer Resort, Highway 210, Little Cottonwood Canyon, Snowbird UT 84092 ("Sponsor"). Although the sweepstakes ("Sweepstakes") is administered through a Twitter interface, Twitter is not affiliated with this promotion and does not endorse or sponsor this promotion in any way.
- 3. ADMINISTRATOR:** Snowbird Ski and Summer Resort, Highway 210, Little Cottonwood Canyon, Snowbird UT 84092-9000 ("Administrator").
- 4. ELIGIBILITY:** This Sweepstakes is open to legal residents in of the United States, twenty one (21) years of age or older, and have Internet access. The Sweepstakes is subject to all applicable federal, state and local laws. Employees of Snowbird Ski and Summer Resort and their respective parent companies, affiliated companies, subsidiaries and any of their agents, advertising, promotional and other agencies, and the immediate families (parents, siblings, children and spouse) and persons living in the same household (whether related or not) of such employees/directors/officers are not eligible to enter the Sweepstakes or win a prize.
- 5. HOW TO ENTER:** This Sweepstakes begins at 2 p.m. Mountain Standard Time ("MST") on June 9, 2014, and ends at 3 p.m. MST on June 13, 2014 according to Administrator's time clock. Winners will be announced at 4 p.m. on June 13, 2014. To enter this Sweepstakes, you must answer @Snowbird' question with #SnowbirdSummer. Only one Entry per person is allowed during the Sweepstakes Period. All Entries must be received during the Sweepstakes Period as determined by the computer time on Sponsor's server. Any attempt by a participant to obtain more than the allowable Entries by using multiple/different e-mail addresses or Twitter accounts or any other online methods will void all of that participant's entries.
- 6.** By entering, entrants agree to comply with these Official Rules including all eligibility requirements. Sponsor reserves the right to verify eligibility of all entrants. Illegible and/or incomplete Entries and Entries submitted by

entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. Sponsor, Administrator and their agents are not responsible for lost, late, or misdirected Entries, for technical, hardware or software failures of any kind, for lost or unavailable network connections, or for failed, incomplete, garbled or delayed computer transmissions or any human error which may occur in the receipt or processing of the Entries. Proof of entering information at website does not constitute proof of delivery or receipt. Sponsor reserves the right to modify the scheduling of the Sweepstakes without prior notification. Use of computer programs, macro, programmed, robotic, automatic and other similar means to enter the Sweepstakes is prohibited and may result in the disqualification of Entries and/or the entrant. In the event of a dispute regarding the identity of the person submitting an Entry, the Entry will be deemed to be submitted by the person in whose name the e-mail account is registered on the date the Entry is submitted. All Entries become the sole property of the Sponsor and will not be acknowledged or returned.

- 7. WINNER SELECTION AND NOTIFICATION:** All winners are potential winners until their status has been verified ("Potential Winners"). Grand Prize Winner will be notified in a post after the entry period. The winner will then be required to respond to Snowbird Ski and Summer Resort to claim the prize. Each Potential Winner must respond by within seven (7) calendar days of the date of the Prize Notification (the "Deadline"). If any Potential Winner does not respond to the Prize Notification by the Deadline, such Potential Winner will be disqualified and an alternate Potential Winner (for each unclaimed Prize) will be selected from all remaining eligible entries received for the original drawing. Potential Grand Prize winners must claim prize by Friday, June 20 at 4 p.m. MST in order to redeem the Mother's Day Brunch portion of their prize. NOTE: The Father's Day BBQ is Sunday, June 15. Potential Grand Prize winner must claim prize by Saturday, June 14 at 8 p.m. in order to claim the Father's Day BBQ voucher part of their prize.

- 8. PRIZES:** Only the prizes listed below will be awarded in this Sweepstakes:

One (1) Grand Prize Winner will receive: a summer getaway for 2 to Snowbird, Utah for one night of lodging at The Cliff Lodge (expires 11/1/2014); one (1) voucher for a Father's Day BBQ on the Plaza Deck (Valid 06/15/14); two (2) All-Day Summer Activities Passes (valid through 2014 summer season).

Ten (10) winners will receive two (2) free Summer All-Day Activities Passes (valid through 2014 summer season).

All winners are responsible for any and all local, state and/or federal taxes, as well as any other costs and expenses associated with acceptance and use of a prize not specified herein as being provided. All prize details are at Sponsor's sole discretion. All prizes awarded are subject to verification of eligibility and compliance with these Official Rules.

- 9. PRIZE CONDITIONS:** Selection and specifics of all Prizes will be determined at the Sponsor's sole discretion. All Prizes are subject to availability. Winners are not entitled to any surplus between the actual retail value of his/her Prize and its stated ARV; and any difference between the stated ARV and actual value of the Prize will not be awarded. No cash redemption or prize substitution allowed, except by the Sponsor, who reserves the right in its sole discretion to substitute cash value or another prize it believes is of equal or greater value. All prizes are non-transferable. Odds of winning depend on the number of eligible Entries received during the Sweepstakes Period. All Prizes are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied (including without limitation, any implied warranty of merchantability or fitness for a particular purpose). Acceptance, participation in and/or use of the Prizes are at the Winners' sole risk and Sponsor and Administrator are not responsible for damages whatsoever, including special, indirect, or consequential damages, arising out of or in connection with the use and/or misuse of any of the Prizes. Sponsor and Administrator reserve the right to verify eligibility of all Winners. Prizes will be awarded by email, U.S. Mail, Federal Express, UPS and/or other shipping method, in Sponsor's and/or its Prize suppliers' sole discretion, using the information provided in the Sweepstakes Entry.
- 10. GENERAL CONDITIONS:** By participating in this Sweepstakes and/or by accepting a Prize, participants agree: (a) to be bound by these Official Rules, the decisions of the Sponsor, Administrator and/or their designees, and the Privacy Policies of Snowbird.com <http://www.snowbird.com/privacy/> (b) to release and hold harmless Sponsor and Administrator and their respective parent companies, affiliates and subsidiaries, together with their respective employees, directors, officers, licensees, licensors, shareholders, attorneys and agents including, without limitation, their respective advertising and promotion entities and any person or entity associated with the production, judging or administration of the Sweepstakes (collectively, the "Released Parties"), from any and all claims, demands, damages, losses, liabilities, costs or expenses caused by, arising out of, in connection with, or related to their participation in the Sweepstakes and/or their participation in any prize-related activities (including, without limitation, any property loss, damage, personal injury or death caused to any person(s) and/or the awarding,

receipt and/or use or misuse of any Prize or participation in any Prize-related activities); and (c) to be contacted by Sponsor and/or Administrator via e-mail. By accepting a Prize, each Winner consents to the use of his/her name and/or likeness (voice, biographical information, city and state of residence, statements, photograph, recordings, and any information available on their Twitter page) for advertising and promotional purposes (including Snowbird Ski and Summer Resort's Twitter page without additional compensation, except where prohibited by law). Sponsor reserves the right to make changes or additions to these Official Rules and/or extend the dates of this Sweepstakes for any reason at any time. Sponsor's and/or Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

- 11. RELEASE.** All decisions of Sponsor and Administrator are final and binding; and entrants agree to waive any right to claim ambiguity in the Sweepstakes or these Official Rules, except where prohibited by law. By accepting a Prize, each Winner agrees to release the Released Parties from any and all liability, loss or damage arising from or in connection with awarding, receipt and/or use or misuse of Prize or participation in any Prize-related activities. Sponsor reserves the right to use the Sweepstakes for publicity purposes in any media, and to use the name, likeness, and hometown name and/or Prize information of selected entrants as part of that publicity, without any compensation or prior review unless prohibited by law. Any such use with respect to minors shall be subject to prior approval of parent or legal guardian. Taxes, if any, are the sole responsibility of selected entrants, and selected entrants who are U.S. residents may be issued an IRS Form 1099 for the ARV of any awarded Prize. This Sweepstakes is void outside the continental US, Alaska and Hawaii, and where prohibited or restricted by law, and subject to applicable federal, state, and local laws. Sponsor reserves the right to disqualify any entrant it finds to be tampering with the entry process or the operation of the Sweepstakes or violating these Official Rules. The Released Parties shall not be liable for: (i) late, lost, delayed, stolen, misdirected, postage-due, incomplete unreadable, inaccurate, garbled or unintelligible entries, communications or affidavits, regardless of the method of transmission; (ii) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) any injuries, losses or damages of any kind caused by the Prize or resulting from acceptance, possession or use of a Prize, or from participation in the Sweepstakes, including any alleged NEGLIGENCE of any of the Released Parties; or (v) any printing, typographical, administrative or technological errors in any materials associated with the

Sweepstakes. Sponsor and Administrator disclaim any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with this Sweepstakes, and reserve the right, in their sole discretion, to cancel, modify or suspend the Sweepstakes should a virus, bug, computer problem, unauthorized intervention or other causes beyond Sponsor's and/or Administrator's control, corrupt the administration, security or proper play of the Sweepstakes. Sponsor and/or Administrator may prohibit an Entrant from participating in the Sweepstakes or winning Prize if, in its sole discretion, it determines such Entrant is attempting to undermine the legitimate operation of the Sweepstakes in any way by cheating, hacking, deception, or any other unfair playing practices of intending to annoy, abuse, threaten or harass any other players or representatives of Sponsor and/or Administrator. Use of any automated system to participate is strictly prohibited and will result in disqualification.

- 12. DISPUTES:** Each entrant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with this Sweepstakes, or any Prizes awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court in Salt Lake City, Utah; (2) 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 (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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant, the Sponsor and the Administrator in connection with this Sweepstakes shall be governed by, and construed in accordance with the laws of the State of Utah, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Utah or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than those of the State of Utah.

**WINNER'S LIST/OFFICIAL RULES:** To obtain the names of the winners, send a self-addressed stamped envelope to: Snowbird Ski and Summer Resort, Highway 210, Little Cottonwood Canyon, Snowbird UT 84092

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