

Alterra Mountain Company
Ikon™ Pass/“Shred for Sustainability 2020-2021” Contest
Official Rules

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

1. SPONSOR. The Ikon™ Pass “Shred for Sustainability 2020-2021” Contest (the “**Contest**”) is sponsored by Alterra Mountain Company, 3501 Wazee Street, Suite 400, Denver, Colorado 80216 (“**Sponsor**” or in Canada, “**Contest Organizer**”). None of Ikon Pass, Inc., American Forests, nor Ikon Pass resorts, including but not limited to, Alta Ski Lifts Company; Aspen Skiing Company, L.L.C.; Banff Ski School Limited; Big Sky Resort, LLC; Blue Mountain Resorts Limited Partnership; Boyne USA, Inc.; Brighton Resort, LLC; Canadian Mountain Holidays Limited Partnership; Crystal Mountain, Inc.; Deer Valley Resort Company, LLC; Dundee Resort Development, LLC; Eldora Enterprises, LLC; Intrawest/Winter Park Operations Corporation; Jackson Hole Mountain Resort Corporation; Killington/Pico Ski Resort Partners, LLC; Mammoth Mountain Ski Area, LLC; Mt. Bachelor LLC; Powdr – Copper Mountain, LLC; Red Resort Limited Partnership; Revelstoke Mountain Resort Ltd.; Snowbird Resort, LLC; Snowshoe Mountain, Inc.; Snow Summit, LLC; Solitude Mountain Ski Area, LLC; Squaw Valley Ski Holdings, LLC; Steamboat Ski & Resort Corporation; Sugarbush Mountain Resort Inc.; Taos Ski Valley, Inc.; The Stratton Corporation; and Windham Mountain Partners, LLC (the “**Resorts**”) is a sponsor or administrator of the Contest, the Contest is in no way endorsed by any of them and they shall have no responsibility or liability with respect to the Contest.

2. ENTRY PERIOD. The Entry Period shall begin at approximately 8:30 a.m. Mountain Time (“**MT**”) on Thursday, October 1, 2020 and shall end at 5:00 p.m. MT on Sunday, April 11, 2021 or the date of the last day of the Ikon™ Pass 2020-2021 winter season, whichever occurs first (the “**Entry Period**”). Sponsor’s computer is the official timekeeper for the Contest. **Entries received other than during the Entry Period, and duplicate entries, will be determined ineligible and will be discarded.**

3. ELIGIBILITY. The Contest is only open to entrants who, as of the date of entry, are legal residents of the fifty (50) United States and the District of Columbia and Canada (excluding Quebec) (the “**Territory**”) and are at least eighteen (18) years of age or older and who have reached the age of majority in the state or province in which they reside. The Contest is void outside of the Territory or where prohibited or restricted by law. Employees, officers and directors of Sponsor, the Resorts, the Ikon Pass resorts which are not participating in this Contest, and each of 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 or 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 United States and the District of Columbia and Canada, and entrants must be present in the United States or District of Columbia or Canada at the time they enter.

4. HOW TO ENTER.

There are two (2) ways to enter the Contest:

a. TO ENTER VIA IKON™ PASS APP: You must download the Ikon™ Pass App (the “**App**”) from the iTunes store or Google Play store and track your ski/snowboard performance each time you visit any of the following forty-five (45) mountains (each individually a “**Participating Mountain**” and collectively, the “**Participating Mountains**”) located at North American Ikon™ Pass destinations (each individually an “**Ikon Pass Destination**” and collectively, the “**Ikon Pass Destinations**”) to gain and track

vertical feet skied/snowboarded: Squaw Valley, Alpine Meadows, June Mountain, Mammoth Mountain, Big Bear, Snow Summit, Crystal Mountain, The Summit at Snoqualmie, Alpental, Mt. Bachelor, Steamboat, Aspen Highlands, Aspen Mountain, Buttermilk, Snowmass, Winter Park Resort, Copper Mountain, Arapahoe Basin Ski Area, Eldora Mountain Resort, Big Sky Resort, Jackson Hole Mountain Resort, Taos Ski Valley, Deer Valley Resort, Solitude Mountain Resort, Brighton, Alta, Snowbird, Boyne Highlands, Boyne Mountain, Stratton, Killington, Pico, Sugarbush Resort, Snowshoe Mountain, Sunday River, Sugarloaf, Loon Mountain, Windham Mountain, Lake Louise, Mt. Norquay, Sunshine Village, Revelstoke Mountain Resort, CMH Heli-Skiing, Cypress Mountain, and Red Mountain.

Ski/snowboard activity must take place at a Participating Mountain during the Entry Period and performance tracking must be enabled in the App. **The App is currently only available for download in the U.S. and the Live Map & Tracking feature is only active at North American Ikon Pass Destinations.** If you are in the top ten (10) positions on the leaderboard of a Participating Mountain in the App at the close of the Entry Period, you will automatically receive one (1) entry in the Contest for the Drawing (as defined below) for the applicable Participating Mountain. **LIMIT: One (1) entry per person (regardless of method of entry, achieving a top ten position on more than one Participating Mountain's leaderboard, or any amount of vertical feet skied/snowboarded after entry) in the Contest.** In the unlikely event that an entrant achieves a top ten (10) position on the leaderboard of more than one (1) Participating Mountain, then Sponsor shall select which Participating Mountain's Drawing to enter the entry into at its sole discretion. You must complete all required information on the App login page to be eligible to enter to win a prize.

b. TO ENTER VIA MAIL-IN ENTRY: During the Entry Period, on a postcard (no smaller than 3 ½ x 5 inches and no larger than 4 ¼ x 6 inches), handwrite your complete name, mailing address, phone number and age and mail with sufficient postage to: "Ikon™ Pass Shred for Sustainability 2020-2021 Contest", c/o Alterra Mountain Company, 3501 Wazee Street, Suite 400, Denver, Colorado 80216 Attn: Shred for Sustainability. All mail-in entries must be original (no photocopies or other reproductions) and must be received during the Entry Period. All postcards must be mailed individually. Entrants whom enter the Contest via mail-in entry will be entered into the Drawing for the Participating Mountain which is located nearest to the location of the mailing address provided on the entry postcard. If more than one Participating Mountain is located the same distance from entrant's mailing address, or if more than one Participating Mountain is located at the same Ikon Pass Destination, then Sponsor shall select which Participating Mountain's Drawing to enter the mail-in entry into at its sole discretion.

c. FOR ALL ENTRIES: All entries must be received by Sponsor during the Entry Period. Any attempt by any participant to obtain additional entries beyond the limit by using multiple/different physical mailing addresses, 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. 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 Contest. 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 ski/snowboard performance and 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 the prize, as are the eligibility, age and other claims of/information provided by a potential prize winner.

5. 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 entrants and the winner, and the awarding of the prize), which are final and binding in all respects. Entrants and winner must comply with all terms and conditions of these Official Rules, and participation and winning is contingent upon fulfilling all requirements.

6. PRIZE DRAWING; ODDS; NOTIFICATION.

a. PRIZE DRAWING: There will be forty-five (45) separate prize drawings in the Contest, one for each Participating Mountain (each individually a “**Drawing**” and collectively, the “**Drawings**”). All eligible entries in the Contest received by Sponsor during the Entry Period for a Participating Mountain will constitute the pool of entries for the prize Drawing for that Participating Mountain. The prize Drawings will occur on or about the day following the end of the Entry Period and the potential winners will be announced at approximately the same time.

b. ODDS: Sponsor will randomly select four hundred fifty (450) potential prize winners (ten (10) potential prize winners per Drawing) by using the software designed for this purpose on the Sponsor’s computer. Odds of winning a prize depend on the number of eligible entries received by Sponsor in the Contest for the applicable Drawing. A selected entrant must comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements.

c. NOTIFICATION: The potential winners will be notified by email. The potential winners selected must comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements set forth herein. Each potential winner will be required to execute and return to Sponsor a Declaration of Eligibility, a Liability Release, 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 is a resident of Canada, he/she will also first be required to correctly answer, without assistance of any kind whatsoever mechanical or otherwise, a mathematical skill-testing question in no more than five (5) minutes, the test to be administered by telephone, in order to be eligible to win the prize. 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 who is a Canadian resident fails to correctly answer the skill testing question in the manner prescribed, or if a potential winner fails to return the Declaration and Release with 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 the Contest. 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 Contest schedule.

7. PRIZE; PRIZE REDEMPTION. Subject to the terms and conditions of these Official Rules, four hundred fifty (450) prizes will be awarded in this Contest. Each prize consists of and is limited to: a donation of fifty (50) trees by Sponsor on behalf of winner to be planted in winner’s name at a North American Ikon Pass Destination community selected by Sponsor, a tribute to winner on Sponsor’s Lifted blog, an invitation to participate in a tree planting event (subject to availability in winner’s local area), and a commemorative patch (each individually a “**prize**” and collectively the “**prizes**”). The approximate retail value (“**ARV**”) of each prize is \$55.00-\$60.00 USD. The total ARV of all prizes to be awarded in this Contest is \$24,750.00 -\$27,000.00 USD. Sponsor will make arrangements with the winners to claim their prize. Prize is nontransferable, nonassignable, nonnegotiable, and not redeemable for cash or credit. 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 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 the 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 federal, state and local taxes on the prize. If applicable, winner will be issued an IRS Form 1099 (or Canadian equivalent) for the actual retail value of the prize. Winner waives the right to assert as a cost of winning the 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 the prize, in which case, no consideration will be awarded.

8. PUBLICITY. Except where prohibited by law, acceptance of the prize 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 and state or province 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. 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 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 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 (but does not have the obligation) in its sole discretion to award prize 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 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 this Contest may be 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 entering, each entrant forever and irrevocably releases and holds harmless Sponsor, Ikon Pass, Inc., American Forests, the Resorts, and each of their parents, subsidiaries and affiliates, and their respective agents, advertising and promotion agencies, affiliates, Contest partners and prize suppliers, and all of their respective employees, officers, directors, shareholders and agents (collectively, the "Released Parties") from and against all claims, damages or liabilities arising in whole or in part, directly or indirectly, from entrant's participation and/or entry in the Contest and/or entrant's award, receipt or use of any prize awarded in the Contest.

11. LIMITATIONS 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; (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 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.

12. DISPUTES. Each entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Contest or the prize awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in state or federal courts located in Denver, 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 in connection with entering this Contest but in no event legal or 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 costs, 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. PRIVACY. By entering the Contest, entrants consent to the collection, use and disclosure of their personal information for the purpose of administering the Contest and in accordance with Sponsor's privacy policy (available at: <https://www.alterramtnco.com/privacy-policy/>).

14. OFFICIAL RULES. These Official Rules are available by sending a self-addressed postage-stamped envelope to "Ikon™ Pass Shred for Sustainability 2020-2021" Contest – Rules Request" c/o Alterra Mountain Company, 3501 Wazee Street, Suite 400, Denver, Colorado 80216, Attn: Shred for Sustainability. Vermont residents may omit return postage.

15. WINNER'S LIST. To request a list of the Contest winners, send a self-addressed postage-stamped envelope to "Ikon™ Pass Shred for Sustainability 2020-2021" Contest – Rules Request" c/o Alterra Mountain Company, 3501 Wazee Street, Suite 400, Denver, Colorado 80216, Attn: Shred for Sustainability. Requests must be received by June 11, 2021.