

**Steamboat Ski & Resort Corporation**  
**“Find the Marmot” Contest**  
**Official Rules**

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

**1. SPONSOR.** The Steamboat “Find the Marmot” Contest (the “Contest”) is sponsored by Steamboat Ski & Resort Corporation (“Sponsor”) which may be contacted at 2305 Mt. Werner Circle, Steamboat Springs, CO 80487. Neither Marmot Mountain, LLC nor Facebook are sponsors or administrators of the Contest, the Contest is in no way endorsed or administered by either of them, and neither of them shall have any responsibility or liability with respect to the Contest.

**2. THEME.** Marmot stuffed animal toys will be hidden at various locations (and varying terrain) throughout the mountain. Sponsor will then post photos of the hidden marmot stuffed animal toys, along with clues, on Sponsor’s Facebook page. Each marmot stuffed animal toy will contain a prize coupon directing the finder to redeem it at the Welcome Center located in Gondola Square by the end of the Entry Period.

**3. ENTRY PERIOD.** The Entry Period shall begin at approximately 9:00 a.m. Mountain Time (“MT”) on Monday, April 1, 2019 and shall end at 5:00p.m. MT on Tuesday, April 2, 2019 (the “Entry Period”). Sponsor’s computer is the official timekeeper for the Contest.

**4. ELIGIBILITY.** The Contest is only open to entrants who, as of the entry date, are legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old or have parental consent to participate. The Contest is void outside the fifty (50) United States and the District of Columbia. Employees, officers and directors of Sponsor and Marmot Mountain, LLC 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 win prizes. 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 entrants must be present in the United States or the District of Columbia at the time they enter.

**5. HOW TO ENTER.**

- a. There is one (1) way to enter the Contest. Entrants must visit Steamboat Ski Resort during the Entry Period and participate in the Find the Marmot Contest. The Find the Marmot Contest is a clue driven scavenger hunt designed to promote exploration of Steamboat Ski Resort. Photos accompanied by text containing clues to the locations of the five (5) marmot stuffed animal toys containing coupons for a Prize (as defined below) will be posted by Steamboat Resort to Facebook at 9:00 a.m. Entrants must then locate the marmot stuffed animal toys based on the clues provided and take the prize coupon to the Welcome Center located in Gondola Square by no later than 4:30 p.m. on April 2, 2019 to collect the Prize.
- b. **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. **PURCHASE OF A LIFT TICKET OR SEASON PASS IS NOT REQUIRED TO ENTER THE CONTEST BUT IS REQUIRED TO ACCESS THE LIFTS AT STEAMBOAT RESORT.**
- c. 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.

**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 eligibility of winners, and the

awarding of prizes), 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, a total of five (5) Prizes will be awarded. Each Prize consists of and is limited to a Marmot Gift Card (the "Prize"). The Total Approximate Retail Value ("ARV") of each Prize will be US \$50. The Total ARV of all prizes to be awarded in this Contest is \$250.

b. 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, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. Prize is nontransferable, nonassignable, nonnegotiable, and not redeemable for cash or credit. 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. PRIZE REDEMPTION; NOTIFICATION.**

- a. Potential prize winners who redeem prize coupons at the Welcome Center located in Gondola Square by 5:00 p.m. on April 2, 2019 will be awarded with the Prize.
- b. Prizes are limited to one (1) per person, regardless of how many marmot stuffed animal toys an entrant locates.
- c. Potential winners must comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. If a potential winner is found to be ineligible, or if a potential winner does not comply with the Official Rules, then the potential winner may be disqualified. 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.

**9. PUBLICITY.** Except where prohibited by law, participation in the Contest constitutes entrants' and winner's consent for Sponsor and its designees 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.

**10. 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 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.

**11. RELEASE.** By participating in the Contest, each entrant forever and irrevocably RELEASES, DISCHARGES, INDEMNIFIES AND HOLDS HARMLESS, Sponsor, Marmot Mountain, LLC and their 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, Facebook, 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 Steamboat Ski Resort), and/or the entrant's receipt or use of any 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 Steamboat Ski Resort). 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 11, shall be binding upon each entrant, and his/her successors, assignees, subrogors, insurers, heirs, next of kin, executors, representatives, and legal and personal representatives.

**12. 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 or postage due entries or entry materials 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.

**13. 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 Grand 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.

**14. OFFICIAL RULES.** These Official Rules are available at [---CONTEST URL---]or by sending a self-addressed stamped envelope to “Find the Marmot - Rules Request”, c/o Steamboat Ski & Resort Corporation, 2305 Mt. Werner Circle, Steamboat Springs, Colorado 80487, Attn: Maren Franciosi. Vermont residents may omit return postage.

**15. WINNERS’ LIST.** To request a list of the Contest winners, send a self-addressed postage-stamped envelope to “Find the Marmot – Winner List Request”, c/o Steamboat Ski & Resort Corporation, 2305 Mt. Werner Circle, Steamboat Springs, Colorado 80487, Attn: Maren Franciosi. Requests must be received by May 31, 2019.