

**SIERRA-AT-TAHOE
OFFICIAL SOCIAL MEDIA CONTEST RULES**

NO PURCHASE IS NECESSARY TO ENTER OR WIN A CONTEST. NO PURCHASE OF ANY GOOD OR SERVICE WILL INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. AS A CONDITION TO ENTER THIS CONTEST, YOU WILL BE REQUIRED TO ASSIGN SOME OF YOUR RIGHTS IN YOUR ENTRY TO THE SPONSOR. PLEASE READ THE ENTRY REQUIREMENTS BELOW FOR DETAILS. INDIVIDUALS WHO PARTICIPATE IN THE CONTEST OR SUBMIT AN ENTRY ARE SOMETIMES REFERRED HEREIN AS AN "ENTRANT."

1. **SPONSOR:** The Sierra-at-Tahoe LLC, and their respective parents, subsidiaries, affiliates, owners, managers, officers, and employees ("Sponsor") may from time to time conduct various contests on one or more social media platforms, including without limitation, Twitter, Facebook, Instagram and/or Snapchat (the "Site(s)") at any time in its sole discretion (individually and collectively, the "Contest"). The address at which the Sponsor may be contacted is Sierra-at-Tahoe, 1111 Sierra at Tahoe Road, Twin Bridges, CA, 95735; ph: 530.659.7453.
2. **PERIOD:** Contest periods for each individual Contest will be posted on the applicable Site(s).
3. **ELIGIBILITY:** Contests is only open to entrants who, as of the entry date, are permanent legal residents of the United States and the District of Columbia who are at least eighteen (18) years old. The Sweepstakes is void outside the United States and the District of Columbia and where prohibited or restricted by law. Employees, agents, officers, directors, members, managers, and owners of a Contest Entity, and each of their immediate family members (spouse, parents, legal guardian, siblings, and children) and those individuals living in their same household are not eligible to enter or win. You are not eligible for a Contest if you won a previous Contest in the thirty (30) days prior.
4. **HOW TO ENTER:** Method of entry will vary from Contest to Contest as determined by the Sponsor; refer to the instructions as posted on the applicable Site(s) for each individual Contest. Unless otherwise stated in the individual Contest's applicable social media site(s), you are limited to one (1) entry per household regardless of method of entry. If more than one entry is submitted by a single household, only the first such entry submitted will be accepted. Any attempt by an Entrant to obtain more than the allowable entries by using multiple/different e-mail address, identities or any other methods will void all of that Entrant's entries. 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 residence) are void. The Contest Entities are not responsible for lost, late, ineligible, damaged or misdirected entries, or any typographical, transmitting error or other errors in the entries, printing of the offer, administration of the Contest, the announcement of the Prize, or 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. Incomplete entries will be considered void. Proof of entering information on the applicable social media platform and/or Site does not constitute proof of delivery or receipt. Sponsor reserves the right to modify the scheduling of the Contest without prior notification, and the right to make changes or additions to these Official Rules for any reason at any time. 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 social media account is registered on the date the entry is submitted.

Sponsor and the Contest Entities will have the right to edit, adapt, publish and otherwise exploit any or all of the entries, including images and videos containing Entrant, and may use them in any media now or hereafter known or devised throughout the universe in perpetuity for any purpose without attribution or compensation to the Entrant, his/her successors or assigns, or any other entity.

FOR GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, SUBMITTING AN ENTRY IN A CONTEST CONSTITUTES ENTRANT'S IRREVOCABLE ASSIGNMENT, CONVEYANCE, AND TRANSFERENCE TO SPONSOR OF ALL RIGHT, TITLE, AND INTEREST IN THE SUBMISSION, INCLUDING, WITHOUT LIMITATION, ALL COPYRIGHTS. FURTHER, ENTRANT RELEASES, INDEMNIFIES AND HOLD SPONSOR AND THE CONTEST ENTITIES HARMLESS FROM ANY AND ALL LIABILITY IN CONNECTION WITH THE ENTRY SUBMITTED.

By submitting an entry, you warrant and represent that (i) your entry is 100% original to and created solely by you and that the entry does not incorporate any material owned by any third party, (ii) you have the full and exclusive right and authority necessary to submit the entry in the Contest and to grant the rights granted herein without permission from or payment to any third party, and (iii) that use of the entry as described herein or in any other manner by Sponsor and/or the Contest Entities will not violate any law or infringe upon the copyright, trademark, privacy, publicity or any other rights of, or defame or constitute a slander of, any third party. If, in the opinion of the Sponsor, the entry violates any law or infringes upon the rights of any third party, the Sponsor may disqualify the entry.

5. WINNER SELECTION AND NOTIFICATION:

Unless otherwise stated on the applicable Site(s) for an individual Contest, Sponsor will pick the winner at random. The Contest Entrant with the winning entry shall be deemed the winner (the "Potential Winner") based on the Judging Criteria by Sponsor or its designee, the judges of the Contest, whose decisions are final and binding on all matters relating to the Contest. Entries that are deemed by the Sponsor to be immoral, obscene, profane, lewd, or not in keeping with Sponsor's image or in violation of

these Official Rules may be disqualified. An Entrant must comply with all terms and conditions of these Official Rules, and winning a Prize is contingent upon fulfilling all requirements.

The Potential Winner will be notified by Sponsor in accordance with the manner described on the applicable Site(s) for an individual Contest. If the Potential Winner does not respond to the prize notification indicated by the deadline and/or in the manner described on the applicable Site(s) for an individual Contest, he/she will be disqualified and an alternate winner will be selected by the judges based on the Judging Criteria ("Alternate Potential Winner"). Sponsor shall repeat the winner selection procedures set forth in this section until a qualified winner has been selected. All Prizes must be redeemed by the winner within the specified time period and specified location described on each individual Contest's applicable Site(s) and failure to do so may result in forfeiture of the Prize in its entirety. If a winner is determined to be ineligible, Sponsor may, in its sole and absolute discretion, give the Prize to the Alternate Potential Winner.

The odds of winning a Contest depend on the total number of eligible entries received.

6. **PRIZE(S):** Prizes will vary from Contest to Contest as determined by the Sponsor; refer to each individual Contest's applicable Site(s) for specific Prize descriptions and conditions. No cash or other substitution, assignment or transfer of any Prizes permitted, except by Sponsor, who reserves the right to substitute Prize or prize component with cash or another prize of comparable or greater value. All prizes subject to availability. 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 Prize is at the winner's sole risk and Sponsor is not responsible for any damages whatsoever including special, indirect, or consequential damages, arising out of or in connection with the use and/or misuse of any Prize accepted by a winner. All federal, state, and local tax liabilities are the sole responsibility of the winner.

7. **PUBLICITY/PRIVACY POLICY:** Except where prohibited by law, each winner's entry and acceptance of a Prize constitutes the winner's irrevocable, sub-licensable, absolute right and permission for the Contest Entities to use, publish, post or display that winner's name, photograph, likeness, statements, biographical information, voice, city and state address, prize information, any quotes attributable to him or her and any other indicia of persona (regardless of whether altered, changed, modified, edited, used alone, or used with other material in the Contest Entities' sole discretion) for advertising, trade, promotional and publicity purposes on a worldwide basis, and in all forms of media whether now known or later developed or discovered, in perpetuity, without further authorization, opportunity to review, approval, notification, or compensation of any kind and each Entrant releases all Contest Entities from any and all liability related thereto. Nothing contained in these Official Rules obligates the Contest Entities to make use of any of the rights granted herein and winner waives any right to inspect or approve any such use.

In order to participate in the Contest, Entrants may be required to supply certain information about themselves on the applicable social media site(s) for an individual Contest. Sponsor will specify which information is mandatory in order to participate in the Contest. This information will be used by Sponsor for the purposes of administering the Contest, and may be shared with other Contest Entities. The personal information will be collected, processed and used in accordance with Sponsor's Privacy Policy. Sponsor's privacy policy can be found at <https://www.sierraatah.com/privacy-policy/>.

8. **NO ENDORSEMENT:** By participating in a Contest, Entrant acknowledges that the Contest is in no way sponsored, endorsed or administered by, or associated with, the applicable Site(s) where the applicable Contest is posted.

9. **GENERAL CONDITIONS:** By entering a Contest, each Entrant acknowledges and agrees to be bound by these Official Rules, any applicable Site rules or obligations, and all applicable laws, as well as the decisions of Sponsor, which are final and binding in all respects. Sponsor reserves the right to cancel or modify the Contest if fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity of the Contest, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the Prizes at random from among the eligible entries received up to the time of the 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 law, and, should such an attempt be made, Sponsor reserves the right to seek damages 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. WINNERS AND ENTRANTS RELEASE, DISCHARGE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS, THE SPONSOR, CONTEST ENTITIES, APPLICABLE SITE(S) AND THEIR RESPECTIVE MANAGERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS AND REPRESENTATIVES FROM AND AGAINST ANY LIABILITY FOR ANY DAMAGES, INJURY OR LOSSES, TO ANY PERSON (INCLUDING DEATH), OR PROPERTY, OF ANY KIND RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY FROM ACCEPTANCE, POSSESSION, MISUSE OR USE OF ANY PRIZE OR PARTICIPATION IN ANY CONTEST RELATED ACTIVITY OR PARTICIPATION IN THIS CONTEST.

10. **RELEASE/LIMITS OF LIABILITY:** By entering a Contest, each Entrant agrees to release and hold harmless, the Contest Entities and each applicable Site from and against any losses, damages, rights, claim or cause of action of any kind arising, in whole or in part, directly or indirectly, out of participation in the Contest or resulting directly or indirectly, from acceptance, possession, use, or misuse of any Prize awarded in connection with the Contest, including without limitation personal injury, death, and/or property damage, as well as claims based on publicity rights, defamation, and/or invasion of privacy. IN NO EVENT WILL THE CONTEST ENTITIES OR ANY APPLICABLE SITE BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR

PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE WEBSITE LOCATED AT WWW.SIERRAATTAHOE.COM OR THE SITES OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM THE WEBSITE OR ANY OTHER WEBSITE OR SITE ASSOCIATED WITH A CONTEST. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE WEBSITE OR SPONSOR'S SOCIAL MEDIA PLATFORMS AND/OR THE SITES IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON- INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

By entering a Contest, the Entrant agrees to the following statement: I expressly understand that Section 1542 of the Civil Code of California provides substantially as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." The provisions of this Section 1542 of the Civil Code of California and any similar law of any state, territory, or other jurisdiction are hereby expressly waived.

11. **DISPUTES:** Except where prohibited, as a condition of participating in a Contest, each Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with the Contest or any Prize awarded shall be resolved individually, without resort to any form of class action, and brought exclusively in the appropriate state or federal court located in the State of California, and each Entrant accepts and submits to the personal jurisdiction of these courts with respect to any disputes, claims, causes of action, legal actions, suits or proceedings arising out of or related to a Contest; (ii) any and all claims, judgments and awards on behalf of Entrant shall be limited to actual out-of-pocket costs incurred, if any, but in no event attorneys' fees, and in no event to exceed two hundred fifty dollars (\$250.00); (iii) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses not to exceed two hundred fifty dollars (\$250.00), and any and all rights to have damages multiplied or otherwise increased; and (iv) the Contest and any dispute arising under or related thereto (whether for breach of contract, tortious conduct or otherwise) will be governed by the internal laws of the State of California without giving effect to its conflicts of law or choice of law principles or rules that would cause the application of any other state's laws.

12. COPY OF OFFICIAL RULES/WINNER'S LIST:

For a copy of these Official Rules visit www.sierraatahove.com/contestrules and print out these pages or send a legal-size, self-addressed, stamped envelope to: Sierra-at-Tahoe, 1111 Sierra at Tahoe Road, Twin Bridges, CA, 95735, prior to the end of the Contest.

To find out who won, send a legal-size, self-addressed, stamped envelope to: Marketing, Sierra-at-Tahoe, 1111 Sierra at Tahoe Road, Twin Bridges, CA, 95735. Requests must be received no later than three (3) months following the end of the Contest.

Only one (1) request of either type per outer envelope, mailed separately, will be fulfilled.

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