

Blue Mountain Resorts LP

“I Do at Blue 2022” Contest

Official Rules

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

- 1. CONTEST ORGANIZER.** The “I Do at Blue 2022” Contest (the “**Contest**”) is sponsored by Blue Mountain Resorts LP (“**Contest Organizer**”) and the address at which Contest Organizer may be contacted is Blue Mountain Resorts LP, 190 Gord Canning Drive, Blue Mountains, Ontario L9Y 1C2.
- 2. ENTRY PERIOD.** The Entry Period begins at 9:00 a.m. Eastern Time (“**ET**”) on Tuesday, June 28, 2022 and ends at 12:00 p.m. ET on Thursday, July 28, 2022 (the “**Entry Period**”). Contest Organizer’s computer is the official timekeeper for the Contest.
- 3. ELIGIBILITY.** The Contest is only open to Canadian citizens who are permanent legal residents of the Province of Ontario, Canada, are 21 years of age or older, and are engaged to be married as of the date of entry. **BOTH ENTRANT AND ENTRANT’S FIANCÉ MUST BE 21 YEARS OF AGE OR OLDER AND ENTRANT MUST HAVE THEIR FIANCÉ’S PERMISSION TO PARTICIPATE IN THIS CONTEST. ENTRANT WILL BE REQUIRED TO PROVIDE PROOF OF SUCH PERMISSION UPON CONTEST ORGANIZER’S REQUEST.** Non-Canadian citizens, residents of Canadian provinces other than Ontario, and employees, officers and directors of Contest Organizer and its parents, subsidiaries, affiliates, divisions, advertising and promotion agencies, and the immediate families (defined as parents, 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 enter.
- 4. HOW TO ENTER.** There is only one (1) way to enter the Contest: During the Entry Period, visit the Contest Website at <https://www.bluemountain.ca/IDoAtBlue> (the “**Contest Website**”) and: (a) fill out the entry form (including contact information and date of birth); (b) in the designated section of the entry form, write an original paragraph in 50-250 words that describes you and your fiancé’s love story; (c) upload a photograph of you and your fiancé together (no persons other than you and your fiancé may appear in the photograph) to be used on Contest Organizer’s social media sites in the event you are selected as a winner (**Note:** you must obtain prior express permission from your fiancé to submit your fiancé’s photograph); and (d) submit the entry form (each, an “**Entry**” and collectively, “**Entries**”). An entrant must be the rightful owner (or have authorized use) of the email address identified with entrant’s Entry. Other information on entering the Contest is available at the Contest Website. **ELIGIBLE ENTRANTS MUST ENTER IN ACCORDANCE WITH THESE OFFICIAL RULES. NO OTHER METHOD OF ENTRY WILL BE ACCEPTED.**
- 5. FOR ALL ENTRIES. LIMIT: one (1) Entry per couple during the Entry Period.** You must complete and submit all required information to be eligible to enter to win the prize. All Entries must be received by Contest Organizer during the Entry Period. Contest Organizer is not responsible for lost, late, incomplete, invalid, void, unintelligible, or misdirected Entries, which will be disqualified. 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. The potential winner may be required to show proof of being the authorized account holder. If a dispute cannot be resolved to Contest Organizer’s satisfaction, the winning entrant may be deemed ineligible. All Entries become the exclusive property of Contest Organizer and none will be acknowledged or returned. Proof of submission will not be deemed proof of receipt of Entry by Contest Organizer. All entrants, their fiancés and Entries are subject to verification prior to the awarding of the prize, as are the eligibility, age and other claims or/information provided by a potential prize winner. Contest Organizer reserves the right to conduct a background check on any or all entrants and their fiancés, and Contest Organizer reserves the right to disqualify any individual based on such background check if Contest Organizer determines in its sole discretion that awarding a prize to any such individual might reflect

negatively on Contest Organizer or any of its Contest partners. Entrants and their fiancés will cooperate with Contest Organizer and its representatives in connection with any and all verification activities, including, without limitation, by executing and delivering to Contest Organizer by the time indicated by Contest Organizer any verification forms required by Contest Organizer.

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 Contest Organizer and the Contest judging panel (including, without limitation, decisions regarding eligibility of entries and entrants and their fiancés, the selection of a 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.

7. JUDGING; SELECTION; NOTIFICATION.

a. Eligible Entries received by Contest Organizer during the Entry Period will be judged by a judging panel appointed by Contest Organizer which will judge and score the Entries in accordance with the following judging criteria (“**Judging Criteria**”): originality and creativity (50%), and overall appeal (50%). The judges will be comprised of individuals who are experienced in marketing, advertising and hospitality. Judges will be individuals selected by Contest Organizer and may also be employees or agents of Contest Organizer, or its affiliates, or advertising and promotion agencies. Subject to these Official Rules, one (1) eligible couple will be selected by the judge(s) to be the potential winner of the Prize. The judging will take place between 1:00p.m. and 5:00 p.m. EST on July 28, 2022. THE WINNER WILL BE DETERMINED SOLELY AND EXCLUSIVELY BY THE JUDGING PANEL BASED ON THE JUDGING CRITERIA.

b. The potential winning couple will be announced on or about 10:00 a.m. EST on July 29, 2022. The potential winner and potential winner’s fiancé must comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. A potential winner will be notified via phone or email. In order to claim the prize, the potential winner and potential winner’s fiancé will each be required to execute and return to Contest Organizer (a) a signed Declaration of Eligibility, a Release of Liability and, except where prohibited by law, a Publicity Release (a “**Declaration and Release**”), (b) a signed Photo/Video License & Release (the “**Photo/Video License & Release**”), and (c) any other form(s) required by Contest Organizer, all in the form(s) provided by Contest Organizer. The Declaration and Release, the Photo/Video License & Release, and any other forms must be returned to Contest Organizer by the date and/or time indicated within each such document. 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 and/or potential winner’s fiancé fails to return the Declaration and Release, the Photo/Video License & Release, or other forms within the specified time, or if a potential winner or his/her Entry is found to be ineligible, or if a potential winner and/or potential winner’s fiancé does not comply with the Official Rules, then such potential winner may be disqualified and an alternate potential winner selected by the judge(s), or one of them, in his/her place, from the remaining eligible Entrants. In such event, an alternate potential winner will be notified by Contest Organizer as described above and will be required to return the required documents to Contest Organizer as described above; however, Contest Organizer, in its sole discretion, may adjust the above process, timing and delivery requirements to accommodate Contest Organizer’s Contest schedule, and due to such process, schedule and timing, Contest Organizer may be unable to award the applicable prize and a potential alternate winner may not be named. Contest Organizer is not responsible for the failure of a potential winner to receive Contest Organizer’s notification or the required documents for any reason, or for the inability of such potential winner and/or potential winner’s fiancé to return the required documents for any reason. The winner and winner’s fiancé agree that they will not conduct or participate in any media interview regarding this Contest or any prize without the express prior written permission of Contest Organizer.

8. PRIZE.

a. Subject to the terms and conditions of these Official Rules, one (1) prize will be awarded in this Contest. The prize will consist of and be limited to a wedding package for winner, winner’s fiancé and

up to forty-eight (48) guests on September 16, 2022 at Blue Mountain Resort in Blue Mountains, Ontario (the “Prize”). The Prize includes the following:

- Mountaintop wedding venue at Off-Piste, or such other location at Blue Mountain Resort as may be selected by Contest Organizer on account of unavailability, inclement weather, or for any other reason, in Contest Organizer’s sole discretion
- Three (3) nights’ accommodations in a one (1)-bedroom suite in Blue Mountain Village for winner and winner’s fiancé
- Wedding officiant provided by Mountainside Ministries (<https://www.mountainsideministries.ca>)
- Wedding reception food and beverages for winner, winner’s fiancé, and up to forty-eight (48) guests
- DJ entertainment
- Wedding décor
- Photography and video services
- Shuttle service to the wedding venue for the bridal party

All elements and services of the Prize shall be determined by Contest Organizer in its sole and absolute discretion.

Note: Gratuity and taxes are not included with any of the services listed above and are the sole responsibility of the winner and winner’s fiancé.

TRAVEL TO AND FROM BLUE MOUNTAIN RESORT IS NOT INCLUDED IN THE PRIZE. The approximate retail value (“ARV”) of the Prize is \$30,000.00 CDN. Actual retail value depends on the rates of lodging and services at the time of booking; if actual retail value is less than the stated ARV in these Official Rules, the difference will not be awarded in cash or consideration.

The prize is subject to the following additional requirements and restrictions: Winner and winner’s fiancé must agree to get married at Blue Mountain Resort on September 16, 2022 at the time and the venue specified by Contest Organizer or the Prize will be forfeited in its entirety and Contest Organizer shall have no further obligations to winner and winner’s fiancé with respect thereto. **The wedding and related events must take place on September 16, 2022. Except as set forth herein, no change of date will be permitted. Winner and winner’s fiancé are solely responsible for obtaining any marriage license required to get married in the Province of Ontario, Canada and will be required to provide such license to Contest Organizer upon request.** Winner will be responsible for transportation to and from Blue Mountain Resort and accommodations prior to and following the Prize. Winner’s guests will be responsible for booking and paying for their own travel arrangements, including accommodations. Arrangements are all subject to space availability. Each of winner, winner’s fiancé and winner’s guests will be responsible for all costs, expenses and incidentals that are not specifically stated as being included in the Prize, including but not limited to, airfare, ground transportation, accommodations before and following the trip, personal items, food, alcohol purchases, massages, Blue Mountain shop purchases, gratuities, taxes, and insurance. Each of winner’s guests must, as of the date of travel, be nineteen (19) years of age or older; provided, that a guest under nineteen (19) years old may attend the Prize events, if accompanied by such minor’s parent or legal guardian. Winner, winner’s fiancé and each of their guests is responsible for ensuring that he/she has any and all required travel documentation and identification, including passports and visas as applicable, and to ensure that such travel documentation or identification is valid prior to and for the entire duration of travel, and to comply with any customs and immigration requirements. Except where prohibited by law, each of winner’s guests must also execute and deliver to Contest Organizer a notarized Declaration and Release and a signed Photo/Video License & Release in the form(s) provided by Contest Organizer by the date indicated for return on the document(s) prior to travel booking and travel documents being issued as a condition to booking or use of any component of the Prize; which documents must also be executed by the accompanying parent or legal guardian for any minor guest on behalf of such parent or legal guardian and on behalf of the minor guest. Use of the Prize is subject to weather, safety and other similar limitations and restrictions which may be affected by many factors, including but not limited to, the COVID-19 pandemic or other epidemic or pandemic, travel advisories, public health or government order, or any other event or occurrence, as

determined by Contest Organizer in its sole discretion, which may result in limitation of Prize and/or which may limit or prohibit Blue Mountain Resort from conducting its operations. In the event of any such impacts on the use of the Prize, Contest Organizer reserves the right change the date of the wedding at its sole discretion. It is recommended that winner, winner's fiancé and each of their guests obtain sufficient personal travel insurance prior to departure. Contest Organizer will not replace lost or stolen travel documents. If winner and/or winner's fiancé decide not to travel due to reasons other than the foregoing, or if winner and winner's fiancé break off their engagement for any reason prior to the wedding date, Contest Organizer reserves the right to cancel the wedding, the Prize will be forfeited in its entirety, no alternative prize will be awarded, no credit or reimbursement will be awarded, and Contest Organizer will have no further obligation to the winner, winner's fiancé or their guests. Winner's, winner's fiancé's and their guests' attendance of each Prize event is subject to all Contest Organizer policies, rules and regulations including, without limitation, any security and conduct policies and health and safety policies and assessments. Contest Organizer and its representatives reserves the right to remove or to deny entry to any person who, in Contest Organizer's or its representative's sole discretion, engages in an unsportsmanlike or disruptive manner or engages in any objectionable behavior of any kind.

b. Prize is nontransferable, nonassignable, nonnegotiable, and not redeemable for cash or credit, except as otherwise provided in these Official Rules. The Prize must be accepted as awarded. To the fullest extent permitted by applicable law, the Prize is awarded "AS IS" with no warranty, condition, representation, or guarantee, express or implied, in fact or in law, made by Contest Organizer or for which Contest Organizer shall be liable, including, without limitation, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE AND EACH OF WINNER, WINNER'S FIANCÉ AND THEIR GUESTS ASSUMES ANY AND ALL RISK OF USING THE PRIZE INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE OR DEATH. No prize substitutions, except by Contest Organizer, 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 Contest Organizer in its sole discretion. Unused components of the Prize shall be forfeited and have no redeemable cash value. Winner winner's fiancé and each of their guests is solely and fully responsible for any and all costs, fees, taxes, assessments and expenses associated with prize awarded, redemption, receipt and use not specified in the Prize description above, including without limitation, all international, federal, provincial and local taxes on the Prize. Winner, winner's fiancé and each of their guests 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.

c. Without limiting the generality of Section 9 below, except where prohibited by law, winner's and winner's fiancé's acceptance of the Prize constitutes winner's and winner's fiancé's consent for Contest Organizer to use, in whole or in part, all photos and videos taken in connection with the Prize for advertising and marketing purposes in any manner or media (including, without limitation, on the Internet), worldwide, in perpetuity, and without further notice, payment, attribution, consideration or consent. **All photos and videos taken in connection with the Prize shall be owned by Contest Organizer and each of winner, winner's fiancé, and their guests will be required (except where prohibited by law) to execute the Photo/Video License & Release described in Section 7.b. as a precondition of attending the Prize events.** If winner and/or winner's fiancé fail to execute the Photo/Video License & Release, then the Prize shall be forfeited in its entirety, no alternative prize will be awarded, no credit or reimbursement will be awarded, and Contest Organizer will have no further obligation to winner and winner's fiancé. Winner will be solely responsible for collecting the Photo/Video License & Release from their guests and any guest that fails to execute the Photo/Video License & Release will not be permitted to attend any Prize event.

9. PUBLICITY. Except where prohibited by law, participation in the Contest constitutes entrants' and winner's consent for Contest Organizer to use an entrant's or winner's name, biography, likeness, voice, Entry, 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. Contest Organizer reserves the right to require entrants to complete, execute and deliver to Contest Organizer additional documents at any time as required, in the forms provided, and within the timeframe required by Contest Organizer, or the entrant and participants may be disqualified. Contest Organizer reserves the right, in its sole discretion, to terminate, modify or suspend the Contest if, in Contest Organizer'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 Contest Organizer's reasonable control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest. In such event, Contest Organizer reserves the right in its sole discretion (but does not have any obligation) to award the Prize to a winner from the remaining eligible non-winning Entries. Contest Organizer 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, Contest Organizer reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Contest Organizer'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, Contest Organizer, Blue Mountain Resorts GP Inc., Intrawest ULC dba Alterra Mountain Company Canada, and their respective 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, 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 Entries and/or participation in the Contest (including, without limitation, by participating in any activities at Blue Mountain Resort), and/or the entrant's and entrant's guests' 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 the Blue Mountain 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. Contest Organizer is not responsible for: (a) incorrect or inaccurate transcription of an Entry or Entry material 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 from viewing, playing, uploading or downloading any material to or from Contest Organizer's website or the Contest Website, regardless of whether the material was prepared by Contest Organizer or a third party, and regardless of whether the material is connected to Contest Website by a hypertext link.

13. DISPUTES. Each entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Contest, or any prizes awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in the Province of Ontario; entrant submits to sole and

exclusive personal jurisdiction to said courts in the Province of Ontario 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 Contest Organizer in connection with the Contest shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the Federal laws of Canada, without giving effect to any choice of law or conflict of law rules or provisions, which would cause the application of the laws of any jurisdiction other than the Province of Ontario.

14. PRIVACY/DATA COLLECTION. By entering the Contest, entrants consent to the collection, use and disclosure of their personal information solely for the purposes of administering the Contest and in accordance with Contest Organizer's privacy policy (available at: <https://www.alterramtnco.com/privacy-policy/>).

15. COVID-19. An inherent risk of exposure to COVID-19 exists in any public place. COVID-19 is an extremely contagious disease that can lead to severe illness and death, especially for senior citizens and individuals with underlying medical conditions. By visiting Blue Mountain Resort and attending the Prize events, each of winner, winner's fiancé and their guests voluntarily assumes all risks related to exposure to COVID-19.