

BLUE MOUNTAIN RESORTS LP
"Blue Mountain App Ski You on the Slopes 2022 Contest"
OFFICIAL RULES

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

1. CONTEST ORGANIZER: The "Blue Mountain App Ski You on the Slopes 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. None of Blue Mountain Village, the City of Collingwood, Town of the Blue Mountains, GoPro, Bruce Grey Simcoe, the Government of Ontario (the "**Event Participants**") nor Ikon Pass, Inc. are 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. Contest Organizer is offering the Contest in conjunction with Opening Day taking place from 9:00am Eastern Standard Time ("**EST**") to 9:00pm EST on December 15, 2022 (the "**Event**").

2. ELIGIBILITY: The Contest is only open to entrants who, as of the date of entry, are: legal residents of Canada (excluding residents of the Province of Quebec) who have reached the age of majority in the province in which they reside. Entrants must also have internet access in order to enter. This Contest is void outside of eligible territories (including in Quebec). Employees of Contest Organizer, Alterra Mountain Company Canada, Event Participants, and each of their respective affiliates, sponsors, advertising and promotion agencies and members of the immediate family (parent, child, sibling and spouses) and of the household in which all such persons are domiciled are not eligible to enter. The Contest is subject to all applicable federal, provincial and local laws and regulations.

3. TIMING: The entry period for the Contest shall take place during the Event and shall begin when Blue Mountain Resort lifts open to guests at approximately 9:00am ET and will end at 9:00pm ET (the "**Entry Period**"). Contest Organizer'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.**

4. HOW TO ENTER. There are two (2) ways to enter the Contest:

a. **TO ENTER VIA BLUE MOUNTAIN APP:** Prior to or during the Entry Period, visit <https://www.bluemountain.ca/mountain/opening-day> (the "**Contest Website**") and do the following: (a) fill out the Contest entry form to register as an entrant, (b) go to the Apple App Store located at either [App Store - Apple](#) or the Google Play App Store located at [Android Apps on Google Play](#) and download the Blue Mountain App (the "**Blue Mountain App**"), (c) create an account on the Blue Mountain App, and (d) use the Blue Mountain App to track skiing or snowboarding during the Entry Period on Opening Day. When all required steps of the entry process are complete, you will automatically be eligible to earn one (1) entry in the Contest. Usage of the Blue Mountain App is free and can be obtained by downloading the Blue Mountain App and following the onscreen instructions to register for and open an account. An entrant must be the rightful owner (or have authorized use) of the email address identified with the participant's Blue Mountain App account and your profile on the Blue Mountain App must be discoverable. Other information on entering the Contest is available at the Contest Website. **PURCHASE OF A LIFT TICKET OR SEASON PASS IS NOT REQUIRED TO ENTER THE CONTEST BUT IS REQUIRED TO ACCESS THE LIFTS AT BLUE MOUNTAIN RESORT.**

b. **TO ENTER VIA THE FREE ALTERNATIVE METHOD OF ENTRY:** During the Entry Period, visit the Contest Website and: (a) fill out the Contest entry form, (b) in the designated section of the entry form, write an essay using 1000 words or more on why you love Opening Day at Blue Mountain, and (c) submit the entry form to socialmedia@bluemountain.ca. When all required steps of the entry process are complete, you will automatically be eligible to earn one (1) entry in the Contest.

c. **FOR ALL ENTRIES. LIMIT: One (1) entry per person and per email address during the Entry Period.** In the event of a dispute as to the identity of an online entrant, the authorized account

holder of the email address used to enter will be deemed to be the entrant. A potential winner may be required to show proof of being the authorized account holder. 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. All entries will be deemed to have been made by the authorized account holder of the submitted email address. Submitting mass entries or entries generated by a script, macro or use of automated devices is prohibited and will result in disqualification. Contest Organizer will not be responsible for incomplete, lost, late, misdirected or illegible registration or failure to receive entry. Any entry that does not comply with any aspect of these Official Rules, as determined by Contest Organizer in its sole discretion, may be rejected by Contest Organizer and the entrant disqualified. Proof of submission will not be deemed proof of receipt of entry by Contest Organizer. All entrants and entries are subject to verification prior to the awarding of a prize, as are the eligibility, age and other claims of/information provided by a potential prize winner. Any entries attempted through the use of agencies or robotic, repetitive, automatic, programmed or similar methods will be void. Wireless carrier's data rates may apply if an entrant enters the Contest using a mobile device. All entries become the exclusive property of Contest Organizer and none will be acknowledged or returned. Entrants will cooperate with Contest Organizer and its representatives in connection with any and all verification activities. All entries that are incomplete, illegible, damaged, irregular, have been submitted through illicit means, or do not conform to or satisfy any condition of the Official Rules (defined below) may be disqualified by Contest Organizer.

5. AGREEMENT TO OFFICIAL RULES AND DECISIONS: The Contest will be run in accordance with these Official Rules, subject to amendment by Contest Organizer (the **"Official Rules"**). Entrants must comply with the Official Rules and will be deemed to have received and understood the Official Rules by participating in the Contest. The terms of the Contest, as set out in the Official Rules, are not subject to amendment or counter-offer, except as set out herein. Contest Organizer's decisions with respect to the Contest (including, without limitation, decisions regarding eligibility of entries, the selection of entrants and winners, and awarding of the Prize) are final and binding. If any provisions of the Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

6. PRIZE DRAWING; ODDS; AWARDING OF PRIZE; PRIZE REDEMPTION: On or around 8:55am EST on Monday, December 19, 2022, Contest Organizer will randomly select one (1) entrant from all qualified entries received by Contest Organizer during the Entry Period. The odds of winning the Prize depend on the number of eligible entries received during the Entry Period. The potential winner selected must comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements set forth herein. The potential winner will be announced on Contest Organizer's social media channels by 12:00pm EST on Monday, December 19, 2022 and notified by email. Contest Organizer will make arrangements with winner to claim the Prize. Potential winner will first be required to execute and return to Contest Organizer a Declaration of Eligibility, a Release of Liability, and, except where prohibited by law, a Publicity Release (a **"Declaration and Release"**) in the form(s) provided by Contest Organizer in order to claim his/her prize. The Declaration and Release must be returned to Contest Organizer by the date and/or time indicated within the Declaration and Release. A potential winner 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 fails to correctly answer the skill testing question in the manner prescribed, or if a potential winner fails to return the Declaration and Release within 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 Contest Organizer 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 Contest Organizer in his/her place at random from among all eligible non-winning entries received by Contest Organizer for the Contest. In such event, an alternate potential prize winner will be notified by email and will be required to return the required documents to Contest Organizer as described above; provided, however, Contest Organizer may alter the above timing to meet its Contest schedule.

7. PRIZE: Subject to the terms and conditions of these Official Rules, one (1) prize will be awarded in this Contest. The prize consists of and is limited to: a GoPro Hero 10 (the **"Prize"**). The approximate retail value (**"ARV"**) of the Prize is \$700 CAD.

Prize is non-transferable, non-assignable, nonnegotiable, and not redeemable for cash or credit, except as otherwise provided in these Official Rules. 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 Contest Organizer or for which Contest Organizer 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 Contest Organizer, who reserves the right (but has no obligation) to substitute a 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 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 international, federal, provincial, and local taxes on the Prize. Winner waives the right to assert as a cost of winning a prize any and all costs of verification and redemption. Non-compliance with any of the foregoing and any other condition of this Contest may result in disqualification and forfeiture of Prize, in which case, no consideration will be awarded.

8. PUBLICITY: Except where prohibited by law, acceptance of a prize constitutes a winner's consent to Contest Organizer's (and its successors' and assigns') use of a winner's name, biography, likeness, voice, photographs, video, opinions, statements, hometown and 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. 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 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 (but does not have the obligation) in its sole discretion to award Prize at random. 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 undermine the legitimate operation of this 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.

10. RELEASE: By entering the Contest, each entrant forever and irrevocably releases and holds harmless Contest Organizer, Blue Mountain Resorts GP Inc., Intrawest ULC dba Alterra Mountain Company Canada, the Event Participants and their respective subsidiaries and affiliates, and each of their respective directors, officers, employees, representatives, shareholders, successors-in-interest, and agents (collectively, the "**Released Parties**") from any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Contest or with the acceptance, possession, or use of any prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light). Entrant also agrees to fully indemnify the Released Parties from any and all claims by third parties relating to the Contest.

11. LIMITATIONS OF LIABILITY: Contest Organizer, Alterra Mountain Company Canada and their agents are not responsible for: (a) technical failures of any kind, including but not limited to the malfunction of any telephone network or lines, computer online systems, servers, access providers, computer equipment, software, failure of any e-mail entry to be received by Contest Organizer or Alterra Mountain Company Canada on account of technical problems or traffic congestion on the Internet or any website, or any combination thereof, including any injury or damage to an entrant's or any other person's computer,

related to or resulting from playing or downloading materials in this promotion; (b) any incomplete or inaccurate information, whether caused by the website users or by any equipment of programming associated with or utilized in the Contest, or by any technical or human error which may occur in the processing of entries; (c) the theft, destruction or unauthorized access to, or alteration of, entries or the website; or (d) 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 Contest Organizer's website(s), regardless of whether the material was prepared by Contest Organizer or a third party, and regardless of whether the material is connected to Contest Organizer's websites by a hypertext link. Alterra Mountain Company Canada and Contest Organizer reserve the right to forbid the framing of any of the contents of this site and, in their sole discretion, to disqualify any individual who tampers with the entry process.

12. DISPUTES. Entrant agrees that, except to the extent prohibited by law: (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 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 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.

13. PRIVACY. 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/>).

14. OFFICIAL RULES: These Official Rules are available at the Contest Website or by sending a self-addressed postage-stamped envelope to Blue Mountain Resort, Attention: Marketing, 190 Gord Canning Drive, Blue Mountains, Ontario, L9Y 1C2.

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 attending the Event, entrant voluntarily assumes all risks related to exposure to COVID-19.