

Blue Mountain Resorts LP
“Smith/Blue’s Clues Contest 2020”
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. SPONSOR.** The “Smith/Blue’s Clues Contest 2020” (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. Smith Optics is not a sponsor or administrator of the Contest, the Contest is in no way endorsed by Smith Optics, and Smith Optics shall have no responsibility or liability with respect to the Contest.
- 2. OBJECTIVE.** During the Entry Period (defined below), fifteen (15) letter clues will be hidden on fifteen (15) of the blue square runs at Blue Mountain Resort (the “**Resort**”) for entrants to find. The Contest is a clue driven scavenger hunt designed to promote exploration of the Resort. Once an entrant has found all fifteen (15) clues, a phrase will be revealed and entrant must complete a clue sheet including such phrase and submit the clue sheet to Sponsor to be entered for a chance to win a prize.
- 3. ENTRY PERIOD.** The Entry Period begins at 10:00 a.m. Eastern Standard Time (“**EST**”) on Friday, February 21, 2020 and ends at 3:00 p.m. EST on Friday, February 21, 2020 (the “**Entry Period**”). Contest Organizer’s computer is the official timekeeper for the Contest.
- 4. ELIGIBILITY.** The Contest is open to legal residents of Canada and the U.S., except where prohibited or restricted by law, who are at least eighteen (18) years of age and have reached the age of majority in the province or state in which they reside. Employees, officers and directors of Contest Organizer and Smith Optics, and their respective 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.
- 5. HOW TO ENTER.** There are two (2) ways to enter the Contest:

 - a.** *By participating in the scavenger hunt described in Section 2 above.* During the Entry Period, (i) **visit** one of the Guest Services locations in Blue Mountain Resort and request a Contest clue sheet (“**Clue Sheet**”), (ii) search for and collect the fifteen (15) letter clues hidden on the Resort’s fifteen (15) blue square runs, (iii) fill out the Clue Sheet (including the phrase revealed by the word clues, full name, date of birth, phone number and email), and (iv) submit the Clue Sheet in the Contest entry box at the Bullwheel Pub located at the South Base Lodge (each an “**Entry**” and collectively, the “**Entries**”). An entrant must be the rightful owner (or have authorized use) of the email address identified with entrant’s Entry. Participation in the scavenger hunt is at your own risk. You understand and agree that the scavenger hunt takes place on intermediate terrain, and by participating in the scavenger hunt, you assume all liability and responsibility for your actions and safety. Sponsor assumes no liability or responsibility for your actions nor safety, nor the actions and safety of other participants. **PURCHASE OF A LIFT TICKET OR SEASON PASS IS NOT REQUIRED TO ENTER THE CONTEST, BUT IS REQUIRED TO ACCESS THE LIFTS AT THE RESORT.**

b. *By utilizing the alternative free method of entry.* During the Entry Period, visit one of the Guest Services locations in Blue Mountain Village and: (i) fill out the entry form (including contact information and date of birth) and (ii) write a creative and original paragraph (250 words or more) in the space provided on the entry form explaining why you deserve a pair of Smith goggles.

6. FOR ALL ENTRIES. LIMIT: One (1) Entry per person. You must complete and submit all required information to be eligible to enter to win a prize. All Entries must be received by Contest Organizer during the Entry Period. 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 and Entries are subject to verification prior to the awarding of a prize, as are the eligibility, age and other claims or/information provided by a potential prize winner. Entrants will cooperate with Contest Organizer 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. **ELIGIBLE ENTRANTS MUST ENTER IN ACCORDANCE WITH THESE OFFICIAL RULES. NO OTHER METHOD OF ENTRY WILL BE ACCEPTED.**

7. 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 (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.

8. DRAWING; ODDS; NOTIFICATION.

a. **Drawing; Odds.** On or about Friday, February 21, 2020 at approximately 4:30p.m. EST, a random drawing of six (6) winners from among all eligible Entries received by Contest Organizer during the Entry Period will be conducted under Contest Organizer's supervision at the Bullwheel Pub (the "**Drawing**"). Odds of winning a prize depend on the number of eligible Entries received by Contest Organizer in the Contest during the Entry Period.

b. **Notification.** The 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 present at the time of the Drawing, Sponsor will notify the winner at that time. If a potential winner is not present at the time of the Drawing, Sponsor will notify winner by phone. In order to claim the prize, the potential winners will be required to execute and return to Contest Organizer a signed Affidavit of Eligibility, a Liability Release and, except where prohibited by law, a Publicity Release (an "**Affidavit/Release**"), and any other form(s) required by Contest Organizer, all in the form(s) provided by Contest Organizer. The Affidavit/Release and any other forms must be returned to Contest Organizer by the date and/or time indicated within the Affidavit/Release. 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 return the Affidavit/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 does not comply with the Official Rules, then such 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 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 to return the required documents for any reason. 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 Contest Organizer.

9. PRIZE; PRIZE REDEMPTION. Subject to the terms and conditions of these Official Rules, six (6) prizes will be awarded in this Contest. Each prize will consist of and be limited to a pair of Smith 4D MAG™ goggles (frame and lens colors vary) (each, a "Prize"). The approximate retail value ("ARV") of each Prize is \$340.00 CAD. If actual ARV is less than the stated ARV in these Official Rules, the difference will not be awarded in cash or other consideration. If a potential winner is present at the time of the Drawing, Sponsor will award the Prize at that time. If a potential winner is not present at the time of the Drawing, Sponsor will arrange to mail the Prize to winner. 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 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. Winners are 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, provincial and local taxes on the Prize. Winners waive 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, in which case, no consideration will be awarded.

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

11. 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.

12. 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, Smith Optics, 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 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 12, shall be binding upon each entrant, and his/her successors, assignees, subrogors, insurers, heirs, next of kin, executors, representatives, and legal and personal representatives.

13. 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, 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 website by a hypertext link.

14. 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.

15. 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. Entrants provide personal information on the entry form when they enter this Contest.

Blue Mountain may share your personal information with third parties who need access to this information to perform services on Blue Mountain's behalf. For more information about the ways Blue Mountain uses and shares personal information collected online through its website, please see the Privacy Policy of Sponsor located at <https://www.bluemountain.ca>.

16. OFFICIAL RULES. These Official Rules are available at the time of entry, by sending an email to mail@bluemountain.ca, or by sending a request to Blue Mountain Resorts Limited Partnership, 190 Gord Canning Drive, Blue Mountains, Ontario L9Y 1C2.