

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

## **SAND TO SNOW SWEEPSTAKES**

### **OFFICIAL RULES**

**Sponsored by Jackson Hole Mountain Resort Corporation (herein "Sponsor")**

**OPEN ONLY TO INDIVIDUALS WHO ARE LEGAL RESIDENTS OF, AND CURRENTLY RESIDING WITHIN FLORIDA, WHO ARE EIGHTEEN (18) YEARS OF AGE OR OLDER AT THE TIME OF ENTRY. VALID EMAIL ADDRESS AND INTERNET ACCESS IS REQUIRED FOR ENTRY. VOID OUTSIDE OF FLORIDA AND WHEREVER PROHIBITED BY LAW. THIS SWEEPSTAKES IS GOVERNED BY UNITED STATES LAW. DO NOT ENTER IF YOU ARE NOT LOCATED IN FLORIDA AT TIME OF ENTRY.**

**1. Sweepstakes Period:** The Sand to Snow Sweepstakes ("Sweepstakes") begins November 7, 2022, at 12:00:00 a.m. Eastern Time ("ET") and ends December 15, 2022, at 11:59:59 p.m. ET ("Sweepstakes Period"). Sponsor is the official timekeeper for the Sweepstakes.

**2. Eligibility:** The Sweepstakes is open only to legal residents of Florida who are 18 years of age or older at the time of entry. A valid email address and internet access is required for entry. Employees, officers and directors of Sponsor and its parent companies, affiliates, subsidiaries, distributors, suppliers and advertising and promotion agencies associated with the Sweepstakes, and members of the immediate families (defined as including spouse, biological, adoptive and step-parents, grandparents, siblings, children and grandchildren, and each of their respective spouses, regardless of where they reside) or households (whether related or not) of any of the above are NOT eligible to participate in the Sweepstakes. Non-eligibility or non-compliance with any of these Official Rules may result in disqualification. Sweepstakes is void outside of Florida and wherever prohibited by law. The Sweepstakes is subject to United States law.

**3. Sponsor:** Jackson Hole Mountain Resort, 3395 Cody Ln, PO Box 290, Teton Village, WY 83025

**4. How to Enter:** Go to <https://www.jacksonhole.com/sand-snow-sweeps> ("Website") and follow the on-screen instructions to complete the entry form in its entirety during the Sweepstakes Period to receive one (1) entry into the Sweepstakes.

**Limit one (1) entry per person.** All entries received from any person that exceeds the stated limitation will be disqualified. Entries made by any means which subvert the entry process will be void. Mass entries and entries generated by script, macro, or other automated means or by any means that subvert

the entry process will be void. Incomplete or illegible entries will not be acknowledged. All entries become the exclusive property of Sponsor and will not be returned or acknowledged except as provided herein. In the event of a dispute as to who submitted an entry, the name of the “authorized account holder” associated with the email account will be deemed to be the entrant as long as such person is eligible and in compliance with these Official Rules. The authorized account holder of the email address is defined as the natural person who is assigned to the email address by an internet access provider, online service provider, or other organization that is responsible for assigning email addresses or the domain associated with the submitted email address. Potential winner may be required to show proof of being the authorized account holder. If a dispute cannot be resolved to Sponsor’s satisfaction, the winning entrant may be deemed ineligible. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Sponsor will not verify receipt of entries. Proof of submission of an entry does not constitute proof of receipt by Sponsor. Released Parties (as defined in Rule 7, below) are not responsible for entries that are late, lost, illegible, damaged, misdirected, garbled or incomplete, altered or otherwise irregular, that contain false information, that are generated by script, macro or other automated or mechanical means, that have been submitted through illicit means or by any means which subvert the entry process or that do not conform with or satisfy any or all of the conditions set out in the Official Rules. **Multiple entrants are not permitted to share the same email address for purposes of entry into the Sweepstakes. Use of any automated program or method to enter or use of multiple email addresses to enter the Sweepstakes more than the stated limit, will result in disqualification of all associated entries and of the person/email address account responsible for such entries.**

**5. Agreement to Official Rules and Decisions:** By participating, 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 selection of the winner, and the awarding of the prize, which are final and binding in all respects.

**6. Drawing/Odds of Winning:** To be eligible for the Sweepstakes drawing, an eligible entry must be received during the Sweepstakes Period. The Sweepstakes drawing will be conducted on or about December 16, 2022 (the “Drawing Date”) by the Sponsor whose decisions shall be final in all matters relating to the Sweepstakes. Odds of winning the Sweepstakes prize will depend on the total number of eligible entries received. The entrant selected must comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements and requests of Sponsor during the verification process.

**7. Prize and Prize Approximate Retail Value (“ARV”):** One (1) Prize will be awarded. Prize winner (“Winner”) will receive a 5-day/4-night trip for two (Winner and guest) to Jackson Hole, WY. Prize includes roundtrip economy-class air transportation from Miami International Airport to Jackson Hole, WY from the major commercial airport nearest Winner’s residence, four (4) nights’ lodging for two (single room; double occupancy), lift tickets for Winner and Winner’s guest for three (3) days, and equipment rentals for Winner and Winner’s guest for three (3) days. ARV: \$4,800. Actual value may vary depending on departure date and departure airport. Any difference between the stated ARV and actual cost will not be awarded to the Winner. Prize trip must be taken during the 2022-23 winter ski season and blackout dates and other restrictions apply including. Blackout dates include but may not be limited to 12/26/22-12/31/22, 1/14/23 – 1/15/23, and 2/18/23 – 2/19/23. The dates of the prize trip are subject to Sponsor approval. **Winner will be responsible for ground transportation to/from their residence and Miami International Airport and to/from the Jackson Hole Airport and lodging location. Winner travel arrangements must be made a minimum of four (4) weeks prior to winner travel and are subject to availability.** If Winner is unable to complete the prize trip during the 2022/23 winter ski season, Winner forfeits the prize. All elements of the prize must be redeemed at the same time, and no changes will be permitted after confirmation of any redemption. Winner and Winner’s guest must each be at least eighteen (18) years of age or older. If the Winner is between the ages of eighteen (18) and twenty-one (21), their guest must be at least twenty-one (21) years of age, in order to check in to the hotel. Prize is non-transferable and have no cash value. Unclaimed and/or unused prize package will remain the property of Sponsor. Winner and guest must travel at the same time and must depart from the same city. All details of the prize package will be determined by Sponsor in its sole discretion and Sponsor reserves the right to substitute a similar prize or prize element of comparable value. In connection with any visit to Jackson Hole Mountain Resort, please be advised that Jackson Hole Mountain Resort’s policies, CDC guidelines, and the recommendations of health officials must be followed. In addition, Winner and Winner’s guest should be aware of and comply with government guidelines regarding travel restrictions and mandatory quarantines before visiting Jackson Hole Mountain Resort. **Please note that any public location where people are present provides an inherent risk of exposure to COVID-19, and Sponsor cannot guarantee that any person will not be exposed during a visit.** All parts of the prize are subject to availability and blackout dates, and subject to change without written notice or warning. Should an act of God, hurricane, war, fire, riot, earthquake, act of public enemies, actions of governmental authorities, epidemics, pandemics and the spread of infectious diseases, including without limitation COVID-19 (as defined by the World Health Organization and any of the strains, variants or mutations thereof), and any related governmental or judicial actions, including but not limited to travel restrictions, taken in connection with, or as a response to, any such event, or any other event beyond the reasonable control of the Sponsor, whether or not existing, known, foreseen or foreseeable at the time this Sweepstakes occurs, render the redemption or the prize delayed, hindered,

adversely affected, impracticable, or impossible, Sponsor, in its sole and absolute discretion, reserves the right to evaluate and make modifications to the redemption and fulfillment processes and timelines for the prize or portion of the prize that Sponsor is responsible for, which may include but is not limited to providing additional time for redemption and/or fulfillment. ***Prize must be accepted as awarded, and 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, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. No substitution, assignment or transfer of the prize is permitted, except by Sponsor, who reserves the right to substitute a prize with another prize of greater or equal value, in the event of unavailability of the advertised prize. Winner is solely responsible for any and all costs, fees, taxes, and expenses associated with prize award, receipt, and use, including, without limitation, all federal, state, and local taxes on the prize. Winner will be issued an IRS Form 1099 for the stated ARV of the prize. If potential Winner does not wish to accept the prize, an alternate winner will be selected from the pool of eligible entrants. All details of the prize not set forth herein will be determined by Sponsor in its sole discretion. All entrants and entries are subject to verification prior to the awarding of the prize, as are the eligibility, age and other claims of/information provided by a potential winner.***

**8. Winner Notification/Prize Award/Publicity Consent:** No entrant is deemed a winner until their eligibility has been verified and it is determined that they have complied with all terms of these Official Rules. As soon as reasonably practicable following the Drawing Date, potential winner will be notified by the Sponsor or Sponsor's agent via email and must sign and return an Affidavit of Eligibility, Release of Liability/Publicity, and a Form W-9 (for tax reporting) within five (5) days from the date the email was sent. Winner's guest must also complete and return a Guest Liability/Publicity Release within this same time period. Failure by potential winner to complete and return the above documents within five (5) days from the date such documents are sent will result in disqualification and the prize will be awarded to an alternate winner. All entries become property of Sponsor and will not be returned. By accepting the prize, Winner grants Sponsor and Sponsor's agents, the right to use their name, likeness, voice, photograph, and opinions in any advertising, publicity, and promotion in any media worldwide without further compensation or permission, except wherever prohibited by law. Sponsor is not responsible for technical difficulties with telecommunications systems beyond its control or for change to a potential winner's mailing address, email address, and/or phone number. If a prize-related communication is returned as undeliverable, the prize will be forfeited. Failure by a potential winner to respond to the potential winner notification(s) as directed within the specified time-period, the return of any notification as undeliverable, noncompliance with these Official Rules, or Sponsor's inability to contact a potential winner within a reasonable time-period may result in forfeiture of potential winning status, and an alternate winner will be selected.

**9. General Conditions:** By participating, entrants agree to abide and be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all matters. Each entrant forever, fully and irrevocably releases, discharge and hold harmless the Sponsor, its parent companies, affiliates, subsidiaries, distributors, suppliers and advertising and promotion agencies associated with the Sweepstakes and the respective directors, officers, agents and employees of each of the foregoing (collectively, the “Released Parties”) from and against any liability, claims, losses and damages of any kind, including death, to persons or property, arising out of, or relating to, their participation in this Sweepstakes and the acceptance, use, misuse or possession of the prize (if applicable), including as set out in Rule 9, below. Entrants who Sponsor determines to have not complied with these Official Rules are subject to disqualification. Sponsor reserves the right, at its sole discretion, to disqualify any entrant from this Sweepstakes or any other promotion conducted now or in the future by Sponsor or any of its affiliates if Sponsor suspects or finds entrant to be: (a) violating the Official Rules; (b) tampering or attempting to tamper with the entry process, the operation of the Sweepstakes and/or the Website; (c) acting in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; or (d) attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices or intending to annoy, abuse, threaten or harass any other entrants, Sponsor or Sponsor’s representatives. **ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES OR THE WEBSITE MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR MAY DISQUALIFY ANY SUCH INDIVIDUAL AND RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING LAWYERS’ FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW, AND TO BAN OR DISQUALIFY AN ENTRANT FROM THIS AND FUTURE PROMOTIONS.** All materials submitted become the property of Sponsor and will not be returned. By entering, entrants agree that: (a) all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, participants’ rights and obligations, and the rights and obligations of the Sponsor in connection with the Sweepstakes, will be governed by, and construed in accordance with, the laws of the United States.

**10. Binding Arbitration:** Subject to applicable laws, any controversy or claim arising out of or relating to the Sweepstakes shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS (“JAMS Rules and Procedures”) then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the

JAMS Rules and Procedures. The arbitrator shall apply Wyoming law consistent with the Federal Arbitration Act and applicable statutes of limitations and shall honor claims of privilege recognized at law. If any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal (other than that such claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal, or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable, or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty (60) days after the demand for arbitration is made, unless further extended by mutual agreement of the parties.

**SUBJECT TO APPLICABLE LAWS, THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES. BY PARTICIPATING IN THE SWEEPSTAKES, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR THE PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) TO THE EXTENT ALLOWED BY APPLICABLE LAW, ENTRANT WILL NOT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONETARY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW MANDATORY ARBITRATION, WAIVER OF CLASS ACTIONS, THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO RELEVANT PORTIONS OF THE ABOVE MAY NOT APPLY TO EVERY ENTRANT.**

By entering, entrants agree that: (a) all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants' rights and obligations, and the rights

and obligations of the Sponsor in connection with the Sweepstakes, will be governed by, and construed in accordance with, the laws of the State of Wyoming in the United States, without giving effect to any choice of law or conflict of law rules (whether of Wyoming or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than Wyoming; and (b) any matters or proceedings which are not subject to arbitration as set forth above in this Section 8 of these Official Rules, and/or are related to entering any judgment on an arbitration award, shall take place in the State of Wyoming.

**11. Limitation of Liability:** Released Parties do not assume any responsibility for, and the entrant hereby releases and agrees to hold the Released Parties harmless from and against, any and all claims, actions, damages, demands and liabilities of whatever nature or kind arising out of, or in connection with, the entrant's participation or attempted participation in the Sweepstakes, including, without limitation, the administration of the Sweepstakes, the selection and confirmation of the Winner, and the arranging for, awarding of and use of the prize or portion thereof. Without limiting the generality of the foregoing, the Released Parties are not responsible for (a) the incorrect or inaccurate capture of entry information for any reason; (b) late, lost, stolen, damaged, misdirected, garbled or incomplete Entries, transmissions or transactions, Entries that are altered or otherwise irregular, have been submitted through illicit means or do not conform with or satisfy any or all of the conditions of these Official Rules; (c) any loss, damage, or claims caused by, or in any way related to, the awarded prize or the Sweepstakes itself; (d) failure of the Website or any website associated with this Sweepstakes, or any operations or transmission of information during the Sweepstakes Period, including, without limitation, any problems, human, production or technical errors, lost, delayed, garbled or corrupted data or transmissions, omissions, interruptions, deletions, defects or failures of any telephone or transmission lines, technical malfunctions of any computer on-line systems, servers, access providers, computer equipment, software, failure of any e-mail or entry to be received on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof including, without limitation, any injury or damage to an entrant's or any other person's computer related to or resulting from participating in or downloading any material connected to the Sweepstakes, all of which may affect a person's ability to participate in the Sweepstakes; (e) any typographical or other error or omission in any printing or advertising relating to the Sweepstakes, in the administration or execution of the Sweepstakes, or in the announcement or notification of the Winner; (f) the security or privacy of information transmitted via computer networks or for breaches of privacy due to interference by third party computer "hackers" or otherwise; (g) any claims regarding the accepting, arranging for, awarding of or use of the prize or any portion thereof; (h) electronic communications which are undeliverable as a result of any form of active or passive filtering of any kind; or (i) cheating or fraud by any participant. Entry material/data that has been tampered with or altered is void. Sponsor reserves the right, at its sole discretion, to amend these Official Rules for clarification purposes, at any time, in any

way, and without prior notice, without materially affecting the terms and conditions of the Sweepstakes. Without limiting the foregoing, if for any reason the Sweepstakes is not capable of running as originally planned, including should any virus, worm, bug, technical failures, unauthorized human intervention, or other causes corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes, Sponsor reserves the right to modify, terminate or suspend this Sweepstakes. In the event of termination, Sponsor may randomly select the winner from among all eligible, non-suspect entries received up to date/time of such termination, or up to the date/time of the situation warranting such termination.

**12. Winner's Name:** To request the name of the Winner (available after Winner has been verified), send a self-addressed, stamped, business size (#10) envelope by March 1, 2023, to: Jackson Hole Mountain Resort, Att: Sand to Surfer Winner, PO Box 290, Teton Village, WY 83025.

**13. Privacy Policy/Consent to Use Personal Information:** Personal information collected in connection with this Sweepstakes is subject to the Sponsor's privacy policy (<https://www.jacksonhole.com/privacy>). By entering this Sweepstakes, you consent and agree to Sponsor's collection, use, disclosure, and storage of your information for the administration of this Sweepstakes and for any purposes consistent with such privacy policy.

**14. Rules Govern:** In the event of any discrepancy or inconsistency between the Official Rules and disclosures or other statements contained in any Sweepstakes-related materials or made by any representative of Sponsor, these Official Rules shall prevail, govern, and control.

**15. Severability:** The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.