

Terms and Conditions of the Mammut 2025 JHMR 60th Anniv Window Display Competition

08/20/2025

1. Introduction

These terms and conditions ("Terms") govern the Mammut 2025 Jackson Hole Mountain Resort 60th Anniversary Window Display ("Artist Competition") organized by Mammut Sports AG ("Mammut") and Jackson Hole Mountain Resort ("Jackson Hole Mountain Resort" or "JHMR") (together, the "Organizers"). By entering the Artist Competition, participants ("participants" or "you") acknowledge and agree that these Terms constitute a binding Agreement between you and the Organizers and agree to be bound by and comply with them.

2. Eligibility

The Artist Competition is open to individuals who are 18 years or older, residents in the United States of America and Canada.

Employees of the Organizers, its affiliates, subsidiaries, advertising and promotion agencies, and immediate family members are not eligible to participate.

No purchase is necessary to enter or win. A purchase will not increase the chances of winning.

3. Artist Competition Period

The Artist Competition begins at 12:01am Mountain Time on August 20th and ends at 11:59pm Mountain Time on September 12th ("Artist Competition Period"). Entries received after the Artist Competition Period will not be considered.

4. How to Enter

Participants can enter the Artist Competition by uploading their Window Display Concept submission to (jacksonhole.com/design-the-display)

Only one entry per person is allowed. Multiple entries from the same person will be disqualified.

For detailed submission requirements, please see Appendix 1.

5. Compensation Package and Submission Selection

On September 15th, 2025, one participant's submission will be chosen ("Winning Submission") based on the selection process defined on Section 6 and notified as provided

therein. The participant whose Window Display Concept is selected (“Winner”) will be awarded the prize package (the “Prize”) described in this Section, subject to compliance with the schedule set out below:

The Winner will be contacted to confirm availability for installation, as well as display creation supplies. The installation date is set for November 1st, 2025. To remain eligible for the prize, the Winner must adhere to all deadlines associated with the Winning Submission, including the submission of the final graphics by October 15th, 2025, and the completion of the Window Display Installation by November 1st, 2025. Finally, the display must match the approved submission concept and provide the quality expected of a professionally commissioned installation.

Prize (includes the below items and only these items):

- 2026/2027 JHMR Grand Bypass*
- Full Mammut Kit including:
- Jacket/Pant (ski/snowboard)
- Puffy Jacket
- Mid-layer
- Winter boots
- Fully avy safety set up (including airbag)
- \$1,000 cash

The above items will be ordered after the Window Display is installed and inspected by November 7th, 2025. The items and payment order will be sent by November 14th (depending on delivery location and method actual delivery date may vary). The 2026/2027 JHMR Grand Bypass will be redeemable for the 2026/2027 season at Jackson Hole Mountain Resort.

*Please note that the Grand Bypass use is governed by the Jackson Hole Mountain Resort Season pass rules and regulations as well as all applicable state and federal regulations. ([Jacksonhole.com/terms-and-conditions](https://jacksonhole.com/terms-and-conditions))

Travel expenses, snacks, food and drinks are excluded.

What are the specific conditions associated with the prize?

The Prize is non-transferable, non-exchangeable, and cannot be redeemed for cash or other alternatives.

The Organizers reserves the right to substitute a prize of equal or greater value if circumstances beyond our control make it necessary.

The winner has 3 business days to respond to confirm their submission. After the 3rd business day an alternative artist will be selected.

6. Winner Selection and Notification

The Winner will be selected as follows:

The submissions will first be reviewed by the marketing teams of the Organizers, then the top 5 submissions will be voted on via a public poll on the Jackson Hole Mountain Resort Instagram. Thus, artists agree that any art assets or concepts (except personal details such as addresses and personal email address) contained within their submission can be placed in a public poll campaign. The top 2 finalists with the most votes will be selected to be reviewed further by the Organizers. In the case of a tie between submissions in public voting, a tiebreaker vote will be conducted by the 3 members of the Mammut team and 3 members of the JHMR team. The Winner will be selected by the Organizers from the top 2 entries (as decided via public voting) received during the Artist Competition Period by a vote of 3 members of the Mammut team and 3 members of the JHMR team. Final artist choice is subject to the final discretion of Mammut and Jackson Hole Mountain Resort. In order to be selected for public voting the submission must fit within the brand guidelines of the Organizers and represent the brands in a friendly and inclusive way. The selected art must fit the fall winter branding of the Organizers, with expectations outlined in the submission guidelines. Finally, the selected artist will work with the Organizers to make any necessary adjustments to the concept for the final rendering submission deadline of 10/15/2025.

The Organizers are not responsible for the collection, storage, or processing of personal data by Instagram or Meta. The Artist Competition is not sponsored or endorsed by these platforms.

The selection will take place on:

September 19th, 2025

The winner will be notified via Maizie.grace@jacksonhole.com e-mail address within 3 days of the draw.

The winner needs to send an e-mail confirming that they accept the contract to Maizie.grace@jacksonhole.com ↗

If the winner does not reach out within 3 days of being notified, the prize will be forfeited, and another winner will be selected.

7. Originality and Rights Warranty

By entering the Artist Competition, each Participant represents and warrants that (i) the submission is an original work created solely by participant and not obtained from any third party in any manner, and does not violate or infringe any third party rights including but not limited to third party Intellectual Property Rights; (ii) the Proposal submitted by it conforms to these Official Rules and all criteria and guidelines prescribed by QTI; (iii) the submission is not subject to any third party agreement(s) and no third party consents and/or licenses are required in connection therewith; (iv) neither the Organizers nor any of its affiliates will be required to pay or incur any sums to any person or entity in connection with the submission; (v) the submission does not defame, misrepresent, or contain disparaging remarks or any other content which could adversely affect the name, reputation or goodwill of the Organizers, any of its affiliates or any other individuals and/or entities; (vi) the submission does not contain obscene content, hateful content of any kind, content which promotes violence, or any other offensive or inappropriate content; (vii) the submission does not include threats of any kind or any content that may intimidate, harass, or bully anyone; and (viii) the submission does not violate any applicable law or post any content that would abet or constitute a criminal offence under applicable law.

8. License of Winning Submission

By accepting the prize, the Winner grants Mammut an exclusive, unlimited, worldwide, royalty-free and irrevocable license to use, reproduce, adapt, modify, display, distribute, and create derivative works from the Winning Submission, in whole or in part, for any marketing, promotional, advertising, product, or display purposes, in any media now known or hereafter developed, including the underlying artwork and design elements. This includes, without limitation, the right to reproduce the artwork on or as part of products for sale, packaging, physical installations, in-store displays, events, and digital campaigns. This license includes the right to sublicense to Mammut affiliates, partners, and contractors solely for purposes consistent with these Terms. The Winner retains copyright ownership of the Winner Submission, subject to this license. Where reasonably practicable, Mammut may credit the Winner as the creator of any artistic elements within the Winning Submission, in promotional materials, such as in a tagline, caption, or similar acknowledgement in online publications or other marketing channels. The absence of such

credit in any particular instance shall not constitute a breach of these Terms. No further compensation will be provided beyond the prize described in Section 5.

9. License for Non-Winning Submissions

By entering the Artist Competition, each participant grants the Organizers a non-exclusive, royalty-free, worldwide, unlimited license to use, reproduce, publish, and display their submission solely for the purposes of promoting, reporting, and administering the Artist Competition, including its results, as well as for promotional and advertising purposes related to the Organizers, including but not limited to use on websites, social media channels, printed materials, in-store displays, and any related marketing channel. The Organizers may crop, resize or otherwise make minor modifications to such submissions as necessary for formatting or presentation purposes, provided that the overall integrity of the submissions is maintained.

10. Data Protection

By entering the Artist Competition, participants consent to the processing of their personal data by the Organizers for the purpose of administering the Artist Competition and sending tailor made advertising materials, in accordance with the [Privacy Notice ↗](#)

The Organizers will process participants' personal data in compliance with applicable data protection laws.

Participants have the right to access, rectify, or request deletion of their personal data. For more information, please refer to the [Privacy Notice ↗](#).

11. Liability

The Organizers are not responsible for any technical issues, hardware or software failures, lost, delayed, or corrupted entries, or other events outside of our reasonable control that may affect the Artist Competition's operation.

To the fullest extent permitted by law, the Organizers shall not be liable for any loss, damage, or injury arising from the Artist Competition or acceptance of a prize.

12. Disqualification

The Organizers reserve the right to disqualify any participant who breaches these Terms, provides false information, or engages in fraudulent or dishonest behavior.

13. Modifications to the Terms

The Organizers reserve the right to modify or cancel the Artist Competition or amend these Terms at any time without prior notice due to circumstances beyond our control or if required by applicable laws.

14. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the United States of America.

15. Dispute Resolution by Binding Arbitration and Class Action Waiver

Organizers encourages you to contact the Customer Service department - [Mammut's Customer Service](#) and [JHMR's Customer Service](#) - if you have concerns or complaints about the Artist Competition or the Organizers. The Organizers strive to resolve as many complaints as possible through the Customer Service department.

If you are not able to resolve your concern through the Customer Service department, you agree that you and Organizers shall arbitrate all disputes and claims (including, but not limited to, the interpretation and scope of this mandatory arbitration clause, and the arbitrability of the dispute or claim) between us including, but not limited to, all claims arising out of or relating to any aspect of our relationship, whether in contract, tort (including negligence), or statute and on any legal theory, including but not limited to fraud or misrepresentation, and whether the cause of action or matter in dispute arose before, during, after, or in connection with your participation in the Artist Competition, or that may arise after termination of your participation in the Artist Competition or termination of the Artist Competition itself.

Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court and is subject to limited review by courts. Arbitrators can award the same individual relief affecting individual parties that a court can award, including damages and an award of attorneys' fees, if the applicable law allows. BY AGREEING TO RESOLVE DISPUTES THROUGH ARBITRATION, YOU AND THE ORGANIZERS AGREE TO UNCONDITIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY OR COURT except as to matters involving question of constitutional or civil rights, for matters brought in small claims court, or for any manners in which the law of your jurisdiction would not permit mandatory arbitration. Instead of arbitration, the parties may bring an individual action in a small claims court for disputes or claims that are within the scope of the small claims court's authority.

The Federal Arbitration Act governs the interpretation and enforcement of this provision. The arbitration shall be conducted before one commercial arbitrator from JAMS with substantial experience in resolving commercial contract disputes. Unless the Organizers modifies this arbitration clause and you agree to such amendment by virtue of your continued participation in the Artist Competition after the revised Terms of the Artist Competition are made available to you, the arbitration will be governed by the JAMS's rules for commercial arbitration and, if the arbitrator deems them applicable, the procedures for consumer-related disputes. For more information on JAMS, its rules, and procedures, and how to file an arbitration claim, you may call JAMS at 800-352-5267 or visit the [JAMS website](#). Arbitrations will proceed at a location that the arbitrator selects in the state of your primary residence unless you and the Organizers agree otherwise.

Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The arbitrator's award shall be final and may be enforced in any court of competent jurisdiction. Further, an arbitrator's award and any judgment confirming it shall apply only to that specific case and cannot be used in any other case except to enforce the award itself.

The costs of arbitration shall be divided evenly between you and the Organizers, except that you and the Organizers shall pay the costs of its own experts. In the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to costs of litigation, the Organizers will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation. However, unless ordered otherwise by the arbitrator, the Organizers will not pay any of your share of the arbitration fees if the arbitrator finds that either your claim or the relief sought is frivolous or brought for an improper purpose, as measured by the standards of Federal Rule of Civil Procedure 11(b).

YOU AND THE ORGANIZERS AGREE THAT ANY CLAIMS BROUGHT BY YOU OR THE ORGANIZERS WILL BE BROUGHT IN THE INDIVIDUAL CAPACITY OF WHICHEVER OF YOU OR THE ORGANIZERS FILES THE CLAIM AND THAT NEITHER WILL BRING OR PARTICIPATE IN A CLASS, REPRESENTATIVE, COLLECTIVE OR PRIVATE ATTORNEY GENERAL ACTION. The arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a class, representative or private attorney general proceeding. You

and the Organizers agree to seek only such relief—whether in the form of damages, an injunction, or other non-monetary relief—as is necessary to resolve any individual injury that either you or the Organizers has suffered or may suffer. This requirement that claims be brought in binding arbitration only in an individual capacity and not as a representative, private attorney general or class member (“Class Action Waiver”) is non-severable. If the Class Action Waiver is found to be unenforceable, then the entirety of this arbitration provision shall be null and void, with the exception of the next sentence. In the event the Class Action Waiver is found to be unenforceable, any action between you and the Organizers shall proceed in the federal or state courts located in the State of Vermont.

Notwithstanding any provision in this Agreement to the contrary, we agree that if the Organizers makes any change to this arbitration provision, you may reject that change and require the Organizers to adhere to the language in this provision provided that you notify the Organizers in writing that you reject the change within the lesser of ten (10) days of being notified that these Terms have been revised or the date on which you initiate arbitration proceedings or file a claim. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision. These Terms and all legal relations between the Organizers and you in connection with the Artist Competition shall be subject to the laws of the seat of Mammut, without give effect to principles of conflict of laws that would require the application of any other law. Any legal dispute shall be arbitrated in the city in which Mammut has its seat unless the Organizers notify you in writing of a different arbitration location.

16. Contact Us

For any questions or concerns about the Artist Competition, please contact the Organizers Support Services by clicking [here](#) for Mammut and [here](#) for JHMR.