

**Epic Pass, Beaver Creek Resort and Xfinity Birds of Prey World Cup Giveaway
PROMOTION OFFICIAL RULES**

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. SOCIAL MEDIA ACCOUNT REQUIRED TO ENTER. Void where prohibited or restricted by law.

ARBITRATION NOTICE: BY ENTERING, YOU AGREE THAT DISPUTES BETWEEN YOU AND ANY PROMOTION ENTITY WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A JURY TRIAL, CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. SEE DISPUTES/ARBITRATION PROVISION.

ELIGIBILITY: The Epic Pass, Beaver Creek Resort and Xfinity Birds of Prey World Cup Giveaway (“**Promotion**”) is sponsored by The Vail Corporation (“**Vail**” or “**Sponsor**”) and is offered in the fifty United States including D.C. (“**U.S.**”) to individuals who are legal residents of and physically residing in the U.S., 18 years of age or older (“**Participants**”). Employees, officers, and directors of Vail, its parent, subsidiary and affiliated companies, advertising and promotion agencies and any other individuals or entities who are engaged directly or indirectly in the development of, the production, distribution or review of materials for, or the administration, execution or implementation of this Promotion (collectively the “**Promotion Entities**”) and persons in the immediate family of such individuals (spouse, parent, child, sibling, partners and their respective spouses, and foster and step-relations) regardless of where they reside, or those living in their same household (whether or not related) as any person in any of the preceding categories are not eligible to enter or win a prize.

PROMOTION PERIOD: Begins on or about Sunday, November 26, 2023 at 5:00 p.m. Mountain Daylight Time (“**MDT**”) and ends on Thursday, November 30, 2023 at 11:59 a.m. MDT (“**Promotion Period**”). All time referenced herein is Mountain Time Zone. Participants are solely responsible for determining the correct time zone in their respective jurisdictions; Promotion Entities disclaim all liability or responsibility relating thereto. The Social Media Platform server is the official time keeping device for the Promotion.

AGREEMENT BY PARTICIPANT/USE OF INFORMATION: All participation in this Promotion shall be governed by these Official Rules. The information provided will be used as stated herein and as stated in Sponsor’s Privacy Policy (at http://www.epicpass.com/policies?tc_1=3) (incorporated herein by reference). By participating in the Promotion, each Participant fully and unconditionally agrees to be bound to and accepts these Official Rules, Sponsor’s Privacy Policy, and any additional terms and conditions specific to the Promotion communicated by Sponsor (“**Rules**”). By participating, Participants further agree to be bound to the decisions of the Sponsor (and its authorized representatives) which are final and binding in all matters. By submitting an Entry (as defined below), Participants agree to be contacted by Sponsor with Promotion related communications. *This Promotion is in no way sponsored, affiliated or administered by any Social Media Platform used to advertise and/or facilitate the Promotion.*

TO ENTER: Eligible Participants may enter via Instagram only (“**Social Media Platform**”) during the respective Promotion Period. To enter, go to <https://www.instagram.com/epicpass/>, <https://www.instagram.com/beavercreek/> or <https://www.instagram.com/bcworldcup/> and find the Promotion post and follow the instructions to complete and submit an entry. You must be a member of Instagram in order to participate. If you do not have an Instagram account, you can get one for free at www.instagram.com. Entrant must: 1) follow @epicpass, @beavercreek and @bcworldcup; 2) like the @epicpass, @beavercreek and @bcworldcup collab in-feed post; and 3) comment on the collab in-feed post tagging one friend (“Entry”).

Upon completing these three (3) steps, you automatically will be entered with one (1) entry into the Promotion. Limit one (1) Entries per person during the Promotion Period. In the event more than one eligible Entry is received from the same person, only the first Entry will be considered for that Promotion Period. Your privacy settings must be set to public and cannot be set to “off” or “private” to participate in our Promotion.

Any Entry that does not include all content required herein, does not (in Sponsor’s sole discretion) appear to be compliant, submitted in good-faith, or that fails to follow all steps and include all other information required herein may be disqualified. If Sponsor’s venues, products and/or brands are featured and/or mentioned in the Entry it/they must be featured truthfully and appropriately, or else Entry will be immediately disqualified. **In addition to all other restrictions and conditions stated or incorporated elsewhere herein, Entries (and all content therein) must NOT appear to condone, promote, contain, depict (more than incidentally) or describe in any manner any individual who has not expressly consented to being included in the Entry submission, any minor child under 13 years of age whose parent has not provided consent to the Entry submission, any illegal, dangerous, harmful, offensive, cruel, unsafe, demeaning, disgusting, highly political or sensitive topics, over-consumption, or any other improper or unsuitable activities/content (as determined by Sponsor in its absolute discretion) or will be subject to removal and disqualification.**

ENTRY SPECIFICS: Entries must be complete, compliant, submitted via the method and Social Media Platform communicated, and timely received by Sponsor specific to the applicable Promotion Period. Sponsor has the right to verify Participants’ eligibility and compliance with these Official Rules and, on the basis of its investigation, to disqualify any entry/Participant at any time and require immediate prize return if applicable. Entries may only be submitted by a single registered social media account user; group or commercial submissions are not permissible. Incomplete, invalid, unsuitable, or otherwise non-compliant Entries (as determined in Sponsor’s absolute discretion) will not be eligible. If, upon review, Sponsor (or its authorized representative) is unable to determine that an Entry and/or Participant is eligible, compliant, or reasonably suspects that it/he/she is not eligible or compliant in whole or in part, the Entry as a whole and Participant may be disqualified. Proof that an Entry was uploaded does not constitute proof or evidence that it was received within the Promotion Period or eligible for the Promotion. Entries will not be acknowledged or returned. Entries submitted via any other entry method

than stated herein will not be accepted. Participants may not (whether apparent or suspected) enter through a sweepstakes/contest club or exchange site (or similar method, whether or not paid), with multiple or false identities, accounts, IP addresses, or devices, or use multiple e-mail and/or street addresses, or use any other device or artifice to enter or participate. Engaging directly or indirectly in any (apparent or suspected) artifice, cheating, fraud, spamming, phishing, harassment, on-line clubs (or similar methods), exchange sites, robotic, automatic, macro, programmed or like participation methods as determined in Sponsor's sole and absolute discretion, will void all such Entries, and disqualify any Participant suspected of using/benefitting from such methods.

Without limiting the foregoing, Entries will be disqualified if Sponsor believes the Entry is not in the spirit of the Promotion, is not compliant herewith, or will have a detrimental impact on Sponsor, this Promotion, or any of Sponsor's brand, products or services. Furthermore, if an Entry, for any reason whatsoever, contains content that is-- or garners comments that are-- unpleasant, distasteful, nasty or otherwise inappropriate for the Sponsor community, Sponsor reserves the right to disqualify Entry/Participant and remove any such Entry. In the event of a dispute as to the identity of an online Participant, the authorized account holder of the social media account used in connection with the Entry will be deemed to be the Participant, provided eligible.

Participants' use of the Social Media Platform must comply with and be in accordance with Instagram's Terms of Use, Terms of Service and Privacy Policies (found on its home website). *This Promotion is in no way sponsored, endorsed or administered by, or associated with any Social Media Platform.* If you don't have a social media account, you can become a member without charge by simply following the Social Media Platform instructions and accepting the terms and conditions of use. By entering, Participants understand and agree that submitted eligible Entries may be subject to public viewing, streaming (i.e. "digital transmission"), downloading (i.e. "digital distribution"), and public comments, including but not limited to being forwarded, re-tweeted, and otherwise posted, for commercial and non-commercial purposes, throughout Sponsor's and third parties' digital and off-line social media, marketing and advertising properties.

Normal internet access and device usage charges imposed by your mobile plan and/or on-line service may apply to Entry via mobile device. For those Participants entering with a mobile device: **Messaging and data rates apply to internet access and/or text on mobile devices.** Other charges may apply; check your mobile plan for rates/details. Consent is not a condition of purchase.

REPRESENTATIONS ABOUT YOUR ENTRY: By submitting an Entry, Participants represent and warrant (and agree to release and indemnify Promotion Entities from same) that: they have the absolute right and all requisite consents to submit such Entry (including the name, handle, likeness, image, voice and any other information disclosed or conveyed about/by any and all individuals and venues included therein), and submitting such Entry does not appear to violate or infringe the rights of such individuals or any other third party, entity or venue, will not constitute a violation of law or policies, and will not bring Sponsor or

the Promotion Entities into public disrepute, scandal or embarrassment; their Entry submitted and all content therein is truthful and accurate, has not been created for or submitted in any other Promotion or copied in whole or in part from any other work, and is the sole and exclusive property of the Participant (or Participant has the full right to submit it herein for all uses contemplated); the Entry does not contain, depict, condone, encourage or promote activities or content prohibited by these Rules or the Guidelines of the respective Social Media Platform; and any individuals mentioned, featured in, or who have worked on the Entry, in whole or in part, in any manner have given Participant their consent to submission of Entry into this Promotion and the use contemplated. If requested by Sponsor, Participant shall provide evidence of the above in writing. Nothing herein shall be deemed an obligation of confidentiality. Any trademarks, logos, brand names, venues, sponsorships or any other intellectual property appearing in any way in connection with this Promotion, prizing, or any Entry are the property of their respective owners, which are not sponsors or affiliated with this Promotion in any way.

LICENSE: At the time an Entry is submitted, whether or not selected as a winner, Participants grant to Sponsor a non-exclusive, fully paid and royalty-free, transferable, sub-licensable, worldwide license to use the Entry, in whole or in part, and all the information, and intellectual and property rights therein including the right to display, reproduce and make derivative works, in (un)altered or modified/composite format, through-out the world, and further agree to execute all documents and perform all acts deemed necessary by Sponsor to protect Sponsor' license in the intellectual property. Participants understand and agree by granting this license their Entry may be modified, edited, distorted, used in whole or in part, alone or in combination with other works, used in illusory or composite form, or in any other manner, as solely determined by Sponsor in any media and medium whatsoever now known or hereinafter developed (including without limitation print, broadcast, radio, internet, and posted throughout Sponsor's and (unrelated) third parties' digital, on-line, and off-line social media, marketing and advertising properties, and/or any other media/medium through-out the world) without further compensation or review. Participants will not now nor in the future be paid for their Entry or for granting Sponsor any of these rights.

RANDOM DRAWINGS/ODDS: One (1) potential winner will be selected in a random drawing conducted by Sponsor (or its authorized representative) on or about Thursday, November 30, 2023. Odds of winning depend on the number of eligible Entries received during the respective Entry Period. Within one (1) day of the computerized random selection, the potential winner will be communicated with via Instagram Direct Message from @epicpass Instagram account page and will be asked to log into Instagram and then privately provide additional contact information back to the Sponsor including an email address so that an Affidavit of Eligibility, Release of Liability/Prize Acceptance Form (Prize Documents) can be sent to the winners. Potential winner who entered on the Social Media Platform will have twenty-four (24) hours from the time the Direct Message is sent to reply. If potential winner cannot be contacted after the first attempt to contact him/her within the twenty-four (24) hour period, or in the event that a potential winner(s) is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner(s) selected in accordance with the selection criteria described above. Five (5) alternate winners will be

selected, after which any remaining prizes will remain un-awarded. Sponsor reserves the right to verify the identity and information of a potential winner prior to prize award, and to decline to award the prize to a winner if awarding the prize to the winner would bring Sponsor into public disrepute, scandal or embarrassment (as determined by Sponsor in its sole discretion). If a potential winner cannot be reached within two separate attempts using the contact information provided, declines or refuses the prize for any reason, fails to follow the instructions or reply on or within the time specified by Sponsor in any notification, is non-compliant, or is found to be ineligible, they will forfeit the prize and an alternate potential winner may be randomly selected in Sponsor's sole discretion, as provided herein. Promotion Entities shall have no liability for any winner notification that is intercepted, not received, not delivered, misdirected due to privacy or spam settings, not timely acted upon, or otherwise not responded to by a potential winner for any reason whatsoever, and the prize will be forfeited. After two additional unsuccessful attempts to award a prize to an alternate winner, that prize will remain unawarded; there will not be a second-chance drawing, however, Sponsor reserves the right but not an obligation to award the prize in the subsequent Sweepstakes in this Promotion, if applicable.

Prize or prize notifications that are unawarded, unclaimed, undelivered, misdelivered, refused, or returned will not be re-awarded. Potential winners may be required to sign, have witnessed and return a Declaration of Eligibility, Liability and Publicity Release within the time specified by Sponsor, or else prize will be forfeited. Prize award is subject to verification of eligibility and compliance with these Rules.

PRIZE(S)/APPROXIMATE RETAIL VALUE ("ARV"):

The winner will receive two (2) VIP Passes valid for the Sunday, Dec. 3 Xfinity Birds of Prey Super-G race and an Epic Pass prize package valued at One Thousand and Thirty Dollars (\$1030.00) USD will be awarded to the winner. Approximate Retail Value ("ARV") of the Prize is One Thousand and Thirty Dollars (\$1030.00) USD. Limit one prize per person and per household. Prize may take up to ninety (90) days to arrive, after winner's address is provided. Prizes awarded subject to verification and compliance.

Limit one (1) prize during the entire Promotion. Prizes must be awarded as stated herein or else will be forfeited and awarded to an alternate winner(s). Any difference between ARV and actual value of a prize will not be awarded. Winners agree to pay applicable local, state, and federal taxes on the prize, if any, and to comply with any tax reporting obligations, which are solely the responsibility of winners. Winners are advised to seek independent counsel regarding tax implications of their prize winning, if applicable. Only the number, description and denomination of prizes stated in these Official Rules is available to be won in the Promotion. In no event will Promotion Entities be responsible to award more than the stated number of prizes or different denominations of prize herein. Prizes awarded assuming sufficient eligible entries are received. If because of technical, typographical, mechanical or other errors or for any other reason, there are more claims for a prize than prizes offered as stated in these Official Rules, a random drawing will be held among all eligible non-suspect claimants in such category to award such prize. Unless otherwise expressly permitted herein, any prize or any portion thereof cannot be assigned, transferred, redeemed for cash, or substituted, except by Sponsor who may, at its sole discretion, substitute a prize,

or any item therein with a prize or substitute item of equal or greater value. Sponsor will not replace and winners will not receive compensation from any Promotion Entity for any tickets, travel vouchers, gift cards, or certificates that the winner is unable to use in whole or in part due to theft, misplacement, loss, damage, destruction (and such will not be replaced), but tickets may be subject to standard rain-check policies and procedures set by the issuer. All gift cards provided are for promotional purposes only and are subject to the terms and conditions of issuer. Prize and any element thereof, including any products received as a prize, may not be sold, resold, auctioned, bartered, or placed into any other unauthorized channels of distribution. Any prize pictured in advertising, any website, or on Promotion materials is for illustrative purposes only and may not be the actual prize awarded. WITH THE EXCEPTION OF ALL VALID MANUFACTURER'S WARRANTIES WITH RESPECT TO A PRIZE, EACH PRIZE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

INDEMNIFICATION & RELEASE: BY PARTICIPATING, PARTICIPANTS AND WINNERS AGREE TO THE FULLEST EXTENT PERMITTED BY LAW TO RELEASE, DISCHARGE AND HOLD HARMLESS THE SPONSOR, OTHER PROMOTION ENTITIES, AND THEIR PARENT, AFFILIATES AND SUBSIDIARY COMPANIES, ADVERTISING AND PROMOTION AGENCIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, REPRESENTATIVES AND AGENTS, AND THE APPLICABLE SOCIAL MEDIA PLATFORM ("RELEASED PARTIES") FROM AND AGAINST ANY AND ALL ALLEGED AND/OR ACTUAL CLAIMS, CAUSES OF ACTION, DEMANDS, LOSSES, SETTLEMENTS (WHETHER OR NOT LITIGATION IS COMMENCED), LIABILITIES AND DAMAGES OF ANY KIND WHATSOEVER EXISTING NOW OR ARISING IN THE FUTURE (INCLUDING, WITHOUT LIMITATION, BODILY INJURY, PERSONAL INJURY, DEATH, DISABILITY AND PROPERTY DAMAGE, VIOLATION OF PROPRIETARY, PUBLICITY, PRIVACY OR ANY OTHER RIGHT), COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, COURT COSTS, SETTLEMENT AND DISBURSEMENTS) DIRECTLY OR INDIRECTLY ARISING OUT OF USE OF THE ENTRY IN WHOLE OR IN PART, THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF A PRIZE, PARTICIPATION IN ANY PROMOTION AND/OR PRIZE RELATED ACTIVITIES, ACCESS TO ANY PLATFORM OR WEBSITE, AND/OR ANY OTHER PARTICIPATION IN THIS PROMOTION. By entering and/or accepting a prize, Participants and Winners covenant to the fullest extent permitted by law not to sue any Released Party or cause them to be sued regarding any matter released above, and not to disaffirm, limit or rescind this release. A waiver by one or more of the Promotion Entities of any term in these Official Rules does not constitute a waiver of any other provision. Any provision determined to be invalid shall be struck from these Rules and the remainder shall continue in full force and effect.

LIMITATIONS OF LIABILITY: Promotion Entities are not responsible for any incorrect or inaccurate information, whether caused by the Social Media Platform or website users, human error, tampering, hacking or by any of the equipment or programming associated with or utilized in the Promotion and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, incompatibility, communications failure, theft, loss or destruction of Entries, nor for the failure to capture Entry or any other information. Promotion Entities are not responsible for injury or Epic Pass, Beaver Creek Resort and Xfinity Birds of Prey World

damage to Participants' or to any other person's computer and/or mobile device related to or resulting from downloading materials from or use of any Platform or website. If, for any reason, the Promotion or any element thereof is not capable of running as planned by reason of, but not limited to, tampering, unauthorized intervention, fraud, force majeure, technical or other failures or errors, or any other causes similar or dissimilar which Sponsor deems, in its sole opinion, could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion or any element thereof, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion or element thereof and may in its discretion select the winner(s) from non-suspect, eligible Entries received prior to the action or as otherwise may be deemed equitable by Sponsor. In the event of any discrepancy, ambiguity, inconsistency, printing or any other error or miscommunication in any advertising, brochures, Promotion materials, announcements and/or any other information or communications by any person/entity in whatever media/medium relating to this Promotion or any element thereof, these Official Rules shall govern.

GENERAL CONDITIONS: Promotion Entities are not responsible for lost, late, misdirected, incomplete, unintelligible, illegible, misdirected, undelivered, or stolen Entries, or for lost, interrupted or unavailable satellite, network, server, devices, Internet Service Provider (ISP), website, Social Media Platform, or other connections availability, accessibility or traffic congestion, or miscommunications, or failed equipment, computer, network, telephone, satellite, cable hardware, software or lines, or technical failure, or jumbled, scrambled, delayed, or misdirected transmissions, or network, hardware or software malfunctions, failures or difficulties, incompatibility, or errors of any kind whether human, mechanical, electronic or network, or the incorrect or inaccurate capture of any information, nor for the failure to capture any such information. Persons who are suspected of fraud, artifice, cheating, tampering with, or abusing any aspect of the Promotion or any element thereof, including but not limited to use of robotics, bots, malware, or other unauthorized devices or participation methods, as solely determined by Sponsor will be disqualified. ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION.

FORCE MAJEURE: Promotion Entities shall not be liable to Participants, winners or any other person or entity for failure to execute the Promotion or any element thereof or supply a prize, or any part thereof, by reason of any act of God, any action(s), regulation(s) order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist act, cyber-attack, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, cancellation or delay of any kind, epidemic or pandemic, or any similar or dissimilar event beyond their reasonable control.

PUBLICITY RIGHTS: By participating in the Promotion and/or accepting a Prize, Participants and winners grant (and agree to confirm that grant in writing) permission for Sponsor and/or Sponsor's authorized representatives the right to use his/her name, handle/username, information, likeness, image, voice, and statements for promotion, trade, commercial, and publicity purposes, at any time or times, in all media now known or hereafter discovered including television and the internet including Sponsor's social media platforms and those of third parties whether or not connected with the Promotion, worldwide, including but not limited to on the World Wide Web and Internet, without notice, review or approval and without additional compensation except where prohibited by law.

DISPUTES/ARBITRATION: THIS PROMOTION AND ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES, OR THE RIGHTS AND OBLIGATIONS OF PARTICIPANT, SPONSOR, OR ANY OTHER PROMOTION ENTITY IN CONNECTION WITH THE PROMOTION SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE UNITED STATES AND THE STATE OF COLORADO WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Promotion, to the fullest extent permitted by law, Participants agree that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Promotion shall be resolved individually, without resort to any form of class action or a jury trial, exclusively before a neutral **one-person binding arbitration** located in or near Broomfield, CO having jurisdiction. Under no circumstances will Participant be permitted to obtain awards for, and Participant hereby waives all rights to claim punitive, incidental, consequential, and any other damages (other than for actual out-of-pocket expenses) and any and all rights to have damages multiplied or otherwise increased.

WINNERS LIST: For the name of prize winner, mail a sufficiently U.S. SASE to: Epic Pass, Beaver Creek Resort and Xfinity Birds of Prey World Cup Promotion Winner List Request, at the Sponsor's address below, for receipt on or within five working days from the end date of the Promotion Period. Limit one (1) request per person/household address.

SPONSOR: The Vail Corporation, 390 Interlocken Crescent, Broomfield, Colorado 80021.

A copy of these Rules may be found at: [www._____](#).