

## Terms of Make Your Memory Giveaway

NO PURCHASE NECESSARY

**PROMOTION DESCRIPTION:** The “Make Your Memory Giveaway” begins on opening day of the 2022-23 Winter Season at 12:00:00 AM Eastern Time (“ET”) and ends 2/28/23 at 12:00:00 AM Eastern Time (“ET”) (the “Sweepstakes Period”). Entry in the Sweepstakes does not constitute entry into any other promotion, contest or sweepstakes. By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Montage Mountain Resorts, 1000 Montage Mountain Road, Scranton PA, 18507 (“Sponsor”), which shall be final and binding in all respects.

**ELIGIBILITY:** Only legal US residents residing in a US State are eligible to enter. Employees, officers, directors, and immediate family members and/or those living in the same household of any of the Sweepstakes Entities or Licensees are not.

**HOW TO ENTER:** There is one (1) way to enter the Sweepstakes, as follows:

**WEBSITE ENTRY:** Enter via our website by visiting <https://www.montagemountainresorts.com/make-your-memory/> enter in the required information, and submit the form.

**NOTE:** Entry must only be made by the entrant. Entries made by any other individual or any entity, and/or originating at any other device, including but not limited to commercial sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. The use of any device to automate the entry process is prohibited.

No automated entry devices, bots and/or other programs and/or software are permitted for entry. No mechanically reproduced, or facsimile entries will be accepted. All entries become the sole property of Montage Mountain Resorts and will not be returned. Montage Mountain Resorts is not responsible for lost, late, illegible, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind, whether mechanical, human or electronic. Sweepstakes Entities shall not be responsible for incorrect or inaccurate entry information whether caused by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error which may occur in the processing of the entries in the Sweepstakes. Sweepstakes Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries. Only fully completed entries are eligible.

For purposes of these Official Rules, a “Day” is defined as each twenty-four (24) hour period during the Promotion Period beginning at 12:00:00 AM (ET). Montage Mountain Resorts is not

responsible for any change of email address, mailing address and/or telephone number of participants. In the event of a dispute over the identity of a participant in the Sweepstakes, participation will be deemed completed by the authorized account holder of the mobile telephone number provided at the time of participation. "Authorized account holder" is defined as the natural person who is assigned to a mobile telephone number by an Internet access provider, online service provider, wireless carrier, or other organization (e.g. business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address or mobile telephone number. The potential winner may be required to provide Sponsor with proof that he/she is the authorized account holder of the wireless account associated with the winning entry. If a dispute cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible.

**WINNER SELECTION AND NOTIFICATION:** On 2/28/23 the prize winners will be selected from all eligible entries received in accordance with the deadlines stated in these Official Rules. The potential prize winners will be notified by email and/or phone, using contact information provided or collected at the time of entry. Montage Mountain Resorts shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If, despite reasonable efforts, a potential winner does not respond within seventy-two (72) hours of the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected. Montage Mountain Resorts, in its sole discretion, will attempt to contact up to three (2) potential winners of a prize in accordance with the above procedure, after which the prize in question may go unawarded if it remains unclaimed. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the prize for any reason prior to award, such potential prize winner will be disqualified, and an alternate prize winner may be selected.

**PRIZES/APPROXIMATE RETAIL VALUES (ARV)/ODDS:**

Two (2) Grand Prizes are available. Grand Prizes consists of one (1) 2023-24 Unlimited Winter Season Pass to Montage Mountain and (1) 2023-24 Unlimited Winter Season Pass to Montage Mountain. **GENERAL PRIZE CONDITIONS:** The potential Grand Prize winner must sign and return, an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, "Prize Claim Documents"). If winner fails or refuses to sign and return all Prize Claim Documents within seven (7) days of prize notification (or a shorter time if required by exigencies), winner may be disqualified and an alternate winner may be selected.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished by third parties in connection with the Sweepstakes. **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.**

GENERAL: Acceptance of a prize constitutes prize winner's permission for Montage Mountain Resorts to use prize winner's name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation. Entrants agree that the Sweepstakes Entities (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Sweepstakes or any Sweepstakes-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Montage Mountain Resorts is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, or stolen entries, or prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Montage Mountain Resorts reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Sweepstakes, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person, and Montage Mountain Resorts reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Montage Mountain Resorts reserves the right to modify, extend, suspend, or terminate the Sweepstakes, including any entry mechanism, if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as contemplated herein. In the event Montage Mountain Resorts is prevented from awarding prizes or continuing with the Sweepstakes as contemplated herein by any event beyond its control, Montage Mountain Resorts shall have the right to modify, suspend, or terminate the Sweepstakes. If the Sweepstakes is terminated before the designated end date, Montage Mountain Resorts will (if possible) select the winners from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. These Official Rules cannot be modified or amended in any way except in a written document issued by a duly authorized representative of Montage Mountain Resorts. 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.

**GOVERNING LAW: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE SWEEPSTAKES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF PENNSYLVANIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.**