

OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN.

The 2022-23 Ski Season Pass Giveaway (the "Sweepstakes") is open to participants in the United States and Canada (excluding Quebec) only. Void in Quebec and where prohibited or restricted by law. Further eligibility restrictions and rules of participation are contained in the Official Rules below.

This Sweepstakes is in no way sponsored, endorsed, or administered by, or associated with, Facebook. By entering, you understand that you are providing your personal information to Sponsor and not to Facebook.

1. **DESCRIPTION:** Internet access required. The Sweepstakes begins on Friday, November 4, 2022 and ends on Friday, December 2, 2022 at 11:59:59 pm Eastern Time ("ET") (the "Entry Period"). The sponsor of this Sweepstakes is Massanutten Resort, 1296 Resort Drive, Massanutten, VA 22840 ("Sponsor").
2. **ELIGIBILITY:** Sweepstakes is open only to legal United States residents who are physically located and residing in the fifty (50) United States and Washington, D.C. and legal residents of Canada, excluding Quebec (each an "Entrant" and collectively "Entrants"). Entrants must be at least twenty-one (21) years of age at the time of entry. Entrants must be the rightful owner (or have authorized use) of the email address identified on the entry form. Employees, owners, shareholders, officers and directors of Sponsor and any entity involved in the administration of this Sweepstakes (collectively, the "Sweepstakes Entities"), and each of their respective parent companies, affiliates, divisions, subsidiaries, agents, representatives, promotion and advertising agencies together with the immediate family members and/or those living in the same household of such persons (collectively, "Household Members"), are not eligible to participate in the Sweepstakes. For purposes of the Sweepstakes "Household Members" shall mean those people who share the same residence at least three months a year; "Immediate Family Members" shall mean parents, step-parents, legal guardians, children, step-children, siblings, step-siblings, or spouses.
3. **DISPUTE AS TO IDENTIFY OF ENTRANT.** In the event of a dispute over the identity of an Entrant or potential winner in the Sweepstakes, the Entrant or potential winner will be deemed the authorized account holder of the email address associated with the entry. "Authorized Account Holder" is defined as the natural person in whose name the e-mail account was opened. In the event a dispute regarding the identity of an Entrant or potential winner cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible.
4. **HOW TO ENTER:** Eligible Entrants may enter the Sweepstakes by visiting [Massanutten Resort - Ski Season Pass Giveaway \(massresort.com\)](https://massresort.com) (the "Sweepstakes Homepage") and following the on-screen instructions to access the entry form. Entrant will be asked to provide all of the information requested, including but not limited to Entrant's full name,

physical address and/or zip code, phone number, and email address, then click "Submit" to receive one (1) entry into the Sweepstakes. Limit of one (1) entry per person during the Entry Period. If entries exceed the entry limitations, the Entrant may be disqualified, at the Sponsor's sole discretion. Entries generated by a script, macro or other automated means will be disqualified. Incomplete, unreadable, or unintelligible entries will be disqualified. Entries will not be acknowledged except as provided herein.

5. **RULES ABOUT POSTS/ENTRIES:** Entries will not be judged; however, entries must not include copyrighted, trademarked, patented, or previously published material or the personal information of any third party. Entries requiring license or usage rights from any third party are not eligible. Entries cannot defame or invade the rights or privacy of any person, living or deceased, or otherwise infringe upon any third party's personal, proprietary, or intellectual rights. Entries cannot contain illegal or unlawful material, and must not promote bigotry, racism, harm, or discrimination. Entries must be consistent with Sponsor's reputation in the marketplace and must be suitable for audiences of all ages. Entries which, in Sponsor's sole discretion, contain any type of vulgarity or objectionable content will be disqualified. Entries that do not meet these stated criteria, or entries that, in Sponsor's sole discretion, may technically meet the stated criteria but do not reflect the intent and the spirit of the Sweepstakes, are not eligible.
6. **AGREEMENT TO BE BOUND BY OFFICIAL RULES:** Participation in the Sweepstakes constitutes Entrant's acknowledgment that the Entrant has read and understands the Official Rules, and unconditionally agrees to and accepts to be bound by them and the decisions of the Sponsor, which shall be final and binding in all matters relating to the Sweepstakes. Sponsor reserves the right to disqualify any Entrant that Sponsor determines to be in violation of any term contained in these Official Rules. Sponsor's decision not to enforce a specific provision of these Official Rules does not constitute a waiver of that provision of the Official Rules generally.
7. **ODDS:** Odds of winning depend on the number of eligible entries received during Entry Period.
8. **WINNER SELECTION AND NOTIFICATION:** At the conclusion of the Entry Period, one (1) potential Grand Prize winner will be selected via random drawing from all eligible Entries received. The potential winner will be notified by email via the email address provided on the entry form within three (3) days of winner selection and announced on the Massanutten Facebook page. The potential winner is responsible for checking his/her spam filter. The potential winner will be required to respond (as directed) to the email notification within five (5) days (or a shorter time if required by exigencies) of attempted notification. The failure to respond within the stated time period may result in forfeiture of the Grand Prize. If requested by Sponsor, potential winner must execute and return within a specified time a Declaration of Compliance, including Eligibility, Publicity Release, and Release of Liability (collectively, "Winner's Documents"), that includes, without limitation, acceptance of the prize, tax information, and/or mutually acceptable liability releases, except where prohibited by law. If a selected entrant cannot be confirmed as a winner for any reason, or if the Winner's Documents are not fully completed within the specified time or are returned as undeliverable, s/he may be

disqualified and the prize will be forfeited, and an alternate winner will be chosen. For residents of Canada only: to be confirmed a winner, the potential Canadian winner must first correctly answer without assistance of any kind, whether mechanical or otherwise, a mathematical skill-testing question to be administered by telephone within 2 days of notification, or will be disqualified. For residents of the U.S. only: A potential U.S. winner must provide Sponsor with a valid social security number and may receive an IRS Form 1099 for the actual retail value of the Grand Prize.

9. GRAND PRIZE: One (1) Grand Prize winner will be randomly selected from among all eligible entries.

❖ Grand Prize consists of:

One (1) Adult Full Season Pass

Approximate Retail Value ("ARV") of Grand Prize: USD \$606

10. Grand prize is non-transferable and cannot be substituted, sold or bartered or exchanged for cash. Winner is solely responsible for all federal, state, provincial, local, or other taxes associated with the receipt of the Grand Prize. PLEASE NOTE: TRAVEL MUST BE COMPLETED WITHIN 12 MONTHS OF GRAND PRIZE WINNER CONFIRMATION. There are no blackout dates, but reservations are based on availability. The recent pandemic may affect reservations availability and hours. All Grand Prize details are at the sole discretion of the Sponsor. Sponsor will provide winner one (1) Adult Full Season Pass (excludes rentals). Grand Prize winner cannot assign or transfer the prize to another person without Sponsor's approval. No cash alternative is allowed, except at the sole discretion of Sponsor. If a Grand Prize, or part of a Grand Prize, cannot be awarded due to circumstances beyond the control of Sponsor, Sponsor reserves the right to award a substitute prize or prize part of equal or greater retail value. If the winner is unable or unwilling to accept the Grand Prize, or any portion thereof, as stated, the Grand Prize may be forfeited in its entirety at the sole discretion of Sponsor. The value of the Grand Prize represents the Sponsor's good faith determination of the approximate retail value of the Grand Prize. The actual value of the Grand Prize may fluctuate due to market conditions. If the actual value of the Grand Prize is less than stated, the difference will not be awarded in cash, and no such claims will be honored. No refunds or credits for changes are allowed. All other expenses and costs, not expressly listed above as included in the Grand Prize, including, but not limited to rentals and travel are winner's sole responsibility. Other restrictions may apply. Winners residing outside of the United States must obtain all visa or travel authorizations necessary to travel to the United States. Save for liability for death or personal injury due to negligence, winner and Guests agree that they undertake the Trip at their own risk.
11. PUBLICITY RELEASE: Except where prohibited, acceptance of the prize constitutes winner's consent that his or her name, likeness, voice and/or biographical data may be used for advertising and promotional purposes without limitation and without additional

notice, compensation, or consent.

12. **CONDITIONS OF PARTICIPATION/RELEASES:** Each Entrant (including each potential winner and the winners) hereby releases the Sweepstakes Entities, Facebook, and each of their respective parent companies, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and prize suppliers and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from any and all actions, claims, injuries, death, losses or damages arising in any manner, directly or indirectly, from participation in this Sweepstakes and/or acceptance or use of a Grand Prize. The Released Parties shall not be liable for: (i) save for death or personal injury caused by negligence any injuries, losses, liabilities or damages of any kind including personal injury or death caused by the Grand Prize or resulting from acceptance, possession or use of a Grand Prize including participation in any activity or travel related thereto, or from participation in the Sweepstakes; (ii) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) late, lost, delayed, stolen, misdirected, postage-due, incomplete, unreadable, inaccurate, garbled or unintelligible entries, communications or affidavits, regardless of the method of transmission; (v) any inability of winner to accept or use any Grand Prize (or portion thereof) for any reason and such Grand Prize or portion thereof shall be forfeited; or (vi) any printing, typographical, human administrative or technological errors in any materials or activities associated with the Sweepstakes which are beyond the reasonable control of any of the Released Parties. Sweepstakes Entities disclaim any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with this Sweepstakes.

13. **MODIFICATION, CANCELLATION, SUSPENSION, ETC.:** Sponsor reserves the right, in its sole and absolute discretion, to modify, cancel, or suspend this Sweepstakes, or to amend the Official Rules at any time, without prior individual notice, should any factor interfere with the administration, security, or proper play of this Sweepstakes as contemplated by these Official Rules. If for any reason Sponsor is prevented from continuing with this Sweepstakes, or the integrity and/or feasibility of the Sweepstakes is undermined by any event, including but not limited to fire, flood, pandemic, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state, provincial/territorial or local government law, order or regulation, order of any court or jurisdiction, Sponsor shall have the right, but not the obligation, in its sole and absolute discretion, to select the winner from eligible non-suspect entries received prior to and/or after such action or in such manner as deemed fair and appropriate by the Sweepstakes Entities. Sweepstakes Entities may prohibit Entrant from participating in the Sweepstakes or winning a Grand Prize if, in its sole discretion, it determines Entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or any other unfair practices or intending to annoy, abuse, threaten or harass any other Entrants or Sweepstakes Entities representatives. **ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE**

OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE SWEEPSTAKES. SHOULD SUCH AN ATTEMPT BE MADE, SWEEPSTAKES ENTITIES RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

14. INDEMNITY: Save for cases of death or personal injury caused by negligence, each Entrant (including each potential winner and the winner) shall indemnify, defend and hold harmless the Released Parties from and against any and all claims, damages, actions, liability, loss, injury or expense, including reasonable attorneys' fees and costs, arising out of or in connection with: (a) participation in the Sweepstakes; (b) a breach or allegation which if true would constitute a breach of any of the representations, warranties or obligations herein; and (c) acceptance, possession, grant, or use of any prize, including without limitation, personal injury, death and property damage arising therefrom.

15. DISPUTES & CHOICE OF LAW: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES, OR THE RIGHTS AND OBLIGATIONS OF ENTRANT AND THE SPONSOR IN CONNECTION WITH THIS SWEEPSTAKES SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF VIRGINIA, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS OF ANY OTHER JURISDICTION THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THOSE OF THE STATE OF VIRGINIA. BY ENTERING THE SWEEPSTAKES, 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 ANY AWARD AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND ANY JUDICIAL PROCEEDING SHALL TAKE PLACE IN A U.S. FEDERAL OR STATE COURT IN ROCKINGHAM COUNTY, VIRGINIA; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED, (IF ANY), NOT TO EXCEED TWO HUNDRED FIFTY DOLLARS (\$250.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; AND 3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT 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 RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

16. PRIVACY POLICY: Any personal information supplied by Entrant to Sponsor will be subject to its privacy policy posted at <https://www.massresort.com/about/accessibility/privacy-policy/>. By entering the Sweepstakes, Entrant grants Sponsor permission to collect and use Entrant's email

address and any other personally identifiable information for the purposes of Sweepstakes administration; Grand Prize fulfillment; and, for marketing communications from which Entrant may unsubscribe at any time. Legal residents of Canada: The Sweepstakes Homepage is hosted on servers in the United States, and the personal information you provide may therefore also be subject to the laws of the United States.

17. WINNER'S LIST/OFFICIAL RULES: To obtain the winner's name or a copy of these Official Rules, send a request to Massanutten Resort, PO Box 1227, Harrisonburg, VA 22803 by no later than March 2, 2023. The Official Rules can also be obtained at the Sponsor's Sweepstakes Homepage.