

## **New Year's Cheers Contest**

### **OFFICIAL RULES**

#### **NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN.**

The "Massanutten New Year's Cheers Contest" (the "Contest") 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 Contest 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 Contest begins on Monday, December 21, 2020 and ends on Wednesday, January 6, 2021 at 11:59:59 pm Eastern Time ("ET") (the "Entry Period"). The sponsor of this Contest is Massanutten Resort, 1296 Resort Drive, Massanutten, VA 22840 ("Sponsor"). The Judges are employees of Sponsor – Matthias Smith, Patti Hobbie, Don Henk, Mark Shiflet, Jo Sine, and Sarah Elson – who are qualified to judge entries based upon their knowledge of the community, and of the resort goods and services that are available through the gift card. Entries will be judged as follows: 75% on the positive impact the nominee is contributing to the community, or the need the nominee has, and 25% on the explanation for how a Massanutten Resort gift card will be used by or benefit the nominee.
2. **ELIGIBILITY:** Contest 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 Contest (collectively, the "Contest 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 Contest. For purposes of the Contest "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 in the Contest, the Entrant 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 cannot be resolved to Sponsor's satisfaction,

the affected entry will be deemed ineligible.

4. **HOW TO ENTER:** Eligible Entrants may enter the Contest by visiting [www.massresort.com/newyearscheers](http://www.massresort.com/newyearscheers) (the "Contest 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, zip code, and email address, and their nominee's full name and contact information, then click "Submit" to receive one (1) entry into the Contest. 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 be judged as set forth in Section 1 above. 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 Contest, are not eligible.
6. **AGREEMENT TO BE BOUND BY OFFICIAL RULES:** Participation in the Contest 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 Contest. 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 and the material submitted.
8. **WINNER SELECTION AND NOTIFICATION:** At the conclusion of the Entry Period, ten potential Grand Prize winners will be selected by the Judges from the nominees nominated in all eligible Entries received. The Entrants will be notified by email via the email address provided on the entry form within three (3) days of winner selection, and the nominee-winners will be contacted by email or telephone within three (3) business days of selection. Winners and/or Entrants may be announced on public and/or social media. Entrants and winners are responsible for checking their spam filter and voice messages. The potential nominee-winner will be required to respond (as directed) to the email notification or voice message within five (5) days (or a shorter time if required by

exigencies) of attempted notification. The failure of the nominee-winner to respond within the stated time period may result in forfeiture of the Grand Prize. If requested by Sponsor, potential winner and/or Entrant 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, as applicable, acceptance of the prize, tax information, and/or mutually acceptable liability releases, except where prohibited by law. If a selected nominee 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: Ten (10) Grand Prize winners will be selected by the Judges from among all eligible nominees nominated in all eligible entries.

- ❖ Each Grand Prize consists of: one (1) \$500.00 Massanutten Resort Everything Gift Card.

Approximate Retail Value ("ARV") of Grand Prize: USD \$500.00

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. The recent pandemic may affect reservations availability and hours. All Grand Prize details are at the sole discretion of the Sponsor. 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 travel to and from Massanutten Resort 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 undertakes travel at their own risk.

11. **PUBLICITY RELEASE:** Except where prohibited, acceptance of the prize constitutes winner's and Entrant's consent and representation that the names, likenesses, voices and/or biographical data of the Entrant, and of the nominee, may be used for advertising and promotional purposes without limitation and without additional notice, compensation, or consent.
12. **CONDITIONS OF PARTICIPATION/RELEASES:** Each Entrant and each potential winner and the winners hereby releases the Contest 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 Contest 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 Contest; (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 Contest which are beyond the reasonable control of any of the Released Parties. Contest Entities disclaim any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with this Contest.
13. **MODIFICATION, CANCELLATION, SUSPENSION, ETC.:** Sponsor reserves the right, in its sole and absolute discretion, to modify, cancel, or suspend this Contest, 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 Contest as contemplated by these Official Rules. If for any reason Sponsor is prevented from continuing with this Contest, or the integrity and/or feasibility of the Contest 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 Contest Entities. Contest Entities may prohibit Entrant from participating in the Contest

or winning a Grand Prize if, in its sole discretion, it determines Entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or any other unfair practices or intending to annoy, abuse, threaten or harass any other Entrants or Contest Entities representatives. ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE CONTEST. SHOULD SUCH AN ATTEMPT BE MADE, CONTEST 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 and 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 Contest; (b) consent of the nominee to be nominated for the Contest; (c) a breach or allegation which if true would constitute a breach of any of the representations, warranties or obligations herein; and (d) 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 CONTEST 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 CONTEST, 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 CONTEST, 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 Contest, Entrant grants Sponsor permission to collect and use Entrant's email address and any other personally identifiable information for the purposes of Contest administration; represents that the nominee consents and grants Sponsor permission to collect and use nominee's email address, telephone number, and any other personally identifiable information for purposes of Contest Administration; and, to use all such information for purposes of Grand Prize fulfillment; and, for marketing communications from which any person may unsubscribe at any time. Legal residents of Canada: The Contest 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 April 6, 2021. The Official Rules can also be obtained at the Sponsor's Contest Homepage.

12.11.2020