



## **#SeizeTheJane Contest Official Rules**

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

**1. SPONSOR.** The Winter Park Resort® #SeizeTheJane Photo Contest(s) (the “Contest”) is sponsored by Intrawest/Winter Park Operations Corporation d.b.a Winter Park Resort (“Sponsor”) which may be contacted at PO Box 36, Winter Park, Colorado 80482. The Contest is in no way sponsored, endorsed or administered by, or associated with Instagram.

**2. ENTRY PERIOD.** The Entry Period shall begin at approximately 9:00 a.m. Mountain Time (“MT”) on November 15, 2016 and end at 4:00 p.m. MT on December 12<sup>th</sup>, 2016 (“Entry Period”). Sponsor’s computer is the official timekeeper for this Contest.

**3. ELIGIBILITY.** The Contest is only open to entrants who, as of the entry date, are legal residents of the fifty (50) United States and the District of Columbia, who are at least eighteen (18) years old, and willing to become an Ambassador of the Mary Jane® Territory at Winter Park Resort for the 2016-2017 winter season. The Contest is void outside the fifty (50) United States and the District of Columbia and where prohibited or restricted by law. Employees, officers and directors of Sponsor and their respective parents, subsidiaries, affiliates, divisions, advertising and promotion agencies, and the immediate families (defined as parents, spouses, children, siblings, grandparents, and their respective spouses) or members of the same household (whether related or not) of each such employee, officer and director, may participate in the Contest but are not eligible to win prizes. The Contest, and any website pages and advertisements relating thereto, is intended for viewing only within the United States and the District of Columbia, and entrants must be present in the United States or the District of Columbia at the time they enter.

### **4. HOW TO ENTER; SUBMISSION OF ENTRY MATERIALS; PHOTO ENTRY REQUIREMENTS.**

a. There is one (1) way to enter this Contest. Entrant must have visited Winter Park Resort during a previous winter ski season and have taken photos of themselves enjoying an adventure in the Mary Jane Territory. Entrant must then tag four (4) photos or videos using the #SeizetheJane hashtag on Instagram. Sharing with Facebook, Twitter, Tumblr, and other social media outlets is optional, but highly encouraged. You must be a registered member of the Instagram website located at [www.instagram.com](http://www.instagram.com), and in compliance with the Instagram Terms located at [www.instagram.com/about/legal/terms/#](http://www.instagram.com/about/legal/terms/#). Membership on Instagram is free, and can be obtained by visiting [www.instagram.com](http://www.instagram.com) and following the onscreen instructions to register for and open an account. An entrant must be the rightful owner (or have authorized use) of the e-mail address identified with the participant’s Instagram account.

b. Photo Entries must conform to the Photo Entry requirements in Section 4(c) below and will be judged as described in Section 5 below. **ELIGIBLE ENTRANTS MUST ENTER IN ACCORDANCE WITH THESE OFFICIAL RULES. NO OTHER METHOD OF ENTRY WILL BE ACCEPTED.** Normal Internet access and usage charges imposed by entrant’s online service will apply. **PURCHASE OF A LIFT TICKET OR SEASON PASS IS REQUIRED TO ACCESS THE MARY JANE TERRITORY AND WINTER PARK RESORT BY USE OF**

**THE SKI LIFTS. AN ENTRANT DOES NOT HAVE TO PAY ANY ADDITIONAL FEE TO SPONSOR TO MAKE OR SUBMIT A PHOTO ENTRY.**

c. Each Photo Entry must meet the following requirements, compliance with which shall be as determined by Sponsor in its sole discretion:

i. The Photo Entry(ies) must: (1) be a total of four (4) photo(s) taken at Winter Park Resort, (1) feature you enjoying an adventure in the Mary Jane Territory, and (4) have been posted to Instagram using the hashtag "#SeizetheJane";

ii. It may only feature the entrant (i.e., no other people may be featured in the Photo Entry), and must NOT include, depict or feature third parties, unless they are not recognizable (as determined by Sponsor in its sole discretion). For photos where individual persons can be recognized, you must secure a model release from the subject or the approval of a parent or guardian if the individual is under 18 years of age. Releases will need to be provided to Sponsor upon request;

iii. It must be a digital photo image of a size and format as will permit uploading to Instagram. See the Contest Website for additional information on upload requirements. NOTE: In addition to being subject to these Official Rules, all Contest activities by an entrant are subject to the terms and conditions of the Contest Website (including, without limitation, the Privacy Policy), as posted from time to time thereon;

iv. It must be suitable for a public forum, and in keeping with Sponsor's positive family friendly image, and may not be offensive or inappropriate, as determined by Sponsor in its sole discretion. Without limiting the foregoing, a Photo Entry must not contain any profanity, nudity or lewd gestures;

v. It must be entirely original to the entrant, and must NOT include any mention or performance of any copyrighted media production, including, without limitation, music, films, books, television programming, etc., or identifying descriptions of any media property;

vi. It must NOT infringe, misappropriate or violate any right of any third party, including, without limitation, copyright, trademark, trade secret, or right of privacy or publicity, and must NOT incorporate or include anything (e.g., third party names, marks or logos) that would require the consent of any third party for the use of the Photo Entry by Sponsor or any of its designees; and

vii. It must NOT have been previously published, submitted in a prior Entry Period, submitted to another contest, won any other award, been broadcast on a media network, or submitted to any entertainment entity.

Additionally, Photo Entries are subject to Sponsor's websites' terms and conditions regarding user generated content, which if not set forth in Section 14 below.

d. Without limiting the generality of Section 14 below or any applicable terms and conditions of the Contest Website, each entrant agrees that Sponsor and its successors, designees and assigns shall each have the perpetual, royalty-free, irrevocable, world-wide and fully-transferable right (but not obligation) to use, modify, display, reproduce, make derivative works of, and otherwise exploit entrant's entry and submissions (or any part thereof) for promotional purposes in any manner or media whether now or hereafter existing and/or to otherwise use or commercially exploit any video entry or submission (or any part thereof) or information or ideas contained within any entry or submission, all without payment, notice, attribution, consideration or consent. Such use includes, without limitation, the right to use the Photo Entry and Photo Entry materials on Sponsor's and its designees websites and social media outlets (the timing of any posting shall be as determined by Sponsor in its sole discretion, and there is no guarantee a Photo Entry will be used). Sponsor does not have any obligation to maintain any of the entries or submissions, or any information or ideas contained therein, as confidential or proprietary. SPONSOR AND ITS DESIGNEES RESERVE THE RIGHT TO EDIT, MODIFY, OR ABRIDGE ANY SUCH ENTRY OR SUBMISSIONS FOR ANY REASON PRIOR TO USE.

e. Each Photo Entry and all Photo Entry materials must be received by Sponsor during the applicable Entry Period. Failure to submit all required information and submissions in the manner required in these Official Rules may

result in disqualification. ENTRY MATERIALS (INCLUDING PHOTO ENTRIES) WILL NOT BE ACKNOWLEDGED OR RETURNED, AND, IN FACT, MAY BE DESTROYED. DO NOT SUBMIT ANY IRREPLACEABLE OR ONE-OF-A-KIND PHOTO. Proof of submission of any entry materials will not be deemed to be proof of receipt by Sponsor. All entrants, participants and entries are subject to verification by Sponsor. Any submission that does not comply with any aspect of these Official Rules, as determined by Sponsor in its sole discretion, may be rejected by Sponsor and the entrant disqualified.

## **5. JUDGING; SELECTION; NOTIFICATION.**

a. Eligible Photo Entries received during the Entry Period will be judged by a judging panel appointed by Sponsor who will judge and score the Photo Entries in accordance with the following judging criteria ("Judging Criteria"): photos of you at Winter Park Resort's Mary Jane Territory (25%), Creativity (25%), Artistic Merit (25%), and overall appeal (25%). The judging panel will be comprised of an individual or individuals who are experienced in photography, hospitality, marketing or advertising. Judges will be individuals selected by Sponsor and may also be employees or agents of Sponsor, or their respective affiliates, or advertising and promotion agencies. Subject to these Official Rules, the top Photo Entries received during the Entry Period will be the potential winner of a prize. Winners shall be the top Photo Entries of all entrants selected throughout the Contest. In the event of any ties in any round of judging, the tied entries will be judged against each other by the judging panel using the Judging Criteria until the tie is broken.

b. A potential Prize winner will be announced on or about December 13, 2016. The potential winner must comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. A potential winner will be notified via social media announcement and email. In order to claim the prize of becoming the Ambassador of the Mary Jane Territory for the 2016-2017 winter season, the potential winner will be required to execute and return to Sponsor an Independent Contractor Agreement outlining the roles and responsibilities required in order to become the Ambassador of the Mary Jane Territory for the 2016-2017 winter season and any other form(s) required by Sponsor. The Independent Contractor Agreement and any other forms must be returned to Sponsor by the date and/or time indicated within the Affidavit/Release. If the potential winner cannot be contacted within 7 (seven) days of the first attempt to contact him/her, or if the potential winner fails to return the Independent Contractor Agreement or other forms within the specified time, or if the potential winner or his/her Photo Entry is found to be ineligible, or if the potential winner does not comply with the Official Rules, then the potential winner may be disqualified and an alternate potential winner selected by Sponsor in his/her place, which alternate will be the entrant who would have been the applicable prize winner if the disqualified potential winner was not considered in the Contest judging. In such event, an alternate potential winner will be notified by Sponsor as described above and will be required to return the required documents to Sponsor as described above; however, Sponsor, in its sole discretion, may adjust the above process, timing and delivery requirements to accommodate Sponsor's Contest schedule, and due to such process, schedule and timing, Sponsor may be unable to award the applicable prize and a potential alternate winner may not be named. Sponsor is not responsible for the failure of a potential winner to receive Sponsor's notification or the required documents for any reason, or for the inability of such potential winner to return the required documents for any reason. Each winner agrees that he/she will not conduct or participate in any media interview regarding this Contest or any prize without the express prior written permission of Sponsor.

**6. AGREEMENT TO OFFICIAL RULES AND DECISIONS.** By participating in the Contest, each entrant fully and unconditionally agrees to be bound by and accepts these Official Rules and the decisions of Sponsor and the judging panel (including, without limitation, decisions regarding eligibility of entries, the selection of winners, and the awarding of prizes), which are final and binding in all respects. Entrants and winners must comply with all terms and conditions of these Official Rules, and participation and winning is contingent upon fulfilling all requirements.

## **7. PRIZE.**

a. Subject to the terms and conditions of these Official Rules, one (1) prize will be awarded in this Contest. The Prize to be awarded on December 13, 2016 consists of the winner being selected as the "Ambassador of the Mary Jane Territory." Subject to the terms of an Independent Contractor Agreement, a copy of which will be provided to the potential winner upon notification of the award, the Ambassador of the Mary Jane Territory will receive either \$500.00 or a Winter Park Resort Season Pass for the 2016-2017 ski season along with a Go Pro Hero to

be used for his/her duties as the Ambassador of the Mary Jane Territory. Sponsor will not substitute other items in place of the “Ambassador of the Mary Jane Territory” opportunity. .

b. Each Prize is awarded “AS IS” with no warranty, representation or guarantee, express or implied, in fact or in law, made by Sponsor or for which Sponsor shall be liable, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. Prize is nontransferable, nonassignable, nonnegotiable, and not redeemable for cash or credit. Prize must be accepted as awarded. No prize substitutions, except by Sponsor, who reserves the right (but has no obligation) to substitute a prize (or a component thereof) with another prize of equal or greater value if any applicable prize (or a component thereof) is not available for any reason as determined by Sponsor in its sole discretion. Winner is solely and fully responsible for any and all costs, fees, taxes, assessments and expenses associated with prize award, redemption, receipt and use, including, without limitation, all federal, state and local taxes on the prize. If applicable, winner will be issued an IRS Form 1099 for the actual value of the prize. Winner waives the right to assert as a cost of winning a prize any and all costs of verification and redemption or travel to redeem the prize. Non-compliance with any of the foregoing and any other condition of this Contest may result in disqualification and forfeiture of prize. Upon prize forfeiture, no compensation will be given.

**8. PUBLICITY.** Except where prohibited by law, participation in the Contest constitutes entrants’ and winner’s consent for Sponsor and its designees to use an entrant’s or winner’s name, biography, likeness, voice, photographs, videos, opinions, statements, hometown and state for promotional purposes in any manner or media (including, without limitation, on the Internet), worldwide, in perpetuity, and without further notice, payment, attribution, consideration or consent.

**9. GENERAL CONDITIONS.** Sponsor reserves the right to require entrants to complete, execute and deliver to Sponsor additional documents at any time as required, in the forms provided, and within the timeframe required by Sponsor, or the entrant and participants may be disqualified. Sponsor reserves the right, in its sole discretion, to terminate, modify or suspend the Contest if, in Sponsor’s opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Contest, or if viruses, bugs, unauthorized intervention, fraud, technical difficulties, acts of God or failures or any other factor beyond Sponsor’s reasonable control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest. In such event, Sponsor reserves the right, in its sole discretion (but does not have any obligation), to award a prize to a winner based on the above judging criteria from among eligible, non-suspect entries received up to the time of the suspected impairment. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of the Contest is a violation of criminal and civil laws, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other provision of these Official Rules.

**10. RELEASE.** By participating in the Contest, each entrant forever and irrevocably RELEASES, DISCHARGES, INDEMNIFIES AND HOLDS HARMLESS, Sponsor and its parents, subsidiaries, divisions and affiliates; any and all persons and entities responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest or supplying any prize, and the employees, officers, directors, owners, representatives, agents, heirs, successors, assigns and insurers of each of them (collectively, the “Releasees”) from and against all losses, claims, damages, liabilities, costs or expenses (collectively, “Losses”), arising in whole or in part, directly or indirectly, from the entrant’s entry and/or participation in the Contest (including, without limitation, by participating in any activities at Winter Park Resort), and/or the entrant’s receipt or use of any prize awarded in the Contest. The foregoing release includes, without limitation, any and all LIABILITY, BODILY INJURY, DEATH, LOSS OR DAMAGE to entrant or any third party arising in whole or in part, directly or indirectly, from any prize or the use of any prize, the award, acceptance, possession, use or misuse of any prize, and entry and participation in the Contest (including, without limitation, by participating in activities at Winter Park Resort). Each entrant further COVENANTS NOT TO SUE any of the Releasees with respect to any matter addressed by the foregoing release, or encourage or assist any third party in doing so. This is a complete RELEASE and DISCHARGE of all claims and rights of each entrant against the Releasees and no action will be taken by or on behalf of an entrant with respect to any such claims and rights, it being understood that these Official Rules, including this Section 10, shall be binding upon

each entrant, and his/her successors, assignees, subrogors, insurers, heirs, next of kin, executors, representatives, and legal and personal representatives.

**11. LIMITATIONS OF LIABILITY.** Sponsor is not responsible for: (a) incorrect or inaccurate transcription of Photo Entry or entry material information or late, lost, stolen, unintelligible, illegible, damaged, mutilated, altered, incomplete, or misdirected Photo Entries or entry materials, or Photo Entries or entry materials received through impermissible or illegitimate channels, all of which will be disqualified; (b) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer online systems, computer equipment, website, server provider, network, hardware or software; (c) the unavailability or inaccessibility of any website or service; (d) unauthorized intervention in any part of the entry process or the Contest; (e) printing, typographical, electronic or human errors which may occur in the offer or administration of the Contest or the processing of entries; or (f) any injury or damage to persons or property, including but not limited to entrant's computer, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest, or from viewing, playing, uploading or downloading any material to or from Sponsor's website(s), regardless of whether the material was prepared by Sponsor or a third party, and regardless of whether the material is connected to Sponsor's website by a hypertext link.

**12. DISPUTES.** Entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Contest, or any prize awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in a federal or state court located in Grand County, Colorado; entrant submits to sole and exclusive personal jurisdiction to said courts in the State of Colorado for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; (b) any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred, including costs associated with entering this Contest but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant or Sponsor in connection with the Contest shall be governed by, and construed in accordance with, the laws of the State of Colorado, without giving effect to any choice of law or conflict of law rules of provisions (whether of the State of Colorado, the United States, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Colorado.

**13. DATA COLLECTION.** Entrants may provide personal information when they enter this Contest. Sponsor collects this information and uses it to (a) administer this Contest and (b) for market research and for other marketing purposes. Sponsor may share this information with third parties who need access to this information to perform services on Sponsor's behalf. Sponsor may also share this information with select marketing partners, who may use it to contact you with information and offers they believe will be of interest to you. For more information about the ways Sponsor uses and shares personal information collected online through its website, please see the Privacy Policy of Sponsor located at <http://www.intrawest.com/privacy/index.htm>.

**14. USER GENERATED CONTENT.** In the event that the Contest Website does not contain "Terms and Conditions" (or similar terms) for the Contest Website addressing User Generated Content (as defined below), the following terms and conditions shall apply to Photo Entries and use of the Contest Website. In the event the Contest Website contains terms and conditions for the Contest Website addressing User Generated Content, such terms and conditions shall supersede the following to the extent addressed by the terms and conditions on the Contest Website.

Certain sections of Sponsor's websites ("Sites") allow you to submit or upload reviews, videos, photographs, or other content for viewing by the general public (collectively "User Generated Content").

You are responsible for User Generated Content. Any User Generated Content is the sole responsibility of the person who made such User Generated Content available on our Sites. Under no circumstances will we be liable in any way for any User Generated Content posted to our Sites. Such User Generated Content may be posted on or accessed through our Sites in our sole discretion.

Because we do not control the User Generated Content posted on our Sites, we cannot and do not warrant or guarantee the truthfulness, integrity, suitability, or quality of that User Generated Content. You also agree and understand that by accessing our Sites, you may encounter User Generated Content that you may consider to be objectionable. We have no responsibility for any User Generated Content, including without limitation any errors or omissions therein. We are not liable for any loss or damage of any kind you claim was incurred as a result of the use of any User Generated Content posted, e-mailed, transmitted or otherwise made available on our Sites, whether by us, individual users of the Sites, or our third party contractors or licensors.

You own User Generated Content you submit, but we may use it. If any User Generated Content is your original work, then you own the copyright in that work. We do not claim any copyrights in original works created and posted by individual visitors to our Sites. However, by uploading, posting, transmitting or otherwise making any User Generated Content available on or through this Site, you are granting us and our subsidiaries, affiliates, successors, assigns and designees, a nonexclusive, fully-paid, perpetual, irrevocable, worldwide, and royalty-free license (with the right to sublicense through unlimited levels of sublicensees) to use, copy, modify, distribute, publicly display and perform, publish, transmit, remove, retain, repurpose and commercialize that User Generated Content in any and all media or form of communication whether now existing or hereafter developed, without notification, compensation, or attribution to you, and without your consent, and the right to use the name that you submit in connection with such content, if we choose to do so.

Without limiting the generality of the foregoing grant of license, by posting User Generated Content on or through our Sites, you are granting us (and downstream users) permission to (i) display advertisements in connection with User Generated Content and to use User Generated Content for advertising and promotional purposes without compensating you in any way and (ii) to make User Generated Content available to the general public through our Sites and in any other manner, in or using any format or media or technology, now known or hereafter developed, without compensating you in any way.

We may disclose and/or remove User Generated Content. We reserve the right at all times to disclose any User Generated Content or information as is necessary to satisfy any law, regulation or governmental request. We also reserve the right, but do not assume the obligation, to remove any User Generated Content, in whole or in part, without notice and for any reason, including, without limitation, User Generated Content that is objectionable or in breach of these Terms and Conditions, in our sole discretion. In addition, we reserve the right, but do not assume the obligation, to terminate your access to and use of any of our Sites, or to censor, edit or block your transmissions thereto, in our sole discretion. You agree that the exercise of us of such discretion shall not convert or transform User Generated Content to Content owned or provided by us, and the user who made such User Generated Content available on the Sites will retain ownership thereof as described above.

Restrictions on User Generated Content. It is a condition of these Terms and Conditions that you do not:

- post or transmit any unlawful, threatening, abusive, harassing, libelous, defamatory, obscene, vulgar, pornographic, profane, misleading, racially disparaging, or indecent User Generated Content of any kind, including, without limitation, any transmission constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or foreign law;
- post or transmit any User Generated Content which violates or infringes upon the rights of others, including User Generated Content which violates the copyrights, trademark rights, privacy rights, publicity rights, trade secret rights, confidentiality rights, contract rights, or any other rights of any individual, living or deceased, or any legal entity;
- post or transmit any User Generated Content that contains the image, name or likeness of anyone other than yourself, unless (i) that person is at least eighteen years old and you have first obtained his/her express permission or (ii) that person is fewer than eighteen years old but you are his/her parent or legal guardian;

- post or transmit any User Generated Content soliciting any personal or private information from any individual;
- post or transmit any User Generated Content which contains a virus or other harmful component; or
- post or transmit any User Generated Content which contains advertising, promotions or marketing, or which otherwise has a commercial purpose.

By posting User Generated Content, you represent and warrant that (i) you own or otherwise control all of the rights to the User Generated Content you post and have the right to grant the license set forth in these Terms and Conditions; (ii) the User Generated Content you post is accurate, and (iii) you are at least eighteen years old and you have read and understood—and your User Generated Content fully complies with—these Terms and Conditions and applicable laws and will not cause injury to any person or entity.

**15. OFFICIAL RULES.** These Official Rules are available at <https://winterparkblog.wpengine.com/> or by sending a self-addressed stamped envelope to “#SeizetheJane - Rules Request”, c/o Intrawest/Winter Park Operations Corporation, PO Box 36, Winter Park, Colorado 80482. Vermont residents may omit return postage.

**16. WINNERS’ LIST.** To request a list of the Contest winners, send a self-addressed postage-stamped envelope to “SeizetheJane – Winner List Request”, c/o Intrawest/Winter Park Operations Corporation, PO Box 36, Winter Park, Colorado 80482. Requests must be received by February 30, 2017.