



Steamboat Dream Contest Summer 2014 Official Rules

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN.

1. SPONSOR. The Steamboat Dream Contest Summer 2014 (the "Contest") is sponsored by Steamboat Ski & Resort Corporation, 2305 Mt. Werner Circle, Steamboat Springs, CO 80487 ("Sponsor" or "SSRC").

2. ENTRY PERIOD. The Entry Period shall begin at 8:00 a.m. Mountain Time ("MT") on July 28, 2014, and shall end at 5:00 p.m. MT on August 25, 2014 ("Entry Period"). Sponsor's computer is the official timekeeper for each Contest.

3. ELIGIBILITY. The Contest is only open to current, active, summer season employees of Sponsor who, as of the entry date, are legal residents of the fifty (50) United States and the District of Columbia who are at least sixteen (16) years old. **The Contest is NOT open to former employees, winter season only employees, employee families, relatives or dependents or the general public** and is void outside the fifty (50) United States and the District of Columbia. 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; ENTRY REQUIREMENTS.

a. Entrants must upload video(s), photo(s) and/or text to Sponsor's Employee Lounge website, located at <http://employeelounge.steamboat.com/group/steamboat-dream-contest-summer-2014> (the "Contest Website") featuring reference to or support of at least one (1) bullet point from the SSRC Culture Guide, located at <http://api.ning.com/files/MOGlnOwPxernmq35df1mrtPJZfyQDc9h7-idVN0GzIweZgS4ZwuP2RKUXbKnsQ2DUsf9cS2-VlaYglVfTjcdseCy3FBDQXYH/CultureGuide.pdf> (each, an "Entry"). You must first log onto the Contest Website and request membership into the Steamboat Dream Contest Summer 2014 Group ("Group"), and, once membership is accepted, upload your Entry or Entries. You will be required to view the Official Rules to participate. Membership in the Group is free. You must be the rightful owner (or have authorized use) of the e-mail address identified with the applicable account. **LIMIT: one (1) Entry per category (video, photo and text) per person or address (physical or email).**

b. Entries must conform to the 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. **AN ENTRANT DOES NOT HAVE TO PURCHASE A LIFT TICKET OR ANYTHING ELSE FROM SPONSOR TO MAKE AN ENTRY. BY SUBMITTING AN ENTRY, ENTRANT ACKNOWLEDGES THAT HIS/HER ENTRY, NAME AND LIKENESS MAY BE POSTED ON THE CONTEST WEBSITE OR ON THE SPONSOR'S FACEBOOK PAGE OR ANY OTHER SOCIAL MEDIA FORUM IN THE SPONSOR'S DISCRETION AND THAT VIEWERS MAY BE INVITED TO COMMENT AND VOTE ON THE POSTED ENTRIES AND THAT COMMENTS AND VOTES MAY BE CONSIDERED BY SPONSOR'S JUDGING PANEL IN DETERMINING WHETHER AN ENTRANT WILL BE THE WINNER OF ANY PRIZE.**

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

i. It may only feature the entrant (*i.e.*, no other people may be featured in the 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 or videos 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;

ii. It must be a digital, video or text file or image of a size and format as will permit uploading to Employee Lounge;

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, an 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 Entry by Sponsor or any of its designees; and

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

Additionally, Entries are subject to the Contest Website's terms and conditions regarding user generated content.

d. Without limiting the generality of 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 or Entries and related 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 Entry or related 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 Entry (or portions thereof) and 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 an 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. It is currently the intent of Sponsor to use winning or other Entries in creating the Winter Welcome presentation and the All Managers video, and by entering each Entrant irrevocably consents to such use, and to any edits made by Sponsor, provided there is no assurance that an Entry will be used in either or both of these presentations, regardless of whether an Entry is a winning Entry, as such use is in Sponsor's sole discretion.

e. Each Entry and all Entry materials must be received by Sponsor during the Entry Period. Failure to submit all required information and submissions in the manner required in these Official Rules may result in disqualification. ENTRY MATERIALS WILL NOT BE ACKNOWLEDGED OR RETURNED, AND, IN FACT, MAY BE DESTROYED. DO NOT SUBMIT ANY IRREPLACEABLE OR ONE-OF-A-KIND MATERIALS. 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 Entries received during the Entry Period will be judged and scored by a judging panel appointed by Sponsor from its Service Excellence Committee which will judge the Entries in accordance with the

following judging criteria (“Judging Criteria”): Originality and creativity, quality of content, overall appeal and how it supports or describes the entrant’s experience of living one or more of the bullet points in the SSRC Culture Guide.

b. The potential prize winner(s) will be announced at the Sponsor’s End of Summer Staff Party (date TBD) but winner need not be present to win. The potential winner(s) must comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. In order to claim a prize, the potential winner will be required to execute and return to Sponsor a notarized Affidavit of Eligibility, a Liability Release and, except where prohibited by law, a Publicity Release (an “Affidavit/Release”), and any other form(s) required by Sponsor, all in the form(s) provided by Sponsor. The Affidavit/Release 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 seventy-two (72) hours of the first attempt to contact him/her, or if the potential winner fails to return the Affidavit/Release or other forms within the specified time, or if the potential winner or his/her Entry(ies) 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 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 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. PRIZES.

a. Subject to the terms and conditions of these Official Rules, three (3) prizes will be awarded: (1) a first prize which consists of an SSRC Gift Card in the amount of \$200, having an approximate retail value (ARV) of \$200, (2) a second prize which consists of an SSRC Gift Card in the amount of \$125 (ARV \$125) and (3) a third prize which consists of a fifty (50) minute massage at the Steamboat Grand Spa (ARV \$115). Winners of one prize will not be eligible to win another prize. The ARV of all prizes to be awarded in the Contest is \$440.00. SSRC Gift Cards are redeemable only at Steamboat Ski & Resort Corporation owned and operated outlets, are not redeemable for cash except in the case of a remaining residual value of five dollars (\$5.00) or less, are non-transferable, and are subject to the terms and conditions governing same as specified on the cards and in SSRC policies and under applicable law.

b. A 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, which 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 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 winners' 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 Steamboat 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 Steamboat 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 Entry or entry material information or late, lost, stolen, unintelligible, illegible, damaged, mutilated, altered, incomplete, or misdirected Entries or entry materials, or 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 state court located in Routt County, Colorado or if it has jurisdiction a federal court in Denver, 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. OFFICIAL RULES. These Official Rules are available at **www.steamboat.com** or by sending a self-addressed stamped envelope to "Steamboat Dream Contest Summer 2014 - Rules Request", c/o Steamboat Ski & Resort Corporation, 2305 Mt. Werner Circle, Steamboat Springs, CO 80482, Attn: Rochelle Arnold.

15. WINNERS' LIST. To request a list of the Contest winners, send a self-addressed postage-stamped envelope to "Steamboat Dream Contest Summer 2014 – Winner List Request", c/o Steamboat Ski & Resort Corporation, 2305 Mt. Werner Circle, Steamboat Springs, CO 80482, Attn: Rochelle Arnold. Requests must be received by September 20, 2014.