ALPINE SHOP'S "\$100 Gift Certificate" SWEEPSTAKES RULES

Eligibility: No purchase necessary to enter or win prize. ALPINE SHOP'S "\$100 Gift Certificate" Sweepstakes (the "Sweepstakes") is open to all legal residents of the U.S. and Canada who are at least 15 years of age or older at the time of entry, except employees of Alpine Tracks, Inc. and the immediate families or household members of each. The Contest is subject to all applicable federal, state and local laws and regulations. Void where prohibited or restricted by law or regulations.

1.Official Sweepstakes Rules / How To Enter: The Contest begins at 12:01 AM, Eastern Time ("ET") on December 2, 2021 and ends at 11:59 PM ET on December 31, 2021 ("the Sweepstakes Period"). Any entries received after the Sweepstakes Period will not be considered. Enter online at <u>www.alpineshopvt.com</u> (the "Website") by completing online entry form. Entrant will be required to provide your name; address; daytime phone number; and age. You must enter a valid e-mail address and it must be your own e-mail address. No purchase is required and purchases will not increase your chance of winning. Entering more than once per person is prohibited and does not increase your chances of winning. Odds of winning will depend on the total number of entries received. Entries become the sole property of Alpine Tracks, Inc. ("Sponsor") and will not be acknowledged or returned. Information collected from entrant on the online entry form may be used by Sponsor (including entrants receiving e-mail announcements and special offers from Sponsors). If you opt out of email messages from Sponsor it will not decrease your chances of winning. Failure to comply with these instructions, fill in all of the required fields, or abide by these "Official Sweepstakes Rules" will result in disqualification. Limit one (1) registration per person regardless of method of entry. 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 Alpine Tracks, Inc. which shall be final and binding in all respects.

Illegible and/or incomplete entries and entries submitted by entrants who do not meet the eligibility requirements (including all requirements with respect to residence) are void. Sponsors and its agents are not responsible for lost, late, or misdirected entries, for technical, hardware or software failures of any kind, for lost or unavailable network connections, or for failed, incomplete, garbled or delayed computer transmissions or any human error which may occur in the receipt or processing of the entries. Proof of entering information at Website does not constitute proof of delivery or receipt. Sponsor reserves the right to modify the scheduling of the Sweepstakes without prior notification. Use of computer programs, macro, programmed, robotic, automatic and other similar means to enter the Sweepstakes is prohibited and may result in the disqualification of the entrant. In the event of a dispute regarding the identity of the person submitting an entry, the entry will be deemed to be submitted by the person in whose name the email account is registered on the date the entry is submitted. The Website's database clock will be the official time keeper for this Sweepstakes. In the event a dispute regarding the identity of the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible.

2. **YOUR PRIVACY**. Sponsor won't sell your e-mail address to others. Entries are treated pursuant to our Privacy Policy. See our Privacy Policy at: *http://www.alpineshopvt.com/alpineshop-privacy-policy.html*

3. **THE DRAWING**. One (1) potential winner will be selected in a random drawing from all eligible entries received during the sweepstakes period. The drawing will be conducted at a commercially reasonable time after the close of the entry period by Alpine Tracks Inc, the judge of the Sweepstakes, whose decisions are final and binding on all matters relating to the Sweepstakes. Entrants need not be present to win. Alpine Tracks Inc. will announce the winners at a time that is commercially reasonable thereafter. The winner will be notified using the contact information provided at the time of entry. If a dispute arises over entitlement to a Prize (as defined below), the winner is the person to whom the e-mail account was assigned by the appropriate agency, internet service provider, business, or organization. Each winner must provide a valid, government-issued form of identification that matches the name under which the winner entered. If any Prize, Prize notification or Sweepstakes-related communication is lost, rejected, faulty, or returned as undeliverable or if a winner cannot be reached after a reasonable attempt has been made by Sponsor (as determined by Alpine Tracks Inc. in its sole discretion), that winner will be disgualified and an alternate potential winner will be randomly selected. If any potential winner is found to be ineligible, or if he or she has not complied with these Official Sweepstakes Rules or declines the Prize for any reason prior to award, such potential winner will be disqualified and an alternate potential winner may be selected. If, for any reason, more bona fide winners come forward seeking to claim the Prize set forth in these Official Sweepstakes Rules, the winners, or remaining winners, as the case may be, of the advertised Prize may be selected in a random drawing from among all persons making purportedly valid claims for such Prize(s). Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances.

4. **THE PRIZE**. Sponsor will award one grand prize to consist of: a \$100 Gift Certificate valid for purchases at Alpine Shop (1184 Williston Road. South Burlington, VT. Or online @ AlpineShopVT.com

No special orders of any kind will be allowed. Estimated ARV of prize to be awarded in this Sweepstakes: \$100 depending on product selected. The stated ARV of the Prizes is based on available information provided to Sponsor. The Prize winner will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the Prize they receive. No cash redemption or Prize substitution allowed, except by the Sponsor. The Grand Prize is non-transferable and will only be awarded to the winner of the Sweepstakes. Each entry will have an equal chance of winning. There is only one winner. Winner agrees to accept the Prize "as is", and entrants hereby acknowledge that Sponsors have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the Prize, including, without limitation, to the Prize's quality, merchantability or fitness for a particular purpose or express warranties (if any) provided

exclusively by a supplier that are sent along with the Prize. Sponsor will not replace any lost or stolen Prizes.

5. **CONDITIONS OF PARTICIPATION**. The Prize winner may be required to complete and return a declaration of eligibility, release of liability and a publicity release before receiving the Prize. The winner is responsible for paying all federal, state and/or local taxes, and for any other fees, costs or expenses associated with the Prize they receive. Accepting a Prize constitutes permission to use the winner's name, city, state, and likeness (including his/her voice, biographical information, city and state of residence, statements, video, likeness and/or photograph(s)) for advertising and promotional purposes without compensation or notice to the extent permitted by law.

ELIGIBILITY/GENERAL RULES. This Sweepstakes is only open to natural persons 6. who are legal residents and physically located in one (1) of the fifty (50) United States or the District of Columbia or Canada. Employees of Sponsor and their immediate family members (defined for these purposes as including spouses, parents, step-parents, children, step-children, siblings, step- siblings, and each of their respective spouses), and/or those living in the same household of each (whether legally related or not) are not eligible to enter or win. Void where prohibited by law. All federal, state and local laws and regulations apply. By entering and participating, entrant agrees to hold harmless, defend and indemnify the Sponsor (Alpine Tracks, Inc) from and against any and all claims, demands, liability, damages or causes of action (however named or described), losses, costs or expenses, with respect to or arising out of or related to (i) entrant's participation in the Sweepstakes, or (ii) entrant's participation in any Prize-related activities (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)). The Sponsor is not responsible for: (i) typographical errors and for misdirected or incomplete entries, (ii) for problems with telephone lines, computer systems or equipment, failure of e-mail, or (iii) problems with the Internet or entrant's connection to it. If in their sole discretion, Alpine Tracks, Inc. finds actual or suspected tampering with the promotion, or automated entries, or technical difficulties that affect an entry or the promotion, Alpine Tracks, Inc. reserves the right to void any entries and/or to change the promotion. If for any reason the Sweepstakes is not capable of running as planned, including infection due to computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure, human error or any other causes beyond the control of Sponsor that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, Alpine Tracks, Inc. reserve the right to disqualify any individual it finds who tampers with the entry process, operation of the Sweepstakes or Website, and to cancel, terminate, modify, or suspend the Sweepstakes without notice and to select the winner from all eligible entries received prior to the cancellation or termination. The sponsor assumes no responsibility for any error, omission, interruption, deletion, defect or delay in operation or transmission, communications line failure, problems or technical malfunctions of any computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor on account of human error, technical problems or traffic congestion on the Internet or at any Website, theft or

destruction, or unauthorized access to, or tampering with or hacking of Website, any combination thereof, or otherwise, including any injury or damage to any entrant's or any other person's computer related to or resulting from participation in the Sweepstakes. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY ALTER OR DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATIONS OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, ALPINE TRACKS, INC. RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

7. **GOVERNING LAW/JURISDICTION**. The Sweepstakes and these Official Sweepstakes Rules are governed by and shall be construed in accordance with the substantive laws of the State of Vermont (as distinguished from the choice of law rules) and the United States of America applicable to contracts made and performed entirely in Vermont and where the relevant contacts are with such state. All applicable federal, state, and local laws and regulations apply. By entering, entrants consent to the jurisdiction and venue of the federal, state and local courts located in Vermont. Except where prohibited, as a condition of participating in this Sweepstakes, each entrant agrees that any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, the Prize awarded, or the determination of the winner shall be resolved individually, without resort to any form of class action. Further, in any such dispute, under no circumstances will an entrant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than entrant's actual out-pocket expenses, and entrant further waives all rights to have damages multiplied or increased.

8. **WINNER INFORMATION**. For the names of the Prize winner, send a self-addressed, stamped envelope to Alpine Tracks, Inc., "FREE SKIS OR SNOWBOARD GIVEAWAY" Sweepstakes, Attn: Marketing Manager, 1184 Williston Rd, South Burlington VT 05403. Requests must be received no later than 60 days after the close of the Sweepstakes Period.

9. **SPONSOR**. Alpine Tracks, Inc. 1184 Williston Rd, South Burlington, VT 05403. Alpine Tracks, Inc., solely reserves the right to change or cancel the promotion at any time.