

**DEER VALLEY RESORT COMPANY, LLC**  
**“Cash Cat Contest 2024”**  
**OFFICIAL RULES**

**NO PURCHASE IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE WILL NOT INCREASE OR IMPROVE YOUR CHANCES OF WINNING.**

**1. SPONSOR.** The “Cash Cat Contest 2024” (the “**Contest**”) is sponsored by Deer Valley Resort Company, LLC, 2250 Deer Valley Drive South, Park City, UT 84060 (“**Sponsor**”). None of the prize providers (including Jans Ltd. and Rossignol) (collectively, the “**Prize Providers**”) are sponsors or administrators of the Contest, the Contest is in no way endorsed by any of them, and they shall have no responsibility or liability with respect to the Contest.

**2. ENTRY PERIODS.** There will be three (3) entry periods for the Contest as follows: (i) **Week One Entry Period**: Saturday, January 13, 2024 from 12:00pm Mountain Time (“**MT**”) through Saturday, January 13, 2024 at 2:00pm MT; (ii) **Week Two Entry Period**: Saturday, January 20, 2024 from 12:00pm MT through Saturday, January 20, 2024 at 2:00pm MT; and (iii) **Week Three Entry Period**: Saturday, January 27, 2024 from 12:00pm MT through Saturday, January 27, 2024 at 2:00pm MT (each individually, a “**Weekly Entry Period**” and collectively, the “**Entry Period**”). Sponsor’s computer is the official timekeeper for the Contest. **Entries received other than during the Entry Period, and duplicate entries, will be determined ineligible and will be discarded.**

**3. ELIGIBILITY.** The Contest is only open to entrants who, as of the date of entry, are legal residents of the fifty (50) United States and the District of Columbia and are at least eighteen (18) years of age or older. The Contest is void where prohibited or restricted by law. Employees, officers and directors of Sponsor, Alterra Mountain Company, the Prize Providers, and each of 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 or director, are not eligible to enter or participate. 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 District of Columbia at the time they enter.

**4. HOW TO ENTER.** There is only one (1) way to enter the Contest:

During a Weekly Entry Period, do the following: (a) visit Silver Lake Beach at Deer Valley Resort (the “**Entry Site**”), (b) visit Sponsor’s “Cash Cat” snowcat located at the Entry Site, (c) check in with Sponsor’s staff at the “Cash Cat” and provide the requested information (including full name, age and email address), and (d) correctly answer eight (8) out of ten (10) questions designed to test your knowledge of ski safety (the “**Ski Safety Questions**”) posed by Sponsor while inside the “Cash Cat”. When all required steps of the entry process are complete, you will automatically be eligible to earn one (1) entry in the applicable Prize Drawing (as defined below). An entrant must be the rightful owner (or have authorized use) of the email address identified with the participant’s entry. PURCHASE OF A LIFT TICKET OR SEASON PASS IS NOT REQUIRED TO

ACCESS THE ENTRY SITE OR ENTER THE CONTEST BUT IS REQUIRED TO ACCESS THE LIFTS AT DEER VALLEY RESORT.

**5. FOR ALL ENTRIES. LIMIT: One (1) entry per person in the Contest.** Sponsor will not be responsible for incomplete, lost, late, misdirected or illegible registration or failure to receive entry. Any entry 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. Proof of submission will not be deemed proof of receipt of entry by Sponsor. All entrants and entries are subject to verification prior to the awarding of a prize, as are the eligibility, age and other claims of/information provided by a potential prize winner. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Entrants will cooperate with Sponsor and its representatives in connection with any and all verification activities. All entries that are incomplete, illegible, damaged, irregular, have been submitted through illicit means, or do not conform to or satisfy any condition of the Official Rules (defined below) may be disqualified by 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 (“**Official Rules**”) and the decisions of Sponsor (including, without limitation, decisions regarding eligibility of entries, the selection of entrants and the winner, and the awarding of prizes), which are final and binding in all respects. Entrants and winner must comply with all terms and conditions of these Official Rules, and participation and winning is contingent upon fulfilling all requirements.

**7. WEEKLY PRIZE DRAWINGS; ODDS; NOTIFICATION.**

**a. Weekly Prize Drawings.** There are three (3) prize drawings in the Contest (each, a “**Prize Drawing**”). Following the close of the Weekly Entry Period (at a time to be determined in Sponsor’s sole discretion) on each of (i) Saturday, January 13, 2024 ; (ii) Saturday, January 20, 2024 ; and (iii) Saturday, January 27, 2024 , Sponsor will randomly select either two (2) or three (3) entrants from all qualified entries received by Sponsor during the applicable Weekly Entry Period. The odds of winning a Prize for each Prize Drawing dependent upon the number of eligible entries received during the applicable Weekly Entry Period. Each potential winner selected must comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements set forth herein.

**b. Notification.** Potential winners will be notified by email on each of (i) Saturday, January 13, 2024; (ii) Saturday, January 20, 2024; and (iii) Saturday, January 27, 2024. The potential winners may 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 (collective, an “**Affidavit/Release**”) in the form(s) provided by Sponsor in order to claim a prize. The Affidavit/Release must be returned to Sponsor by the date and/or time indicated within the Affidavit/Release. If a potential winner cannot be contacted within seventy-two (72) hours of the first attempt to contact him/her, or if a potential winner fails to return the Affidavit/Release within the specified time, or if any prize or prize notification is returned as undeliverable, or if a

potential winner is found to be ineligible, or if a potential winner does not comply with these Official Rules, then such potential winner may be disqualified and an alternate potential winner selected by Sponsor in his/her place at random from among all eligible non-winning entries received by Sponsor for the Contest. In such event, an alternate potential prize winner will be notified as described above and will be required to return the required documents to Sponsor as described above; provided, however, Sponsor may alter the above timing to meet its Contest schedule. Sponsor is not responsible for the failure of a potential winner to receive the required documents for any reason, or for the inability of such potential winner to return the required documents for any reason. 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.

**8. PRIZES; PRIZE REDEMPTION.** Subject to the terms and conditions of these Official Rules, between six (6) and nine (9) prizes will be awarded in this Contest, either two (2) or three (3) per Weekly Entry Period (as determined in Sponsor's sole discretion). Each prize consists of and is limited to one (1) of the prizes set forth below (to be selected and awarded by Sponsor in its sole discretion) (each, a "**Prize**" and collectively, the "**Prizes**").

- Rossignol ski poles and gloves – the approximate retail value ("**ARV**") of each pair of Rossignol ski poles or gloves is \$60-80USD;
- Jans gift cards – the ARV of each Jans gift card is \$50 USD;
- 2-hour snowmobile tour at Deer Valley Resort – the ARV of each snowmobile tour is \$69-\$239, depending upon the type of tour (passenger or driver); and
- 1-day Deer Valley Resort lift ticket – the ARV of each lift ticket is \$249-299 USD; and
- assorted stickers.

The aggregate ARV of all Prizes to be awarded in the Contest is dependent upon the number of winners and the Prizes awarded. If the actual retail value is greater than the ARV stated in these Official Rules, the difference will not be awarded in cash or credit. Each Prize is non-transferable, non-assignable, nonnegotiable, and not redeemable for cash or credit, except as otherwise provided in these Official Rules. Each Prize must be accepted as awarded. To the fullest extent permitted by applicable law, each Prize is awarded "AS IS" with no warranty, condition, 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 OR CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE AND WINNER ASSUMES ANY AND ALL RISKS OF USING A PRIZE, INCLUDING PERSONAL INJURY OR DEATH. 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 comparable or greater value (including cash) if a Prize (or a component thereof) is not available for any reason as determined by Sponsor in its sole discretion. Unused components of a Prize shall be forfeited and have no redeemable cash value. Winner is solely and fully responsible for any and all costs, fees, taxes, assessments and expenses associated with Prize award, redemption, receipt and use not specified in the Prize description above, including, without limitation, all international, federal,

state, and local taxes on the Prize. Winner waives the right to assert as a cost of winning a prize any and all costs of verification and redemption. Non-compliance with any of the foregoing and any other condition of this Contest may result in disqualification and forfeiture of Prize, in which case, no consideration will be awarded.

**9. PUBLICITY.** Except where prohibited by law, acceptance of a prize constitutes winner's consent to Sponsor's (and its successors' and assigns') use of winner's name, biography, likeness, voice, photographs, video, opinions, statements, hometown and state for promotional purposes in any manner or media (including, without limitation, online), worldwide, in perpetuity, and without further payment, consideration, notice, review or consent.

**10. 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 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 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 (but does not have the obligation) in its sole discretion to award Prizes at random from among eligible, non-suspect entries received up to the time of 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 this Contest may be 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.

**11. RELEASE.** By entering, each entrant forever and irrevocably releases and holds harmless Sponsor, Alterra Mountain Company, and each of their subsidiaries and affiliates, and their respective agents, advertising and promotion agencies, affiliates, Contest partners and prize suppliers (including Jans Ltd. and Rossignol), and all of their respective employees, officers, directors, shareholders and agents (collectively, the "**Released Parties**") from and against all claims, damages or liabilities arising in whole or in part, directly or indirectly, from entrant's participation and/or entry in the Contest and/or entrant's award, receipt or use of any prize awarded in the Contest.

**12. LIMITATIONS OF LIABILITY.** Sponsor is not responsible for: (a) incorrect or inaccurate transcription of entry information or late, lost, stolen, unintelligible, illegible, damaged, mutilated, altered, incomplete, or misdirected entries or entries 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 receipt or use of any prize, or from viewing, playing or downloading any material 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 websites by a hypertext link.

**13. DISPUTES.** Each entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Contest or the prize awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in state or federal courts located in Summit County, Utah; entrant submits to sole and exclusive personal jurisdiction to said courts in the State of Utah 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 in connection with entering this Contest but in no event legal or 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 costs, 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 Utah, without giving effect to any choice of law or conflict of law rules of provisions (whether of the State of Utah, the United States, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Utah.

**14. PRIVACY/DATA COLLECTION.** By entering the Contest, entrants consent to the collection, use and disclosure of their personal information solely for the purposes of administering the Contest, in accordance with applicable law. Sponsor may share your personal information with third parties who need access to this information to perform services on Sponsor's behalf, in accordance with applicable law. 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 <https://www.alterramtnco.com/privacy-policy/>.

**15. OFFICIAL RULES.** These Official Rules are available at the Entry Site or by sending a self-addressed postage-stamped envelope to "Cash Cat Contest 2024 – Rules Request" c/o Deer Valley Resort Company, LLC, 2250 Deer Valley Drive South, Park City, UT 84060, Attn: Ryan Mayfield. Vermont residents may omit return postage.

**16. WINNER'S LIST.** To request a list of the Contest winners, send a self-addressed postage-stamped envelope to "Cash Cat Contest 2024 – Rules Request" c/o Deer Valley Resort Company,

LLC, 2250 Deer Valley Drive South, Park City, UT 84060, Attn: Ryan Mayfield. Requests must be received by March 27, 2024.