

# Deer Valley Resort Company, LLC

## “Nokian Green Tire Giveaway” 2026

### Official Rules

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

**1. SPONSOR.** The Deer Valley Resort “Nokian Green Tire Giveaway” 2026 (the “**Contest**”) is sponsored by Deer Valley Resort Company, LLC (“**Sponsor**”) and the address at which Sponsor may be contacted is Deer Valley Resort Company, LLC, 2250 Deer Valley Drive South, Park City, UT 84060. Neither Nokian Tyres USA (“**Nokian**”), nor Instagram are a sponsor or administrator of the Contest, the Contest is in no way endorsed by either of them, and neither shall have any responsibility or liability with respect to the Contest.

**2. THEME.** The Contest is a clue driven scavenger hunt to take place at Deer Valley Resort (the “**Resort**”).

**3. ENTRY PERIOD.** The Entry Period shall begin at approximately 9:00am Mountain Time (“**MT**”) on Saturday, January 31, 2026 and shall end on Saturday, January 31, 2026 when the Prize Envelope (as defined below) is found or at 4:30pm MT, whichever occurs first (the “**Entry Period**”). **Entries received other than during the Entry Period, and duplicate entries, will be determined ineligible and will be discarded.** Sponsor’s computer is the official timekeeper for the Contest.

**4. ELIGIBILITY.** The Contest is only open to entrants who, as of the entry date, are permanent legal residents of the fifty (50) United States (excluding Rhode Island) or the District of Columbia, who are at least eighteen (18) years of age or older and who have reached the age of majority in the state in which they reside. The Contest is void outside the United States or the District of Columbia and where prohibited or restricted by law (including in Rhode Island). Employees, officers and directors of Sponsor, Alterra Mountain Company, Nokian Tyres USA 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, are not eligible to win a prize. 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.

#### **5. HOW TO ENTER; SAFETY; CONDUCT REQUIREMENTS.**

**a. How to Enter.** There is only one (1) way to enter the Contest. During the Entry Period, entrants must (i) visit the Resort and (ii) if not already downloaded, (A) download the Instagram App (the “**App**”) available from the App Store or Google Play, (B) accept the terms and conditions associated with the App, and (C) create a user account. Beginning at approximately 9:00am MT during the Entry Period, Sponsor will post up to five (5) clues on Sponsor’s Instagram Stories (each, a “**Clue**” and collectively, the “**Clues**”). Each Clue will correspond to a location on open, designated skiable terrain that is accessible during normal Resort operations (each a “**Location**”). No Clue or Location will require entrants to ski, ride, hike, or travel outside open terrain, closed areas, or marked boundaries.

**b. Safety; Conduct Requirements.** Entrants must at all times comply with (i) all posted Resort rules and signage, including the Skier’s Responsibility Code; (ii) all closures, weather advisories, and ski patrol instructions; and (iii) all applicable laws and regulations. Running, reckless skiing/riding, traversing closed terrain, ignoring closures, obstructing trails, impeding other guests, or any other unsafe or discourteous conduct is prohibited and may result in in disqualification, in Sponsor’s sole discretion.

#### **6. WINNER DETERMINATION AND ODDS; VERIFICATION AND DISQUALIFICATION.**

**a. Winner Determination.** The potential winner of the Prize will be the first eligible entrant to (i) locate the Green Tire prize envelope (the “**Prize Envelope**”) at the final Location and (ii) successfully initiate contact with Sponsor’s designated representative in strict accordance with the instructions contained inside the Prize Envelope, as time-stamped and recorded by Sponsor, no later than 4:30 p.m. MT on the date of the Entry Period. For avoidance of doubt, merely locating the Prize Envelope does not constitute winning. The Prize will be awarded only

to the single eligible entrant whose compliant contact with Sponsor is first verified and confirmed by Sponsor. In the event that two (2) or more entrants claim to have located the Prize Envelope at or near the same time, Sponsor's determination—based on time-stamped contact, verification, and compliance with these Official Rules—will be final and binding. The Prize Envelope (and any associated markers) must remain in place. Moving, damaging, concealing, removing, destroying, or otherwise tampering with the Prize Envelope, Clues, or Location markers is strictly prohibited and result in disqualification. Use of drones, motorized transport (other than Resort-operated conveyances), or tools/equipment beyond customary personal ski/snowboard gear to gain an advantage is prohibited and grounds for disqualification. If Sponsor determines the Prize Envelope has been tampered with, is missing, or cannot be safely accessed, Sponsor may relocate, replace, modify, or cancel the activation and will determine the winner, if any, in its sole discretion based on available records. Odds of winning depend on the number of eligible participants and the timing of participation.

**b. Verification and Disqualification.** Winner verification is required. The potential winner must timely comply with all verification request and safety instructions issued by Sponsor. Failure to timely comply, inability to verify eligibility, unsafe behavior, or violation of Resort rules may result in disqualification, in Sponsor's sole discretion. Once an eligible entrant has been verified and confirmed by Sponsor as the winner, Sponsor will provide the winner with the appropriate Nokian contact information and redemption instructions necessary to redeem the Prize. After the winner has been verified and confirmed, Sponsor will post a notification on Instagram Stories indicating that the Entry Period has ended.

**c. 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 NOT REQUIRED TO ENTER THE CONTEST BUT IS REQUIRED TO ACCESS THE LIFTS AT THE RESORT.**

**6. AGREEMENT TO OFFICIAL RULES AND DECISIONS.** The Contest will be run in accordance with these Official Rules, subject to amendment by Sponsor (the "**Official Rules**"). By participating in the Contest, each entrant fully and unconditionally agrees to be bound by and accepts these Official Rules and the records and decisions of Sponsor (including, without limitation, decisions regarding timing, eligibility of entries, the eligibility of winners, verification, safety, tampering, winner determination, and the awarding of prize), 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. PRIZE.**

**a.** Subject to the terms and conditions of these Official Rules, one (1) prize will be awarded in this Contest. The prize will consist of and be limited to: a voucher valid for one (1) set of four (4) Nokian passenger or light truck tires purchased directly from available stock at Nokian (the "**Prize**"). Costs for installation are the responsibility of the winner. Voucher must be redeemed by April 30, 2026. The approximate retail value ("**ARV**") of the Prize is \$1000 USD. If actual ARV is less than the stated ARV in these Official Rules, the difference will not be awarded in cash or other consideration.

**b.** The 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. PRIZE REDEMPTION.**

**a.** The potential winner must comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. If a potential winner is found to be ineligible, or if the potential winner does not comply with the Official Rules, then the potential winner may be disqualified. 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.

**b.** In order to claim the Prize, the potential winner will be required to execute and return to Sponsor a signed 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 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 or other forms within the specified time, or if a potential winner or his/her entry is found to be ineligible, or if a potential winner does not comply with the 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 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. The 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.

**9. PUBLICITY.** Except where prohibited by law, participation in the Contest constitutes entrants’ and winner’s consent for Sponsor 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.

**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 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 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.

**11. RELEASE.** By participating in the Contest, each entrant forever and irrevocably RELEASES, DISCHARGES, INDEMNIFIES AND HOLDS HARMLESS, Sponsor, Alterra Mountain Company, Nokian, Instagram and their respective 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 entries and/or participation in the Contest (including, without limitation, by participating in any activities at the 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 at 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 11, shall be binding upon each entrant, and his/her successors, assignees, subrogors, insurers, heirs, next of kin, executors, representatives, and legal and personal representatives.

**12. LIMITATIONS OF LIABILITY.** The Releasees are not responsible for: (a) incorrect or inaccurate transcription of entry information or late, lost, stolen, unintelligible, illegible, damaged, mutilated, altered, incomplete, or misdirected or postage due 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.

**13. 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 Salt Lake City, 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, 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 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. DATA COLLECTION/PRIVACY.** 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.alterramtnc.com/privacy-policy/>.

**15. OFFICIAL RULES.** These Official Rules are available at <https://www.deervalley.com/things-to-do/events/nokian-tyres-scavenger-hunt> or by sending a self-addressed postage-stamped envelope to "Deer Valley Resort/Nokian Green Tire Giveaway 2026 – Rules Request" c/o Deer Valley Resort Company, LLC, 2250 Deer Valley Drive South, Park City, UT 84060, Attn: Devan Egan. 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 "Deer Valley Resort/Nokian Green Tire Giveaway 2026 – Winner List Request", c/o Deer Valley Resort Company, LLC, 2250 Deer Valley Drive South, Park City, UT 84060, Attn: Devan Egan. Requests must be received by March 31, 2026.