

Lodge at Breckenridge – Bark Ambassador 2019

OFFICIAL RULES

NO PURCHASE/RAFFLE NECESSARY TO PLAY OR WIN A PRIZE. A PURCHASE/RAFFLE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE OTHERWISE PROHIBITED BY LAW.

- 1. ELIGIBILITY:** Raffle open to legal U.S. residents 21 years of age or older. Employees of The Lodge at Breckenridge (“Sponsor”), Guest Services Inc, and each of its/their respective affiliates, officers, directors, agents, parent companies, subsidiaries, locations, personnel, advertising and promotional agencies or persons or entities engaged in the development, production or distribution of materials, the immediate family (spouse, parents, siblings and children, regardless of where they live) or members of the households of such employees and directors (whether or not related) are not eligible.
- 2. TO ENTER:** This promotion begins at Midnight local time in Breckenridge, Colorado on May 1, 2019 and ends at Midnight local time in Breckenridge, Colorado on May 31, 2019. To enter, submit your photo into The Lodge at Breckenridge’s Woobox contest. The winner will be chosen by who receives the most votes.
- 2. SUBMISSION REQUIREMENTS:** BY SUBMITTING AN ENTRY, YOU AGREE THAT THE POST (AND EACH INDIVIDUAL COMPONENT THEREOF – INCLUDING, WITHOUT LIMITATION, THE PHOTO) COMPLIES WITH ALL CONDITIONS STATED IN THESE RULES. THE RELEASED PARTIES WILL BEAR NO LIABILITY WHATSOEVER REGARDING THE USE OF YOUR ENTRY OR ANY COMPONENT THEREOF – INCLUDING, WITHOUT LIMITATION, THE PHOTO. THE RELEASED PARTIES SHALL BE HELD HARMLESS BY YOU IN THE EVENT IT IS SUBSEQUENTLY DISCOVERED THAT YOU HAVE DEPARTED FROM OR NOT FULLY COMPLIED WITH ANY OF THESE RULES AND/OR THE FACEBOOK RULES. By participating in the Contest, each entrant hereby warrants and represents that any Post he/ she submits: 1. is original to him/her; 2. does not violate any law, statute, ordinance or regulation; 3. is from a public account where the specific hashtags can be seen; 4. will not give rise to any claims whatsoever, including, without limitation, claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party; and 5. is not defamatory, trade libelous, pornographic or obscene, and further that it will not contain, depict, include, discuss or involve, without limitation, any of the following: nudity; alcohol/drug consumption or smoking; explicit or graphic sexual activity, or sexual innuendo; crude, vulgar or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual, religious or other groups (including, without limitation, any competitors of Sponsor); personal information of individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic); commercial messages, comparisons or solicitations for products or services other than products of Sponsor; any identifiable third party products, trade-marks, brands and/or logos, other than those of Sponsor); conduct or other activities in violation of these Rules; and/or any other comment that is or could be considered inappropriate, unsuitable or offensive, all as determined by the Sponsor in its sole and absolute discretion. The Sponsor reserves the right, in its sole and absolute discretion, at any time and for any reason to screen any Post(s). Any Post that the Sponsor deems, in its sole and absolute discretion, to violate the terms and conditions set forth in these Rules is subject to disqualification. The Sponsor reserves the right, in its sole and absolute discretion at any time and for any reason, to request an entrant to modify, edit and/or re-submit his or her Post in order to ensure that the Post complies with these Rules, or for any other reason. If such an action is necessary at any point during or after the Contest, then the Sponsor reserves the right, in its sole discretion, to take whatever

action it deems necessary based on the circumstances – including, without limitation, disqualifying the Post (and therefore the corresponding Entry and/or the associated entrant).

- 4. SPONSOR’S RIGHTS TO CONTENT:** By participating, you: (a) irrevocably grant The Lodge at Breckenridge, Sponsor, its agents, licensees, and assigns the worldwide, unconditional and perpetual (nonexclusive) right and permission to publish, post, and display, your photo/video/caption as-is or as-edited (with your name included to indicate photography credit) about their Bark Ambassador prize on its Facebook feeds, websites, email communications and blog without approval from you or any other party; (b) forever waive any rights of copyrights, trademark rights, privacy rights, and any other legal or moral rights that may preclude Sponsor’s use of your photo as outlined above, or require any further permission for Sponsor to use the photo; and (c) agree not to instigate, support, maintain, or authorize any action, claim, or lawsuit against Sponsor on the grounds that any use of the photo, or any derivative works, infringes any of your rights as creator of the photo, including, without limitation, copyrights, trademark rights, and moral rights.
- 5. SELECTION OF WINNER:** On or about June 7, 2019 at approximately Noon local time at The Lodge at Breckenridge in their sole discretion will review all eligible entries submitted through Facebook, Instagram, Instagram, and Woobox during the entire contest period, and randomly select one winner. The odds of being selected depend on the number of entries received. If Sponsor, in its sole discretion, deems that an entry does not comply with these Official Rules or is otherwise inappropriate to post, Sponsor may reject that entry and select another.
- 6. NOTIFICATION AND REQUIREMENTS OF POTENTIAL WINNER:** Sponsor will reach out directly to potential winner via direct message on Facebook within one week of choosing a winning entrant. Sponsor will then follow up with potential winner via email with instructions on how to claim the prize. Upon response from winner, Sponsor will announce potential winner via posts on The Lodge at Breckenridge’s social media accounts. If a potential winner does not respond and comply with the instructions in the initial Facebook direct message within three (3) days, he/she will forfeit the prize and Sponsor may award the prize to an alternate entrant. Only three (3) alternate entrants will be contacted. Except where prohibited, a potential winner may be required to complete and return an affidavit of eligibility and liability/publicity release. Winner must provide W9s to Sponsor in order to claim prize.
- 10. PRIZE:** One winner will receive a free one-night stay at The Lodge at Breckenridge provided advance reservations are made, and rooms are available on those nights. Winners are responsible for paying any applicable federal, state, local, income and withholding taxes, if any. In the event that any tax withholding is required by law for a prize, winners authorize Sponsor to make the corresponding deduction. Winners must provide Sponsor with W9. Any prize details not specified above will be determined by Sponsor, in its sole discretion. Winners may not transfer, assign or substitute a prize, except at the sole discretion of the Sponsor, who reserves the right to substitute a prize (or portion thereof) with one of comparable or greater value. Prize is awarded “as is” without any warranty or guarantee, either express or implied by Sponsor.
- 11. GENERAL CONDITIONS:** In the event that the operation, security, or administration of the Contest is impaired in any way, including, but not limited to fraud, virus, or other technical problem, Sponsor may, in its sole discretion, either: (a) suspend the Contest to address the impairment and then

resume the Contest in a manner that best conforms to the spirit of these Official Rules; or (b) award the prizes at random from among the eligible entries received up to the time of the impairment. Sponsor reserves the right in its sole discretion to disqualify any individual who tampers with the operation of the Contest, violates these Official Rules, or acts in an unsportsmanlike or disruptive manner. Sponsor reserves the right to seek damages from any person who seeks to undermine the legitimate operation of the Contest. Failure by Sponsor to enforce any term of these Official Rules shall not constitute a waiver of that provision. Proof of sending any communication to Sponsor by mail shall not be deemed proof of receipt of that communication by Sponsor. In the event of a dispute as to the owner of an entry, the authorized account holder of the Facebook account used to enter will be deemed to be the entrant. The Contest is subject to federal, state, and local laws and regulations and is void where prohibited.

12. RELEASE AND LIMITATIONS OF LIABILITY: By participating in the Contest, you agree to release and hold harmless Sponsor, its parent, subsidiaries, affiliates, and each of their respective officers, directors, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Contest or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Contest; (b) technical errors related to computers, servers, providers, or telephone, or network lines; (c) any errors on the Facebook platform that may prevent an entrant from entering or receiving direct messages; (d) printing errors; (e) lost, late, postage-due, misdirected, or undeliverable mail; (f) errors in the administration of the Contest or the processing of entries; or (g) injury or damage to persons or property 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. You further agree that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Contest, and in no event shall the Released Parties be liable for attorney's fees. You waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

13. DISPUTES: You agree that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Colorado. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of the 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 (whether of the State of Colorado, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Colorado.