



# THE REVELSTOKE WINTER GETAWAY CONTEST

## OFFICIAL CONTEST RULES

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**ELIGIBILITY:** Revelstoke Mountain Resort’s “**Winter Getaway Contest**” (the “**Contest**”) is open to residents of Canada (excluding Quebec) and the United States of America (excluding Florida and New York State), who have reached the age of majority in the province or state in which they reside at the date of entry. Employees, representatives and agents of Revelstoke Mountain Resort are not eligible to enter. Void where prohibited by law.

**SPONSOR:** The Sponsor of this Contest is Revelstoke Mountain Resort, with an address at 2950 Camozzi Road, Revelstoke, BC, V0E2S1, Canada.

**HOW TO ENTER:** No purchase necessary to enter or win. A purchase will not improve your chances of winning. The Contest will begin at 12:00:01 a.m. (Pacific Time) on November 21, 2022 and will end at 11:59:59 p.m. (Pacific Time) on December 31, 2023 (the “**Contest Period**”). To enter, go to the Official Entry section at [www.revelstokemountainresort.com/win](http://www.revelstokemountainresort.com/win) during the Contest Period, complete all required information on the ‘enter’ page and click ‘submit’. Once you’ve entered the contest, you may also qualify for a bonus contest entry by signing up or confirming your subscription to the Revelstoke Mountain Resort email marketing newsletter at [www.revelstokemountainresort.com/contact-us/newsletter-signup](http://www.revelstokemountainresort.com/contact-us/newsletter-signup). You may also enter by mailing an entry with your first and last name, date of birth, mailing address and phone number to Box 2460, Revelstoke, BC, V0E 2S1, Canada, Attention: Marketing Director.

**Participation is limited to one regular entry per person and one bonus entry per person (a maximum of two entries per person – one regular entry and one bonus entry).**

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 Rules (defined below) may be disqualified by Revelstoke Mountain Resort. Revelstoke Mountain Resort takes no responsibility for lost, stolen, delayed, damaged, misdirected, late or destroyed entries, or for typographical, production or other errors. Notably, Revelstoke Mountain Resort is not responsible for any errors or omissions in printing or advertising the Contest or in these Official Rules.

**PRIVACY:** By entering the Contest, entrants consent to the collection, use and disclosure of their personal information for the purposes of administering the Contest and for the purposes of understanding the needs and preferences of individuals or to develop, enhance, market and/or provide products and services, as more particularly described in the Revelstoke Mountain Resort privacy policy. Revelstoke Mountain Resort will collect, use and disclose such personal information in accordance with the Revelstoke Mountain Resort privacy policy, which can be found at <https://www.revelstokemountainresort.com/privacy-policy>.

**RULES:** The Contest will be run in accordance with these Official Rules (the “Rules”). Entrants must comply with the Rules, and will be deemed to have received and understood the Rules by participating in the Contest. Revelstoke Mountain Resort may, at their discretion, cancel, terminate, suspend and/or amend the Contest and the Rules where necessary. The terms of the Contest, as set out in the Rules, are not subject to amendment or counter-offer, except as set out herein. Revelstoke Mountain Resort's decisions with respect to the Contest are final and binding. If any provisions of the Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

**GRAND PRIZE DRAW:** A random draw by a representative of Revelstoke Mountain Resort will be held at 2950 Camozzi Road, Revelstoke, BC at 10:00:00 a.m. (Pacific Time) on January 2, 2023, from among all eligible entries received during the Contest Period in order to select one entrant for the Grand Prize. Entrants do not have to be present at the draw in order to qualify to win. The following Grand Prize is available to be won, subject to the conditions set out below:

## **Grand Prize:**

The Grand Prize is comprised of the following:

- Three (3) nights at the Sutton Place Hotel. Valid January 3, 2023 - April 30, 2024, with the exception of the following blackout dates: February 1-28, 2023, December 23 - January 2, 2024, February 1-29, 2024. Accommodation is subject to availability and at the discretion of The Sutton Place Hotel. Valued at up to \$2,100.
- Two (2) x Revelstoke Mountain Resort Three (3) Day Lift Tickets for winner plus guest. Valued at up to \$838.
- Two (2) First Tracks tickets for an early upload before the general public. Subject to availability. Valued at \$130.
- Two (2) High Performance Ski/Snowboard Rental Packages for three days. Valued at up to \$292.
- \$100 Gift Card for lunch, dinner or après at Rockford bar | grill. Valued at \$100.

## **Grand Prize Conditions:**

- All elements of the Grand Prize must be redeemed by the winner during one trip completed between January 2023 and April 2024, inclusively, subject to availability and operating dates. Dates are subject to change at discretion of Revelstoke Mountain Resort.
- The Sutton Place Hotel: Based on availability, accommodation will consist of three nights in a 1-Bedroom Suite. Either the winner or his/her guest must be at least 19 years old and must have a valid credit card. The winner will be responsible for all incremental

charges incurred during their stay. Depending on the specific accommodation unit selected, the grand prize winner may be entitled to invite guests, based on the maximum occupancy of the unit. These additional guests will not receive any of the other prize components and will be solely responsible for all costs associated with travel, transportation, food, activities, and taxes.

- All prize fulfilment arrangements must be co-ordinated with Revelstoke Mountain Resort.
- Winner of grand prize is responsible for all meals, travel and ground transportation, taxes, gratuities, activities, required passports or travel documents and any other expenses which are not explicitly stated in the Rules as being included in the prize.

Total approximate retail value of the Grand Prize is **\$3,460 CAD\*** plus applicable taxes. Any difference between stated approximate retail value and actual prize value will not be awarded. The above prize description constitutes the expected Grand Prize and all aspects thereof are subject to availability and subject to change. Certain components of the Grand Prize may not be available at time of prize fulfilment. Winner will be provided with additional details at time of prize fulfilment.

**ODDS:** The odds of winning the Grand Prize depend on the number of eligible entries received during the Contest Period.

**WINNING AND NOTIFICATION:** The entrant selected to win the Grand Prize will be notified by email and/or phone on January 2, 2023 at approximately 11:00:00 a.m. (PT). Before being declared a winner of a prize, a selected entrant who is a resident of Canada must correctly answer unaided a time-limited mathematical skill-testing question.

In the event that a selected entrant is not eligible to claim a prize or does not claim it within one (1) week of the notification, or is unwilling or unable to comply with the Rules, or any prize notification is returned as undeliverable, his/her entry will be disqualified and an additional entry

will be drawn from among remaining eligible entries received during the Contest Period (as applicable) until such time that the prize has been successfully awarded.

Winner is solely responsible for the reporting and payment of any applicable taxes on or associated with the acceptance and use of a prize. Winner may waive his/her right to receive a prize or any component thereof. **The Grand Prize and its respective components are non-transferable, non-exchangeable, and non-refundable, have no cash value and must be accepted by winner as awarded.** A prize will be forfeited if winner is not able to redeem it during the time period designated by Revelstoke Mountain Resort.

Entrants acknowledge that the Contest is sponsored by Revelstoke Mountain Resort. By entering the Contest, entrants acknowledge that they have read, understood and agreed to be bound by the Rules.

**RELEASE:** By entering the Contest, entrants acknowledge that they are releasing Revelstoke Mountain Resort, their respective directors, officers, employees, representatives, agents, affiliates, prize suppliers, advertising and promotion agencies (collectively, the “**Releasees**”) from any liability whatsoever for any claims, costs, injuries, losses, liability or damages of any kind arising out of or in connection with (i) participation in the Contest or any related activity, or (ii) the acceptance, possession, use or misuse of a prize or any component thereof, (including, without limitation, those related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light), to the extent permitted by law. By entering the Contest, entrants also agree to fully indemnify the Releasees and hold each of them harmless from any and all claims, costs, losses, liability or damages of any kind arising out of or in connection with (i) participation in the Contest or any related activity, or (ii) the acceptance, possession, use or misuse of a prize or any component thereof, by any third party.

Winner acknowledges that the Releasees are not responsible for: (a) any problems or technical malfunction of any telephone network or lines, computer online systems, servers, access providers, computer equipment, software, failure of any e-mail entry to be received by Revelstoke Mountain Resort on account of technical problems or traffic congestion on the

Internet or any website, or any combination thereof, including any injury or damage to an entrant's or any other person's computer, related to or resulting from playing or downloading materials in this promotion including the recording of game results; (b) any incomplete or inaccurate information, whether caused by the website users or by any equipment or programming associated with or utilized in the Contest, or by any technical or human error which may occur in the processing of entries; or (c) the theft, destruction or unauthorized access to, or alteration of, entries or the contest website. Revelstoke Mountain Resort reserves the right, in their sole discretion, to cancel, modify or suspend the Contest should a virus or bug or other cause beyond the reasonable control of Revelstoke Mountain Resort corrupt the security or proper administration of the Contest. Any attempt to deliberately damage any website or to undermine the legitimate operation of the Contest is a violation of criminal and civil laws, and should such an attempt be made, Revelstoke Mountain Resort reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution. Revelstoke Mountain Resort reserves the right to forbid the framing of any of the contents of the contest website and, in their sole discretion, to disqualify any individual who tampers with the entry process.

All entries become the property of Revelstoke Mountain Resort and will not be returned. If the identity of an online entrant is disputed, the authorized account holder of the e-mail address submitted at the time of entry will be deemed to be the entrant. The individual assigned to the e-mail address for the domain associated with the submitted e-mail address is considered the entrant. A selected entrant may be required to provide proof that he/she is the authorized account holder of the e-mail address associated with the selected entry. All entries must be submitted from a valid e-mail account that may be identified by reverse domain name search. The sole determinant of time for the purposes of receipt of a valid online entry in the Contest will be the server(s) of Revelstoke Mountain Resort.

**DISPUTES:** Except where prohibited, you agree that any and all disputes, claims and causes of action arising out of, or connected with, the Contest, any prize awarded or any use of any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the province of British Columbia, Canada to the extent permitted by law. 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 Revelstoke Mountain Resort in connection with the Contest, any prize awarded or any use of any prize awarded, shall be governed by, and construed in accordance with, the laws of the province of British Columbia, Canada, without giving effect to any choice of law or conflict of law rules that would cause the application of the laws of any jurisdiction other than the province of British Columbia, Canada.

\*NOTE: All prizes are quoted in Canadian currency (CAD).

**WINNERS' NAMES:** For the name of a winner of the Contest, please send a self-addressed, stamped envelope to Box 2460, Revelstoke, BC, V0E 2S1, Canada, Attention: Marketing Director.