

**“EPIC PASS FOR 2 LIVES” SWEEPSTAKES  
OFFICIAL RULES**

**NO PURCHASE NECESSARY.** NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. PURCHASE WILL NOT IMPROVE CHANCES OF WINNING.

**1. Eligibility.** No purchase or payment is required to enter or win the EPIC PASS FOR 2 LIVES Sweepstakes (the “Sweepstakes”). The Sweepstakes is open only to legal residents of the 50 United States or the District of Columbia (excluding U.S. territories, military installations and commonwealths) who are age 18 or older, who are not in the employment of The Vail Corporation or any of their respective affiliates, or subsidiaries, advertising, promotion and other coordinating agencies involved in this promotion or the household members or immediate family members (spouses, parents, step-parents, children, step-children, siblings) of any of the above. If a winner is under the age of majority in his or her state, the winner must have a parent or guardian accept their prize. Void outside the fifty United States and where prohibited by law.

**2. Entry.** There are two ways to enter the Sweepstakes:

a. **AUTOMATIC ENTRY.** You are automatically entered into the Sweepstakes if you purchase any one of the following 2012-2013 season passes before 11:59 p.m. Mountain Time on November 2, 2012 (the “Entry Deadline”): the Epic, the Epic Local, the Summit Value, the Epic 7-day, the Tahoe Local, the Tahoe Value, or the Kirkwood pass. In the event of a dispute as to the identity of an online purchaser, the authorized account holder of the email address used to purchase the pass will be deemed to be the entrant. Potential winners may be required to show proof of being the authorized account holder. The “authorized account holder” is the natural person assigned to an email address by an Internet service provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address. All entries will be deemed to have been made by the authorized account holder of the submitted email address. Submitting mass entries or entries generated by a script, macro or use of automated devices is prohibited and will result in disqualification.

b. **NO PURCHASE ENTRY.** You may enter the Sweepstakes by sending a postcard with your full legal name, address, and phone number to EPIC PASS FOR LIFE Sweepstakes, Vail Resorts Management Company, 390 Interlocken Crescent, Broomfield, CO 80021. All handwritten entries must be received before Entry Deadline.

**3. Limits on Entries.** Limit one entry per person. Sponsor is not responsible for incorrect or inaccurate transcription of entry information, for problems related to any of the equipment or programming associated with or utilized in the Sweepstakes, for any technical or human error which may occur in the processing of the entries, for any human error, for any interruption, deletion, omission, defect, or line failure of any telephone network or electronic transmission, for problems relating to computer equipment, software, inability to access any Web site or on-line service, for any other technical or non-technical error or malfunction or entries not received by the specified deadline for whatever reason. Illegible or incomplete entries will be disqualified. Entries become the property of Sponsor and will not be returned. By accepting a prize, a Prize Winner grants Sponsor permission for the use of his/her name and likeness for advertising and promotion purposes without additional compensation (except where prohibited). By entering this Sweepstakes and opting in online, entrants agree to have their entry information made available to Sponsor. This Sweepstakes is void where prohibited or restricted; and further cannot be entered where commercially-sponsored Sweepstakes or promotions such as this Sweepstakes are prohibited. All applicable federal, state, provincial, municipal and local laws and regulations apply.

**4. Grand Prize; Approximate Retail Value.** Sponsor will award one Grand Prize to the winner of the Drawing:

**GRAND PRIZE:** One Epic™ Season Ski Pass each year for the rest of the winner’s life, plus \$7,000.00; and one Epic™ Season Ski Pass each year for the rest of a friend or family member’s life.

**Approximate Retail Value:** The current single-season retail value of an Epic Season Ski Pass is **\$699.00**. The total retail value of the Grand Prize will vary depending on the winner’s age and will be determined following the Drawing. Sponsor will determine the total value of a lifetime of Epic Season Passes based on the winner’s age and life expectancy (based on actuarial tables) plus the \$7,000 cash prize.

**5. Drawing; Odds of Winning.** A random drawing of all eligible entrants will be held on or about November 5, 2012 (the “Drawing”). There will be 1 winner of the Drawing for the Grand Prize. *Odds of winning the Grand Prize in the Drawing are dependent upon the number of valid entries received.* The winner will be selected in a random drawing under the supervision of Sponsor from all eligible entries received. Sponsor will have sole and final decision over all matters related to the Drawing. No cash or credit redemption, assignment, transfer or substitution of any prize or portion thereof is permitted; however, Sponsor reserves the right to substitute a prize of equal or greater value should the prize stated become unavailable for any reason. By entering and participating you fully and unconditionally accept and agree to be bound by these Official Rules and the decisions of Sponsor which shall be final. By entering, you also agree to waive any right to claim ambiguity or error in these Official Rules or in the Sweepstakes itself.

**6. Conditions Related to the Grand Prize.** The Grand Prize winner will be entitled to the following: (1) one Epic™ Season Pass per ski season for the rest of the winner's lifetime; and (2) one Epic™ Season Pass for another person (the "Holder") per ski season for the rest of the Holder's lifetime. The Grand Prize winner must designate the Holder within 180 days of the Drawing, or the second lifetime Epic™ Season Pass will be forfeited. The Epic Season Pass will entitle the passholder to ski at all North American ski resorts owned or managed by Sponsor. Details of the Epic Season Pass are described at [www.epicpass.com](http://www.epicpass.com). The Grand Prize is personal to the winner of the Sweepstakes and the designated Holder. Neither the winner nor the Holder may transfer his or her Epic™ Season Pass to any other person. The Epic Season Pass (and the right to receive future Epic Season Passes) is non-transferrable. None of the skiing rights or privileges associated with the Grand Prize may be sold, assigned, conveyed, traded, loaned, or transferred under any circumstances or for any reason. The \$7,000 cash component of each Epic™ Season Pass is intended, in part, to help defray any taxes applicable to the winner, but Sponsor does not guarantee that the cash component of the Grand Prize will be sufficient to cover the winner's taxes. The Sweepstakes winner will be directly and solely responsible for paying all applicable taxes related to the Grand Prize, which may include income tax on the value of the Grand Prize. The winner and the Holder will both be required to complete and sign an Epic Season Pass application each season in advance of issuance of that season's pass. The winner and the Holder will be subject to all resort rules and season pass terms and conditions that are applicable to skier, riders, and other users of the resort facilities. If the winner and/or the Holder violates resort rules, the resort may suspend or terminate the winner's and/or the Holder's (as applicable) access to the resorts. If Sponsor discontinues the Epic Season Pass at some time in the future, the winner and the Holder will be entitled to a reasonably comparable season ski pass that allows the winner to ski at North American ski resorts owned and operated by Sponsor. No substitution, transfer or cash redemption or substitution of prize (or portion of prize) is permitted (except by Sponsor due to prize unavailability, in which event a prize of equal or greater value will be awarded).

**7. Notification of Winner.** The Drawing winner will be notified in person, by telephone, or by e-mail within seven (7) days after the Drawing. The winner may be required to sign a Prize Acceptance Affidavit prior to receiving the prize. Refusal to sign a Prize Acceptance Affidavit may render the winner ineligible for receipt of the prize.

**8. Taxes; General Conditions.** All costs associated with accepting, redeeming and using the Grand Prize are the responsibility of the winner, including any airfare, ground and other transportation, lodging, state and local government surcharges, and all taxes (sales, income, airport, value-added and other), gratuities, incidental expenses, licenses, registrations, port charges, telephone calls, fees or charges for changing dates, and other costs and expenses relating to Sweepstakes. Trip and travel insurance is not included. The potential Grand Prize winner will be required to sign an affidavit of eligibility and a liability release and, where lawful, a publicity release, all of which must be signed and returned within seven (7) days of the prize notification and the winner must comply with these Official Rules or the selected winner will be disqualified, the prize will be forfeited, and an alternate winner will be randomly selected. If the selected winner is not responsive to the prize notification, or the notification is undeliverable or unclaimed, the prize will be forfeited and awarded to alternate winner.

**9. Publicity.** By accepting and using prizes, the winner and the Holder agree and consent to the use of their names, voices, statements, photographs, likenesses, and other personal information by Sponsor and their advertising and promotion agencies in this and similar promotions for advertising and publicity purposes worldwide and in perpetuity in any and all forms of media now known or hereafter devised, including without limitation online, without approval or compensation, unless prohibited by law. By participating, the entrants, winner and Holder further specifically grant Sponsor and their advertising and promotion agencies the right to use and publish their names, cities and states of residence on-line and in print, or any other media, worldwide and in perpetuity, in connection with this Sweepstakes.

**10. Release, Assumption of Risk.** In consideration for entering the Sweepstakes, each entrant agrees to ASSUME ALL RISKS associated with acceptance, possession, use or misuse of the prize, participation in any Sweepstakes related activity, or participation in the Sweepstakes and agrees to hold harmless, release, defend and indemnify Sponsor its subsidiaries and affiliates, including but not limited to the subsidiaries that operate the Vail, Beaver Creek, Keystone, Breckenridge, Heavenly, Northstar, and Kirkwood resorts, the United States Forest Service, and their respective agents, employees, representatives, assignees, directors, officers, partners and shareholders (each hereinafter a "Released Party") from all liabilities, litigation and/or claims for injury or death to persons or damage to property arising from acceptance, possession, use or misuse of the prize, participation in any Drawing related activity, or participation in the Drawing and entrant's engagement in the activities hereunder, including those injuries and damages caused by a party's alleged or actual: 1) negligence or 2) breach of any express or implied warranty.

**11. Arbitration; Choice of Law.** Except where prohibited, entrants agree that (1): any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes, or any prize awarded, or the determination of the winner shall be resolved individually, without resort to any form of class action, and exclusively by arbitration pursuant to the J.A.M.S. Rules of Arbitration, then effective, and (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes but in no event attorneys' fees; and (3) 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. In consideration of entering the Sweepstakes, ALL ENTRANTS CONTRACTUALLY AGREE that

ANY AND ALL CLAIMS for damages, injury and/or death regarding an alleged incident, including but not limited to all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with the Sweepstakes, shall be GOVERNED BY COLORADO LAW and EXCLUSIVE JURISDICTION shall be in the state or federal courts located in the State of Colorado.

**12. Winner's List.** Winner's name will be available following the Drawing by sending a postage-paid return envelope to Vail Resorts Management Company, Epic Pass for Life Sweepstakes Winners, 390 Interlocken Crescent, Broomfield, CO 80021.

**13. Sponsor.** The sponsor of this Sweepstakes is The Vail Corporation d/b/a Vail Resorts Management Company, 390 Interlocken Crescent, Broomfield, CO 80021 ("**Sponsor**").