

**VAIL® MOUNTAIN SKI VACATION AND
CHANCE TO SKI WITH LINDSEY VONN 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.** The Vail Mountain Vacation Sweepstakes (the "Sweepstakes") is only open to legal U.S. residents of the fifty (50) United States and Washington D.C., 18 years or older, who were not or 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. **TIMING.** The Sweepstakes begins at 12:01 a.m. Mountain Time ("MT") on **September 1, 2009**, and ends at 11:59 p.m. MT on **December 15, 2009** (the "Entry Period").

3. **HOW TO ENTER.** There are two ways to enter the Sweepstakes:

a. TO ENTER ONLINE: Go to www.epicpass.com and follow the links and instructions for online entry. Completely fill out the online entry form and submit it in accordance with the on-screen instructions. All online entries must be received by Sponsor during the Entry Period. In the event of a dispute as to the identity of an online entrant, the authorized account holder of the email address used to enter 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. .

b. TO ENTER BY MAIL: Hand print your name, complete home address, day and evening phone numbers, email address (if any), and age on a 3" x 5" postcard and send it by U.S. mail to "VAIL VACATION Sweepstakes," 390 Interlocken Crescent, Broomfield, CO 80021. All mail-in entries must be received by Sponsor by December 15, 2009.

c. FOR ALL ENTRIES: LIMIT: One (1) entry per person (regardless of method of entry) or address (physical or email). All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of mailing or online submission will not be deemed to be proof of receipt of entry by Sponsor. By participating in the Sweepstakes, each entrant fully and unconditionally agrees to be bound by and accepts these Official Rules and the decisions of Sponsor (including, without limitation, decisions regarding eligibility of entries, the selection of entrants and winners, and the awarding of prizes), which are final and binding in all respects. No responsibility is assumed for lost, late, incomplete, stolen, misdirected, postage due or illegible mail, entries or e-mail; or for any computer, telephone, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, availability or garbled, corrupt or jumbled transmissions, service provider/Internet/web site/use net or phone accessibility or availability, traffic congestion, any technical error, or unauthorized human intervention, or the incorrect or inaccurate capture of entry or other information, or the failure to capture any such information. Any attempt by any person to obtain more than one entry by using multiple/different names, e-mail accounts, addresses or any other methods shall void all of that person's entries and that person shall be disqualified.

3. **EVENT SPONSOR.** This Sweepstakes is sponsored by Vail Resorts Management Company located at 390 Interlocken Crescent, Suite 1000, Broomfield, Colorado 80021.

4. **PRIZE; APPROXIMATE RETAIL VALUE**

ONE GRAND PRIZE: SKI TRIP FOR TWO TO VAIL® MOUNTAIN, VAIL, COLORADO

Grand Prize consists of:

- Round trip coach air transportation from continental U.S. gateway cities to Colorado.
- Ground transfer for two from airport to lodging
- Double occupancy standard room accommodations for 7 nights.
- 6 days ski equipment rental and lift tickets for two.

Approximate Retail Value: \$5,000.00

First Prize must be redeemed between 2/16/10 and 4/18/10 or winner forfeits all rights to prize. Blackout dates and other restrictions apply. See below for detailed restrictions.

Skiing with Lindsey Vonn is not guaranteed. Winner must be able to plan vacation and coordinate vacation dates to accommodate Ms. Vonn's travel schedule.

RESTRICTIONS APPLY. The maximum total cash value of the Grand Prize is \$5,000. All costs over \$5,000 are the responsibility of Winner. Lodging is subject to availability and must be booked in advance. Sponsor will choose the lodging property at or near the resort at its discretion. Travel at peak times may Vacation must take place between February 16, 2010 and April 18, 2010. If Winner is unable to redeem the prize during that time period, the Grand Prize will be forfeited. In order to have a chance to ski with Lindsey Vonn, the Winner must have flexible travel dates and be able to coordinate schedule with Ms. Vonn's presence in Vail, Colorado. There is no guarantee that the Winner will be able to ski with Lindsey Vonn. Sponsor will determine the location of lodging accommodations and restricted dates may apply to lodging availability. Winner agrees to abide by all Vail Resorts rules, regulations and policies governing use of lift tickets and lodging services. As a condition to acceptance of any ski lift ticket privileges, winner may be required to execute a Release of Liability, Hold-Harmless and Indemnity Agreement provided by Vail Resorts. Lodging must be booked at least thirty (30) days in advance, is subject to availability, and will be made at the property of Sponsor's choice. Winner is responsible for all applicable federal, state and local taxes on prizes.

5. DRAWING; ODDS OF WINNING. A drawing of all eligible entrants will be held on or about January 1, 2009 (the "Drawing"). There will be 1 winner(s) of the Drawing for the Grand Prize. **Odds of winning the Grand Prize in the Drawing are dependant upon the number of valid entries received.** The Drawing winners shall be selected in a random drawing under the supervision of Vail Resorts from all eligible entries received. Vail Resorts shall 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, Vail Resorts reserves the right to substitute a prize of equal or greater value should the prize stated become unavailable for any reason.

6. NOTIFICATION OF WINNERS. Each Drawing winner shall be notified in person, by telephone, or by e-mail within 7 days after the Drawing. Winners 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.

7. GENERAL CONDITIONS. Winner of Grand Prize may be required to complete, execute and return a Prize Acceptance Affidavit, a Release of Liability, Hold-Harmless and Indemnity Agreement, and where lawful, a Publicity Release within 30 days of notification. Failure to return documents timely, or if prize notification or prize is returned as non-deliverable, or if winner is found to be ineligible or not in compliance with these Official Rules, disqualification will result and an alternate winner will be selected.

8. **PUBLICITY.** By accepting the prize, where permitted by law, winner grants to Vail Resorts and those acting pursuant to a grant of authority by Vail Resorts the unfettered right of publicity, including but not limited to the right to use and publish winner's name, portrait, picture, voice and likeness for advertising, trade and promotional purposes without additional consideration, worldwide and on the world wide web, without notification, review or approval. Vail Resorts reserves the right, at its sole discretion, to disqualify any individual it finds: (1) to be tampering with the entry process or the operation of the sweepstakes or web site; to be acting in violation of the Official Rules; (2) to be acting in violation of the terms of the web site, or (3) to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

9. **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 Drawing related activity, or participation in the Drawing and agrees to hold harmless, release, defend and indemnify Vail Resorts, Inc., The Vail Corporation, its subsidiaries and affiliates, including but not limited to the subsidiaries that operate the Vail, Beaver Creek, Keystone and Breckenridge 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/or 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.

10. **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 Vail Resorts in connection with the Sweepstakes, shall be **GOVERNED BY COLORADO LAW** and **EXCLUSIVE JURISDICTION** shall be in the District Court for the State of Colorado or in Federal Court for the State of Colorado.

10. **WINNERS LIST.** For name of winner(s) send a self-addressed stamped envelope for receipt to **VAIL VACATION AND CHANCE TO SKI WITH LINDSEY SWEEPSTAKES**, Vail Resorts Management Company, 390 Interlocken Crescent, Suite 1000, Broomfield, CO.