

# Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW. YOU MUST BE A REGISTERED USER OF THE SLOPES® APP (FREE TO SIGN UP).

## ELIGIBILITY:

Slopes "Join the Slopes team in Japan" Challenge (the "Sweepstakes") begins on October 1, 2024 at 12:01 a.m. in participant's local time zone and ends on December 31, 2024 at 11:59 p.m. in participant's local time zone ("Promotion Period"). The time shall be determined by Organizer's timekeeping systems. Organizer shall have the sole discretion in determining the timeliness of any action or inaction related to this Sweepstakes. All times mentioned in these Official Rules shall be Mountain Time unless expressly noted otherwise.

The Sweepstakes is open to (i) legal residents of the US (including D.C.); and (ii) who are at least eighteen (18) years old and the age of majority in their jurisdictions of residence as of the date of entry. Void where prohibited.

Employees of Breakpoint Studio LLC ("Organizer"), and each of their parent companies, subsidiaries, affiliates, advertising agencies, public relations agencies, prize suppliers, including any vendors providing services in connection with this Sweepstakes (including, without limitation partner resorts) (collectively, the "Organizer Affiliates"), and employees, agents, directors, officers (including members of their immediate family – i.e., spouse, mother, father, in-laws, grandmother, grandfather, brother, sister, children, and grandchildren – or those living in the same household) of Organizer or any Organizer Affiliates are not eligible to participate in the Sweepstakes. Sweepstakes is subject to all applicable federal, state, and local laws.

To enter and participate in the Sweepstakes, you must be a registered user of the Slopes app and have a Slopes account (the "App"). A premium subscription to the App is not required. If you are not a registered user of the App, you can download it for free through the Apple iTunes or Google Play stores, and register by creating an account. Standard data rates apply.

TO ENTER: There are two (2) methods of entry: (i) tracking the number of days logged recording snow sports activities with the Slopes App on iPhone, Apple Watch or Android devices; or (ii) mail-in entry.

### **Slopes App**

To enter the Sweepstakes via the Slopes App, complete the following steps during the Promotion Period:

1. Sign into the Slopes App.
2. Join the in-App Challenge via the dedicated promotional link:  
[https://my.getslopes.com/app/event/japow\\_25](https://my.getslopes.com/app/event/japow_25).
3. Record and save your snow sports activities with the Slopes App during the Promotion Period. Activities imported from other apps are not eligible and will not be considered valid entries. Only activities recorded with the Slopes App are considered valid entries.
4. Each day saved results in one (1) entry into the Sweepstakes drawing.

### **Mail-in Entry**

1. To enter without tracking days on the mountain(s) in the Slopes App, send a 3" x 5" card or piece of paper hand-written with your complete name, address (no P.O. Boxes), city, state, zip code, birth date, email address and daytime and evening phone numbers (with area code), and physical proof (Proof of Date) of being present at a ski resort on a specific day during the Promotion Period, in a self-addressed stamped envelope. Send completed Entries to: Breakpoint Studio LLC, 1601 29th Street, Suite 1292 #1058, Boulder CO 80303. Proof of Date can be a copy of the lift ticket or lift ticket receipt with the date printed, or any other dated business receipt (meals, shops, lodge) that can serve as reasonable proof of presence at the ski resort during the specific date.
2. Each Proof of Date has to be sent in a separate envelope. Participants entering via the mail method of entry will receive one (1) entry into the drawing per envelope. Each entry must be postmarked by latest December 31, 2024 and received by January 6, 2025. Each request and Proof of Date must be mailed separately and must be original and handwritten. Limit one (1) entry per stamped outer mailing envelope. Multiple Proof of Date received in a single envelope will be considered (1) entry. No mechanically reproduced, computer-generated, or photocopied requests are permitted.

All such requests will be void and will not be fulfilled. Organizer is not responsible for lost, late misdirected, illegible, incomplete, damaged, mutilated, or postage-due mail.

By entering the Sweepstakes, you agree to Slopes' Terms of Service (<https://www.getslopes.com/terms>) and Privacy Policy (<https://www.getslopes.com/privacy>), which are incorporated by reference herein and made a part of these Official Rules. Entries submitted in compliance with the foregoing and all other terms in these Official Rules are hereafter "Entries" or, individually, an "Entry."

The Organizer is not responsible for lost, late, misdirected Entries or Entries not received regardless of cause. In the event of a dispute over who submitted an Entry, the Organizer will determine the identity of the Entry in its sole discretion. Entries become the property of Organizer and will not be returned. By entering, attempting to enter, or otherwise participating in this Sweepstakes, you agree to be bound by these Official Rules, Organizer's website Terms of Use and Privacy Policy as set forth in these Official Rules, and the Slopes App's Terms of Service and Privacy Policy.

#### WINNER SELECTION:

On or about January 7, 2025, the Organizer will conduct a random drawing from among all eligible entries received during the Promotion Period and select one (1) potential winner, and five (5) backup potential winners. The odds of winning depend on the number of eligible entries received. All potential winners are subject to verification of eligibility and compliance with these Official Rules. Limit one (1) prize per person and household.

#### PRIZES:

The verified winner will receive the following prize:

- A prize package for one (1) winner and one (1) guest to join the Slopes team trip to Hakuba Valley, Japan (Slopes Trip) during the period February 23, 2025 to March 1, 2025, including:

- Return flights for the winner and (1) guest from an airport in the nearest city to winner's residence (as determined in the Organizer's sole discretion) to Tokyo and transfer from/to Tokyo to Hakuba Valley.
- Complimentary six (6) nights lodging (single room, double occupancy), part of the accommodation compounds reserved by the Organizer for the Slopes Trip.
- Daily lift tickets and in-resort transportation during the time of the Slopes Trip.

Approximate retail value ("ARV") of Grand Prize: \$5,000.

The prize is awarded "AS IS." Organizer and Organizer Affiliates do not make or offer any warranty or guarantee, either express or implied (including, without limitation, quality, merchantability, and fitness for a particular purpose) in connection with this Sweepstakes or any prize. Prize details and availability are subject to change, in which case a prize of equal value may be substituted at Organizer's sole discretion. The prize consist only of the items listed, are non-transferable, with no cash redemption or substitution except at Organizer's sole discretion.

Prize winner will be required to show a valid copy of their passport to verify identity, confirm their eligibility to travel internationally, and redeem the prize. The Prize is subject to terms, conditions, expiration dates, and restrictions imposed by the manufacturer/issuer of the prize.

If Prize winner does not or will not have the capacity or willingness to travel to the destination of the Slopes Trip for any reason during the period February 22, 2025 to March 2, 2025, such competitor will be disqualified, and the next randomly selected backup potential winner may be awarded the prize.

No refund or compensation will be paid in the event of the cancellation or delay of any portion of the prize, or any portion thereof. Organizer will not be liable if the Slopes Trip, or any portion of it, is canceled or delayed. Organizer may, in its sole discretion, attempt to reschedule for a future Slopes Trip to Japan.

Federal, state, and local taxes on prizes, if any, and any other costs, fees, and expenses not listed above as specifically included as part of the prize are the sole responsibility of the winner.

Travel-Related Prizes: All travel arrangements must be made through the Organizer's agent. Any other costs and expenses associated with prize acceptance and use not specifically provided herein (such as visa, security fees, gratuities, luggage fees, meals, and transportation, service charges or facility charges, personal charges at lodging, taxes, and all other expenses not specified above) are the sole responsibility of the winner. Ground transportation may be provided in lieu of air transportation if the winning entrant resides within a 100-mile radius of the destination, and no compensation or substitution will be provided for the difference in value.

Guest of the winner must meet Sweepstakes eligibility requirements. Each winner and their guest must possess and show valid travel documents thirty (30) days prior to departure (e.g., proof of vaccination and/or negative COVID test(s), passport, visa, other acceptable government-issued identification), and must sign a Release of Liability/Publicity and any other documents provided to them prior to ticketing. In the event the Prize winner does not have a valid passport and/or valid travel documents for any required travel, as determined in Organizer's sole discretion, such competitor will be disqualified, and the next randomly selected competitor may be awarded the prize.

Once airline tickets have been ticketed, no changes will be permitted. Organizer will determine airline, airports, flight itinerary, and accommodation at its sole discretion. Travel and accommodation restrictions, conditions, and limitations may apply. Organizer will not replace any lost, mutilated, or stolen tickets or travel vouchers.

No refund or compensation will be paid in the event of the cancellation or delay of the Slopes Trip, or any portion thereof. Organizer will not be liable if the trip, or any portion of it, is canceled or delayed. Organizer may, in its sole discretion, attempt to reschedule for a future date.

#### WINNER NOTIFICATION/RELEASES:

The potential winner will be notified after January 7, 2025 via email. Organizer may require winner to complete, sign, notarize, and return Affidavit of Eligibility/Liability Release/Publicity Release forms, and other applicable documents, which may require a social security number, to be returned within forty-eight (48) hours of the date and time of the notification. At Organizer's discretion, winner may be required to produce a form of proper

identification to claim any prize. Organizer reserves the right to substitute the prize with a prize of equal or greater value. If a potential winner cannot be contacted or fails to timely respond to Organizer's notification within forty-eight (48) hours, the next potential winner will be contacted to award the prize.

The Organizer will continue to select additional potential winners until the prize is awarded.

#### **PUBLICITY & MARKETING:**

Submission of an Entry in the Sweepstakes constitutes permission to the Organizer to use entrants' name, identity, title, likeness, distinctive appearance, physical likeness, image, portrait, picture, photograph (whether still or moving), screen persona, voice, vocal style, statements, gesture, mannerism, personality, performance characteristic, biographical data, signature, and any other indicia or imitation of identity or likeness for purposes of advertising and trade, in any medium, without further notice, approval, or compensation, unless prohibited by law. Submission of contact information in connection with this Sweepstakes (whether or not required), including, without limitation, mailing address, phone number, email address during entry constitutes permission for Organizer to use entrant's personal information for purposes of administration of the Sweepstakes. You also may opt-in to be added to Organizer's customer database and to permit Organizer to contact you in the future for promotional and other reasons. You may opt-out of receiving such communications as set forth in Organizer's Privacy Policy or as provided within any such marketing materials (e.g., using the "Unsubscribe" feature provided in the footer of Organizer's e-mails). The information you provide will only be used in accordance with Organizer's Privacy Policy.

#### **NO LIABILITY & INDEMNIFICATION:**

By entering this Sweepstakes, you agree to release, discharge, and hold harmless Organizer, Breakpoint Studio, LLC, Organizer Affiliates, and each of their respective directors, officers, employees, agents, and assigns (the "Released Parties") from any claims, losses, and damages arising out of, or relating to, your participation in this Sweepstakes or any Sweepstakes-related activities (including, without limitation, snow sport activities) and the acceptance and use, misuse, or possession of any prize awarded hereunder (including, without limitation, any

misrepresentation made by you in connection with the Sweepstakes; any non-compliance by you with these Official Rules; claims brought by persons or entities other than the parties to these Official Rules arising from or related to your involvement with the Sweepstakes; acceptance, possession, misuse, or use of any prize or participation in any Sweepstakes-related activity or participation in this Sweepstakes; any malfunction, error or other problem arising in connection with the collection, processing, or retention of entry information; or any typographical or other error in the printing, offering or announcement of any prize or winner). The foregoing includes, without limitation, any claim for personal injury, property loss or damage, or death arising in any way in connection with the Sweepstakes.

#### OTHER TERMS:

Decisions of Organizer on all matters related to the Sweepstakes are final and binding. Organizer reserves the right to cancel or modify the Sweepstakes for any reason, including but not limited to, if fraud, misconduct, or technical failures destroy the integrity of the Sweepstakes, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper administration of the Sweepstakes as determined by Organizer, in its sole discretion.

**CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL & CIVIL LAWS. ORGANIZER RESERVES THE RIGHT TO DISQUALIFY AND/OR SEEK DAMAGES FROM ANY INDIVIDUAL MAKING ANY SUCH ATTEMPTS TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW.**

#### GOVERNING LAW & MANDATORY ARBITRATION:

Any disputes arising under this Sweepstakes and/or these Official Rules will be governed by relevant U.S. federal statutes and regulations and the internal laws of the State of Colorado. Organizer, Prize Provider, and each entrant agree that any such claim or dispute between the parties, or between a party and any agent, employee, successor, or assign of the other, related to this Sweepstakes and/or these Official Rules (including the applicability of this arbitration clause) shall be resolved by binding arbitration administered by the JAMS under its rules and procedures in effect when the claim is filed. The rules and

procedures and other information, including information on fees, may be obtained from JAMS' website ([www.jamsadr.com](http://www.jamsadr.com)). Any award by the arbitrator(s) may be entered as a judgment in any court having jurisdiction. TO THE EXTENT ALLOWED BY LAW, YOU WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASS-WIDE BASIS; THAT IS, TO EITHER JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY, OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION, OR OTHER PROCEEDING.

#### RIGHT TO DISQUALIFY:

Organizer reserve the right to disqualify or prohibit the participation of an individual if fraud or tampering is suspected; if the individual fails to comply with any requirement of participation or with any provision in these Official Rules; if the individual's behavior or communication at any point is disruptive, may or does cause damage to any person, property, or reputation of Organizer; or is otherwise not in accordance with all applicable laws and generally accepted social practices as determined in Organizer's sole discretion.

#### SEVERABILITY:

If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

WINNER LIST: To obtain a list of winners, email [hello@getslopes.com](mailto:hello@getslopes.com) (after January 20, 2024).

ORGANIZER: Breakpoint Studio LLC, 1601 29th Street, Suite 1292 #1058, Boulder CO 80303.