

## ALPINE SNOWGUARDS – WHO WORE IT BEST CONTEST RULES (the “Contest”)

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

**1. Eligibility:** This Contest is open only to those who are 18 years of age or older as of the date of entry. The Contest is only open to legal residents of the United States, and is void where prohibited by law. Employees of Alpine SnowGuards, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the “Employees”), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Contest. The Contest is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

**2. Agreement to Rules:** By participating, the Contestant (“You”) agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of Alpine SnowGuards as final and binding as it relates to the content of this Contest.

**3. Contest Period:** Entries will be accepted online starting on September 4, 2018, 12:00am EST and ending October 15, 2018, 11:59pm EST. All online entries must be received by October 15, 2018, 11:59pm EST.

**4. How to Enter:** The Contest must be entered by posting a photo on social media, specifically Facebook, LinkedIn or Twitter, and tagging or mentioning “Alpine SnowGuards”. Alternatively, if you are not on social media, please send your photo to [jolene@alpinesnowguards.com](mailto:jolene@alpinesnowguards.com). The entry must fulfill all Contest requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Alpine SnowGuards. You may enter only once. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If You use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of Alpine SnowGuards.

**5. Prize:** The Winner of the Contest (the “Winner”) will receive a pre-loaded \$300 Gift Card, to be used by the winning branch as the Winner would like. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by Alpine SnowGuards. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for Alpine SnowGuards to use Winner’s name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

**6. Odds:** The odds of winning depend on the number of eligible entries received.

**7. Winner Selection and Notification:** Winner will be selected by a vote on social media by industry peers, under the supervision of Alpine SnowGuards. Winner will be notified by phone or email within five (5) days following selection of Winner, and will be recognized on social media. Alpine SnowGuards shall have no liability for Winner’s failure to receive notices due to spam, junk email or other security settings or for Winner’s provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within 10 days from the time prize notification was sent, the prize may be forfeited and an alternate Winner selected. Receipt by Winner of the prize offered in this Contest is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT ALPINE SNOWGUARDS’ SOLE DISCRETION) WILL RESULT IN WINNER’S DISQUALIFICATION AS WINNER OF THE CONTEST, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

**8. Rights Granted by You:** By entering this photo contest, You understand and agree that Alpine SnowGuards, anyone acting on behalf of Alpine SnowGuards, and Alpine SnowGuards’ licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, your entry, name, portrait, picture, voice, likeness, image, statements about the Contest, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes without any further compensation, notice, review, or consent. By entering this content, You represent and warrant that your entry is an original work of authorship, and does not violate any third party’s proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, You will be disqualified at the sole discretion of Alpine SnowGuards. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless Alpine SnowGuards from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which Alpine SnowGuards may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party’s right.

**9. Terms & Conditions:** Alpine SnowGuards reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest should virus, bug, non-authorized human intervention, fraud, or other cause beyond Alpine SnowGuards’ control corrupt or affect the administration, security, fairness, or proper conduct of the Contest. In such case, Alpine SnowGuards may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Alpine SnowGuards. Alpine SnowGuards reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Contest or website or violates these Terms & Conditions. Alpine SnowGuards has the right, in its sole discretion, to maintain the integrity of the Contest, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed

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by Contest rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws. Should such attempt be made, Alpine SnowGuards reserves the right to seek damages to the fullest extent permitted by law.

10. **Limitation of Liability:** By entering, You agree to release and hold harmless Alpine SnowGuards and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant’s participation in the Contest and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

11. **Disputes:** THIS Contest IS GOVERNED BY THE LAWS OF THE UNITED STATES AND VERMONT, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Contest, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Vermont having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney’s fees. Participant further waives all rights to have damages multiplied or increased.

12. **Privacy Policy:** Information submitted with an entry is subject to the Privacy Policy stated on the Alpine SnowGuards website. To read the Privacy Policy, click [here](#).

13. To obtain a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: Alpine SnowGuards, Contests, 289 Harrel Street, Morrisville, VT 05661, USA. Requests must be received no later than October 1, 2018.

14. **Sponsor:** The Sponsor of the Contest is Alpine SnowGuards, Contests, 289 Harrel Street, Morrisville, VT 05661, USA.

15. This Contest, hosted by Alpine SnowGuards is in no way sponsored, endorsed, administered by, or associated with Facebook, LinkedIn or Twitter.