

Mountain Trip LLC & Mammut Via Ferrata Giveaway Official Terms and Conditions

AGREEMENT TO OFFICIAL TERMS AND CONDITIONS: Participation in this promotion ("Promotion") constitutes each Promotion participant's ("Contestant") full and unconditional agreement to and acceptance of these Mountain Trip LLC & Mammut Giveaway Official Terms and Conditions ("Terms and Conditions") and the decisions of Mountain Trip LLC ("Mountain Trip LLC," "Sponsor," or "Prize Provider") as they pertain to this Promotion and which are final and binding in all respects. Winning a prize is contingent upon being compliant with these Terms and Conditions and fulfilling all other requirements set forth herein.

THE PROMOTION & CRITERIA:

Enter to win via the submission form provided. One winner will be chosen at random and announced by Monday, June 13, 2023.

LIMIT: One entry per person and (1) winner. Entries must be received by 12:59 P.M., MT on Friday, June 9, 2023.

THE PROMOTION PERIOD: The Promotion will start at 12 P.M., Mountain Time ("MT") on Friday, May 19, 2023, and ends at 11:59 P.M., MT on Friday, June 9, 2023 (the "Promotion Period").

ELIGIBILITY: The Promotion is open only to persons who are at least eighteen (18) years old at the time of entry and reside in the 50 United States or Washington, D.C. Void where prohibited or restricted. Any effort by a Contestant to misrepresent himself or herself through the use of aliases or multiple email addresses will disqualify that Contestant. The Promotion is not open to officers, directors, and employees (and members of their household and of their immediate families, i.e., parents, children, stepchildren, spouse, siblings and persons residing in the same household of such immediate family members) of Sponsor, its subsidiaries, affiliates, sales representatives, distributors, advertising/promotion/web design agencies, and/or their affiliates, assigns or representatives; (herein after referred to collectively as "Sponsor & Others"), and all other persons or entities associated with the development, administration, promotion, execution of, or supply to this Promotion. For the avoidance of doubt, if it is found, in Mountain Trip LLC's sole discretion, at any time during or after the Promotion Period, that any of the eligibility criteria herein are not met with respect to any Contestant, such Contestant may be disqualified from the Promotion. Mountain Trip LLC's determination of eligibility shall be final.

Entries received after the deadline will not be considered. Mountain Trip LLC is not responsible for Entries sent but not received.

HOW TO ENTER: NO PURCHASE NECESSARY TO ENTER OR WIN. To enter for a chance to win submit your entry via the online form provided. One winner will be drawn at random from the entries (the "Entry" or "Entries"). Winner will be announced by Monday, June 12, 2023.

JUDGING; WINNING, ODDS, NOTIFICATION:

At the conclusion of the Promotion Period, Mountain Trip LLC will select 1 winner ("Winner") chosen at random from all of the eligible Contestant Entries received. Mountain Trip LLC's decisions shall be final in all matters pertaining to this Promotion. The odds of being selected as a Winner depends on the total number of eligible Entries received in the Promotion. Winners shall be given one of the Prizes described below. Winners will be notified by e-mail or postal mail within a reasonable period of time following the

end of the Promotion Period. If the Winner cannot be contacted, for any reason, within five (5) days after the first attempt to contact him/her, or if Winner fails to accept the prize within ten (10) days receiving notice that he/she has been chosen as a Winner, Mountain Trip LLC may select an alternate Winner in his/her place from the remaining non-winning eligible Entries. Mountain Trip LLC shall have no liability for a potential Winner's failure to receive notices due to spam, junk e-mail, or other security settings or for the provision of incorrect or otherwise non-functioning contact information.

PRIZES AND APPROXIMATE RETAIL VALUE ("ARV"): The products described below ("Prizes") are provided by Mountain Trip LLC to the selected Winners. Prizes are awarded "AS IS" and are non-transferable, non-assignable and non-refundable. No Prize is redeemable for cash; nor is it substitutable except that Mountain Trip LLC may, at its sole discretion, substitute other products for the described Prize or any component thereof with one of equal or greater value.

By participating in the Promotion, Contestants acknowledge that Promotion prizes are awarded by Mountain Trip LLC and that the Promotion is in no way sponsored, endorsed, or administered by anyone other than Mountain Trip LLC.

Receipt of a Prize is conditioned upon compliance with any and all federal, state, and local laws and regulations. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes and fees, shall be the sole responsibility of each Winner. If applicable, Winners will be issued an IRS Form 1099 and must complete an IRS Form W-9 in connection with the actual value of their prize.

Prize Descriptions:

- (2) people guided trip on the Ouray Via Ferrata: \$215 x 2 (includes gratuity)
 - All travel expenses to Ouray are the sole responsibility of the winner. The trip is non-transferable and must be used by October 2024. The Ouray Via Ferrata is open seasonally from May - October, weather permitting.
- (2) sets of Mammut climbing gear:
 - Selun FL Sun Hoody, \$85 x 2
 - Skywalker 3.0 Helmet, \$60 x 2
 - Ophir 3 Slide Harness, \$70 x 2
- **Total Retail Value: \$860**

OWNERSHIP OF ENTRIES: By entering the Promotion all Contestants hereby grant Mountain Trip LLC the non-exclusive, royalty-free, fully paid, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, edit, print and publish, translate, create derivative works from, distribute, and display any or all of Contestant's Entry for any purpose, throughout the world, in any medium, without further notice, approval, compensation or additional consideration to Contestant unless prohibited by law.

RIGHT OF PUBLICITY: Acceptance of a Prize constitutes Winner's consent to the use of his/her name, photograph and/or likeness for advertising and publicity purposes as determined by Sponsor without further compensation, except where prohibited by law. By submitting an Entry, each Contestant grants to

Mountain Trip LLC and its affiliates the right to use his/her name, likeness, distinctive appearance, image, portrait, picture, or photograph (whether still or moving), voice, including, without limitation, a recording or parts thereof, whether in writing, audio and/or video, and biographical information listed, provided, referenced, or otherwise contained in the Entry for any purpose related to or in connection with promotion of Mountain Trip LLC products, without further notice, approval, compensation or additional consideration to Contestant, unless prohibited by law.

Submission of personal contact information in connection with the Promotion (whether or not required), including, without limitation, mailing address, phone number, email address, constitutes permission for Mountain Trip LLC and any affiliate to use such personal contact information for purposes of administration of the Promotion. Contestants understand that they are providing their personal contact information to Mountain Trip LLC and its affiliates. The personal contact information Contestants provide will only be used in accordance with Mountain Trip LLC's Privacy Policy and in administration of this Promotion.

RELEASE & INDEMNITY: By entering this Promotion, Contestants and Winners, hereby agree to release, defend, indemnify and hold harmless, to the maximum extent permitted by law, Mountain Trip LLC, its officers, directors, members, managers, employees, associates, representatives, affiliates, agents, successor and assigns, subsidiaries, dealers, distributors, suppliers, advertising and promotion agencies, and all other individuals or entities involved in the creation, administration, or fulfillment of this Promotion, from and against any and all claims, suits, settlements, damages, losses and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from 1) participation in this Promotion, 2) Promotion or Prize related activity whether sponsored by Sponsor or third parties, 3) the acceptance, receipt, possession, use or misuse of the Prizes or any component of the Prizes, or 4) injury, death, or damage to or loss of any kind to persons or property which may be caused directly or indirectly, in whole or in part, from Contestant's participation in the Promotion or acceptance, receipt, or misuse of a Prize or any component of a Prize.

DISPUTES & GOVERNING LAW: All issues concerning the construction, validity, interpretation and enforceability of these Terms and Conditions and all disputes, claims and causes of action arising out of or connected with this Promotion shall be governed by, and construed in accordance with, the laws of the State of Colorado without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the law of any jurisdiction other than the State of Colorado. Contestants and Winners agree to submit to the personal jurisdiction of, and venue in the State or Federal courts located in San Miguel County, Colorado and waive all defenses of lack of jurisdiction and inconvenient forum with respect to such courts. All disputes, claims and causes of action arising out of or connected with this Promotion and/or Terms and Conditions will be resolved individually, and without resort to class action.

All claims, judgments or awards shall be limited to actual incurred out-of-pocket expenses (excluding attorneys' fees) associated with participation in this Promotion and shall not include any indirect, punitive, incidental and/or consequential damages. Contestants and Winners hereby waive any rights or claims to attorney's fees, indirect, special, punitive, incidental or consequential damages whether foreseeable or not and whether based on negligence or otherwise.

GENERAL: By participating in the Promotion, Contestants agree to these Terms and Conditions and further acknowledge, agree, represent and warrant the following:

1. Decisions of Mountain Trip LLC are made entirely in the sole and absolute discretion of Mountain Trip LLC and are final and binding in all matters and all respects relating to this Promotion.
2. Entries and/or materials submitted become the property of Mountain Trip LLC and will not be returned to Contestants. Mountain Trip LLC shall have no obligation to preserve or otherwise make Contestant Entries and/or materials available to Contestants once submitted.
3. By entering, Contestants represent and warrant that his/her Entry is 1) their own original content; 2) that the Entry has not been copied or derived in whole or in part from any other work; 3) that no Entry violates or infringes on another person or entity's intellectual property rights; 4) is not defamatory, libelous, obscene, or otherwise illegal; and 5) is the sole and exclusive property of Contestant.
4. Entries that do not comply with the requirements of these Terms and Conditions may not be eligible. Mountain Trip LLC reserves the right, in its sole discretion, to disqualify any Entry that it believes violates or potentially violates any of the requirements or otherwise fails to comply with these Terms and Conditions.
5. Mountain Trip LLC reserves the right, in its sole and absolute discretion, to alter any of these Terms and Conditions at any time.
6. By entering, your name and email address will be added to Sponsor's e-mail marketing mailing lists. You can unsubscribe at any time from future marketing communications. Your information will not be shared with any other parties.
7. Mountain Trip LLC is not responsible for 1) incorrect or inaccurate transcription of Entry information or late, lost, stolen, unintelligible, illegible, damaged, mutilated, altered, incomplete, misdirected Entries, or Entries received through impermissible or illegitimate channels, all of which will be disqualified from the Promotion; 2) any technical, mechanical, network, electronic, computer, human, printing or typographical errors associated with the Promotion; and 3) any other errors or problems in connection with the Promotion, including, without limitation, errors that may occur in the administration of the Promotion, announcement of the Winners, the cancellation or postponement of the Promotion, or in any Promotion-related materials.
8. Mountain Trip LLC reserves the right, in its sole discretion, to terminate, modify, or suspend the Promotion if, in its sole discretion, there is any suspected or actual evidence of tampering with any portion of the Promotion or if unauthorized intervention, fraud, technical difficulties, failures or any other factor beyond Mountain Trip LLC's reasonable control corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Promotion. In such event, Mountain Trip LLC reserves the right (but does not have the obligation), in its sole discretion, to award the Prize at random from among eligible, non-suspect Entries received up to the time of the suspected impairment. Mountain Trip LLC reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of these Terms and Conditions, in an unsportsmanlike or disruptive manner, or in violation of any federal, state or local law or regulation. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion is a violation of criminal and civil laws, and, should such an attempt be made, Mountain Trip LLC reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Mountain Trip LLC's failure to enforce any term of

these Terms and Conditions shall not constitute a waiver of that provision or any other provision of these Terms and Conditions.

9. This Promotion is void wherever prohibited by law.

WINNERS LIST: For the name of the Winner, send a self-addressed stamped envelope after Tuesday, June 27 to: Mountain Trip Winners List, Mountain Trip LLC, 135 W Colorado Ave #2a, Telluride, CO 81435

SPONSOR:

Mountain Trip LLC
135 W Colorado Ave #2a
Telluride, CO 81435

PRIZE PROVIDER:

Mammut USA
458 Hurricane Lane
Williston, VT 05495