

THE FOLLOWING SWEEPSTAKES IS INTENDED FOR VIEWING IN THE 50 UNITED STATES AND D.C. ONLY (EXCLUDING, WITHOUT LIMITATION, PUERTO RICO AND OTHER US TERRITORIES) AND SHALL ONLY BE CONSTRUED AND EVALUATED ACCORDING TO UNITED STATES LAW. YOU MUST BE THE AGE OF 18 OR OLDER TO ENTER. VOID WHERE PROHIBITED BY LAW.

**THE BRECKENRIDGE® SKI RESORT CARPOOL GIVEAWAY (the
“Giveaway”)**

OFFICIAL RULES

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

1. **ELIGIBILITY.** The Giveaway 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 (“**Entrant**”). 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. **HOW TO PLAY.** The Giveaway begins at 8:00 a.m. Mountain Time (“**MT**”) on November 12, 2009, and ends at 11:59 p.m. MT on November 15, 2009 (the “**Entry Period**”). There are two ways to play the Giveaway:

(a) To enter without attending in person or making any purchase, print your name, complete home address (no PO boxes), day and evening phone numbers, email address (if any) and age on a 3”x5” postcard and send it by U.S. mail postmarked no later than November 13, 2009 to be received no later than November 15, 2009 to: “The Breckenridge® Ski Resort Carpool Giveaway”, Breckenridge® Ski Resort PO BOX 1058 Dept. BK-3, Breckenridge, Colorado 80424. Limit one entry per eligible Entrant. No mechanically reproduced or photocopied requests accepted. Sponsor assumes no liability for lost, late, stolen, illegible, misdirected, mutilated, incomplete or postage-due mail.

(b) **ENTER IN PERSON.** To enter in person, carpool in a vehicle of 4 or more persons during Breckenridge® Ski Resort’s opening weekend from November 12, 2009 through November 15, 2009 to receive a form from a Breckenridge parking attendant for a chance to win the Giveaway. Hand print your name, complete home address (no PO boxes), day and evening phone numbers, email address (if any) and age and drop the entry form into the designated box located at the base of Peak 8 at the Breckenridge® Ski Resort gondola.

3. **FOR ALL ENTRIES.** Limit one (1) entry per Entrant (regardless of method of entry) or address (physical or email). Entries must be received by 11:59 Midnight MT on November 15, 2009 to be entered into the drawing to win one of three (3) Grand Prize Giveaways (“**Drawing**”). Any attempt by any person to obtain more than one entry per eligible Entrant by using multiple/different names, e-mail accounts, addresses or any other methods will void all of that person’s entries and that person will be disqualified from the Giveaway.

4. EVENT SPONSOR. This Giveaway is sponsored by Vail Summit Resorts, Inc. d/b/a Breckenridge Ski Resort, Inc., located at: 1599 C Summit County Road 3, Breckenridge, CO 80424 (“**Sponsor**”).

5. PRIZES; APPROXIMATE RETAIL VALUE

THREE GRAND PRIZES AVAILABLE*
<p>GRAND PRIZE #1:</p> <ul style="list-style-type: none">• 4 Club Level tickets to the Denver Nuggets game on March 16, 2010• 2 VIP parking passes <p>Approximate Retail Value \$520. One prize available.</p>
<p>GRAND PRIZE #2:</p> <ul style="list-style-type: none">• 4 Club Level tickets to the Colorado Avalanche game on March 6, 2010• 2 VIP parking passes <p>Approximate Retail Value \$520. One prize available.</p>
<p>GRAND PRIZE #3**:</p> <ul style="list-style-type: none">• 4 Ski School Adventure Session Lessons (Lift tickets not included) <p>Approximate Retail Value \$476. One prize available.</p>
<p>*Awarded through the random Drawing of an eligible Entrant. Restrictions do apply, see below for detailed restrictions.</p> <p>**Ski School Adventure sessions may be redeemed from January 4-February 28, 2010 or winner forfeits all rights to prize. Blackout dates and other restrictions apply. See below for detailed restrictions.</p>

6. RESTRICTIONS DO APPLY. Denver Nugget tickets are only valid for the game on March 16, 2010. Colorado Avalanche tickets are only valid for the game on March 6, 2010. The Ski School Adventure Sessions are lessons only and do not include lift tickets and are redeemable from January 4 – February 28, 2010; the following blackout dates apply (January 16-18, 2010 and February 13-15, 2010). Prizes may not be resold under any circumstances. If winner is unable to redeem the prize during that time period, the Grand Prize will be forfeited. In the event Sponsor determines that these restrictions have been violated, Sponsor may invalidate the prizes.

7. ODDS. Odds of winning the Grand Prizes are dependant upon the number of valid entries received.

8. GRAND PRIZE DRAWING. The Drawing will be held on November 16, 2009. There will be one (1) winner for each of the three (3) Grand Prize Giveaways. Winner of the Drawing will not be eligible for subsequent drawings. A winner will be selected in a random drawing under the supervision of Sponsor from all eligible entries received. Sponsor 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, Sponsor reserves the right to substitute a prize of equal or greater value should the prize stated become unavailable for any reason. If the actual retail value of a prize is determined to be lower than the Approximate Retail Value, no cash or credit will be granted.

9. NOTIFICATION OF GRAND PRIZE WINNER. The winner of each Grand Prize will be notified in person, by telephone, or by e-mail within 7 days after the Drawing. Winner may be required to sign a Prize

Acceptance Affidavit and Release of Liability prior to receiving the prize. Refusal to sign a Prize Acceptance Affidavit may render the winner ineligible for receipt of the prize.

10. **GENERAL CONDITIONS.** Winners of the Grand Prize must complete, execute and return a Prize Acceptance Affidavit, a Release of Liability, Hold-Harmless and Indemnity Agreement, and where lawful, a Publicity Release within 10 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. By accepting the prize, where permitted by law, winner grants to Sponsor and those acting pursuant to a grant of authority by Sponsor the royalty free, 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. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds: (a) to be tampering with the entry process or the operation of the Giveaway or web site; to be acting in violation of the Official Rules; (b) to be acting in violation of the terms of the web site; or (c) to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. All federal, state and local laws and regulations apply. If any provision of the Giveaway shall be deemed to violate any federal, state or local law, regulation or ordinance, it shall be amended to conform to such law and all other provisions shall remain in full force and effect. If Sponsor is required by applicable federal, state or local law, regulation or ordinance, or by action of an administrative agency to cease offering the Giveaway in any jurisdiction, Sponsor reserves the right to (i) terminate the Giveaway in such jurisdiction in its entirety, and/or (ii) cancel and remove from participation in the Giveaway any and/or all entries from entrants residing in such jurisdiction, without penalty and without obligation to any Giveaway entrants. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. All taxes are winner's responsibility and an IRS form #1099 may be issued to the Grand Prize winner. No substitution of prize is offered, no transfer of prize to a third party is permitted and non-cash prizes may not be redeemed for cash value. All entries submitted become the property of Sponsor and will not be returned. All potential winners are subject to verification at the sole discretion of Sponsor. In no event will Sponsor be obligated to award more prizes than the number of prizes stated in these Official Rules.

11. **RELEASE OF LIABILITY.** In consideration for entering the Giveaway, each Entrant agrees to ASSUME ALL RISKS associated with acceptance, possession, use or misuse of the prize, participation in any Drawing or Giveaway related activity, or participation in the Giveaway 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 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 Giveaway and/or entrant's engagement in the activities hereunder, including those injuries and damages caused by a party's alleged or actual: a) negligence; or b) breach of any express or implied warranty.

12. **LIMITATION OF LIABILITY.** Sponsor is not responsible for any incorrect or inaccurate information, whether caused by web site users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Giveaway and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure,

theft or destruction or unauthorized access to the web site. Sponsor is not responsible for injury or damage to Entrants' or to any other person's computer related to or resulting from participating in the Drawing or downloading or copying materials from or use of the web site. If, for any reason, the Drawing is not capable of running as anticipated, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Drawing and select the winner from entries received prior to the action taken, or as otherwise deemed fair and appropriate by Sponsor; reasons shall include, by way of non-limiting example, infection by computer virus, bugs, worms, tampering, unauthorized intervention, fraud, technical failures, or any other causes which, in the sole opinion of Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Drawing.

13. **ARBITRATION/CHOICE OF LAW.** Except where prohibited, Entrants agree that (a): any and all disputes, claims, and causes of action arising out of or connected with this Giveaway, 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 (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Drawing but in no event attorneys' fees; and (c) 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 Giveaway, **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 Giveaway, 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.

14. **PRIVACY.** All entries submitted become the property of Sponsor and none will be acknowledged. Sponsor collects personal information from you when you enter the Drawing.

15. **WINNERS LIST.** For name of winner(s) send a self-addressed stamped envelope to Sponsor "The Breckenridge® Giveaway" Winners List Request, Breckenridge Ski Resort PO BOX 1058 Dept. BK-3, Breckenridge, Colorado 80424.