

#### SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCE OF WINNING. FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED BY ALL U.S. FEDERAL, STATE, LOCAL LAWS, CODES AND OTHER SIMILAR GOVERNING LAWS, RULES, REGULATIONS AND/OR ORDINANCES.

### **1. ELIGIBILITY**

Any sweepstakes, contest, raffle and/or other form of "give away" ("Sweepstakes") is open only to those who sign up at the online page (or other entry method) and who are eligible as of the date of entry. Any Sweepstakes may be commenced at the time specified on the website information for the particular Sweepstakes ("Sweepstakes Period"). The Sweepstakes are open only to legal residents of the United States (excluding residents of any jurisdiction where Sweepstakes would be prohibited by law) who meet the minimum age requirements applicable at the time of Sweepstakes registration, and will be void where prohibited by law. Employees, officers, directors, suppliers, agencies performing advertising, promotional, fulfillment and marketing, their immediate families and those living in the same household of each are not eligible to participate in any Sweepstakes.

You acknowledge that any Sweepstakes conducted by Alaska Alpine Adventures is in no way sponsored, endorsed or administered by, or associated with, any social media platform or other company. You are providing your information to Alaska Alpine Adventures. The information that you provide will only be used for the purposes described in these Official Rules.

### 2. AGREEMENT

BY PARTICIPATING IN ANY SWEEPSTAKES, YOU AGREE TO THE APPLICABLE OFFICIAL RULES, YOU MEET THE ELIGIBILITY REQUIREMENTS AND YOU AGREE TO ACCEPT THE DECISIONS OF ALASKA ALPINE ADVENTURES, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL RESPECTS. BY PARTICIPATING IN ANY SWEEPSTAKES AS AN ENTRANT, ("ENTRANT" OR "YOU") YOU ALSO I) AGREE TO BE FULLY AND UNCONDITIONALLY BOUND BY THE APPLICABLE OFFICIAL RULES) WAIVE ANY RIGHT TO CLAIM AMBIGUITY IN THESE SWEEPSTAKES AND/OR THE APPLICABLE OFFICIAL RULES AND III) FURTHER AGREE TO BE BOUND BY ALASKA ALPINE ADVENTURES' DECISIONS AND INTERPRETATION OF ANY OFFICIAL RULES. ALL DATA REQUESTED AT REGISTRATION, PRIZE FULFILLMENT OR AT ANY OTHER TIME IN CONNECTION WITH ANY SWEEPSTAKES MUST BE ACCURATE. IF INACCURATE INFORMATION IS SUPPLIED, IT WILL RESULT IN YOUR DISQUALIFICATION FROM THE APPLICABLE SWEEPSTAKES AND PREVENT THE AWARDING OF ANY PRIZE THAT YOU MAY HAVE WON.

### 3. HOW TO ENTER

Any Sweepstakes must be entered by submitting an entry using the online form provided or as otherwise noted. The entry must fulfill Sweepstakes requirements, as specified, to be eligible to win a prize. Entries that are not complete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Alaska Alpine Adventures. You may enter only once and you must fill in the information requested. You may not enter more times than indicated by using multiple email addresses, identities or devices in an attempt to circumvent the rules. Authorized account subscriber is the natural person who is assigned the email address by the Internet Service Provider (ISP), online service provider, or other organization responsible for assigning email addresses. If you use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of Alaska Alpine Adventures.

## 4. PRIZES

1. Actual appraised value of the prize may differ at time of prize award. The specifics of the prize shall be solely determined by Alaska Alpine Adventures. No cash or other prize substitution will be permitted except at Alaska Alpine Adventures' discretion. 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 the winner. No substitution of prizes or transfer/assignment of prizes to others or requested may be made for the cash equivalent. Alaska Alpine Adventures may request a winner's name, likeness and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

2. THE LUCKY WINNER WILL BE RANDOMLY SELECTED BY DRAWING ON 5/15/2024 AND WILL RECEIVE ONE COMPLIMENTARY SPOT ON OUR SEVEN-DAY, ALL-INCLUSIVE TWIN LAKES PADDLE HIKING & KAYAKING ADVENTURE IN LAKE CLARK NATIONAL PARK. VALUE UP TO: \$4495.00 SPACE IS LIMITED TO GUARANTEED DEPARTURES ON POSTED DATES ONLY. A GUARANTEED DEPARTURE IS ONE THAT HAS MET A MINIMUM OF THREE FULLY PAID PARTICIPANTS. NOT COMBINABLE WITH ANY OTHER PROMOTION, OFFER, OR DISCOUNT. VALID FOR THE 2024 SUMMER OPERATING SEASON ONLY. THIS TRIP BEGINS AND ENDS IN ANCHORAGE, ALASKA.

## TRIP & DATE DETAILS CAN BE FOUND HERE:

https://alaskaalpineadventures.com/tour/twin-lakes-paddle-lake-clark-nation al-park/

3. Prizes will be provided in accordance with these Official Rules. An Entrant is not a winner of any prize unless and until Entrant's eligibility and the potential Sweepstakes winner have been verified and Entrant

has been notified that verification is complete. Potential winners must comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements.

## 5. ODDS

The odds of winning depend on the number of eligible entries Received.

# 6. WINNER SELECTION AND NOTIFICATION

1. Winners of the Sweepstakes will be selected in accordance with the Official Rules of the particular Sweepstakes. Winners will be notified via email to the email address they entered the Sweepstakes with following the winner selection. Alaska Alpine Adventures shall have no liability for a winner's failure to receive notices due to winners' spam, junk email

or other security settings or for winners' provision of incorrect or otherwise Nonfunctioning contact information. If the selected winner cannot be contacted, is ineligible, fails to claim the prize within Fifteen (15) days from the time award notification was sent, or fails to timely return a completed and executed declaration and releases as required the prize may be forfeited and an alternate winner selected.

2. The receipt by winner of the prize offered in this Sweepstakes is conditioned upon compliance with any and all federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE SWEEPSTAKES AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

# 7. RIGHTS GRANTED

By entering into Sweepstakes you understand that Alaska Alpine Adventures, or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media, now known or hereafter in perpetuity and throughout the World, your entry, including, without limitation, the entry and winner's name, portrait, picture, voice likeness, image or statements about the Sweepstakes, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.

### 8. TERMS

1. Alaska Alpine Adventures reserves the right, in its sole discretion, to cancel, terminate, modify or suspend any Sweepstakes should a virus, bugs, nonauthorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. Alaska Alpine Adventures reserves the right, at its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Sweepstakes or website or violates the applicable terms and conditions. Alaska Alpine Adventures reserves the right, in its sole discretion, to void the entries at issue and/or terminate any Sweepstakes and conduct a random drawing to award the Prize using all eligible entries received as of the termination date.

2. Alaska Alpine Adventures has the right, in its sole discretion, to maintain the integrity of the Sweepstakes, 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 by Sweepstakes rules; or the use of bots, macros or scripts or other technical means for entering.

3. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil laws and should such an attempt be made, Alaska Alpine Adventures reserves the right to seek damages from any such person to the fullest extent permitted by law.

4. Alaska Alpine Adventures reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry

process or the operation of any Sweepstakes or be acting in violation of the Official Rules or any other promotion, or in an unsportsmanlike or disruptive manner and to take any further action to the fullest extent permitted by law. Alaska Alpine Adventures' failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

5. By entering the Sweepstakes, you agree to receive email newsletters periodically from Alaska Alpine Adventures. You can optout

of receiving this communication at any time by clicking the unsubscribe link in the newsletter.

# 9. LIMITATION OF LIABILITY

1. By entering into any Sweepstakes you agree to release and hold harmless Alaska Alpine Adventures 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 Sweepstakes 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 malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error that may occur in the administration of the Sweepstakes. 2. NOTWITHSTANDING THE FOREGOING, IN THE EVENT THAT THE PRECEDING RELEASE IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE INVALID OR VOID FOR ANY REASON, THE ENTRANT AGREES THAT, BY ENTERING THE SWEEPSTAKES, (I) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THE SWEEPSTAKES, OR ANY PRIZES AWARDED, SHALL BE RESOLVED INDIVIDUALLY WITHOUT RESORT TO ANY

FORM OF CLASS ACTION; (II) ANY CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUTOFPOCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THE SWEEPSTAKES, BUT IN NO EVENT ATTORNEY'S FEES; AND (III) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED AND ANY OTHER DAMAGES, OTHER THAN DAMAGES FOR ACTUAL OUT-OF-POCKET EXPENSES. ANY CLAIM OR DISPUTE AGAINST ALASKA ALPINE ADVENTURES WITH RESPECT TO THE DRAWING MUST BE BROUGHT WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ARISES.

3. Winners will be solely responsible for any costs associated with receipt of any prize, including, but not limited to, all federal, state and local taxes. Winners will also be responsible for any and all taxes or fees relating to participation in any Sweepstakes, or use and/or redemption of any prizes. Alaska Alpine Adventures, its employees, trustees/directors, officers, agents, representatives and/or assigns will not be liable for any loss, injury or damage to persons, property or otherwise in connection with or relating to any prize or any Sweepstakes. Alaska Alpine Adventures will not replace a lost or stolen prize once it has been issued to the winner(s). 4. By participating in these Sweepstakes and/or accepting a prize, any winner agrees to release and hold harmless Alaska Alpine Adventures, its respective employees, trustees/directors, officers, agents, representatives, investors, assigns and/or Alaska Alpine Adventures for any and all liability or damage, for any injuries, loss, damage of any kind to person, including death, and property, arising in whole or in part, directly or indirectly by participation in any Sweepstakes or use or redemption of any prize, or awarding, receipt, possession, use and/or misuse of any prize awarded herein and

acknowledges that Alaska Alpine Adventures, and its respective

employees and agents have neither made nor are in any manner responsible or liable for warranty, representation or guarantee, express or implied, in fact or and law, relative to any prize, including, but not limited to, its quality, mechanical condition or fitness for a particular purpose.

5. Alaska Alpine Adventures has the right to make use of any information provided by you for business purposes. Alaska Alpine Adventures will not be responsible for any confidential or proprietary information from You.

6. By participating in any Sweepstakes, You agree to be bound by these rules and regulations and decisions made by Alaska Alpine Adventures as well as other applicable terms and conditions. Alaska Alpine Adventures, its employees, directors, officers, agents, representatives, investors, assigns and/or Alaska Alpine Adventures are not responsible for any typographical or other error in any Sweepstakes material or offer, in the administration of the Sweepstakes or in the announcement of the prizes. Additionally, Alaska Alpine Adventures will not be responsible for any human error, lost/delayed data transmission or omission, interruption, deletion, problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software or injury or damage to any computer related to or resulting from participation or downloading any materials in any Sweepstakes.

### **10. PRIVACY**

Alaska Alpine Adventures will not share, sell, rent, or release your personally identifiable information to others, unless required by law. Alaska Alpine Adventures will utilize the information provided for its own marketing and other business purposes. Alaska Alpine Adventures will not share the information with others for any reason, except when to do is required by law.

### **11. TAX INFORMATION**

All federal, state, local, and other taxes on any prize are the sole

responsibility of the applicable winner. All prize winners are solely responsible for paying and reporting, as and when required by law, all income taxes and other taxes and expenses attributable to any prize, whether or not Alaska Alpine Adventures makes any withholding for taxes from the amount, and each winner authorizes Alaska Alpine Adventures to withhold from any prize any and all amounts to be withheld by applicable law and shall indemnify, defend, protect and hold harmless Alaska Alpine Adventures against all claims relating to such taxes and expenses.

### 12. GENERAL

Any Sweepstakes is conducted in English (which will be given its everyday ordinary meaning), and any and all disputes that cannot be resolved between the parties within Thirty (30) days of the date of the commencement of negotiations between the parties, and causes of action arising out of connected with any Sweepstakes, will be resolved through nonbinding mediation. The parties shall select a neutral third party each to administer the mediation. The mediation will be conducted in accordance with the American Arbitration Association Rules addressing mediation. If the dispute is not resolved through mediation within a reasonable time period, not to exceed Sixty (60) days, as hereinabove provided or otherwise by agreement, the dispute shall be finally settled by binding Arbitration. The Arbitration will be conducted expeditiously in accordance with the American Arbitration Commercial Arbitration Rules at a mutually agreeable location. Any award rendered in arbitration shall be limited to those remedies available to any appropriate court of competent jurisdiction in the State of Alaska, exclusively, and subject to the laws of the State of Alaska, including awarding attorneys' fees and costs of the legal proceeding to the prevailing party. The award rendered through arbitration shall be final and binding upon the parties and judgment thereon may be entered in any court of competent jurisdiction for execution.