

**“2020 Burton U.S. Open Snowboarding Championships VIP Giveaway” Sweepstakes
Official Rules**

**NO PURCHASE OR OBLIGATION NECESSARY TO ENTER OR CLAIM A PRIZE.
NON-PURCHASE ENTRIES AND PURCHASE ENTRIES HAVE AN EQUAL CHANCE OF WINNING.**

Sweepstakes Period: The “2020 Burton U.S. Open Snowboarding Championships VIP Giveaway” Sweepstakes (the “Sweepstakes”) begins at 9:00:00 AM Eastern Standard Time (“EST”) on January 13, 2020, and ends at 11:59:59 PM EST on February 3, 2020 (“Sweepstakes Period”). The Burton Corporation’s (“Sponsor”) computer, or that of its designee, runs the official clock for the Sweepstakes and will solely determine the time by which an entry is received.

Eligibility: Sweepstakes is open to all legal residents of the fifty (50) United States and the District of Columbia (“D.C.”), excluding Rhode Island, who are at least twenty-one (21) years of age or older at the time of entry. Employees and consultants of the Sponsor and any of its respective parent companies, related subsidiaries and affiliated companies, prize suppliers, and advertising and promotion agencies and each of their immediate family members (spouse, parents, children, siblings, and their respective spouses regardless where they live) and individuals living in the same households of the above, whether or not related, are not eligible to enter or win a prize (“Prize”). Each entrant by participating in the Sweepstakes agrees to be bound by these Official Rules and the Sponsor’s decisions. Void where prohibited or restricted by law. The Sweepstakes is subject to all applicable federal, state, provincial and local laws and regulations.

How To Enter:

Go to the Sweepstakes registration page located at:

www.burtonusopenvipexperience.splashthat.com any time during the Entry Period. The web site will contain a description of the Sweepstakes and a link to the official entry form. Complete the required information on the entry form, which may include, among other things, full name, e-mail address, and related registration information as prompted. Entrant must complete the entry form with all required information and click “submit” for the entry to be eligible.

Entry is limited to one (1) entry per participant. If more than one (1) entry is received from an entrant, only the first entry will be considered and accepted.

Entries made with multiple e-mail addresses, under multiple identities or through the use of any agent or other device or artifice to enter multiple times will be deemed invalid. Multiple Sweepstakes entrants are not permitted to share the same email address. Mechanically reproduced, illegible or incomplete entries will not be eligible. All entries must be submitted in the name of an individual person and Prizes can only be awarded to the person whose name is listed on the entry. Sponsor assumes no responsibility for incorrect or inaccurate entry information, human error or technical malfunctions, lost/delayed data transmission, omission, interruption, deletion, defect, line failures of any computer equipment or software, or any combination thereof, or for lost, stolen, late or misdirected entries. All entries become the property of the Sponsor, and will not be acknowledged or returned. By entering the Sweepstakes, entrants agree to the use by Sponsor and its designees of their names and photographs/likenesses for any advertising and promotional purposes, worldwide, and in perpetuity, in any and all forms of media, now known or hereafter devised (including and without limitation, the Internet) without additional compensation except where prohibited by law. Upon request, Prize Winner (“Winner”) agrees to consent to such in writing.

Random Drawings: A random drawing to select one Winner will be conducted on or about the end date stated in the Sweepstakes Period above from among all eligible entries received. Entries do not roll over to future sweepstakes. All drawings will be conducted by Sponsor, who is an independent judging organization, whose decisions are final and binding in all matters relating to the Sweepstakes.

Winner Notification and Verification: Sponsor will notify potential winner by email at the email address provided with the entry on or about four (4) business days after the drawing date. Potential winner will be required to provide their mailing address information (e.g., full name, street address, city, state and zip code), and age within seven (7) days of issuance of notification that he or she is a potential winner. Potential winner may be required to complete and sign an Affidavit of Eligibility and Liability Release and a Publicity Release (collectively the “Affidavit”); and IRS Form W-9, all of which must be returned within seven (7) day from Prize notification date or the Prize will be forfeited and awarded to an alternate potential winner. Winner may also be required to furnish their social security number that will be used only for the purpose of reporting the Winner’s Prize earnings to the Internal Revenue Service, as required by law. If a potential Winner is a minor in his or her state of residence, the potential Winner’s parent or legal guardian must sign all required documents. Failure to timely return any documents requested, return of Prize notification as undeliverable, or noncompliance with these Official Rules will result in such potential Winner being disqualified. Sponsor shall have no further obligation to that potential Winner, and an alternate Winner will be selected.

Prize Description and Approximate Retail Value (“ARV”):

One (1) Prize will be awarded with an ARV of USD \$4,900.00 and includes the following:

- Two (2) Roundtrip flights from Winner’s nearest major airport to destination airport for Winner and their travel companion. Shuttle service will be provided to transport Winner and their travel companion to and from airport and hotel accommodations.
- Four (4) nights hotel accommodations.
- Three (3) days of lift tickets for Winner and guest.
- Two (2) VIP Credentials to the 2020 Burton U.S. Open Snowboarding Championships to be held in Vail, Colorado February 24th – 29th , 2020, including two (2) USO VIP backpacks filled with various USO apparel and two (2) tickets for access to the Burton U.S. Open closing party at the Dobson Ice Arena on February 29th 2020.

Travel (when applicable) includes round-trip economy class airfare and includes carrier and government-imposed taxes and fees including the September 11th Security Fee. Travel is subject to availability and cannot be combined with any other discount/promotion.

Prize is provided on an “as is” basis, without any warranty of any kind. Prize is non-transferable. Prize may not be redeemed for cash. Sponsor reserves the right to substitute a Prize (or portion thereof) of equal or greater value if the advertised Prize (or portion thereof) becomes unavailable. The odds of winning the Prize depends on the total number of eligible entries received. In no event will more Prizes be awarded than those listed in these Official Rules. Decisions of the judges will be final and binding on all matters relating to this Sweepstakes. **By accepting a Prize manufactured or supplied by a third-party manufacturer or supplier, Winner acknowledges and agrees that the Released Parties have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prize, including without limitation, its quality, mechanical condition or fitness for a particular purpose.**

Winner and their guest must travel on the same itinerary and on the same dates.

Air transportation shall be by coach class roundtrip from a major gateway to the location of the Prize, and all such travel arrangements will be made by a designated representative whose decisions regarding the itinerary are final and binding. Selection of airline and airport shall be at the discretion of Sponsor. Winner and their travel companion must have valid travel documents (e.g., government issued I.D., passport, along with any other travel documents in order to travel prior to departure), and failure to do so may result in forfeiture of Prize. Winner and their travel companion are solely responsible for satisfying all legally required conditions of travel. Winner and their travel companion must be 21 years old as of the date of travel. Sponsor is not liable for any expenses incurred as a consequence of flight cancellation or delay or any weather or airline issues that prevent the Winner and their travel companion, if applicable, from traveling, in which event any missed portion of the Prize is forfeited in its entirety and no substitution will be provided.

Winner is responsible for any and all applicable fees, service charges, surcharges or passenger facility charges, all insurance, federal, state, and local taxes, if any, gratuities, meals, incidental charges and any other unspecified expenses associated with acceptance or use of the Prize.

All estimated retail values are subject to change based on, among other things, normal price fluctuations associated with the travel in the marketplace and date of departure.

PRIZE NOTE: In the event the Prize Winner or their guest engage in behavior that (as determined by the Sponsor or Sponsor’s representative and in their sole discretion), is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor or the Sponsor’s representative has the right to terminate the experience, in whole or in part, with no further compensation.

Conditions of Entry: Use of any automated entry software is prohibited. Electronically reproduced, mechanically reproduced, illegible, incomplete or inaccurate entries are void. By participating, entrants agree to comply with these Official Rules including all eligibility requirements. In case of a dispute as to the owner of an online entry, online entry will be deemed to have been submitted by the authorized account holder from which the entry is made. Sponsor, and its parent company, affiliates, subsidiaries, divisions, advertising and promotion agencies, and all of their officers, directors, shareholders, employees, representatives and agents (collectively “Releasees”) are not responsible for: (i) incorrect or inaccurate transcription of entry information, or for any human, typographical or printing errors, (ii) technical malfunctions,

lost/delayed data transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, inability to access any online service or web site, inability to submit the online enrollment form, or any other error or malfunction, or any injury or damage to entrant's or any other person's computer related to or resulting from participation or downloading any materials in this Sweepstakes, (iii) or for late, lost, stolen, illegible, damaged, incomplete, inaccurate, undelivered, delayed or misdirected entries for any reason including computer, telephone, paper transfer, or process any transaction thereon, (iv) errors which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the Prize or in any Sweepstakes related materials. Entry materials that have been tampered with or altered are void. If, in the Sponsor's opinion there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of this Sweepstakes, or if technical difficulties compromise the integrity of this Sweepstakes, the Sponsor reserves the right to disqualify any individual (and void their entry and/or prevent them from future entry), and/or who tampers with the entry process and/or who is acting in violation of these Official Rules modify or cancel or terminate this Sweepstakes, in whole or in part, at any time without notice and award the Prize in a random drawing from among all non-suspect eligible entries received as of the termination date. **Caution:** Any attempt by an entrant or any other individual to deliberately damage any online service or web site or undermine the legitimate operation of this Sweepstakes may be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek damages and/or other remedies from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. Sponsor reserves the right to modify Prize award procedures at their discretion.

Disputes and Limitation of Liability: By participating in the Sweepstakes, except where prohibited, entrants agree: [1] to release, indemnify and hold harmless Releasees and each of their respective agents, representatives, officers, directors, shareholders and employees from and against any injuries, losses, damages, claims, actions and any liability of any kind resulting from or arising from participation in the Sweepstakes or acceptance, possession, use, misuse or nonuse of the Prize (including any travel or travel-related activity thereto) that may be awarded; [2] any and all disputed, claims and causes of action arising out of or connected with this Sweepstakes or any Sweepstakes Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by within the State of Vermont; [3] any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorney's fees; and [4] under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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. This Sweepstakes and these Official Rules shall be interpreted in accordance with the laws of the State of Vermont without regard to its principles of conflicts of law. Releasees are not responsible for technical, computer, mechanical, printing, typographical, human or other errors relating to or in connection with the Sweepstakes, including, without limitation, errors which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the Prize or in any Sweepstakes related materials; or for stolen, lost, late, misdirected, damaged, incomplete, inaccurate, undelivered, delayed or illegible entries or; for electronic, computer, or telephonic malfunction or error, fail to enter into the processing system, or are processed, reported, or transmitted late or incorrectly or are lost for any reason including computer, telephone, paper transfer, or process any transaction thereon.

Privacy: By providing your email address and other contact information you are opting to receive additional information and marketing or promotional material from Sponsor. Information collected from entrants is also used for the purpose of the Prize drawing and to notify the Winner, and will not be sold or shared in any manner by Sponsor or any third parties.

Who Won: To request the identification of the winner, send an e-mail with the subject line: "2020 Burton U.S. Open Snowboarding Championships VIP Giveaway" to info@burton.com. Requests must be received no later than February 29th , 2020.

Sponsor: The Burton Corporation, 180 Queen City Park Rd, Burlington, VT 05401