

## K2 Skis #iwantpinnacles Instagram Giveaway

NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

The 'K2 SKIS #iwantpinnacles Instagram Giveaway (the "Contest") is sponsored by K2 Skis 413 Pine St 3<sup>rd</sup> Floor, Seattle, WA 98101 (the "Sponsors") There one (1) Prizes to be awarded to one (1) contestant. Chances of winning depend on the total number of eligible entries. Who Can Enter: 1. The Contest is open only to entrants who, as of the entry date, are permanent legal residents of Canada or the 50 United States and the District of Columbia, excluding the Province of Quebec and the States of Rhode Island, New York, and Florida, who are at least twenty-one (21) years old. The Contest is void outside Canada and the 50 United States and the District of Columbia; void in the States of Rhode Island, New York, and Florida, the Province of Quebec, and where prohibited or restricted by law. 2. The Contest is subject to all federal, provincial, and municipal laws, and is void where prohibited. 3. Employees of the Sponsors, the Prize Provider or any of their respective affiliates, subsidiaries, advertising agencies, or any other company or individual involved with the design, production execution or distribution of the Contest and their immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members (people who share the same residence at least three (3) months out of the year) of each such employee are not eligible. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

Timing: 4. The Contest is open from September 26, 2017 at 9:00 AM Pacific Standard Time ("PST") and close on October 10<sup>th</sup>, 2017 PST 12:00 AM (the "Contest Period").

How To Enter: 5. Eligible entrants will post photos on their personal Instagram account tagging @k2skis and using the hashtag #iwantpinnacles 6. K2 Skis picks random winners based off best photo submission 7. Prizes will be given out no later than November 15th, 2017. 8. Photos are rights free and can be used by K2 Skis for promotional purposes 9. Any use of an electronic device to enhance or alter entrants' odds of winning will count as a fraudulent entry. Entries that are fraudulent are not permitted and will be declared invalid. 10. All entries become the property of the Sponsor and will not be acknowledged or returned. Receipt of entries for the random draw will not be acknowledged, and proof of submission of an entry will not be deemed proof of receipt. 11. The Sponsor reserves the right to delete any entries or remove participants that are in violation of the Official Rules. 12. By participating in the Contest, entrants agree to be bound by these Official Rules. 13. Entrants may only win once. Prize Winner: 14. K2 Skis will choose a winner based off photo submissions between October 11th, 2017 9:00AM PST and November 12<sup>th</sup>, 2017 12:00PM. 15. Following the draw for the Prize, the selected entrant will be contacted by email address provided while being publically announced through K2 Skis social media outlets upon release form signature. 16. In order to be verified the Prize winner, the selected entrant must: 2 i. Respond to the prize notification email or telephone call within five (5) days of transmission; ii. Sign a declaration stating that he/she: (i) has read, understands and complies with the Official Rules; (ii) forever and irrevocably releases and holds harmless Sponsors, the Prize Provider and their parents, subsidiaries and affiliates, and their respective agents, advertising and promotion agencies, partners, prize suppliers, employees, officers, directors, and shareholders from and against all claims, damages or liabilities arising in whole or in part, directly or indirectly, from entrant's participation and/or entry in the Contest and/or entrant's award, receipt or use of any prize awarded in the Contest; (iii) Consent to the announcement of the winner's name and the use by or on behalf of the Sponsor of the winner's name and/or photograph and/or video for advertising and promotional purposes, without any further compensation to the winner; and (iv) Consent to the Prize Provider's rules pertaining to the use of the Prize, including executing Prize Provider's standard waiver and release of claim document pertaining to the Prize. 17. Should the selected entrant fail to comply with any of the requirements contained in these Official Rules, the Prize will be automatically forfeited and another entrant will be selected and the initially selected entrant will be disqualified and will have no recourse towards the Sponsor, the Prize Provider or anyone involved in the Contest. 18. Return of any prize notification email as "undeliverable" may result in disqualification, and an alternate winner may be selected. The Prize: 20. One (1) prize will be awarded. The Prize is for one (1) winner: one (1) pair of Pinnacle 88 skis in size 177cm. 21. The winner must be able to redeem the Prize during the 2017 season. If

the winner is not able to redeem the Prize during this time the prize will be forfeited and no alternative prize will be awarded. 22. The Sponsor reserves the right, but has no obligation, to substitute prizes in whole or in part with a prize of equal or greater value in the event a prize is not reasonably available at its discretion. 23. All elements of the Prize are non-transferable, non-exchangeable, not for re-sale and nonrefundable. The approximately retail value of the prize is \$800 (eight hundred) Dollars (USD). The Prize winner is not entitled to receive any payment for any possible difference between the actual value of the prize and the estimated USD \$800 value of the Prize. Prize must be accepted as awarded. No cash alternatives, substitution or transfers of the Prize will be allowed. Other Matters: 24. The Contest is subject to all applicable federal, provincial and local/municipal laws and is void where prohibited by law. If any provision of these Official Rules is found by any court of competent jurisdiction to be unenforceable, all other provisions will remain in full force and effect. 25. The Sponsor and the Prize Provider will not, under any circumstances, be responsible for, or liable to any entrant or any other person for: i. any erroneous lost, damaged, late, incomplete, misdirected, deleted, defective, or altered Contest registrations, regardless of the cause, including, but not limited to, failure of the Site; ii. any failure for any reason whatsoever of the selected entrant to receive a prize notification; iii. any changes in email addresses after Contest registrations are submitted; and iv. any computer, online, telephone, or technical malfunctions or errors that may occur, regardless of the cause; and v. unauthorized intervention in any part of the entry process or the Contest; and 3 vi. printing, typographical, electronic or human errors which may occur in the offer or administration of the Contest or the processing of entries; and vii. any injury or damage to persons or property, including but not limited to entrant's computer, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest, or from viewing, playing or downloading any material from Sponsors' website(s), regardless of whether the material was prepared by Sponsors or a third party, and regardless of whether the material is connected to Sponsors' websites by a hypertext link. 26. If for any reason the Contest is not capable of being conducted as intended by the Sponsor, including due to computer viruses, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause that corrupts or interferes with the administration, security, fairness, integrity or proper conduct of the Contest, the Sponsor may, at its sole discretion, disqualify any entrant responsible for such misconduct and cancel, terminate, modify, or suspend the Contest. 27. Should tax liability arise, then it will be the responsibility of the winner and winner's guest to notify their own Government's relevant tax department. The Sponsor takes no responsibility or liability for taxation or for any other costs incurred in connection with the prizes received in this Contest. 28. Decisions of the Sponsor are final and binding. 29. By entering the Contest, participants consent to the Sponsor's collection, use, and disclosure of the personal information provided in the Contest registration for the administration of the Contest, including posting of the winner's name and city of residence on the Sponsor website, and in aggregated, non-personal form in order to create reports regarding Contest entrant demographics and consumer habits, which reports the Sponsor may disclose to others. The Sponsor will use the entrant's personal information only for identified purposes, and protect the entrant's personal information in a manner that is consistent with K2 Skis' Privacy Policy. Entrants may write to the Sponsor and request that their information be removed from the Sponsor's records. 30. To be notified of the Prize winner, send a self-addressed, stamped envelope (ensure sufficient postage is included) to: K2 Sports ATTN Nick Meilleur 413 Pine St, Seattle, WA 98101. Requests for the winner's name must be received no later than May 30th, 2017 31. Entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Contest, or any prizes awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in the U.S. District Court for the Western District of Washington or the Superior Court located in King County, Washington; entrant submits to sole and exclusive personal jurisdiction to said courts in the State of Washington for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; (b) any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred, including costs associated with entering this Contest 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. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant or Sponsor in connection with the Contest shall be governed by, and construed in accordance with, the laws of the State of Washington, without giving effect to any choice of law or conflict of law rules

of provisions (whether of the State of Washington, the United States, Canada, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Washington.