

A DELUXE ASPEN STAY GETAWAY (the “Contest”)

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.

AGREEMENT TO THE OFFICIAL RULES: By participating in the Contest, all entrants fully and unconditionally agree to and accept these Official Rules and the Sponsor’s decisions which are final and binding in all matters related to the Contest. Winning a prize (described below) is contingent upon fulfilling all requirements set forth herein.

SPONSOR: The Contest is sponsored by Aspen Skiing Company, 117 Aspen Airport Business Center, Aspen, Colorado, 81611 and the Aspen Chamber Resort Association, 590 N. Mill Street, Aspen, Colorado, 81611 (“Sponsor”). All questions related to the Contest should be directed to Sponsor.

CONTEST PERIOD: The Contest starts on September 26, 2024 at 12:01 AM MST and ends on September 30, 2024 at 11:59 PM MST (“Contest Period”). The Contest computer, as determined by Sponsor in its sole discretion, is the official time keeping device for the Contest.

ELIGIBILITY:

To enter the Contest you must be a lawful permanent resident (i.e., have the legal right to permanently live and work) of the 48 Contiguous United States, the District of Columbia, and be 21 years of age or older. Contest is void outside of the 48 Contiguous United States (and the District of Columbia), and where restricted or prohibited by law. The Contest and any web site pages and advertisements relating thereto is intended for viewing only within the United States. You are not authorized to enter or participate in the Contest if you are not located within the United States at the time of entry and receipt of the prize. Employees of Sponsor or other participating brands, their affiliated companies, parents, subsidiaries and advertising and promotion agencies, (collectively, “Contest Entities”), and their immediate families and members of their households, are ineligible to participate in this Contest.

HOW TO ENTER:

1. To enter the Contest, during the Contest Period, (a) follow @thelittlenell and @aspenco on Instagram; (b) like the contest post; (c) tag three (3) friends in one (1) comment on the contest post and (d) share the contest post to your story and tag @thelittlenell and @aspenco. Proof of submission of an entry does not constitute proof of receipt by Sponsor. All entries are subject to the Sponsor’s Privacy Policy and Terms of Use. Sponsor is not responsible for any incomplete, lost, stolen, damaged, or illegible entries or for address changes of entrants. An entry is only good for this Contest you “like” and

comment on, and will not be carried forward or be eligible for any future promotion of any kind of the Sponsor.

2. Once your entry is received and all steps are followed, you will be entered and eligible to win a prize (subject to the residency, participation and location requirements above). One (1) entry per person is permitted provided the person entering the promotion shares the giveaway on their Instagram account. Responsibility is not accepted for entries lost, damaged or delayed as a result of any network, computer hardware or software failure of any kind. Proof of sending will not be accepted as proof of receipt, and no correspondence will be entered into. If it is suspected in our sole discretion that an entrant uses multiple e-mail addresses to submit more than one (1) entry, only one (1) entry will be considered.

ODDS: Odds of winning depend on the total number of eligible Entries received during the Contest Period.

PRIZES:

The Grand Prize winner will receive:

- Two (2) Associate Passes for the 2025 FOOD & WINE Classic in Aspen, Colorado – Friday, June 20, 2025 through Sunday, June 22, 2025
- One (1) guest room at The Little Nell for three (3) nights – Thursday, June 19, 2025 through Sunday, June 22, 2025.
- Complimentary ground transfers between Aspen Airport and The Little Nell.
- Food & beverage credit at The Little Nell – value: \$250.

Approximate Retail Value (“ARV”) of the Grand Prize is: \$10,750.

Prizes are awarded “as is” with no warranty or guarantee, either express or implied by Sponsor. Winner may not substitute, assign or transfer a prize or redeem a prize for cash, but Sponsor reserves the right, at its sole discretion, to substitute a prize (or portion thereof) with one of comparable or greater value. All prize details are in Sponsor’s sole discretion. All costs and expenses associated with Prize acceptance and use not specified herein as being provided are the sole responsibility of Winners.

ENTRY DEADLINE/RECEIPT:

The winner will be selected from all eligible entries by Sponsor, whose decisions are final and binding in all respects. Odds of winning a prize depends upon the number of eligible entries received.

For purposes of these Contest, a day ("Day") is defined as a calendar day beginning at 12:00AM PST and ending at 12:00AM PST the following day. Sponsor’s computer is the official time-keeping device for the Contest. Use of any automated system to participate is prohibited and will result in disqualification.

All entries and requests become the property of Sponsor and will not be acknowledged or returned. In the event of a dispute over who submitted an entry, the entry will be deemed

submitted by the authorized account holder of the Instagram account submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an Instagram account by an Internet access provider, on-line service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning Instagram accounts for Winner will be notified by Instagram direct message on or about October 2, 2024 from the @thelittlenell and @aspenco Instagram accounts. If a winner cannot be reached within five (5) business days from the first notification attempt, then such person shall be disqualified and an alternate winner will be selected.

Sponsor reserves the right to substitute a prize of equal or greater value if the Grand Prize cannot be awarded as described for any reason. Taxes, gratuities and other expenses not specifically identified in these Official Rules are the sole responsibility of the Grand Prize Winner. No transfer or substitution for the prize allowed except at Sponsor's sole discretion.

GENERAL CONDITIONS: By participating, each entrant agrees: (a) to abide by these Official Rules and decisions of Sponsor, which shall be final and binding in all respects relating to this Contest; (b) to release, discharge and hold harmless Sponsor and its respective affiliates, subsidiaries, distributors, and advertising and promotion agencies, and the respective officers, directors, shareholders, employees, agents and representatives of the foregoing (collectively, "Released Parties") from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from entrant's participation in the Contest or any Contest-related activity or the acceptance, possession, use or misuse of the prize; and (c) to the use of his/her name, voice, performance, photograph, caption, and/or likeness for programming, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsor and its designees, without compensation (unless prohibited by law) or additional consents from entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use. By participating, entrant also agrees not to release any publicity or other materials on their own or through someone else regarding their participation in the Contest without the prior consent of the Sponsor, which it may withhold in its sole discretion.

MISCELLANEOUS: Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, deleted, removed or garbled Entries, tweets, comments or posts or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of Entries, the announcement of the prize, or in any Contest-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users,

tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Contest or downloading materials from, or use of, the website. Persons who tamper with or abuse any aspect of the Contest, who act in an unsportsmanlike or disruptive manner, or who are in violation of these Official Rules, all as solely determined by Sponsor, will be disqualified and all associated entries will be void. Should any portion of the Contest be, in Sponsor's sole opinion, compromised for any reason, including virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of Entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Contest (or portion thereof) and, if terminated, at its discretion, select the potential winner from among all non-suspect, eligible Entries received prior to action taken. CAUTION: ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK ANY AND ALL REMEDIES AVAILABLE FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

DISPUTE RESOLUTION: Except where prohibited, by participating in the Contest entrants agree that: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participant(s) and Sponsor and its agents shall be governed by and construed exclusively in accordance with the laws of the State of Colorado without giving effect to any principles of conflicts of law of any jurisdiction. Entrant agrees that any action at law or in equity arising out of or relating to this Contest, or awarding of the prizes, shall be filed only in the state or federal courts located in either Denver or Pitkin County, Colorado and entrant hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action. Except where prohibited, by participating in this Contest, each entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Contest, or awarding of the prizes, shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Contest but in no event attorneys' fees; and (c) under no circumstances will any participant be permitted to obtain awards for and 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 limitations or exclusion of liability for incidental or consequential damages, so the above may not apply to you.