

## **BIKE PARKS BC presents "The Ultimate Summer of Free Ride Contest – Part 2"**

The following contest is open to anyone who will be 19 years or older on July 30, 2010 and shall only be construed according to the laws of the Province of British Columbia, Canada.

The Contest is called the "2010 BIKE PARKS BC The Ultimate Summer of Free Ride Contest – Part 2" (the Contest").

### **YOU MUST BE 19 YEARS OR OLDER ON JULY 30, 2010 TO ENTER THIS CONTEST. NO PURCHASE IS REQUIRED TO ENTER. ONLY ONE ENTRY PER PERSON IS ALLOWED.**

By indicating you are at least 19 years of age, agreeing to the contest rules and completing and submitting an entry, you acknowledge that you have read, understood and complied with these rules (the "Official Rules") in their entirety and agree to abide by these rules, which are final and binding on all matters pertaining to the Contest. WINNERS WILL BE DETERMINED BY THE CRITERIA SET FORTH HEREIN. From all eligible entries received, the winner(s) will be selected in the manner detailed below. The Contest may not be used in any form of gambling.

### **CONTEST PERIOD:**

The Contest entry for the Grand Prize runs from approximately July 30, 2010 (12:00:01 A.M. PST) until September 15, 2010 at (11:59:59 P.M. PST), the Contest Closing Date.

### **ELIGIBILITY:**

No purchase necessary to enter or to win. The Contest is offered electronically via the Internet ("Online") to all entrants who are 19 years of age on the date that the Contest begins.

To be eligible, participants must have online access with a valid e-mail address as of the date of their entry. If the identity of an entrant is disputed, the authorized account holder of the e-mail address submitted at the time of entry will be deemed to be the entrant. The individual assigned to the e-mail address by an online service provider, Internet access provider or other organization responsible for assigning the e-mail address for the domain associated with the submitted e-mail address is considered the authorized account holder. An entrant may be required to provide the Sponsors (Bike Parks BC) with proof that she or he is the authorized account holder of the e-mail address associated with the winning entry.

Employees and persons domiciled with employees of any of the resorts/partners that constitute Bike Parks BC (i.e. Whistler Blackcomb, Sun Peaks Resort, Mount Washington Resort, Silver Star Resort, Tourism Fernie) or any other sponsoring organization, their affiliates, parent companies, subsidiaries, advertising agencies, site providers are not eligible to participate in this Contest.

Government Agencies are not connected with this Contest and are not liable in any way whatsoever in regard to any matter which relates to this Contest. To be eligible, an entrant must comply with the Official Rules.

### **HOW TO ENTER and HOW TO WIN:**

To participate in the 2010 BIKE PARKS BC The Ultimate Summer of Free Ride Contest – Part 2, visit [www.bikeparksbc.com](http://www.bikeparksbc.com) and click on The Ultimate Summer of Free Ride Contest link or visit the contest Face Book page at <http://www.facebook.com/BikeParksBC>.

Once the contest page on the Bike Parks BC website or Face Book page is opened, entrants can submit their entry for the contest by confirming that they are 19 years or older on July 30, 2010, reading and clicking "I AGREE" to confirm agreement with the Official Rules, and fully completing all of the information requested on the contest entry form.

Once all the required information has been entered, entrants can click "SUBMIT" to officially enter the Contest. By entering the Contest, participants agree to be bound by the Official Rules of the Contest.

All entries must be received no later than September 15, 2010. All entries for the grand prize received after September 15, 2010 will not be eligible for the grand prize.

Each eligible contest entrant may only enter the contest once during the contest entry period. Duplicate entries will be void from the final draw.

By entering this Contest, participants agree to be bound by the Official Rules of the Contest. Bike Parks BC reserve the right to remove any entry or refuse to allow an entry based on content.

By entering the Contest, participants agree to allow Bike Parks BC to use submitted materials, whether photo, video, or story, in future Bike Parks BC promotions or editorial without consent or compensation.

### **WINNER SELECTION PROCESS**

One (1) winner will be randomly selected for the Grand Prize from the entries received during the official contest entry period; July 30, 2010 to September 15, 2010. Each eligible contest entrant may only enter the contest once during the contest entry period.

### **ANNOUNCING THE GRAND PRIZE WINNER**

The Grand Prize winner will be announced on September 20, 2010, five (5) days after the closing date for the Grand Prize entry period (September 15, 2010).

The Grand Prize winner will be contacted by phone and/or email within five (5) business days after the closing date. If the winner is unable to be contacted after three (3) attempts, he or she forfeits their prize and another finalist may, at the sole discretion of Sponsors, be selected.

### **PRIZE DESCRIPTIONS**

There is one (1) Grand Prize available for the contest winner. The Grand Prize consists of **one (1) 2011 season pass for the bike park of the winner's choice**. The winner may choose from the following: Whistler Mountain Bike Park, Silver Star Bike Park, Sun Peaks Resort, Fernie Alpine Resort and Mount Washington Bike Park.

The Grand Prize must be accepted as awarded, is non-transferable and is not convertible to cash. Use of any prize or any portion thereof, for Contest or re-sale is strictly prohibited. No substitution of prize or dates will be permitted. The Sponsors' obligation to the winner is limited to the prize specified above.

### **ODDS OF WINNING:**

The odds of winning are dependant on the number of eligible entries received by the Contest Close Date.

### **GENERAL:**

The Grand Prize winner will be required to sign and return a declaration of eligibility, liability release and, where lawful, a publicity consent form within five (5) business days following the potential winner's response to the prize notification. The Grand Prize winner and their guest will be required to sign waivers at each of the participating resorts, a standard practice for riding in Bike Parks.

Before the prize is awarded the Grand Prize winner must sign a standard declaration of compliance with the Contest rules and release form(s) releasing the Sponsors from any liability occurring as a result of the prize being awarded. The Sponsors will have no liability or responsibility for any claim arising in connection with participation in this contest or any prize awarded.

In addition, Prize winners may be required to provide photo identification establishing that they are 19 years or older on April 30, 2010. Failure to comply with this provision may result in disqualification and potential selection of an alternate winner. Any prize notification returned as undeliverable or any determination that any selected entrant is ineligible, may result in disqualification and potential selection of an alternate winner.

Acceptance of a prize constitutes permission to use the winner's and their guest's name, biographical information, and/or likeness for the purposes of advertising without further compensation, as permitted by law. The Sponsors are not responsible for and shall not be liable for late, lost, misdirected or unsuccessful efforts to notify Winner(s).

The Sponsors and their agents are not responsible for technical, hardware or software failures of any kind, lost or unavailable network connections, failed, incomplete, garbled or delayed computer transmissions including lost, misappropriated or corrupted entries, virus, worm or Trojan Horse damage or any other damage which may limit a participant's ability to participate in the Contest.

Finally, the entrant represents and warrants to Bike Parks BC and its affiliates that the entry will not contain content that she or he does not have the right to transmit under any law, contract or fiduciary relationship or which contains any viruses or any other information that may damage or otherwise interfere with the host's computer systems, data or that of the hosts users.

Winners are responsible for all incidental expenses incurred for accepting the Grand Prize including, but not limited to, air and ground transportation, airport improvement fees, travel insurance, trip cancellation insurance, connector flights, food and beverages, accommodation, tips, departure taxes, fees and surcharges, excess baggage fees, costs associated with obtaining travel documents, visas, or necessary vaccinations, or items of a personal nature.

The winner understands that he or she may not seek reimbursement for any expenses from Bike Parks BC, the Affiliates, the Sponsors or their respective advertising and promotional agencies.

Contestants must ensure they have the appropriate travel documents, such as a valid passport, and no criminal record, before entering contests requiring travel to British Columbia, Canada. Otherwise their entry will be disqualified and the prize re-awarded.

#### **THIS CONTEST IS VOID WHERE PROHIBITED BY LAW.**

#### **RELEASE:**

By entering the Contest and/or accepting a prize, the entrant agrees to release and hold harmless the Sponsors, their respective parent companies, subsidiaries, affiliates, directors, officers, employees and agencies from any liability whatsoever and waive any and all causes of action, for any claims, costs, injuries, losses or damages of any kind arising out of, or in connection with, the Contest or acceptance, possession, or use of any prize (including without limitation claims, costs, injuries, losses or damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory. The Sponsors are not responsible for typographical or other errors in the offer or administration of this Contest, including but not limited to errors in advertising, the Official Rules, the selection and announcement of winners, or the distribution of any prize. The Sponsors, and each of their respective officers, directors, affiliates, related entities, partners, partnerships, principals, representatives, agents, licensees, successors and assigns (i) make no warranty, guaranty or representation of any kind concerning any prize and (ii) disclaim any implied warranty.

#### **GOVERNING LAW:**

This Contest and the Official Rules are governed by and to be construed under the laws of the Province of British Columbia, Canada.

#### **THE SPONSORS:**

Bike Parks BC (the "Sponsors") reserve the right at their sole discretion to disqualify any individual who is found (i) to be tampering with the entry process or the operation of the Contest; (ii) to be acting in violation of the Official Rules; or (iii) to be acting in an un-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

**CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY ALTER OR DAMAGE ANY ENTRY OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSORS RESERVE THE RIGHT TO DISQUALIFY SUCH ENTRANT OR INDIVIDUAL AND SEEK DAMAGES OR ANY OTHER REMEDY FROM ANY SUCH ENTRANT OR INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.**

**RULES:**

The Contest is subject to these complete Official Rules and all applicable federal, provincial and local laws and regulations. By participating in the Contest, you acknowledge that you have read the Official Rules and agree to abide by their terms and by the decisions of the Sponsors, which are final and binding on all matters pertaining to the Contest. All federal, provincial and local laws and regulations apply. The Sponsors reserve the right to terminate this Contest or change these Official Rules at any time, at its sole discretion without notice to participants.