

KHMR Contest Rules

THE FOLLOWING CONTEST IS INTENDED FOR PLAY IN CANADA ONLY AND SHALL ONLY BE CONSTRUED AND EVALUATED ACCORDING TO CANADIAN LAW. NO PURCHASE IS NECESSARY. PARTICIPANTS MUST BE AT THE AGE OF MAJORITY IN THEIR PROVINCE OF RESIDENCE OR OLDER AT TIME OF ENTRY. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES.

1. ELIGIBILITY

To be eligible for this Contest, an individual must: (i) be a legal resident of Canada and (ii) have reached the age of majority in their province of residence at the time of entry. Employees, representatives, agents, immediate family members of employees, representatives, agents and persons domiciled with employees, representatives, agents or immediate family members of employees, representatives or agents of Kicking Horse Mountain Resort (collectively the "Sponsors"), and the Sponsors' respective parents, affiliates, subsidiaries, advertising or promotional agencies, any sponsor and any entity involved in the production, implementation, administration or fulfillment of the Contest, ("Administrators"); or a member of the immediate family or household of any of the above are not eligible to participate in the Contest. In these Rules, "immediate family" means husband or wife, mother, father, brothers, sisters, sons and daughters. This Contest is void where prohibited by law.

2. HOW TO ENTER

The Contest begins at 9:00 AM on Monday, February 11th, 2008 and closes at Noon Pacific Time on Monday, August 4th, 2008. (the "Entry Period"). No purchase is necessary to enter the Contest. To enter the Contest, fill out the on-line entry form located on the Contest page. The submission of the on-line entry form constitutes an "Entry". a. Limit of one entry per person or e-mail address per day per household during the Entry Period. Entries received online shall be deemed to be submitted by the holder of the e-mail account. Multiple Entries by the same person or from the same e-mail address or from the same person from different e-mail addresses in one day shall result in disqualification. All Entries must be submitted no later than the end of the Entry Period (Noon Pacific Time, Monday, August 4th, 2008). All Entries become the property of the Sponsors and none will be returned. Illegible, incomplete, late or garbled Entries will be disqualified.

3. WINNER SELECTION

a. On Tuesday, August 5th, 2008 at 3 pm Pacific Time in Golden, BC, a random draw from all eligible entries received will take place at the Kicking Horse Mountain Resort Head Office located in Golden, BC. The first (1st) name drawn is eligible to win a 2 day 2 night Summer Package. Odds of being selected are dependent upon the number of eligible entries received. The prizes are not transferable or convertible to cash and must be accepted as awarded.

b. THE SELECTED ENTRANT WILL BE NOTIFIED BY email AND MUST RESPOND WITHIN 48 HOURS OF NOTIFICATION. Upon notification, the selected Entrant must respond by telephone to the contact number provided in the notification and the selected Entrant's response must be received within 48 hours of such notification. If the selected Entrant does not respond in accordance with the Contest Rules or the selected Entrant does not comply with the Contest Rules, he/she will be disqualified and will not receive a prize and another Entrant will be selected. Sponsors are not responsible for the failure for any reason whatsoever of selected Entrant to receive notification or for Sponsors to receive selected Entrant's response.

c. The selected Entrant will be required to sign an agreement and release confirming compliance with the Contest Rules and acceptance of the prize as offered and (i) releasing the Sponsors and their respective parent companies, subsidiaries, affiliates, employees directors, officers, suppliers, agents, sponsors and Administrators from any and all liability for any loss, harm, damages, cost or expense arising out of participation in this Contest or participating in any prize-related activity

or the acceptance, use or misuse of any prize, including without limitation costs injuries, losses and damages related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising there from and (ii) granting Sponsors the unrestricted rights, in their collective or individual discretion, to publish without any further compensation the name, picture, portrait, likeness, voice and ideas of that entrant for advertising and promotional purposes. The agreement and release must be returned within five business days of the notification date indicated on the documents or the selected entrant will be disqualified and the prize forfeited.

4. PRIZES

There is one grand prize available to be won consisting of the following:

- 2 nights of accommodation and 2 days of hiking/biking for 2 people at Kicking Horse Mountain Resort.

Please note: Airfare and transportation to Kicking Horse Mountain Resort is NOT part of the prize and WILL NOT be provided to the winner/friends. The Grand Prize must be accepted as awarded and cannot be transferred, substituted or redeemed for cash. Prize must be used before October 12th, 2008.

5. General Conditions

a. All Entries become property of the Sponsors upon receipt and will not be returned and no correspondence will be entered into except with selected Entrants.

b. Any attempt to deliberately damage any Web site or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws and, should such an attempt be made, Sponsors reserve the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

c. Entries are subject to verification and will be declared invalid if they are illegible, incomplete, mechanically reproduced, mutilated, forged, falsified, altered or tampered with in any way.

6. INDEMNIFICATION BY PARTICIPANTS

By entering the Contest, Entrant: (a) releases and holds harmless Sponsors and Administrators and their respective directors, officers, employees, parent companies, subsidiaries, affiliates, suppliers, sponsors and agents from any and all liability for any injuries, loss or damage of any kind to persons, including death, or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any prize, participation in this Contest, or participating in any prize-related activity; and (b) agrees to fully indemnify Sponsors and Administrators and their respective directors, officers, employees, parent companies, subsidiaries, affiliates, suppliers, sponsors and agents from any and all claims by third parties without limitation.

7. CONDUCT

By entering this Contest, Entrants agree to be bound by these Contest Rules, which will be posted at the Contest Website throughout the Contest. Entrants further agree to be bound by the decisions of the judges, which shall be final and binding in all respects. Sponsors reserve the right, in their sole discretion, to disqualify any Entrant it finds to be:

(a) tampering or attempting to tamper with the entry process or the operation of the Contest, the Contest Web site, (b) violating the Contest Rules; (c) violating the terms of service, conditions or use and/or general rules or guidelines of any kickinghorseresort.com property or service, or (d) acting in an unsportsman-like 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 DAMAGE ANY WEB SITE OR UNDERMINE THE

LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE.

8. LIMITATION OF LIABILITY

Sponsors and Administrators assume no responsibility or liability for lost, late, misdirected or incomplete Entries, notifications, responses, replies, or any agreement and release documents or for any computer, online, telephone, hardware, software or technical malfunctions that may occur (including but not limited to malfunctions that may affect the transmission or non-transmission of an Entry). Sponsors and Administrators are not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the processing of Entries in the Contest. Sponsors and Administrators assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, Entries. Sponsors and Administrators are not responsible for any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, e-mail, players, or browsers, on account of technical problems or traffic congestion on the Internet, at any website, or on account of any combination of the foregoing. Sponsors and Administrators are not responsible for any injury or damage to Entrants or to any computer related to or resulting from participating or downloading materials in this Contest. If, for any reason, the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsors and Administrators which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, canada.com and the Sponsors reserve the right at their sole discretion to cancel, terminate, modify or suspend the Contest.

9. PRIVACY

By entering the contest, Entrant agrees to (a) the Sponsors' use of Entrant's personal information for the purposes of administering this Contest, further communication, unless and for market and consumer research purposes.

10. WINNERS LIST

The name of the Grand Prize Winner will be posted on the kickinghorseresort.com web site.

11. LAWS

These are the official Contest Rules. This Contest is subject to all federal, provincial and municipal laws and regulations. These Contest Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over the Sponsors.