**THE MASSANUTTEN RESORT SWEEPSTAKES**
**OFFICIAL RULES – OWNERS SHARE MASSANUTTEN FAVORITES**

**NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

**Sweepstakes Description**. The Sweepstakes begins on or about 12:01 a.m. Eastern Standard Time ("**EST**") on each Wednesday between 9:00 AM and 12 PM [May 1, 2025] and ends at 11:59 P.M. EST on [August 27, 2025] (the "**Promotion Period**"). By participating in the Sweepstakes, each entrant accepts and agrees to comply with and abide by these Official Rules and the decisions of Great Eastern Resort Management, Inc., d/b/a Massanutten Resort ("**Sponsor**"), which shall be final and binding in all respects. Sponsor intends to run similar sweepstakes on a periodic basis but is under no obligation to do so.

**Eligibility**. The Sweepstakes is open only to persons who are (i) 18 years of age or older (or age of majority in their state) as of the date of entry, (ii) legal residents of, and physically located within, the 50 United States or the District of Columbia and Canada (excluding the providence of Quebec) (the "**Territory**"), and (iii) not owners, directors, managers, officers or employees of Sponsor and its respective parent, subsidiaries and affiliated companies and the advertising, promotional or fulfillment agencies, webmasters or suppliers or any company who is a promotional participant, or provides Prizes for or performs services at the request of Sponsor, nor members of their respective immediate families (spouses, domestic partners, parents, siblings and children) or persons living in the same households (collectively, the "**Promotion Entities**").

**Void Where Prohibited by Law**. The Sweepstakes is void where prohibited or restricted by law.

**Entry Process**.

To enter, each entrant must be a deeded owner of Massanutten Timeshare (in good standing) belonging to one of the following timeshare owners associations: WTOA, RVOA, SMOA, ETOA, or SVOA. To enter, each entrant will receive a survey invitation, either in a Pre-Arrival email, or at the Massanutten Farmers Market, or at another Massanutten event location.

The survey invitation will contain a direct link or a QR Code to the entry form on the contest website ("Website"). The entry form contains survey questions that the entrant will complete. Unless indicated as optional on the entry form, each entrant must complete all questions. Each entrant must click "**Submit**" to submit an entry form for the Sweepstakes. All entries must be received by Sponsor by the end of each Promotion Period. The entry form database clock will be the official timekeeper for the Sweepstakes. Limit one entry per person and/or email address, regardless of method of entry.

All required information must be completed to enter and to be eligible to win. Incomplete entries will be disqualified. Proof of entering information at the Website is not considered proof of delivery to or receipt by Sponsor of an entry. In the event of a dispute as to the identity of an online entrant, the entry will be deemed submitted by the "authorized account holder" of the e-mail address used to enter the Sweepstakes at the time of entry. "Authorized account holder" is the natural person to whom the applicable e-mail address has been assigned by an Internet access

provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with the address submitted. A potential winner may be required to provide Sponsor with proof that he or she is the authorized account holder of the e-mail address associated with a winning entry. If a dispute cannot be resolved to Sponsor's satisfaction, the entry will be deemed ineligible.

Internet entries must be made by the entrant only at the Website. Entries made by any other individual or any entity, and/or originating at any other web site or e-mail address, including, but not limited to, commercial sweepstakes or contest subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. The use of any device to automate the entry process is prohibited and no mechanically reproduced entries will be accepted. Online entries made with multiple e-mail addresses, under multiple identities or through the use of any other device or artifice to enter multiple times will be deemed invalid.

The Promotion Entities are not responsible and shall have no liability for (i) entries from persons residing or located outside the Territory, or (ii) inaccurate, forged, incomplete, stolen, lost, illegible, damaged, mutilated, tampered with, postage-due, misdirected, delayed or late entries, whether caused by Internet users or by any equipment or programming associated with the Sweepstakes or by any technical or human error which may occur in the delivery or processing of entries in the Sweepstakes. Entries will not be acknowledged or returned and become the property of Sponsor. Sponsor shall have the right to use, assign, edit, modify, or dispose of any entry and its content however it sees fit without approval of the entrant.

By entering the Sweepstakes, each entrant agrees to receive mail, email and text communications from Sponsor. Entrants can opt out of such communications at any time.

**Disqualification of Entrant**. Should Sponsor determine, in its sole discretion, that any entrant has violated any of the provisions in these Official Rules, Sponsor shall have no obligation to award a Prize to such entrant. Sponsor reserves the right, in its sole discretion, to disqualify any entrant it finds to be (i) tampering with the entry process or the operation of the Website; (ii) attempting to damage the Website or undermining the legitimate operation of the Website; (iii) acting in violation of these Official Rules or any federal or state law, rule or regulation; or (iv) acting in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten or harass any other person. Should such an attempt be made, Sponsor reserves the right, in addition to the right to the right to disqualify such entrant, to seek damages and other remedies from any such entrant to the fullest extent permitted by law.

**Random Weekly Drawing**. Winners will be selected in a random drawing held at Sponsor's business headquarters on or about [2:00 PM every Wednesday, between May 26 – Aug 27, 2025], from all eligible submitted entries received during the weekly Promotion Period, May 26 – Aug 27, 2025. The odds of winning depend upon the number of eligible entries received. If the potential prize winner is under the age of majority in his or her state of residence as of the date of the drawing ("Minor"), at Sponsor's option, the applicable Prize either will be awarded in the name of a parent or legal guardian of the Minor, or a parent or legal guardian of the Minor will be required to ratify and sign the Prize Claim Documents. In the event the potential winner of any Prize is a Canadian resident, he or she will be required to correctly answer a time-limited

mathematical and unaided skill-testing question to be administered in-person to receive the Prize. The skill-testing question for Canada is what is 20 + 15 x 10?

**Prizes**. (1) Grand Prize per Sweepstake (if Sponsor runs multiple Sweepstakes) is available. The Grand prize consists of Massanutten Logo backpack with an approximate retail value ("**ARV**") of $ 10.00 and the following: complimentary tickets to a Massanutten attraction such as the WaterPark or Golf at Massanutten Resort not to exceed an approximate retail value ("**ARV**") of $450.00.

All expenses incurred in connection with the entry or the award or use of a Prize not expressly specified in these Official Rules, including, but not limited to, taxes, food, beverages, and other concession items, spending money, gratuities, parking fees and other incidentals**,** are the sole responsibility of the winner. Each potential prize winner will be required to sign an Affidavit of Eligibility and a Liability Release and (where legal) Publicity Release (the "**Prize Claim Documents**"). All details and other restrictions of Prizes not specified in these Official Rules will be determined by Sponsor in its sole discretion. The Prizes are not redeemable for cash or transferable. No Prize substitutions are allowed except, at Sponsor's sole discretion, a Prize of equal or greater value may be substituted. No more than the advertised number of Prizes will be awarded.

**Notification of Winner**. Sponsor will attempt to notify potential winners within [8 hours] of the selection date through the contact information on the entry form. Sponsor is not responsible and shall have no liability for any winner notification that is lost, intercepted or not received by the potential winner for any reason or any inability of the winner to accept or use any Prize for any reason including, without limitation, the inability of a winner to travel at the dates and times designated by Sponsor. Sponsor may require proof of age, photo identification (valid driver's license or passport) and a valid taxpayer identification or social security number from a potential winner to claim the Prize. A potential winner may be required to provide Sponsor with proof that he or she is the authorized account holder of the e-mail address associated with a winning entry. Disqualification and the selection of an alternate winner may result from any of the following: (i) failure of a potential winner (or his or her parent or legal guardian if such potential winner is a Minor) to execute and return the Prize Claim Documents within [three] days from the date of notification; (ii) the return of any notification of a Prize as undeliverable; (iii) the potential winner's failure to claim the Prize within [three] days after notice of delivery; or (iv) any other non-compliance with these Official Rules. Any portion of a Prize not accepted by a winner will be forfeited.

**Announcements**. Sponsor or any Promotion Entity reserves the right to make public announcements of the winners on Sponsor's Website or in any manner (including, without limitation, social media (e.g., Facebook®, Instagram®, Twitter®, You Tube®)), which it deems appropriate.

**Taxes**. All income, sales, use, withholding and other taxes (and the reporting thereof) imposed as a result of the award of a Prize and any other fees or costs associated with acceptance and use of a Prize are solely the winner's responsibility. It is the winner's responsibility to understand and abide by any federal, state, local or foreign tax laws that may apply to receipt of a Prize. Winners

may be required to complete certain Internal Revenue Service tax information reporting forms before or upon receipt of a Prize.

**Compliance With Requirements of Sponsor And Third Parties**. Winner(s) and any guest(s), if applicable, must comply with any and all COVID-19 vaccination, screening, testing, safety and related requirements imposed or required (if applicable) by Sponsor, the venue event promoter, Promotion Entities, travel providers, hotels, governmental authorities or others in connection with the receipt, use, and redemption of the Prize. Refusal to comply with all applicable COVID-19 requirements will result in forfeiture of the Prize and no replacement or alternate Prize will be provided. All cancellations of any event related to a Prize are deemed beyond the control of Sponsor and its Promotion Entities, but is not limited to, event cancellations due to any pandemic or epidemic constituting a public health emergency, including those subject to government mandated quarantines, travel restrictions, or stay-at-home orders. Sponsor and/or its Promotional Entities shall in no way be responsible under any circumstances whatsoever for replacing, and/or for reimbursing any winner with any form of compensation for any Prize or portion thereof forfeited due to the refusal or failure of the winner and/or their guest to comply with all applicable COVID-19 requirements and/or the cancellation of any event, nor will any alternate Prize be provided.

**Conditions**. Each entrant, by entering this Sweepstakes, agrees that: (i) he or she will abide by and be bound by these Official Rules, which are final and binding in all respects; (ii) the Promotion Entities have not made any warranty, representation or guarantee, express or implied, in fact or in law, with respect to any Prize and specifically disclaim all such warranties, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose; and (iii) the Prizes are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND.

**Use of Information**. By entering the Sweepstakes, each entrant consents to and gives Sponsor and its affiliates and any other party authorized by Sponsor, the unrestricted, absolute, perpetual, worldwide right and license, but not the obligation, (i) to use entrant's name, address, photograph, likeness, voice, biographical and personal background information and statements, entry and related content and any notes, photograph, film or video or audio tape that may be taken of the entrant or of such materials (the foregoing, collectively, the "**Likeness**"), without further compensation, consideration, review, approval or notice to the entrant or to any third party, and (ii) to reproduce, copy, modify, create derivative works of, display, perform, exhibit, distribute, transmit or broadcast, publicly or otherwise, or otherwise use and permit to be used the Likeness or any part thereof, whether alone or in combination with other materials (including, but not limited to, text, data, images, photographs, illustrations and graphics and video or audio segments of any nature), in any media or embodiment now known or hereafter developed (including, but not limited to, any format of any computer-based, internet-based, electronic, magnetic, digital, laser or optical-based media), in connection with any of Sponsor's (or its designee's) advertising, publicity, trade, sweepstakes, giveaway or contests activities or materials (the "**Promotional Materials**") for an unlimited number of times, except where prohibited by law. Each entrant waives any right to inspect or approve any Promotional Materials including or accompanying the Likeness. Each entrant further releases Sponsor from any liability or obligation that may arise as a result of the use of the Likeness, including, without limitation, claims for invasion of privacy, infringement of his or her right of publicity, and defamation (including libel and slander). Each entrant understands that the entire compensation for use of the Likeness is entry in the Sweepstakes, and each entrant

waives any right to residual income, royalties and any other income payment or any other benefit, which might otherwise accrue from the use of the Likeness.

**Right to Cancel**. Sponsor reserves the right to cancel or modify the Sweepstakes (i) in the event the Sweepstakes is challenged by any legal or regulatory authority, (ii) if fraud, technical failure or any other factor beyond Sponsor's reasonable control impairs the security, fairness, integrity or proper conduct of the Sweepstakes, as determined by Sponsor in its sole discretion, or (iii) if the Sweepstakes is not capable of completion as planned for any reason, including because of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures of any sort or any other causes beyond Sponsor's control, which in the sole opinion of Sponsor, corrupts or affects the administration, security, fairness, integrity or proper conduct of the Sweepstakes. In the event of such cancellation, termination, modification or suspension, a notice thereof will be posted at the Website, and the winners will be determined solely by Sponsor in a random drawing among all eligible, non-suspect or non-disqualified entries received prior to the termination or cancellation. In such event, the Promotion Entities shall have no liability to any entrant who is disqualified due to such action.

**Limitations**. Sponsor and the Promotion Entities expressly disclaim any liability from the use of entry information by Sponsor, the Promotion Entities or third parties. Neither Sponsor nor the Promotion Entities are responsible for (i) interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, web sites, cellular towers or equipment, computer systems or equipment or other connections, availability or accessibility problems; (ii) failed, jumbled, delayed or misdirected computer, telephone or cable transmissions; (iii) any technical malfunctions, failures or difficulties, printing errors, clerical, typographical or other errors in the offering or announcement of any Prize or in any Prize notification documents; (iv) the incorrect or inaccurate capture of information, or the failure to capture any information; (v) viruses or bugs; or (vi) problems or malfunctions of any computer system, equipment or software, the failure of e-mail on account of technical problems, or traffic congestion on the Internet or at any website or combination thereof, including, injury or damage to an entrant's or to any other person's computer system or cellular phone related to or resulting from accessing the Website, downloading any materials or information necessary to participate in the Sweepstakes or participating in the Sweepstakes or accepting a Prize.

**Amendment**. Sponsor reserves the right to modify the Official Rules for clarification purposes without materially affecting the terms and conditions of the Sweepstakes or as required by law.

**Privacy**. Entry information may be shared with Sponsor's Promotion Entities. Except as expressly provided in these Official Rules, any information collected from the Sweepstakes shall be used in accordance with Sponsor's Privacy Policy, located at https://www.massresort.com/about/privacy-policy/privacy-policy/ By participating in the Sweepstakes, each entrant agrees that Sponsor may collect and use an entrant's personal information submitted with the entry and acknowledges that the entrant has read and accepted Sponsor's Privacy Policy which provides, without limitation, certain information about how Sponsor collects, uses and shares personal information and the rights an entrant may have regarding an entrant's personal information.

**Indemnity/Release**. Each entrant indemnifies and holds harmless Sponsor and the Promotion Entities and their owners, directors, managers, officers, employees and agents from any and all liability for any damage, liability or loss of any kind or nature to persons, including death or property, resulting in whole or in part, or arising from, directly or indirectly, or in connection with the Sweepstakes or the award, acceptance, use, misuse, failure or inability to use, possession or loss of any Prizes or any Prize-related activity. Each entrant releases Sponsor, the Promotion Entities and their owners, directors, managers, officers, employees and agents from any and all liability, known or unknown, fixed or contingent, for any loss, harm, damages, costs or expenses of any nature, including, without limitation, personal property and personal injury damages arising out of participation in the Sweepstakes, Prize acceptance, use, misuse, failure or inability to use, loss or possession of any Prize, participation in any Prize-related activity and for all claims based on rights of publicity, personality, privacy or loss of enjoyment, moral rights, defamation or Prize delivery. Under no circumstances will an entrant be permitted to obtain awards for, and each entrant hereby waives all rights to claim, any punitive, indirect, incidental, consequential, exemplary, or any other damages, other than for actual out-of-pocket expenses. Any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, and in no event will any entrant be entitled to receive attorneys' fees or court costs. All causes of action arising out of or connected with this Sweepstakes or the Prizes shall be resolved individually, without resort to any form of class action. Failure to enforce any terms of these Official Rules shall not constitute a waiver of any provision.

**Force Majeure**. Neither Sponsor nor the Promotion Entities are responsible or liable to any entrant or winner or any person claiming through such entrant or winner for the inability to enter or participate in the Sweepstakes, or for failure to supply or the inability to accept or use the Prize or any part thereof, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, volcanic eruption, war (declared or undeclared), fire, flood, epidemic, pandemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond Sponsor's or the Promotion Entities' control.

**Severability**. If any provisions of these Official Rules are determined to be invalid or unenforceable, the remaining provisions of these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or unenforceable provision were not contained herein.

**Governing Law/Jurisdiction**. ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE SWEEPSTAKES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF VIRGINA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS. VENUE FOR ANY ACTION SHALL BE BROUGHT IN THE FEDERAL AND STATE COURTS LOCATED IN [Harrisonburg], VIRGINA.

**Winner's List**. Any legally-required winners list may be obtained after [48 hours after the event] and no later than [72 hours after receipt of the request] by sending a self-addressed, stamped envelope to: Massanutten Resort Sweepstakes, c/o Massanutten Owners Association [4047 Massanutten Drive, Massanutten, VA 22840]. For a copy of the Official Rules, (i) print the web page or (ii) send a self-addressed, stamped envelope to: Massanutten Resort Sweepstakes, c/o Massanutten Owners Association [4047 Massanutten Drive, Massanutten, VA 22840]. Vermont residents may omit return postage on Official Rules requests. Requests received after the close of the Promotion Period will not be honored.

**Sponsor**. Great Eastern Resort Management, Inc., Massanutten Resort Sweepstakes, c/o Massanutten Owners Association [4047 Massanutten Drive, Massanutten, VA 22840].

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