



SWEEPSTAKES

January 1 - February 10, 2021

Only 5,000 tickets available!

Official Sweepstakes Rules

The Vail Valley Foundation x GMC Sweepstakes (the "Sweepstakes") is a fundraising program conducted by the Vail Valley Foundation ("VVF"). These Rules apply to all participants. The VVF shall make all determinations as to whether the Rules have been complied with, and the decision of the Sponsor as to any issue is final.

Sweepstakes Overview:

1 Ticket = \$100

5 Tickets = \$475

10 Tickets = \$950

Only 5000 tickets total are available for purchase.

No limit on individual ticket purchases.

Prize only awarded after a minimum of 800 tickets purchased.

Sweepstakes tickets are tax deductible as donations (see IRS PLR 200012061).

Eligibility: Participation is open only to VVF donors and volunteers who have been actively engaged, through donations or volunteer hours, in the seven (7) years beginning on January 1, 2014 and concluding on December 31, 2020, and who is a U.S. resident 18 years of age or older as of the date of entry with a valid driver's license and appropriate automobile insurance. Employees or agents of the VVF and their respective affiliated companies, advertising agencies, promotion and administrative agencies and any entity which is involved in any aspect of the creative, production, operation, execution, or fulfillment of this Sweepstakes and their immediate family members and those living in the same household, whether or not related, are not eligible to enter the Sweepstakes.

THE SWEEPSTAKES IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

Sweepstakes Period: The Sweepstakes starts at 12:00 am on January 1, 2021 (all times Mountain Time) and ends on February 11, 2021 at 7:00 pm (the "Sweepstakes Period"). All entries must be received during the Sweepstakes Period.

Entry: Sweepstakes Tickets obtained by a donation to the VVF will be issued as follows: \$100 for 1 ticket; \$475 for 5 tickets; \$950 for 10 tickets to the VVF at vfv.org/sweepstakes/ or by check sent to Vail Valley Foundation c/o: GMC Sweepstakes, PO Box 6550, AVON CO 81620. Any checks need to arrive at the VVF office by February 9th at 5pm MST. 5000 tickets are available.

No purchase or donation is necessary to participate in the Sweepstakes. A purchase will not increase your chances of winning. Participants may enter the Sweepstakes without purchasing tickets by sending a completed official Sweepstakes Entry Form, to the Vail Valley Foundation, Attn: GMC Yukon Sweepstakes, PO Box 6550, Avon, Colorado 81620, with their name, address,

email address and phone number, along with a self-address, stamped envelope. Limit 1 entry per person. The VVF is not responsible for lost, late, incomplete, illegible or postage-due entries. Mail in requests for entries as described in this paragraph must be received by the VVF no later than February 10, 2021 at 5:00 p.m.

The odds of winning the Sweepstakes depend on the total number of eligible entries. By participating in the Sweepstakes, each participant fully and unconditionally agrees to, and accepts these, Rules and the decisions of the VVF, which are final and binding in all matters related to the Sweepstakes.

Determination of Winner: There will be one winner (the "Winner") of the Sweepstakes. The Winner will be chosen by random selection from the participants who satisfy the entry requirements above. The Winner will be selected privately. No participant is required to be present to win. The Winner will be drawn on February 11, 2021 at our about 6:30 p.m. and notified by telephone or email and announced at the conclusion of the VVF's Virtual Black Diamond Ball. The selection of the Winner is final and binding on all participants. Any assignment of the prize by the Winner is the sole responsibility of the Winner and the VVF shall have no obligation to process any such assignment.

The Prize may be forfeited and awarded to an alternative winner if a Winner does not respond within seven (7) days of notification or if two (2) attempts to contact a Winner by phone and/or email are not successful.

Prize: There is one (1) prize (the "Prize") of the Sweepstakes. The Winner will receive the opportunity to accept a 2021 GMC Yukon Denali valued at a maximum MSRP of \$83,300 (the "Vehicle"). The Vehicle is nonnegotiable and not exchangeable for cash. The Vehicle is not eligible for any type of GM incentives or any other type of new vehicle lease or financing offers. If, due to production shortages, component availability, or causes beyond the control of GM, the Vehicle is not available, then GM and the VVF shall have the right to substitute another vehicle with an MSRP equal or greater than the unavailable Vehicle. Specific model and option content will be determined by GM.

The estimated fair market value of the Prize is \$83,300 MSRP. However, the actual value may be more or less than this amount.

Minimum Amount of Entries: At least 800 paid entries must be received by February 10, 2021 for the Sweepstakes to continue. If 800 paid entries are not received on or before February 10, 2021, the Sweepstakes may be canceled by the VVF and the vehicle may be used by the VVF in a different fundraising capacity in the future. If the Sweepstakes is cancelled by the VVF, all paid entries will be refunded no later than April 20, 2021.

Winning Odds: The odds of winning the prize depend on the total number of eligible Sweepstakes Tickets issued. The highest odds of winning will be 1 in 800. The lowest odds of winning will be 1 in 5000.

Winner Responsibilities: The Winner must comply with any restrictions or limitations, associated with the Prize. The Winner is solely responsible for all costs associated with the vehicle including, but not limited to, tax, title, registration, gasoline, maintenance, mileage, wear and tear, license fees, and insurance. Winner will take delivery and ownership of the Vehicle at a specific date and time determined by the VVF. Winner will take delivery and ownership of the Vehicle at a specific dealership within the United States to be selected by Winner and approved by VVF & GM. Transfer of title shall be effective when PROMOTER (or Designee) takes possession of the Auction Vehicle. GM dealership will collect from Winner, and remit to appropriate governmental authorities, all taxes or fees imposed on the transfer of the Vehicle, such as state and local sales and use taxes, title, registration and destination fees, based on the fair market value of the Vehicle. The vehicle is not eligible for any alterations, modifications or substitutions of equipment by the Winner. Winner must take delivery of the Vehicle within thirty (30) days of confirmation in writing from the VVF. If Winner does not take delivery and ownership of the Vehicle on or before thirty (30) days after VVF, GM or its authorized dealer notifies the Winner that the Vehicle and all necessary paperwork are at the dealership and ready for pick-up, then VVF shall be relieved of its obligation to provide the Vehicle to the Winner. If Winner chooses to modify or alter the Vehicle or install any equipment thereon, then: a) Winner will bear sole responsibility for the design and manufacture of any Alterations; b) Winner will comply with all federal, state and local laws, regulations and standards in the performance of any Alterations; and c) VVF and GM will not be responsible for the safety or quality of design, features, materials or workmanship of any Alterations. GM makes no warranty other than that expressed in its new vehicle limited warranty, a printed copy of which shall be furnished with the Vehicle. Winner acknowledges and agrees that installations or alterations to the original equipment vehicle or chassis as distributed by GM may void the GM New Vehicle Limited Warranty.

Taxes: The value of the Prize is includible in the Winner's income. The VVF is required to report the value of the Prize to the Internal Revenue Service ("IRS"). The VVF makes no guarantee that the IRS will accept the value of the prize for the purpose of determining any income tax that may be due from the Winner. The Winner agrees to provide his or her valid name, address, and Social Security number to the VVF for tax reporting purposes. The Winner is responsible for paying all federal, state, and local income and other applicable taxes due in connection with receipt of the Prize.

Additional Agreements: The Winners will be required to execute a Winner Acceptance and Release Agreement with the VVF as a condition of accepting the Prize. The agreement includes releases of liability in favor of the VVF and GM. The Winner will also be required to follow all instructions given by GM or GMC dealer and agree to any Terms and Conditions that it may require.

Consent to Publicity: Except where prohibited by law, by accepting the Prize, the Winner consents to the VVF's use of his or her name and/or photograph in any publicity, publications, promotional and marketing material, advertising, and any other print materials, web pages, electronic or other communications published or distributed by the VVF without compensation and without notice and agrees to sign an agreement to this effect.

Miscellaneous Conditions: In the event that the operation or administration of the Sweepstakes is impaired or prevented in any way for any reason, including, but not limited to fraud, change of condition, or other technical problems, the VVF may in their sole discretion, either: (a) terminate the Sweepstakes; (b) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Rules; and/or (c) substitute other prizes for any prize set forth in these Rules that becomes unavailable for any reason. The VVF reserves the right in its sole discretion to disqualify any individual found to be tampering with the entry process or the operation of the Sweepstakes or acting in violation of these Rules. Failure to execute and return the Winner Notification Agreement and accept a prize, timely, and pursuant to the terms stated therein, will result in such Winner's automatic forfeiture of his/her prize with no substitution or alternative prize available. The VVF's failure to enforce any term of these Rules shall not constitute a waiver of that or any other provision. Information provided by you for this Sweepstakes is subject to the VVF's privacy policy.

The VVF and GM are not responsible for: (i) electronic transmissions that are lost, late, stolen, incomplete, damaged or misdirected; (ii) any problems or technical malfunctions, errors, omissions, deletions, defects, communication failures or (iii) causes beyond the VVF's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of the Sweepstakes. The VVF will not be responsible if weather conditions, event cancellations, acts of God or other circumstances beyond their control prevent the Prize or the Sweepstakes from taking place.

The VVF and GM make no warranties, and hereby disclaim any and all warranties, express or implied, concerning any prize furnished in connection with the Contest. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PRIZES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND THE VVF HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR AND/OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSIONS OF IMPLIED WARRANTIES SO SOME OF THE LIMITATIONS OR EXCLUSIONS IN THIS SECTION MAY NOT APPLY IN SUCH JURISDICTIONS.

By participating in the Sweepstakes, participants agree to release, discharge and hold harmless the VVF, GM, and each of their affiliates, directors, officers, employees, and agents from and against any and all injuries, claims, losses, damages, actions and/or liability arising out of or in connection with, directly or indirectly, participation in and/or entry into the Sweepstakes or acceptance, delivery, possession, use or misuse of any prize received in this Sweepstakes. The determinations of the Sponsor are final and binding with respect to any matter arising out of the interpretation or application of these Rules. A Participant's sole and exclusive remedy for a breach by the VVF shall be limited to the return of the donation for his or her Sweepstakes Ticket(s). In no event shall the VVF or their directors, officers, employees, volunteers, agents or representatives be liability to any party for any loss or injuries to earnings, profits or goodwill, or for any incidental, special, punitive or consequential damages of any person or entity whether arising in contract, tort or otherwise, event if advised of the possibility of such damages.

Any controversy or claim arising out of or related to the contract, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association (pursuant to its expedited procedures) under its commercial arbitration

rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

To request the name of the winner, send a hand-written, self-addressed, stamped envelope to the VVF, PO Box 6550, Avon, CO 81620. Requests for the winner's name must be received by March 1, 2021.

For questions, contact info@vfv.org.