



**OFFICIAL RULES AND REGULATIONS OF
WINSPO'RT'S "SUN'S OUT GUNS OUT SKI & SNOWBOARD RAIL JAM"**

WinSport's 2025 End of Season "Sun's Out Guns Out Ski & Snowboard Rail Jam" is provided by the Calgary Olympic Development Association, operating as WinSport ("WinSport").

1. **Agreement:** These Rules and Regulations (the "Rules") are the official rules and regulations of WinSport's Sun's Out Guns Out Ski & Snowboard Rail Jam on **March 30, 2025** (the "Event") and are governed by WinSport. The act of entering the Event constitutes acceptance of these Rules.

2. **Entry:** Individuals (each an "Entrant") who meet the eligibility criteria set out below may enter into the Event by registering for, and completing at least one (1) run in, the Event. Entrants may opt out of entering the Event at any time before a Winner is selected by notifying WinSport staff at the registration booth for the event.

3. **Event Waiver Requirement: A Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement ("Waiver") must be completed by each Entrant (or their parent/legal guardian in the case minors) prior to participation in the Event. If the applicable Waiver is not completed, participation in the Event access to WinSport's Event facilities will not be permitted, and a refund will be provided.** The Waiver will be available for completion during the sales process, and a copy is available for preview, prior to registration, on WinSport's Events and Registration webpage.

4. **Divisions:** The Event will have 5 separate divisions ("Divisions") as follows:

- Grom (Ages 12 and under)
- Open Female (Ages 13+) Ski
- Open Male (Ages 13+) Ski
- Open Female (Ages 13+) Snowboard
- Open Male (Ages 13+) Snowboard

5. **Eligibility:** The Event is open to any individual meeting the applicable Division's age requirements except WinSport employees, employees' immediate family members and anyone living with any WinSport employee. "Immediate family" means spouses, parents, children, siblings and their respective spouses, regardless of whether they reside in the same household.

6. **Skill Contest:** The Event is a skill competition. WinSport will utilize four (4) contest judges (the "Contest Judges") who will judge Entrants on their runs in the Event based on industry standard judging criteria and weighting for competitions involving rails, boxes and other features. The Contest Judges will declare three (3) Entrants as the first, second and third place finishers in each Division of the Event. If the number of Entrants in any Division is less than three (3), then the Contest Judges will only declare placements for the number of Entrants in that Division (e.g. if there are only two Entrants, then there will be no third-place finisher for that Division).

7. **Prize:** There are three (3) prizes (each a "Prize") available for each Separate Division as follows:

- Open Divisions – the first-place finisher ***in each Open Division*** will receive a **\$200 cash prize and (subject to Section 9, below) a voucher for a 2025/26 Standard Access Winter Season Pass* to WinSport's Canada Olympic Park** (approx. value \$810 Adult (ages 18-65) / \$600 Youth (ages 13-17)); the second-place finisher in each Open Division will receive a \$100 cash prize; and the third-place finisher in the each Open Division will receive a \$50 cash prize; and



- Grom – the first-place finisher the Grom will receive a **\$100 cash prize**; the second-place finisher in the Grom will receive a \$50 cash prize; and the third-place finisher in the Grom will receive a \$25 cash prize;

(each such person being a "Winner"). Each Winner agrees to accept their Prize as-offered and as-is. Each Winner must claim their Prize by **May 15, 2025**, at 4:30 p.m. If any Winner does not collect their Prize by that time, that Winner's Prize will be forfeited. If any Winner opts out of the Event after the Contest Judges' declaration, then the Prize corresponding to that Winner's placement will not be awarded to any person (e.g. if the second-place finisher opts out of the Event, the second-place cash prize will not be awarded).

WinSport reserves the right to substitute any Prize or portion of the Prize with a prize of equal or greater value. All Prizes are awarded as-is and no warranties or guarantees are implied or expressed.

- * *Note – Open Division Winners who are awarded **2025/26 Standard Access Winter Season Pass** may upgrade/convert their Prize to an **Advanced Access Winter Season Pass** with the completion of the applicable **Advanced Access Waiver** and paying the difference in price between the **Advanced Access** and **Standard Access Pass***

8. Award of Prize to Minor: If a Winner is a minor under the age of 18, their Prize will be lawfully delivered on behalf of the minor to the minor's parent or legal guardian.

9. Award of Winter Season's Pass: The conversion of each Open Division's first place finisher's 2025/2026 Winter Season Pass Voucher into a, and the issuance and use of the, 2025-26 WinSport Season Pass is subject to WinSport's standard terms and conditions for this product, including without limitation the condition that the applicable Winner (or their parent/legal guardian in the case of a minor) complete and sign and agree to WinSport's applicable **2025-2026 Release of Liability, Waiver of Claims, Assumption of Risks, and Indemnity Agreement (the "Waiver")** without amendment. The Waivers must be completed by **November 15, 2025**. For information, the current 2024-2025 Season Pass Waiver can be viewed at <https://www.winsport.ca/assets/PDFs/Waivers/2024/ski-snowboard/Ski-Snowboard-Tickets-Passes-Waiver-Advanced-exp-2025-05-15-Web-Specimen.pdf>. There shall be no additional consideration payable to any Entrant in the event the applicable Waiver is not completed.

10. Code of Conduct: For the safety and enjoyment of all, Entrants and other users of WinSport's facilities are required to follow the *WinSport Code of Conduct*.

11. Prohibitions: WinSport may, in its sole discretion, prohibit any person from entering the Event whom it believes to be abusing the Rules, including the WinSport Code of Conduct. Any Entrant who violates any part of these Rules will be banned from the Event. Any Winner who violates any part of these Rules may have their Prize withheld at WinSport's sole discretion.

12. Release of Liability: By entering the Event, each Entrant (or their parent/legal guardian in the case of minors) hereby releases, and agrees to indemnify, defend and hold harmless, WinSport and its directors, officers, employees, instructors, guides, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, insurers, successors and assigns (collectively, the "Releasees") from any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Event including, but not limited to, participation in any Event-related activity or the acceptance, use, or misuse of any Prize, including but not limited to costs, injuries, losses related to personal injuries, death, damage to or loss or destruction of property.

13. Privacy/Use of Personal Information, Image and Likeness: By participating in the Event, each Entrant (or their parent/legal guardian in the case of minors): (i) grants WinSport the right to use their name, mailing address, telephone number, and e-mail address ("Personal Information") for the purpose of administering the Event, including but not limited to contacting and announcing the Winners; and (ii) acknowledges that WinSport may disclose their Personal Information to third-party agents and service

providers of WinSport in connection with any of the activities listed above. WinSport will use the Entrant's Personal Information only for identified purposes and protect the Entrant's Personal Information in a manner that is consistent with the *Personal Information Protection Act* of Alberta.

14. **Use of Image or Likeness:** By participating in the Event, each Entrant (or their parent/legal guardian in the case of minors): also grants to WinSport the unconditional and perpetual right to copy, reproduce, store, transmit, publish, and/or otherwise use and reuse taped footage, images, photographs, appearance, voice and interviews of the Entrant for any WinSport marketing, promotion, advertisement, collateral material and media-related purposes.

15. **Termination:** WinSport reserves the right, in its sole discretion, to terminate the Event, in whole or in part, and/or modify, amend or suspend the Event, and/or these Rules in any way, at any time, for any reason without prior notice.

16. **Law:** The Event is subject to applicable federal, provincial and municipal laws and regulations. The 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 WinSport. All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations as between the Entrant and WinSport in connection with the Event shall be governed by and construed in accordance with the laws of the Province of Alberta including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. Any disputes relating to this Event will be within the exclusive jurisdiction of the Courts of the Province of Alberta.

17. **Language Discrepancy:** In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Event-related materials, including but not limited to the Event entry forms, or point of sale, television, print or online advertising, the terms and conditions of these Rules shall prevail, govern and control.

18. **Other:** The Event and these Rules are governed by the laws of Alberta and the laws of Canada applicable therein. WinSport reserves the right to cancel or modify the Event or these Rules at any time without notice. All Prizes must be accepted as awarded. ***WinSport is not liable for any inability to process entries, or any errors, damage or negligence that may arise in connection with the Event, including technical failures, virus, website down-time, human error or property damage incurred by any Entrant.***