LIFTOPIA'S GEAR UP FOR WINTER SWEEPSTAKES

Official Rules

NO PURCHASE NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. ELIGIBILITY: Liftopia’s Gear Up For Winter Sweepstakes (“Sweepstakes”) is offered and open to legal residents in all of the fifty (50) U.S. states and the District of Columbia who are eighteen (18) years of age or older. The Sweepstakes is void in Puerto Rico, the U.S. Virgin Islands, U.S. Military installations in foreign countries, all other U.S. territories and possessions and wherever prohibited or restricted by law. The Sweepstakes is subject to all applicable federal, state and local laws. Corporate employees, officers and directors of Liftopia, Inc. and their respective subsidiaries and affiliated companies, contractors, agents, individuals engaged in the development, production, or distribution of materials for or the implementation of the Sweepstakes (collectively referred to herein as the “Sweepstakes Entities”), and the immediate family members (spouse, siblings, children and parents) and those living in the same household as such individuals (whether or not related) are not eligible to enter. Void where prohibited.

2. SWEEPSTAKES PERIOD: Sweepstakes starts on or about 10:00 am Pacific Time (“PT”) on Monday, November 15, 2016 and ends on its deadline at 11:59 pm PT on Friday, December 16, 2016 (“Sweepstakes Period”). All time referenced herein is Pacific Time. Sponsor (or its authorized representative's) server’s clock is the official time keeping device for the Sweepstakes.

3. HOW TO ENTER: During the applicable Sweepstakes Period: (i) access the Sweepstakes Page at http://gearupforwinter.liftopia.com, (ii) enter your email address and zip code, (iii) understand that entering your information and clicking the “Continue” button means you affirmatively agree to receive emails from United States Ski and Snowboard Association, Protect Our winters, Evo, Yakima, DPS Skis, OpenSnow, SPY Optic, Snocountry, and The Feed and you affirmatively agree to these complete official rules, then (iv) submit your entry (collectively, the “Entry”) by clicking the “Continue” button. Failure to follow all steps or include all information will void the entry. Limit one (1) email address per person, per Sweepstakes.

Once submitted, entry cannot be modified, deleted or cancelled. Entries become the property of Sponsor and the Sponsor’s partners and will not be returned. Entrants may not share email addresses, nor enter with multiple e-mail addresses, identities, logins or registrations, nor may entrants use any other device or artifice to enter more than the stated permissible number of times. Any entrant who uses fraudulent entry methods, enters through a sweepstakes-entry service or similar methods, or otherwise attempts to participate more than hereby permitted will be disqualified and all entries by that entrant will be void. In case of dispute, entries will be declared made by the authorized account holder of the e-mail address submitted at the time of entry. “Authorized account holder” is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

Sweepstakes Entities assume no responsibility for lost, late, incomplete, inaccurate, stolen, misdirected, or illegible entries; nor for any computer, telephone, cable network, electronic or Internet hardware or software malfunctions, failures, connections, or availability, or garbled, corrupt, or jumbled transmissions; nor service provider, Internet, Web site, user net accessibility or availability, hardware/software incompatibility, traffic congestion, or unauthorized human intervention or any technical error; or the incorrect or inaccurate capture of entry or other information; nor for the failure to capture any such information. Only eligible entries received by Sponsor in accordance with these Official Rules will be considered. By entering, you agree,
among other things, to receive future email communications regarding the Sweepstakes, and the Sponsor and Sponsor’s partners’ advertising, promotional and marketing communications (you may opt out of the latter at any time without affect to your entry).

1. DRAWING AND NOTIFICATION OF WINNERS: On or within three (3) working days following the end of the Sweepstakes Period, a random drawing will be held by Sponsor (or its authorized representative) from all eligible entries received during the Sweepstakes Period. Only the number of prizes stated herein will be awarded. In no event will Sponsor be responsible for awarding more than the stated number of prizes. Limit one (1) prize per person.

Eligible potential winner(s) will be notified using the email address (in Sponsor’s discretion) provided at time of entry. In the event a potential winner cannot be reached or fails to respond as directed within three (3) days of notification by sponsor, prize will be forfeited. Sponsor may, but without obligation, attempt prize award to an alternate potential winner. Potential prize winners must respond with their full names, mailing addresses, phone numbers, and a W-9 for tax purposes. Potential prize winners may also be required to complete, have notarized and return an Affidavit of Eligibility, Liability and, where legal, Publicity Release (the “Release Documents”) within seven (7) business days of notification.

In the event that technological, programming, or other errors cause more than the stated number of prizes in any category, as indicated in these Official Rules, to be sent as notifications, distributed, claimed or received for any prize, Sponsor reserves the right, at its sole discretion, to award only the stated number of prizes (in such prize category if applicable) by random drawing among all eligible claimants for the respective Drawing (in that prize category if applicable). Prize award is subject to verification of eligibility, and compliance with these Official Rules.

2. PRIZE(S)/ODDS: One (1) grand prize winner will receive a Yakima limited edition Protect Our Winters cargo box (Approximate Retail Value, “ARV” US$1,000.00), a pair of DPS Foundation skis (ARV US$799.00), a $500 Liftopia.com gift credit (ARV US$500.00), a $500 TheFeed.com gift credit (ARV US$500.00), a $500 Evo.com gift credit (ARV US$500.00), Spy Optics limited edition Protect Our Winters Ace goggles (ARV US$120.00), a $250 donation to Protect Our Winters in the winner’s name (ARV US$250.00), and a $250 donation to USSA in the winner’s name (ARV US$250.00). Total ARV: USD $3,919.00. The odds of winning depend on the number of eligible entries received during the applicable Sweepstakes Entry Period. No transfer, assignment or substitution of prize (in whole or in part), except Sponsor reserves the absolute right to substitute a prize of comparable value. Prizes are not redeemable for cash. The difference between the estimated ARV and actual value will not be awarded as cash, or otherwise. All federal, state and local taxes, if any, are the sole responsibility of the winner. Any prize pictured in advertising or promotional materials is for illustrative purposes only and may not be the actual prize awarded. Products awarded as prizes may not be sold, auctioned, bartered, assigned, exchanged, commercially transferred or donated, or otherwise placed into unauthorized commercial channels of distribution.

3. GENERAL: By entering, participants agree to abide by and be bound to these Official Rules and the decisions of Sponsor, which are final and binding in all respects. Failure to timely return or properly complete Release Documents, or if a potential winner/prize notification is ignored, undeliverable, untimely or otherwise not properly responded to within the time specified, or if a potential winner is or becomes ineligible or does not comply with these Official Rules, it will result in prize forfeiture, and in such event an alternate potential winner will be selected from remaining eligible entries received for the respective Drawing. Undeliverable, returned, unclaimed or un-awarded prizes will not be re-awarded. BY PARTICIPATING, PARTICIPANTS AGREE TO RELEASE, DISCHARGE AND HOLD HARMLESS THE SPONSOR, AND ITS AFFILIATES AND SUBSIDIARY COMPANIES, ADVERTISING AND SWEEPSTAKES AGENCIES, FACEBOOK, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, REPRESENTATIVES AND AGENTS FROM AND AGAINST ANY AND ALL ALLEGED OR ACTUAL
CLAIMS, ACTIONS, DEMANDS, LOSSES, SETTLEMENTS (WHETHER OR NOT LITIGATION IS COMMENCED), LIABILITY AND DAMAGES OF ANY KIND WHATSOEVER EXISTING NOW OR ARISING IN THE FUTURE (INCLUDING, WITHOUT LIMITATION, BODILY INJURY, PERSONAL INJURY, DEATH, DISABILITY AND PROPERTY DAMAGE OR LOSS), COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS’ FEES, COURT COSTS, SETTLEMENT AND DISBURSEMENTS) DIRECTLY OR INDIRECTLY ARISING OUT OF THE DELIVERY, ACCEPTANCE, POSSESSION, USE OR MISUSE OF A PRIZE, PARTICIPATION IN ANY SWEEPSTAKES-RELATED ACTIVITY, ACCESS TO THE PROMOTIONAL SITES AND PAGES, AND/OR PARTICIPATION IN THIS SWEEPSTAKES, OR ANY ELEMENT THEREOF. By entering and/or accepting a prize, participants hereby irrevocably consent, where lawful, to the use by Sponsor (and its authorized representatives) of their name, image, photographs, videotape, likeness, hometown name, biographical information, and voice for publicity, trade, advertising and promotional purposes in all media now known or hereafter developed worldwide, and on the Internet and World Wide Web, without additional compensation, and without the right of review, notification or approval.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook. Entrants understand that they are providing information to Sponsor and not to Facebook. The information provided will be used for purposes of this Sweepstakes and will be included within the Sponsor and the Sponsor’s partners’ databases. You can opt out at any time without affecting your entry status.

4. LIMITATIONS OF LIABILITY: Sweepstakes Entities are not responsible for any incorrect or inaccurate information, whether caused by Web site users, human error, tampering, hacking or by any of the equipment or programming associated with or utilized in the Sweepstakes or any element thereof and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, or inability to access or unauthorized access to a Sweepstakes Page and/or site. Any use of robotic, automatic, macro, programmed or like entry methods will void all such entries by such methods, and disqualify any entrant using such methods. If, for any reason, the Sweepstakes or any element thereof in whole or in part is not capable of running as planned by reason of, but not limited to, infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which Sponsor deems, in its sole opinion, could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes or any element thereof, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes and select the winner(s) at random from eligible, non-suspect entries received for that Sweepstakes prior to the action or as otherwise may be deemed fair and equitable by Sponsor. Sweepstakes Entities shall not be liable to winner or any other person for failure to execute the Sweepstakes or any element thereof, or supply a prize, by reason of any act of God, any action(s), regulation(s) order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, cyber attack, earthquake, war, fire, flood, 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 similar or dissimilar event beyond their reasonable control.

In no event will Sweepstakes Entities, their parents, affiliates, subsidiaries and related companies, their advertising or promotion agencies and/or all their respective officers, directors, employees, independent contractors, representatives and agents, be responsible or liable for any damages or losses of any kind, including direct, indirect, incidental, consequential or punitive damages arising out of your access to, and use of, any participating internet site(s), Sweepstakes Pages, or the downloading from and/or printing material downloaded from said site(s). Without limiting the foregoing, everything on this site is provided "AS IS” without warranty of any kind, either express or implied, including but not
limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Some jurisdictions may not allow the limitations or exclusion of liability for incidental or consequential damages or exclusion of implied warranties.

THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF CALIFORNIA WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Sweepstakes, participant agrees that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Sweepstakes shall be resolved individually, without resort to any form of class action, exclusively before a neutral one person arbitration panel located in San Francisco, California.

5. WINNERS LIST: For the name(s) of winner(s) of prizes over $25, send a self-addressed, stamped envelope to: “Liftopia’s Gear Up For Winter Sweepstakes”, Winner's List/Official Rules, c/o Liftopia, Inc., 1061 Market St., 4th Floor, San Francisco, CA 94103. Requests must be received on or by the extended date of December 16, 2017. Limit one request per person, or per household address.

6. SPONSOR: Liftopia, Inc. 1061 Market St., 4th Floor, San Francisco, CA 94103, (“Sponsor”).