

**COLORADO MOUNTAIN EXPRESS (CME) JAZZ ASPEN SNOWMASS LABOR DAY  
CONCERT AND TRANSPORTATION GIVEAWAY**

**OFFICIAL RULES**

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

1. **ELIGIBILITY.** The CME Jazz Aspen Snowmass Labor Day Concert Giveaway (the "Giveaway") is only open to legal U.S. residents of the fifty (50) United States and Washington D.C., 18 years or older, who were not or are not in the employment of The Vail Corporation or any of their respective affiliates, or subsidiaries, advertising, promotion and other coordinating agencies involved in this promotion or the household members or immediate family members (spouses, parents, step-parents, children, step-children, siblings) of any of the above. If a winner is under the age of majority in his or her state, the winner must have a parent or guardian accept their prize. Void outside the fifty United States and where prohibited by law.

2. **TIMING.** The Giveaway begins at 12:01 a.m. Mountain Time ("MT") on **June 11, 2010**, and ends at 11:59 p.m. MT on **August 15, 2010** (the "Entry Period").

3. **HOW TO ENTER.**

**a. AUTOMATIC ENTRY:** Any Guest who books travel with Colorado Mountain Express to/from DIA and Eagle Transportation Center or Aspen during the Entry Period will automatically be entered into the Giveaway.

**b. TO ENTER WITHOUT PURCHASE:** Hand print your name, complete home address, day and evening phone numbers, email address, and age on a 3" x 5" postcard and send it by U.S. mail to "CME Giveaway," 434 Edwards Access Road, Edwards, CO 81632. All mail-in entries must be received before the end of the Entry Period. Sponsor is not responsible for late, delayed, or lost entry forms.

**c. FOR ALL ENTRIES: LIMIT:** One (1) entry per person (regardless of method of entry) or address (physical or email). All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of mailing or online submission will not be deemed to be proof of receipt of entry by Sponsor. By participating in the Giveaway, each entrant fully and unconditionally agrees to be bound by and accepts these Official Rules and the decisions of Sponsor (including, without limitation, decisions regarding eligibility of entries, the selection of entrants and winners, and the awarding of prizes), which are final and binding in all respects. No responsibility is assumed for lost, late, incomplete, stolen, misdirected, postage due or illegible mail, entries or e-mail; or for any computer, telephone, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, availability or garbled, corrupt or jumbled transmissions, service provider/Internet/web site/use net or phone accessibility or availability, traffic congestion, any technical error, or unauthorized human intervention, or the incorrect or inaccurate capture of entry or other information, or the failure to capture any such information. Any attempt by any person to obtain more than one entry by using multiple/different names, e-mail accounts, addresses or any other methods shall void all of that person's entries and that person shall be disqualified.

3. **EVENT SPONSOR.** This Giveaway is sponsored by Colorado Mountain Express ("Sponsor") located at 434 Edwards Access Road, Edwards, CO 81632

4. **PRIZE; APPROXIMATE RETAIL VALUE**

<p><b>ONE GRAND PRIZE: Labor Day Jazz Aspen Snowmass Concert Tickets for TWO and CME Premier ground transportation to/from concert</b></p>
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Grand Prize consists of:

- Round trip ground transportation from Eagle County or Roaring Fork Valley to Jazz Aspen Snowmass Labor Day concert
- 2 Tickets to concert of winner's choice at Jazz Aspen Snowmass Labor Day Festival

**Approximate Retail Value: \$2,000**

*First Prize must be redeemed between 8/16/10 and 9/1/10 or winner forfeits all rights to prize. Blackout dates and other restrictions apply. See below for detailed restrictions.*

**RESTRICTIONS DO APPLY.** Travel and concert must take place between September 3, 2010 and September 5, 2010. If Winner is unable to redeem the prize during that time period, the Grand Prize will be forfeited. Colorado Mountain Express will determine the type of vehicle to transport the winner. **Winner is responsible for all applicable federal, state and local taxes on prizes. All additional expenses of Winner's trip, including lodging and meals, are Winner's responsibility.**

5. DRAWING; ODDS OF WINNING. A drawing of all eligible entrants will be held on or about August 16, 2010 (the "Drawing"). There will be 1 winner(s) of the Drawing for the Grand Prize. **Odds of winning the Grand Prize or Secondary Prizes in the Drawing are dependant upon the number of valid entries received.** The Drawing winners shall be selected in a random drawing under the supervision of Sponsor from all eligible entries received. Sponsor shall have sole and final decision over all matters related to the Drawing. No cash or credit redemption, assignment, transfer or substitution of any prize or portion thereof is permitted; however, Sponsor reserves the right to substitute a prize of equal or greater value should the prize stated become unavailable for any reason.

6. NOTIFICATION OF WINNERS. Each Drawing winner shall be notified in person, by telephone, or by e-mail within 7 days after the Drawing. Winners may be required to sign a Prize Acceptance Affidavit prior to receiving the prize. Refusal to sign a Prize Acceptance Affidavit may render the winner ineligible for receipt of the prize.

7. GENERAL CONDITIONS. Winner of Grand Prize may be required to complete, execute and return a Prize Acceptance Affidavit, a Release of Liability, Hold-Harmless and Indemnity Agreement, and where lawful, a Publicity Release within 30 days of notification. Failure to return documents timely, or if prize notification or prize is returned as non-deliverable, or if winner is found to be ineligible or not in compliance with these Official Rules, disqualification will result and an alternate winner will be selected.

8. PUBLICITY. By accepting the prize, where permitted by law, winner grants to Sponsor and those acting pursuant to a grant of authority by Sponsor the unfettered right of publicity, including but not limited to the right to use and publish winner's name, portrait, picture, voice and likeness for advertising, trade and promotional purposes without additional consideration, worldwide and on the world wide web, without notification, review or approval. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds: (1) to be tampering with the entry process or the operation of the Giveaway or web site; to be acting in violation of the Official Rules; (2) to be acting in violation of the terms of the web site, or (3) to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

9. RELEASE; ASSUMPTION OF RISK. In consideration for entering the Giveaway, each entrant agrees to ASSUME ALL RISKS associated with acceptance, possession, use or misuse of the prize, participation in any Drawing related activity, or participation in the Drawing and agrees to hold harmless, release, defend and indemnify Sponsor, its subsidiaries, parents, and affiliates (each a "Released Party") from all liabilities, litigation and/or claims for injury or death to persons or damage to property arising from acceptance, possession, use or misuse of the prize, participation in any Drawing related activity, or participation in the

Drawing and/or entrant's engagement in the activities hereunder, including those injuries and damages caused by a party's alleged or actual: 1) negligence or 2) breach of any express or implied warranty.

10. **ARBITRATION/CHOICE OF LAW.** Except where prohibited, entrants agree that (1): any and all disputes, claims, and causes of action arising out of or connected with this Giveaway, or any prize awarded, or the determination of the winner shall be resolved individually, without resort to any form of class action, and exclusively by arbitration pursuant to the J.A.M.S. Rules of Arbitration, then effective, and (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Giveaway but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. In consideration of entering the Giveaway, **ALL ENTRANTS CONTRACTUALLY AGREE** that **ANY AND ALL CLAIMS** for damages, injury and/or death regarding an alleged incident, including but not limited to all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with the Giveaway, shall be **GOVERNED BY COLORADO LAW** and **EXCLUSIVE JURISDICTION** shall be in the District Court for the State of Colorado or in Federal Court for the State of Colorado.

11. **WINNERS LIST.** For name of winner(s) send a self-addressed stamped envelope for receipt to **COLORADO MOUNTAIN EXPRESS (CME) JAZZ ASPEN SNOWMASS LABOR DAY CONCERT AND TRANSPORTATION GIVEAWAY**  
**Colorado Mountain Express 434 Edwards Access Road, Edwards, CO 81632**

**ABBREVIATED RULES [For use only with promotional materials and email promotion.]**

NO PURCHASE NECESSARY. Giveaway subject in all respects to the complete Official Rules available at [http://www.\\_\\_\\_\\_\\_](http://www._____). Giveaway is open only to legal residents of the fifty (50) United States or the District of Columbia who are at least eighteen (18) years of age at the time of entry. LIMIT: One (1) entry per person (regardless of method of entry) or address (physical or email). Giveaway begins on **[date]**, and ends on **[date]**. Void outside of the fifty (50) United States or the District of Columbia, and where prohibited.