

Plan for Vacation Day Sweepstakes

OFFICIAL RULES

NO PURCHASE REQUIRED TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. YOUR ENTRY INTO THIS SWEEPSTAKES IS SUBJECT TO THE FOLLOWING TERMS, CONDITIONS, LIMITATIONS, AND OTHER RULES (THE “OFFICIAL RULES”). BY ENTERING THIS SWEEPSTAKES, YOU (“ENTRANT”) SIGNIFY YOUR ACCEPTANCE OF THESE OFFICIAL RULES.

1. Eligibility: Participation in the **Plan for Vacation Day Sweepstakes** (the “Sweepstakes”) is open only to legal residents of the United States who are at least 18 years old as of date of Entry. Employees, officers and directors of Xanterra Leisure Holdings, LLC and its affiliates, subsidiaries, partners, advertising and promotion agencies, manufacturers or distributors of Sweepstakes materials and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such individuals are not eligible to enter.

Maximum of **one Entry per person**. Duplicated submissions or Entrants may be removed or disqualified in the Sponsor’s sole discretion.

All federal, state and local laws and regulations apply. **Void outside of the United States, and where prohibited.**

2. Sponsor: The Sweepstakes is sponsored by Xanterra Leisure Holdings, LLC (the “Sponsor”).

3. Agreement to Official Rules: Participation in this Sweepstakes constitutes Entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to this Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

4. Sweepstakes Periods and Timing: The Sweepstakes Entry Period begins at 12:01 AM Eastern Time (“CT”) on January 25, 2018 and ends at 11:59 PM ET on February 9, 2018 (the “**Entry Period**”). The drawing will occur on or about February 16, 2018, with winner notification on or about February 21, 2018. The period from the beginning of the Entry Period to the winner notification is the “**Sweepstakes Period**”). Sponsor's computer is the official time-keeping device for the Sweepstakes.

5. Entries: During the Sweepstakes Period, enter your email address on the Soul of the Traveler page, and enter the Sweepstakes (the “Entry”).

By submitting your Entry, Entrant agrees, acknowledges, warrants and represents that it meets all eligibility requirements set forth in Section 1 of these Official Rules.

Entries generated by script, macro or other automated means are void. Released Parties (as defined below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Entries; all of which will be void.

Entrants are not permitted to share the same email address. Any attempt by any Entrant to obtain more than the permitted number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that Entrant's entries and that Entrant may be disqualified. As between you and the Sponsor and Sweepstakes, all entries, and any content therein, become the exclusive property of Sweepstakes Sponsor and Sponsor, and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sweepstakes Sponsor. Sweepstakes Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, or otherwise non-conforming entries, each of which will be disqualified. Use of any automated system to submit entries is prohibited and will result in disqualification. In the event of a dispute as to any online Entry, the authorized account holder of the e-mail address used to enter will be deemed to be the Entrant. The "authorized account holder" is the natural person assigned an e-mail address by an Internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted address. Potential winners may be required to show proof of identity as the authorized account holder.

6. Winner Determination: The prize drawing will be conducted as set forth above. One winner will be chosen at random from the pool of eligible Entrants. The odds of winning are determined by the number of Entrants. Entrants selected must comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements.

7. Winner Requirements: Potential winners will be notified on or about the date set forth above. Notification will occur via an email sent to the email address of the Entry. Entrant may (in Sponsor's sole discretion) be required to complete and return an Affidavit of Eligibility and, except where prohibited, Liability/Publicity Release and/or other documents, in the form provided by Sponsor, within seven (7) days of attempted notification in order to claim the prize. In the event a potential winner cannot be contacted within two (2) days' time, is contacted and does not respond or does not respond timely with all required information, or otherwise fails to claim the prize as directed within the time allotted following attempted notification, or refuses the prize, is ineligible to accept the prize, or is otherwise not in compliance with these Official Rules, or if the attempted prize notification is returned as undeliverable, the prize at issue may be forfeited and, at Sponsor's sole discretion, awarded to an alternate winner selected by the judging panel. Only up to five (5) alternate winners may be determined, after which the applicable prize will remain un-awarded. Prizes will be fulfilled 8 – 12 weeks after end of Sweepstakes.

8. Prize: One (1) Prize will be awarded in this Sweepstakes.

Description: The “Prize” consists SOLELY of the following services at The Oasis at Death Valley, **for up to four (4) individuals**, comprised of the following:

The Oasis at Death Valley Trip Inclusions (total value up to approx. \$2,630; all values based on four guests and may vary based on actual number):

1. Accommodations for three nights at The Inn or Ranch at Death Valley for up to four people
 - a. approx. value: \$1600
2. Round of Golf for up to four people on the world’s lowest elevation course, Furnace Creek Golf Course at Death Valley
 - a. approx. value: \$294
3. Two-hour Horseback Ride for up to four people at Furnace Creek Stables
 - a. approx. value: \$340
4. One Day Farabee Jeep Rental for up to four people
 - a. approx. value: \$296
5. \$100 Resort Credit for your group for dining at your choice of The Inn Dining Room, The Ranch Date Grove Diner, The 19th Hole at Furnace Creek
 - a. approx. value: \$100
6. Unlimited Star Gazing at the largest Dark Sky National Park in the country

Exclusions: The Prize is for use by the winner of the Sweepstakes, and up to three guests of their choice, and may not be transferred, sold, redeemed for cash, or exchanged. The number of guests must be provided at the time of reservation. No partial refunds, redemptions or other refunds will be granted based on the number of guests that reserve or that benefit from the Prize. The Prize does not include airfare or other costs of transportation to or from The Oasis at Death Valley, in Death Valley, California. All expenses, costs, fees, and any incidental travel costs not expressly stated in the package above shall be the sole responsibility of the Prize recipient and their guests, including but not limited to any hotel, airport or government taxes, carrier surcharges, service charges, local transportation including air or ground transportation to or from the winner’s home, to or from the airport, overnight accommodation prior to or following the travel dates in order to accommodate flight connections, any other travel or accommodation to or from the resort, meals, as well as any income taxes, insurance, passport and visa costs, gratuities, incidentals and any items of a personal nature.

Except as expressly stated above, the Prize recipient is responsible for any and all costs of entertainment, food, drink, travel, and other incidental costs incurred by the Prize recipient (and all guests). Passports and other travel documents, including any fees associated therewith, are not included. The determination of whether any such travel documents are required, as well as the payment of all related fees, is the sole responsibility of the Prize recipient.

Prize must be accepted as awarded with no substitution; the Prize is non-transferable and non-convertible and cannot be redeemed for cash or credit, in whole or in part, for any other offer, for any reason. Travel restrictions, conditions and limitations may apply. Sponsor is not responsible if any portion of the trip package is delayed, postponed or

cancelled for any reason, in which event that portion of Prize is forfeited in its entirety and no substitution will be provided except as in Sponsor's sole discretion.

9. Release: By receipt of any Prize, the winner and all guests agree to release and hold harmless the Sponsor, Sponsor, and their respective parent companies, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any Prize. **YOU ACKNOWLEDGE THAT CERTAIN ACTIVITIES OFFERED AS PART OF THE PRIZE ARE INHERENTLY DANGEROUS AND MAY RESULT IN SERIOUS BODILY INJURY OR DEATH, AND YOU AND ANY GUESTS ACCEPT SUCH RISKS AS PART OF YOUR PARTICIPATION IN SUCH ACTIVITIES.**

10. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion, and Sponsor disclaims any liability for such events. If terminated Sponsor may, in its sole discretion, determine the winners from among all non-suspect, eligible entries received up to time of such action using the procedure outlined above. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the Entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated entries. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

11. Limitations of Liability: Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone/internet lines or network hardware or software; (3) unauthorized human intervention in any part of the Entry process or the Sweepstakes; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Sweepstakes, the uploading, the processing or judging of entries or votes or the tabulating of votes, the announcement of the prizes or in any Sweepstakes-related materials; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes or receipt or use or misuse of any prize (including any travel/activity related thereto). Released Parties are not responsible for misdirected or undeliverable entries or

for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for any unauthorized third party use of any Entry.

12. Disputes: Entrant agrees that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Entrant(s) and Sponsor and their agencies, shall be governed by and construed exclusively in accordance with the laws of the State of Colorado without giving effect to any choice of law or conflict of law rules which would cause the application of the laws of any jurisdiction other than the State of Colorado. Entrant agrees that any action at law or in equity arising out of or relating to this Sweepstakes, or awarding of the prize, shall be filed only in the state or federal courts located in the State of Colorado. Entrant hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action. Except where prohibited, by participating in this Sweepstakes, Entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes, or awarding of the prize, shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Sweepstakes but in no event attorneys' fees; and (c) under no circumstances will any participant be permitted to obtain awards for and 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. Some jurisdictions do not allow the limitations or exclusion of liability for incidental or consequential damages, so the above may not apply to you.

13. Entrant's Personal Information: Information collected from Entrant is subject to Sponsor's Privacy Policy (<https://www.xanterra.com/privacy-policy>)

14. Winner List: For the name of winner (available after February 25, 2018; requests must be received by March 31, 2018), send a self-addressed, stamped envelope to:

Xanterra Parks & Resorts®
6312 Fiddlers Green Circle
Suite 600 North
Greenwood Village, Colorado 80111

15. Contact: You may contact the Sponsor by mail at:

Xanterra Parks & Resorts®
6312 Fiddlers Green Circle
Suite 600 North
Greenwood Village, Colorado 80111

or by email at info@xanterra.com.

