

**THE RITZ-CARLTON RESIDENCES, VAIL
AUCTION FOR 2 NIGHTS ACCOMODATIONS FOR 2 PEOPLE
VALID UNTIL DECEMBER 1, 2011**

OFFICIAL RULES

PURCHASE IS NECESSARY. PRIZE WILL BE GIVEN TO HIGHEST BIDDER AT THE ANGELS IN ACTION AUCTION.

1. **ELIGIBILITY.** The Ritz-Carlton Residences, Vail Auction is only open to people 18 years or older, who were not or are not in the employment of Vail Resorts Development Company or any of its respective affiliates, subsidiaries, or advertising, promotion and other coordinating agencies involved in this promotion or the household members or immediate family members of any of the above. If a winner is under the age of majority, the winner must have a parent or guardian accept their prize. Void where prohibited by law. You will need to bid online with The Angels in Action Auction from July 1st – July 31st to be eligible.
2. **TIMING.** Auction will take place on line starting July 1, 2011 and the winner will receive the prize after the auction ends on July 31, 2011
3. **TERMS AND LIMITATIONS:** By participating in the Auction, each entrant agrees to be bound by 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 or misdirected entries.
4. **EVENT SPONSOR.** This Giveaway is sponsored by RCR Vail, LLC an affiliate of Vail Resorts Development Company with a business address of 137 Benchmark Road, Avon, CO 81620
5. **PRIZE; APPROXIMATE RETAIL VALUE**

**ONE GRAND PRIZE: TWO NIGHTS ACCOMODATION FOR 2 PEOPLE AT
THE RITZ-CARLTON RESIDENCES, VAIL VALID UNTIL DECEMBER 1, 2011**

Approximate Retail Value: \$2,000

For information on The Ritz-Carlton Residences, Vail please visit www.TheResidencesVail.com

RESTRICTIONS APPLY. The accommodations for 2 people at The Ritz-Carlton Residences, Vail are valid until December 1, 2011 only and may not be resold under any circumstances. Winner must redeem price at the Auction. If Winner is unable to redeem the prize at the Auction, the Grand Prize will be forfeited. Accommodations are based on availability and are provided to sleep a minimum of 2 people. Winner is responsible for all applicable federal, state and local taxes on prizes.

6. **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.

10. **PUBLICITY.** By accepting the prize, where permitted by law, winner grants to Sponsor and its licensees he 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.

11. **RELEASE; ASSUMPTION OF RISK.** 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, Vail Resorts, Inc., The Vail Corporation, its subsidiaries and affiliates, including but not limited to the subsidiaries that operate the Vail, Beaver Creek, Keystone and Breckenridge resorts, the United States Forest Service, and their respective agents, employees, representatives, assignees, directors, officers, partners and shareholders (each hereinafter 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..

12. **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 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.

13. **WINNERS LIST.** For name of winner send a self-addressed stamped envelope for receipt to **RCR VAIL, LLC - VAIL RESORTS DEVELOPMENT COMPANY, PO Box 959 Avon, CO 81620**