

## **GIFT CARD TERMS AND CONDITIONS**

1. **IMPORTANT – PLEASE READ.** By purchasing or using your Stevens Pass Gift Card you agree to all of these terms and conditions.

2. **GENERAL TERMS.** The Gift Card allows you to load a specific dollar value onto your Gift Card for use at participating Stevens Pass retail locations (“Participating Locations”). The dollar value that you load onto your Gift Card is a pre-payment for the goods and services of Participating Locations only. Your Gift Card is not a credit card or credit line and no deposit account is associated with it. The value associated with the Gift Card is not insured by the Federal Deposit Insurance Corporation (FDIC). **Unless otherwise required by law or permitted by this agreement, any amount loaded on your Gift Card is non-refundable and may not be redeemed for cash. No interest, dividends, or any other earnings on funds loaded to a Gift Card will accrue or be paid or credited to you.** This agreement is the complete and exclusive statement of agreement between you and Stevens Pass Mountain Resort. We reserve the right not to accept any Gift Card or otherwise limit use of a Gift Card if we reasonably believe that the use is unauthorized, fraudulent or otherwise unlawful.

4. **LOADING VALUE ON YOUR CARD.** When you purchase your card, you can load a dollar value on the Gift Card. You may load any value on your Card up to the maximum amount which will be set by Stevens Pass and may change from time to time at our discretion.

5. **BALANCES; BILLING ERRORS; CORRECTIONS.** You can check the balance of your Gift Card by calling 206-812-4510. Stevens Pass reserves the right to correct the balance of your Gift Card if we believe that a clerical, billing or accounting error occurred. Stevens Pass shall have no liability for any billing error unless you provide us notice within sixty (60) days of the date of the transaction in question. You should monitor your transactions and account balances closely.

6. **LIABILITY.** Because your Gift Card is used like cash for purchases from, you are responsible for all transactions associated with it, including unauthorized transactions. If your card is damaged, lost or stolen, it cannot be replaced or refunded.

7. **CHANGES TO THIS AGREEMENT.** If these Terms and Conditions change, Stevens Pass will post the terms to the modified agreement on our web site. As permitted by applicable law, any change, addition or deletion will become effective at the time we post the revised agreement to our web site. Unless we state otherwise, the change, addition or deletion will apply to your future and existing Gift Cards. You are deemed to accept the changes, additions or deletions if your Gift Card used after such notice.

8. **CANCELLATION.** Stevens Pass may suspend or terminate this agreement and revoke or limit any or all of the rights and privileges granted to you at any time without notice or liability. If we terminate this agreement without cause, Stevens Pass will refund or issue store credits equal to the balance of your Gift Card. Fraudulent or unauthorized use of the Gift Card may lead to termination of your Gift Card without refund of any kind.

9. **DISCLAIMER AND LIABILITY LIMITS.** STEVENS PASS, ITS OWNERS AND ITS AFFILIATES MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE GIFT CARD, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

IN THE EVENT THAT STEVENS PASS OR ITS AFFILIATES ARE FOUND LIABLE TO YOU FOR ANY REASON, YOU SHALL ONLY BE ENTITLED TO RECOVER ACTUAL AND DIRECT DAMAGES AND SUCH DAMAGES SHALL NOT EXCEED THE LAST BALANCE HELD ON YOUR GIFT CARD. STEVENS PASS, ITS OWNERS, AND ITS AFFILIATES SHALL HAVE NO LIABILITY FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, REVENUE OR USE) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, WHETHER IN CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL STEVENS PASS, ITS OWNERS, OR ITS AFFILIATES HAVE ANY LIABILITY FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF A GIFT CARD THROUGH ACCIDENT, MISUSE, OR FRAUDULENT MEANS OR DEVICES BY YOU OR ANY THIRD PARTY, OR AS A RESULT OF ANY DELAY OR MISTAKE RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL. The laws of certain states or other jurisdiction do not allow limitations on implied warranties, or the exclusion or limitation of certain damages. If these laws apply, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you may have rights in addition to those contained in this agreement. In such jurisdiction, our liability is limited to the greatest extent permitted by law.

10. ASSIGNMENT. Stevens Pass may assign all or part of this agreement without such assignment being considered a change to the agreement and without notice to you. The assignee will have the same rights and obligations as the assignor.