

## WOMEN'S RUNNING/ASICS NIMBUS GIVEAWAY OFFICIAL RULES

Promotion Period: 01/12/2022 - 02/13/2022

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.**

1. **ELIGIBILITY:** The WOMEN'S RUNNING/ASICS GIVEAWAY (the "Promotion") is open only to residents of the fifty United States and the District of Columbia who are 21 years or older, at time of entry. Employees of Sponsor, its parents, affiliates and subsidiaries, participating advertising and promotion agencies, and prize suppliers, and their directors, officers, agents, employees, attorneys, and any other person or entity associated with such entities and/or promotion ("Promotion Parties") (and members of their immediate family and/or those living in the same household of each such employee) are not eligible to participate or win. Void in Puerto Rico and where prohibited by law.
2. **ENTRIES:** Beginning 01/12/2022 , go to [website address] to complete and submit the entry form pursuant to the on-screen instructions. All entries must be submitted by 02/13/2022 at 11:59 PM MT.

Limit one (1) entry per person and per email address for this Promotion. Entries using macro, robotic, script or other forms of automatic entry will be disqualified. Proof of submission does not constitute proof of receipt. If there is a dispute as to the identity of an online entrant, the prize will be awarded to the authorized account holder of the email address associated with the winning entry. The "authorized account holder" is defined as the natural person to whom the email address is assigned by an internet service provider, online service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. Sponsor shall not be liable for entries and winner notification responses that are delayed, lost, misdirected, misdelivered, incorrect or incomplete, and such entries will not be eligible for this Promotion.

Entrants agree to be bound by the terms of these Official Rules and by the decisions of Sponsor, which are final and binding on all matters pertaining to this Promotion.

### 3. **GRAND PRIZE & APPROXIMATE RETAIL VALUE (ARV):**

our (4) Pairs of ASICS GEL-Nimbus 24 shoes will be awarded in the Promotion. Total ARV of the prize(s): \$640 (Prizes have no redeemable cash value)

4. **GRAND PRIZE WINNER SELECTION AND PRIZE CLAIM:** Four (4) winners will be selected in a random drawing approximately one (1) week after the Promotion closes, from among all eligible entries received during the Promotion Period.

Drawing will be conducted by Outside, whose decision shall be final and binding. Odds of winning will depend upon the total number of eligible entries received.

The right to receive the prize is subject to Sponsor's verification of winner's eligibility, including verification of age and residency and to the fulfillment of all requirements of these Official Rules.

Sponsor will attempt to notify winner by email at the email address provided in winner's entry. Return of any prize/prize notification as undeliverable may result in disqualification and selection of

an alternate winner. It is entrant's responsibility to update Sponsor of any change in their email address. The winner may be required to sign and return an Affidavit of Eligibility and/or Liability Release within seven (7) days following the date of first attempted notification. Failure to comply with this deadline may result in forfeiture of the prize and selection of an alternate winner.

If the winner (i) is determined to be ineligible or otherwise disqualified by Sponsor, (ii) fails to respond to Sponsor's first winner notification email within forty-eight (48) hours of notification or after two (2) attempts (whichever occurs first), (iii) fails to timely provide any information requested by Sponsor or timely execute and return any documents required by Sponsor, the winner will be disqualified and forfeit all interest in the prize in its entirety. Sponsor reserves the right to select an alternate winner or not award the unclaimed prize.

All federal, state, and local taxes, fees, and surcharges and taxes (whether foreign or domestic, and including income, sales, and import taxes) on prizes are the sole responsibility of the winner. Winner may be issued an IRS Form 1099-MISC in the amount of the approximate retail value of the prize (as calculated by Sponsor) and must provide Sponsor with their valid Social Security Number or Taxpayer ID for tax reporting purposes upon request. Noncompliance with the requirements of this paragraph will result in disqualification of the winner and the forfeiture of all interest in the prize.

All costs and expenses associated with prize acceptance and use not specifically provided herein are the sole responsibility of the winner.

All prizes are subject to the terms and conditions set forth in these Official Rules and those set forth by the prize suppliers. ALL PRIZES ARE SUBJECT TO AVAILABILITY AND SPONSOR'S APPROVAL. NO CHANGES ARE PERMITTED ONCE ANY RESERVATIONS HAVE BEEN MADE, EXCEPT WITH THE WRITTEN APPROVAL OF SPONSOR. In case of prize forfeiture, no further compensation is due to winner from Sponsor.

Each prize is awarded "as is" with no warranty or guarantee, either express or implied outside of suppliers' limited warranties. No transfer, assignment or substitution of a prize permitted, except Sponsor reserve the right to substitute prize for an item of equal or greater value in the event an advertised prize is unavailable. The right to receive the prize cannot be redeemed for cash.

- 5. LIMITATION OF LIABILITY AND RELEASE:** TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE (I) SPONSOR SHALL NOT BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR CONNECTED WITH (A) THE PROMOTION, OR (B) ANY PRIZE AWARDED AND (II) YOUR REMEDIES FOR ANY CLAIMS RELATING THE PROMOTION ARE LIMITED TO YOUR ACTUAL OUT-OF-POCKET EXPENSES OF PARTICIPATION IN THE PROMOTION (IF ANY).

By participating in the Promotion, entrants agree that the Promotion Parties shall not be liable for any and all liability, claims, damages, costs, losses or injuries, including any third party claims, damages, losses or injuries, directly or indirectly, whether caused by negligence or not, arising from or relating to, in whole or in part, (i) your participation in this Promotion, including without limitation entry and participation in this Promotion and acceptance, possession, use or misuse of the prizes; (ii) electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive entry information by Sponsor or presenter on account of technical problems or traffic congestion on the Internet or at any

Web site or any combination thereof; (iii) unauthorized human intervention in any part of the entry process or the Promotion, or (iv) electronic or human error which may occur in the administration of the Promotion or the processing of entries, including, without limitation, incorrect, delayed or inaccurate transmission, winner notifications, prize claims or other information or communications relating to the Promotion, or the failure to capture or transmit any such information or any errors in these Official Rules. In the event of any ambiguity or error(s) in these Official Rules, Sponsor reserves the right to clarify or modify these Official Rules however it deems appropriate to correct any such ambiguity or error(s). If due to an error or for any other reason, more legitimate prize claims are received than the number of prizes stated in these Official Rules, Sponsor reserves the right to award only four (4) prizes from a random drawing from among all eligible entrants. In no event will more than the stated number of prizes (i.e., four (4) prizes) be awarded. Sponsor is not responsible for any printing, typographical, mechanical or other error in the printing of the offer, administration of the Promotion or in the announcement of the prize.

**If an entrant is a California resident, such entrant hereby waives California Civil Code Section 1542, which states, "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which, if known by him or her must have materially affected his or her settlement with the debtor."**

All entrants further agree that in the event of any third party claims, damages, losses or injuries, arising from or relating to entrant's participation in this Promotion or use of the prizes, they will indemnify and hold harmless the Promotion Parties for any and all such claims, including attorneys' fee related thereto.

- 6. SPONSORS' RESERVATION OF RIGHTS:** Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If any provision of these Official Rules is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced. If for any reason the Promotion is not capable of being safely executed as planned, including, without limitation, as a result of war, natural disasters or weather events, labor strikes, acts of terrorism, pandemic infection (including without limitation, events related to the COVID-19 virus), or other force majeure event or infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes which in the opinion of and/or Promotion Parties, corrupt or affect the administration, security, fairness, integrity, or proper conduct and fulfillment of this Promotion, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion. Sponsor reserves the right to select winners from eligible entries received as of the termination date.

Sponsor further reserves the right to disqualify any individual who tampers with the entry process. Sponsor may prohibit an entrant from participating in a Promotion or winning a prize if it determines that said entrant is attempting to undermine the legitimate operation of the Promotion by cheating, hacking, deception or other unfair playing practices or intending to abuse, threaten or harass other entrants of any Promotion Parties. **CAUTION: ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE, TAMPER WITH THE ENTRY PROCESS, OR OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO COOPERATE IN THE PROSECUTION OF ANY SUCH INDIVIDUAL(S) AND TO PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW.**

- 7. GOVERNING LAW AND JURISDICTION:** COLORADO STATE LAW, WITHOUT REFERENCE TO COLORADO CHOICE OF LAW RULES, GOVERNS THE PROMOTION AND ALL ASPECTS RELATED THERETO, AND THE FORUM AND VENUE FOR ANY DISPUTE RELATING TO THE PROMOTION SHALL

LIE EXCLUSIVELY IN A FEDERAL OR STATE COURT OF COMPETENT JURISDICTION IN THE STATE OF COLORADO. ENTRANT HEREBY SUBMITS TO THE PERSONAL JURISDICTION OF THE STATE OR FEDERAL COURTS OF THE STATE OF COLORADO AND WAIVES ALL RIGHTS TO CONTEST SUCH JURISDICTION.

8. **PUBLICITY:** Acceptance of the prize constitutes permission for Sponsor and their agencies to use winner's name and/or likeness, biographical material and/or entry (including an altered form of the entry) for advertising and promotional purposes without additional compensation, unless prohibited by law.
9. **PRIVACY:** Any personally identifiable information collected during an entrant's participation in the Promotion will be collected by Sponsor or its designee and used by Sponsor for the proper administration and fulfillment of the Promotion, including, but not limited to, disclosures of the winner's name, address, prize value, and description of the prize to regulatory agencies, and as otherwise described in these Official Rules and Sponsor's privacy policy, located at <https://www.outsideinc.com/privacy-policy/>.
10. **COMMUNICATIONS:** By entering this Promotion, you agree to receive email and/or mail from the Sponsor, any associated third party to whom you have opted in to share your personal information, and those involved in the development, production, implementation and distribution of this Promotion.
11. **WINNER'S LIST:** For the name of the winner, place a self-addressed, stamped business-sized envelope in an envelope and mail it to: Outside Interactive, Inc., ATTN: **WOMEN'S RUNNING/ASICS GIVEAWAY**– Winner's List, 1600 Pearl St., Suite 300 Boulder CO 80302. Requests must be received no later than sixty (60) days after the announcement of the winner.
12. **SPONSOR:** **Outside Interactive, Inc.**, 1600 Pearl St., Boulder, CO 80302 (the "Sponsor").