

Brooks x Strava: Best Efforts Challenge Giveaway Official Rules

Important: Please read these rules before participating in the Sweepstakes (defined below). By participating in this Sweepstakes, you agree to be bound by these Official Rules and represent that you satisfy all of the eligibility requirements below.

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: Brooks x Strava: Best Efforts Challenge Giveaway (the "Sweepstakes") is open only to legal residents of the fifty (50) United States (including the District of Columbia) and Canada (excluding Quebec) who are at least eighteen (18) years old at the time of entry. Employees of Brooks Sports, Inc. ("Sponsor"), Merkle Inc. ("Administrator"), Strava, Inc., and their parent and affiliate companies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state, provincial, municipal, territorial, and local laws and regulations and is void in Quebec and where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules. Sponsor's and Administrator's decisions are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: Brooks Sports, Inc., 3400 Stone Way N. Suite 500, Seattle, WA 98103, U.S.A.
Administrator: Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075, U.S.A.

3. Timing: The Sweepstakes begins on April 1, 2025 at 12:00 a.m. Eastern Time ("ET") and ends on April 29, 2025 at 11:59 p.m. ET (the "Sweepstakes Period").

Administrator's computer is the official time-keeping device for the Sweepstakes.

4. How to Enter the Sweepstakes: There are two (2) Sweepstakes prize pools (each a "Prize Pool"). Legal residents of the fifty (50) United States (including the District of Columbia) will comprise the U.S. Prize Pool and legal residents of Canada (excluding Quebec) will comprise the Canada Prize Pool.

During the Sweepstakes Period, there are two (2) ways to enter the Sweepstakes, as outlined below:

- a. Complete the Brooks Best Efforts Challenge (for 13.1 miles, a half-marathon) in Strava App:** During the Promotion Period, download the Strava mobile app ("App"), to your mobile device, if you haven't already done so. Then, follow the links and instructions to complete a new challenge: obtaining a new personal record ("PR") during a half-marathon run (13.1 miles), and track within the App. Once complete, you will receive an email to the email address associated with the App. Either click on the link included in the email or simply visit <https://brooks.promo.eprize.com/besteffortschallenge2025/> ("Promotion Site"). During the Promotion Period, follow the links and instructions to complete and submit the registration form, including a valid email address. You will receive one (1) Sweepstakes entry into the applicable Prize Pool drawing.

Please consult your doctor before engaging in any exercise or training activity. If you experience a medical emergency, please stop your exercise or training activity and consult with a medical professional immediately.

Message and data rates apply to use of mobile device. You may be charged by your wireless carrier for participating via mobile device. It is therefore recommended that you consult your

wireless carrier's pricing plan before participating via mobile device. Not all mobile devices offer wireless Internet access; and, wireless Internet access may not be available in all areas.

- b. Alternate Method of Entry:** During the Promotion Period, to enter without downloading the App or obtaining a PR, print your name, address, day and evening phone numbers, email address, and date of birth on a piece of paper and mail it in an envelope with proper postage to the address below.

Residents of the United States (including DC):

"Brooks x Strava: Best Efforts Challenge Giveaway," c/o Merkle Inc., P.O. Box 5021, Department 865998, Kalamazoo, MI 49003-5021, USA.

Residents of Canada (excluding Quebec):

"Brooks x Strava: Best Efforts Challenge Giveaway," 1690 Huron Church Rd, Box 305, Windsor, ON N9C 2L1.

You will receive one (1) Sweepstakes entry into the applicable Prize Pool drawing. Limit: One (1) entry per envelope. All mail-in entries must be handwritten and must be postmarked by April 29, 2025 and received by May 6, 2025. Limit All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected, or postage-due entries, which will be disqualified.

Limit: You may enter one (1) time during the Promotion Period, regardless of method of entry. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated 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. Use of any automated system to participate is prohibited and may result in disqualification. In the event of a dispute as to the identity of an entrant, Sponsor and Administrator will rely on the information submitted by the entrant to register for this Sweepstakes. If any additional information provided by entrant is inconsistent with the information provided at registration for this Sweepstakes, Sponsor and/or Administrator may disqualify such entrant and such disqualification may result in the forfeiture of any prizes won. Sponsor, in its discretion, may require additional documentation from entrant to show proof of entrant's identity.

5. Prize Drawings: Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential Sweepstakes winners from all eligible entries received for each respective Prize Pool on or around May 13, 2025. The potential winners will be notified by email. Potential winners may be required to provide their name, home mailing address (P.O. Boxes may not be permitted), and date of birth to confirm eligibility and for purposes of prize fulfillment within five (5) days of the date notice or attempted notice is sent, in order to claim the prize. If a Canadian resident, the potential winner will be required to correctly answer a time-limited skill testing question without any assistance in order to be eligible to receive a prize. If the potential winner is a Canadian resident and the question is answered incorrectly, the prize will be forfeited. If potential winner is a Canadian resident, they will be required to complete IRS Form W-8BEN. If a potential winner of any prize cannot be contacted, fails to provide any requested information within the required time period (if applicable), or the prize is returned as undeliverable, the potential winner forfeits the prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that the potential winner is disqualified for any reason or forfeits the prize, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded.

6. Sweepstakes Prizes, Approximate Retail Value ("ARV"), and Odds of Winning:

A. Prizes: FIVE (5) GRAND PRIZES (four (4) awarded to the U.S. Prize Pool and one (1) awarded to the Canada Prize Pool): A pair of Hyperion Elite 4 PB shoes. ARV: \$250.00 USD.
NINETY-FIVE (95) FIRST PRIZES (eighty (80) awarded to the U.S. Prize Pool and fifteen (15) awarded to the Canada Prize Pool): A pair of Hyperion Max 2 shoes. ARV: \$180.00 USD.

For All Prizes: Prizes are non-transferable, and no substitution will be made except as provided herein at the Sponsor's sole discretion. Prize style, size, and all other details will be determined by Sponsor in its sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value, if the designated prize should become unavailable for any reason, including but not limited to substitute a shoe due to the unavailability of an applicable style or size. Winners are responsible for all taxes and fees associated with prize receipt and/or use. The odds of winning a prize depend on the total number of eligible entries received during the Promotion Period. Limit: one (1) prize per person. Total ARV of U.S. Prize Pool Prizes: \$15,400.00 USD. Total ARV of Canada Prize Pool Prizes: \$2,950.00 USD.

For Canadian Winners: If winner is a resident of Canada, Sponsor will gross up the prize value in an amount to satisfy the 30% withholding requirement. The withholding amount will be submitted to the US taxing authority IRS (the United States tax agency) as required by law and winner will receive a U.S tax form 1042 from the Administrator reflecting the total value of the prize, including the gross up amount and the withholding amount submitted to the IRS will be noted separately.

7. Releases; Representations and Warranties: By participating in the PR as outlined in section 4.a, you agree, represent, and warrant that:

- a. As a material condition to you being permitted to participate in the PR, you are physically fit and sufficiently trained to participate in the PR.
- b. You understand and acknowledge that participation in the PR carries inherent and significant risk, including the potential for permanent injury and death, and while particular rules, equipment, and personal discipline may reduce these risks, the risk of serious injury or death cannot be eliminated.
- c. You understand that an emergency may develop which necessitates the administration of medical care when participating in the PR, and if you experience a medical emergency, you will stop your exercise or running activity and consult with a medical professional immediately at your own expense.
- d. You will comply with all rules and guidelines for participating in the Sweepstakes.

BY PARTICIPATING IN THE PR AS OUTLINED IN SECTION 4.A, YOU ACKNOWLEDGE THAT YOUR ACCEPTANCE OF THESE SWEEPSTAKES RULES AND PARTICIPATION IN THE PR IS SOLELY AT YOUR OWN RISK. ON BEHALF OF YOU AND YOUR ASSIGNS, HEIRS, DEVISEES AND ESTATE (COLLECTIVELY, "SUCCESSORS"), YOU HEREBY UNCONDITIONALLY AND FOREVER RELEASE, DISCHARGE AND AGREE TO INDEMNIFY AND HOLD HARMLESS SPONSOR, ADMINISTRATOR, AND OTHER PROVIDERS OF THE SWEEPSTAKES, OR ANY PORTION THEREOF, AND EACH OF THEIR RESPECTIVE PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PROFESSIONAL ADVISORS, CONTRACTORS, AND ADVERTISING/MARKETING AND PROMOTION AGENCIES (COLLECTIVELY, "RELEASED PARTIES"), FROM ANY AND ALL CLAIMS, JUDGMENTS, COSTS, DAMAGES, LOSSES, EXPENSES AND LIABILITIES (WHETHER UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE (WHETHER ACTIVE, PASSIVE OR IMPUTED), STRICT LIABILITY, PRODUCT LIABILITY OR ANY OTHER THEORY)) RELATING TO ANY CLAIM YOU MAY NOW OR LATER HAVE WITH RESPECT TO ANY DEATH, PERSONAL INJURY, PROPERTY DAMAGE, PECUNIARY OR OTHER LOSS, DAMAGE, COST OR EXPENSE (COLLECTIVELY, "HARM") THAT MAY BE SUFFERED BY YOU OR ANY THIRD PARTY AS A RESULT OF, AND/OR IN CONNECTION WITH, THE SWEEPSTAKES, EVEN IF SUCH HARM IS CAUSED SOLELY BY THE RECKLESSNESS, NEGLIGENCE OR FAULT OF ONE OR MORE RELEASED PARTIES (COLLECTIVELY, THE "RELEASED CLAIMS"). YOU UNDERSTAND AND AGREE THAT THIS RELEASE WILL PREVENT YOU AND YOUR SUCCESSORS FROM BRINGING ANY ACTION AGAINST ANY RELEASED PARTY AND FROM RECOVERING ANY MONEY DAMAGES

OR OTHER RELIEF FROM ANY RELEASED PARTY IN CONNECTION WITH ANY OF THE RELEASED CLAIMS.

If any provision of these Official Rules is found to be unenforceable in any respect by a court of competent jurisdiction, you agree that it is your intent and understanding that these Official Rules will nonetheless be enforced to the maximum extent to which it is found to be legally enforceable. TO THE EXTENT PERMITTED BY LAW, YOU WAIVE THE BENEFIT OF ANY PROVISIONS OF ANY STATUTE OR OTHER LAW THAT MIGHT ADVERSELY AFFECT THE RIGHTS OF ANY RELEASED PARTY UNDER THIS AGREEMENT.

Without limiting the foregoing, to the maximum extent permitted by law, you waive all rights you may have under California Civil Code Section 1542, which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the Release, which if known by him must have materially affected the settlement with the debtor."

By receipt of any Sweepstakes prize, winner agrees to release and hold harmless Sponsor, Administrator, and any promotional partners, each of their parent, subsidiary, affiliate, and related companies, and each of its and their respective officers, directors, employees, and agents (collectively the "Released Parties") from and against any losses, damages, rights, claim, or cause of action of any kind arising, in whole or in part, directly or indirectly, out of participation in the Sweepstakes or resulting directly or indirectly, from acceptance, possession, use, or misuse of any prize awarded in connection with the Sweepstakes, including without limitation personal injury, death, and/or property damage, as well as claims based on publicity rights, defamation, and/or invasion of privacy.

As a condition of being awarded any prize or gift, the winner may (in Sponsor's sole discretion) be required to execute and deliver to Sponsor a signed affidavit of eligibility, acceptance of these Official Rules, release of liability, and any other legal, regulatory, or tax-related documents required by Sponsor's in its sole discretion.

8. Publicity: Except where prohibited, participation in the Sweepstakes constitutes each winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state/province for promotional purposes in any media, worldwide, without further payment or consideration. Sponsor is not obligated to use any of the above-mentioned information or publicity materials but may do so and edit such information or materials at its sole discretion, without further obligation or compensation.

9. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, if any fraud, technical failures, human error, or any other factor impairs the integrity or proper functioning of the Sweepstakes, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any aspect of the Sweepstakes, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance and may modify the prizes offered herein. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes, including but, not limited to submitting fraudulent entries, or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. 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 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. In no event will more prizes than are stated in these Official Rules be awarded. If, for any reason, more prize notifications are sent (or more claims are received) than the number of prizes offered, as set forth in these Official Rules, Sponsor

reserves the right to award the intended number of prizes through a random drawing from among all eligible prize claims received. In the event there is a discrepancy or inconsistency between any other statements contained in any Sweepstakes-related materials (including printed versions of these Official Rules) and the Official Rules as posted on the Promotion Site, the Official Rules as posted on the Promotion Site shall prevail, govern, and control.

10. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information either caused by printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes or provided by entrants; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections to the internet, in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the Sweepstakes, including but not limited to the entry process; (4) technical or human error which may occur in the administration of the Sweepstakes, including but not limited to the processing of entries; (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 to the receipt, use, inability to use, or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible.

11. Disputes: Entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes or any prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for Delaware; (ii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorneys' fees; and (iii) 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules (whether of the State of Delaware or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Delaware.

12. Entrant's Personal Information: Information collected from entrants is subject to Sponsor's Privacy Policy https://www.brooksrunning.com/en_us/privacy/privacy-policy.html.

13. Sweepstakes Winner List: For a winner list, please [click here](#) or send a stamped, self-addressed, business-size envelope after May 13, 2025 to Brooks at the address listed above. The winner list will be posted after winner confirmation is complete. Residents of VT may omit return postage.

14. Sponsor's Intellectual Property Notice: "BROOKS", "Brooks Running", "Brooks Run Club", the Brooks logo, the Path design, and any other Brooks product or service names, logos, or slogans are trademarks of Brooks Sports, Inc. The Instant Win Game and all accompanying materials are copyright 2024 by Brooks Sports, Inc. All rights are reserved.

15. Sweepstakes Emails: By entering the Sweepstakes, you agree to receive emails related to the Sweepstakes including, but not limited to, a registration confirmation email.