

# Run Happy Fest

## PROGRAM TERMS AND CONDITIONS

**Important:** Please read these terms before participating in the Program (defined below). By participating in this Program, you agree to be bound by these Terms and Conditions (the "Program Terms"), including all waivers and liability releases herein, and represent that you satisfy all of the eligibility requirements below. In addition, these Program Terms complement and incorporate by reference the Brooks Sports, Inc. [Terms of Use](#) ("Terms of Use"). In the event of a conflict between these Program Terms and the Terms of Use, these Program Terms will control with respect to the Program.

**PARTICIPATION IN THE PROGRAM AND DISPUTES ARISING OUT OF OR RELATING TO THESE PROGRAM TERMS ARE SUBJECT TO THE MANDATORY ARBITRATION PROVISION SET FORTH IN SECTION 9 BELOW.**

**1. Eligibility:** Run Happy Fest (the "Program") is open to legal residents of the 50 United States (including D.C.) who are 18 years old or older at the time of entry.

**2. Timing:** Program begins on October 5, 2021 at 12:00 a.m. Eastern Time ("ET"), ends on November 30, 2021 at 11:59 p.m. ET (the "Program Period") and consists of three phases (each a "Phase"), as outlined below.

Phase	Start Date at 12:00 a.m. ET	End Date at 11:59 p.m. ET
Registration	October 5, 2021	October 17, 2021
Run	October 13, 2021	October 17, 2021
Post Run	October 18, 2021	November 30, 2021

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

**3. How to Participate in Program:** During the Registration Phase, visit [https://www.brooksrunning.com/en\\_us/run-happy-fest/](https://www.brooksrunning.com/en_us/run-happy-fest/) ("Website") and follow the links and instructions to complete and submit the registration form including a valid home address and other required information. The registration form contains a link to Sponsor's (defined below) privacy policy which informs you about how your information is collected, used, and shared in connection with the Program. You will have the option to opt-in to receive marketing communications from the Sponsor; and opt-in to allow the Sponsor to use your run data for the Sponsor's research purposes. Multiple participants are not permitted to share the same email address.

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

During the Run Phase, visit the Website and follow the links and instructions to either (a) manually log your running activities by providing the run date, distance, and time; or (b) connect your mobile device or app in order to have your running activities automatically loaded to the Website. Your progress and statistics will be displayed in your dashboard. Once you make progress on your running challenges, you will earn digital badges.

During the Post Run Phase, you are able to visit the Website to view your dashboard and statistics from the Run Phase.

**4. Sponsor:** Brooks Sports, Inc., 3400 Stone Way N. Suite 500, Seattle, WA 98103 ("Sponsor").  
**Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

**5. Releases; Representations and Warranties:** By participating in the Program, you agree, represent, and warrant that:

- a. As a material condition to you being permitted to participate in the Program, you are physically fit and sufficiently trained to participate in the Program.
- b. You understand and acknowledge that participation in this Program 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 Program, 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 Program.

BY PARTICIPATING IN THE PROGRAM, YOU ACKNOWLEDGE THAT YOUR ACCEPTANCE OF THESE PROGRAM TERMS AND PARTICIPATION IN THE PROGRAM 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 PROGRAM, 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 PROGRAM, 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 Program Terms 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 Program Terms 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."**

**6. Publicity:** To the fullest extent permitted by applicable law, participation in the Program constitutes your consent to Sponsor's and its agents' use of your name, age group, run time,

likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

**7. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Program, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Program, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the registration process or the operation of the Program or to be acting in violation of these Program Terms or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Program 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 Program Terms shall not constitute a waiver of that provision.

**8. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by participants, printing errors or by any of the equipment or programming associated with or utilized in the Program; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the registration process or the Program; or (4) technical or human error which may occur in the administration of the Program or the processing of registrations.

**9. Disputes:** PLEASE READ THE FOLLOWING PARAGRAPH CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE DISPUTES WITH SPONSOR AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM SPONSOR.

You and Sponsor agree to arbitrate any dispute arising from these Program Terms, the Terms of Use or your participation in the Program, except that you and Sponsor are not required to arbitrate any dispute in which either party seeks equitable and other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, or patents. ARBITRATION PREVENTS YOU FROM SUING IN COURT OR FROM HAVING A JURY TRIAL. You and Sponsor agree that you will notify each other in writing of any dispute within 30 days of when it arises. Notice to Sponsor shall be sent to Brooks Sports, Inc., 3400 Stone Way N, Suite 500 Seattle, WA 98103, attention Legal Department. You and Sponsor further agree: to attempt informal resolution prior to any demand for arbitration; that any arbitration will occur in King County, Washington; that arbitration will be conducted confidentially by a single arbitrator in accordance with the Rules of the American Arbitration Association; and that the state or federal courts in King County, Washington have exclusive jurisdiction over any appeals of an arbitration award and over any suit between the parties not subject to arbitration. The arbitrator has the authority to grant any remedy that would otherwise be available in court. Any dispute between the parties will be governed by these Program Terms, the Terms of Use, and the laws of the State of Washington and applicable United States law, without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction. Whether the dispute is heard in arbitration or in court, you and Sponsor will not commence against the other a class action, class arbitration or other representative action or proceeding.

**10. Participant's Personal Information:** See Sponsor's Privacy Policy [https://www.brooksrunning.com/en\\_us/privacy/privacy-policy.html](https://www.brooksrunning.com/en_us/privacy/privacy-policy.html).

**11. Sponsor's Intellectual Property Notice:** "Brooks," "Brooks Running," "Moving Comfort," the Brooks logo and any other Brooks product or service names, logos, or slogans are trademarks of Brooks Sports, Inc. All rights are reserved.