

## Brooks Run Club Holiday Spin to Win Game

### Official Rules

**Important: Please read these rules before participating in the Instant Win Game (defined below). By participating in this Instant Win Game, 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 WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. Eligibility:** Brooks Run Club Holiday Spin to Win Game (the "Instant Win Game") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees, officers, and representatives of Brooks Sports, Inc., Merkle Inc., as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Instant Win Game is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation in the Instant Win Game constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Instant Win Game. 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. **Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

**3. Timing:** The Instant Win Game begins on December 1, 2021 at 12:00 a.m. Eastern Time ("ET") and ends on January 3, 2022 at 11:59 p.m. ET (the "Promotion Period"). Administrator's computer is the official time-keeping device for the Instant Win Game.

**4. How to Enter:** During the Promotion Period, visit [https://www.brooksrunning.com/en\\_us/brooks-run-club/](https://www.brooksrunning.com/en_us/brooks-run-club/) and follow the links and instructions to complete and submit the registration form, including a valid email address. Once you submit the form, you will automatically receive one (1) Instant Win Game play for that day and proceed to the Instant Win Game page. Follow the links and instructions to play the Instant Win Game. The Instant Win Game results will be instantly displayed. Potential winners of the Instant Win Game will be provided directions for validation. All potential winners are subject to verification before any prize will be awarded. Administrator is responsible for the functionality of the Instant Win Game. If you are not a potential winner of an Instant Win Game prize, you will receive a coupon good for 15% off your order at TheoChocolate.com and one (1) free Peppermint Cocoa Cup (single individually wrapped cup) (Approximate Retail Value: \$1.25) with your order ("Coupon"). Limit one (1) free Peppermint Cocoa Cup per customer while supplies last. The Coupon may not be combined with other discounts, applied to previous purchases, or used for subscriptions, wholesale, wedding, corporate gifting, private classes or other custom orders. Other Coupon terms and conditions apply. Limit: one (1) Coupon per person. Coupons expire January 31, 2022 at 11:59pm PT.

Limit: Each entrant may play one (1) time per day during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of plays by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's plays and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration or play, the authorized account holder of the email address used to register will be deemed to be the entrant or player. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider, Internet service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder.

**5. ALL POTENTIAL WINNING PLAYS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND THE POTENTIAL WINNING PLAY HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY, IS VOID, AND WILL NOT BE HONORED.**

**6. Instant Win Game Prize Selection and Verification of Potential Winners:** Receiving a prize is contingent upon compliance with these Official Rules. Administrator is an independent judging organization whose decisions as to the administration and operation of the Instant Win Game and the selection of potential winners are final and binding in all matters related to the Instant Win Game. There will be four hundred twenty-five (425) random, computer-generated winning times during the Promotion Period. If you are the first player to play the Instant Win Game at or after one of the randomly-generated times, you will be a potential instant winner of the prize indicated. If any potential winner cannot be contacted or fails to provide any requested information within the required time period, potential winner forfeits the prize. If any potential winner cannot be contacted or if prize is returned as undeliverable, potential winner forfeits prize. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. There will be three (3) alternate drawings after which the prize will remain un-awarded. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Instant Win Game.

**7. Prizes:** SEVENTY-FIVE (75) GRAND PRIZES: One (1) pair of Brooks Run Merry Shoes. Approximate Retail Value ("ARV"): \$110.00. THREE HUNDRED FIFTY (350) FIRST PRIZES: One (1) Brooks Chocolate Shoe. ARV: \$32.00.

Odds of winning an Instant Win Game prize depend on the number of prizes available divided by the number of eligible Instant Win Game plays. No cash or other substitution, assignment or transfer of any prizes permitted, except by Sponsor, who reserves the right to substitute a prize or prize component with cash or another prize of comparable or greater value. Prizes cannot be exchanged. Winners are responsible for all federal, state, and local taxes and fees associated with prize receipt and/or use. Prizes will be awarded "as is" with no warranty or guarantee, either express or implied offered by Sponsor. TOTAL ARV OF ALL PRIZES: \$19,450.00. Limit: One (1) Instant Win Game prize per person.

Actual model, color, size and features of the merchandise included in the Instant Win Game prize awarded will be selected by Sponsor in its sole discretion and may vary from photos used in print, electronic, or online advertising, including Sponsor's web site.

**8. Publicity:** Except where prohibited, participation in the Instant Win Game constitutes winner's consent to Sponsor's use of winner's name, likeness, photograph, voice, opinions, biographical information, hometown, and state for promotional purposes in any media without further payment or consideration.

**9. General Conditions:** Sponsor reserves the right to cancel or modify the Instant Win Game if fraud, technical failures, human error or any other factor impairs the integrity of the Instant Win Game, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the prizes at random from among the eligible entries received up to the time of the impairment. 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 Instant Win Game, 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 damage any website or undermine the legitimate operation of the Instant Win Game is 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.

**10. Release and Affidavit:** By receipt of any 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 Instant Win Game or resulting directly or indirectly, from acceptance, possession, use, or misuse of any prize awarded in connection with the Instant Win Game, 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.

**11. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Instant Win Game; (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 entry process or the Instant Win Game; (4) technical or human error which may occur in the administration of the Instant Win Game or the processing of entries; or (5) 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 Instant Win Game, or receipt, or use of any prize or while traveling to or from any prize-related activity. 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 Instant Win Game, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming, or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

**12. Disputes:** Entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or connected with this Instant Win Game 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 Instant Win Game 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 Instant Win Game, 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.

**13. Entrant’s Personal Information:** Information collected from entrants is subject to the Sponsor’s Privacy Policy ([https://www.brooksrunning.com/en\\_us/privacy/privacy-policy.html](https://www.brooksrunning.com/en_us/privacy/privacy-policy.html)).

**14. Winner List:** For a winner list, visit <https://bit.ly/3eQTERx>, or send a stamped, self-addressed, business-size envelope after January 3, 2022 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.

**15. Sponsor’s Intellectual Property Notice:** BROOKS and the Path design are trademarks of Brooks Sports, Inc. The Instant Win Game and all accompanying materials are copyright 2021 by Brooks Sports, Inc. All rights are reserved.