

Brooks Run Club Official Rules

Important: Please read these rules before participating in the Sweepstakes and/or Program (each defined below). By participating in this Sweepstakes and/or Program, 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 Run Club ("Promotion") consists of a sweepstakes (the "Sweepstakes") and a program (the "Program"). The Promotion 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 of Brooks Sports, Inc., Merkle 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, and local laws and regulations and is void 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. **Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

3. Timing: The Sweepstakes begins on April 5, 2022 at 12:00 a.m. Eastern Time ("ET") and ends on June 27, 2022 at 11:59 p.m. ET (the "Promotion Period"). Administrator's computer is the official time-keeping device for the Sweepstakes.

4. How to Enter the Sweepstakes: During the Promotion Period, visit https://www.brooksrunning.com/en_us/brooks-run-club/ ("Website") and follow the links and instructions to complete and submit the registration form, including a valid email address or log into the Website. You will receive one (1) entry into the Sweepstakes. **You may optionally participate in the Program (as outlined in Section 5 below); participating in the Program is not required or a condition of entering the Sweepstakes.**

Limit: You may enter 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 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 will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online 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. How to Participate in the Program: During the Promotion Period, visit https://www.brooksrunning.com/en_us/brooks-run-club/ ("Website") and follow the links and instructions to complete and submit the registration form, including a valid email address or log into the Website. 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. 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 Promotion Period, visit the Website and follow the links and instructions to select a training goal and a training program you would like to participate in. Then, you may participate in the various activities. Once you have completed an activity, follow the instructions to mark it as complete.

6. Sweepstakes 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 during the Promotion Period, on or around June 28, 2022. The potential winners will be notified by email. The potential Grand Prize winner (or parent/legal guardian if winner is a minor in his/her state of residence) will be required to sign and return a Declaration of Compliance, Liability Waiver and where not prohibited a Publicity Release ("Declaration") which must be received by Administrator within five (5) days of the date notice or attempted notice is sent, in order to claim the prize. 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 potential winner of any prize cannot be contacted, fails to sign and return the Declaration or provide any other 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 Grand Prize 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. Unclaimed First Prizes will not be awarded.

7. Sweepstakes Prizes: ONE (1) GRAND PRIZE: A trip for two (2) to Washington, D.C to attend the Marine Corps Marathon. Trip package includes round trip, coach-class air transportation for two (2) from a major airport near winner's home (determined by Sponsor in its sole discretion) to Washington, D.C.; two (2) nights' accommodations at a hotel determined by Sponsor in its sole discretion (single room, double occupancy); ground transportation to and from destination airport and hotel; \$1,000 spending money; and a \$600 e gift card to https://www.brooksrunning.com/en_us, terms and conditions apply. Participation in the Marine Corps Marathon is optional, but winner and/or travel companion can compete in the race for free. Sponsor will also send winner an optional itinerary for the Marine Corps Marathon of various events related to the marathon if winner and travel companion would like to attend any event. If winner and/or travel companion does not participate in the marathon, that portion of prize is forfeited in its entirety and no substitution will be provided. The Sponsor is not responsible if the marathon event(s) are delayed, postponed or cancelled for any reason and winner will not be reimbursed for that portion of the prize. Winner must travel on the dates determined by Sponsor in its sole discretion or prize will be forfeited. Trip must be booked at least twenty-one (21) days prior to departure. Travel and accommodations are subject to availability and blackout dates. Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in this Sweepstakes, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Unless child of winner, travel companion must be eighteen (18) years of age or older as of the date of departure or a sibling/friend of winner with the appropriate parental permissions and releases and must travel on same itinerary and at the same time as the winner. If winner is a minor in his/her state of residence, travel companion must be winner's parent/legal guardian. Travel companion must execute liability/publicity releases prior to issuance of travel documents. Travel restrictions, conditions and limitations may apply. **Winner and travel companion are responsible for complying with any COVID-**

19 requirements set forth by airline, hotels/accommodations, event venues or other vendors offering services that are part of the trip prize. Failure to comply with any required COVID-19 requirements, may result in forfeiture of select elements of the prize or the entire prize. Forfeiture of select elements of the trip due to failure to meet these requirements will not impact the value of the trip as reported on an IRS Form 1099. If in the judgment of Sponsor air travel is not required due to winner's proximity to prize location, ground transportation will be substituted for round trip air travel at Sponsor's sole discretion. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Sponsor is not responsible if event is delayed, postponed or cancelled for any reason, in which event that portion of prize is forfeited in its entirety and no substitution will be provided except as in Sponsor's sole discretion. Approximate Retail Value ("ARV"): \$6,950.00. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value.

TWO HUNDRED AND ONE (201) FIRST PRIZES: A \$25 offer to https://www.brooksrunning.com/en_us, terms and conditions apply. ARV: \$25.00.

Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's 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. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a prize depend on the number of eligible entries received during the Promotion Period. Limit: one (1) prize per person. Total ARV of all prizes: \$11,975.00.

8. Program 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 RULES 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 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 Program 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."

9. Sweepstakes Release and Affidavit: 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.

10. 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 for promotional purposes in any media, worldwide, without further payment or consideration.

11. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Promotion, if any fraud, technical failures, human error, or any other factor impairs the integrity or proper functioning of the Promotion, 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 Promotion, 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 Promotion 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 Promotion 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.

12. 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 Promotion; (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 Promotion; (4) technical or human error which may occur in the administration of the Promotion or 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 Promotion or receipt or 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 Promotion, 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.

13. Disputes: Entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or connected with this Promotion 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 Promotion 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 Promotion, 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.

14. 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.

15. Sweepstakes Winner List: For a winner list, [click here](#) or send a stamped, self-addressed, business-size envelope after June 27, 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.

16. Sponsor's Intellectual Property Notice: "BROOKS", "Brooks Running", "Moving Comfort", the Brooks logo, the Path design, and any other Brooks product or service names, logos, or slogans are trademarks of Brooks Sports, Inc. The Promotion and all accompanying materials are copyright 2022 by Brooks Sports, Inc. All rights are reserved.

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