

Run. Walk. Win. Rest. 2024 Sweepstakes and Instant Win Game Official Rules

Important: Please read these rules before participating in the Promotion (defined below). By participating in this Promotion, 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.

Overview: The Run. Walk. Win. Rest. 2024 Sweepstakes and Instant Win Game (the "Promotion"). The Promotion consists of a grand prize sweepstakes (the "Grand Prize Sweepstakes" or generically herein, the "Sweepstakes"), available during the entire Promotion Period; an instant win game (the "Instant Win Game"), also available during the entire Promotion Period; and a one (1) day only sweepstakes (the "National Ice Cream Day Sweepstakes"). For the Grand Prize Sweepstakes, Sponsor will award one (1) Grand Prize. For the Instant Win Game, Administrator will randomly-seed forty-five (45) First Prizes. For the National Ice Cream Day Sweepstakes, Sponsor will award ten (10) Dairy Queen Prize Package prizes. See Section 3 below for timing of each as well as Section 9 for all prizing details.

1. Eligibility: The Promotion is open only to legal residents of the fifty (50) United States (including District of Columbia) who are at least eighteen (18) years old at the time of entry. Brooks Friends and Family discount holders, Sports Medicine Ambassadors, and Employees of Brooks Sports, Inc., Merkle Inc., PWR Lab, Inc d.b.a. DashLX, and their parent and affiliate companies, suppliers as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Promotion 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 Promotion. 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.

American Dairy Queen Corporation is not a Sponsor of this Promotion.

3. Timing: The Sweepstakes and Instant Win Game begins on June 26, 2024 at 12:00 a.m. Eastern Time ("ET") and ends on August 9, 2024 at 11:59 p.m. ET (the "Promotion Period"). The National Ice Cream Day Sweepstakes begins on July 21, 2024 at 12:00 a.m. ET and ends on July 21, 2024 at 11:59 p.m. ET. For purposes of this Promotion, a "day" begins at 12:00 a.m. ET and ends at 11:59 p.m. ET. Administrator's computer is the official time-keeping device for this Promotion.

4. How to Enter the Sweepstakes: During the Promotion Period, visit https://www.brooksrunning.com/en_us/brooks-run-club-activity/ ("Website") and either complete and submit the form to create a BrooksRunning.com account or simply login to your existing BrooksRunning.com account. Next, follow the links and instructions to complete and submit the registration form including your gear preference, date of birth, and zip code.

Then, during the Promotion Period, there are various ways to earn Sweepstakes entries, as outlined below:

- a. **Sync your Device:** Follow the instructions on the Website to sync your device with Brooks' run data partner, DashLX. To do so, click on the "Get started now" button or the "Link your fitness tracker to play now" link via the Website to visit <https://app.dashlx.com/optin/brooks->

[run-club](#). You will receive ten (10) entries into the Sweepstakes. Limit: Each entrant may complete this action one (1) time during the Promotion Period.

- b. **Run or Walk**: Once you have synced your device, as outlined in Section 4.a, follow the instructions to run or walk any distance, any speed, any time, and track within your device.

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.

Once you track one (1) run/walk within your device, you will receive one (1) entry into the Sweepstakes. Please note that once your device is synced (as outlined in Section 4.a), you will retroactively earn entries for each day you have completed a walk/run during the Promotion Period, up to one (1) entry into the Sweepstakes per calendar day. Limit: Each entrant may complete this action one (1) time per day during the Promotion Period.

Then, once you complete the following number of runs/walks during the Promotion Period and track within your device, you will receive the indicated number of additional Sweepstakes entries. *Unless otherwise noted*, you may complete one (1) run/walk **per day** during the Promotion Period.

Number of Runs/Walks Completed	Additional Sweepstakes Entries	Limit
5	25 additional entries	Each entrant may complete this action one (1) time during the Promotion Period.
“Run for Gold”: run or walk 10 or more days (doesn’t need to be in a row) between July 26 and August 9, 2024	60 additional entries	Each entrant may complete this action one (1) time during the Promotion Period.
2 in one (1) calendar day	20 additional entries	Each entrant may complete this action one (1) time during the Promotion Period.
“Strava Challenge”: one (1) when you complete a 5k (3.1 miles or more) on Strava in July, 2024	30 additional entries	Each entrant may complete this action one (1) time during the Promotion Period.
“National Ice Cream Day”: one (1) on July 21, 2024 only	20 additional entries into the Sweepstakes AND <u>1 entry into the National Ice Cream Day Sweepstakes (See Section 4(E) below for Alternate Method of entering the National Ice Cream Day Sweepstakes)*</u>	Each entrant may complete this action one (1) time during the Promotion Period.

- c. Make a Purchase and Upload a Receipt:** Make an in-store or online purchase of any pair of Brooks shoes and/or apparel (at least \$50.00; excluding tax and shipping) (“Qualifying Purchase”). Be sure to keep your receipt. Receipts cannot be given away, bartered, auctioned, sold, or traded and all such receipts may be void. Participation in the Promotion by individuals who do so may be terminated at Sponsor’s discretion.

Take an image of your entire receipt. The receipt image must be clear and legible and display all of the following: the purchase date and time, and the Qualifying Purchase(s), the price of the Qualifying Purchase(s), and total amount spent. Receipt image must not be larger than 5MB and may only be one of the following file types: 'jpg', 'jpeg', 'png', 'gif', 'tiff', 'tif', 'bmp'.

Visit the Website and follow the links and instructions to upload your receipt image. Each receipt can only be uploaded once.

You will receive an email once your receipt has been reviewed and approved. The review process will take up to 2-3 days. If your receipt was not approved, you will receive an email communication explaining the reason for rejection. You may upload the receipt again if you are able to cure the issues provided in the email communication. Once your receipt has been approved, you will receive thirty (30) entries into the Sweepstakes. Limit: Each entrant may complete this action one (1) time during the Promotion Period.

- d. Mail-in Alternate Method of Entry For the Grand Prize Sweepstakes:** To earn Sweepstakes entries without syncing a device, running, walking, or making a purchase, print your name, address, phone number, email address associated with your BrooksRunning.com account, and date of birth on a piece of paper and mail it in an envelope with proper postage to “Run. Walk. Win. Rest. 2024 Sweepstakes and Instant Win Game,” c/o Merkle Inc., P.O. Box 5046, Department 863050, Kalamazoo, MI 49003-5046. You will receive thirty (30) entries into the Sweepstakes. Limit: One (1) entry per envelope. All mail-in entries must be postmarked by August 10, 2024 and received by August 17, 2024. 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: Each entrant may receive up to two hundred forty (240) entries into the Sweepstakes 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. 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 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.

*National Ice Cream Day Sweepstakes: On July 21, 2024, follow the instructions to as outlined above to participate in the National Ice Cream Day run/walk activity. By doing so, you will receive one (1) Sweepstakes entry into the National Ice Cream Day Sweepstakes.

- e. Mail-in Alternate Method of Entry For the National Ice Cream Day Sweepstakes:** To earn your National Ice Cream Day Sweepstakes entry without syncing a device, running, or walking, print your name, address, phone number, email address associated with your BrooksRunning.com account, and date of birth on a piece of paper and mail it in an

envelope with proper postage to “Run. Walk. Win. Rest. 2024 Sweepstakes and Instant Win Game – National Ice Cream Day,” c/o Merkle Inc., P.O. Box 5046, Department 863050, Kalamazoo, MI 49003-5046. You will receive one (1) Sweepstakes entry into the National Ice Cream Day Sweepstakes. Limit: One (1) entry per envelope. All mail-in entries must be postmarked by July 22, 2024 and received by July 29, 2024. 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: Each entrant may receive one (1) entry into the National Ice Cream Day Sweepstakes 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. 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 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. How to Enter the Instant Win Game: During the Promotion Period, visit https://www.brooksrunning.com/en_us/brooks-run-club-activity/ (“Website”) and either complete and submit the form to create a BrooksRunning.com account or simply login to your existing BrooksRunning.com account. Next, follow the links and instructions to complete and submit the registration form including your gear preference, date of birth, and zip code. Then, follow the instructions to either sync your device with Brooks' run data partner, DashLX, or to play without syncing a device, locate and click on the free access link in the footer of the Website.

You will advance to the Instant Win Game page and receive one (1) Instant Win Game play for that day. Once on 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.

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 the identity of an entrant, Sponsor and Administrator will rely on the information submitted by the entrant to register for this Instant Win Game. If any additional information provided by entrant is inconsistent with the information provided at registration for this Instant Win Game, 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.

6. Sweepstakes Drawing, National Ice Cream Day Sweepstakes Drawing and Instant Win Game: Administrator is an independent judging organization whose decisions as to the administration and operation of the Promotion and the selection of potential winners are final and binding in all matters related to the Promotion.

Sweepstakes: Administrator will randomly select the potential Grand Prize Sweepstakes winner, from all eligible entries on or around August 20, 2024.

National Ice Cream Day Sweepstakes: Administrator will randomly select the potential ten (10) Dairy Queen Prize Pack Sweepstakes winners, from all eligible entries on or around August 1, 2024.

Instant Win Game: Forty-five (45) (one (1) per calendar day) random, computer-generated winning times, one for each prize listed below, will be generated 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.

7. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME OR SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY, AND THE POTENTIAL WINNER HAS 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.

8. Verification of Potential Winners: Receiving a prize is contingent upon compliance with these Official Rules. The potential Sweepstakes Grand Prize winner will be notified by Administrator via email or phone. The potential National Ice Cream Day Sweepstakes prize winners will be notified by Sponsor or Sponsor's third party via email or phone. 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. The potential Sweepstakes Grand Prize winner (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. If a potential winner of any prize cannot be contacted or fails to sign and return the Declaration or provide any other requested information within the required time period (if applicable), or prize is returned as undeliverable, potential winner forfeits the prize. In the event that a potential winner forfeits the prize or 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 unawarded.

9. Prizes:

Sweepstakes Prize: ONE (1) GRAND PRIZE: A trip for two (2) to a city of winner's choice from a list of cities provided by Sponsor. 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); three (3) nights accommodations at a location determined by Sponsor in its sole discretion (single room, double occupancy); ground transportation to and from destination airport and hotel; \$500 spending money; a \$300 check that can be used for a marathon race entry fee; and two (2) pairs of Brooks running shoes. Sponsor will provide winner a selection of Brooks running shoes; winner will be able to pick two (2) from among the provided selection.

There exists an inherent risk of exposure to COVID-19 in any public place where people are present. COVID-19 is a contagious disease that can lead to severe illness and death. By traveling and attending event, winner and winner's guests voluntarily assume all risks related to exposure to COVID-19. Winner must complete the trip within one (1) year from the

drawing date 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 companions are responsible for complying with any COVID-19 requirements set forth by airline, rental car vendor, hotels, excursion and 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 the prize or elements of the prize. Forfeiture of any aspect 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"): \$6,920.00. 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. Odds of winning the Sweepstakes Prize depend on the number of eligible entries received during the Promotion Period.

National Ice Cream Day Sweepstakes Prizes: TEN (10) DAIRY QUEEN PRIZE PACKAGE PRIZES: One (1) \$500 Dairy Queen gift card, terms and conditions apply and swag items. ARV: \$570. Limit: One (1) Dairy Queen Prize Package per person.

Instant Win Game Prizes: FORTY-FIVE (45) FIRST PRIZES: A \$160 Brooks footwear eGift code to https://www.brooksrunning.com/en_us, terms and conditions apply. Single-use coupon code for up to \$160 off footwear items purchased in the same transaction on https://www.brooksrunning.com/en_us. Code expires 8:59 PM PST 12/31/24. ARV: \$160.00. Odds of winning an Instant Win Game prize depend on the number of Instant Win prizes available divided by the number of eligible Instant Win Game plays. Limit: One (1) Instant Win Game prize per person. Must log in to https://www.brooksrunning.com/en_us/brooks-run-club/ and enter coupon code at Checkout to receive discount. Coupon code cannot be used to buy Brooks eGift Cards. Unused coupon value cannot be applied to another transaction. While supplies last. No rainchecks. Discount applies to merchandise only, not to applicable taxes, shipping & handling charges. Offer is non-transferable and not valid for cash or cash equivalent. Valid on orders shipped to the United States only. Past purchases do not apply. See https://www.brooksrunning.com/en_us/terms-of-use/ for additional terms and details, including any eligibility restrictions.

For All Prizes: No cash equivalent and all 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. Instant Win Game Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Promotion. TOTAL ARV OF ALL PRIZES: \$19,820.00.

10. Releases; Representations and Warranties: By participating in the walking/running activity as outlined in section 4.b, you agree, represent, and warrant that:

- a. As a material condition to you being permitted to participate in the walking/running activity, you are physically fit and sufficiently trained to participate in the walking/running activity.
- b. You understand and acknowledge that participation in the walking/running activity 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 walking/running activity, and if you experience a medical emergency, you will stop your exercise or walking/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 WALKING/RUNNING ACTIVITY AS OUTLINED IN SECTION 4.B, YOU ACKNOWLEDGE THAT YOUR ACCEPTANCE OF THESE PROMOTION RULES AND PARTICIPATION IN THE WALKING/RUNNING ACTIVITY 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, PWR LAB, INC D.B.A. DASHLX, 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 prize, winner agrees to release and hold harmless Sponsor, Administrator, American Dairy Queen Corporation, PWR Lab, Inc d.b.a. DashLX, 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 Promotion or resulting directly or indirectly, from acceptance, possession, use, or misuse of any prize awarded in connection with the Promotion, 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. Publicity: Except where prohibited, participation in the Promotion constitutes 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.

12. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes or Instant Win Game, 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 or Instant Win Game, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to modify the prizes offered herein and to award the prizes at random from among the eligible entries or plays 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 Sweepstakes or 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 undermine the legitimate operation of the Sweepstakes or the Instant Win Game 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.

13. 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; 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 Promotion or receipt or use or misuse of any prize. If for any reason an entrant's entry or play is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Sweepstakes entry or Instant Win Game play, if 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 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.

14. 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.

15. 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.

16. Winner List: For a winner list, please [click here](#) or send a stamped, self-addressed, business-size envelope after the August 20, 2024 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.

17. 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.

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