

## **BROOKS RUNNING BIG ENDORSEMENT – TERMS AND CONDITIONS**

The Brooks Big Endorsement Marketing Campaign (the “Campaign”), sponsored by Brooks Sports, Inc. (“Brooks” “we” or “us”) begins on June 6, 2017, and ends on September 30, 2017, but is only available while supplies last (“Campaign Period”). By participating in the Campaign, you agree to the following terms and conditions (“Terms”) and Brooks’ decisions relating to the Campaign, which are final and binding in all matters related to the Campaign.

**ELIGIBILITY:** The Campaign is open only to legal residents of the fifty (50) United States (including the District of Columbia), Canada, and Puerto Rico (“Territory”), who are at least 18 years old or the age of majority in his/her jurisdiction of residence. If you are not located in the Territory, you are not eligible to receive a Gift (defined below). Void where prohibited or restricted by law.

**HOW TO PARTICIPATE:** Visit [www.BrooksAthlete.com](http://www.BrooksAthlete.com) (“Website”) during the Campaign Period and submit the requested registration information, which may include, but is not limited to, e-mail address, first/last name, street address (no PO Boxes), city, state, and zip code, and an optional photograph of yourself. Submitting the requested information constitutes your acceptance of these Terms. Photographs must be in the following formats: .JPG, .JPEG, .PNG and cannot exceed 5MB. When you register, you are a “Registrant” for purposes of these Terms. The first 20,000 United States Registrants, and the first 3,000 Canadian Registrants may, subject to verification of eligibility and compliance with these Terms, be sent \$1.00 USD (\$1.00 CAD if from Canada). All registrants will receive a kit that includes a printed contract, a code of conduct document, and access to other digital content, such as training programs. The check (if received) and kit are collectively referred to as the “Gift”. For avoidance of doubt, this Campaign does not entitle participants or registrants to any other monetary or non-monetary benefit(s) whatsoever, such as race entry fees or product discounts. If you are sent a \$1.00 USD/CAD check, the check will not be replaced or reissued if it is lost, stolen, damaged, destroyed or used without your permission and will be voided if altered or defaced, or after 90 days. If a check is not cashed within 90 days of issuance, the check will be forfeited, and at Brook’s sole discretion, may be given to another Registrant. Gifts will be delivered within approximately 6 to 8 weeks after verification and will be mailed to the address provided during registration. Gifts are subject to availability and are only available while supplies last. There is a limit of one (1) Gift per person/household during the Campaign Period. No more than stated number of checks in these Terms will be given away in this Campaign (20,000 in the United States and 3,000 in Canada). Brooks is not responsible for lost, stolen or unauthorized use of a Gift.

Brooks shall not be responsible for any inability of a winner to accept or use any portion of a Gift for any reason. Any applicable federal, state, provincial, territorial and local taxes are solely the responsibility of each Registrant, as well as any other associated costs and expenses not expressly set forth herein.

**IMPORTANT: Message and data rates apply.** Not all mobile telephone providers carry the service necessary to participate in this Campaign. Participants should consult their wireless provider’s pricing plans.

To the extent applicable, you are required to comply with the FTC Guides Concerning the Use of Endorsements and Testimonials in Advertising at 16 CFR 255 (available at

<http://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-publishes-final-guides-governing-endorsements-testimonials/091005revisedendorsementguides.pdf>). These obligations relate to disclosure of compensation you have received in any social media post or other communication. Regardless of your country of residence, you are required to disclose any connection between you and Brooks for your social media posts or any other publications relating to this Campaign.

**Photograph and Submission Guidelines:** All materials submitted must comply with the following:

- Must be an original work;
- Must be suitable for publication (i.e., may not be obscene or indecent);
- Cannot feature trademarks, logos or trade dress owned by any third party, or advertise or promote any brand or product of any kind, other than Brooks';
- Cannot contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images);
- Cannot include the name, likeness, photograph, or other indicia identifying any person, living or dead, without permission from that person;
- Cannot be sexually explicit or suggestive, violent or derogatory of any ethnic, racial, gender, religious, professional or age group;
- Cannot promote illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- Cannot describe or depict any illegal activity or violation of any state or federal law;
- Must not include any personally identifiable information (full name, e-mail address, telephone number, etc.);
- Must not contain, facilitate, reference or use material that contains prohibited content which shall include, but is not limited to content that promotes, suggests, or encourages:
  - gambling, including without limitation, any content related to online casinos, sports books, bingo or poker;
  - the use of prostitution, pornography, nudity, profanity or other adult content, or violence;
  - the taking up of arms against any person, government or entity or otherwise challenge or seek to overthrow any government;
- Must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way.

Brooks reserves the right, at its sole discretion, to disqualify Registration if he or she fails to comply with any of these Entry requirements or any other provision of these Terms.

**IMPORTANT NOTE:** Any person who incorporates any intellectual property owned by a third party into his or her entry does so at his or her own risk. Further, no person will be eligible to receive a Gift unless Brooks determines, in its sole and absolute discretion, that such person's submission has been or can be sufficiently cleared for legal purposes and such person's eligibility is verified. Each person who enters this Campaign represents and warrants as follows: (i) the Submission is the Registrant's own original, previously unpublished, and previously unproduced work; (ii) the Submission does not contain any computer virus (as applicable), is otherwise uncorrupted, is wholly original with Registrant, and as of the date of submission, is not the subject of any actual or threatened litigation or claim; (iii) the Registrant does not and will not violate or infringe upon the intellectual property rights or other rights of

any third party; and (iv) the Submission does not and will not violate any applicable laws, and is not and will not be defamatory or libelous. Each Registrant hereby agrees to indemnify and hold the Campaign Entities harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder.

By participating in the Campaign, each Registrant hereby grants permission for the Submission, including the Registrant's name, city, state, social media account name and any other public profile information, to be publicly posted by the Brooks at the Website and on Brooks' social media accounts.

**LIMITATION OF LIABILITY:** You agree that Brooks, its parent company and subsidiaries, its advertising and promotional agencies and suppliers involved in the Campaign, and each of their respective representatives, employees, officers, directors, (all "Released Parties") are not responsible for lost, late, incomplete, or undeliverable e-mail notifications or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, connections or availability; or corrupt or jumbled transmissions, service provider/Internet/website/UseNet accessibility, availability or traffic congestion; or any technical, mechanical, printing, or typographical or other error; or unauthorized human intervention; or inaccurate capture of Campaign-related information; or the failure to capture, or loss of, any such information. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any website users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Campaign and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to any Campaign-related website(s). Released Parties are not responsible for any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Campaign. Any registrations not in compliance with these Terms, will, at our sole discretion, may not be permitted to participate in the Campaign.

We reserve the right, at our sole discretion, to cancel, terminate, modify or suspend the Campaign or proceed in a manner we deem fair and reasonable. In the event that any technical, mechanical, printing, or typographical or other error causes more people are notified to receive a Gift than the number of Gifts available as stated above in these Terms, Brooks will award only the stated number of Gifts in a fair and reasonable manner.

By participating, you agree: (i) to be bound by these Terms and by all applicable laws; (ii) to waive any rights to claim ambiguity with respect to these Terms; (iii) to waive your rights to bring any claim, action or proceeding against any of the Released Parties in connection with or based on your participation in the Campaign or use of any Gift or Gift component; and (iv) to forever and irrevocably agree to release, defend, indemnify and hold harmless Released Parties from any and all claims, lawsuits, judgments, costs and expenses (including reasonable outside attorneys' fees) that may arise in connection with: (a) the Campaign; (b) a violation of any third-party privacy, personal, publicity or proprietary rights; (c) typographical or printing errors in these Terms or any Campaign materials; (d) any interruptions in or postponement, cancellation or modification of the Campaign; (e) human error; (f) incorrect or inaccurate transcription, receipt or transmission of an entry; (g) any technical malfunctions or unavailability of any telephone network, computer system, computer online system, mobile device, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service; and (h) interruption or inability to access the Campaign, any other Campaign-related websites or

any online service via the Internet due to hardware or software compatibility problems. WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS CAMPAIGN, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSIONS OF IMPLIED WARRANTIES, THEREFORE SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. Check local laws for any restrictions or limitations regarding these limitations or exclusions.

**This Campaign IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF WASHINGTON, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN Seattle, King County, Washington. IF we can't resolve a dispute about the Campaign, you agree to resolve it by FINAL AND BINDING ARBITRATION ADMINISTERED BY J.A.M.S. according to ITS ARBITRATION RULES AND PROCEDURES. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT are we responsible for PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM. YOU AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY PARTICIPANT SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION OCCURRED, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.**

**FOR RESIDENTS OF QUEBEC.** Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

**PRIVACY POLICY:** For information about how we use data collected through this Campaign, please review our Privacy Policy (list URL here).  
[http://www.brooksrunning.com/en\\_us/privacy/privacy-policy.html](http://www.brooksrunning.com/en_us/privacy/privacy-policy.html).

**PUBLICITY RIGHTS:** By participating, you agree to allow us the perpetual right to use your name, biographical information, photos and/or likeness, videos, and statements for advertising and publicity purposes, or any reasonable business purpose, at any time or times, in all media now known or hereafter discovered, including live television, worldwide, including but not limited to on the World Wide Web and Internet, without notice, review or approval and without additional compensation except where prohibited by law.

**GENERAL:** Any attempted participation other than as described herein is void. We reserve the right to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Campaign. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Campaign may void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE THE CAMPAIGN OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS CAMPAIGN MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS.** In the event of any conflict with any Campaign details contained herein, and Campaign details contained in any promotional materials (including, but not limited to, point of

sale, television and print advertising, promotional packaging and other promotional media), the details set forth in these Terms shall prevail.

Sponsored by Brooks Sports, Inc., 3400 Stone Way N., Suite 500, Seattle, WA 98103.  
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