

**BROOKS BEST FEST PROMOTION**  
**OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER, WIN OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT’S CHANCES OF WINNING.**

The Brooks Best Fest Promotion (“Promotion”) is sponsored by Brooks Sports, Inc. (“Sponsor”), 3400 Stone Way N., 5<sup>th</sup> Floor, Seattle, WA 98103, USA and is administered by Prize Logic, LLC, (“Administrator”), 25200 Telegraph Road, Suite 405, Southfield, MI 48033, USA.

1. **PROMOTION PERIOD:** The Promotion begins on August 12, 2019 at 12:00 PM Eastern Time (“ET”) and ends on September 22, 2019 at 11:59:59 PM ET (“Promotion Period”). The Promotion Period includes six (6) drawing periods as set forth in the chart below:

<b>Drawing Period</b>	<b>Start Date</b>	<b>End Date</b>	<b>Drawing Date (on or about)</b>
1	August 12, 2019 12:00 PM ET	August 18, 2019 11:59 PM ET	August 19, 2019
2	August 19, 2019 12:00 AM ET	August 25, 2019 11:59 PM ET	August 26, 2019
3	August 29, 2019 12:00 AM ET	September 1, 2019 11:59 PM	September 2, 2019
4	September 2, 2019 12:00 AM ET	September 8, 2019 11:59 PM ET	September 9, 2019
5	September 9, 2019 12:00 AM ET	September 15, 2019 11:59 PM ET	September 16, 2019
6	September 16, 2019 12:00 AM ET	September 22, 2019 11:59 PM ET	September 23, 2019

All non-winning entries from each drawing period will carry forward into subsequent drawing periods. The Administrator’s computer is the Promotion official clock.

2. **ELIGIBILITY:** This Promotion is open only to legal residents of Canada who are at least eighteen (18) years of age or the age of majority in their place, province or territory of residence at the time of entry. Employees of Sponsor, Administrator, and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, “Promotion Entities”) and each of their immediate family members (e.g., spouse, parent, child, sibling, and their respective spouses and the “steps” of each, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to enter or win. All applicable provincial, territorial, and local laws and regulations apply. Void where prohibited or restricted by law.

Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions and interpretations, which are final and binding in all matters related to the Promotion.

3. **HOW TO ENTER:** During the Promotion Period an eligible entrant may submit a video or photo sharing a personal celebration on Instagram. To submit a video or photo entrant must log on to

his/her Instagram account, upload the video or photo showing his/her personal performance record along with @brooksrningca and the hashtag #BrooksBestFestSweeps (collectively, the "Entry").

By entering the Promotion and using the appropriate hashtag, entrant hereby agrees to be bound by these Official Rules. An entrant must have a non-private Instagram account to enter the Promotion and must be a follower of @brooksrningca for 60 days after the end of the Promotion Period for winner notification purposes to be eligible to win/claim a prize. Entrants may create an Instagram account at no cost by logging on to <http://instagram.com>. Creation of an Instagram account requires a contestant to agree to Instagram's Terms of Service and Privacy Policy, available at <http://instagram.com/about/legal/terms/> and <http://instagram.com/about/legal/privacy/>, respectively. Due to the way Instagram operate its services, entries from users with protected or private accounts (i.e., entrant has set his/her account so that only people the entrant has approved can view his or her updates) may not be received. This Promotion is in no way sponsored, endorsed or administered by, or associated with Instagram. Each entrant specifically agrees to release Instagram from any and all liability associated with this Promotion. Entries will be deemed made by the authorized account holder of the account the Entry is submitted from at the time of entry. The "authorized account holder" is the person who is assigned to the Instagram account by the online service provider.

Once an entry is submitted in the Promotion it may be made available on Sponsor's social media accounts or other websites for viewing by the general public.

**Entry Requirements:** All Entries must comply with the following restrictions:

- Entry must contain #BrooksBestFestSweeps and @brooksrningca;
- Entry must be an original work;
- Entry must comply with Instagram platform terms;
- Entry cannot have been published previously by any party other than the entrant;
- Entry must be suitable for publication (i.e., may not be obscene or indecent);
- Entry cannot prominently feature trademarks, logos or trade dress owned by any third party, or advertise or promote any brand or product of any kind, other than the Sponsor's;
- Entry cannot contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images);
- Entry cannot include the name, likeness, photograph, or other indicia identifying any person, living or dead, without written permission from that person;
- Entry cannot be sexually explicit or suggestive, violent or derogatory of any ethnic, racial, gender, religious, professional or age group;
- Entry 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;
- Entry cannot describe or depict any illegal activity or violation of any applicable law;
- Entries must not include any personally identifiable information (full name, e-mail address, telephone number, etc.);
- Entries 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;
- Entry must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way.

If any Entry fails to comply with any of these Entry Requirements or any other provisions of these Official Rules, at the Sponsor's sole discretion, Sponsor reserves the right, but is not obligated, to disqualify the entrant.

**IMPORTANT:** MESSAGE AND DATA RATES MAY APPLY IF AN ENTRANT ENTERS THIS PROMOTION ON HIS/HER MOBILE DEVICE. NOT ALL MOBILE TELEPHONE/WIRELESS PROVIDERS CARRY THE SERVICE NECESSARY TO PARTICIPATE IN THIS PROMOTION. ENTRANTS SHOULD CONSULT THEIR WIRELESS PROVIDER'S PRICING PLANS.

**LIMIT:** Entries will not be judged. There is a limit of one (1) Entry per day during the Promotion Period. If an entrant enters more than one (1) time per day, only the first Entry will be included. For purposes of this Promotion, a day is defined as starting at 12:00 AM ET and ending at 11:59:59 PM ET except on August 12, 2019 when a day will begin at 12:00 PM ET.

4. **RANDOM DRAWING:** On or around each date set forth in the chart in Section 1, the Administrator will randomly select ten (10) potential winners from all eligible entries received for the applicable drawing period. There will be a total of sixty (60) potential winners during the entire Promotion Period. Each winner is considered a potential winner pending verification of his/her eligibility and compliance with these Official Rules. Each potential winner will be required to correctly answer a timed mathematical skill-testing question as further described in Section 6 before being declared a potential winner.
5. **PRIZES, APPROXIMATE RETAIL VALUES ("ARV"), AND ODDS OF WINNING:**
  - A. **Prizes (60):** The prize is a pair of Limited Edition Ghost 12 Shoe (each a "Prize"). No more than sixty (60) Prizes will be available in the Promotion, ten (10) per drawing period. The ARV of each Prize is 170 CAD.
  - B. **Total ARV:** The total ARV of the prize is 10,200 CAD.
  - C. **Odds of Winning:** The odds of winning a prize depend on the number of eligible entries received during the Promotion Period.
  - D. **General Conditions:** There is a limit of one (1) prize per person/household during the entire Promotion Period. In no event will more than the stated number of prizes be awarded. If, for any reason, more prize notifications are sent (or more claims are received) than the number of prizes offered, as set forth in these Official Rules, Sponsor reserves the right to award the intended number of prizes through a random drawing from among all eligible prize claims received. No prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a prize, or component thereof, of equal or greater value in case of unavailability of a prize or a prize component.
6. **HOW TO CLAIM A PRIZE:** Potential winners are subject to verification of eligibility and compliance with these Official Rules. The potential winners will be notified on Instagram by a

Direct Message from @brooksrningca with instructions on how to claim his/her prize, including directions to complete and correctly answer a timed mathematical skill-testing questions without assistance. The skill-testing question must be answered correctly in order to receive a prize. The Promotion Entities shall not be held responsible for any delays in awarding a prize for any reason. If a potential winner is found to be ineligible, is not in compliance with these Official Rules, declines to accept a prize, fails to correctly complete the skill-testing question, or the winner notification is returned as undeliverable or a potential winner fails to respond to a winner notification within the timeframe specified in such winner notification, or if the potential winner does not answer the initial notification, the prize may be forfeited. If a prize is forfeited for any reason, it may be awarded to an alternate potential winner, at the Sponsor's sole and absolute discretion, selected at random from the remaining pool of eligible entries received during the Promotion Period, time permitting. If, after a good-faith attempt, Sponsor is unable to award or deliver a prize, the prize may not be re-awarded. Prizes are not transferable and include only the items specifically listed as part of a prize. Any portion of a prize not accepted by winner will be forfeited. The prizes will only be awarded to a verified winner.

7. **LIMITATION OF LIABILITY:** By participating in this Promotion, entrants agree that the Promotion Entities, Instagram, and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents, Instagram, Inc., ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail/text notifications or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Promotion; (vii) any injury or damage, whether personal or property, to entrants or to any person's computer related to or resulting from participating in the Promotion and/or accepting a prize; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Promotion Entities are not responsible for any unanswered or undeliverable winner notifications.

By entering the Promotion, each entrant agrees: (i) to be bound by these Official Rules, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Promotion; and (iii) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Promotion, including, but not limited to, any Promotion-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Promotion; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen,

misdirected, damaged or destroyed prize (or any element thereof); or (h) the negligence or willful misconduct by entrant.

If, for any reason, the Promotion is not capable of running as planned, Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify or suspend the Promotion and/or proceed with the Promotion, including the selection of a winner in a manner it deems fair and reasonable, including the selection of a winner from among eligible entries received prior to such cancellation, termination, modification or suspension, subject to approval of the Régie des alcools, des courses et des jeux in Quebec. In no event will more prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical, administrative, printing, production, computer or other errors, there are more winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the winner. Notice of such cancellation, termination, or modification of the Promotion shall be posted at <https://sweeps.brooksrunning.com/en-ca/Rules> and <https://sweeps.brooksrunning.com/fr-ca/Rules>.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS PROMOTION, INCLUDING THE PRIZES, 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.

- 8. DISPUTES: THIS PROMOTION 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 THE KING COUNTY, WASHINGTON. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN WASHINGTON. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN KING COUNTY, WASHINGTON. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR PROMOTION ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE PROMOTION PERIOD, 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.

9. **PRIVACY:** Sponsor's privacy policy is available at [https://www.brooksrunning.com/en\\_ca/privacy/privacy-policy.html](https://www.brooksrunning.com/en_ca/privacy/privacy-policy.html) Each entrant expressly consents to the Sponsor and the Administrator storing, sharing and using the personal information submitted with his/her entry for the purpose of administering the Sweepstakes and/or providing and personalizing the above noted communications. Personal information may be transferred and stored for these purposes in jurisdictions outside of Canada, including the United States.
10. **PUBLICITY RIGHTS:** By participating in this Promotion, each entrant agrees to allow the Sponsor and Sponsor's designee the perpetual right to use his/her name, likeness, picture and other information and content provided in connection with the Promotion for promotion, trade, commercial, advertising and publicity purposes in all media worldwide including, but not limited to, on television and the Internet, without notice, review or approval and without additional compensation, except where prohibited by law.
11. **GENERAL:** Any attempted form of participation in this Promotion other than as described herein is void. Sponsor and Administrator reserve the right to disqualify any entrant found or suspected, in their sole and absolute discretion, to be tampering with the operation of the Promotion; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Promotion. Any attempted form of participation in this Promotion other than as in these Official Rules is void. If it is discovered that a person has registered or attempted to register more than once using multiple phone numbers, e-mail addresses, residential addresses, multiple identities, IP addresses, use of proxy servers, or like methods, all of that person's entries will be declared null and void and that person will not be awarded any prize that he/she might have been entitled to receive. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Promotion will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator. Each entrant may be required to show proof of being an authorized account holder. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the prize documents will not affect the validity or enforceability of any other provision. No entrant shall have the right to modify or amend these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Promotion details contained in these Official Rules and Promotion 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 of the Promotion as set forth in these Official Rules shall prevail.

- 12. WINNERS LIST:** For a list of winners, interested individuals should send an email to [BrooksBestFestWinnerList@prizelogic.zendesk.com](mailto:BrooksBestFestWinnerList@prizelogic.zendesk.com). Winner List requests must be received no later than December 6, 2019.

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