

SCHEDULE TO OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

VOID WHERE PROHIBITED.

Win a Trip to the FIFA World Cup™: Final Matches “Sweepstakes”

1. Sponsor: adidas America, Inc.
2. Entry Period Start Date and Time: 12:05AM PDT 15 JULY 2022
3. Entry Period End Date and Time: 11:55PM PDT 15 AUGUST 2022
4. Drawing Date: On or about 19 AUGUST 2022
5. Eligibility:
 - a. Minimum Age: 18, and at least the age of majority in your state of legal residence, whichever is greater*
 - b. Legal Resident of: US (50 States and D.C.)*
 - c. adiClub Members (free to join)
 - d. In possession of passport valid until at least 6 months after the travel dates indicated for the Prize below*
 - e. Eligible for a Hayya card from <https://hayya.qatar2022.qa/> *
 - f. Has a smartphone compatible with the Hayya card mobile application (free to download) with an account for the Google Play or Apple App Store, as applicable*

*Guest of Prize winner must also meet these Eligibility criteria.

6. How to Enter:
 - a. Online
 - i. Either follow the in App prompts, enter the requested information and submit your entry as indicated or follow the link to the sign-up page <https://www.adidas.com/us/events/10104>, or follow the link to the sign-up page <https://www.adidas.com/us/signup/5ec1e033-8fe5-4352-a3a2-98882cdaedb> and enter the requested information and submit your entry as indicated.
 - ii. If you are already an adiClub member, enter your email address associated with your account, your first name and your last name.
 - iii. If you are not already an adiClub member, sign up for a adiClub by entering your first name, last name and email address and agreeing to the adiClub terms and conditions, the adidas terms and conditions and the adidas Privacy Policy (available from the links provided on the sign-up page).

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- iv. The adidas membership program may be considered a financial incentive under California law. Please see the Financial Incentive section in our California Privacy Notice for details
<https://www.adidas.com/us/help/us-company-information/privacy-notice-for-california-residents>.
 - v. If entering via mobile device, normal time rates and data charges, if any, charged by your internet or mobile service provider will apply.
7. Number of Winners: One (1)
8. Grand Prize & Approximate Retail Values:
- a. Trip to the World Cup 2022 in Qatar for winner and a guest consisting of: A pair of tickets to 2 games:
 - i. 3rd place match scheduled for December 17, 2022 at Khalifa International Stadium
 - ii. Final match scheduled for December 18, 2022 at Lusail Stadium
 - b. Roundtrip coach airfare from major US gateway airport, 3 nights hotel accommodations (double occupancy) check-in on December 16, 2022 and check-out on December 19, 2022 at the Pullman Doha West Bay; 1 \$300 uber eats gift card, 1 \$500 VISA gift card. Approximate retail value is \$14,000. All other prize details will be determined by Sponsor in its sole discretion. Read section 6 of the Master Official Rules below for additional details about travel prizes. Winner and guest may be required to have proof of COVID-19 vaccination in order to travel or attend games and are subject to all venue rules. Winner and guest are responsible for obtaining any required COVID-19 tests and the costs of such tests.
 - c. NOTICE: Winner and guest must both obtain a digital Hayya card <https://hayya.qatar2022.qa/>. Hayya Card is operated by the government of the State of Qatar. Sponsor will provide accommodation data needed for Hayya card application. Sponsor is not responsible for the Hayya Card application process, issuance and/or use, which is solely under the control of the government of the State of Qatar. Any costs associated with use of the Hayya card in Qatar (such as from your mobile phone provider for cellular data, international roaming, etc.) are not reimbursed by Sponsor. For any questions relating to the digital Hayya Card please contact info@hayya.qa or call 800.2022 (Qatar) or (+974) 4441.2022 (International). The Hayya card is subject to its own terms of use and privacy policy.
9. Number of Entries permitted per person: One (1).
10. Odds: Odds of winning depend upon number of eligible entries.

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11. Apple, Uber Eats, and VISA are not a participant in or sponsor of this promotion. The Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Instagram or Facebook.
12. Apple, Instagram, Facebook, Uber Eats, YouTube and their respective affiliates, employees, and agents shall each be considered a part of the “Sweepstakes Entities” referenced in Section 10 of the Master Official Rules and a beneficiary of the waiver, disclaimers and releases therein.

Master Official Rules for Sweepstakes

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN A SWEEPSTAKES. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

ODDS OF WINNING A SWEEPSTAKES WILL DEPEND ON THE TOTAL NUMBER OF ENTRIES RECEIVED. SWEEPSTAKES VOID IN QUEBEC AND WHERE PROHIBITED BY LAW. AFFIDAVIT OF ELIGIBILITY / RELEASE OF LIABILITY / PRIZE ACCEPTANCE AGREEMENT MAY BE REQUIRED. ONLINE REGISTRATION AND INTERNET CONNECTION REQUIRED. ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT. BY ENTERING OR OTHERWISE PARTICIPATING IN A SWEEPSTAKES, YOU AGREE TO THE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY. WITHOUT LIMITATION, THIS CONTRACT INCLUDES GRANTS OF RIGHTS AND INDEMNITIES TO THE SWEEPSTAKES ENTITIES FROM YOU, MANDATORY ARBITRATION OF DISPUTES AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. **Overview.** Adidas America, Inc. (“Sponsor”) or one of its affiliated companies (“Affiliates”) hosts various sweepstakes on its website or its mobile application (“App”) version of the website (“Website”). Details for each sweepstakes or giveaway (each a “Sweepstakes”) will be described in a schedule (“Schedule”) created for each individual Sweepstakes and posted to to the Website or App along with links to these rules (“Master Official Rules for Sweepstakes” or “Master Rules”). For each Sweepstakes, the associated Schedule and these Master Rules constitute the official rules (“Official Rules”). By entering, you (or your parent/legal guardian if you are a minor in your jurisdiction of primary residence) unconditionally agree and accept to be bound by the Official Rules. The decisions of Sponsor regarding each Sweepstakes will be final and binding in all respects. Each Sweepstakes provides you with the opportunity to win a prize or prizes (“Prize(s)”) as described in the applicable Schedule. In the event of a conflict between a Schedule and these Master Rules, the Schedule shall control. Sponsor reserves the right to permanently disqualify from any or all Sweepstakes any person it believes has violated the Official Rules.

2. **Eligibility.** To be eligible for a Sweepstakes, you must be a member of the adiClub (an “Creator”). You can become a Creator by registering at the Website. If at any time you remove yourself from the Creators program by electing to no longer receive the Creators emails from adidas.com, you will no longer be eligible for Sweepstakes. Sweepstakes are open only to

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individuals who are legal residents and physically located in one (1) of the fifty (50) United States (including the District of Columbia) and Canada (excluding residents of Quebec), who are at least eighteen (18) years old at the time of entry unless the Schedule expressly indicates that individuals under the age of 18 are eligible. Skill-testing question required for participants from Canada. A Schedule may also further limit eligibility based on residency. Employees, directors and officers of Sponsor, affiliate or partner companies, and each of their respective parents, affiliates, subsidiaries, advertising and promotion agencies, distributors, co-promotion partners and any other Prize suppliers (collectively, "Sweepstakes Entities"), and each of their immediate family members and/or those living in the same household (whether legally related or not) are not eligible to enter into or win any Sweepstakes. For purposes of a Sweepstakes, immediate family members are defined as spouse, domestic partner, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren. Sweepstakes are void in Quebec and where prohibited by law. If applicable, Sponsor reserves the right to conduct background checks on a potential winner and the potential winner's companion(s), if any, as a condition to receipt of a Prize. Potential winners and potential winner's selected companion(s) may first be required to submit to such background check and cooperate with Sponsor in any way that Sponsor requests in order to be eligible to receive a Prize. Sponsor reserves the right, in its sole discretion, to disqualify any potential winner and/or (if applicable) potential winner's companion based on such background check if Sponsor determines, in its sole discretion, that awarding the Prize to such winner might reflect negatively on Sponsor.

3. How to Enter. Once logged in to your Creator Club account, follow the entry instructions in the Schedule and as further prompted on the App or Website, as applicable. Entries that are in excess of the stated limits, incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from any and all Sweepstakes, at Sponsor's sole and absolute discretion. Attempts made by the same individual to submit multiple entries by creating multiple or false Creators accounts, or otherwise, may be disqualified. Entries generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. Entries originating at any website other than the Website are not permitted and may be disqualified. For purposes of a Sweepstakes, an entry is "received" when the Website's servers record the entry information. Proof of creating a Creators account (such as an automated computer receipt confirming entry or "thanks for becoming a Creator" message or delivery confirmation) does not constitute proof of actual receipt of an entry for purposes of a Sweepstakes. The Website's database clock will be the official timekeeper for each Sweepstakes. Entries submitted on behalf of entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. Those who do not follow all of the instructions, provide the required information in their entry form, or abide by these Official Rules or other instructions of Sponsor may be disqualified. Sponsor may run multiple campaigns, contests, sweepstakes or other promotions simultaneously. Entry into one (1) campaign, contest or sweepstakes does not constitute entry into any other. By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by the "Official Rules" and the decisions of Sponsor, including the interpretation of these Official Rules and its exercise of discretion, which will be final and binding in all respects.

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4. Winner Selection and Prize Claiming. The number of winner(s) selected in each Sweepstakes will be set forth in the applicable Schedule. The potential winner(s) will be selected through a random drawing on or about the draw date set forth in the applicable Schedule from all eligible entries received in accordance with the Official Rules. Sponsor will have complete discretion over interpretation of the Official Rules, of administration of the Sweepstakes, and of selection of the winner. Decisions of the Sponsor as to the selection of the winner(s) will be final. The potential winner(s) will be notified using the information provided during entry by either push notification in App for App-based entries, email, mail or telephone (the method selected in Sponsor's sole discretion) in a commercially reasonable time after the drawing, as determined in Sponsor's sole discretion. The Sweepstakes Entities are not responsible for false, incorrect, changed, incomplete or illegible contact information. Notification is deemed to have occurred immediately upon sending of an e-mail, placing a phone call, one (1) day after sending via a delivery service or two (2) days after mailing. A potential Prize winner who provides a P.O. Box may be required to provide an alternative address and this may cause a delay in notification and acceptance so use of a P.O. Box is discouraged. Sponsor reserves the right to modify the notification procedures in connection with the selection of any alternate potential winner, if any. The potential winner(s) and the potential winner's prize companion (in case of travel or experience prizes) will be required to submit an affidavit of eligibility / release of liability / Prize acceptance agreement (collectively, "Affidavit") and return the Affidavit within the time period specified at notification before being eligible to receive his/her Prize. If a potential Prize winner fails or refuses to sign and return such Affidavit within the time period required by Sponsor or if the Prize or Prize notification is returned as rejected, faulty, unclaimed or returned as undeliverable to such potential Prize winner, such potential Prize winner may be disqualified, and an alternate may be selected. Additionally, the potential winner may be required by Sponsor to submit to a background check before being deemed eligible to receive their Prize. Sponsor reserves the right to disqualify any individual whose background check reveals information that is inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate (which may be determined by Sponsor, at its sole and absolute discretion). Non-compliance with the requirements set forth in this Section shall result in disqualification and award of the Prize to an alternate winner. Parents or legal guardians of a winner under the age of majority in their state of residence (which is eighteen (18) in most states but is nineteen (19) in Alabama and Nebraska and twenty-one (21) in Mississippi) may be required to also sign the Affidavit in order for a winner to be qualified to receive their Prize. If the potential winner is found to be ineligible, or if he or she has not complied with the Official Rules, or if the potential winner cannot attend or participate in any portion of the Prize, or declines a Prize for any reason prior to award, such potential winner may be disqualified, and an alternate potential winner may be selected at random. If, for any reason, more bona fide winners come forward seeking to claim Prizes in excess of the number of each type of Prize set forth in the Official Rules, the winners, or remaining winners, as the case may be, of the advertised number of Prizes available may be selected in a random drawing from among all persons making purportedly valid claims for such Prize. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. The Sweepstakes Entities are not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify the potential winner or if potential

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winner is a minor, for late, lost, misdirected, or unsuccessful efforts of potential winner to provide signed parental or guardian consent. Potential winners from Canada will be required, as a condition of winning a prize, to correctly answer, without assistance of any kind, the time-limited, mathematical skill-testing question to be administered by adidas.

5. **Odds.** Odds of winning will depend upon the total number of eligible entries received.

6. **Prize(s) and Values.** The Prize(s) to be awarded in each Sweepstakes will be as identified in the applicable Schedule. Prize(s) are non-transferable, with no cash redemptions, equivalents or substitutions except at Sponsor's sole and absolute discretion. All Prize details not specified in the applicable Schedule will be determined in Sponsor's sole and absolute discretion. Prize details and availability are subject to change and Prize provider's rules and restrictions, and in the event that Sponsor is unable to provide the winner with their Prize(s), the Sponsor may elect to provide winners with the approximate value of such item in cash or award an alternate Prize of comparable or greater value. In the event a Prize winner (and/or his/her companion(s) (if applicable)) engage in behavior that (as determined by Sponsor or any Prize provider in its or their sole and absolute discretion) is obnoxious, inappropriate, or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the trip or other applicable experience early. All Prize(s) are awarded "AS IS" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Prize winner(s) will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the Prize(s) they receive, regardless of whether they, in whole or in part, are used. The approximate retail value ("ARV") of the Prize(s) is based on available information provided to Sponsor and the value of any Prize awarded to a winner may be reported for tax purposes as required by law. The winner(s) may be required to provide Sponsor with a valid social security number or tax identification number before the Prize(s) will be awarded for tax reporting purposes. An IRS Form 1099 may be issued in the name of winner(s), or if a minor in the jurisdiction in which s/he resides, in the name of his/her parent or legal guardian, for the actual value of the Prize(s) received. Unclaimed Prize(s) will be forfeited. Prize(s), if legitimately claimed, will be awarded. Sponsor is not responsible for and will not replace any lost, mutilated or stolen Prize(s). If the winner does not accept or use the entire Prize, the unaccepted or unused part of the Prize will be forfeited, and Sponsor will have no further obligation with respect to that Prize or portion of the Prize. The total ARV of all the Prize(s) awarded in each Sweepstakes will be set forth in the applicable Schedule.

Sponsor may award a "Trip Prize" as part of a Sweepstakes. The details of any Trip Prize will be set forth in the applicable Schedule. Actual retail value of a Trip Prize may vary depending on point of departure, travel dates and fare/rate fluctuations. If the actual value of the Prize is less than the stated ARV, the difference will not be awarded. All travel arrangements must be made through the Sponsor or Sponsor's designee. Certain restrictions and blackout dates may apply. The winner of a Trip Prize must travel as and when designated by Sponsor or that Trip Prize may be forfeited and an alternate randomly selected winner chosen.

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A Trip Prize winner and his/her travel companion must travel together on the same itinerary and possess all required travel documents, including visas and valid passports, if and as applicable. It is the responsibility of a Trip Prize winner and their companion(s) to provide proper documentation (including government issued picture identification). All aspects of the travel portions of a Trip Prize must be conducted on such dates as determined by Sponsor, in its sole and absolute discretion. The dates of departure and return are subject to change at Sponsor's sole and absolute discretion. Airline tickets are non-refundable/non-transferable and are not valid for upgrades and/or frequent flyer miles. All airline tickets are subject to flight variation, work stoppages, and schedule or route changes. Sponsor reserves the right to structure travel route and select hotels in their sole and absolute discretion. A Trip Prize winner will not receive cash or any other form of compensation if actual travel costs are less than the estimate made in the Official Rules. The round-trip air transportation element for any Trip Prize begins and ends at the point of departure. A Trip Prize is subject to seat and hotel availability, as well as Sponsor's terms and conditions generally applicable thereto. If in the judgment of Sponsor air travel is not required due to winner's proximity to a Trip Prize location, ground transportation will be substituted for roundtrip air travel at Sponsor's sole and absolute discretion. The difference in value will not be awarded to any Trip Prize winner. Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, Prize providers or any other persons providing any Trip Prize-related services or accommodations. Sponsor is not liable for any missed Prize events, opportunities or expenses incurred because of flight cancellation/delay or ground transportation delay. No refund or compensation will be made in the event of the cancellation or delay of any transportation or other Prize element except at the sole and absolute discretion of Sponsor. Additional Prize award details and travel information to be provided to a Trip Prize winner at the time of such Trip Prize notification. Trip Prize winner and companion(s) are also responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. A Trip Prize winner may be required to provide a credit card at the time of hotel check-in. Companion(s) of a Trip Prize winner must be at least the age of majority in their state of residence (which is eighteen (18) in most states but is nineteen (19) in Alabama and Nebraska and twenty-one (21) in Mississippi) as of the date of departure. Travel companion must execute liability/publicity releases prior to issuance of travel documents. Once a travel companion is selected, he/she may not be substituted, except in Sponsor's sole and absolute discretion. Travel is subject to the terms and conditions set forth in this Sweepstakes, and those set forth by Sponsor's transportation carrier(s) of choice. Lost, stolen or damaged airline tickets, travel vouchers or certificates will not be replaced or exchanged. All expenses not specifically mentioned herein, are not included as part of any Trip Prize package, and are solely the Trip Prize winner's responsibility, including, but not limited to: hotel taxes, additional ground transportation at the Trip Prize winner's destination(s), travel insurance, room service, bag check fees, parking fees, laundry service, food, alcoholic beverages, merchandise, souvenirs, telephone calls, tips, gratuities and service charges. Transportation carrier and hotel regulations and conditions apply. Travel and lodging are subject to availability, and any changes made to either of these will be at the expense of the Trip Prize winner. If, for whatever reason, the event associated with the Prize is cancelled after the Prize is awarded, Sponsor's liability for the Prize is

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limited only to the non-event portions of the Prize. No compensation will be paid in lieu of the cancelled event. The winner is strictly prohibited from selling, auctioning, trading or otherwise transferring the tickets unless Sponsor consents in writing.

7. Publicity Release. Subject to applicable law, the winner(s) irrevocably grants the Sweepstakes Entities and each of their licensees, and its and their successors, assigns and sub-licensees the right and permission to use their name, voice, likeness and/or biographical material for advertising, promotional and/or publicity purposes in connection with the Sweepstakes, in all forms of media and by all manners (now and hereafter known), and on and in connection with related products, services, advertising and promotional materials (now known or hereafter developed), worldwide, in perpetuity, without any obligation, notice or consideration except for the awarding of the Prize to the winner. Entrants agree not to issue any publicity concerning the Sweepstakes Entities.

8. Tampering with Sweepstakes. The Sweepstakes Entities are not responsible for the actions of entrants in connection with any Sweepstakes, including entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of a Sweepstakes. Persons found tampering with or abusing any aspect of a Sweepstakes, or whom Sponsor believes to be causing malfunction, error, disruption or damage may be disqualified. Additionally, any attempt to cheat a Sweepstakes, as determined at the sole and absolute discretion of Sponsor, may result in immediate disqualification of the entrant, as well as other possible consequences, including disqualification from any and all existing and future sweepstakes. ANY ATTEMPT BY A PERSON TO DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK ALL LEGAL AND EQUITABLE REMEDIES FROM AND AGAINST ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right, at its sole and absolute discretion, to disqualify (or terminate the Prize of) any individual who is found to be, or suspected of, acting in violation of these Official Rules, or to be acting in an unsportsmanlike, obscene, immoral or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person. Sponsor further reserves the right to: (i) terminate or declare any Sweepstakes null and void and rescind any Prize, if in its sole judgment, the rules or the integrity of the Sweepstakes have been violated or compromised in any way, intentionally or unintentionally by any person whether or not a participant in the Sweepstakes.

9. Suspension / Modification / Termination. In the event Sponsor is prevented from continuing with the Sweepstakes by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Sweepstakes by any party, or any federal state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence) Sponsor shall have the right to modify, suspend or terminate any Sweepstakes or Prize. Sponsor additionally reserves the right, in its sole and absolute discretion:

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(1) to modify, suspend or terminate any Sweepstakes should causes beyond Sponsor's control corrupt or interfere with the administration, integrity, operation, security or proper play of that Sweepstakes; or (2) to disqualify any entrant found to be or suspected of: (a) tampering with the entry process or the operation of a Sweepstakes; (b) acting in violation of the Official Rules; or (c) acting in an un-sportsmanlike manner.

10. Waivers, Disclaimers and Releases. By participating in a Sweepstakes, entrants agree to release, discharge and hold harmless the Sweepstakes Entities from and against any and all claims, liability, costs, losses, damages or injuries of any kind arising out of or related to entrants' participation in a Sweepstakes and/or related to any Prize (including, without limitation, losses, damages or injuries to entrant's or any other person's equipment or other property, or to their persons, related to participation in a Sweepstakes; or arising out of any violation of rights of publicity or privacy, or claims of defamation or portrayal in a false light; or based on any claim of infringement of intellectual property; or from any typographical, human or other error in the printing, offering, selection, operation or announcement of any Sweepstakes activity and/or Prize). Without limiting the generality of the foregoing, entrants agree that Sweepstakes Entities: (A) have neither made nor will be in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, in connection with any Sweepstakes and/or with respect to Prizes, including, without limitation, to any Prize's quality or fitness for a particular purpose; (B) maintain no control over the personnel, equipment or operation of any air, water or surface carrier, ship line, bus or limousine company, transportation company, hotel, manufacturer or other person or entity furnishing services, products or accommodations ("Suppliers") as a part of the Prizes provided in connection with any Sweepstakes; and (C) will not be responsible or liable for any injury, damage, loss, expense, accident, delay, inconvenience or other irregularity that may be caused or contributed to: (1) by the wrongful, negligent or unauthorized act or omission on the part of the Suppliers or any of their agents, servants, employees or independent contractors, (2) by any defect in or failure of any vehicle, equipment, instrumentality, service or product that is owned, operated, furnished or otherwise used by any of those Suppliers, (3) by the wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the Sweepstakes Entities, and (4) by any cause, condition or event whatsoever beyond the control of the Sweepstakes Entities. Entrants agree that the Sweepstakes Entities shall have no responsibility or liability for discontinued Prizes; human error; incorrect or inaccurate transcription of registration and/or account information; any technical malfunctions of the telephone network, computer online system, computer dating mechanism, computer equipment, software, or Internet service provider utilized by Sponsor; interruption or inability to access the Website, or Sponsor or affiliated entities' respective websites, or any online service via the Internet due to hardware or software compatibility problems; any damage to entrant's (or any third person's) computer and/or its contents related to or resulting from any part of a Sweepstakes; any lost/delayed data transmissions, omissions, interruptions, viruses, bugs, defects; and/or any other errors or malfunctions, even if caused by the negligence of the Sweepstakes Entities. Each entrant further agrees to indemnify and hold harmless Sweepstakes Entities from and against any and all liability resulting or arising from any Sweepstakes and to release all rights to bring any claim, action or proceeding against Sweepstakes Entities and hereby acknowledge that

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Sweepstakes Entities have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to a Prize, including express warranties provided exclusively by a Supplier that may be sent along with a Prize. Sponsor is not responsible for the actions of entrants in connection with any Sweepstakes, including entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of a Sweepstakes. Entrants further understand and agree that all rights under Section 1542 of the Civil Code of California ("Section 1542") and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release are hereby expressly and forever waived. Entrants acknowledge that Section 1542 provides that:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS/HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS/HER SETTLEMENT WITH THE DEBTOR."

The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

11. Entry Information and Sweepstakes Communications. As a condition of entering the Sweepstakes, each entrant gives consent for Sponsor to obtain and deliver his/her name, address and other information to third parties for the purpose of administering each Sweepstakes and to comply with applicable laws, regulations and rules. Any information entrants provide to Sponsor may be used to communicate with entrant in relation to any Sweepstakes or on a winner's list. In the event of a dispute over the identity of an online entrant, entry may be deemed submitted by the registered account holder of the e-mail address associated with the entry for the domain associated with the submitted address provided that person is eligible. Winner may be required to show proof of being the registered account holder. Registered account holder is defined as the person assigned to an e-mail address by an Internet access provider, on-line service provider or other organization responsible for assigning e-mail addresses. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry may be deemed ineligible. The Sweepstakes Entities are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's e-mail account to receive e-mail messages.

12. Governing Law / Limitation of Liability. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Sweepstakes Entities in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of Oregon, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws.

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BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (2) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (3) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

13. Dispute Resolution and No Class Relief. Except with respect to the protection and enforcement of the intellectual property rights of the Sweepstakes Entities and their rights to seek and/or obtain injunctive or equitable relief, any claim, cause of action or proceeding arising out of or relating to the Official Rules or any Sweepstakes shall be resolved by mandatory, binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") as supplemented by AAA's Supplementary Procedures for Consumer-Related Disputes. The arbitration shall be conducted in Los Angeles, California, and the Federal Arbitration Act, and not any state law concerning arbitration, shall apply. The arbitration award shall be final and exclusive, and the prevailing party in the arbitration may file an action in court to confirm and to enforce the arbitration award. Any such action, or any claim, cause of action or proceeding not subject to arbitration as set forth in this Section shall be filed and adjudicated in a state or federal court in Los Angeles County, California, and all parties agree to submit to the personal jurisdiction of those courts. Entrants irrevocably waive any rights to seek and/or obtain injunctive or other equitable relief and any defense of forum non conveniens. Should either party pursue any other judicial or administrative action with respect to any matter included within the scope of this binding arbitration provision, the responding party will be entitled to recover its costs, expenses and attorneys' fees incurred as a result of such action. Further, any and all disputes, claims and causes of action arising out of or connected with a Sweepstakes, or any Prize awarded, will be resolved individually, without resort to any form of class action.

14. Name of Sweepstakes Winner/Official Rules Requests. To receive the name of the winner, send a stamped self-addressed envelope to: "Sweepstakes Winners List", adidas America, Inc. 5055 N. Greeley Ave. Portland, Or 97217 (Attn: adiClub Director). Please indicate which Sweepstakes winners list you are requesting by indicating the name of the Sweepstakes in your request. For a copy of the Official Rules, send a legal-size, self-addressed, stamped envelope to: "Sweepstakes Official Rules", adidas America, Inc. 5055 N. Greeley Ave., Portland, OR 97217 (Attn: adiClub Director) prior to the end of the Entry Period. Please indicate which Sweepstakes Official Rules you are requesting by indicating the name of the Sweepstakes in your request. Vermont residents may omit return postage with Official Rules requests.

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15. **Miscellaneous.** The invalidity or unenforceability of any provision of the Official Rules or the Affidavit will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Affidavit is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of the Official Rules will not constitute a waiver of that provision. When terms such as "may" are used in the Official Rules, Sponsor has sole and absolute discretion. Entrants agree to waive any rights to claim ambiguity of the Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related

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materials, privacy policy or terms of use on the Website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

16. **Sponsor.** The Sweepstakes are sponsored by adidas America, Inc. unless an adidas Affiliate is identified as the Sponsor on a Schedule. Reference to third parties in connection with Prizes and/or third party websites or services are for reference and identification purposes only and not intended to suggest endorsement, sponsorship or affiliation with Sponsor or the Sweepstakes.