

**MW SS23 adiClub Pro Pass Sweepstakes (the “Sweepstakes”)
Terms and Conditions (“Terms”)**

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

Please read these Terms. By participating in the Sweepstakes, you agree to be bound by these Terms and the decisions of Sponsor. These Terms provide for indemnification of Sponsor and others by you and a limitation of your rights and remedies and require you to submit claims exclusively to individual (non-class action) binding arbitration.

1. Entry Period Start Date and Time: 14 April 2023 at 04:00 AM (ET)
2. Entry Period End Date and Time: 4 May 2023 at 05:59 PM (ET)
3. Drawing Date: On or about 14 May 2023
4. Eligibility:
 - a. Legal Residents of: US (50 States and D.C.) and Canada.
 - b. adiClub Members (free to join)
 - c. Minimum Age: 18
 - d. 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. Immediate family members are spouses, domestic partners, parents, stepparents, legal guardians, in-laws, siblings, stepsiblings, children and stepchildren.
 - e. As of the Entry Period Start Date winner and guest must have a passport valid for travel to Germany.
5. One (1) Entry permitted per person.
6. To Enter Choose 1 Option:
 - a. In the adidas App
 - i. From the On the Radar section of the App, find the Sweepstakes announcement;
 - ii. if you are not already an adiClub member, sign up for 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), or if you are already an adiClub member, enter your email address associated with your account, and your first and last name;
 - iii. acknowledge your agreement with these Terms and Conditions and the Privacy Policy;
 - iv. and submit your entry as indicated, which will constitute one (1) Entry.
 - b. On adidas.com
 - i. Navigate to the Sweepstakes entry ENTER URL; <https://www.adidas.com/us/signup/3f14d62b-aff0-4dd6-b950-52ada109f84a>
 - ii. if you are not already an adiClub member, sign up for 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), or if you are already an adiClub member, and login to your account;
 - iii. acknowledge your agreement with these Terms and Conditions and the Privacy Policy;

- iv. and submit your entry as indicated, which will constitute one (1) Entry.
- c. Via Social Media
 - i. Follow the Instagram or Facebook ad to the Entry form;
 - ii. if you are not already an adiClub member, sign up for adiClub by entering your first name, last name and email address and agreeing to the adiClub terms and conditions and the adidas Privacy Policy (available from the links provided on the sign-up page), or if you are already an adiClub member, login to your account;
 - iii. acknowledge your agreement with these Terms and Conditions and the Privacy Policy;
 - iv. and submit your entry as indicated, which will constitute one (1) Entry.
 - v. For any Entry made via this method, the recipient of information provided by the participant on the entry form is Sponsor. This Sweepstakes is not sponsored, supported or organized by Facebook or Instagram.
- d. Via Link found in-Store
 - i. Scan the QR code found on in-store signage; enter your first name, last name and email address and agreeing to the adiClub terms and conditions and the adidas Privacy Policy (available from the links provided on the sign-up page);
 - ii. acknowledge your agreement with these Terms and Conditions and the Privacy Policy;
 - iii. and submit your entry as indicated, which will constitute one (1) Entry.
- e. Normal time rates and data charges, if any, charged by your internet or mobile service provider will apply.
- f. Entry must be received during the Entry Period above.
- 7. Normal time rates and data charges, if any, charged by your internet or mobile service provider will apply.
- 8. Information collected or submitted in connection with the Sweepstakes will be subject to adidas Privacy Policy (US: <https://www.adidas.com/us/help/us-company-information/what-is-the-privacy-policy> and Canada <https://www.adidas.ca/en/help/ca-company-information/privacy-policy>). Any data collection in connection with the Sweepstakes will be subject to the Privacy Policy and in compliance with applicable data privacy laws. CALIFORNIA ENTRANTS: This Sweepstakes may be considered a financial incentive under California law. For more information, including information about personal information collected and how to withdraw, please see the [Financial Incentives](https://www.adidas.com/us/help/us-company-information/privacy-notice-for-california-residents) section of our California Privacy Notice (<https://www.adidas.com/us/help/us-company-information/privacy-notice-for-california-residents>).
- 9. Number of Winners: 1.
- 10. Prize(s) & Approximate Retail Values (“ARV”): There will be 1 adiClub Pro Pass winner with a value of €4.086 “Prize”.

The adiClub Pro Pass Prize will consist of a trip for two people, including two tickets to travel to Herzogenaurach, Germany on August 1st 2023 for 2 nights to attend a one-of-a-kind experience at the adidas HQ (including a creative session with our designers at the MakerLab, a campus tour to explore our past, present and future, access to our on-campus gym, and a goodie bag), return travel from Herzogenaurach, Germany, transport between the airport, the hotel and the event, 2 nights’ accommodation, and breakfast, lunch and dinner for 2 days as determined by Sponsor in its sole discretion. If the winner is under 18 years of age, he/she must be accompanied by an adult and use the second ticket for this purpose. The winner will be responsible for all other expenses, including but not limited to obtaining travel documents (such as visas and insurances), that are associated with the

acceptance of the Prize. These expenses will not be reimbursed by the Sponsor.

11. Odds of winning depend upon number of eligible entries.
12. Sponsor: adidas International Marketing B.V.
13. Apple is not a participant in or sponsor of this promotion. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Instagram or Facebook.

Additional Terms:

- A. Entry Limitations and Conditions.** 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 these Terms and Conditions (“Terms”) 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 adiClub accounts, email 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 App(s) or Website(s) indicated in the Entry instructions are not permitted and may be disqualified. An entry is “received” when the adidas servers record the entry information. Proof of creating an adiClub account (such as an automated computer receipt confirming entry or “thanks for becoming a Member” message or delivery confirmation) does not constitute proof of actual receipt of an entry. 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 Terms or other instructions of Sponsor may be disqualified. Sponsor may run multiple campaigns, contests, sweepstakes or other promotions simultaneously.
- B. Winner Selection and Prize Claiming.** The potential winner(s) will be selected through a random drawing on or about the drawing date set forth above from all eligible entries received in accordance with the Terms. Sponsor will have complete discretion over interpretation of the Terms, 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. Sponsor, 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, 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. The potential winner(s) will be required to submit an affidavit or declaration of eligibility / release of liability / Prize acceptance agreement (collectively, “Declaration”) and return the Declaration within the time period specified at notification before being eligible to receive his/her Prize. Any companion included in a Prize may be required to submit a liability / publicity release. Failure or refusal to sign and return such Declaration (or companion release) within the time period required by Sponsor may result in disqualification. 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. Parents or legal guardians of a winner under the age of majority in their state or province of residence may also be required to sign the Declaration. If the potential winner is found to be ineligible, is disqualified, or has not complied with the Terms, or cannot attend or participate in any portion of the Prize or declines a Prize for any reason prior to award 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 Terms, 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 for potential winner to return signed parental or guardian consent, Declarations or any other documents required by Sponsor under these Terms. 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.

- C. Additional Prize and Value Details; Taxes.** 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(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 Terms will be determined in Sponsor's sole and absolute discretion. In the event that Sponsor is unable to provide the winner with their Prize(s), Sponsor may provide winner(s) with the approximate value of such item in cash or an alternate Prize of comparable or greater value. 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 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. 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 winner(s) may be required to provide Sponsor with an IRS Form W-9 (or other similar form in your country of residence) for tax reporting purposes. An IRS Form 1099 (or other similar form in your country of residence) for may be issued in the name of winner(s), (or in the name of the parent or legal guardian of a minor winner) for the actual value of the Prize(s) received. Unclaimed Prize(s) will be forfeited.

If, for whatever reason, any event associated with a Prize is cancelled after a Prize is awarded, Sponsor's liability for the Prize is limited only to the non-event portions of the Prize. No compensation will be paid in lieu of a cancelled or postponed event.

Sponsor may award a "Travel Prize" as part of a Sweepstakes. Actual retail value of a Travel Prize may vary depending on point of departure, travel dates and fare/rate fluctuations. If the actual value of the Travel Prize is less than the stated ARV, the difference will not be awarded. If a companion is included in a Travel Prize, winner and the companion must travel on the same itinerary and each must possess all required travel documents, including visas and valid passports, if and as applicable. It is the responsibility of a Travel Prize winner and their companion(s) to provide proper documentation (including government issued picture identification). Sponsor is not liable if winner or their companion

are not permitted entry into the destination country. Once a travel companion is selected, he/she may not be substituted, except in Sponsor's sole and absolute discretion.

All travel arrangements must be made through the Sponsor or Sponsor's designee. Certain restrictions and blackout dates may apply. The winner of a Travel Prize must travel as and when designated by Sponsor or the Prize may be forfeited, and an alternate winner selected at random. Airline tickets are non-refundable/non-transferable and are not valid for upgrades and/or frequent flyer miles. Sponsor reserves the right to structure travel route and select hotels in their sole and absolute discretion. Transportation carrier and hotel regulations and conditions apply. A Travel Prize winner may be required to provide a credit card at the time of hotel check-in. The round-trip air transportation element for any Travel Prize begins and ends at the point of departure. If in the judgment of Sponsor air travel is not required due to winner's proximity to a Travel Prize destination, ground transportation will be substituted for roundtrip air travel at Sponsor's sole and absolute discretion and the difference in value will not be awarded. 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 Prize-related services or accommodations. Sponsor is not liable for any missed Prize events, opportunities or expenses incurred because of flight or other transportation cancellation/delays. 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.

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: transportation to point of departure, additional ground transportation at the 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.

The winner is strictly prohibited from selling, auctioning, trading or otherwise transferring any event tickets awarded as part of a Prize unless Sponsor consents in writing. 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.

- D. 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, general location 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.
- E. Entry Information; Sweepstakes Communications; Account Holders.** 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.

- F. 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 Terms 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 who 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 App 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.
- G. 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: (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 (or terminate the Prize of) any individual found to be or suspected of: (a) tampering with the entry process or the operation of a Sweepstakes; (b) acting in violation of the Terms; or (c) acting in an un-sportsmanlike, obscene, immoral or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person. If a dispute arises regarding compliance with these Terms, Sponsor may consider, in its sole discretion, data reasonably available to Sponsor through information technology systems in Sponsor's control, but Sponsor will not be obligated to consider any data or other information collected from any other source.
- H. WAIVERS, DISCLAIMERS AND RELEASES.** By participating in a Sweepstakes, entrants agree to release, discharge and hold harmless 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 Prize suppliers (the "Released Parties") 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 the Released Parties: (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 Released Parties, and (4) by any cause, condition or event whatsoever beyond the control of the Released Parties.

Entrants agree that the Released Parties 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 App used for entries, 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 Released Parties.

Each entrant further agrees to indemnify and hold harmless the Released Parties 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 the Released Parties and hereby acknowledge that the Released Parties 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.

- I. Governing Law / Dispute Resolution & Arbitration / Limitation of Liability.** All claims relating to issues and questions concerning the construction, validity, interpretation and enforceability of these Terms or the rights and obligations of entrants, Sponsor or the Released Parties 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. A printed version of these Terms will be admissible in judicial and administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. For the purposes of any disputes hereunder and subject to the agreement to arbitrate below, you consent to the exclusive jurisdiction of the state and federal courts located in Multnomah County, Oregon.

PUERTO RICO RESIDENTS: These Terms are governed by and construed in all respects in accordance with the laws of Puerto Rico. Any and all disputes arising out of or in connection with the Terms shall in the first instance be submitted to and settled by the competent courts of Puerto Rico. To the fullest extent allowed by applicable laws, Sponsor, and any other persons or entities involved in the Sweepstakes are not responsible or liable for any loss, damages or injury caused by participating in the Sweepstakes.

QUEBEC RESIDENTS: 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 board only for the purpose of helping the parties reach a settlement.

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 LIMITATION OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

Except with respect to the protection and enforcement of the intellectual property rights of the Sponsor and its parent, subsidiaries and affiliates and their rights to seek and/or obtain injunctive or equitable relief (“Non-Sweepstakes Dispute”), any claim, cause of action or proceeding arising out of

or relating to these Terms or any Sweepstakes (“Sweepstakes Dispute”) will be resolved by arbitration. Neither you nor Sponsor will be able to sue in court in connection with a Sweepstakes Dispute. All Sweepstakes Disputes must be resolved through individual (non-class) arbitration. You indicate your acceptance to these Terms, including this agreement to arbitrate, by entering or continuing to participate in a Sweepstakes, or making a claim relating to a Sweepstakes after having the opportunity to review these Terms.

You and Sponsor intend for this to be an agreement for arbitration that can be enforced under the Federal Arbitration Act (FAA), 9 U.S.C.A. §§ 1–16. You and Sponsor waive any rights to maintain other available resolution processes for Sweepstakes Disputes, such as a court action or administrative proceeding, to settle disputes. You and Sponsor waive any right to a jury trial for Sweepstakes Disputes.

Instead of suing in court, we each agree to settle Sweepstakes Disputes only by arbitration. The rules in arbitration are different. There is no judge or jury, and review is limited, but an arbitrator can award the same damages and relief and must honor the same limitations stated in the agreement as a court would. Any Sweepstakes Dispute shall be determined by arbitration in Oregon before one arbitrator(s).

The arbitration shall be administered by JAMS pursuant to JAMS’ Streamlined Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-streamlined-arbitration/> as of the time of publication of these Terms. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. If for any reason, JAMS cannot or will not provide this arbitration, the parties may ask any court of competent jurisdiction to select an arbitrator from a list provided by the parties. To the extent a party commences any action with includes both Sweepstakes Disputes and Non-Sweepstakes Disputes, consideration of the Non- Sweepstakes Disputes shall be stayed until the Sweepstakes Disputes are fully arbitrated. Then, any Non-Sweepstakes Disputes will be considered by any court of competent jurisdiction. You agree that you will not file a class action against Sponsor and its affiliated companies or participate in a class action against Sponsor and its affiliated companies, in any Sweepstakes Dispute.

You agree that you will not file or seek a class arbitration or participate in a class arbitration against Sponsor and its affiliated companies, in any Sweepstakes Dispute.

The arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. This arbitration agreement does not preclude you from seeking action by federal, state, or local government agencies. You and adidas also have the right to bring qualifying claims in small claims court. If you demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, adidas will pay as much of the administrative costs and arbitrator’s fees required for the arbitration as the arbitrator deems necessary to prevent the cost of the arbitration from being prohibitive. In the final award, the arbitrator may apportion the costs of arbitration and the compensation of the arbitrator among the parties in such amounts as the arbitrator deems appropriate.

THIS SECTION LIMITS CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM, THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN APPLICABLE ARBITRATION

RULES, AND THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF. OTHER RIGHTS THAT YOU OR ADIDAS WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

If any provision of this Section is found to be invalid or unenforceable, then that specific provision shall be of no force and effect and shall be severed, but the remainder of this Section will continue in full force and effect. This Section of these Terms will survive the termination of your relationship with adidas.

- J. Name of Sweepstakes Winner/Terms 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 Terms, send a legal-size, self-addressed, stamped envelope to: "Sweepstakes Terms", 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 Terms you are requesting by indicating the name of the Sweepstakes in your request. Vermont residents may omit return postage with Terms requests.
- K. Miscellaneous.** The invalidity or unenforceability of any provision of the Terms or the Declaration will not affect the validity or enforceability of any other provision. In the event that any provision of the Terms or the Declaration 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 Terms will not constitute a waiver of that provision. When terms such as "may" are used in the Terms, Sponsor has sole and absolute discretion. Entrants agree to waive any rights to claim ambiguity of the Terms. 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. It is the express wish of the parties that these Terms be written in the English language. Les parties désirent que la présente entente soient rédigées en anglais. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, privacy policy or terms of use on the App or Website and/or the terms and conditions of the Terms, the Terms shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.