

adidas Originals 2019 Nite Goods Sweepstakes

The Official Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. OPEN ONLY TO ELIGIBLE LEGAL RESIDENTS OF THE UNITED STATES, 21 YEARS OF AGE OR OLDER. VOID WHERE PROHIBITED OR NOT COMPLIANT WITH JURISDICTION.

BY ENTERING THIS SWEEPSTAKES, YOU AGREE TO BE BOUND BY THESE OFFICIAL RULES, WHICH COMPRISE A CONTRACT BETWEEN YOU AND ADIDAS. THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED, OR ADMINISTERED BY INSTAGRAM.

1. **SWEEPSTAKES DESCRIPTION.** This adidas NITE GOODS 2019 (the "Sweepstakes") is sponsored by adidas International (the "Sponsor"). The Sweepstakes begins at 12:00:00 a.m. Pacific Time ("PT") on April 1, 2019, and ends at 11:59:59 p.m. Pacific Time ("PT") on April 7, 2019 (the "Submission Period"). By entering this Sweepstakes, you agree to be bound by these Official Rules and the decisions of Sponsor respecting the Sweepstakes.
2. **ELIGIBILITY.** To be eligible to enter this Sweepstakes, you must be a legal resident of the U.S., be at least 21 years old, and have Internet access, all as of April 1, 2019. Any person who is an employee, contractor, officer, director, agent, or other representative of Sponsor, or of any of its affiliates or agencies (including any advertising, fulfillment, or promotion agency involved in the development and/or administration of the Sweepstakes) (collectively, the "Promotion Parties"), and members of such person's immediate family and persons living in the same household with such person, are not eligible to participate in this Sweepstakes.
3. **HOW TO ENTER.** To enter this Sweepstakes you must follow (i) @adidasNYC and @adidasoriginals Instagram handles and (ii) register on the sign-up page https://signup.adidas.com/en_US/5db2195f-a9e7-42f1-9863-fd8e9e081f94 online; OR – MAIL-IN ENTRY to adidas Originals with your name and email address to 5055 N Greeley Ave., Portland, OR 97217, post marked during Submission Period. Please note that Sponsor reserves the right to use any and all submissions to promote its campaign, including through online and social media channels. Limit one (1) entry per person. Your name, user name and any other included information shall collectively constitute a "Submission".
4. **ADDITIONAL TERMS REGARDING SUBMISSIONS.**
 - A. **Prohibited Content.** Your Submission must not: (i) be sexually explicit or suggestive, unnecessarily violent or derogatory, promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), or promote any particular political agenda or message; (ii) be obscene or offensive (in Sponsor's sole discretion), or endorse any form of hate or hate group; (iii) communicate slanderous, libelous, or otherwise negative messages or images regarding any third party; (iv) violate any law, rule or regulation; (v) contain any virus, bugs, or other deleterious material; or (vi) contain any profanity or nudity. You represent and warrant that your Submission does not violate any of the foregoing prohibitions, and that your participation in this Sweepstakes does not violate any agreements to which you are a party. Any Submission violating any of these prohibitions will be subject to disqualification. Sponsor may disqualify any Submission which it deems, in its sole discretion, to be inappropriate for publication.

B. Removed Submissions; Other. Please note that you will not be eligible to win a prize in this Sweepstakes if your Submission is removed for any reason during the Submission Period. Any such removed Submission cannot thereafter be resubmitted and will not be considered in this Sweepstakes. Submissions that do not meet the requirements of these terms may be disqualified in Sponsor's sole discretion. It is your sole responsibility to advise Sponsor of any change in your contact information.

5. SELECTION OF WINNERS. Five winners will be selected at random from the list of entries. Upon selection, the entry will be checked to determine they meet the Sweepstakes guidelines; in the event that they do not, the user will be disqualified and another Submission will be selected at random.

6. PRIZES; ODDS OF WINNING. Five (5) grand prizes: a limited edition collectively NITE BEAR (this is not a toy), a "Go to Bed Sneakerhead" Storybook, and one pair of Nite Jogger Shoes (sizes may be limited) Approximate retail value (ARV): \$510. All federal, state and local taxes associated with the prize will be the responsibility of the winner. The prize is nontransferable, and substitutions may be made only in Sponsor's sole discretion. The odds of winning one of the prizes will depend on the number of eligible entries received during the Submission Period.

7. NOTIFICATION. Winner will be notified on or about April 8, 2019, via email message, and such winner will be asked to respond via email message. The selected winner may be required to complete, execute and return an Affidavit of Eligibility, a Liability Release and, where legal, a Publicity Release (collectively, "Claim Documents") within five (5) business days of receipt of the Claim Documents. If completed and executed Claim Documents are not returned timely or are returned as nondeliverable, or the Claim Documents are not truthful and accurate in all respects, or the winner is found to be ineligible or otherwise not in compliance with these Official Rules, he or she may be disqualified in Sponsor's sole discretion.

8. OTHER TERMS. Sponsor's decision is final in all matters pertaining to this Sweepstakes, including matters occurring because of unintended printer, mechanical, human or other errors. This Sweepstakes is void outside of the United States and where prohibited by law. You release Sponsor from all costs, claims, damages or injury, whether due to negligence or otherwise, to person(s) or property (including death) due in any manner to participation in this Sweepstakes or use of any prize. Entrants may not use any device or artifice to register multiple times or as multiple registrants.

9. LIMITATIONS OF LIABILITY. The Promotion Parties shall not be responsible for any typographical, clerical or other errors in any Sweepstakes-related materials. Sponsor is not required to distribute more prizes than as stated in these Official Rules. If the Sweepstakes is compromised by circumstances that otherwise interfere with or corrupt the intended operation, security or fairness of the Sweepstakes, Sponsor reserves the right, in its sole discretion, to discontinue, suspend or terminate the Sweepstakes and to proceed to distribute the prizes in a manner it determines to be fair and reasonable.

10. RELEASE. By entering this Sweepstakes, you agree that (i) the Promotion Parties and their respective officers, directors, employees and agents shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Sweepstakes, or from entrant's acceptance, receipt, possession and/or use or misuse of a prize (including any travel or activity related thereto); (ii) under no circumstances will you be permitted to

obtain awards for, and entrant hereby waives all rights to claim, incidental, consequential or any other indirect damages, other than for actual out-of-pocket expenses; and (iii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs.

11. **DISPUTES.** Any dispute arising from this Sweepstakes or these Official Rules shall be governed by and construed in accordance with the laws of the State of Oregon without giving effect or regard to any principles or doctrines of conflicts of law. Except where prohibited by law, any action arising out of or relating to this Sweepstakes or these Official Rules shall be resolved individually and exclusively by final and binding arbitration administered by the American Arbitration Association ("AAA") and conducted before a sole arbitrator, all pursuant to the AAA Commercial Arbitration Rules as supplemented by AAA's Supplementary Procedures for Consumer-Related Disputes (collectively, the "AAA Rules"), which includes payment by Sponsor of many of the fees associated with such arbitration, whether initiated by Sponsor or you. The arbitration shall be held at a location in the state in which you live. There shall be no authority for any claims to be arbitrated (or otherwise disputed) on a class or representative basis; arbitration can decide only Sponsor's or your individual claims, and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. **ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED IN CONNECTION WITH THE SWEEPSTAKES, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY RIGHT TO A TRIAL BY JURY IS HEREBY WAIVED.** Notwithstanding anything to the contrary in these Official Rules, if the amount in dispute arising out of or relating to this Sweepstakes or these Official Rules is less than the jurisdictional maximum of a small claims court applicable in the state in which you live, you may bring an action in such small claims court for such dispute, which will be in lieu of arbitration or an action in any other court.

12. **NOT SPONSORED BY INSTAGRAM.** This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Instagram. By entering this Sweepstakes, each entrant hereby agrees to a complete release of Instagram from any and all liability in connection with this Sweepstakes. Notwithstanding the foregoing, you acknowledge that your engagement with Instagram in connection with entering this Sweepstakes shall be subject to all terms and conditions of Instagram. Sponsor is not responsible for the practices of Instagram, and we encourage you to read Instagram's posted terms of use and privacy policy.

13. **DISCLOSURE OF WINNERS.** To learn the name of the winner of this Sweepstakes, mail a self-addressed stamped envelope to: adidas Originals 5055 N. Greeley Ave. Attn: Originals Comms Team, for receipt by December 31, 2019.

14. **SPONSOR.** Adidas America, Inc. 5055 N. Greeley Ave. Portland OR 97217, subject to adidas privacy policy <https://www.adidas.com/us/what-is-the-privacy-policy.html>.