

“Under Armour / Bass Pro Shop Run The Rock Contest” Official Rules

ELIGIBILITY: THE UNDER ARMOUR / BASS PRO SHOP RUN THE ROCK CONTEST (THE “CONTEST”) IS OPEN TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE 16 YEARS OF AGE AND OLDER. EMPLOYEES OF UNDER ARMOUR, INC., BPS DIRECT, LLC, ADMINISTRATOR, PROMOTIONAL PARTICIPANT (AS THOSE ARE DEFINED BELOW), AND EACH OF THEIR RESPECTIVE PARENT COMPANIES, AFFILIATES AND SUBSIDIARIES, AFFILIATED ENTITIES AND ANY ADVERTISING OR PROMOTION AGENCIES INVOLVED IN ANY WAY WITH THIS CONTEST (AND MEMBERS OF THEIR IMMEDIATE FAMILY AND/OR THOSE LIVING IN THE SAME OF HOUSEHOLD OF EACH SUCH EMPLOYEE) ARE NOT ELIGIBLE. ADDITIONALLY, INDIVIDUALS WHO ARE UNDER ENDORSEMENT AGREEMENTS, SPONSORSHIP AGREEMENTS, OR OTHER SIMILAR RELATIONSHIPS WITH SPONSORS AS DETERMINED BY SPONSORS IN SPONSORS’ SOLE DISCRETION, ARE NOT ELIGIBLE. SUBJECT TO ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS. BY PARTICIPATING IN THIS CONTEST, ENTRANTS AGREE FULLY AND UNCONDITIONALLY TO THESE TERMS AND CONDITIONS AND SPONSORS’ DECISIONS, WHICH ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST. WINNING A PRIZE IS CONTINGENT ON FULFILLING ALL REQUIREMENTS SET FORTH HEREIN. VOID IN PUERTO RICO, GUAM, OTHER US TERRITORIES, AND WHERE OTHERWISE PROHIBITED BY LAW.

CONTEST PERIOD: The Contest begins February 18, 2020 at 12:00:01 a.m. CST and ends September 9, 2020 at 11:59:00 p.m. CST (“Contest Period”).

HOW TO ENTER: To enter, visit https://fitness.basspro.com/events/run_the_rock.html. Then, follow the directions to complete the “Run The Rock” Race registration. All race fields will be required to enter. No other method of entry will be accepted. The Sponsor is not responsible for lost, incomplete or undelivered entries, and such entries will be deemed invalid. In case of dispute as to the identity of any online entrant, entry will be declared made by the authorized account holder of the email address submitted at the time of entry. “Authorized account holder” is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain name associated with the submitted email address. Any potential winner may be requested to provide Sponsor with proof that such winner is the authorized account holder of the email address associated with the winning entry.

UA FOOTWEAR STYLES

- UA Charged Pursuit 2 (Men’s and Women’s)
- UA Assert 7 (Men’s and Women’s)
- UA Assert 8 (Men’s and Women’s)
- UA Charged Bandit Trail (Men’s and Women’s)
- UA Charged Bandit Trail GTX (Men’s and Women’s)
- UA Charged Toccoa (Men’s and Women’s)

WINNER SELECTION: Participants who place in the Top 3 (First, Second and Third) in each race category (Male and Female) AND who are wearing Under Armour footwear will be deemed the First Second and Third Contests winners for each category. Prizes will be awarded per the prize section below.

GENERAL INFORMATION: On September 12, 2020, at the completion of the Run The Rock race, the potential Prize Winners will be notified on-site. Each potential winner will be required to complete a Prize Release and Acceptance Form which will include all requested information to confirm eligibility and other details necessary to accept or deliver a prize. If potential prize winner is a minor, the prize will be awarded to the parent or legal guardian, who will be required to complete Prize Release. Failure to comply with completion of Prize Release and Acceptance Form may result in forfeiture of the prize and potential selection of an alternate Winner. Return of any prize/prize notification as undeliverable may result in disqualification and potential selection of an alternate Winner. Prizes may be awarded on-site at the race or may be shipped to the address provided to on-site Under Armour Contest Representative during prize notification and acceptance process. If prize must be shipped, allow approximately 6-8 weeks for delivery. Sponsor is not responsible if prize is stolen, lost or used without permission.

PRIZES:

Male Category:

- **One (1) First Prize:** Winner to be outfitted in UA up to a \$500 value.
- **One (1) Second Prize:** Winner to be outfitted in UA up to a \$300 value.
- **One (1) Third Prize:** Winner to be outfitted in UA up to a \$100 value.

Female Category:

- **One (1) First Prize:** Winner to be outfitted in UA up to a \$500 value.
- **One (1) Second Prize:** Winner to be outfitted in UA up to a \$300 value.
- **One (1) Third Prize:** Winner to be outfitted in UA up to a \$100 value.

Total ARV of all prizes: \$1,800.

Prize winners are solely responsible for all applicable federal, state, and local taxes on prizes. No transferring of any prize, prize substitution, or cash equivalent of prize permitted by winner. Sponsor reserves the right to substitute any prize with a prize of equal or greater value in the event an advertised prize or a component thereof becomes unavailable. Any difference between the actual value of any prize and the approximate retail value set forth in these official rules may not be claimed and will not be awarded.

PRIZE CONDITIONS: Sponsor may conduct a background check to confirm eligibility and compliance with these rules. By entering, you agree to cooperate reasonably with any such background check. Failure to cooperate may result in disqualification and selection of an alternate winner. If a potential winner has engaged in or does engage in any conduct that could damage the reputation or business of Sponsor, as determined by Sponsor in its discretion, the potential winner may be disqualified and the prize may be awarded to an alternate winner, time permitting. Each potential winner must also comply with all requirements for proper and appropriate behavior during any prize-related activities or events. Any inappropriate behavior, as determined by Sponsor in its sole discretion, may result in removal from any activity or event.

CONDITIONS OF PARTICIPATION: Entries will not be returned. Proof of submission does not constitute proof of receipt. Entrants agree to be bound by the terms of these Official Rules. Decisions of Administrator and/or Sponsor are final and binding on all matters pertaining to this Contest. By participating in the Contest, each entrant agrees to release, discharge, indemnify, and hold harmless Sponsor, BPS Direct, LLC, Administrator, and those involved in the development, production, implementation, and distribution of this Contest, including each of their respective parent companies, affiliates, subsidiaries, service providers, and agencies, and each of their respective directors, officers, agents, employees, attorneys, and any other person or entity associated with such entities and/or the Contest (collectively, "Released Parties"), from any and all liability for any and all claims, causes of action, damages, losses or injuries of any kind whatsoever, including without limitation, death, and bodily injury, damages, losses or injuries, or any injury, loss or damages of any kind to persons, including death, or property, arising from or relating to, in whole or in part, directly, or indirectly, from participation in this Contest, including without limitation, entry into same, the awarding, delivery, acceptance, use, misuse, possession, loss, or misdirection of any prize, and participation in any Contest-related or prize-related activity. Possible claims or causes of action include, but are not limited to, infringement of any right of publicity or intellectual property; defamation or portrayal in a false light (intentional and unintentional); and damage to or loss of property. **IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS CONTEST.** By participating in the Contest and/or accepting a prize, each entrant consents to and gives the Sponsor the right to interview, photograph/video entrant, and in perpetuity to freely and exclusively use, publish, and display entrant's name, address, entry form, picture, portrait, likeness, voice, video, statements, quotes, biographical information, and prize information (in whole or in part, as may be adapted, edited, or modified, as solely determined by Sponsors) for advertising, trade, publicity, and promotional purposes in any media now known or hereafter discovered, worldwide, and on the World Wide Web, without review, notification, or approval, all without additional consideration, unless prohibited by law. No responsibility is assumed for any printing, typographical, mechanical or other error in these Official Rules, any online or other advertisements for the Contest, the announcement of any prize, or otherwise in any materials. Released Parties have made no warranty, representation or guarantee, express or implied, in fact or in law, with respect to any prize. This includes, without limitation, a warranty, representation or guarantee related to any prize's quality or fitness for a particular purpose. (Some jurisdictions may not allow the limitations or exclusion of liability for incidental or consequential damages or exclusion of implied warranties. Check local laws for restrictions regarding these limitations or exclusions.)

INTERNET ORIENTED CONDITIONS: No responsibility is assumed for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, communication line failure, theft, or destruction or unauthorized access to or alterations of entry materials, or for technical, network, server, provider, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind including any injury or damage to entrant's or any other person's computer related to or resulting from participation in or downloading any materials with respect to the Contest, or inaccurate transmissions of or failure to receive entry information on account of technical problems or traffic congestion on the Internet or at any Web site or any combination thereof. If for any reason the Internet portion of the program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, human error, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, Sponsor reserves the right at its sole discretion to cancel, terminate, modify, or suspend the Contest and to select all winners from among the eligible entries received that are unaffected by the problem. Sponsor further reserves the right to disqualify any individual who tampers with the entry process, violates these Official Rules or undermines the integrity of the Contest. The Sponsor may prohibit an entrant from participating in the Contest if it determines that said entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices or intending to abuse, threaten, or harass other entrants. ***For New Jersey residents, the limitations set forth above are inapplicable where attorneys' fees, court costs, or other damages are mandated by statute.***

Caution: Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such entrant to the fullest extent of the law.

DISPUTES AND ARBITRATION; JURISDICTION AND VENUE: To the maximum extent permitted by applicable law, you and Sponsor agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. Except where prohibited, you and we agree to submit to the personal and exclusive arbitration of disputes relating to the Contest under the rules of the American Arbitration Association. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Please visit www.adr.org for more information about arbitration.

Any arbitration between you and us, to the extent necessary, will be conducted in Baltimore, Maryland, and you waive any right to claim that such location is an inconvenient forum. You agree not to sue us or bring arbitration in any other forum.

The arbitration will be conducted in English. A single independent and impartial arbitrator will be appointed pursuant to the rules of the American Arbitration Association. Both you and we agree to comply with the following rules, which are intended to streamline the dispute resolution process and reduce the costs and burdens for everyone involved:

- the arbitration will be conducted by telephone, online and/or be solely based on written submissions, the specific manner to be chosen by the party initiating the arbitration;
- the arbitration will not require any personal appearance by the parties or witnesses unless otherwise mutually agreed in writing by the parties; and
- any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Barring extraordinary circumstances, the arbitrator will issue his or her decision within 120 days from the date the arbitrator is appointed. The arbitrator may extend this time limit for an additional 30 days in the interests of justice. All arbitration proceedings will be closed to the public and confidential and all records relating thereto will be permanently sealed, except as necessary to obtain court confirmation of the arbitration award. The award of the arbitrator will be in writing and will include a statement describing the reasons for the disposition of any claim.

You also acknowledge and understand that, with respect to any dispute with us arising out of or relating to your use of the Services:

- You are giving up your right to have a trial by jury;
- You are giving up your right to serve as a representative, as a private attorney general, or in any other representative capacity, or to participate as a member of a class of claimants, in any lawsuit involving any such dispute; and
- You must file any claim within one (1) year after such claim arose or it is forever barred.

If this arbitration provision is found to be null and void, then all disputes arising in connection with the Contest or these Official Rules between us will be subject to the jurisdiction of the state and federal courts located in Baltimore, Maryland, and you and we hereby submit to the personal jurisdiction and venue of these courts.

This agreement to arbitrate will not preclude you or Sponsor from seeking provisional remedies in aid of arbitration, including without limitation orders to stay a court action, compel arbitration or confirm an arbitral award, from a court of competent jurisdiction. Furthermore, this agreement to arbitrate will not preclude you or UA Connected Fitness, Inc. from (i) applying to the appropriate court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary, or (ii) seeking relief in any state or federal court for disputes related to a violation or possible violation of Sponsor's intellectual property rights.

In the event of any litigation or arbitration arising from or related to this Contest or these Official Rules, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred including staff time, court costs, attorneys' fees, and all other related expenses incurred in such litigation or arbitration.

GOVERNING LAW: This Contest shall be governed by, and construed in accordance with, the laws of the State of Maryland, regardless of conflicts of law principles. Any action or litigation concerning this Contest shall take place exclusively in the federal or state courts sitting in Baltimore County, Maryland, and each entrant expressly consents to the jurisdiction of and venue in such courts and waives all defenses of lack of jurisdiction and inconvenient forum with respect to such courts. Each entrant agrees to service of process by mail or other method acceptable under the laws of the State of Maryland.

PRIVACY: By entering the Contest, each entrant agrees to the Bass Pro Shop's use of their personal information as described in the Bass Pro Shop's Privacy Policies located at <https://www.basspro.com/shop/en/privacy-policy-summary-bass-pro-shops> which is incorporated by reference herein and made a part of these Official Rules, except in those limited cases where these Official Rules expressly expand, modify, or contradict the Privacy Policies. In those circumstances, these Official Rules will govern the privacy relationship between Sponsor and the entrants. If during the registration process of the Contest, entrants have elected to receive (opt-in) email communications from Sponsors' regarding future promotions or other offers, entrants may choose to opt-out and unsubscribe from such email communications at any time by accessing the link in the footer of the emails. If you are selected as a winner, your information may also be included in a publicly available winner list.

BASS PRO SHOP'S TERMS AND CONDITIONS OF USE: The Bass Pro Shop's Terms and Conditions of use located at <https://www.basspro.com/shop/en/terms-of-use-and-community-guidelines> are incorporated by reference herein and made a part of these Official Rules.

WINNERS LIST: For the names of the Winners, send a stamped, self-addressed envelope by September 30, 2020 to: Run The Rock Winners, P.O. Box 1468, Social Circle, GA 30025

SPONSOR: Under Armour, Inc., 1020 Hull Street, Baltimore, MD 21230

ADMINISTRATOR: The A Team LLC, 1441 Broadway, 3rd Floor, New York, NY 10018.