

**BROOKS SPORTS #RUNHAPPYHAVEN PHOTO CONTEST  
CONTEST  
OFFICIAL RULES**

**Important: Please read these rules before entering this contest (the "*Contest*").  
By participating in this Contest, you agree to be bound by these Official Rules and represent that  
you satisfy all of the eligibility requirements below.**

***NO PURCHASE IS NECESSARY TO ENTER.***

- 1. Eligibility.** PURCHASE WILL NOT INCREASE ODDS OF WINNING. THIS CONTEST IS OPEN ONLY TO INDIVIDUALS WHO ARE A LEGAL RESIDENT OF ONE OF THE FIFTY (50) UNITED STATES OR DISTRICT OF COLUMBIA AND AT LEAST AGE 13 (OR THE AGE OF MAJORITY UNDER APPLICABLE LAW). IF YOU DO NOT MEET ANY OF THESE REQUIREMENTS, OR ANY OTHER ELIGIBILITY REQUIREMENTS IN THESE OFFICIAL RULES, YOU ARE NOT ELIGIBLE TO WIN A PRIZE, AND BROOKS SPORTS, INC. ("*Brooks*") RESERVES THE RIGHT NOT TO AWARD A PRIZE TO YOU. By submitting a Submission (defined below), you agree to be bound by these Official Rules. If you are under the legal age of majority in your state of residence (a "Minor"), you must have received advance permission from one of your parents or legal guardians to participate in the Contest and, upon Brooks' request, one of your parents or legal guardians must submit a signed, written statement that they have read, understood and agree to these Official Rules, and that such agreement constitutes acceptance of these Official Rules on behalf of you and themselves. To be eligible to win a prize, entries must be completed and received by Brooks in the manner and format designated below. Directors, officers and employees of Brooks and its participating sponsor(s) and any of their respective affiliate companies, subsidiaries, agents, professional advisors, advertising and promotional agencies, and immediate families of each are not eligible to win any prizes. All applicable federal, state and local laws and regulations apply. Limit five (5) entries per entrant.
- 2. Disclaimer.** Brooks, Instagram, LLC, Facebook, Inc., Twitter, Inc., all participating sponsors, and any of their respective parent companies, subsidiaries, affiliates, directors, officers, professional advisors, employees and agencies (collectively, the "*Released Parties*") will not be responsible for: (a) any late, lost, misrouted, garbled or distorted or damaged transmissions or entries; (b) telephone, electronic, hardware, software, network, Internet, or other computer- or communications related malfunctions or failures; (c) any Contest disruptions, injuries, losses or damages caused by events beyond the control of Brooks or by non-authorized human intervention; or (d) any printing or typographical errors in any materials associated with the Contest.
- 3. Contest Period.** The Contest starts at 12:01 am on March 15, 2015 and ends at 11:59 pm on March 15, 2015 (the "*Contest Period*"). To be eligible to win a prize your Submission must be received by Brooks during the Contest Period.
- 4. Prizes.** Three winners will each receive one pair of Brooks Running shoes of their choice.
- 5. Odds; Taxes; Etc.** Odds of winning a prize depend on the number and quality of eligible Submissions received. **ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF THE PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER.** The prize will be awarded. If a prize notification is returned as undeliverable or the prize is otherwise not claimed within fifteen (15) business days after delivery of notification, the prize will be forfeited and awarded to the entrant whose Submission received the next highest score. The prize is not transferable. No substitutions

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or exchanges of any prizes will be permitted, except that Brooks reserves the right to substitute a prize of comparable or greater value for any prize. Limit one prize per person or household. Prizes won by a Minor will be awarded to a parent or legal guardian on the Minor's behalf. All prizes 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).

6. **How to Enter.** To enter, take the following steps during the Contest Period:

(i) Take a creative photo at the Brooks Running SXSW Morning Run and Run Haven morning run to show your attendance. ("**Contest Theme**");

(ii) Upload the photo to your Instagram account (you may also post other social media accounts, but posting to other accounts will not increase your chances of winning, you will only receive one entry per photo, regardless of the social media through which it is posted);

(iii) Tag your picture with the tag "#runhappyhaven".

You must include the #runhappyhaven tag with your photo for your entry to be valid (your photo and the associated tag, collectively, a "**Submission**"). Submissions submitted to Brooks in connection with the Contest will not be returned to entrants. Failure to submit all required information in the manner required in these Official Rules may result in disqualification.

Content Guidelines and Restrictions:

- Your Submission must be your original creation and owned one hundred percent (100%) by you, or alternatively you must have full rights to grant the license and rights that you grant to Brooks in Section 10 below;

- Your Submission must not contain material that violates or infringes upon any person's or entity's rights including, but not limited to, the rights of privacy (including, but not limited to, publicity and/or right not to be held in a false light), publicity or any intellectual property rights (including, but not limited to, trademark or copyright infringement), and cannot describe, in any identifiable way, any copyrights, trademarks/tradenames, logos, or similar brand identifying marks or third party artistic works;

- Your Submission must not disparage any person or entity;

- Your Submission must be tasteful, consistent with Brooks' brand and image, must not be harmful to Brooks' brand or image, and must not contain material that is inappropriate, indecent, obscene hateful, tortious, and/or defamatory;

- Your Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and

- Your Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Submission is created.

For All Submissions: You may submit 5 Submissions during the Contest Period. Submissions received from any entrant (using multiple or different applicable accounts) or email address in excess of the stated limit will be void. Proof of online entry will not be deemed to be proof of receipt of entry by Brooks. By entering the Contest, you consent to being placed on a mailing list for promotional and other purposes.

**7. Selection and Notification of Winner.** After the end of the Contest Period, a panel of judges determined by Brooks in its sole discretion (the “*Judging Panel*”) will score the eligible Submissions and choose the top scoring Submission based on the following criteria (“*Judging Criteria*”):

- (i) overall creativity of Submission;
- (ii) consistency of Submission with the Contest Theme;
- (iii) the most apt, interesting, and original Submission; and
- (iv) the overall quality (e.g., photographic quality, clarity) of the Submission.

The top scoring Submission will be deemed the winner. The winner will be determined by the Judging Panel in its sole discretion, at Brooks' Headquarters located at 3400 Stone Way N., Fl. 5, Seattle, WA 98103. The winner will be notified by telephone, mail, e-mail or social media within fifteen (15) days after the judging concludes. In the unlikely event of a tie, the winner will be determined by the Submission's score in the following criteria: overall creativity of the Submission. To claim a prize, the winner should follow the instructions contained in his or her notification.

**8. Identity of Entrant.** If a dispute arises about the identity of the entrant, entries made online will be declared made by the authorized account holder of the e-mail address submitted at time of entry. An authorized account holder is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. The potential winner may be required to provide Brooks with proof that the potential winner is the authorized account holder of the e-mail address associated with a winning entry.

**9. Non-Infringing Entry Materials.** You hereby represent and warrant that (a) you have the right to grant the rights granted herein (including without limitation in Section 10 below) or, alternatively, you have obtained all necessary rights and permissions to use and submit your Submission in connection with the Contest and to provide all the rights specified in these Official Rules; and (b) your Submission and the use thereof as contemplated herein does not and will not violate, misappropriate, or infringe upon any law or regulation or the rights of any third party, including any copyright, trademark, or any rights of publicity or privacy, or any other intellectual property or proprietary rights.

**10. License to Submissions.** By entering the Contest and submitting your Submission, you hereby grant to Brooks a perpetual, irrevocable, royalty-free, worldwide, nonexclusive license to publish, reproduce, display, perform, distribute, adapt, edit, modify, translate, create derivative works based upon, and otherwise use and sublicense your Submission, or any portion thereof, in connection with the Contest and for other entertainment, instruction/education, advertising, marketing and promotional purposes, and to incorporate Submissions, in whole or in part, into other works in any manner, form, media or technology now known or later developed. Brooks will have no obligation to publish or use or retain any Submission you submit or to return any such Submission or Contest entry materials to you. You agree that it is your sole responsibility to obtain all permissions and releases necessary for the grant of the rights contained in this paragraph. You also agree to take, at Brooks' expense, any further action (including, without limitation, execution of affidavits, licenses, and other documents (which may include obtaining acceptable releases from individuals appearing or named in your Submission)) reasonably requested by Brooks to effect, perfect, or confirm Brooks' rights set forth above in this paragraph and/or in Section 13. You will not be entitled to compensation for any use by Brooks, or its agents, licensees or assignees, of

your Submission.

**11. No Facebook Or Third Party Endorsement.** This Contest is in no way sponsored, endorsed or administered by, or associated with Instagram, LLC, Facebook, Inc., or other social media sites. You understand that by posting a Submission through Facebook, you are providing your information to Brooks, not to Facebook, Inc. You understand that by using and interacting with www.facebook.com, you are subject to the terms, conditions, and policies that govern the use of www.facebook.com. You should therefore review the applicable terms and policies for www.facebook.com, including privacy and data gathering practices, before using or interacting with Facebook.

**12. General Release.** By entering the Contest, you (and, if you are a Minor, your parent or legal guardian) release Brooks, Facebook, Inc., and all Released Parties from any liability whatsoever, and waive any and all causes of action, for any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Contest or delivery, mis-delivery, acceptance, possession, or use of or inability to use any prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory.

**IF YOU ARE A MINOR, YOUR PARENT OR LEGAL GUARDIAN FURTHER AGREES TO INDEMNIFY EACH OF THE RELEASED PARTIES FROM ANY CLAIMS, COSTS, INJURIES, LOSSES, OR DAMAGES DESCRIBED IN THE PRECEDING PARAGRAPH WHICH MAY BE SUFFERED BY YOU.**

**13. Use of Winner's Name, Likeness, etc.** Except where prohibited by law, entry into the Contest constitutes permission to use winner's name, Facebook name, Instagram name, other social media name or identity likeness, persona, hometown, and/or prize information in all media now known or later devised throughout the universe in perpetuity for all purposes Brooks deems appropriate -- including, without limitation, for promotional and publicity purposes -- without further permission or compensation. As a condition of being awarded any prize, except where prohibited by law, winner may (in Brooks' sole discretion) be required to execute a written consent, confirming Brooks' right to use such winner's name, Facebook name, likeness, persona, hometown, and/or prize information without further permission or compensation.

**14. Affidavit and Release.** As a condition of being awarded any prize, winner (and if winner is a Minor, winner's parent or legal guardian) may (in Brooks' sole discretion) be required to execute and deliver to Brooks a signed affidavit of eligibility, acceptance of these Official Rules, release of liability, and any other legal, regulatory, or tax-related documents required by Brooks in its sole discretion.

**15. Winner List; Rules Request.** For a copy of the winner list, send a stamped, self-addressed, business-size envelope after March 17, 2015 and before March 17, 2016 to Sponsor at the address listed below, Attn: "#runhappyhaven Photo" Contest Winner List. To obtain a copy of these rules, send a stamped, self-addressed business-size envelope to Sponsor at the address listed below, Attn: "#runhappyhaven Photo" Contest Official Rules Request. Residents of VT may omit return postage.

**16. Intellectual Property Notice.** Brooks and Brooks Running are trademarks of Brooks Sports, Inc. The Contest and all accompanying materials are copyright 2014 by Brooks Sports, Inc. All rights are reserved.

**17. Miscellaneous.** The Contest and these Official Rules will be governed, construed and interpreted under the laws of the state of Washington, U.S.A. Entrants agree to be bound by these Official Rules and by the decisions of Brooks, which are final and binding in all respects. Brooks reserves the right to change

these Official Rules at any time, in its sole discretion, and to suspend or cancel the Contest or any entrant's participation in the Contest should viruses, bugs, unauthorized human intervention, or other causes beyond Brooks' control affect the administration, security or proper play of the Contest, or Brooks otherwise becomes (as determined in its sole discretion) incapable of running the Contest as planned. Notwithstanding the foregoing, Brooks reserves the right to amend, modify, or cancel the Contest at any time without notice. Entrants who violate these Official Rules; violate any law, rule, or regulation in connection with participation in the Contest; tamper with the operation of the Contest or engage in any conduct that is detrimental or unfair to Brooks, the Contest, or any other entrant (in each case as determined in Brooks' sole discretion) are subject to disqualification from entry into the Contest. Brooks reserves the right to lock out persons whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Contest. Any provision of these Official Rules deemed unenforceable will be enforced to the extent permissible, and the remainder of these Official Rules will remain in effect. If you have any questions about these Official Rules or the Contest, please email them to **socialmedia@brooksrunning.com** or send written questions to Brooks Sports, Inc. #runhappyhaven Photo contest, ATTN: Social Media, 3400 Stone Way N., Fl. 5, Seattle, WA 98103.

18. **Sponsor:** Brooks Sports, Inc., 3400 Stone Way N., Fl. 5, Seattle, WA 98103.