

## ROCK 'N' ROLL® SAN ANTONIO GIVEAWAY

### Official Rules

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID OUTSIDE THE TERRITORY AND WHERE PROHIBITED.**

1. The “Rock ‘n’ Roll San Antonio Giveaway” promotion (the “**Promotion**”) is subject to these official rules (the “**Official Rules**”).
2. **Sponsor & Administrator:** Competitor Group, Inc. (“**Sponsor**” or “**Operator**”) located at 3407 W. Dr. Martin Luther King Jr. Blvd. Suite 100, Tampa, FL 33607.
3. **Agreement to Official Rules:** By participating in the Promotion, entrant represents and warrants that (i) they have read and understood, and fully and unconditionally agrees to and accepts, these Official Rules and that the decisions of the Sponsor are final and binding in all matters related to the Promotion and (ii) that they are eligible to enter the Promotion in accordance with any and all applicable laws and these Official Rules. Sponsor shall be entitled to interpret these Official Rules as needed – including but not limited to rules regarding deadlines, Winner selection, Prize restrictions, and eligibility – and all such decisions are final. By participating, entrant irrevocably, fully and unconditionally waives any right to claim ambiguity in these Official Rules and/or in any other Promotion and/or Promotion -related advertising or materials. Winning any Prize is contingent upon fulfilling all requirements set forth herein.

### **ELIGIBILITY**

4. To be eligible to enter the Promotion, you must be:
  - a. an individual at least 18 years old (or the age of majority in their respective jurisdiction) at the time of entry;
  - b. physically present at the 2024 Fiesta FitFest San Antonio University Health Athletes’ Village & Expo (“**Expo**”) at the UTSA East Campus Lot (the “**Territory**”); and
  - c. not otherwise barred by law from participating in the Promotion at the date and time of entry.
5. Employees, officers, directors, or agents of Competitor Group, Inc., World Triathlon Corporation, or any of their parents, affiliated companies, subsidiaries, licensees, suppliers, printers, advertisers, or any other entity directly involved in the development or administration of the Promotion, and their immediate family members or household members are not eligible to participate or win. “**Immediate family members**” means parents, step-parents, children, step-children, siblings, half-siblings, spouses, and domestic partners. “**Household members**” means people who have the same residence at least three (3) months during the past twelve (12) months.
6. The Promotion is subject to all applicable federal, state, and local laws and regulations. The Promotion is void where prohibited by law. The use of multiple identities is prohibited and will void each of that participant’s/person’s entries.

## PROMOTION PERIOD

7. **Entry Period:** The Promotion entry period begins at or about 5:00 PM Central Time (“CT”) on April 12, 2024 and ends at or about 2:15 PM CT on April 14, 2024 (the “**Entry Period**”). Sponsor’s computer is the official timekeeping device for this Promotion.

## ENTRY INTO THE PROMOTION

8. **How to Enter:** There are two (2) ways to enter:

(a) **IN-PERSON NEWSLETTER SIGN-UP:** During the Entry Period, visit Sponsor’s booth at the Expo during the Expo hours of operation and subscribe to the Rock ‘n’ Roll Race Interest AND Rock ‘n’ Roll Race Information email lists (the “**Newsletter List(s)**”) via the on-site sign-up method. Must be a new subscriber to the Newsletter List(s). Current subscribers to the Newsletter List(s) are ineligible.

(b) **IN-PERSON ENTRY FORM:** During the Entry Period, visit Sponsor’s booth at the Expo during the Expo hours of operation and complete a Promotion entry form with all required information, which may include your name (initials not permitted), e-mail address, phone number, and date of birth.

9. Each entry, regardless of which entry method is used, has an equal chance of winning as any other entry.

10. Each entrant is limited to only one (1) entry in the Promotion, regardless of which entry method is used. Any attempt by an individual entrant to obtain more than one (1) entry, whether by using multiple/different e-mail addresses, identities, post cards, registrations, email addresses, logins, or via any other methods, will void all of such entrant’s entries and that entrant may be disqualified from further participation or from registering anew at Sponsor’s discretion. Any use of automated, programmed, or similar entry methods or agents will void all entries by the entrant who employs, or causes to be employed, such methods. Entrants are not permitted to share the same email address as another entrant. Entry materials/data that have been tampered with or altered are void. Once submitted, entries become the sole property of Sponsor or its designee and such entries will not be acknowledged or returned.

11. **Privacy.** Personally identifiable information that is submitted by entrant as part of this Promotion will be used to administer the Promotion, select and announce the Prize Winner, and fulfil the Prize, and will be treated in accordance with Sponsor’s privacy policy, available at <https://www.runrocknroll.com/privacy-policy> which may be updated from time to time. By entering the Promotion, entrant hereby agrees to Sponsor’s collection and usage of their personal information and they hereby acknowledge that they have read and accepted Sponsor’s privacy policy.

12. During registration, entrants may be offered the opportunity to opt-in to special offers. These offers are optional, and neither acceptance nor non-acceptance by entrants will affect chances of being selected.

## DETERMINATION OF WINNER; PRIZE

13. **Random Drawing:** On or about April 15, 2024, Sponsor will randomly select one (1) potential winner from all entries received during the Entry Period. Subject to verification of eligibility and compliance with the requirements below, the potential winner will be declared the official winner of the Promotion (the “**Winner**”). Each entry has an equal chance of winning as any other entry.
14. **Prize:** One (1) Winner will be awarded one (1) Lululemon Duffle Bag and miscellaneous Rock ‘n’ Roll Running Series® ‘swag’ (as determined in Sponsor’s discretion) (the “**Prize**”).
15. **Total ARV:** The Prize has an approximate retail value (“**ARV**”) of \$200.
16. **Odds.** The odds of an entrant winning this Promotion depend on the total number of eligible entries submitted in accordance with these Official Rules.
17. **Notification:** The potential Winner will be notified by phone call at the phone number provided by such entrant. To claim their Prize, the potential Winner must: (a) respond as directed within five (5) days after the first notification attempt (the entrant is responsible for ensuring that their email address is enabled); and (b) return to the Sponsor, by the date and manner specified, the applicable Verification Paperwork (defined below) as may be required by the Sponsor.
18. If any potential Winner does not respond within five (5) days after the first notification attempt, or fails to comply with any of these Official Rules, or if the Sponsor determines that the potential Winner is ineligible or disqualified, or declines the Prize for any reason, the Prize will be forfeited and, at Sponsor’s sole discretion and time permitting, Sponsor may either (i) select an alternate winner by random drawing from the remaining eligible entries or (ii) void the Prize.
19. Noncompliance with these Official Rules or the return of the Prize (or any portion thereof) or Prize notification as undeliverable may result in disqualification and Prize forfeiture. Entrants acknowledge that (a) it is their responsibility to check their emails, phone calls, voicemail and/or notifications to ensure they receive any notification from Sponsor in connection with this Promotion, and (b) Sponsor will not be held responsible for any failure by the Winner to timely claim the Prize in connection with the Winner’s failure to receive any email, phone call, voicemail, and/or notification transmitted by Sponsor. Sponsor is not responsible for entries that are lost, unauthenticated, or late for any reason, and all such entries are void. Sponsor reserves the right in its sole discretion at any time to disqualify any entry that, or entrant who, does not comply with these Official Rules in its sole discretion. All Promotion decisions shall be at the sole discretion of the Sponsor.

## **PRIZE CONDITIONS**

20. All Prize values referenced in these Official Rules shall be in United States Dollars (“**USD**”).
21. All Prize details shall be at Sponsor’s sole discretion. The Prize consists only of those items specifically listed as part of the Prize. Winner assumes sole responsibility for all expenses and incidental costs associated with the Prize not explicitly outlined above, including without limitation, all federal, provincial, state and local taxes (if any), VAT taxes or fees, surcharges, fees, tips, gratuities, parking, concessions, souvenirs, merchandise, additional or non-included

transportation, travel or lodging, food, beverages, snacks, Internet access, personal items, service or facility charges, and upgrades.

22. Verified Winner(s) will receive instructions on claiming or receiving Prize elements. If Prize is mailed or shipped, Winner shall assume all risk of loss, damage, theft, late or missed delivery. Upon fulfilling any Prize, Sponsor will be deemed to have awarded the Prize to Winner and such Winner assumes full responsibility for the Prize.
23. Prize or Prize components are not exchangeable or redeemable for cash, may not be sold, bartered, or auctioned, and must be accepted as awarded, without substitutions. The right to receive any Prize is not transferrable. Any Prize or portion thereof not used or accepted by Winner is forfeited and no cash or substitute will be offered or permitted, unless required by law. Prizes may not be substituted except that Sponsor in its discretion may substitute a Prize, or portion thereof, with a prize or portion of equal or greater value if it deems necessary. Any such changes will be announced.
24. Prizes offered are provided “as is” with no warranty or guarantee either express or implied by Released Parties. Merchandise prize components (if any) carry no warranty other than that offered by manufacturer. Released Parties have neither made nor are responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any Prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose. Other restrictions apply.
25. If the actual value of any individual component of the Prize is less than the relevant value listed above or if the actual value of the Prize is less than the aggregate ARV stated herein, the Winner will not be entitled to any compensation or reimbursement for difference in value.
26. **Verification Paperwork.** The potential Winner will be notified as set forth above and, as a condition of receiving a Prize, may be required to present valid photo identification and/or required to complete, sign, and return to Sponsor an Affidavit of Eligibility, liability waiver, a Publicity Release (where legal), tax forms and/or other legal documents (collectively, “**Verification Paperwork**”). AN ENTRANT IS NOT A ‘WINNER’ OF THE PROMOTION PRIZE UNLESS AND UNTIL SPONSOR HAS COMPLETED ITS VERIFICATION OF ENTRANT’S ELIGIBILITY. If Verification Paperwork is provided to Winner, Winner must return the completed Verification Paperwork within forty-eight (48) hours of receipt.
27. **Promotional Use of Likeness:** Except where prohibited by law, participation in the Promotion constitutes entrant’s consent for the Sponsor and its affiliates’, agents’, designees, or affiliated third parties’ to use entrant’s name, voice, likeness, statements, photographs (including the use and appearance of entrant’s photograph on Sponsor’s website/social media pages or channels), audiovisual recordings, opinions, biographical information, and state of residence for purpose of advertising the Promotion, any subsequent drawing, contest, or other promotion by Sponsor, any event owned or licensed by Sponsor, or for any other commercial purpose, in each case in any media or manner, now known or hereafter devised, without payment, consideration, notice, or approval.
28. **Fraud:** In the event that Sponsor learns of any fraud (or any intended fraud) in connection with the presentation of the Promotion or the distribution/collection of any Prize, or in the

event Sponsor otherwise learns of any other illegal activity in connection with the Promotion, Sponsor may modify or cancel the Promotion. Any and all such determinations shall be made in the sole reasonable judgment of Sponsor. All Promotion decisions shall be final, and each entrant will have no right, pursuant to these Official Rules or otherwise, to challenge the Promotion or the Prize decisions.

## **LIMITATION OF LIABILITY & DISCLAIMER OF WARRANTIES**

29. The term “**Released Parties**” shall mean (a) Sponsor and its related companies, parents, subsidiaries, affiliates, event hosts, sponsors, and their respective agents and agencies, and their respective officers, directors, employees, shareholders, members, and agents; (b) any other company involved in the development or administration of the Promotion; and (c) their respective parent companies, subsidiaries, agencies, affiliates, franchisees, promoters, Prize suppliers, directors, officers, employees, agents and related persons.
30. By participating in the Promotion, you agree that the Released Parties: (a) are not responsible for technical failures of any kind, including but not limited to lost, disconnected, interrupted, or unavailable network, server, or other connections, late, lost, incomplete, illegible, inaccurate, undeliverable, damaged or stolen, or for any failed telephone or computer hardware or software, or for any failed, delayed, misdirected, corrupted, or garbled transmissions or errors of any kind, whether human, mechanical, or electronic; (b) are not responsible for any incorrect or inaccurate information, whether caused by participant’s printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Promotion, the printing of this offer, the administration of the Promotion, the selection or announcement of the Winner(s) or Prize; (c) are not responsible for any injury or damage to any computer, modem or other electrical device as a result of participation in the Promotion or downloading of any software or materials; (d) are not responsible for unauthorized human intervention in any part of the Promotion; (e) are not responsible for any unauthorized third-party use of any entry materials; (f) are not responsible for the inability to select Winner(s) because of postal failure, equipment failure, or data storage failure; (g) are not responsible for any printing, typographical, technical, computer, network or human error that may occur in the administration of the Promotion, selection of Winner(s), verification of the Winner(s), the Prize or otherwise in any other Promotion and/or Promotion-related materials; (h) are not responsible for any interruptions/postponement/cancellation of the Promotion; and (i) are not responsible for any other errors or malfunctions, even if caused by the negligence of any one or more of the Released Parties.
31. **WITHOUT LIMITING THE GENERALITY OR EFFECT OF THE FOREGOING: NONE OF THE RELEASED PARTIES MAKES ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY PROMOTIONAL WEB SITE AND NONE OF THE RELEASED PARTIES WILL BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS RELATED THERETO. RELEASED PARTIES DO NOT GUARANTEE THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE PROMOTION. RELEASED PARTIES SHALL NOT BE LIABLE OR RESPONSIBLE FOR THOSE GUARANTEES OR WARRANTIES MADE OR OFFERED BY ADVERTISERS, PARTNERS, MANUFACTURERS OR SUPPLIERS, INCLUDING THOSE RELATED TO PRIZE. UNDER NO CIRCUMSTANCES SHALL RELEASED PARTIES BE HELD RESPONSIBLE OR LIABLE FOR YOUR USE OF THE INFORMATION AND/OR PRODUCTS PROVIDED AND/OR MADE AVAILABLE**

THROUGH THE PROMOTION OR FOR ERRORS OR ANOMALIES RESULTING IN THE UNINTENDED OR ERRONEOUS PARTICIPATION, AWARD OF THE PRIZE OR OTHER BENEFITS UNDER THESE OFFICIAL RULES.

32. ENTRANTS AGREE THAT NONE OF THE RELEASED PARTIES HAS MADE OR ARE IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION, OR GUARANTEE, WHETHER STATUTORY, EXPRESS, OR IMPLIED (INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE), IN FACT OR IN LAW, RELATIVE TO THE PROMOTION OR PRIZE.
33. Except where prohibited, by participating in the Promotion, entrants agree to release, indemnify, defend, and hold harmless the Released Parties from and against any and all alleged, existing, or future actions, claims, and/or liabilities of whatever nature including, but not limited to, personal injury, bodily injury (including, without limitation, wrongful death and disability of any person), property damage, and expense (including, without limitation, reasonable attorneys' fees) and loss or damage of any other kind, relating to or arising from, in whole or in part, directly or indirectly, (a) your participation, or inability to participate, in the Promotion, or any Promotion -related or Prize-related activity; (b) the use by Released Parties (including modification, adaptation, and reproduction) of entry materials during or after the Promotion; (c) the delivery, acceptance, possession, redemption, use, misuse, loss, or misdirection of the Prize; (d) unauthorized intervention in the Promotion; (e) the Released Parties' violation of rights of publicity or privacy, claims of defamation or portrayal in a false light or based on any claim of infringement of intellectual property; (f) any technical error related to computers, servers, providers, or telephone or network lines; (g) printing errors; (h) any error in the administration of the Promotion or the processing of entries; (i) any late, lost, or undeliverable entry; or (j) taxes related to, directly or indirectly, in whole or in part, receipt or use of any part of any Prize by any person.
34. Entrant agrees that in any cause of action, the Released Parties' liability for any and all claims, judgments, and awards will be limited to the reasonable out-of-pocket expenses actually paid for by the entrant that are directly related to entering and participating in this Promotion (which, for the avoidance of doubt, excludes, for example, telephone expenses and Internet access), and in no event shall any of the Released Parties be liable for attorney's fees.
35. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE ENTRANT WAIVES THE RIGHT TO CLAIM ANY OTHER DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, PUNITIVE, COMPENSATORY, CONSEQUENTIAL, DIRECT, OR INDIRECT DAMAGES, DAMAGE TO PROPERTY OR PERSON, OR ANY LOSS OF DATA, LOST PROFITS OR INCOME, OR LOSS OF CONSORTIUM, OR CLAIMS BY THIRD PARTIES, AND THE ENTRANT FURTHER WAIVES ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MIGHT NOT APPLY TO YOU.

## DISPUTES

36. **Choice of Forum:** Entrant agrees that any and all disputes, claims and causes of action arising out of or connected with this Promotion, or any Prizes awarded or not awarded shall be resolved solely individually, without resort to any form of class action, and exclusively by the United States District Court for the Middle District of Florida (Tampa Division) or the appropriate Florida State Court located in Hillsborough County, Florida.
37. **Governing Law:** All issues and questions concerning the construction, validity, interpretation, or enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules that would result in the application of the laws of any other jurisdiction.
38. In the event of any discrepancy or inconsistency between any terms or conditions of these Official Rules and any disclosures or other statements contained in any other Promotion-related materials, including but not limited to television, print, mobile or online advertising, the terms and conditions of these Official Rules shall prevail, govern, and control. If any provision of these Official Rules is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

## MISCELLANEOUS

39. Sponsor reserves the right to terminate, cancel, suspend and/or modify the Promotion, or other part thereof, if intervening circumstances warrant, within Sponsor's sole discretion, due to any fraud, virus or other technical problem which corrupts the security, administration, operation, fairness and/or proper play of the Promotion, or for any other reason. In such an event, Sponsor reserves the right to select the Winner from all non-suspect entries received prior to the suspension, cancellation, termination, and/or modification of the Promotion or in such other manner as Sponsor, in its sole discretion, deems fair and appropriate under the circumstances.
40. Sponsor reserves the right to disqualify any individual from further participation in the Promotion if Sponsor concludes, in its sole discretion, that such person (a) has attempted to tamper with any entries or the operation of the Promotion, (b) has repeatedly disregarded or has attempted to circumvent these Official Rules or (c) has acted towards Sponsor or any other participant or person in an unfair, inequitable, deliberately annoying, threatening, disrupting or harassing manner. Tampering includes attempts to submit entries except as permitted herein, including by using any prohibited device or method. Any failure by Sponsor to enforce any of these Official Rules shall not constitute a waiver of such Official Rules.
41. **ANY ATTEMPT BY ANY INDIVIDUAL TO DEFRAUD, TAMPER WITH, OR DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO PURSUE ANY AVAILABLE DAMAGES OR OTHER REMEDIES AGAINST SUCH INDIVIDUAL(S) AND/OR**

**REFER SUCH MATTERS TO LAW ENFORCEMENT FOR PROSECUTION TO THE FULLEST EXTENT PERMITTED BY LAW.**

42. All activity arising out of and relating to the Promotion, including any reference to the status of any person as a "winner" is subject to verification and/or auditing for compliance with the Official Rules. If Sponsor determines, in its sole discretion, that verification or auditing activity evidences non-compliance of an entry and/or participant with the Official Rules, Sponsor reserves the right to disqualify such entry and/or participant from the Promotion and Prize at any time. Sponsor reserves the right to conduct a background check on any potential winner and to disqualify any individual based on such background check if Sponsor determines in its sole discretion that awarding a Prize to any such individual might reflect negatively on Sponsor. Each participant agrees to cooperate with Sponsor and its representatives in connection with all verification, auditing and/or background check activities.
43. Sponsor reserves the right to correct typographical, printing, or clerical errors in any Promotion-related materials. No more than the stated number of Prizes will be awarded. If production, technical, programming or any other reasons cause more than the stated number of Prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of Prizes by a random drawing from among all legitimate, un-awarded, eligible Prize claims. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Promotion; provided that if it is not possible to award another entry due to discontinuance of the Promotion for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any Prize offered.

**TRADEMARKS**

44. ROCK 'N' ROLL® and ROCK 'N' ROLL RUNNING SERIES® ARE REGISTERED TRADEMARKS OF WORLD TRIATHLON CORPORATION. ALL RIGHTS RESERVED.
45. Any third-party trademarks mentioned herein are the property of their respective trademark owners and the use or mention of any such third-party trademarks in these Official Rules or in the Promotion is solely for descriptive purposes and shall in no way imply an endorsement or sponsorship of the Promotion.

**WINNER'S LIST**

46. **Winner List:** For a statement of the identification of the Winner in the Promotion, send a self-addressed, stamped envelope, making a request to receive such information, to: "Rock 'n' Roll San Antonio Giveaway – Winner List Request, c/o Competitor Group, Inc., 3407 W. Dr. Martin Luther King Jr. Blvd. Suite 100, Tampa, FL 33607". Such requests must be received by July 15, 2024.

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