

UNDER ARMOUR EASTSIDE 10K CONTEST OFFICIAL RULES

- 1. ELIGIBILITY:** The Under Armour Eastside 10K Contest (“Contest”) is open to legal residents of Canada (excluding the province of Québec) who are (a) 18 years of age or older or the age of majority in their jurisdiction of residence if higher than 18, and (b) have registered to participate in the In-Person Canada Running Series Under Armour Eastside 10K Race (“the Race”), and (c) are wearing Under Armour shoes when participating in the Race (“Entrant”). Employees of Under Armour, Inc. (“Sponsor”), The A Team, LLC (“Administrator”), Released Parties (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 Sponsor as determined by Sponsor in Sponsor’s 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 Sponsor’s 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 where prohibited by law.
- 2. CONTEST PERIOD:** The Contest will take place on September 17, 2022 during the Canada Running Series Under Armour Eastside 10K Race. Visit <https://canadarunningseries.com/vancouver-eastside-10k/in-person-10k/> for details about the Race.
- 3. HOW TO ENTER:** If you are a registered participant of the In-Person Race, you must wear Under Armour shoes for a chance to win in this Contest.
- 4. PUBLICITY/USAGE RIGHTS:** Except where prohibited, participation in the Contest and/or receipt or use of any prize further constitutes each winner’s consent for use of their name, likeness, voice, opinions, statements, biographical information, and/or hometown and state for promotional or advertising purposes in any media, worldwide, now known or hereafter developed, in perpetuity, without further review, notification, payment, or consideration (unless prohibited by law).
- 5. JUDGING / SELECTION OF WINNERS:**

Potential winners will be notified on September 17, 2022 in person by an Under Armour representative after the winners of the Race have been finalized and announced. The winners of the Race who are wearing Under Armour shoes and win a prize in a category below will also win the same prize in this Contest.

Categories:

1. Elite Womens Category: first through fifth place
2. Elite Mens Category: first through fifth place
3. Masters Womens (40 years or older): first through third place
4. Masters Mens (40 years or older): first through third place

The Under Armour representative will be observing the winners of the Race to determine if the Race winners are wearing Under Armour shoes while they participated in the Race. Each potential winner as determined by the Under Armour representative will be asked to complete an Affidavit of Eligibility and Liability Release, and (where legal) a Publicity Release (“Prize Claim Documents”) immediately after being determined as a potential winner. The potential winner will be asked to provide a photo government issued identification in order to be confirmed as a winner. No liability is assumed for any winner notification that is lost, intercepted or not received by a potential winner for any reason. Failure to complete and return the Prize Claim Documents when requested by the Under Armour Representative may result in disqualification and selection of an alternate winner. If a potential winner fails to comply with Sponsor’s requests for Prize Claim Documents, is found to be ineligible, or cannot or does not comply with these Official Rules, such potential winner may be disqualified, and prize may be awarded to an alternate winner.

6. PRIZES:

The Race winners who win the prize amount in the table below will win an equal prize amount in this Contest IF they are wearing Under Armour shoes as determined by the Under Armour representative. If any of the Race winners are not wearing Under Armour shoes, that prize for this Contest will not be awarded. Prizes may not be transferred or substituted. Maximum value of all prizes: CAN \$3,900

Winner	Place	Cash Prize Amount (CAD)
ELITE WOMENS	1 st	\$500
	2 nd	\$400
	3 rd	\$300
	4 th	\$200
	5 th	\$100
ELITE MENS	1 st	\$500
	2 nd	\$400
	3 rd	\$300
	4 th	\$200
	5 th	\$100
MASTERS (40 years+) WOMENS	1 st	\$200
	2 nd	\$150
	3 rd	\$100
MASTERS (40 years+) MENS	1 st	\$200
	2 nd	\$150

	3 rd	\$100
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- 7. PRIZE CONDITIONS:** Sponsor may conduct a background check to confirm eligibility and compliance with these Official 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.

- 8. CONDITIONS OF PARTICIPATION:** Entrants agree to be bound by the terms of these Official Rules. Decisions of Administrator and Judges 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, 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.** 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. **As a condition of entering the Contest, each Entrant gives consent for Sponsor to obtain and deliver his or her name, email address and other information to third parties for the purpose of administering the Contest and complying with applicable laws, regulations and Official Rules.**

- 9. 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 Entrant and Sponsor, to the extent necessary, will be conducted in Baltimore, Maryland, and you waive any right to claim that such location is an inconvenient forum. Entrant agrees not to sue Sponsor 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 Entrant and Sponsor 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.

Entrant also acknowledges and understands that, with respect to any dispute with us arising out of or relating to Entrant's use of the Services:

- Entrant is giving up your right to have a trial by jury;
- Entrant is 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
- Entrant 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 Entrant and Sponsor will be subject to the jurisdiction of the state and federal courts located in Baltimore, Maryland, and Entrant and Sponsor hereby submit to the personal jurisdiction and venue of these courts.

This agreement to arbitrate will not preclude Entrant 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 Under Armour, 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.

- 10. GOVERNING LAW:** This Contest shall be governed by, and construed in accordance with, the laws of the State of Maryland (USA), 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.
- 11. PRIVACY:** Any information Entrant provides to Sponsor is subject to Sponsor's Privacy Policy located at <https://account.underarmour.com/en-us/privacy> 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.
- 12. WINNERS LIST:** For names of winners, send an email to winnerlist@uaconnectedfitnesschallenges.com by October 31, 2022 with the subject line "Under Armour Eastside 10K Contest 2022 Winners List"
- 13. ADMINISTRATOR:** The A Team LLC, 1441 Broadway, New York, NY 10018 USA
- 14. SPONSOR:** Under Armour, Inc., 1020 Hull Street, Baltimore, MD 21230 USA