



Rock 'n' Roll Savannah Marathon & 1/2 Marathon **Design Contest**

- OFFICIAL RULES -

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.
THIS CONTEST IS NOT A CHANCE-BASED COMPETITION.
VOID WHERE PROHIBITED BY LAW.

1) Overview. Subject to these Official Rules, eligible individuals are invited to enter the Rock 'n' Roll Savannah Marathon & 1/2 Marathon Contest (the "Contest") by submitting a created design (as further described below, an "Original Design"), which should be inspired by the Rock 'n' Roll Marathon Series, to be printed on a merchandise item (including without limitation apparel, mugs, and any other products) to be sold at the Rock 'n' Roll Savannah Marathon & 1/2 Marathon Health & Fitness Expo and race days (November 2-5, 2017), at future events, online, and/or via any other sales channels. Subject to these Official Rules, the entrants whose Original Designs are judged to be winners will be entitled to win prizes as described below. The Contest is subject to all applicable federal, state, and local laws and regulations, and is void where prohibited by law. As used herein, "Savannah Event" means the 2017 Rock 'n' Roll Savannah Marathon & 1/2 Marathon.

2) Sponsor/Organizer. Competitor Group, Inc. ("Sponsor") is the Sponsor and organizer of the Contest and has an address of "Competitor Group, Inc., Attention: Rock 'n' Roll Savannah Contest, 6420 Sequence Drive, 2nd Floor, San Diego, CA 92121."

3) Eligible Persons. Each individual entering the Contest (each, an "Entrant"), at the time of entry: (a) must be at least 18 years old; (b) must have a valid e-mail address; (c) must be a resident of the 50 United States or the District of Columbia; (d) cannot be an employee, officer, director, shareholder, or agent of Sponsor or any of its parents, affiliates, subsidiaries, or partners, or any web developer, advertising agency, advertiser, or sponsor of or for the Contest, and not otherwise involved with or associated with creating, judging, or conducting the Contest; and (e) cannot be an immediate family member or household member of any individual identified in item (d) above. "Immediate family members" means parents, step-parents, children, step-children, siblings, half-siblings, spouses, and domestic partners. "Household members" means people who have shared the same residence at least three (3) months during the preceding 12-month period.

4) Eligible Submissions. Each Original Design must:

- (a) be inspired by the Rock 'n' Roll Marathon Series, the Savannah Event, the city of Savannah and/or Chatham County, and get people excited about the Savannah Event;
- (b) be the Entrant's own original design;
- (c) be no bigger than 8.5-inches wide and 11-inches tall;
- (d) be submitted as an electronic vector file (.eps or .ai);

- (e) have a maximum of six (6) colors in the design (includes areas to be printed in black or white);
- (f) include the words “Rock ‘n’ Roll” and “Savannah” (other words may be included);
- (g) not include the Rock ‘n’ Roll Marathon Series and Rock ‘n’ Roll Savannah logos, and cannot feature, refer to, or mention any companies, its trademarks, or brands;
- (h) be received during the Entry Period (defined below);
- (i) not contain inappropriate, indecent, pornographic, or obscene or profane language or images (which shall be determined by Sponsor, in its sole and absolute discretion);
- (j) not be, or ever have been, submitted in any competition or contest of any kind;
- (k) not require any consent of, or payment to, any third party in order for the Original Design to be used or published as contemplated by these Official Rules;
- (l) not defame, slander, libel, misrepresent, or contain disparaging remarks or any other content that could adversely affect the name, reputation, or goodwill of Sponsor or any other individuals and/or entities affiliated or associated with Sponsor, the Contest, or any prizes, the determination of which shall remain in the sole discretion of Sponsor; and
- (m) must comply with the Web Site Terms of Service, as well as these Official Rules.

If Sponsor determines it is necessary or advisable to make minor, non-material adjustments to an otherwise compliant Original Design to comply with applicable specifications or requirements for use, Sponsor may, in its sole discretion, elect to do so, or may ask the applicable Entrant to do so. If Sponsor requests Entrant to make these adjustments and Entrant chooses not to make these adjustments, the Original Design is subject to disqualification from eligibility in the Contest.

5) Agreement to Official Rules. By entering in the Contest, Entrant represents and warrants that he/she has 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 Contest. Winning any prize is contingent upon fulfilling all requirements set forth in these Official Rules.

6) Entry Period. The entry period for the Contest **begins July 20, 2017 at 12:00 A.M. United States Pacific Time (“PT”), and ends at 12:00 P.M. PT on July 28, 2017** (the “Entry Period”). Sponsor is the official time-keeper for purposes of this Contest.

7) How to Register. To enter the Contest, go to www.runrockroll.com/savannah/news/2017/06/t-shirt-design-contest (“Web Site”) during the Entry Period. **BEFORE YOU WILL BE ALLOWED TO CONTINUE, YOU MUST EXPRESSLY AGREE AND CONSENT TO BE BOUND BY THE TERMS OF SERVICE AND PRIVACY POLICIES OF THE WEB SITE. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT USE THE WEB SITE OR ENTER THE CONTEST.** On the Web Site, follow the on-screen instructions to properly complete, upload your Original Design and submit a registration form for the Contest. Original Designs that do not include all required information and adhere to the Official Rules as determined by Sponsor in its sole discretion will be considered void. Once uploaded, Original Designs will not be returned or acknowledged. Sponsor may, in its sole discretion, remove, delete and/or disqualify any Original Design and/or Entrant it deems inappropriate or otherwise non-compliant. No purchase is requested or required in order to register or enter the Contest or to win any prize.

8) Who the Entrant is; Group Collaborations. The person uploading the Original Design will be deemed the Entrant. If any group elects to collaborate on an Original Design, they are required to designate one (1) person as the agent of the group to be the Entrant, agree to these rules and accept the prize on behalf of the

group. Sponsor is not liable for any disputes between group members or collaborators arising under or related to the Contest or any Original Design.

9) Evaluation of Original Design; Determination of Winners.

Initial Judging. A panel of judges chosen by Sponsor (“Judges”) will evaluate all Original Designs based on the criteria and weighting (the “Judgment Criteria”) set forth below and select two (2) finalists (each a “Finalist”). The Judges reserve the right to increase the number of Finalists if they see fit.

- (a) 40% based on originality and creativity
- (b) 40% based on overall appeal
- (c) 20% based on adherence to the Original Design

Public Evaluation. The Finalists will be announced and be posted, for the public (ages 18 or older) to vote for the its favorite Original Design, at www.runrockroll.com/savannah/news/2017/06/t-shirt-design-contest starting on July 31, 2017, at 12:00:01 A.M. PT and ending on August 2, 2017, at 11:59:59 P.M. PT (“Voting Period”). Each person may vote up to ten times per day during the Voting Period. At the close of the Voting Period, the Finalist that has received the most votes will be the winner (“Winner”). All Finalists and the Winner are subject to verification, including without limitation, verification of eligibility, compliance with these Official Rules and completion of release forms. If attempted notification is returned as undeliverable, if a Finalist or Winner cannot be verified, or if a Finalist or Winner is otherwise unable to accept a prize, the prize will be forfeited and may be awarded to an alternate Finalist provided sufficient time remains, in Sponsor’s discretion.

Two (2) Finalist Prizes. Each finalist prize (“Finalist Prize”) consists of two (2) complimentary entries to any distance race that is part of the Savannah Event weekend, plus two (2) Savannah Event VIP passes for Saturday, November 4, 2017.

One (1) Winner. The Winner Prize (“Winner Prize”) consists of one (1) free shirt based on the Winner’s design and one (1) \$250 gift certificate for the Rock ‘n’ Roll Merchandise Store or Brooks store at the Rock ‘n’ Roll Savannah Health & Fitness Expo (must be spent during November 2-5, 2017).

All Original Designs will be reviewed for content before being published or judged; however, such review does not relieve Entrant from responsibility for compliance with all of the Terms of Service and these Official Rules. Original Designs that do not comply in all material respects with the Terms of Service or these Official Rules or that otherwise contain prohibited, or inappropriate content as determined by the Sponsor, in its sole discretion, will be disqualified and will not be published or considered for prizes. Sponsor makes the final determination as to which Original Designs are eligible to take part in this Contest and be considered for a Finalist Prize. Certain Original Designs may be featured from time to time on the Sponsor’s website during the Entry Period, in Sponsor’s sole discretion; being selected as a featured Original Design is unrelated to the Judging Criteria and does not guarantee selection as a Finalist in the Contest.

10) Prize Terms & Conditions. WINNERS ARE RESPONSIBLE FOR ANY AND ALL FEDERAL, STATE, AND LOCAL TAXES, DUTIES AND FEES ASSESSED AS A RESULT OF RECEIPT OR USE OF ANY PRIZE (OR PORTION THEREOF). Prizes are not transferrable, or redeemable for cash. If any prize is not available due to any cause beyond Sponsor’s control, Sponsor reserves the right to substitute any one or more components of a prize with a different prize or component of equal or greater value. Further, Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be (a) tampering or attempting to tamper with the entry process or the operation of the Contest or any Sponsor or Contest-related website, files, or data; (b) violating the Official Rules; (c) violating the web site terms of

service, conditions of use and/or applicable general rules or guidelines; or (d) acting with intent to annoy, abuse, threaten or harass any other person. Winners are responsible for obtaining and paying for transportation, lodging, meals, and all other incidentals in connection with use of the prizes. All prizes may be subject to additional terms and conditions.

11) Announcement and Notification of Finalists/Winners. Finalists will be announced by phone or email (and, in Sponsor's sole discretion, in any other media). Each Finalist will be notified on July 28, 2017. Notification of Finalist and Winner Prize status must be kept confidential until the Finalists are publicly revealed by Sponsor or your prize will be forfeited. If a Finalist cannot be reached or fails to comply with any of the foregoing requirements, or if the Sponsor determines that such Finalist is ineligible or disqualified for not complying in full with these Official Rules, an alternate Finalist may be selected from the remaining eligible Original Designs based on the same criteria used in the Contest.

12) Affidavit and Releases. As a condition of receiving a prize, potential Finalists may be required to complete, sign, and return, within ten (10) days after the date on which the Entrant receives notice of being a Finalist, an AFFIDAVIT OF ELIGIBILITY, a LIABILITY RELEASE, and, except where prohibited, a PUBLICITY RELEASE. Such documents will include (a) a provision releasing the Sponsor and each of its affiliates, licensees, promotional partners, developers, and third-party marketing entities (collectively, "Sponsor Parties") from any and all liability, (b) a provision that such potential winner understands and acknowledges that Sponsor and its assigns may use his/her Original Design and personal attributes for display in any merchandise (as well as television, Internet, print, and radio advertising and marketing) without attribution or compensation to the Contest winner, his or her estate or heirs, or any other individual or entity, and (c) an agreement not to disparage the Sponsor (or any employee, affiliate, or agent thereof) or otherwise act in an inappropriate, indecent, or obscene manner (as determined by Sponsor in its sole and absolute discretion) in any interviews or public statements in connection with the Sponsor or the Contest.

13) Irrevocable Grant of Exclusive Rights to Original Design; Transfer of Ownership. PLEASE NOTE THAT, BY ENTERING THE CONTEST, YOU ARE GIVING UP SIGNIFICANT AND SUBSTANTIAL RIGHTS IN AND TO YOUR ORIGINAL DESIGN, WHETHER OR NOT YOU ARE A WINNER. Entrant represents and warrants that he/she is the sole creator and copyright owner of his/her Original Design.

- (a) Exclusive License to Original Designs. By entering the Contest, and to the extent allowed by law, the Entrants grant to each of the Sponsor Parties the irrevocable, exclusive, perpetual, sublicensable, royalty-free license and right throughout the world to edit, modify, cut, rearrange, add to, delete from, make derivative works from, copy, reproduce, translate, dub, adapt, publish, display, disseminate, broadcast, transmit, perform, exploit, and use the respective Original Designs and the content of, and elements embodied in, such Original Designs, including without limitation any names, designs, and likenesses, in any and all merchandise, product, services, or media, including but not limited to digital and electronic media, computer, audio, and audiovisual media (whether now existing or hereafter devised), in any language, in perpetuity, and in any manner, whether for advertising, promotional, commercial, or any other purposes without further permission from, review or approval by, or notice, consideration, attribution, or compensation to, Entrant or any third party.
- (b) Transfer of Ownership of Winning Original Designs. By accepting any prize (or any portion thereof) in connection with this Contest, the Entrant grants to Sponsor (or its designee) all of such Entrant's right, title, and interest in and to his/her winning Original Design. Each winning Entrant agrees to execute all documentation, filings, forms, and agreements reasonably requested by Sponsor in order to facilitate or effect the transfer of ownership of such Entrant's Original Design to Sponsor (or its designee). Sponsor will have the exclusive right to, among other things, use or feature the Original Design on merchandise, products, or services that may

be sold or distributed by Sponsor (or its authorized designees). Entrant will have no right to receive any royalties, compensation, or profit share in connection with any such sales or use of Entrant's Original Design.

- (c) No Obligation to Use Original Designs. No Sponsor Party is obligated to use any Original Design in connection with the Sponsor, or for any other use or purpose.
- (d) Moral Rights. Each Entrant unconditionally and irrevocably consents to any act or omission at any time by the Sponsor Parties that would otherwise infringe such Entrant's moral rights (i.e., "droit moral") and present and future rights of a similar nature, whether conferred by statute or otherwise, anywhere in the world whether occurring before or after this consent is given. For the avoidance of doubt, and without in any way limiting the rights of Sponsor (or its designees or affiliates) set forth in or contemplated by these Official Rules, the Entrants agree to the publication of their Original Design.

14) Publicity. Except where prohibited by law, entering the Contest constitutes Entrant's consent for the Sponsor and each of the other Sponsor Parties (defined above) to use and publish Entrant's name, voice, likeness, image, statements, opinions, biographical information, and state of residence for the Contest and all purposes in any media or manner, now known or hereafter devised, without payment, consideration, notice, or approval.

15) General Terms and Conditions. In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to, fraud, virus, bugs, unauthorized intervention or other technical problems, the Sponsor may, in its sole discretion, suspend or modify the Contest to address the impairment and resume the Contest in a manner that best conforms to the spirit of these Official Rules. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules, or otherwise in an improper manner. Any attempt by any person to undermine the operation of the Contest may be a violation of law, and, if such an attempt is made, the Sponsor reserves the right to seek damages from, and equitable remedies against, any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any provision of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to any Original Design, the authorized account holder of the email address indicated upon their submission of his/her Original Design for purposes of this Contest will be deemed to be the Entrant with respect to such Original Design. The "Authorized Account Holder" is the natural person assigned an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses for the web domain associated with the email address used for purposes of the Contest. There are no intended third-party beneficiaries in connection with the Official Rules.

16) Release of Liability; Indemnification.

- (a) Definition. For purposes of these Official Rules, "Damages" shall include any loss, damage, injury, death, harm, liability, settlement, judgment, award, fine, penalty, tax, fee (including any legal fee, expert fee, accounting fee, or advisory fee), charge, cost, or expense.
- (b) Release. Except where prohibited by law, by participating in the Contest each Entrant individually agrees to release and hold harmless, and covenants not to sue Sponsor and its parents, subsidiaries, affiliates, and their respective agents and agencies, and their respective officers, directors, employees, shareholders, partners, members, managers, and agents, and all other Sponsor Parties (collectively, the "Released Parties") from, against, and in respect of any and all claims, causes of action, and Damages directly or indirectly arising out of or in connection with: (i) any unauthorized intervention in the Contest by any person; (ii) any

incorrect or inaccurate entry of information, human error, technical malfunction, lost/delayed data transmission, omission, interruption, deletion, defect, or failure of any telephone, computer or other network, computer equipment, software or any combination thereof, or inability to access any applicable web site or inability to record or upload or download to or from the applicable website, or for late, lost, undeliverable, damaged, misdirected, delayed, inaccurate, stolen, incorrect or incomplete Original Design; (iii) any error in the administration of the Contest, publication of these Official Rules, or the processing of Original Designs; (iv) any cancellation, delay, or impairment of any prize or portion thereof or aspect in connection therewith; (v) any “moral rights” or “droit moral” of such Entrant or unfair contest with respect to use or exploitation of such Entrant’s Original Design; (vi) any violation of any of these Official Rules by any other Entrant; and (vii) any act of nature, insurrection, terrorism, war, rebellion, or any other natural or man-made disaster or calamity.

- (c) **Indemnification.** Except where prohibited by law, by entering the Contest each Entrant individually agrees to indemnify, defend, and hold harmless each of the Released Parties from and against any and all claims, causes of action, and Damages directly or indirectly arising out of or in connection with: (i) any participation (or attempted participation) by such Entrant in the Contest or the Savannah Event; (ii) any Original Design (or attempted Original Design) of any Original Design by such Entrant; (iii) any defamation or infringement of the rights of any party in connection with such Entrant’s Original Design, including without limitation contractual rights, rights of publicity and privacy, trademark, copyright, and patent rights; (iv) any receipt, acceptance, possession, use, or misuse of any prize (or portion thereof) won by such Entrant; and (v) any violation of any of these Official Rules by such Entrant.

17) Limitations of Liability. 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 incurred by the Entrant that are directly related to participating in this Contest, and in no event shall any of the Released Parties be liable for attorney’s fees. IN NO EVENT WILL ANY OF THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR, AND ENTRANT WAIVES, ANY AND ALL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR MULTIPLIED OR INCREASED DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS CONTEST, ANY WEBSITE, ANY ORIGINAL DESIGN, OR ANY PRIZE. WITHOUT LIMITING THE IMMEDIATELY PRECEDING SENTENCE, EVERYTHING ON THE SPONSOR’S WEB SITE (OR ANY OTHER WEBSITE IN CONNECTION WITH THE CONTEST) IS PROVIDED “AS IS” AND WITHOUT WARRANTY OF ANY KIND. WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY.

18) Choice of Forum; Governing Law. Entrant agrees that any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded or not awarded will 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, United States of America. 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 Contest, will be governed by, and construed in accordance with, the laws of the State of Florida, United States of America, 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.

19) Privacy Notice: Information collected from Entrants is subject to Sponsor's Privacy Policy, which is available at <http://competitorgroup.com/privacy-policy>.

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