

OFFICIAL CONTEST RULES

1. Tough Mudder Incorporated (on behalf of itself and its affiliates and subsidiaries, "Sponsor") is sponsoring this "Tough Mudder #ItsAllBeenTraining Contest" (the "Contest"). NO PURCHASE IS NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE WILL NOT INCREASE AN ENTRANT'S CHANCE OF WINNING. By entering this Contest, entrants (individually, "entrant" or "Entrant" and/or collectively, "entrants", "Entrants") agree to fully and unconditionally abide by all terms and conditions of these Official Contest Rules (the "Official Contest Rules") and the decisions of the Sponsor which are final and binding. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

2. Eligibility: The Contest is open to individuals who: (a) are legal residents of one (1) of the fifty (50) United States, the District of Columbia, Canada, Germany, Australia, the United Kingdom, or Ireland ; (b) are at least eighteen (18) years of age or older at the time of entry; and (iii) have a valid Facebook account. Employees and such employees' immediate families (i.e., parents, spouse, children, siblings, grandparents, step parents, step children and step siblings) of Sponsor or Merrell, a wholly owned brand of Wolverine World Wide, Inc. ("Merrell" and collectively with Sponsor, the "Entities"), and each of their respective parent companies, affiliated companies, sponsors, subsidiaries, advertising agencies, third party fulfillment agencies, respective agents, employees, officers, directors, members, successors and assigns (collectively, with Entities, the "Released Parties"), are not eligible to enter this Contest. By participating in this Contest, entrants fully, unconditionally and irrevocably: (a) agree to be bound by these Official Contest Rules and by Sponsor's interpretations of these Official Contest Rules, and the decisions of Sponsor which are final and binding with regard to all matters relating to this Contest; (b) release and hold harmless each of the Released Parties against any and all claims, injury, cost damage or expense (including, without limitation, attorneys' fees and disbursements) arising out of or relating to such entrant's participation in this Contest; and/or (c) use or misuse or redemption any and/or all prizes distributed pursuant to this Contest and (d) agree to comply with these Official Contest Rules.

Timing: The Contest begins on January 4, 2016 at 12:00 a.m. Eastern Time ("ET"), ends on January 31, 2016 at 11:59 p.m. ET (the "Contest Period").

How to Enter: To enter, either 1) visit www.toughmudder.com/its-all-been-training to complete and submit the registration form, and upload the Submission, or 2) Upload the Submission on the Entrant's Twitter or Instagram account including: 1) the hashtag #ItsAllBeenTraining, 2) a tag of @ToughMudder for Twitter or @tough_mudder for Instagram, and 3) Tag at least one friend or family member who was with the Entrant during what's depicted in the Submission. If the Entrant chooses to upload the submission through the Entrant's Twitter or Instagram account, Entrant will receive an auto-response message or comment instructing them to Claim their Entry on www.toughmudder.com/its-all-been-training. Entrant must fill out an Entry form even if the Entrant posts their submission directly to the Entrant's social media accounts. Tough Mudder must approve all Entries before they can be eligible for Prizes. By participating, each Entrant acknowledge they are participating at their own risk and that neither Merrell nor Sponsor is responsible for any physical harm or death that may befall any Entrant as a result of participation in these Contests. By uploading a Submission, the Entrant who created the Submission agree that the Submission conforms to the Photo and Video Guidelines and Content Restrictions as defined below (collectively, the "Guidelines and Restrictions") and that Sponsors, in their sole discretion, may remove your Submission and disqualify you from the Contests if it believes, in its sole discretion, that your Submission fails to conform to the Guidelines and Restrictions.

Photo and Video Guidelines:

- All photo entries must be uploaded as files compatible with Twitter and Instagram

- The maximum length for any video file is 30 seconds or the constraints of the platform;
- The Submission must be submitted without any watermarks; and
- The Submission cannot have been submitted previously in a promotion of any kind;

Content Restrictions:

- The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- The Submission must not disparage Entities or any other person or party affiliated with the Contest;
- The Submission must not contain images or artwork not created by Entrant;
- The Submission must not contain material that is inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous or libelous;
- The 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;
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations of the country where Submission was created; and
- The Submission must not contain unsportsmanlike conduct, extraordinarily dangerous acts, reckless acts, or evidence inexperience in mountain biking in extreme mountain biking conditions.

Limit one (1) Submission per person.

3. SUBMISSION REQUIREMENTS

a. By entering a photo or video of an Entrant doing the most epic thing they have ever done (a "Submission"), the Entrant certifies and represents that each Submission: (i) is Entrant's original video or audio visual content, footage and photographs and does not infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or violate of any applicable law or regulation when used as contemplated in these Official Rules; (ii) has not been previously awarded a prize, or award during any other contest or promotion, (iii) has all rights and licenses necessary to grant to Entities the rights granted in the Submissions and Appearances (defined in 3.d. below); (iv) is not obscene, lewd, profane, pornographic, disparaging, indecent, fraudulent, false, misleading, deceptive, defamatory, vulgar, offensive, discriminatory, hateful, harassing, harmful, violent, threatening, in violation of any applicable law or regulation, does not show illegal or other inappropriate or dangerous behavior, or is not in keeping with the image of the Sponsor brand; (iv) to the extent that the entrant does not have rights to any music, images, video, audio, photos, text, or other material embedded within the Submission, or that other people recognizable appear in the Submission, ("Third Party Materials"), entrant agrees to obtain the appropriate licenses, permissions, and/or releases from the owner of such Third Party Materials. Sponsor may request that entrant provide a completed standard release form for any Third Party Materials as a condition to receiving any additional Prizes; and (vi) entrant's agreement to the terms and conditions of this Agreement will not violate or conflict with any obligations owed by Licensor to a third party.

b. Sponsor does not claim any ownership rights in entrant's Submission nor the Appearances (defined herein), including all intellectual property rights, rights of publicity or privacy and moral rights therein. Sponsor owns all right, title and interest in and to any and all Sponsor Materials (defined herein) (excluding the Submissions and Appearances), including all intellectual property rights, rights of publicity or privacy and moral rights therein. By entering the Contest and/or submitting any Submission, you hereby grant to Sponsor and its licensees, successors and assigns a worldwide, non-exclusive (as described herein), perpetual, irrevocable, transferable, fully paid-up, royalty-free right and license, with the right to sublicense:

c. to use, reproduce, prepare derivative works, copy, adapt, modify, distribute, reference, store, cache, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast and otherwise exploit such Submission, in whole or in part, for commercial or non-commercial purposes, including but not limited to the marketing, promoting and advertising of the Sponsor brand, products and services, monetization of content through advertising, subscription, licensing and other means, including as incorporated in video or audio visual content, text, graphics, artwork, photographs, templates, and other content or materials created by or on behalf of Sponsor (the “Sponsor Materials”), on and through third-party distribution channels; you also grant Sponsor the right to sublicense these rights to third parties for distribution via third party distribution channels, which may include viral distribution of your Submission (Entrant agrees that neither Sponsor nor any third party distribution channels have any obligation to provide any compensation to you for your Submission or the licenses granted herein), in any form, medium or technology now known or later developed, including, but not limited to, the following (collectively, the “Sponsor Network”):

i. Online / Mobile: All forms of transmission over the Internet, mobile carrier networks, satellite networks or other method of connectivity (as defined below), including, without limitation, all forms of streaming technologies and downloads accessible on or through any and all websites, applications, gaming and/or media platforms, social media services and/or other offerings made available by Sponsor and/or third parties;

ii. PR / Industrial / Retail: All public relations, media outreach and/or industrial uses, including, without limitation, the exhibition, performance and other use of the Works and Other Materials at retail establishments (e.g., “point-of-sale” and “point-of-purchase” displays), kiosks, trade shows, conventions, sales and/or marketing meetings and other industrial and/or promotional events;

iii. Print Media: The display and other use of Other Materials in and in connection with all forms of print media, including, without limitation, catalogues, newspaper and magazine articles, editorials, advertising and circulars, merchandise packaging and product manuals;

iv. Out-Of-Home / Transit / Events: The exhibition, display, performance and other use of the Works and Other Materials via all forms of out-of-home advertising (including, without limitation, on billboards, “bus wrappers” and in other public places), in public or private transportation (including, without limitation, airline flights, trains, subway cars, buses, taxis, limousines and “ride-sharing” services) and at public events (including, without limitation, on electronic billboards and video displays at those public events);

v. Television: All forms of television media, whether linear or on-demand (including, without limitation, all forms of local, regional and network broadcast, pay, cable, satellite and internet protocol television);

vi. Other Uses: Any other exhibition, display, performance, communication to the public, distribution, exploitation or other use of the Works and/or Other Materials not set forth above.

d. These Official Rules also governs Sponsor’s use of entrant’s name, nickname, likeness, rights of publicity, voice, live or recorded performance, autograph, photographs and biographical information (“Appearances”) as included in the Submission, to the extent that entrant recognizably appears in the Submission, you grant Sponsor the right to use the Appearances within or in connection with the Sponsor Materials, in any and all media now known or hereafter created, including, but not limited, to the Sponsor Network, as necessary to exercise the rights granted in these Official Rules.

e. If a Submission does not meet the criteria set forth herein, Sponsor may disqualify and discard the Submission either immediately or at any time during the Contest. By entering a Submission, entrants

acknowledge that Sponsor may obtain other submissions, content or materials that are similar or identical in theme, format or other respects to that submitted by the entrant. Entrants acknowledge that, by entering a Submission, Sponsor does not waive any rights to use similar or related ideas, themes, or concepts previously known to Sponsor, or developed by its employees, or obtained from sources other than the entrant. Sponsor has the right to review all Submissions and all Submissions may or may not be posted on the Contest Page or in another media, in Sponsor's sole discretion. By entering a Submission, entrants agree that the Sponsor is not responsible for any unauthorized use of Submissions by third parties. Sponsor does not guarantee the posting of any Submission and reserves the right to take down any Submission for any reason at any time. Entrant waives any right to inspect or approve versions or portions of the Submissions used by Sponsor in the Sponsor Materials as contemplated by this Agreement.

f. No mail-in entries are allowed. Any use of robotic, automatic, programmed or the like entry methods will void all such entries by such methods. There is no limit on the number of times you may enter but each entry must contain a new Submission. Entrants violating any of these Official Rules may be disqualified.

From the time a Submission is submitted, the Sponsor reserves the right to review the Submission before posting it online, or to remove any Submission even after it has been posted. No guarantee is made regarding the length of the review period, or that any particular Submission will or will not be posted. Sponsor reserves the right, in its absolute discretion, to determine if any particular Submission is appropriate for posting. All Submissions that are uploaded and made available for viewing by the general public will be deemed posted at the direction of the entrant within the meaning of the Digital Millennium Copyright Act and the Communications Decency Act.

4. JUDGING AND SELECTION OF WINNERS:

All eligible Submissions will be judged by a panel of judges who are skilled in the fields of creative, marketing, media and advertising. After the conclusion of the Contest, a panel of qualified judges determined by Sponsors in their sole discretion will select the winner with the highest-scoring Submissions from among all eligible Submissions based on the following criteria ("Judging Criteria"):

- Use of Teamwork in the Submission (25%);
- Perspective and Degree of Difficulty (25%);
- Emphasis on Teamwork, Adrenaline, and Fun (25%); and
- Overall Storytelling around campaign theme "It's All Been Training" (25%).

In the event of a tie, the judges, in their sole discretion, will select the winner(s). Entities reserve the right not to select a winner if, in its sole discretion, it does not receive an eligible and qualified Submission.

5. PRIZES:

One (1) Grand Prize Winner: 1) An up to \$5,000 USD Travel Voucher toward a Trip For Two to a Tough Mudder or Tough Mudder Half 2016 event ARV: Up to \$5,000 USD, 2) A \$500 Merrell gift certificate towards training gear, 3) A drone highlight video of entrant participating in a 2016 Tough Mudder or Tough Mudder Half, 4) Reimbursement of up to \$200 USD if the Winner chooses to get a genuine ink tattoo of the Tough Mudder logo or other related brand artwork on their body following the contest. Proof of tattoo authenticity and receipt from tattoo parlor must be submitted to TMHQ within (6) months of winning the Grand Prize in order to receive a full reimbursement.

Four (4) Weekly Winners: Ultimate Training Package courtesy of Merrell and Tough Mudder(1 winner per week through the month of January 2016) ARV: \$500 USD.

Odds of winning depend on the total number of eligible entries received for this Contest. The Grand Prize will be fulfilled on or around January 31, 2016 and the Weekly Winners will be fulfilled each week during the month of January 2016. If any of the selected winners cannot be contacted or is ineligible, the prizes may be forfeited and an alternative winner may be selected from the remaining valid, eligible Submissions. Prizes are non-transferable. Sponsor will provide the Grand Prize winner with an STA travel gift voucher that may be redeemed for travel expenses for the Entrant and one other person up to Five Thousand Dollars (\$5,000 USD) toward a single trip taken to one of Tough Mudder's 2016 Tough Mudder or Tough Mudder Half events. The ARV is subject to change based on current market conditions at time of prize fulfillment. Any difference between the approximate retail value ("ARV") and the actual value, if any, will not be awarded. No other substitution, transfer or cash equivalent is permitted. The Sponsor, in its sole discretion, reserves the right to change or replace prizes at any time with prizes of greater or comparable value. The value of prizes may be taxable as income. Prize winners are solely responsible for all applicable federal, state and local taxes that become due. The Winner must provide a social security number for 1099/income tax filing purposes prior to the fulfillment of any prize.

6. NOTIFICATION OF WINNERS: The winners will be announced on the Sponsor's social media pages (Facebook, Twitter, Instagram) or notified individually via email. The winners will also be individually notified via email on day of announcement and may be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release within ten (10) days of date of receipt. Should there be any question as to originality of a winning Submission, or in the event that ownership of Submission cannot be satisfactorily determined by Sponsor, Sponsor reserves the right to revoke a prize and disqualify the Submission. Without limiting any other terms of these Official Rules, if a potential winner cannot be contacted, is ineligible, fails to claim a prize and/or where applicable an affidavit of eligibility and publicity/liability release is not timely received, is incomplete or modified, the prize may be forfeited and awarded to an alternate winner. In the event of a dispute regarding the identity of a prize winner, the entry will be deemed submitted by the Authorized Account Holder of the email account specified in the 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 e-mail addresses for the domain associated with the submitted e-mail address. No automatically generated entries will be accepted.

7. GENERAL RULES: By entering the Contest, entrants agree to be bound by these Official Rules. The Contest is offered by Tough Mudder Incorporated, 15 MetroTech Center, 7th Floor, Brooklyn, NY 11201, which is not responsible for (a) late, lost, delayed, damaged, postage-due, incomplete, illegible, misdirected or undeliverable entries, responses, or other correspondence, whether by email or postal mail or otherwise, (b) theft, destruction, unauthorized access to or alterations of entry materials, or (c) phone, electrical, network, computer, hardware, software program or transmission malfunctions, failures or difficulties.

Entrants, by participating in this Contest, further agree to waive, release, indemnify, defend and hold harmless Sponsor and its affiliated companies and subsidiaries and their directors, officers, employees, sponsors and agents, including advertising and promotion agencies, and assigns, and any other organizations related to the Contest, including, but not limited to, non-sponsors (together, the "Released Parties"), from and against, any claims, injuries (including death), loss, expenses or damages and/or liabilities of any nature that in any way arise in whole or in part from the acceptance, possession, use or enjoyment of a prize or parts thereof, participation in the Contest, or in any prize-related activity, including, without limitation, any (i) condition caused by events beyond Sponsor's control that may cause the Contest to be disrupted or corrupted, (ii) injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of the prize, or acceptance, possession, or use of the prize, or from participation in the Contest, (iii) printing or typographical errors in any materials associated with the Contest, (iv) electronic, network or computer

failures or malfunctions, or other hardware, software or technical errors of any kind, including undeliverable messages resulting from any form of active or passive email filtering by a user's Internet service provider, lost, late, delayed, inaccurate, incomplete, or misdirected messages, any injury or damage to any person's computer related to, or resulting from, participation in the Contest or for other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest or the processing of Submissions. The Grand Prize winner may also be a Weekly Winner.

IN NO EVENT WILL SPONSOR BE LIABLE TO ENTRANTS FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH ENTRANTS' PARTICIPATION IN THE CONTEST, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SPONSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

8. **ADDITIONAL CONDITIONS:** Except where prohibited by law, by participating in the Contest, each entrant consents to the use by Sponsor and its related and affiliated companies of his/her name, address (city, state), photograph, likeness, biographical information, Submissions, entry and/or statements made by or attributed to the entrant (if true) relating to Sponsor or to the Contest for advertising, publicity and promotional purposes in any and all media now or hereafter known, worldwide in perpetuity, without further notice, permission and/or compensation. Submissions will not be acknowledged or returned. Allow six (6) to eight (8) weeks for delivery of prizes.

Sponsor reserves the right, without liability to entrant, to cancel, suspend or modify the Contest (or any portion thereof) in its discretion and at any time if it is determined that fraud, misconduct, or technical failures have corrupted the administration, security, integrity or proper administration of the Contest, in which case prizes will be awarded in a fair and equitable manner among eligible entries received that are not affected by the problem, to the extent possible. Sponsor reserves the right in its sole discretion to disqualify any entrant or winner (and void all associated Submissions) if fraud or tampering with a Submission is suspected, or if the individual fails to comply with any requirement of participation as stated in the Official Rules. The Contest is subject to these Official Rules and all applicable federal, state and local laws. As stated above, the Contest is void where prohibited or restricted by law. By participating in this Contest, you acknowledge that you have read these Official Rules and agree to abide by them and by the decisions of the judges, which are final and binding on all matters pertaining to the Contest. Headings are provided for convenience only. These Official Rules are governed by New York law, without reference to rules governing choice of laws. Any action, suit or case arising out of, or in connection with, this Contest and these Official Rules must be brought in exclusively in the state or federal courts located in New York, and you hereby consent and waive any objection to the jurisdiction of said courts for any such dispute. By making a Submission, you agree that (i) any and all disputes, claims, and causes of action arising out of or in connection with the Contest, or any prizes awarded, shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorney's fees; and (iii) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses.

9. **PERSONAL INFORMATION:** Sponsor may collect personal data about entrants online, in accordance

with its privacy policy and as may be more specifically set forth in these Official Rules. Please review these Official Rules and Sponsor's privacy policy at www.toughmudder.com/privacy-policy. Except to the extent restricted by applicable law, by participating in the Contest, entrants hereby agree to Sponsor's collection and use of their personal data and acknowledge that they have read and accepted these Official Rules and Sponsor's privacy policy. Entrants have a right to access, review, rectify or cancel any personal data held by Sponsor by emailing Sponsor at info@toughmudder.com. BY SUBMITTING AN ENTRY TO THE CONTEST, THE ENTRANT AGREES THAT SPONSOR MAY ADD ENTRANT'S EMAIL ADDRESS TO SPONSOR'S EMAIL DATABASE.

10. Requests for the Names of the Winner and the Official Rules: To request the name of the winner and/or a copy of these Official Contest Rules, please send a self-addressed stamped envelope by March 1, 2016 to: Tough Mudder Incorporated, The "Tough Mudder #ItsAllBeenTraining Contest", 15 MetroTech Center, 7th Floor, Brooklyn, NY 11201. Please note on the front left-hand corner of your outer envelope whether you are requesting the "Official Contest Rules" or the name of the "Winner".