

**Brooks® #thankyourunning Sweepstakes
Official Rules**

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW OR REGULATION. ENTRANT MUST BE 21 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY. You are providing your information to Brooks Running and not to Twitter or Instagram and the information you provide will only be used in accordance with the Brooks Running privacy policies, which may be found here: http://www.brooksrunning.com/en_us/privacy-policy.html

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Twitter or Instagram.

1. Eligibility: The Brooks® #thankyourunning Sweepstakes (“**Sweepstakes**”) is open only to legal residents of the fifty (50) United States and the District of Columbia, legal residents of Canada (excluding residents of Quebec) twenty one (21) years of age or older at the time of entry. Employees, officers, directors and agents of Brooks Sports, Inc. (“Brooks”) (“**Sponsor**”), and Cohen-Friedberg Associates, LLC, (“**Administrator**”) and their respective parents, subsidiaries, affiliate companies and advertising and promotion agencies and prize suppliers, as well as the immediate family (spouse, and parents, siblings, and children and their respective spouses, regardless of where they reside) and household members of each such employee, whether or not related, are not eligible. Subject to all applicable federal, state, and local laws, and regulations. **Void where prohibited.**

2. Sponsor and Administrator: Brooks Running, 3400 Stone Way North, 5th Floor, Seattle, WA 98103. Administrator: COHEN-FRIEDBERG ASSOCIATES, LLC, Framingham, MA 01702 www.cfapromo.com.

3. Agreement to Official Rules: Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s and Administrator’s decisions, which are final and legally binding in all matters related to the Sweepstakes.

4. Timing: (a) The Sweepstakes entry period begins on Wednesday, August 12, 2015 at 12:01:00 a.m. Pacific Daylight Time (“PDT”) and ends on Tuesday, August 25, 2015 at 11:59:59 p.m. PDT (the “**Entry Period**”). Administrator’s computer server is the official time-keeping device for the Sweepstakes. **(b) Winner Selection and Notification:** There will be one drawing to award eleven (11) prizes; one (1) grand-prize winner and ten (10) runner-up prizes. Potential winners will be notified by email or phone using the contact information provided at the time of entry. Sponsor shall have no liability for any notification that is lost, intercepted or not received for any reason. If, despite reasonable efforts any prize notification is returned as unclaimed or undeliverable, such potential winner will forfeit prize and at Sponsor’s discretion, an alternate potential winner may be selected (time permitting). Alternate winner will be randomly selected from all remaining eligible entries received (“**Alternate Winner**”). If any potential winner is found to be ineligible, or if has not complied with these Official Rules or declines a prize for any reason, such potential winner will be disqualified and at Sponsor’s discretion, an Alternate Winner may be selected.

5. Prizes: Only the following prizes will be awarded in this Sweepstakes:

One (1) Grand Prize Trip for Two (2) to Amsterdam: Prize includes the following:

- Roundtrip air transportation for two (2) (awarded in the form of two (2) \$1,000 travel vouchers). Approximate retail value not to exceed \$2,000 USD in total.
- Two (2) tickets for the European Athletics Championships in Amsterdam, Major Events Outdoor Competitions on July 9 & 10, 2016. Approximate retail value \$575 USD.
- Three (3) nights double occupancy hotel accommodations. Approximate retail value \$580 USD.
- Two (2) tickets for an Amsterdam City Tour (subject to change and based on availability). Approximate retail value \$220 USD, or equivalent depending on tour availability at time of trip.

Total approximate retail value of this prize package \$3,375 USD

Winner and travel companion must have valid travel documents (e.g., government issued I.D., passport, major credit card, etc.) along with any other travel requirements in order to travel to the prize destination prior to departure, and failure to do so may result in forfeiture of prize. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Winner and his/her travel companions are solely responsible for satisfying all legally required conditions of travel. Winner must have a major credit card to check in to the hotel. Sponsor is not liable for any expenses incurred as a consequence of flight cancellation or delay or any weather or airline issues that prevent the prize winner and travel companions, if applicable, from traveling, in which event any missed portion of the prize is forfeited in its entirety and no substitution will be provided. All expenses and incidental travel costs associated with prize acceptance and use not expressly stated in the package description above as being provided, including but not limited to, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, travel of other type of insurance, taxes or other expenses are the responsibility solely of winner. If the winner's travel companion is a minor, the winner or travel companion must be traveling with a parent or legal guardian.

Eight (8) U.S. and Two (2) Canada only Runner-Up Prizes: Each winner will receive Head-To-Toe Brooks Running Gear. Winner may select either prize package below:

PRIZE PACKAGE A) Women's Outfit:

- UpRise/UpLift Crossback Bras (a/b or c/d style)
- Glycerin 13 or Ghost 8
- GoTo Tank or FlyBy SS
- Streaker Capri or Racey 2.5" Shorts
- Surge Crew
- Seattle Collapsible Hat

Approximate retail value of this prize package not to exceed \$389 USD.

PRIZE PACKAGE B) Men's Outfit:

- Glycerin 13 or Ghost 8 shoes
- FlyBy SS or Streaker SS
- Sherpa 7" 2in1 Short or Sherpa 5" Short
- Surge Crew
- Seattle Collapsible Hat

Approximate retail value of this prize package not to exceed \$322 USD.

Total approximate retail value of all prizes not to exceed \$7,265 USD.

Sponsor will not replace any lost, mutilated, or stolen prizes. Prizes are non-transferable, non-refundable, and no substitutions will be made except as provided herein, in the Sponsor's sole discretion. Prizes are not redeemable for cash. Sponsor reserves the right to substitute a particular prize for one of comparable or greater value. Winners are responsible for any and all applicable local, state, and/or federal taxes and fees.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Sweepstakes. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

Limit one (1) prize per person or household.

Odds/Drawing Date: Odds of winning depend on the number of eligible entries received during the Entry Period. A random drawing will be conducted on or about August 28, 2015 by the Administrator. Conduct of the Sweepstakes and the drawing are under the supervision of the Administrator.

6. How to Enter: You may enter this Sweepstakes via Instagram, Twitter or the Sponsor's Sweepstakes page. If you enter via Instagram or Twitter, if your social media account is set to "protected mode" or "private" your entry may not be visible and thus may not be received by Sponsor. Your Instagram or Twitter profile must be set to "public."

No matter which form of entry you select;

1. You must submit an original 15-second video or photo showcasing your #thankyourunning story (submission representing your running journey and why you're thankful to have it in your life) ("**Eligible Entry**"). Entrant must have permission from all individuals that appear in the video or photo (if any) to use their name and likeness in the entry and to grant the rights set forth herein. If requested, entrant must be able to provide such permissions in a form acceptable to Sponsor.

2. Your original video or photo may be in color or black & white.
3. Partial or incomplete/piecemeal submissions on Instagram and Twitter without the hashtag #thankyourunning WILL NOT BE ACCEPTED as Sweepstakes entries and shall not be eligible for any prize.
4. All submitted videos and photos will authorize Brooks to reshare or repurpose content on their social channels, and will be reviewed by the Sponsor prior to being made public (see Entry Notes below).
5. Limit: One (1) unique video or photo entry per person or email address per day.

Posting a photo or video on Instagram and Twitter requires a mobile device and therefore message and data rates may apply.

Entry Notes: There are three (3) ways to enter this Sweepstakes:

Follow these easy steps to enter:

- **Instagram:** Follow @brooksrunning on Instagram and upload a video or photo with a caption and tag it with #thankyourunning. Within 24 hours your video or photo will be reviewed for compliance and if approved you will receive an auto-response which will point you to a unique URL to “claim” your video or photo entry. Click on the link to authorize Instagram to access the account in order to use the video or photo in the Sweepstakes. Once you “claim” your Eligible Entry you will be prompted to complete the process by filling in the required information on the entry form. Once you complete the registration, if approved your eligible entry will appear on the Sponsor’s “Gallery” page located at www.thankyourunning.com and will be included in the Sweepstakes. Instagram’s terms of use (<http://instagram.com/about/legal/terms/#>) apply.
- **Twitter:** Follow @brooksrunning and/or @BrooksRunningCA on Twitter depending which country you’re located in and tweet an Eligible Entry and tag it with #thankyourunning. Within 24 hours your video or photo will be reviewed for compliance and if approved you will receive an auto-response which will point you to a unique URL to “claim” your video or photo entry. Click on the link to authorize Twitter to access the account in order to use the video or photo in the Sweepstakes. Once you “claim” your Eligible Entry you will be prompted to complete the process by filling in the required information on the entry form. Once you complete the registration, if approved your eligible entry will appear on the Sponsor’s “Gallery” page located at www.thankyourunning.com and will be included in the Sweepstakes. Twitter’s terms (<https://twitter.com/tos>) apply.
- **Sponsor’s Sweepstakes Page:** Visit www.thankyourunning.com and complete the entry form including uploading an Eligible Photo

Entry. Once you complete the registration, within 24 hours your video or photo will be reviewed for compliance and if approved your eligible entry will appear on the Sponsor's "Gallery" page and will be included in the Sweepstakes.

Entries in excess of any stated limitation and entries generated by script, macro or other automated means or any means that subvert the entry process will be void.

Prohibited Content:

Videos and photos must be the original work of the participants and not violate the rights of any other party, including but not limited to intellectual property rights or rights of privacy/publicity.

Entry submissions may not contain, as determined by the Sponsor, in its sole discretion, any material that:

- a) is sexually explicit or suggestive; violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- b) promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- c) is obscene or offensive; endorses any form of hate or hate group; appears to duplicate any other video or photo submission;
- d) defames, misrepresents or contains disparaging remarks about other people products or companies;
- e) contains any personal identification, such as personal names or e-mail addresses;
- f) communicates messages or images inconsistent with the positive images and/or good will to which we wish to associate;
- g) infringes the rights of any third party; and/or
- h) violates any law.

7. Winner Requirements: Acceptance of prize shall constitute winner's agreement and consent to Sponsor's and its designees' use of winner's name, city, state, country, likeness, photo (including, without limitation, social media platform profile photo), avatar, and/or prize information in connection with this Sweepstakes for promotional, advertising or other purposes, in any manner, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law. If any prize winner is a resident of Canada, winning entrant will be required to first correctly answer a mathematical skill-testing question without assistance of any kind (whether mechanical or otherwise) within a 2-minute time limit in order to be eligible to win prize. The question will be administered by phone within two (2) business days following the drawing. If entrant cannot be contacted and the skill testing question administered, the prize will be forfeited and an alternate entrant will be selected. Grand Prize winner will be required to sign an affidavit of eligibility/publicity and liability release and W-9 tax payer request for identification, and return it to the Administrator properly executed, within five (5) days of attempted notification as a condition of awarding the prize.

8. Release of Liability / Conditions of Participation.

A. Transmission of Information. Released By participating, entrant indemnifies, releases and agrees to hold harmless Sponsor, Administrator, Instagram, and Twitter (**the “Released Parties”**). Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in this Sweepstakes; (2) technical failures of any kind, including, but not limited to, malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or this Sweepstakes; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of this Sweepstakes, the uploading, the processing or random selection of entries, the announcement of the prizes or in any Sweepstakes-related materials; (5) late, lost, garbled, misdirected, inaccurate, incorrect, undeliverable, damaged or stolen entries or mail; (6) costs associated with claiming or redeeming the prizes; nor (7) loss or damages resulting from an entrant’s connection to the internet via any of the websites contained herein. Released Parties are not responsible for any incorrect, mistranscribed, misdirected or undeliverable entries, E-mail transmissions, incorrect announcements of any kind, or for any technical problems of any kind, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Sponsor assumes no responsibility for late, lost, incomplete, inaccurate or damaged entries, or undeliverable E-mails resulting from any form of active or passive E-mail filtering by a user's Internet service provider and/or E-mail client or for insufficient space in user's E-mail account to receive E-mail. Sponsor does not accept responsibility for any damage (whether material or non-material) caused to entrants, to their computer equipment or to data which is stored on them, or to their personal, professional or commercial activities. Proof of submitting entries will not be deemed to be proof of receipt by Sponsor or Administrator.

B. Fraud; Reservation of Rights. Sponsor reserves the right to cancel, suspend, and/or modify this Sweepstakes, or any part of it, if any fraud, technical failures or any other factor impairs the integrity or proper functioning of this Sweepstakes, as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine winners from among all non-suspect, eligible entries received up to time of such action or as otherwise deemed fair and appropriate by Sponsor. Administrator, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the entry process or the operation of this Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated entries. The preceding in no way precludes Sponsor from taking other actions against such individuals so as to protect its rights. Sponsor’s failure to enforce any provision of these Official Rules in a given circumstance does not constitute the waiver of such provision.

C. Release and Indemnity. By participating, entrant indemnifies, releases and agrees to hold harmless the Released Parties, their parents, affiliates and subsidiaries, and other entities involved in the development / production / administration of the Sweepstakes, and the directors, officers, agents, representatives, shareholders, employees, successors and assigns of any of the above organizations, from any and all liability for loss, harm, damage, injury, cost or expense whatsoever, including without limitation,

property damage, personal injury (including emotional distress), and/or death, arising from participating in the Sweepstakes, any Sweepstakes-related activity and/or acceptance, receipt, possession or use/misuse of any prize and for any claims or causes of action based on publicity rights, defamation or invasion of privacy and merchandise delivery.

9. FORCE MAJEURE. If, for any reason, the Sweepstakes (or any part thereof) is not capable of running as planned by reason of computer virus, bug, system malfunction, tampering, unauthorized intervention, fraud, technical failures, fire, flood, storm or other natural cataclysm, riot, strike, civil commotion, governmental regulation or any other causes beyond the control of Sponsor which, in its sole opinion, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes (or any part thereof), Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes and conduct the Sweepstakes selecting the prize winner(s) for affected Sweepstakes judging from among all eligible entries received for such affected Sweepstakes Period drawing(s) prior to the action taken by Sponsor or otherwise in a manner which is fair, equitable and in accordance with these Official Rules, as determined by Sponsor in its sole discretion.

10. DISPUTE RESOLUTION/GOVERNING LAW. To the fullest extent permitted by law, by participating in the Sweepstakes, you agree that: (a) any action at law or in equity arising out of or relating to these Official Rules or this Sweepstakes shall be filed exclusively in the federal or state courts of Washington, and you hereby consent and submit to the personal and exclusive jurisdiction of such courts for the purposes of litigating any such action; (b) any such action shall be resolved individually, NOT as part of a class action; (c) any claims/judgments/awards shall be limited to actual out-of-pocket costs incurred in entrant's entry into the Sweepstakes (if any), but NOT attorneys' fees, special damages, punitive damages, or consequential damages of any kind (including lost wages). These Official Rules and this Sweepstakes shall be governed by the internal, substantive laws of the State of Washington, without regard to principles of choice of laws/conflict of laws of Washington or of any other jurisdiction.

11. Entrant's Personal Information: Information collected is subject to Sponsor's Privacy Policy, located at: http://www.brooksrunning.com/en_us/privacy-policy.html
You understand that you are providing your information to the Sponsor.

12. Winners List: For winners list (available after 9/21/15), send a SASE to: The Brooks #thankyourunning Sweepstakes winners, PO Box 2312, Framingham, MA 01703-2312, for receipt by 9/21/15.