

## 2017 Merrell® and Tough Mudder® Epic Giveaway – Official Rules

1. **Description.** The 2017 Merrell® and Tough Mudder® Epic Giveaway (the “Contest”) begins at 00:01 am ET on February 21, 2017, and ends at 11:59 pm ET on March 8, 2017 (the “Contest Period”). By participating in the Contest, participants (or, if a minor in their place of residence, the participant’s parent or legal guardian on his or her behalf) unconditionally accept and agree to comply with and abide by these Official Rules and the decisions of Sponsors (as defined in Section 9), which shall be final and binding in all respects. Receipt of a prize is contingent upon fulfilling all requirements set forth herein.
2. **Eligibility. NO PURCHASE NECESSARY.** Must be eighteen (18) years of age or older at the time of entry and a legal resident of the United Kingdom mainland. Employees, officers, and directors of Sponsors, their respective parents, subsidiaries, and agents, as well as the immediate family (defined as parents, spouses, children, siblings, and grandparents) and household members of each such employee, officer, and director are not eligible. Void where prohibited by law. All federal, state and local laws, rules and regulations apply.
3. **How to Enter.** To enter, you must: (a) have an Instagram® account during the Contest Period, (b) follow Sponsors on Instagram at @MerrellUK and @Tough\_Mudder, (c) between February 21, 2017 and February 27, 2017, post of photo to Instagram showing how you are enjoying the ordinary (the “Photo”), and (d) tag the Photo on Instagram with @MerrellUK and @Tough\_Mudder. Incomplete entries and those containing invalid e-mail addresses or hashtags will be disqualified and removed from the Contest. **NO LIMIT ON NUMBER OF ENTRIES.** Any attempt to enter using multiple/different email addresses, identities, registrations and logins, or any other methods will void all of an entrant’s entries and that entrant will be disqualified. Use of any automated system to participate is prohibited and will result in disqualification.

Entries become the exclusive property of Sponsor and will not be acknowledged or returned. By entering the Contest, you grant Sponsor a perpetual, worldwide, royalty-free, irrevocable, non-exclusive license to reproduce, distribute, display, exhibit, transmit, broadcast, televise, digitize, feature on footwear, and otherwise use the Photo in any manner, form, or format now or hereinafter created, including on the internet, and for any purpose, including, but not limited to, advertising or promotion of Sponsor and its goods or services, and to use your name, likeness, and photograph in connection therewith, all without further consent from or payment to you. You further acknowledge that notwithstanding the foregoing sentence, Sponsor has no obligation to use your Photo in any manner or for any purpose.

4. **Representations and Warranties.** By participating in the Contest, you warrant and represent that: (a) the Photo is your original work, and you are the sole and exclusive owner of all intellectual property rights in and to the Photo; (b) use of the Photo as described in these Official Rules will not infringe the intellectual property or other rights of any third party, or violate any federal, state, or local laws or ordinances; (c) the Photo is not obscene or libelous, and does not contain anything defamatory or derogatory; (d) the Photo does not contain any virus, spyware, malware, trap door, worm, or any other device, mechanism or code that is injurious or damaging to software or hardware used in conjunction with the

Contest; and (e) you have the right to grant the license in Section 3 above. Entries not satisfying these criteria in any respect will be disqualified and removed from the Contest.

5. **Winner Selection.** **Daily Prize Winners:** On each day from February 22, 2017, through February 28, 2017 (the “Contest Entry Period”), Sponsors will conduct a random drawing to select one (1) Daily Prize winner from among all eligible entries received through the date prior to the drawing. **Grand Prize Finalists:** on or about February 28, 2017, a panel of judges designated by Sponsors will select three (3) Grand Prize Finalists from among all eligible entries received during the Contest Entry Period, based on the following criteria: (a) creativity (50%), and (b) originality (50%). **Grand Prize Winners:** following the end of the Contest Entry Period and the selection of the Grand Prize Finalists, and for a period expected to last from March 2-8, 2017 (the “Voting Period”), Sponsors will post the Grand Prize Finalist entries (including the Photos) on [www.toughmudder.com](http://www.toughmudder.com) and [www.merrell.com/UK](http://www.merrell.com/UK). Registered members of the public will have the opportunity during the Voting Period at those websites to cast one (1) vote for their favorite Photo, and the Grand Prize winner will be the Photo that receives the highest number of votes during the Voting Period.

Any attempt during the Contest Period to create false votes, automatically-generated votes, or otherwise tamper with, distort, or manipulate the voting process, all as determined by Sponsor in its sole discretion, will result in immediate disqualification. In addition, Sponsor may disqualify any entry and/or Photo, in its sole discretion, if it determines that the entry and/or Photo received votes in exchange for compensation or other consideration.

Odds of winning a prize depend on number of eligible entries received. Prize winners will be notified by e-mail, may be required to complete and return an eligibility affidavit and liability/publicity release. If the potential winner cannot be contacted within two (2) days after selection, does not meet the eligibility criteria, does not fully comply with these Official Rules, or fails to sign and return the affidavit and/or release, then the potential winner forfeits the prize and an alternate winner will be selected.

If a prize winner is considered a minor in his or her jurisdiction of residence, the prize will be awarded in the name of, or to, the winner’s parent or legal guardian, who must accept the prize, execute any required documents, and agree to all obligations and undertakings of the winner, both on behalf of himself/herself and winner, or the prize may be forfeited and awarded to an alternate winner. Under no circumstances will a prize be awarded as the result of an entry by an individual under 13 years of age.

6. **Prizes.** **Seven (7) Daily Prizes:** each consisting of one (1) pair of Merrell All Out Crush TM footwear. Approximate retail value (“ARV”) of each Daily Prize is US\$110. **Three (3) Grand Prize Finalist Prizes:** each consisting of a package of Merrell footwear and apparel. ARV of each Grand Prize Finalist Prize is US\$350. **One (1) Grand Prize:** consisting of a trip for the Grand Prize winner and one (1) guest to Lake Tahoe, Nevada from June 8-12, 2017, to participate in a Tough Mudder Adventure organized by Sponsors and taking place on June 10-11, 2017 (the “Event”), including: (a) round-trip, coach class airfare from a major airport near the Grand Prize winner’s home (as determined by Sponsor in its sole discretion) to Reno, Nevada; (b) round trip airport transfers from Reno to Lake Tahoe; (c) hotel

accommodations for four (4) nights in Lake Tahoe (single room, double occupancy); and (d) a package of Merrell footwear and apparel, including one (1) pair of AO Crush footwear, Compression, Moad FST or Siren QT, one (1) pair of casual footwear, one (1) rain jacket, and one (1) t-shirt; (e) meals to include three (3) dinners, two (2) lunches, and two (2) breakfasts; (f) two entry tickets to the Event; (g) and a travel allowance of US\$500. ARV of Grand Prize is US\$3,175.00.

Additional terms and conditions may apply to any gift cards, promotional codes, or similar prizes awarded. Prizes are non-transferable, and may not be substituted for cash. Sponsor, in its sole discretion, may substitute a prize (or prize component) of equal or greater value due to unavailability of prize (or prize component) for any reason.

Actual value of the Grand Prize depends upon the location of the Grand Prize winner's residence as well as costs of airfare and accommodations at the time of reservation. Grand Prize winner and travel guest must travel together on the same itinerary, which must be booked through Sponsor's travel agency and take place from June 8-12, 2017. Sponsors will make all trip arrangements, including airline and itinerary selection, in their sole discretion. Sponsors are not responsible, and will not provide a refund or other compensation, for any cancellations or postponements of any prize component, including flights. All taxes, costs, and expenses incurred by the Grand Prize winner or his/her travel guest in claiming or using the Grand Prize not specifically described herein are their sole responsibility, including but not limited to any shots and required travel documentation, visas, or passports.

Travel guest must meet all eligibility requirements of this Contest (including minimum age), and will be required to sign an affidavit of eligibility and/or liability release prior to traveling.

The Grand Prize winner and his/her travel guest must not be under any legal or physical impediment that would prevent them from accepting the Grand Prize or participating in the Event, and must be able to accept the Grand Prize and participate in the Event on the date or dates specified by Sponsors. Otherwise, the Grand Prize will be forfeited and Sponsors may select an alternate winner, at their discretion, in a manner comparable to the selection of the original Grand Prize winner.

7. **General Conditions.** All taxes and other expenses are the sole responsibility of the winner. Neither Sponsors nor Instagram are responsible or liable for, and entrants (or, if a minor in their place of residence, the participant's parent or legal guardian on his or her behalf) completely release and hold Sponsors and Instagram harmless against: (a) illegible, incomplete, damaged, misdirected, stolen, late, or lost Entry Forms; (b) network, internet, or computer malfunctions or damage related to or resulting from participating in the Contest; (c) any condition caused by events beyond the control of Sponsors which may cause the Contest to be disrupted or corrupted; or (d) any injuries, losses or damages of any kind caused by the prize or resulting from acceptance or use of the prize, or from participation in the Contest. Any entrant attempting to defraud or in any way tamper with this Contest, including but not limited to using automated processes for entry, will be ineligible. If for any reason the Contest is not capable of running as originally planned, including but not limited to technical corruption or non-authorized human intervention, Sponsors in their sole discretion reserve

the right to modify or cancel the Contest. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

8. **Release.** By receipt of any prize, winner (or, if a minor in his/her place of residence, the winner's parent or legal guardian on his or her behalf) agrees that Sponsors, Instagram, their respective parents, subsidiaries and affiliated companies, and the agents, employees, directors and officers of these companies, are not liable whatsoever for any injuries, losses or damages of any kind resulting in whole or in part, directly or indirectly, from the acceptance, possession, use or misuse of any prize or from winner's participation in the Contest.
9. **Sponsors.** The Sponsors and administrators of this Contest are Merrell, a brand of Wolverine Europe Limited, King's Place, 90 York Way, London, N1 9AG ("Merrell"), and Tough Mudder, Inc., 15 MetroTech Center, 7th Floor, Brooklyn, New York 11201 ("Tough Mudder," and together with Merrell, "Sponsors").
10. **Winners List.** Names of prize winners may be requested by sending a self-addressed, stamped envelope by June 30, 2017 to Merrell to the attention of "2017 Merrell® and Tough Mudder® Epic Giveaway."
11. **Privacy Policy.** By participating in this Contest, entrants (or, if a minor in their place of residence, the participant's parent or legal guardian on his or her behalf) agree to the collection and use of their information in accordance with Sponsors' Privacy Policies, available at [www.Merrell.com/UK](http://www.Merrell.com/UK) and <http://toughmudder.com/privacy-policy> including receiving marketing messages as set forth in such policies. When processing personal data, the Sponsor will comply with the provisions of the Data Protection Act 1998. Personal data will be taken where necessary from all entries received from participants but shall be limited to the details reasonably necessary for the administration of the Competition and the awarding of and participation in the prizes set out in clauses 5 and 6 and publicity set out in clauses 3 and 6. This information may be shared with the Sponsor's parent, subsidiaries, affiliates, and/or any other entities reasonably involved with the Competition, and used for marketing purposes.