# THE 2017 WILSON OFFICIAL GEAR GIVEAWAY ("the Giveaway")

## **OFFICIAL RULES**

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING. ENTRY IN THIS GIVEAWAY CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES. EACH PRIZE WINNER IS ONLY ELIGIBLE TO WIN ONE PRIZE IN THE GIVEAWAY.

Sponsor (organizer): Wilson Sporting Goods Co., a Delaware corporation, with a principal office at 8750 W. Bryn Mawr Ave., Chicago, IL 60631 USA; telephone: +1 773-714-6400

## 1. Eligibility:

You must be 13 years or older and a legal resident of any of the following: the 50 United States or the District of Columbia. Void where prohibited or restricted by law. Void in overseas U.S. territories, possessions, commonwealths and military installations, and where prohibited or restricted by law. Employees, officers, directors, and agents of Wilson Sporting Goods Co. and their affiliates, subsidiaries, advertising and promotional agencies, sponsors, licensees, and any entity involved in the development, production, implementation, administration or fulfillment of the Giveaway (all of the foregoing, together with Sponsor, collectively referred to as "Sponsors and Administrators"), and the immediate family members and persons living in the same household as such individuals, are not eligible to participate or win.

## 2. How To Enter:

- (a) The Giveaway begins at 9:00:01 AM Central Daylight Time (GMT -6) on Friday, September 1, 2017 and ends at 11:59:59 AM Central Standard Time (GMT -6) ("CST") on Friday, September 29, 2017 (the "Promotion Period"). Entries must be received by Sponsor by 11:59:59 AM CST on Friday, September 29, 2017.
- (b) **Entry**: visit the Wilson Giveaway website, http://www.wilson.com/en-us/official-gear-giveaway, and complete the entry form, including your name, address, phone number, and valid email address.

Incomplete or inaccurate entry forms are void. Follow the instructions to complete the Giveaway entry form, including submitting your name, address, email address and other required information. By entering, you acknowledge compliance with these Official Rules including all eligibility requirements. By entering, you agree to you be subscribed to receive exclusive Wilson content. You may unsubscribe at any time.

- (c) Prizes will only be awarded from eligible entry forms. A maximum of one (1) Prize will be selected at random from a drawing of all eligible entries. Odds of winning depend on the number of eligible entries received during the Promotion Period. If there are no eligible entry forms received, no Prize will be awarded.
- (d) LIMIT ONE ENTRY PER PERSON, PER EMAIL ADDRESS, OR PER HOUSEHOLD ADDRESS. LIMIT OF ONE (1) PRIZE PER PERSON. Although subsequent attempts to enter may be received, only the first entry received from a particular individual will be eligible to win. Additional attempts to enter the drawing will be disqualified. The submission

of an entry is solely the responsibility of the entrant. Entries may only be made according to the method described above. Only eligible entries actually received by Sponsors and Administrators before the end of the specified entry deadline will be included in the prize drawing. Illegible, unintelligible, incomplete or garbled entries will be disqualified. All entries become the property of Sponsor and Sponsor shall not be required to acknowledge or return any entry.

## 3. Conduct:

By entering the Giveaway, entrants agree to comply with and be bound by these Official Rules. The Official Rules will be available throughout the Promotion Period at the Website. Failure to comply with these Official Rules may result in disqualification from the Giveaway.

Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be: (a) tampering or attempting to tamper with the entry process or the operation of the Giveaway; (b) violating the Official Rules; or (c) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE GIVEAWAY MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

If the Giveaway becomes compromised, hampered, interrupted, not capable of running as planned, or rendered impossible of performance in any way, Sponsor reserves the right, in its sole discretion to cancel, suspend or withdraw the Giveaway, or to amend these Official Rules without notice, and, if possible, select prize winners based on performances which occurred prior to or after the cancellation, suspension, reschedule or withdrawal.

### 4. Prize:

Four (4) Prizes – Up to four (4) prize packs ("Prizes") may be awarded to eligible Prize Winners. Each Prize will consist of: (i) one (1) NCAA Official Game Basketball (ARV: \$70); (ii) one (1) Official College Football Playoff football (ARV: \$90); (iii) one (1) Official American Volleyball Professionals volleyball (ARV: \$65); (iv) one (1) Official US Open ball canister (three (3) ball canister) (ARV:\$4); and (v) one (1) Wilson A2000 baseball glove of the Prize Winners' choosing (ARV: \$250). ARV of each Prize: \$480 USD, TOTAL ARV: \$1920. Any difference between stated approximate retail value and actual value of Prizes will not be awarded.

The following applies to the Prizes: Except as specifically provided herein, the Prizes do not include taxes or any other item not specifically described in these Official Rules, and all expenses for any of the foregoing are the sole responsibility of the Prize winner. The Prize may not be transferred or assigned except by Sponsor. Only the listed Prize will be awarded and no substitutions, cash equivalents or redemptions will be made. Reporting and payment of all applicable taxes, fees, and/or surcharges, if any, arising out of, or resulting from, acceptance or use of a prize, are the sole responsibility of the winner of a given Prize. Sponsors and Administrators expressly disclaim any responsibility or liability for injury or loss to any person or property relating to the delivery and/or subsequent use of the Prizes awarded. By entering this Giveaway and/or accepting a prize, you agree to release, discharge, and hold harmless Sponsor and Administrators, their respective parents, affiliates, subsidiaries and related companies, divisions, advertising and promotion agencies and the respective employees, directors and officers of the foregoing from and against any/all claims, losses,

injuries or damages, including death, resulting from the acceptance, use or misuse of any prize and/or participation in any prize related activities or any travel related thereto. Sponsor and Administrators makes no representations or warranties concerning the appearance, safety or performance of any Prizes awarded. Restrictions, conditions, and limitations apply. Sponsors and Administrators will not replace any lost or stolen prize items.

#### 5. Winner Selection and Notification:

A maximum of one (1) Prize winner will be selected each week from September 8, 2017 through September 29, 2017 from a random drawing of all eligible entries received up to the time of the weekly drawing during the Promotion Period and for one week after. Drawings will be held at or about 2:00 PM CDT on Friday, September 8, 2017, Friday, September 15, 2017, Friday, September 22, 2017, and Friday, September 29, 2017. All Prize winners (if any) will be announced on the Wilson's social media accounts and notified by email which will be sent within three (3) days of the date of drawing.

Odds of winning depend on the number of eligible entries received. The Prize drawings will be conducted by Sponsor whose decisions are final. The winner must be 13 years of age at the time of entry. Sponsor is not responsible for any typographical errors in these Official Rules or the advertising and promotion of the Giveaway.

Except where prohibited by law, potential winners may be required to return an Affidavit of Eligibility and Publicity & Liability Release and any other reasonably required documents within seven (7) days following attempted notification or prize may be forfeited. By entering this Giveaway you grant to Sponsors and/or their designees and affiliates for a period of two (2) years after the end of the Promotion Period, permission to utilize your name, photos and/or likeness for promotion and publicity in any and all media now known or hereafter devised as Sponsors may deem appropriate from time to time (including use of publishing Prizes) all without additional compensation to you, except where prohibited by law. Return of any prize/prize notification as undeliverable, or inability of Sponsors and Administrators to contact a potential winner may result in disqualification and selection of an alternate winner.

### 6. Disputes:

Except where prohibited by law, Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Giveaway, or any prizes awarded, other than those concerning the administration of the Giveaway or the determination of winners, shall be resolved individually, without resort to any form of class action; (ii) any and all disputes, claims and causes of action arising out of or connected with this Giveaway, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate Illinois State Court located in Chicago, Illinois; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Giveaway, but in no event attorneys' fees; and (iv) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. Except where prohibited by law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to any choice of law or conflict of law rules (whether of the

State of Illinois or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Illinois.

## 7. Privacy:

By entering this Giveaway, you agree that the Sponsor and its affiliated companies may send you selected information of their products and services. Information collected from entrant is subject to Sponsor's Privacy Policy: https://www.wilson.com/en-us/legal/. You also agree that the personal data given by you for this Giveaway, may be transferred and processed by Sponsor group companies and the companies completing tasks for Sponsor group companies. You acknowledge that the data may be transferred and processed also outside European Union, namely in the USA and other Sponsor group company locations for the purposes of completing this Giveaway as well as sending you the selected communications described in this section. You may discontinue such communications at any time by selecting "unsubscribe" included in the communications.

### 8. Winners List:

The name of the Prize winner (if any) may be obtained 30 days after close and no later than June 30, 2018 by sending a self-addressed stamped envelope to: "The 2017 Wilson Official Gear Giveaway" ATTN: Team Sports Department, 8750 W. Bryn Mawr Ave., Chicago, IL 60631.