Wilson's "Roger Federer Commemorative Pro Staff RF20" Giveaway ("the Sweepstakes")

OFFICIAL RULES

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

Sponsor: Wilson Sporting Goods Co., a Delaware corporation, with a principal office at 1 Prudential Plaza, 130 E. Randolph Street, Suite 600, Chicago, IL 60601 ("Sponsor").

THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED, OR ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM.

- 1. Eligibility: The Sweepstakes is open only to permanent, legal residents of (i) the fifty (50) United States and the District of Columbia (excluding, however, the states of Florida, New York, and Rhode Island), (ii) Canada (excluding, however, the Province of Quebec), and (iii) the United Kingdom who are at least 13 years of age or older at the time of entry and have internet access as of February 5, 2018. Employees of Wilson Sporting Goods Co. and any of its respective related companies, parents, subsidiaries, affiliates, and agents and any agencies or other companies involved in the development or execution of the Sweepstakes or production or distribution of Sweepstakes materials, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.
- **2. Agreement to Official Rules:** By participating in the Sweepstakes, entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor which are final and binding in all matters related to the Sweepstakes.
- **3. Timing:** The Sweepstakes begins on February 6, 2018 at 12:00:00 p.m. Central Time (U.S.) ("CT") and ends on February 11, 2018 at 11:59:59 p.m. CT (the "Promotion Period"). Sponsor's computer is the official time-keeping device for the Sweepstakes.
- **4. How to Enter:** There are two methods of entry:
 - (i) Instagram Entry: during the Promotion Period, log into Instagram, visit the Wilson Tennis Instagram account, @Wilsontennis, and like and comment on the post announcing the Roger Federer Commemorative Pro Staff RF20 Giveaway, including the hashtag #RF20Giveaway. If you do not already have an Instagram account, you can visit www.instagram.com to create one for free; or,
 - (ii) *Postcard Entry:* during the Promotion Period, write your name, home address, date of birth, phone number, and valid email address on a 3" x 5" card and mail to "Roger Federer Commemorative Pro Staff RF97", Attn: Racquet Sports Division, 1 Prudential

Plaza, 130 E. Randolph Street, Chicago, IL 60601. Postcard Entries must be postmarked by February 11, 2018 and received by February 18, 2018.

All methods of entry have the same chance of winning. All entries become the property of the Sponsor and will not be returned.

ONLY ONE ENTRY BY ANY ELIGIBLE ENTRANT WILL BE ELIGIBLE TO WIN A PRIZE. ANY ADDITIONAL ENTRIES BY A USER WILL BE DISQUALIFIED.

Entries including any obscene, foul, defamatory, or inappropriate language, as determined by Sponsor, in its sole discretion, will be disqualified. Entries cannot contain trademarks, logos or trade dress owned by others (except Wilson), or advertise or promote any brand or product of any kind including, but not limited to brand names or logos. There is a limit of one (1) entry per person/Instagram account during the Promotional Period. Multiple entries will not be acknowledged. If you post updates to or receive updates from Instagram via SMS from your wireless phone, your wireless service provider may charge you for each text message you send and receive. Please consult your wireless service provider for more information. All terms and conditions of Instagram.com apply. Multiple entrants are not permitted to share the same Instagram account. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different Instagram accounts, identities, registrations, or logins, or through any other methods, may void all of that entrant's entries and that entrant may be disqualified. The use of any automated system to enter the Promotion is prohibited and may result in disqualification.

Entering the Sweepstakes constitutes entrants' consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display entrants' post in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If necessary, entrants will sign any necessary documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the entry. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected entries, which are disqualified.

Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to entrants.

Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any entry, the authorized account holder of the email address associated with the Instagram account used to enter will be deemed to be the entrant. Potential Prize Winner may be required to show proof of being the authorized account holder. 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 domain associated with the submitted address.

5. Winner Determination: Sponsor will randomly select the potential winner from all eligible entries received during the Promotion Period, on or around February 19, 2018. The drawing will take place at the Sponsor's offices at the address set forth above. The potential prize

winner will be notified by Private Message on Instagram or via email for the Postcard Entries. Except where prohibited, the potential prize winner will be required to sign and return a Winner Declaration & Consent, which must be received by Sponsor, within 10 days of the date notice or attempted notice is sent, in order to claim his/her prize. If any potential prize winner is a Canadian resident he/she will be required to answer a time limited skill testing question without assistance of any kind whether mechanical or otherwise, in order to be eligible to receive a prize. If any potential prize winner cannot be contacted, fails to sign and return the Winner Declaration & Consent within the required time period, fails to answer the skill-testing question correctly within the time limit provided (if applicable), refuses the prize, is ineligible to accept the prize, or prize is returned as undeliverable, the potential winner forfeits the prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential prize winner is disqualified or the prize is forfeited for any reason, Sponsor will award the Prize to an alternate winner by random drawing from among all remaining eligible Entries. Only three (3) alternate drawings will be held, after which Sponsor retains the discretion to donate the applicable prize to a charity of Sponsor's choosing. The Prize Winner will be selected at random from eligible entries. Chances of winning vary depending on number of eligible entries received during the Promotion Period.

IF NO ENTRIES ARE MADE IN COMPLIANCE WITH THESE OFFICIAL RULES, NO PRIZE WILL BE AWARDED.

6. Prize:

One (1) Prize – The Prize will each consist of one (1) Commemorative Pro Staff RF97 tennis racquet autographed by Roger Federer. Approximate Retail Value of Prize: \$20,006.00 USD / \$24,850 CAD / £14,168 GBP.

The following applies to the Prize: except as specifically provided herein, the Prize does 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 Winner may be issued an IRS 1099 form. The Prizes may not be transferred or assigned except by Sponsor. No substitutions, cash equivalents or redemptions of prize will be made. If Prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute prizes with other prizes of equal or greater value. 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 Prize Winner.

7. General Conditions: Sponsor is not responsible for any typographical errors in these Official Rules or the advertising and promotion of the Sweepstakes; any kind of electronic, hardware, software or technical problems caused by Sponsor, the user or by any of the equipment or programming associated with or utilized in the entry processing; any human error which may occur in the processing of entries or the selection of the Prize Winner, or which may limit any entrants' ability to participate in this process.

If the Sweepstakes 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 Sweepstakes, or to amend these Official Rules

without notice, and, if possible, select a Prize Winner based on entries submitted prior to or after the cancellation, suspension, reschedule or withdrawal.

Each entrant will not knowingly damage or cause interruption to the Sweepstakes and/or prevent others from participating in the process. CAUTION: ANY ATTEMPT TO DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES HEREUNDER VIOLATES CRIMINAL OR CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, SPONSOR MAY DISQUALIFY ANY ENTRANT MAKING SUCH ATTEMPT AND SPONSOR MAY SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

By entering the Sweepstakes, entrants will be bound by these Official Rules and the decisions of Sponsor.

- **8. Limitation of Liability/Release:** Sponsor expressly disclaims any responsibility or liability for injury or loss to any person or property relating to the delivery and/or subsequent use of the Prize awarded. Except where prohibited by law, by receipt of any Prize, the Prize Winner agrees to release and hold harmless Sponsor, Instagram, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any and all liability, loss or damage incurred with respect to entrant's participation in the Sweepstakes, the awarding, receipt, possession, and/or use or misuse of any prize, including any traveling related thereto.
- 9. Governing Law and Disputes: Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, other than those concerning the administration of the Sweepstakes 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 Sweepstakes, 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 Sweepstakes, 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. 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.
- **10. Privacy Policy:** Information collected from entrant is subject to Sponsor's Privacy Policy http://www.wilson.com/en-us/legal/.

11. Winner List: The name of Prize Winner (if any) may be obtained 30 days after close and no later than August 11, 2018 by sending a self-addressed stamped envelope to: Wilson's "Roger Federer Commemorative Pro Staff RF97" Giveaway, ATTN: Racquet Sports Division, 1 Prudential Plaza, 130 E. Randolph Street, Suite 600, Chicago, IL 60601. Canadian residents may omit return postage.