# THE 2018 WILSON CLASH PROTOTYPE PLAYTEST 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.

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

### 1. Eligibility:

You must be 13 years or older as of the time of entry and a legal resident of any of the 50 United States or the District of Columbia (the "Territory"). 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 12:00:00 AM Central Standard Time (GMT -6) on Friday, November 30<sup>th</sup> and ends at 11:59:59 PM Central Daylight Time (GMT -6) ("CDT") on Tuesday, December 18<sup>th</sup> (the "Promotional Period"). Entries must be received by Sponsor by 11:59:59 PM CDT on Tuesday, December 18th, 2018.
- (b) To enter, during the Promotion Period, visit the Wilson Clash Prototype Playtest Giveaway Website (<a href="https://www.wilson.com/clash-signup">https://www.wilson.com/clash-signup</a>) (the "Website") to complete an entry form. The only valid way to enter the Giveaway is by completing an entry form on the Website. 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 SUBMITTING AN ENTRY, ENTRANT ACKNOWLEDGES THAT HIS/HER NAME MAY BE POSTED ON THE SPONSORS' FAN PAGES OR ON SPONSORS' OTHER WEBSITES, IN SPONSORS' DISCRETION IN CONNECTION WITH THE SWEEPSTAKES.

- (c) Prizes will only be awarded from eligible entry forms. A maximum of four (4) Prizes will be selected at random during the Promotional Period 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 same 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.

#### 4. Prize:

**Four (4) Prizes** – Up to four (4) prizes ("Prizes") will be awarded to up to four (4) eligible Prize Winners. Each Prize will consist of: one (1) Clash Prototype Dazzle Tennis Racket. Approximate Retail Value ("ARV") of one (1) Prize: \$249 USD. ARV of all four (4) Prizes \$996 USD. Any difference between stated approximate retail value and actual value of Prize 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 Prizes may not be transferred or assigned except by Sponsor. Only the listed Prizes 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 Prize awarded. Restrictions, conditions, and limitations apply. Sponsors and Administrators will not replace any lost or stolen prize items.

# 5. Winner Selection and Notification:

Up to four (4) potential Prize Winners will be selected from a random drawing of all eligible entries received during the Promotion Period. The Drawing will be held on or about 2:00 PM CDT on Wednesday, December 19th. All Prize Winners (if any) will be announced on the Website 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 drawing 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 permission to utilize your name, photos and/or likeness for promotion and publicity as Sponsors may deem appropriate from time to time (including use of publishing Prize) 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:

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. 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 the Giveaway, you agree to Sponsor's use and dissemination of your personal information to third parties. Such use and dissemination of such personal information shall be subject to any privacy policy of Sponsor then in effect.

#### 8. Winners List:

The name of the Prize winners (if any) may be obtained thirty (30) days after close and no later than December 29, 2018 by sending a self-addressed stamped envelope to: "The 2018 Wilson Clash Prototype Playtest Giveaway" ATTN: Racquet Sports Department, 1 Prudential Plaza, 130 E Randolph St, STE 600, Chicago, IL 60601.