

2019 WILSON CLASH SWEEPSTAKES
Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ENTRY IN THIS SWEEPSTAKES CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES.

Official Rules for Participating in the 2019 WILSON CLASH SWEEPSTAKES ("Terms")

1. General Terms

By participating in the 2019 Wilson Clash Sweepstakes (the "Promotion"), you accept these Terms. Please read these Terms carefully before participating. If you do not agree to the Terms, you may not participate in the Promotion.

These Terms govern the relationship between you ("you" or the "Participant") and Wilson Sporting Goods Co., 130 East Randolph Street, Suite 600, Chicago, Illinois 60601 USA; email: consumerservice-us-en@wilson.com ("Organizer") in relation to the Promotion. Questions and feedback about the Promotion may be brought to the attention of Organizer through the aforementioned contact details. The Promotion begins on February 1, 2019 at 12:00:00 am Central Time, United States ("CT") and ends on February 12, 2019 at 11:59:59 pm CT (inclusive) ("Promotion Period"). Only entries received within the Promotion Period will be taken into account.

The Promotion promotes Wilson Sporting Goods Co.

2. Right to Participate

The Promotion is open to individuals who are legal residents of the fifty (50) United States and the District of Columbia, Canada (excluding, the province of Quebec), Mexico, the United Kingdom, Germany, France, Japan, and South Korea (the "Territory") who (i) reside and are physically located in the Territory and (ii) have reached the age of majority in the place of their residency at the time of entry. The Organizer may require winners to certify their eligibility to participate in the Promotion.

Employees, officers, directors, representatives and agents of the Organizer or those of any of its affiliates, as well as the immediate family (defined as parents, siblings, children and spouses, regardless of where they live) or households (whether or not related) of such employees, officers, directors, representatives and agents and anyone otherwise connected with the operation or fulfillment of the Promotion, are not eligible to participate in the Promotion. Any illegible entries will be held void. The Promotion is void outside of the Territory, in Puerto Rico, all US territories and possessions and where prohibited.

3. Instructions for Participation

During the Promotion Period, visit www.wilson.com/clash-signup to complete an entry form which may include submitting your name, home mailing address, email address, date of birth, and/or other required information. By entering the Sweepstakes, you agree to comply with and be bound by these Terms. Once you have completed the entry form, you will receive one entry to the Promotion.

Failure to comply with the Official Rules may result in disqualification from the Sweepstakes. Please see the privacy policy located at Wilson.com (www.wilson.com/en-us/legal) for details of Organizer's policy regarding the use of personal information collected in connection with this Sweepstakes.

Limit: Up to one (1) entry per person during the Promotion Period. Multiple participants are not permitted to share the same email address. Any attempt by any participant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations or logins, or any other methods will void that Participant's entries and that participant may be disqualified. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, sweepstakes entry services) will void all entries by that participant. In the event of a dispute as to any entry, the authorized account holder of the email address associated with the entry will be deemed to be the Participant. 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. Potential winners may be required to show proof of being authorized account holders.

If you are selected as a prize winner, you grant the Organizer, and those acting under its authority, permission to use and distribute your name, voice, likeness, biographical information, photographs, video recordings, statements, and other such materials of you for advertising and publicity purposes worldwide in any and all media now known or hereinafter invented for a period of five (5) years from selection of the winner without any further remuneration or separate agreements to the extent permitted by mandatory law. In doing so, the Organizer will acknowledge you and/or your contribution to the extent required under applicable mandatory law.

Participation in the Promotion is not subject to a charge.

You may receive direct electronic marketing, such as promotional messages by the Organizer, by checking the box indicated on the entry form. You can always opt-out from receiving direct electronic marketing by following the instructions in the messages or by contacting consumerservice-us-en@wilson.com.

Any illegible entries or entries suspected to be fraudulent may be rejected. If you enter or attempt to enter the Promotion in violation of these Terms or in a manner that is otherwise unfair to other participants, you may be rejected from the Promotion at the Organizer's sole discretion.

No responsibility is accepted for late, lost, delayed, damaged, corrupted, illegible or incomplete entry forms, which shall be disqualified at the discretion of the Organizer, or for transmission or computer error affecting the logging of entry forms. Proof of posting will not be accepted as proof of delivery.

4. Selection of Winners

At the end of the Promotion Period, February 12, 2019, four (4) potential Clash Racquet Prize Winners will be selected from a random drawing of all eligible entries received during the Promotion Period in compliance with these Terms. IF NO ENTRIES ARE SUBMITTED IN COMPLIANCE WITH THESE TERMS DURING THE PROMOTION PERIOD, THEN NO AUTOGRAPHED RACQUET PRIZES WILL BE AWARDED. IF LESS THAN FOUR (4) ENTRIES ARE SUBMITTED IN COMPLIANCE WITH THESE TERMS DURING THE PROMOTION PERIOD, THEN LESS THAN FOUR (4) TOTAL CLASH RACQUET PRIZES MAY BE AWARDED. Each Participant is only eligible to win one (1) Clash Racquet during the Promotion Period. Odds of winning depend on the number of eligible entries received in accordance with these Terms during the Promotion Period.

The potential Clash Racquet Prize Winners selected will be notified by email on or about Tuesday, February 19, 2019. Clash Racquet Prizes will be shipped out to a verified winner's address within 6-8 weeks of the end of the Promotion.

NOTE ON POTENTIAL CANADIAN PRIZE WINNERS - 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.

The names of the winners may also be published on 2019 Wilson Clash Sweepstakes website and on Organizer's social media channels to the extent the winners have not prohibited the publication of their names. By entering this Promotion, you agree to such publication of your name if you are a winner. You are allowed to withdraw your consent at any time. If a winner cannot be reached within seven (7) business days as of the date on which the Organizer first attempted to reach the winner, or if the Organizer has reasonable grounds for believing that a Participant has contravened any of these Terms, the initial winner will be considered to have forfeited their right to the prize and the Organizer is entitled to either select another winner or forego awarding the Prize. The Organizer's decision(s) are final and no correspondence shall be entered into.

5. Prizes

Up to four (4) Wilson Clash Racquet Prizes – each, one (1) Wilson Clash tennis racquet. Approximate retail value (“ARV”) of each: 249 USD / 330.41 CAD / 4,727 MXN / 189.24 BDP / 217.76 EUR / 27,213.11 JPY / 278,305.58 KRW.

The Prizes are personal, non-exchangeable, non-transferable and non-refundable. No cash alternative is available, except if the prize (or any part thereof) becomes unavailable due to circumstances beyond the Organizer's control, in which case Organizer may offer an alternative prize of equal or greater monetary value. To the extent not prohibited under applicable mandatory law, you will be solely responsible for all applicable taxes relating to your receipt and/or use of the prize, if applicable. The Organizer will give notifications to tax authorities and pay any taxes that it is obliged to pay in accordance with applicable mandatory law.

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.

Unless otherwise provided under applicable mandatory law or expressly stated in writing in connection with the distribution of the prize, the prize is awarded on an "as is" basis and the Organizer, nor any of its affiliates, makes any representations or warranties of any nature with respect to the prize.

6. General Conditions

Except where prohibited by law, Organizer is not responsible for any typographical errors in these Terms or the advertising and promotion of the Promotion; any kind of electronic, hardware, software or technical problems caused by Organizer, the user or by any of the equipment or programming associated with or utilized in the entry process; any human error which may occur in the processing of the entries or the selection of the entries, or which may limit any Participant's ability to participate in this process.

If the Promotion becomes compromised, hampered, interrupted, not capable of running as planned, or rendered impossible of performance in any way, Organizer reserves the right, in its sole discretion, to cancel, suspend or withdraw the Promotion, or to amend these Terms without notice, and, if possible, select Prize Winners from all eligible entries received prior to or after the cancellation, suspension, reschedule or withdrawal.

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

By entering the Promotion, Participants agree to be bound by these Terms and the decisions of Organizer.

7. Liability

For residents of Germany – Organizer or its affiliates are liable for claims for damages resulting from injury to life, body or health or from the violation of essential contractual obligations as well as liability for other damages arising from an intentional, fraudulent or grossly negligent breach of duty of Organizer or its affiliates. In other cases in which damages result of slight negligence, the Organizer's and/or its affiliates' liability will be limited to the value of the prize to the extent permitted by applicable mandatory law. In all other cases, the Organizer's liability is excluded.

For Residents of all other countries of in the Territory – Nothing in these Terms shall exclude or in any way limit the Organizer's liability for fraud, or for death or personal injury caused by the Organizer's negligence or any other liability to the extent the same may not be excluded or limited as a matter of law. Some jurisdictions may not permit limitations of certain rights, claims, implied warranties or types of damages. Some of the following limitations may, therefore, not apply to you.

Subject to previous section, the following shall apply. To the extent permitted by applicable mandatory law, by participating in the Promotion, you agree to release the Organizer and its parents, affiliates, subsidiaries, and related companies, divisions, advertising and promotion agencies and the respective employees, directors, and officers of the foregoing “collectively, the “Releasees”) from any and all liability arising in any manner out of the Promotion including, without limitation, the selection of the winner, the administration of the Promotion, and the acceptance or the use of the prize or any component thereof as well as to indemnify and hold the Releasees harmless from and against any claims, damages, liabilities, losses, costs or expenses arising from, or attributable to, any of your acts or omissions relating to the Promotion. Except in the event of gross negligence or willful misconduct, the Releasees' liability will in any case be limited to the value of the prize to the extent permitted by applicable mandatory law.

8. Dispute Resolution

This Promotion is offered only in the United States, Canada (excluding Quebec), Mexico, the United Kingdom, France, Germany, Japan, South Korea, and is governed by the laws of the state of Illinois, United States.

For residents of the European Union - If a dispute, conflict or controversy arising out of, or in connection with this Promotion, cannot be resolved through negotiation between the parties, the European Commission provides a platform for online dispute settlement. This gives you the opportunity to settle disputes in connection with these Terms without first engaging a court. The platform can be found at <http://ec.europa.eu/consumers/odr/>. The consumer can also submit the matter for resolution to a competent national dispute resolution body.

For residents of all other countries in the Territory – All claims must be resolved in the federal or state courts of Cook County, Illinois, United States. Participant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Promotion, or any prizes awarded, other than those

concerning the administration of the Promotion 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 Promotion, 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 Promotion, but in no event attorneys' fees; and (iv) under no circumstances will Participant be permitted to obtain awards for, and Participant 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.** Laws in the Participant's country of residence may give Participant the right to file claims before the courts of that country and may provide that some laws of that country are also applicable to this Promotion. However, if any provision of these Terms or the application of any such provision to any person or circumstance shall be declared to be invalid, unenforceable or void, such decision shall not have the effect of invalidating or voiding the remainder of these Terms, it being the intent and agreement of the parties that these Terms shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting therefore another provision that is valid, legal and enforceable so as to materially give effect to Organizer's intent.

9. Personal Data

The names of confirmed Prize winners (if any) will be posted online at www.wilson.com/clash-signup. The name of the Prize winners (if any) may also be obtained after close of the Promotion and no later than November 29, 2019 by sending a self-addressed stamped envelope to: "2019 Wilson US Tennis Ball Sweepstakes" ATTN: Racquet Sports Department, 130 E. Randolph Street, Suite 600, Chicago, IL 60601 USA. Canadian residents may omit return postage.

10. Winner's List

The names of confirmed Prize Winners (if any) may be posted online at www.wilson.com/clash-signup. The name of the confirmed Prize Winners (if any) may also be obtained after close of the Promotion and no later than June 12, 2019 by sending a self-addressed stamped envelope to: "2019 Wilson Clash Sweepstakes" ATTN: Racquet Sports Department, 130 E. Randolph Street, Suite 600, Chicago, IL 60601 USA. Canadian residents may omit return postage.