## "Nature Valley Summer of A Million Miles Challenge" Official Rules

## NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

- 1. **Overview:** The Summer of a Million Miles Challenge (the "Sweepstakes") consists of four (4) separate drawings, plus a giveaway component. You may only enter into each drawing and the giveaway one (1) time. Entry into each is separate. Entry into one is not entry into any other. To enter one or more of the drawings, complete and log hikes and/or miles or complete a postal entry per the instructions and chart in Rule 4. To enter the giveaway, be one of the first 25,000 people to either (a) log 5 hikes or (b) send a postal entry per the instructions in Rule 4 ("Giveaway").
- Eliqibility: THE SWEEPSTAKES IS OPEN TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE 18 YEARS OF AGE AND OLDER OR THE AGE OF MAJORITY IN THEIR STATE OF RESIDENCE IF HIGHER THAN AGE 18, AT THE TIME OF ENTRY, WHO ARE PHYSICALLY LOCATED AND RESIDE IN THE UNITED STATES OR DISTRICT OF COLUMBIA AND WHO ARE REGISTERED MEMBERS OF ONE OF THE MAPMYFITNESS WEBSITES (WWW.MAPMYFITNESS.COM, WWW.MAPMYRUN.COM, WWW.MAPMYHIKE.COM) OFFICERS, DIRECTORS AND EMPLOYEES OF SPONSOR AND ADMINISTRATOR (AS THOSE PARTIES ARE DEFINED BELOW) AND EACH OF THEIR RESPECTIVE PARENT COMPANIES, AFFILIATES AND SUBSIDIARIES, AND ANY ADVERTISING AND PROMOTION AGENCIES INVOLVED IN ANY WAY WITH THIS SWEEPSTAKES (AND MEMBERS OF THEIR IMMEDIATE FAMILY AND/OR THOSE LIVING IN THE SAME OF HOUSEHOLD OF EACH SUCH EMPLOYEE) ARE NOT ELIGIBLE. VOID IN PUERTO RICO, GUAM AND OTHER US TERRITORIES AND WHERE OTHERWISE PROHIBITED BY LAW. IF YOU ARE UNABLE TO SAFELY COMPLETE ANY LEVEL OF PHYSICAL ACTIVITY OR PERFORM ANY ACTIVITY OF THE CHARACTER REQUIRED TO PARTICIPATE IN THE SWEEPSTAKES, DO NOT DO SO. CONSULT YOUR PHYSICIAN TO ASSESS AND DETERMINE YOUR ABILITY TO PERFORM PHYSICAL ACTIVITIES SUCH AS THOSE REQUIRED TO PARTICIPATE IN THE SWEEPSTAKES. BY PARTICIPATING IN THE SWEEPSTAKES YOU AGREE THAT YOU ARE VOLUNTARILY PERFORMING ANY AND ALL ACTIVITIES AND THAT ONLY YOU ARE RESPONSIBLE FOR YOUR HEALTH AND WELL BEING REGARDING SUCH ACTIVITIES. SPONSOR MAY OFFER OTHER PROMOTIONS AT THE SAME TIME AS THIS SWEEPSTAKES. THOSE PROMOTIONS ARE SEPARATE FROM THIS SWEEPSTAKES. PARTICIPATION IN THOSE PROMOTIONS IS NOT PARTICIPATION IN THIS SWEEPSTAKES AND VICE VERSA.
- **3. Sweepstakes Period:** The Sweepstakes begins June 21, 2018 at 12:00:01 a.m. CST and ends August 31, 2018 at 11:59:59 p.m. CST ("Sweepstakes Period").
- **4. How to Enter:** Follow the Entry Instructions to log hikes and/or miles or submit a postal entry. The exact entry requirements for each drawing and for the Giveaway are described in the chart below. Maximum of one (1) entry into each drawing or the Giveaway, regardless of method of entry.

## **Entry Instructions**

a. App with Qualifying Hikes: Log-in to your free account(s) through any of the participating MapMyFitness mobile apps (MapMyFitness, MapMyRun and MapMyHike) and follow the instructions to create a MapMyFitness app account. Then, during the Sweepstakes Period, log hikes per the chart below. A hike is defined as a specific activity within the MapMyFitness apps. You must use an integrated and verifiable means that syncs with the MapMyFitness Websites, such as, a MapMyFitness MapMy iOS or Android App (e.g., MapMyFitness, MapMyRun and MapMyHike), some other fitness tracking device (e.g., GPS enabled watch) that is compatible with and syncs with the MapMyFitness Websites via the "Import Workout" module. Consumers can download any of the above MapMyFitness apps on iTunes or on Google Play, free of charge. Hikes cannot exceed 40 miles per day and must be a minimum of 1 mile to count towards the challenge; 2 hikes per day maximum.

- b. **Online with Qualifying Hikes:** Visit <a href="http://www.mapmyhike.com/challenges/summerofamillionmiles/">http://www.mapmyhike.com/challenges/summerofamillionmiles/</a> (the "Website"), log-in to your free account(s) through any of the participating MapMyFitness mobile apps (MapMyFitness, MapMyRun and MapMyHike) and follow the instructions to create a MapMyFitness app account. Then, during the Sweepstakes Period, log hikes per the chart below. A hike is defined as a specific activity within the MapMyFitness apps. You must use an integrated and verifiable means that syncs with the MapMyFitness Websites, such as, a MapMyFitness MapMy iOS or Android App (e.g., MapMyFitness, MapMyRun and MapMyHike), some other fitness tracking device (e.g., GPS enabled watch) that is compatible with and syncs with the MapMyFitness Websites via the "Import Workout" module. Consumers can download any of the above MapMyFitness apps on iTunes or on Google Play, free of charge. Hikes cannot exceed 40 miles per day and must be a minimum of 1 mile to count towards the challenge; 2 hikes per day maximum.
- c. **Mail without Hikes:** To enter the Sweepstakes without logging hikes, neatly hand-print on a piece of paper your name, complete address (with ZIP code), date of birth, email address (if available), daytime telephone number (with area code) and the name of the drawing/giveaway you wish to enter per the chart below. Then, mail your completed entry in a stamped first-class hand addressed #10 envelope to: Summer of a Million Miles Challenge, P.O. Box 1916, New York, NY 10156. Incomplete, illegible, damaged, incorrectly addressed, late, lost, misdirected and postage-due entries will not be accepted, acknowledged or returned. NOTE: Each postal entry must be postmarked by August 31, 2018, and received by September 7, 2018. Limit one (1) entry per drawing/giveaway and per outer mailing envelope.

## Requirements to Enter

Giveaway/Drawing Name	Entry Requirements	Winner Selection Method	Prize Description	Number of Prizes Available
Explorer Giveaway	Be among the first 25,000 entrants to log 5 hikes <u>or</u> send a postal entry specifying entry into the Explorer Giveaway	First 25,000 entrants	One month's MVP subscription to MapMyHike (ARV: \$5.99)	25,000
Trailblazer Drawing	Log 15 hikes <u>or</u> send a postal entry	Random drawing	Commemorative National Park Map (ARV \$15)	1,000
Weekend Warrior Drawing	Log one (1) hike on both a Saturday and Sunday in one weekend <u>or</u> send a postal entry	Random drawing	Nature Valley Hiking Kit, consisting of a water bottle, backpack (ARV \$22)	500
Thru Hiker Drawing	Log enough hikes to meet your personal mileage goal as set in your MapMyFitness account before 6/21/18 or send a postal entry	Random drawing	Commemorative National Parks Book (ARV \$50)	50
Peak Performance Drawing	Log 30 hikes <u>or</u> send a postal entry	Random drawing	Trip for two (2) persons for 4 days/3 nights at a national park (ARV \$3,500)	1

5. Winner Selection and Prizes: There will be a Giveaway from among the first 25,000 people to submit an entry, plus four (4) separate random drawings held on or about September 7, 2018 per the chart in Rule 4 above. Winners of a prize in the Giveaway or in one drawing remain eligible to win a prize in any other drawing.

Prize winners are solely responsible for all applicable federal, state, and local taxes on prizes. No transferring of prize, prize substitution, or cash equivalent of prize permitted by winner. Sponsor reserves the right to substitute the prize with a prize of equal or greater value in the event an advertised prize becomes unavailable. Any difference between the actual value of any prize and the approximate retail value set forth in these official rules may not be claimed and will not be awarded.

<u>Trip Details</u>: A 4 day/3 consecutive night trip for winner and one (1) guest to winner's choice of a National Park located in the Continental US. Travel must be taken by December 30, 2018. Exact travel dates based on availability and at sponsor's discretion. Winner must travel on the dates specified by Sponsor. Prize consists of:

- Round trip, coach class air transportation for winner and one (1) guest from the major airport nearest the winner's residence (as determined by Sponsor) to airport in selected location
- Glamping accommodations for three (3) consecutive nights (for winner and guest at Sponsor-selected camping grounds in selected location.
- Glamping package based on winner's selected location details to be provided upon winner validation.

Total ARV of Trip Prize: \$3,500.

Ground transportation will be substituted for air transportation at the Sponsor's sole discretion if air travel is not required due to winner's proximity to selected location. All dates, locations, and accommodations are subject to change. Winner must be available on scheduled date or prize will be forfeited and may be awarded to an alternate winner, time permitting. Actual value may vary depending on departure city; any difference between announced value and actual value will not be awarded. Major credit card will be required at resort check-in to cover any incidental expenses. Winner and travel companion must have all necessary photo ID for air travel, and must travel on the same itinerary. Winner's travel companion will be required to sign a Liability/Publicity Release (where legal) prior to ticketing. If travel companion is a minor under the laws of his/her state of residence, he/she must be accompanied by parent or legal quardian who also must execute all documents on behalf of the minor. Prize winners are solely responsible for all applicable federal, state and local taxes, and any other costs or expenses not specifically set forth herein. No transferring of prize, prize substitution or cash equivalent of prize permitted by winner, except at Sponsor's sole discretion. Sponsor reserves the right to substitute the prize for an equal or greater value in the event an advertised prize becomes unavailable. Sponsor may conduct a background check on the winner and proposed guest to confirm eligibility and compliance with these rules. By entering, you agree to cooperate reasonably with any such background check. Failure to cooperate may result in disqualification and selection of an alternate winner. If a background check reveals that a potential winner has engaged in conduct that could damage the reputation or business of Sponsor, the potential winner may be disqualified and the prize may be awarded to an alternate winner, time permitting. The winner and his or her guest, if any, shall strictly abide by any rules and procedures set forth by Glamping package location and its staff in connection with the Prize. In addition, engaging in any inappropriate or illegal conduct during any prize-related travel or events may result in removal from the prize accommodations. Winner and guest will be required to comply with all rules regarding the promotion and all rules governing attendance at all adventure locations.

Total ARV of all prizes: \$181,750

Odds of winning in any drawing depend on number of eligible entries received for that drawing. For the Giveaway, the odds of winning depend on timing and number of eligible entries.

6. General Drawing Information: The A Team LLC ("Administrator"), whose decisions shall be final and binding, will conduct all drawings and administer the Giveaway. Potential Prize Winners will be notified within five (5) days of the drawing or after the first 25,000 entrants have been determined in the Giveaway, as applicable, via e-mail or telephone using contact information submitted at the time of entry and will have five (5) days to respond via the e-mail address provided at time the individual entered the Sweepstakes or created his or her MapMyFitness app Account with all requested information to confirm eligibility and other details necessary to deliver a prize. Any prize notification or prize returned as undeliverable may be awarded to an alternate. Prize will be shipped to the address provided to Administrator during prize notification and acceptance. Allow approximately 6-8 weeks for delivery. Sponsor is not responsible if prize is stolen, lost or used without permission.

- 7. Additional Entry Requirements and Restrictions: Entries using macro, robotic, script or other forms of automatic entry will be disqualified. Entries will not be returned. Proof of submission does not constitute proof of receipt. If there is a dispute as to the identity of an online Entrant, the prize will be awarded to the authorized account holder of the email address associated with the MapMyFitness Account employed for online entry. The "authorized account holder" is defined as the natural person to whom the email address is assigned by an Internet service provider, online service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. A potential winner may be asked to provide Sponsor and/or Administrator with proof that the potential winner is the authorized account holder of the email address associated with the winning entry. If a dispute cannot be resolved, the entry will be deemed ineligible and an alternate winner may be selected. No responsibility is assumed for entries and winner notification responses that are lost, delayed, lost, misdirected, misdelivered, marked postage-due, illegible, mutilated, incorrect or incomplete, and such entries will not be eligible for this Sweepstakes.
- 8. Conditions of Participation: Online Entrants must provide valid e-mail address and it is Entrant's responsibility to update Sponsor of any change in e-mail address by contacting MapMyFitness at <a href="mailto:support@mapmyfitnessinc.com">support@mapmyfitnessinc.com</a>. No transfer, assignment or substitution of a prize permitted. Entrants agree to be bound by the terms of these Official Rules. Decisions of Administrator and/or Sponsor are final and binding on all matters pertaining to this Sweepstakes. By participating in the Sweepstakes, each Entrant agrees that the Sponsor and those involved in the development, production, implementation and distribution of this Sweepstakes and each of their respective parent companies, affiliates, subsidiaries, service providers, and agencies, and each of their respective directors, officers, agents, employees, attorneys, and any other person or entity associated with such entities and/or Sweepstakes shall not be liable for any and all claims, damages, losses or injuries of any kind whatsoever, including any third party claims, damages, losses or injuries, or any injury, loss or damages of any kind to persons, including death, or property, arising from or relating to, in whole or in part, directly, or indirectly, this Sweepstakes, including entry and participation in this Sweepstakes or any Sweepstakes or prize related activity and acceptance, possession, use or misuse of the prize. Winner may be required to sign and return an Affidavit of Eligibility, a Liability Release and where legally permissible a Publicity Release within five (5) days following the date of first attempted notification. Failure to comply with this deadline may result in forfeiture of the prize and selection of an alternate Winner. Return of any prize/prize notification as undeliverable may result in disqualification and selection of an alternate Winner. By participating in the Sweepstakes and/or accepting a prize, each Entrant consents to and gives MapMyFitness, Inc. the right to interview, photograph/video Entrant, and in perpetuity to freely and exclusively use, publish, and display Entrant's name, address, entry form, picture, portrait, likeness, voice, video, statements, quotes, biographical information, and prize information (in whole or in part, as may be adapted, edited, or modified, as solely determined by Sponsor) for advertising, trade, publicity and promotional purposes in any media now known or hereafter discovered, worldwide, and on the World Wide Web, without review, notification or approval, all without additional consideration, unless prohibited by law. No responsibility is assumed for any printing, typographical, mechanical or other error in these Official Rules, any online or other advertisements for the Sweepstakes, the announcement of any prize, or otherwise in any materials.
- Internet Oriented Conditions: No responsibility is assumed for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, communication line failure, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, server, provider, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind including any injury or damage to entrant's or any other person's computer related to or resulting from participation in or downloading any materials with respect to the Sweepstakes, or inaccurate transmissions of or failure to receive entry information on account of technical problems or traffic congestion on the Internet or at any Web site or any combination thereof. If for any reason the Internet portion of the program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, human error, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes and to select all winners from among the eligible entries received that are unaffected by the problem. Sponsor further reserves the right to disqualify any individual who tampers with the entry process, violates these Official Rules or undermines the integrity of the Sweepstakes. Sponsor may prohibit an Entrant from participating in the Sweepstakes if it determines that said Entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception or other unfair playing practices or intending to abuse, threaten or harass other Entrants.

Caution: Any attempt by a participant to deliberately damage any Web site or undermine the legitimate operation of the Sweepstakes is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such ENTRANT to the fullest extent of the law.

10. DISPUTES AND ARBITRATION; JURISDICTION AND VENUE: To the maximum extent permitted by applicable law, you and Sponsor agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. Except where prohibited, you and we agree to submit to the personal and exclusive arbitration of disputes relating to the Sweepstakes under the rules of the American Arbitration Association. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Please visit www.adr.org for more information about arbitration.

Any arbitration between you and us, to the extent necessary, will be conducted in Baltimore, Maryland, and you waive any right to claim that such location is an inconvenient forum. You agree not to sue us or bring arbitration in any other forum.

The arbitration will be conducted in English. A single independent and impartial arbitrator will be appointed pursuant to the rules of the American Arbitration Association. Both you and we agree to comply with the following rules, which are intended to streamline the dispute resolution process and reduce the costs and burdens for everyone involved:

- the arbitration will be conducted by telephone, online and/or be solely based on written submissions, the specific manner to be chosen by the party initiating the arbitration;
- the arbitration will not require any personal appearance by the parties or witnesses unless otherwise mutually agreed in writing by the parties; and
- any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Barring extraordinary circumstances, the arbitrator will issue his or her decision within 120 days from the date the arbitrator is appointed. The arbitrator may extend this time limit for an additional 30 days in the interests of justice. All arbitration proceedings will be closed to the public and confidential and all records relating thereto will be permanently sealed, except as necessary to obtain court confirmation of the arbitration award. The award of the arbitrator will be in writing and will include a statement describing the reasons for the disposition of any claim.

You also acknowledge and understand that, with respect to any dispute with us arising out of or relating to your use of the Services:

- You are giving up your right to have a trial by jury;
- You are giving up your right to serve as a representative, as a private attorney general, or in any other representative capacity, or to participate as a member of a class of claimants, in any lawsuit involving any such dispute: and
- You must file any claim within one (1) year after such claim arose or it is forever barred.

If this arbitration provision is found to be null and void, then all disputes arising in connection with the Sweepstakes or these Official Rules between us will be subject to the jurisdiction of the state and federal courts located in Baltimore, Maryland, and you and we hereby submit to the personal jurisdiction and venue of these courts.

This agreement to arbitrate will not preclude you or Sponsor from seeking provisional remedies in aid of arbitration, including without limitation orders to stay a court action, compel arbitration or confirm an arbitral award, from a court of competent jurisdiction. Furthermore, this agreement to arbitrate will not preclude you or UA Connected Fitness, Inc. from (i) applying to the appropriate court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary, or (ii) seeking relief in any state or federal court for disputes related to a violation or possible violation of Sponsor's intellectual property rights.

In the event of any litigation or arbitration arising from or related to this Sweepstakes or these Official Rules, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred including staff time, court costs, attorneys' fees, and all other related expenses incurred in such litigation or arbitration.

11. Governing Law: This Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of Maryland, regardless of conflicts of law principles. Any action or litigation concerning this Sweepstakes shall take place exclusively in the federal or state courts sitting in Maryland, and each Entrant expressly consents to the jurisdiction of and venue in such courts and waives all defenses of lack of jurisdiction and inconvenient forum with respect to such courts. Each Entrant agrees to service of process by mail or other method acceptable under the laws of the State of Maryland.

- 12. Privacy: By entering the Sweepstakes, each Entrant agrees to the Sponsor's use of their personal information as described in Under Armour's Privacy Policies located at <a href="http://about.mapmyfitness.com/under-armour-user-privacypolicy/?ga=1.252169102.668811726.1421781276">http://about.mapmyfitness.com/under-armour-user-privacypolicy/?ga=1.252169102.668811726.1421781276</a> which are incorporated by reference herein and made a part of these Official Rules, except in those limited cases where these Official Rules expressly expand, modify, or contradict the Privacy Policies. In those circumstances, these Official Rules will govern the privacy relationship between Sponsor and the Entrants. If during the registration process of the Sweepstakes, Entrants have elected to receive (opt-in) email communications from Sponsor's future promotions or other offers, Entrants may choose to opt-out and unsubscribe from such email communications at any time by accessing the link in the footer of the emails. If you are selected as a winner, your information may also be included in a publicly-available winner list.
- **13. MapMyFitness's Terms and Conditions of Use:** The MapMyFitness Terms and Conditions of use located at <a href="http://about.mapmyfitness.com/under-armour-terms-and-conditions-ofuse/?\_ga=1.242172037.668811726.1421781276">http://about.mapmyfitness.com/under-armour-terms-and-conditions-ofuse/?\_ga=1.242172037.668811726.1421781276</a> are incorporated by reference herein and made a part of these Official Rules.
- **14. Winners List:** For the names of the Winners, send a stamped, self-addressed envelope by September 30, 2018 to: Summer of a Million Miles Challenge, PO Box, 1916, New York, NY 10156.
- 15. Sponsor: UA Connected Fitness, Inc., 211 Walter Seaholm Drive, Ste 200, Austin TX, 78701
- 16. Administrator: The A Team LLC, 1441 Broadway, New York, NY 10018.

Apple Inc. is in no way a participant in, Sponsor of, or associated with the Summer of a Million Miles Challenge nor are any of the prizes being issued for this challenge Apple products or affiliated with Apple Inc.