

OFFICIAL GIVEAWAY RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. THIS GIVEAWAY IS LIMITED TO REGISTERED 2023 MIDSTATE RACE PARTICIPANTS. VOID WHERE PROHIBITED.

SPONSORS. This contest is sponsored by **New England Race Events, LLC and Vibram Corporation.** (“Sponsors”). References to Sponsors in this Agreement shall refer solely to the companies sponsoring the contest and, its parent company, affiliates, subsidiaries, and respective employees, officers, and directors.

ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED. PARTICIPATION IN THE GIVEAWAY CONSTITUTES YOUR AGREEMENT TO AND ACCEPTANCE OF THE OFFICIAL RULES (“RULES”) BELOW.

1. Eligibility

This giveaway (“Giveaway”) is open only to those registered individuals who are legal residents of the 50 United States or the District of Columbia, at least 18 years of age at the time of entry, and are a registered race participant in the 2023 Midstate Race. Employees and other representatives of Sponsor, and its affiliates (and the immediate family members thereof of each) are not eligible to enter.

2. Agreement to Rules.

By participating in the Giveaway, all entrants fully and unconditionally agree to and accept these Official Rules and the Sponsors’ decisions, which are final and binding in all matters related to the Giveaway. Winning the prizes (described below) is contingent upon fulfilling all requirements set forth herein.

3. Giveaway Period

The Giveaway begins at 8am EST on **July, 3, 2023** and ends at 12pm EST on **July 7, 2023** (“Giveaway Period”). Entries that are submitted before or after the Giveaway Period will be automatically disqualified.

4. How to Enter

The Giveaway must be entered by (1) posting a humorous Instagram story capturing or otherwise displaying the entrant’s favorite trail running shoe (image and content) and describing “Why you need your shoes resoled”, (2) follow @vibramnorthamerica and @newenglandraceevents (midstate), and (3) tag @vibramnorthamerica and @newenglandraceevents (midstate) in the applicable entry post. The entry must fulfill all giveaway requirements, as specified herein, to be eligible to win a prize. Entries that are incomplete or submitted without following the rules or specifications may be disqualified at the sole discretion of the Sponsors.

You may enter only once and you must fill in the information requested. You may not enter more times than indicated by using additional social media accounts, identities or devices in an attempt to circumvent the rules. If you use fraudulent methods or otherwise attempt to circumvent the rules,

your entry may be removed from eligibility at the sole discretion of the Sponsors. Any non-complying entry will subject the entrant to disqualification in Sponsor's sole discretion. Sponsors are not responsible for entries that are incomplete or inaccurate whether caused by any technical or human error, which may occur in the processing of entries. Sponsors are not responsible for computer system, phone line, hardware, software or program malfunctions, or other errors, failures or delays in electronic transmissions or network connections that are human or technical in nature. By submitting an entry, you agree that your submission is gratuitous and made without restriction, and will not place Sponsors under any obligation.

5. Prizes and the value of the Prizes

At the end of the Giveaway Period, four (4) chosen entrants with the funniest stories will be selected. Selection of the winners is at the sole and complete discretion of the Sponsors. Winners will be selected to receive one (1) re-soling service for a pair of shoes. Winners shall select from a Speedstar, Zegatrac or Peak District sole featuring either a Vibram Litebase & Megagrip outsole. Approximate retail value (ARV) of each prize is **\$(75.00)**. ARV of all prizes is **\$(300.00)**. Value of prize may vary based on the soles selected by winner. Any difference between the stated ARV and the actual value, if any, will not be awarded. All prize details are in Sponsors' sole discretion. Winner is solely responsible for all costs and expenses (including taxes) not specifically described herein.

6. General Prize Restrictions

The prizes are subject to availability and are subject to change. The prize may not be transferred, assigned, changed or redeemed for cash, except at the sole discretion of the Sponsors. The Sponsors reserves the right to substitute a prize in whole or in part with other prizes of comparable or greater value if the intended prize is not available for any reason as determined by the Sponsors in their sole discretion. Sponsors will file where required an IRS Form 1099 with the Internal Revenue Service for the fair market value of any prize.

7. Winner Notification

This section is only applicable to eligible entrants that qualify for a Prize and have not been disqualified for attempting to circumvent the rules as determined by the Sponsors. Sponsors will attempt to notify the potential winners via Instagram on or about the end of the Giveaway Period. **If you are eligible for a prize, you will be notified by direct message from Vibram's Official Instagram Account.** Please use extreme caution if you receive direct messages from other non-official social media accounts that may impersonate or otherwise attempt to mislead you by claiming to be an official account of Vibram or sponsor of the Giveaway. The Sponsors will not be responsible for any losses resulting therefrom. You will be required to respond to directly to Vibram within five (5) days of the date of notice or attempted notice is sent, in order to claim your Prize. If you cannot be contacted, or you fail to respond appropriately within the required time period, you forfeit your Prize.

ANY VIOLATION OF THESE OFFICIAL GIVEAWAY RULES BY ANY WINNER (AT SPONSORS' SOLE DISCRETION) WILL RESULT IN THE WINNER'S DISQUALIFICATION AS WINNER OF THE GIVEAWAY AND WILL NO LONGER BE CONSIDERED AN ELIGIBLE PARTICIPANT.

8. Odds of winning

The odds of winning depend on the total number of entries received.

9. General Conditions

In the event that the operation, security, or administration of the Giveaway is impaired in any way for any reason, including, but not limited to fraud, technical problems, security malfunctions or in the event the Giveaway is unable to run as planned for any other reason, as determined by Sponsors in their sole discretion, Sponsors may, in their sole discretion, either: (1) suspend the Giveaway to address the impairment and then resume in a manner that best conforms to the spirit of these Rules; or (2) terminate the Giveaway and, in the event of termination, no participant shall be eligible for a Prize of any type. Sponsors reserve the right in their sole discretion to disqualify any individual it finds to be tampering with the operation of the Giveaway or to be acting in violation of these Rules or in a disruptive manner. Any attempt by any person to damage the promotion or undermine the legitimate operation of the Giveaway including, but not limited to; multiple entries from the same user from different IP addresses; multiple entries from the same computing device in excess of that allowed by giveaway rules; or the use of bots, employed humans to create false entries, macros or scripts or other technical means for entering may be a violation of criminal and civil law, and, should such an attempt be made, Sponsors reserve the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law.

10. Release and Limitations of Liability

By participating in the Giveaway, you agree to release and hold harmless Sponsors, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Giveaway, and each of their respective officers, directors, employees, shareholders, representatives, and agents (together, "Released Parties") from and against any claim or cause of action arising out of participation in the Giveaway or receipt of a Prize, including, but not limited to: (a) any technical errors associated with the Giveaway, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, or wireless service provider; (b) unauthorized human intervention in the Giveaway; (c) mechanical human, printing or typographical errors; or (d) injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from your participation in the Giveaway or acceptance, receipt or misuse of any Prize you may receive.

You further agree that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Giveaway, and in no event shall the entrant be entitled to receive attorney's fees. Released Parties are also not responsible for any incorrect, inaccurate, or misleading information, whether caused by third-parties, site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Giveaway.

10. Privacy & Information Submitted

Any information you provide to Sponsors may be used to communicate with you in relation to this Giveaway or on a Giveaway Winner's list. By entering the Giveaway, you agree to receive electronic communications periodically from the Sponsors. You can opt-out of receiving these communications at any time by unfollowing their respective accounts on Instagram, clicking the unsubscribe link any newsletter if subscribed, or contacting the Sponsor directly to request an opt

out. Information submitted in connection with the Giveaway will be treated in accordance with the Sponsors' Privacy Policy.

11. Dispute Resolution

Except where prohibited, by participating Giveaway entrants agree that: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participant(s) and Sponsors and their agents shall be governed by and construed exclusively in accordance with the laws of the State of Massachusetts without giving effect to any principles of conflicts of law of any jurisdiction. Entrant agrees that any action at law or in equity arising out of or relating to this Giveaway, or awarding of the prizes, shall be filed only in the state or federal courts located in Suffolk County, Massachusetts and entrant hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action. Except where prohibited, by participating in this Giveaway, each entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Giveaway, or awarding of the prizes, shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Giveaway but in no event attorneys' fees; and (c) under no circumstances will any participant be permitted to obtain awards for and 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.