2020 IRONMAN® WORLD CHAMPIONSHIP HAWAIIAN DRAWING

Official Rules

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED.

IRONMAN® AND IRONMAN WORLD CHAMPIONSHIP® ARE REGISTERED TRADEMARKS OF WORLD TRIATHLON CORPORATION.

- 1. Eligibility: To be eligible to enter the "2020 IRONMAN World Championship Hawaiian Drawing" (the "Drawing"), you must be:
 - (a) an individual 18 years old at the time of entry;
 - (b) a resident of the state of Hawaii, as evidenced by a copy of the entrant's current Hawaii State ID or Hawaii State Driver's License and two of the following documents to validate residency in order to confirm Hawaiian residency at the time of registration for the Drawing: (a) current valid Vehicle Registration or Title, (b) voter registration card or other mail addressed to the applicant from a government or medical entity that is not more than two months old, (c) utility bill with entrant's name and address (not more than two months from application date), (d) checking or savings account statement not more than two months old, (e) payroll check or check stub with entrant's name and address issued by an employer not more than two months old, (f) current mortgage account or proof of home ownership, (g) current residential rental or time-share contract for six months or more, (h) Wage and Tax Statement form W-2 or 1099R, original or certified copy issued within the last year, (i) receipt for personal property taxes paid or current property tax assessment form, (j) medical card issued by a health insurance agency, provided the principal residence address is printed on the card, (k) spouse or parent affidavit, provided the spouse or parent's address can be verified, (1) in areas where a number and street name have not been assigned for United States Mail Delivery, an address convention used by the United States Postal Service is acceptable. Other forms of documentation may be required by the Sponsor (defined below), as needed;
 - (c) not an employee, officer, director, or agent of World Triathlon Corporation or any of its parents, affiliated companies, subsidiaries, licensees, suppliers, printers, or advertising or drawing/contest agencies, and not otherwise involved with or associated with the Drawing;
 - (d) not an employee, officer, or director of any company or organization associated with the Drawing;
 - (e) not a shareholder of any company referenced in item (c) or (d) above (but only if such company is not a publicly traded company);

- (f) not an immediate family member (as defined below) or a household member (as defined below) of any individual referenced in item (c), (d), or (e) above;
- (g) not a professional triathlete; and
- (h) not planning to become a professional triathlete before October 10, 2020.

"Immediate family members" means parents, step-parents, children, step-children, siblings, half-siblings, spouses, and domestic partners. "Household members" means people who have the same residence at least three (3) months during the past twelve (12) months. The Drawing is subject to all applicable federal, state, and local laws and regulations. The Drawing is void where prohibited by law.

- **2. Sponsor & Administrator of the Drawing:** World Triathlon Corporation, a Florida corporation ("Sponsor") located at 3407 West Dr. Martin Luther King Jr. Blvd., Suite 100, Tampa, Florida 33607. The drawing shall be administered by William L. Wong CPA & Associates, Inc., 75-5591 Palani Road, Suite 3008, Kailua-Kona, HI 96740 (herein referred to as "Administrator").
- **3. Agreement to Official Rules:** By participating in the Drawing, entrant represents and warrants that he/she has read and understood, and fully and unconditionally agrees to and accepts, these Official Rules and that the decisions of the Sponsor are final and binding in all matters related to the Drawing. The ability to be selected via this Drawing is contingent upon fulfilling all requirements set forth herein.
- 4. Entry Periods: The Drawing entry period begins at 12:00 P.M. Hawaii Aleutian Time ("HT") on February 21, 2020 and ends at 11:59:59 P.M. HT on April 3, 2020 (the "Entry Period"). Administrator's computer is the official timekeeping device for this Drawing.
- **5. How to Enter:** NO PURCHASE IS REQUIRED TO ENTER OR WIN THE DRAWING. LIMIT ONE ENTRY PER PARTICIPANT. Individuals may enter the Drawing during the Entry Period by visiting http://www.ironman.com/im703-hawaii-athletes and following the on-screen instructions to register, during the Entry Period, for the Drawing. The following personal information of each entrant will be required to be disclosed in order to register for the Drawing: full legal name, e-mail address, telephone number, date of birth, home address, and proof of entrant's state of residency.

Each entrant is limited to only one (1) entry in the Drawing. Any attempt by an individual entrant to obtain more than one (1) entry, whether by using multiple/different e-mail addresses, identities, registrations or logins, or via any other methods, will void all of such entrant's entries and that entrant may be disqualified from further participation or from registering anew. Any use of automated, programmed, or similar entry methods or agents will void all entries by the entrant who employs, or causes to be employed, such methods. Entry materials/data that have been tampered with or altered are void. Once submitted, entries become the sole property of Sponsor or its designee and such entries will not be acknowledged or returned.

6. Drawing: On or about **April 10, 2020**, Administrator will conduct a random drawing from all eligible entries. The first twenty (20) eligible entries drawn will be the "Selected Entrants" for the Drawing (herein referred to individually as a "<u>Selected Entrant</u>"), subject to the respective entrant complying with and fulfilling all requirements of these Official Rules. Each entry, has an equal chance of being selected as any other entry.

The Selected Entrants will be announced and notified by email at the email address provided by such Selected Entrant on or before April 17, 2020 and will receive all relevant documents and materials on or before April 24, 2020. To claim the prize, the Selected Entrant must: (a) respond as directed within ten (10)

days after the first notification attempt (each Selected Entrant is responsible for ensuring that his/her email address is enabled); and (b) return to the Sponsor, by the date and manner specified, the applicable affidavits and releases as may be required by the Sponsor. If any Selected Entrant cannot be reached within ten (10) days after the first notification attempt, or fails to comply with any of these Official Rules, or if the Sponsor determines that the Selected Entrant is ineligible or disqualified, an alternate entrant will be selected by random drawing from the remaining eligible entries.

7. Prize Package; Odds:

Twenty (20) Grand Prizes

• Grand Prize: The opportunity to purchase a non-transferable entry to compete in the 2020 IRONMAN World Championship triathlon in Kona, Hawaii (as a member of the Kukui division) for USD\$1,025.

Please note: no transportation is included with the prize. The Selected Entrant will be responsible for all transportation such as an airline flights, and automobile transportation to and from any airports, hotels, and the 2020 IRONMAN World Championship event. As a member of the Kukui division, each Selected Entrant will not be competing as an age-group athlete and will not be eligible to be included in age-group rankings or the associated awards.

The Sponsor is not responsible if a Selected Entrant does not use the race entry on the day of the race. All expenses, including travel, and other costs not expressly stated in the above, are the sole responsibility of each Selected Entrant. The opportunity to purchase an entry to compete in the 2020 IRONMAN World Championship triathlon in Kona, Hawaii (as a member of the Kukui division) described herein is not transferrable or redeemable for cash and has no cash value.

Only a Selected Entrant will be provided the opportunity to purchase, at a full retail value of \$1,025 plus processing fees (total price including Hawaii GE Tax 4.7120%), an entry into the 2020 IRONMAN® World Championship triathlon that would not otherwise be available to the public for sale. The odds of an entrant being selected in this Drawing depend on the total number of eligible entries submitted in accordance with these Official Rules.

As the swimming, bicycling, and running distances are substantial, and the IRONMAN World Championship triathlon is extremely physically demanding, both the entrants and Sponsor must act reasonably to ensure the safety of all participants while providing entrants the opportunity to purchase an entry to participate in the race. As such, a Selected Entrant shall be required to demonstrate their personal completion of a USAT sanctioned triathlon consisting of, at a minimum, a 1.2-mile swim, a 56-mile bike ride, and a 13.1-mile run, between October 12, 2019, and August 23, 2020, so as to ensure the health and safety of the Selected Entrant and all other participants during the course of the 2020 IRONMAN® World Championship triathlon. Sponsor's review of evidence related to this required demonstration, and Sponsor's approval of such evidence, will not be unreasonably withheld.

EACH SELECTED ENTRANT IS SOLELY RESPONSIBLE FOR ANY AND ALL FEDERAL, STATE, AND LOCAL TAXES AND FEES ASSESSED AS A RESULT OF RECEIPT OR USE OF THE PRIZE AND FOR ALL COSTS AND CHARGES NOT INCLUDED IN THE PRIZE PACKAGE. The prize is not transferrable or redeemable for cash.

The prize has an aggregate approximate retail value of **USD\$0**. The odds of an entrant being selected in this Drawing depend on the total number of eligible entries submitted in accordance with these Official Rules.

Subject to such aggregate value, Sponsor reserves the right to substitute any one or more components of a prize with a prize or component of equal or greater value.

As a condition of being selected, the Selected Entrant may be required to complete, sign and return to Sponsor an Affidavit of Eligibility, and, except where prohibited by law, a Publicity Release, within ten (10) days after the date on which the entrant receives notice of being a Selected Entrant.

- **8. Publicity:** Except where prohibited by law, participation in the Drawing constitutes entrant's consent for the Sponsor and the Sponsor's designees to use entrant's name, voice, likeness, statements, photographs, audiovisual recordings, opinions, biographical information, and state of residence for purpose of advertising the Drawing, any subsequent drawing, contest, or other promotion by Sponsor, any event owned or licensed by Sponsor, or for any other commercial purpose, in each case in any media or manner, now known or hereafter devised, without payment, consideration, notice, or approval.
- 9. General Provisions: In the event that the operation, security, or administration of the Drawing is impaired in any way for any reason, including, but, not limited to, fraud, virus or other technical problem, the Sponsor may, in its sole discretion, either: (1) suspend or modify the Drawing to address the impairment and resume the Drawing in a manner that best conforms to the spirit of these Official Rules; and/or (2) award the prize(s) in a random drawing from among all eligible entries that have registered up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Drawing or to be acting in violation of these Official Rules, or in an improper manner. Any attempt by any person to undermine the legitimate operation of the Drawing may be a violation of criminal and civil law, and, if such an attempt is made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any provision or aspect of these Official Rules shall not constitute a waiver thereof.
- 10. Release of Liability: Except where prohibited, by participating in the Drawing, entrants agree to release, indemnify, defend, and hold harmless Sponsor and its related companies, parents, subsidiaries, affiliates, event hosts, sponsors, and their respective agents and agencies, and their respective officers, directors, employees, shareholders, members, and agents (the "Released Parties") from and against any and all claims, actions, losses, injuries, damages, expenses, fees, taxes, assessments, judgments, or causes of action arising out of or in connection with participation in the Drawing or receipt or use or misuse of any entry or ability to enter the 2020 IRONMAN World Championship triathlon, including, but not limited to: (1) unauthorized intervention in the Drawing; (2) any technical error related to computers, servers, providers, or telephone or network lines; (3) printing errors; (4) any error in the administration of the Drawing or the processing of entries; (5) any late, lost, or undeliverable entry; or (6) injury or damage to, or taxes related to, any person or property, or the death of any person, that may be caused, directly or indirectly, in whole or in part, from any entrant's participation in the Drawing or receipt or use or misuse of any part of any entry or ability to enter the 2020 IRONMAN World Championship triathlon by any person, including without limitation in connection with air travel, any other transportation, lodging, or attendance at or participation in any event.
- 11. Limitations of Liability: Entrant agrees that in any cause of action, the Released Parties' liability for any and all claims, judgments, and awards will be limited to the reasonable out-of-pocket expenses actually paid for by the entrant that are directly related to entering and participating in this Drawing (which, for the avoidance of doubt, excludes, for example, telephone expenses and Internet access), and in no event shall any of the Released Parties be liable for attorney's fees.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE ENTRANT WAIVES THE RIGHT TO CLAIM ANY OTHER DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO,

PUNITIVE, COMPENSATORY, CONSEQUENTIAL, DIRECT, OR INDIRECT DAMAGES, DAMAGE TO PROPERTY OR PERSON, OR ANY LOSS OF DATA, LOST PROFITS OR INCOME, OR LOSS OF CONSORTIUM, OR CLAIMS BY THIRD PARTIES, AND THE ENTRANT FURTHER WAIVES ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MIGHT NOT APPLY TO YOU.

WITHOUT LIMITING THE GENERALITY OR EFFECT OF THE FOREGOING: NONE OF THE RELEASED PARTIES MAKES ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY PROMOTIONAL WEB SITE AND NONE OF THE RELEASED PARTIES WILL BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS RELATED THERETO. NONE OF THE RELEASED PARTIES IS RESPONSIBLE FOR LOST, LATE, INCOMPLETE, ILLEGIBLE, INACCURATE, DELAYED, GARBLED, DAMAGED, STOLEN OR MISDIRECTED ENTRIES, OR PROBLEMS OF ANY KIND RELATED THERETO, WHETHER OF MECHANICAL, HUMAN, OR ELECTRONIC CAUSE OR ORIGIN.

ENTRANTS AGREE THAT NONE OF THE RELEASED PARTIES HAS MADE OR ARE IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION, OR GUARANTEE, WHETHER STATUTORY, EXPRESS, OR IMPLIED (INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE), IN FACT OR IN LAW, RELATIVE TO THE DRAWING OR THE ABILITY TO ENTER THE 2020 IRONMAN WORLD CHAMPIONSHIP TRIATHLON.

If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Drawing; provided that if it is not possible to award another entry due to discontinuance of the Drawing for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any prize offered.

- 12. Choice of Forum; Governing Law: Entrant agrees that any and all disputes, claims and causes of action arising out of or connected with this Drawing, or the 2020 IRONMAN World Championship triathlon shall be resolved solely individually, without resort to any form of class action, and exclusively by the United States District Court for the Middle District of Florida (Tampa Division) or the appropriate Florida state court located in Hillsborough County, Florida. All issues and questions concerning the construction, validity, interpretation, or enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Drawing, shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules that would result in the application of the laws of any other jurisdiction.
- **13. List of Selected Entrants:** For a statement of the identification of the Selected Entrants from the Drawing, visit http://www.ironman.com/im703-hawaii-athletes or view the West Hawaii Today newspaper. The list of Selected Entrants will remain posted online, at the website listed herein, until July 31, 2020.

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