

Official Rules for the Never Not an Athlete Promotion

No Purchase Necessary. A Purchase Will Not Increase Your Chances of Winning.

1. **Overview:** This Promotion is offered by Eastbay, Inc. and Champs Sports (collectively, "Sponsor"). By participating, you can help a high school that you designate get a chance to win sporting equipment.
2. **Eligibility:** Anyone who is a United States resident and is at least thirteen (13) years old can submit an entry on behalf of any high school that is located in the United States.
3. **Entry Period:** The Promotion begins at approximately 12:00 AM ET on April 17, 2020 and ends at 11:59 PM ET on May 11, 2020 ("Entry Period"). Entries submitted before or after the Entry Period will not be eligible. Sponsor's computer is the official time-keeping device for the Promotion.
4. **How to Enter:**
 - a. **Create Your Entry:** Take a photo or video demonstrating how you are never not an athlete (your "Entry"). If other people are depicted in your Entry, they must all be at least thirteen (13) years old.
 - b. **Content Requirements:** Please make sure your Entry does not: (a) violate anyone's rights, including, but not limited to, copyrights or trademark rights; (b) prominently feature any trademarks or logos; (c) portray Sponsor in a negative light; or (d) contain any content that is inappropriate or indecent, as determined by Sponsor, in its sole discretion. Sponsor reserves the right to disqualify an Entry that fails to meet these requirements, as determined by Sponsor, in its sole discretion. If your Entry depicts any person other than yourself, you must obtain written permission from each person (or from his/her parent or legal guardian) to grant the rights described in the "Sponsor's Rights to Entries" section below.
 - c. **Submit Your Entry:** Post your Entry on Facebook, Instagram, or Twitter using the following hashtags: #NeverNotAnAthlete and #ChampsXEastbay. In addition, in order for your schools to receive credit, you must include a hashtag that consists of your school's name, followed by their mascot (#SchoolNameMascotName). There is a limit of one (1) entry per person per day of the Entry Period, regardless of the method of entry. Your account must be public and viewable by Sponsor. Posting a photo on Instagram requires a mobile device and, therefore, message and data rates may apply. By entering, you indicate your full agreement to these Official Rules.
5. **Sponsor's Rights to Entries:** You do not transfer ownership of your Entry by entering the Promotion. However, by entering, you grant Sponsor, its agents, licensees, and assigns an irrevocable, perpetual (non-exclusive) right and permission to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, modify, create derivative works of, exhibit, and otherwise use your entry as-is or as-edited (with or without using your name) in any media throughout the world for any purpose, without limitation, and without additional review, compensation, or approval from you.

6. **Selection of Schools:** On or about May 15, 2020, Sponsor will select the top five (5) schools based on the number of Entries received. In the event of a tie, Sponsor will select the winning school in a random drawing of the tied schools. The odds of being selected depend on the number of Entries received.
7. **School Requirements:** Sponsor will attempt to contact the athletic directors at the winning schools within three (3) days of the selection. If a school does not respond or accept the prize within three (3) days, Sponsor reserves the right to award the prize to an alternate school.
8. **Prizes:** The First Place school will receive a \$10,000 credit to the Eastbay Team Sales Store; the Second Place school will receive a \$7,500 credit to the Eastbay Team Sales Store; the Third Place school will receive a \$5,000 credit to the Eastbay Team Sales Store; the Fourth Place school will receive a \$3,500 credit to the Eastbay Team Sales Store; the Fifth Place school will receive a \$2,500 credit to the Eastbay Team Sales Store. The school may be responsible for paying any applicable income taxes and all other costs and expenses not listed above. Prize details not specified above will be determined by Sponsor, in its sole discretion. A prize may not be transferred prior to award and must be accepted as awarded. A winner may not request cash or a substitute prize.
9. **General Conditions:** In the event that the operation, security, or administration of the Promotion is impaired in any way, Sponsor may, in its sole discretion, either: (a) suspend the Promotion to address the impairment and then resume the Promotion; or (b) select winners based on the number of Entries at the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify and seek damages from any individual who tampers with the operation of the Promotion, violates these Official Rules, or acts in a disruptive or unsportsmanlike manner. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Proof of sending any communication to Sponsor by mail shall not be deemed proof of receipt of that communication. The Promotion is subject to federal, state, provincial, and local laws and regulations, and is void where prohibited.
10. **Release and Limitations of Liability:** By entering, you agree to release and hold harmless Sponsor, Instagram, their parents, subsidiaries, affiliates, and advertising and Promotion agencies, and each of their respective officers, directors, employees, and agents (collectively, the "Released Parties") from and against any claim or cause of action arising out of participation in the Promotion, including, but not limited to (a) unauthorized human intervention in the Promotion; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) any errors on the social media platforms that may prevent an individual from participating or receiving direct messages; (d) printing errors; (e) lost, late, postage-due, misdirected, or undeliverable mail; (f) errors in the administration of the Promotion or the processing of posts; or (g) injury or damage to persons or property. You further agree that in any cause of action, in no event shall the Released Parties be liable for attorneys' fees or other legal costs. You waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.
11. **Disputes:** You agree that any and all disputes, claims and causes of action arising out of, or connected with, the Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in New York. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of the Sponsor in

connection with the Promotion, shall be governed by, and construed in accordance with, the laws of New York, without giving effect to any choice of law or conflict of law rules (whether of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than New York.

12. **Winner Information:** Winners will be announced on Sponsor's social media channels.
13. **Sponsor:** The Promotion is sponsored by Eastbay, Inc., 111 S. 1st Avenue, Wausau, WI 54401. The Promotion is not sponsored, endorsed or administered by, or associated with, Facebook Instagram, or Twitter.