

NIKE HYPERADAPT 1.0 RESERVED FOR YOU TERMS AND CONDITIONS

NO PURCHASE NECESSARY TO ENTER. VOID WHERE PROHIBITED.

1. Who is eligible?

This promotion is open only to legal permanent US residents who are thirteen (13) or older at the time of entry.

Participation constitutes entrant's full and unconditional agreement to these Terms and Conditions and Sponsor's decisions, which are final and binding in all matters related to the promotion. Eligibility is contingent upon fulfilling all requirements set forth herein.

2. Who is sponsoring the Promotion?

The promotion is sponsored by NIKE USA, Inc., One Bowerman Drive, Beaverton, Oregon 97005 (the "Sponsor"). Sponsor reserves the right to cancel, terminate or modify the promotion if it cannot be operated, conducted or completed as planned, for any reason.

3. How do I participate?

Download the NIKE+ App, log in with your NIKE+ ID and complete registration. There is a limit of one (1) registration per person. Subsequent registrations will be void. If you don't have a NIKE+ membership, you may create an account during registration. Membership and the NIKE+ App are free.

4. How will the eligibility to purchase the HyperAdapt 1.0 product be provided?

The Sponsor will select the recipients in a random drawing of all entries received for each available shoe size. The odds of receiving eligibility to purchase launch product depends on the number of eligible entries received and availability of shoe sizes. Winning recipients will be notified by receiving a Reserved for You invitation in the Nike+ app between 11/28—12/1. If a recipient has violated any of these Terms and Conditions, then an alternate recipient may be selected, at Sponsor's discretion.

5. What can I receive?

Winning recipients will receive a Reserved for You invitation in the Nike+ app, and the opportunity to purchase a pair of the HyperAdapt 1.0 in the size they select during registration. Any details not specified above will be determined by the Sponsor in its sole discretion. The recipient is responsible for any and all other costs and expenses not listed above.

6. What other terms should I be aware of?

Sponsor reserves the right to block and/or refuse sale to any participant in the promotion that Sponsor deems, in its sole discretion, has attempted to cheat or abuse the process, including through use of programs or scripts that allow users to automate their entries, or engaged in behavior that Sponsor deems as inappropriate.

The promotion is subject to federal, state, and local laws and regulations and is void where prohibited by law. In the event that the operation, security, or administration of the promotion 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: (a) cancel or terminate the promotion; (b) suspend the promotion to address the impairment and then resume the promotion in a manner that best conforms to the spirit of these Terms and Conditions; or (c) award the eligibility to purchase launch product at random from among the eligible entries received 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 promotion or to be acting in violation of these Terms and Conditions or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the promotion may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision. In the event Sponsor is prevented from continuing with the promotion or the integrity and/or feasibility of the promotion is severely undermined by any event beyond the control of Sponsor, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor (each a "Force Majeure" event or occurrence), Sponsor shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel or terminate the promotion without any further obligation.

By participating in the promotion, entrants agree to release and hold harmless the Sponsor, its parent and related companies, and their respective officers, directors, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Promotion or purchase of launch product, 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) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the promotion or the processing of entries; or (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the promotion or purchase of launch product. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of participating in the Promotion, and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. Entrant agrees that the Released Parties have made no warranty, representation or guarantee, expressed or implied, in fact or in law, relating to any eligibility to purchase launch product.

7. How will disputes be handled?

Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the promotion or any awarded eligibility to purchase launch product shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Oregon. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, entrant's 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 the State of Oregon, without giving effect to any choice of law or conflict of law rules (whether of the State of Oregon or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Oregon.

11. Entrant's Personal Information: Information collected from entrants is subject to the Sponsor's Privacy Policy, which you may view at http://help-en-us.nike.com/app/answers/detail/article/privacy-policy/a_id/16378/p/3897