

NIKE'S CHASE SUMMER CHALLENGE T&C'S

These are the official Terms and Conditions ("T&C's") of NIKE's **CHASE SUMMER Challenge** ("the Challenge") and may be amended or updated by NIKE at any time. The current version of the T&C's shall be made available on <https://www.nike.com/events-registration/event?id=3931>

1. **WHO IS SPONSORING THE CHALLENGE?** The Challenge is sponsored by **Nike European Operations Netherlands BV** whose registered office is located at Colosseum 1, 1213NL, Hilversum, The Netherlands ("NIKE").

NIKE reserves the right to modify or cancel this Challenge at any time and, in the event of cancellation, substitute another in its place. This Challenge is in no way sponsored, endorsed or administered by, or associated with, Facebook or Twitter.

2. **NO PURCHASE REQUIRED TO ENTER OR WIN THE CHALLENGE:** No purchase is required to enter or win the Challenge. By entering this Challenge, individual entrants ("Entrants") accept and agree to be bound by these T&C's.

3. **WHO IS ELIGIBLE?** This Challenge is open only to individuals aged 18 and over at the time of entry who are residents of **The United Kingdom** who are registered with **Nike+ Running App/Fuel Band App/N+TC app**. If you do not currently have the app you can download for free by visiting www.nike.com

Employees of NIKE EUROPEAN OPERATIONS NETHERLANDS B.V., NIKE USA, Inc and its parent company, NIKE, Inc., their subsidiaries and affiliates, or of other companies associated with the promotion of the Challenge, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible.

4. **HOW DO I ENTER?** Creating your crew starts on 23rd July 2014 from 10:00am, on Monday 28th at 10am the challenge will begin and all miles, minutes will begin being accumulated it ends on 25th August 2014, at 09:00am (the "Entry Period").

Nike is challenging you to rally 5 of your friends ("Team") and to clock as much **Miles/ Nike Fuel/ Minutes**, over the Entry Period using the **Nike+ Running App/Fuelband/N+TC Training App**. All members of the Team will be **Entrants**, although one member of the Team will need to be the "**Crew Captain**".

Instructions for the Crew Captain:

- Sign up to **Chase Summer**, via the www.nike.com page. All entrants will need a Nike ID log in, which is available free of charge.
- Enter **#crewname and email address in the section which asks for the 'Captain's email address'**.
- Share the crew name and **Captain's email address** email address with their team members, who should sign up through the same way.
- If you do not already have the app downloaded, download **Nike+ Running App/Fuel Band App/N+TC app** for iPhone/Android for free by visiting www.nike.com
- Log into these apps with the same Nike ID as used for **Chase Summer**, and your progress on each of them will be polled with your crew members and will go towards your crew total.
- Start running/moving/training!

Instructions for Crew members:

- Sign up to **Chase Summer** event, via the www.nike.com. All entrants will need a Nike ID log in, which is available free of charge.
- Enter **#crewname as per instructions from crew captain and their email address in the captain's email address section**.
- If you do not already have the app downloaded, download Nike+ Running app/Nike Fuel app/N+TC App for iPhone/Android for free by visiting www.nike.com
- Log into these apps with the same Nike ID as used for **Chase Summer**, and your progress on each of them will be polled with your crew members and will go towards your crew total.
- Start running/moving/training!

BY REGISTERING FOR THIS CHALLENGE EACH ENTRANT CONFIRMS THAT HE/SHE AND ALL MEMBERS OF HIS/HER TEAM HAVE READ AND AGREED TO THESE T&C'S.

5. **HOW WILL WINNERS BE SELECTED?** On 2nd September 2014, after midnight the winning Team for each challenge Chase Summer, Shake it and Train wild will be selected based on the Team that has accumulated the most Miles/Fuel/Minutes as the winners, as applicable, ("**Winners**") from among the Teams who have registered in line with the criteria set out above. Winning the Challenge is contingent on compliance with these T&Cs.

All crew members will be notified via email with instructions to claim the Prize. Winners will be notified within 24 hours from the selection date. Winners must respond within 48 hours of such notification with their confirmation of acceptance to the T&C's and contact details for all Entrants or an alternative Team will be selected using the same method as set out above.

Decisions of NIKE are final and binding in all respects.

6. **WHAT CAN I WIN?** The winning Team ("**Winners**") will win a VIP experience at a Nike Event in September 2014 ("**Event**"). Full details to be communicated shortly. Travel to location to be communicated shortly for the Team via plane or train (2nd /economy Class), as the case may be. The winning Team will also be given an overnight stay in a Nike designated hotel (altogether the "**Prize**"). Departure dates and times are subject to availability and at the sole discretion of NIKE. Meals and ground transportation will not be included in the prize. Certain restrictions may apply.

The Prize is not transferable and must be accepted as awarded. No cash or other substitution may be made, except by NIKE, who reserves the right to substitute the Prize with another prize of equal or greater value if the Prize is not available for any reason as determined by NIKE in its sole discretion.

7. **WHAT WILL WINNERS BE EXPECTED TO DO?** Following selection as the Winners of the Challenge all members of the winning Team will be required to register for the Event and agree to the Event's terms and conditions of participation. As part of the registration process Winners will be required to confirm that they are in good physical condition, have the physical capacity to participate in the Event and have no medical or health condition which would endanger them by participating in the Event. Nike shall not be liable in the event that the Winners cannot participate in the Event as a result of any failure to comply with the terms in this paragraph. Winners are responsible for taxes and any and all other costs and expenses not listed, including but not limited to transfers, food and drink insurance and any applicable travel documentation.

8. **FILM AND VIDEO RELEASE.** Entrants and Winners acknowledge that NIKE may wish to photograph or film them at any time during the Event or during any of the Challenge or the Event's associated activities, for advertising, promotional or other commercial purposes or for NIKE's internal purposes. The Winners consent and agree that photographs, film and video may be taken of them whilst participating in the Event or otherwise relating to the Prize and any other activities or events associated with this Challenge. To the maximum extent permitted by applicable law the Winners unconditionally grant NIKE, its subsidiaries and third party commercial partners the right to use, throughout the world and without any compensation, any photograph, video, image or likeness of them in any media including, but not limited to, television, the internet, product catalogues and brochures, point-of-purchase videos and displays, and any other printed or written material in connection therewith, for the purpose of advertising, promoting, marketing, and selling NIKE products or promoting the Challenge, the Event or any other associated events.

9. To the maximum extent permitted by applicable law, each Entrant irrevocably grants NIKE, its subsidiaries and third party commercial partners the unconditional and perpetual right throughout the world, without any expectation of compensation, to use each Entrant's submission and other information supplied by each Entrant to NIKE and each

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Entrant's image and likeness in any and all media, whether now known or hereafter developed or discovered, including, but not limited to, television, the internet, product catalogues and brochures, point-of-purchase videos and displays, and any other printed or written material in connection therewith, for the purpose of advertising, promoting, marketing, and selling NIKE or NIKE associate company products or promoting the Challenge.

10. **ASSUMPTION OF RISK.** Entrants acknowledge that participation in the Challenge and the Event may involve risks and dangers of accidents, personal and bodily injury. Entrants confirm that they are in good physical condition, have the physical capacity to participate in the Challenge and the Event and have no medical or health condition that could endanger them by. Entrants understand and have considered and evaluated the nature, scope and extent of the risks involved, and Entrants accept all risks associated with such activities. NIKE is not responsible for any personal injury caused through participation in the Challenge (other than personal injury caused by Nike's negligence or wilful misconduct or where liability cannot be excluded under applicable law).
11. **INSURANCE.** Entrants understand that NIKE does not provide any insurance, whether life or medical or liability, for any illness, accident, injury, loss or damage that may arise in connection with their participation in the Challenge or their participation in the Event.
12. **INDEMNITY.** To the maximum extent permitted by applicable law Entrants unconditionally agree to hold harmless, indemnify and reimburse NIKE from and against any claim, sum, costs, damages or expenses (including reasonable legal fees) arising in connection with any accident, loss or damage arising out of their participation in the Challenge or the Event. Entrants understand that any liability of NIKE relating to the Challenge or Event is excluded except in case of negligence or, wilful misconduct of NIKE or where liability cannot be excluded under applicable law.
13. **PERSONAL DATA PROTECTION.** I understand and agree that in order to participate in the Challenge; I am required to supply certain information about myself in this form and on the Challenge entry form. NIKE has specified which information is mandatory in order to participate in the Challenge. I understand and agree that this information will be used by NIKE for the purposes of administering the Challenge. I understand and agree that all personal information provided by me will be subject to the NIKE Privacy and Cookie Policy which can be found at http://help-en-gb.nike.com/app/answers/detail/article/privacy-policy/a_id/16415/p/3897.

All personal information relating to Entrants collected by or on behalf of NIKE from which each Entrant can be identified will be recorded electronically and will be used at all times in accordance with the relevant Data Protection regulations for the European Union and Turkey. NIKE may transfer Entrant's personal information to any company within its group and these may be based outside of the European Economic Area. All US members of the NIKE group of companies adhere to the International Safe Harbor Privacy Principles established by the US Department of Commerce for the collection, storage, use, transfer or other processing of personal data transferred from the European Economic Area to the United States of America. Entrant hereby consents to the transfer of his/her personal information outside of the European Economic Area. NIKE will not disclose any such information to third parties, save as expressly stated under these T&C's.

Entrants have a right to access, correct and delete personal information provided to NIKE and may exercise this right by contacting <http://help-en-gb.nike.com/app/landing/contact/>

14. OTHER TERMS

Any violation of the T&C's may result in disqualification. NIKE has no obligation to notify violators of their disqualification.

USER GENERATED CONTENT Entrants confirm that they will not publish or post any text, statement, photograph, image or other material in relation to the Challenge which is obscene, defamatory, infringes the intellectual property or other legal rights of any third party or is otherwise unlawful, offensive or inappropriate. "NIKE" and associated trademarks owned by the NIKE group of companies are registered trademarks and Entrants acknowledge and agree that these trademarks cannot be copied or used in any way without the prior written consent of NIKE.

CHALLENGE OPERATIONS In the event that the operation, security, or administration of the Challenge is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, NIKE may, in its sole discretion, either: (a) suspend the Challenge to address the impairment and then resume the Challenge in a manner that best conforms to the spirit of these T&C's; or (b) award the Prize from among the eligible entries received up to the time of the impairment. NIKE reserves the right in its sole discretion to (i) not award a prize (if applicable) or seek the return of any prize, or (ii) disqualify, any individual it finds to be tampering with the entry process or the operation of the Challenge or to be acting in violation of these T&C's in an unsportsmanlike, inappropriate, illegal or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Challenge may be a violation of criminal and civil law, and, should such an attempt be made, NIKE reserves the right to seek damages from any such person to the fullest extent permitted by law. Failure by NIKE to enforce any term of these T&C's shall not constitute a waiver of that provision.

By participating in the Challenge, Entrants agree to release and hold harmless Twitter, Facebook, , NIKE, 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 Challenge or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Challenge; (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 Challenge 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 the Entrants participation in the Challenge or receipt or use of any prize. Entrants further agree that in any cause of action, the Released Parties' liability will be limited to the cost of participating in the Challenge, and in no event shall the Released Parties be liable for legal fees. Entrants waive the right to claim any damages whatsoever.

Entrants must comply with the user rules of Twitter and Facebook, copies of which can be found at <https://twitter.com/tos> and <https://www.facebook.com/policies/>.

15. **HOW WILL DISPUTES BE HANDLED?** These T&C'S and any disputes arising in connection thereto shall be governed by and construed in accordance with the laws of the jurisdiction of Entrant's residence. If for any reason, a court of competent jurisdiction finds any provision or portion thereof, to be unenforceable, the remainder of these T&C's will still be applicable and in full force and effect.
16. **HOW CAN I FIND OUT WHO WON?** Nike will announce the winners and/or crew name, along with a photo of the winning crew via Facebook page www.facebook.com/NikeTrainingClubUK, www.facebook.com/NikeFuel, www.facebook.com/NikeRunningUK