

NIKE ON AIR DESIGN CHALLENGE

OFFICIAL RULES

The following terms and conditions (the “Official Rules”) govern the submission of each entry to the NIKE On Air Design Challenge (the “Competition”), sponsored by NIKE, Inc. (“Nike”). **BY SUBMITTING AN ENTRY, YOU AGREE TO BE BOUND BY AND COMPLY WITH THESE OFFICIAL RULES. THIS COMPETITION IS VOID WHERE PROHIBITED BY LAW. NO FEE OR PURCHASE IS REQUIRED TO PARTICIPATE.**

COMPETITION OVERVIEW

The Competition involves three stages:

1. Entrants apply for a chance to participate in the New York City Nike On Air experience (the “Event”) by submitting an application describing why they’d like to participate in the Event (“Applications”). A Nike panel will select the winning Application based on the Application judging criteria described below.
2. Selected applicants will be invited to the Event. Event Participants (referred to as “you,” “Entrant,” or “Participant”) will attend creative workshop sessions during which each Participant may create a shoe design concept (based on materials that Nike provides) for the Nike Air Max shoe (the “Concept Board”). Three (3) Participants will advance to the next stage. Each of the three Participants who advance to the next stage will receive a \$1,000 NIKE gift card.
3. Participants in this stage will meet with a NIKE designer to refine their Concept Board into a 3D rendering of their proposed shoe design (the “Rendering”). Once each Rendering has been finalized, it will be posted on the Nike On Air website for public voting. The Rendering that receives the most votes, in accordance with these Official Rules, wins the Competition. The winner will receive a trip to Nike’s World Headquarters in Beaverton, Oregon, and the winning Rendering may be produced as a future release of the Air Max shoe.

As used in these Official Rules, the term “Entry” includes your Application, Concept Board, Rendering and any additional information or material you provide to Nike (as applicable).

COMPETITION DATES

Applications are accepted from March 14, 2018 through 11:59 pm EST on March 18, 2018 (the “Application Period”). Applications submitted before or after the Application Period will be disqualified.

The Event is on March 27-31, 2018 Event Participants must arrive by the time specified by Nike to be admitted to the Event.

Public voting on the Renderings will take place in April 2018 and will last for six days.

Nike reserves the right to terminate, modify, or suspend the Competition and these Official Rules, for any reason, at any time, and without any liability.

ELIGIBILITY

Eligibility: This Competition is open only to individuals who are U.S. citizens or legal

permanent U.S. residents who are 16 or older at the time of entry. Entrants must be available to participate in each stage of the Competition. Minors must obtain written consent from a parent or guardian before participating in the Event.

Student Athletes: You understand and agree that if you are, or may become, a student-athlete, you are responsible for your own eligibility and/or amateur standing. You are aware of, and agree to comply with, all applicable rules, regulations, and bylaws of your state/territory/national associations, the National Collegiate Athletic Association (NCAA) and any other governing bodies that may be applicable to you. You understand the consequences of any failure to comply with such rules, including but not limited to, loss of your eligibility to participate in future athletic contests in any sport. Nike is not responsible or liable for your participation in this Competition resulting in your ineligibility as an amateur athlete.

HOW TO ENTER

The Competition is split into three phases, which are further described below in the “PHASES AND AWARDS” section.

- **Phase One – Application:** During the Application Period, visit <https://www.nike.com/events-registration/event?id=98603> and submit an application by answering various questions related to the Event and Air Max shoes. A panel comprised of Nike employees will select 100 applicants (based on the judging criteria described below) to participate in the Event.
- **Phase Two – Event:** Selected applicants must register for the Event on via the Net Tool at least six days before the Event. You represent and warrant that all registration information is complete, accurate, and truthful. Arrive at the Event location by the time specified by Nike on the Event date. Once admitted to the Event, Participants will receive a brief that describes the benchmarks of the Competition (the “Design Brief”) and a template from which to create their Concept Boards. Nike will provide all materials needed to create the Concept Board. Participants have up to three hours to create a Concept Board. Once a Concept Board is complete, Nike will take a photograph of it before dismantling the physical Concept Board. All Concept Boards must be submitted before the close of the Event to be considered. Please ensure your Concept Board is complete and final before submitting it. You may not revise your Concept Board once it has been submitted. All Concept Boards must comply with these Official Rules.
- **Phase Three – Rendering and Public Voting:** Potential finalists must be available to meet in New York City with a Nike designer within five days after the Event closing to refine their Concept Board into a finalized Rendering.

Concept Boards: As used herein, “Concept Board” includes all information and materials submitted during the Event, including the submission content, original ideas, mood boards, documents, drawings, graphics, or any other materials or information you submit.

Your Concept Board must be created based on materials provided by Nike during the Event. No outside materials may be used. Concept Boards must be surrendered at the conclusion of the Event. Nike retains ownership over all materials provided during the Event.

All Concept Boards must be in English. By submitting an Entry, each Entrant represents and warrants that:

- You are not submitting any confidential, proprietary, or trade secret information and you understand that your Entry will not be treated as confidential by Nike;

- You are not submitting any content that contains software viruses, Trojan horses, worms, time bombs, bots or any other computer code or files that are designed to disrupt, damage, or limit the functioning of any software or hardware;
- The Entry is the original creation of the Entrant;
- The Entry does not violate any applicable law, statute, ordinance, rule or regulation, or any agreement with any third party; and
- The Entry does not infringe upon or violate intellectual property or publicity rights held by any third party.

Nike may disqualify any Entry that, in its sole discretion, violates these Official Rules.

JUDGING CRITERIA

Judging Criteria for Applications: Nike is seeking designs that represent New York City. Applications will be evaluated using at least the following criteria (“Application Judging Criteria”):

- Creativity.
- Originality.
- Inspiration.
- Storytelling.

Judging Criteria for Concept Boards: Nike is seeking designs that represent New York City. Entries will be evaluated using at least the following criteria (“Judging Criteria”):

- Interpretation and clarity of the theme to the viewer.
- Connection to the Design Brief provided during the Event.
- Application of design theories taught during the Event.
- Creativity and originality of the depicted theme.
- Quality of artistic composition and overall design based on the theme.
- Overall impression of the design.
- Inspiration.

Entries that contain or depict the following will not advance:

- Discriminatory images, content, or inspiration.
- Profane or offensive language.

PHASES AND PRIZES

Phase One – Application: On or about April 2, 2018, a voting panel comprised of Nike employees will select three potential winners based on the Application Judging Criteria described above. The prize is one non-transferrable entry ticket to the Event (since Event tickets are not sold to the public, there is no approximate retail value of each Event ticket).

Each Event Participant is responsible for all travel costs related to the Event.

The potential winner will be notified by telephone or email (in Nike’s discretion). If a potential

winner declines to accept the prize, has violated any of these Official Rules, or fails to sign and return the required documents within the required time period, then an alternate entrant may be selected, at Nike's discretion and if time permits, in his/her place based on the judging criteria described above.

Phase Two – Event: A voting panel that may include Nike designers, Nike executives, art and community leaders, and others will choose three Concept Boards created during the Event based on the Judging Criteria to potentially advance to Phase Three in accordance with these Official Rules and the requirements set forth for Phase Three. Entrants who have been selected to potentially advance will be notified on or around April 15, 2018.

Entrants who advance to Phase Three will each receive a \$1,000 Nike gift card (approx. retail value \$1,000).

Phase Three – Final Renderings and Public Voting: Advancing to Phase Three is contingent on eligibility verification (including presenting photo identification), your consent to, and Nike's evaluation of, a background check, your availability to meet with a Nike designer to finalize your Rendering between within 5 days of the Event closing, and your execution of the Terms of Participation. The Terms of Participation have important additional terms, including with respect to confidentiality and intellectual property. If required by Nike, potential finalists must obtain written consent from their employer (in a form provided by Nike) that such employer has no rights or other interest in the Concept Board or Rendering, or that such employer grants the rights, licenses, or assignments required by this Competition.

Entries that complete the requirements for Phase Three and are advanced ("Finalists") will be posted publically on www.nike.com/onair. Nike+ members may cast a vote for one Finalist Entry. Entrants may advocate publically for themselves but may not offer anything in exchange for votes. One Finalist with the most votes will be selected as the potential winner. Potential winners will be notified in May.

Grand Prize Award: One (1) winning Entry per city will receive a trip to Nike's World Headquarters in Beaverton, Oregon, and the winning Rendering may be produced as a future release of the Air Max shoe, which may be sold in select cities.

The grand prize includes: (i) one (1) round trip economy class airfare ticket from a major airport (departing within 100 miles of winner's residence) to Portland, Oregon (if a minor is the winner, Nike will provide an additional ticket for the winner's parent or guardian to accompany the minor); (ii) at least two nights' hotel accommodations (standard room, double occupancy) at a hotel of Nike's choice; and (iii) the opportunity to meet with Nike Designers at Nike's World Headquarters. Approx. retail value estimated between \$1,500 and \$3,000.

This is a voluntary competition of skill and innovation, and no fee is required to enter. Whether or not your Application, Concept Board, or Rendering is determined as a winner depends on how your Entry compares to the other Entries submitted in the Competition when evaluated based on the Judging Criteria within the sole judgment of Nike and the judging panel, and by Nike+ members in a vote. Nike's decisions will be final and binding on all matters relating to this Competition.

NOTIFICATION AND PRIZE DISTRIBUTION

Nike will communicate with Entrants by the email address provided in the Entry. If an Entrant cannot be contacted, is ineligible, or fails to claim an award, the award may be forfeited and an

alternate Entrant may be selected from remaining valid, eligible entries timely submitted.

No transfer, substitution or cash equivalent for a prize, in whole or in part, will be permitted, except at Nike's sole discretion due to prize unavailability for any reason. Winner (and travel companion, if winner is a minor) are solely responsible for all other expenses not specifically set forth herein, including but not limited to meals, additional transportation, souvenirs, upgraded room accommodations and other incidentals and items of a personal nature. Sponsor is not responsible for lost, mutilated or stolen travel documents. Actual retail value of the prize will depend on winner's point of departure/return. If winner is a minor, winner and travel companion must travel on same itinerary. Travel is subject to availability.

INTELLECTUAL PROPERTY RIGHTS

License to Application and Concept Board: By applying for the Event, you agree to grant and hereby do grant to Nike a non-exclusive, royalty-free, fully paid up, perpetual, irrevocable, sub-licensable, worldwide license to use any information, concepts, inventions, approaches, designs, art, drawings, graphics, photographs, or materials arising from or contained, incorporated, or referenced in your Application and (if applicable) Concept Board and any derivative thereof, whether or not protected by patent, trademark, or copyright or other intellectual property rights, for any purpose.

Assignment of Rendering: If you are selected as a Finalist, you hereby irrevocably transfer and assign to Nike, and agree to irrevocably transfer and assign to Nike, all right title and interest in and to your Rendering and any derivative thereof, including all worldwide patent rights (including patent applications and disclosures), copyrights, trademarks, trade secret rights, know-how, and any and all other intellectual property or proprietary rights therein.

Your Information: Nike may collect personal data about Entrants online, including, without limitation, through your Entry. By submitting an Entry, you consent to the use, by Nike and its affiliates, agents, and representatives, of your name, likeness, image, biographical information, award information (if an award winner), any trademarks or service marks, and any personal data submitted with your Entry, for any purposes related to the Competition or a future competition. For uses beyond the consent that you grant herein, you agree that Nike's use of your personal data will be governed by Nike's Privacy Policy, https://www.nike.com/us/en_us/c/help/privacy-policy.

Nike's Intellectual Property: You agree that nothing in the Official Rules grants you the right or license to use any intellectual property of Nike, including without limitation Nike's patents, copyrights, trademarks, service marks or other intellectual property or proprietary rights.

LIMITATION OF LIABILITY

You agree to release, indemnify and hold harmless, Nike and its respective affiliates, agents, representatives, officers, directors, shareholders, and employees (collectively, "Nike Entities") from and against any injuries, losses, damages, claims, actions and any liability of any kind (including attorneys' fees) resulting from or arising out of your participation in, association with, or submission to the Competition (including any claims alleging that your Entry infringes, misappropriates, or violates any third party's intellectual property rights). Nike Entities are not responsible for any technical failures related to communication or submission failures, such as unavailable networks or server

connections, or other failures related to hardware, software, viruses, or incomplete, late, or misdirected Entries. Any compromise to the fair, proper, and legal conduct of this Competition may result in the disqualification of an Entry, the termination of the Competition, or other remedial or legal action at the sole discretion of Nike.

IN NO EVENT WILL NIKE BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS, OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH YOUR PARTICIPATION IN THE COMPETITION, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT NIKE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

NO OBLIGATION

You acknowledge that multiple Participants may submit Entries that contain designs, concepts, approaches, or technologies similar to your Entry and that Nike, and/or its respective affiliates and business partners may already be investigating or developing designs or have business activities that are related to or similar to those disclosed in your Entry. You acknowledge and agree that Nike's actions with respect to another Entry or one of its own solutions, investigations, or business activities, even if similar to your Entry, will not create any liability, of any kind, by Nike to you or others. Further, Nike is not and will not be restricted in any way from pursuing, developing, or commercializing, in any way that it sees fit, independent of you and at its sole discretion, any design or technology that is created independent of your Entry. Participation in this Competition or acceptance of the award does not create an obligation on Nike's part to enter into any business relationship with you. There is no offer of a license, royalty, or other financial compensation implied beyond the award described above.

APPLICABLE LAW

These Official Rules are governed by the law of the State of Oregon, without reference to rules governing choice of laws. Any action, suit, or case arising out of, or in connection with, this Competition or these Official Rules must be brought in either the federal courts located in the District of Oregon or the state courts located in Multnomah County, Oregon.

BY SUBMITTING AN ENTRY, YOU ARE ACCEPTING THE TERMS AND CONDITIONS STATED IN THESE OFFICIAL RULES, AGREEING TO BE BOUND BY THE DECISIONS OF NIKE, AND WARRANTING THAT YOU ARE ELIGIBLE TO PARTICIPATE IN THE COMPETITION AND HAVE ANY NECESSARY RIGHTS TO DO SO. IF YOU CAN NOT ACCEPT THESE OFFICIAL RULES, DO NOT SUBMIT AN ENTRY TO THE COMPETITION.