



NIKE RISE PHILIPPINES – OFFICIAL RULES

These are the official rules (“Official Rules”) of NIKE’s RISE program held in the PHILIPPINES between June 17, 2015 and August 30, 2015. These rules may be amended or updated by NIKE at any time in its sole discretion and without prior notice. The current version of the Official Rules shall be made available on NIKE’s website at www.nike.com/rise.

DEFINITIONS:

- a) **“NIKE”** shall mean Nike Philippines LLC., having its registered office address at 10th Floor, Marajo Tower, 312 26th Street West, Corner 4th Avenue, Bonifacio Global City, 1634 Taguig, Philippines
- b) **“Event”** shall mean the residential basketball training program titled NIKE RISE PHILIPPINES organized by NIKE in Manila, Philippines from July 17, 2015 to August 30, 2015, for the Entrants. The training program will be held at the House of Rise created by NIKE in metro Manila. Twelve Entrants finally chosen from amongst all those participating in the training will form the RISE TEAM. The Event will include a exhibition basketball match between the RISE TEAM and a team chosen by the Associated Coaches and NIKE at the end of the Event. The Event and the try-outs will captured on video and on still photography and telecast over television and distributed on other legal media as NIKE in its sole discretion thinks appropriate.
- c) **“Entrants”** shall mean the 24 athletes who were chosen by NIKE and the Associated Coaches following scouting and try-out in four key cities of Philippines, to participate in the Event and such additional athletes who may be selected by NIKE and the associated coaches from time to time over the course of the Event to participate in the Event.
- d) **“Associated Coaches”** shall mean Coach Chot Reyes and his team of experienced coaches who will train and coach the Entrants in the Event.
- e) **“Release and Waiver”** shall mean the release and waiver form signed by the Entrants or the parents or guardians on behalf of the Entrants prior to the try outs for the Event and delivered to NIKE.
- f) **“House Rules”** shall mean the such house rules stipulated by NIKE and the Associated Coaches from time to time on several aspects relating to the conduct of the Event including but not limited to expected conduct of the Entrants at the House of RISE and in the accommodation, during field trips and training and with respect to visitation by family and friends during the Event.
- g) **“House of Rise”** shall mean the training and playing facility created by NIKE for the purpose of the Event in Manila.

1. No Purchase Required to Enter or Win the Event

No purchase is required to enter the Event. By entering this Event, individual Entrants accept and agree to be bound by these Official Rules which may be updated, modified or varied by NIKE from time to time.

2. Important Notice for Amateur Athletes

Entrants are responsible for ensuring that their use of or participation in the activities of this Event does not affect their eligibility as an amateur athlete. Please check with your amateur athletic association for the rules that apply to you. **NIKE IS NOT RESPONSIBLE OR LIABLE FOR YOUR PARTICIPATION IN THIS CONTEST RESULTING IN YOUR INELIGIBILITY AS AN AMATEUR ATHLETE.** Entrants should note that if they are, or become, a student-athlete the Entrant is responsible his/her eligibility and/or amateur standing. Entrant shall comply with, all applicable rules, regulations, and bylaws of my state/territory/national association, the NCAA or other similar organization that may be applicable to the Entrant and of any other governing body (the "Amateur Rules"). Entrant shall be solely responsible, without any consequent claim on Nike or any of the Event organisers, their directors, agents, staff, contractors and officers, for the consequences of any failure to comply with the Amateur Rules, including but not limited to, loss of Entrant's eligibility to participate in future athletic contests in any sport.

3. Who is eligible?

The Event is open only to residents of the Philippines who are 21 and below in years of age as on 27 June, 2015. Entrants below 18 years of age as on 27 June 2015 must have consent from their parent or legal guardian to enter the Event. Employees of NIKE, its parent company, NIKE, Inc., their subsidiaries and affiliates, or of other companies associated with the promotion of the Event, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible to participate in the Event.

4. Who is sponsoring the Event?

The Event is sponsored by NIKE. While NIKE is the sponsor of the Event, the Event is organized and managed by Team Communication. NIKE reserves the right to modify or cancel the Event at any time and, in the event of cancellation, substitute another in its place, without any consequent liability or claim on NIKE. This information will be published on NIKE's website at www.nike.com/rise. The information you provide to NIKE will only be used for purposes of the Event.

5. What happens at the Event?

The Event begins on 17 July 2015 and will continue until 25 August 2015 (the "Event Period"). The Event will consist of two primary stages:

STAGE 1: TRAINING

The Entrants will undergo focused residential training in playing the game of basketball at the House of RISE in Mandaluyong City. The organizers will bear the transportation costs to transport the Entrants from their city of residence to Makati City, Philippines. NIKE will provide at its cost, reasonable accommodation, transfers and hospitality for Entrants while they are attending the RISE TRAINING. Entrants shall not be allowed to choose their accommodation or transportation. The Entrants shall not be entitled to seek cash in lieu of the accommodation, food and transportation provided by NIKE.

The Entrants will be trained by the Associated Coaches in a structured training and development program. NIKE and the Associated Coaches reserve the right to decide which specific training and development techniques they will employ with the Entrants.

Being chosen as an Entrant does not guarantee the Entrant the right to be chosen to be a member of RISE TEAM or continue training through the entire Event Period. Based on objective and subjective evaluation by the Associated Coaches, up to 4 Entrants may be discharged from the training camp at the end of each week and sent home. Entrants remaining (not exceeding 12 in number) at the end of the training will constitute the RISE TEAM. NIKE wholly reserves the right to adjust the process and terms governing the selection and discharge of Entrants from the training, including the number of Entrants discharge at any point in time.

STAGE 2: THE PLAY OFF

The RISE TEAM will play an exhibition match against a team selected by NIKE and the Associated Coaches. This exhibition match will be held at the end of the Event.

6. How will the Final Rise Team be selected?

Entrants will be evaluated by the Associated Coaches based on their skill, ability and potential to play basketball at the highest level. The key criteria will include, game skills, talent, team work, potential, and desire to excel. Decisions of NIKE and the Associated Coaches as regards the choice of selection of the Entrants to the RISE TEAM are final and binding in all respects, and by participating in the Event, Entrant agrees to be bound by these Official Rules and NIKE's decisions.

7. What can I win?

There will be no cash prize, awards, incentive or scholarship to be won by the Entrants.

8. Trip Restrictions

Departure dates and times are subject to availability and at the sole discretion of NIKE. Certain restrictions and blackout dates may apply. Airport, airline, tickets, accommodation, caterers, transportation vendors, security personnel, medical care are to be selected by NIKE and its appointed service providers in their sole discretion.

Personal accident and health insurance and all expenses and incidentals not specifically agreed to be borne by NIKE in writing under these Official Rules or other documentation provided by NIKE relating to the Event are the responsibility of the Entrant. All travel must be completed on the dates specified by NIKE or Entrant's invitation will be forfeited.

Minors must have a consent form signed by their parent or legal guardian granting their consent for the minor to participate in each stage of the Event, to undergo physical or other tests and for the minor's personal data to be processed. In respect of the Rise Manila Training, the minor's parents or legal guardian must sign a consent form granting the chaperone identified by NIKE or its authorized service provider, the authority to accompany the minor at such times as NIKE deems fit and reasonable to ensure the safety of the minor and for such chaperone to approve any emergency medical needs of the minor that may occur during and/or as a consequence of the Event.

Minors will not be permitted to partake in the Event without a signed consent form from their parents or legal guardian.

9. What is the ENTRANT required to do?

Except where prohibited, an Entrant may be required to complete and return all required documentation, including an executed applicable Consent form for each stage of the Contest.

Before the start of the Event, Entrant will also be required to: (i) pass a physical and medical examination (ii) remain injury free; and (iii) complete and deliver all other required legal documents. Entrants that do not fulfil any of the above requirements, will be disqualified.

10. What other terms should I be aware of?

In addition to these Official Rules, the House Rules may be amended or updated by NIKE at any time in its sole discretion and without prior notice. A hard copy of the current House Rules will be handed over to the Entrants when they arrive in Manila for the Event and each time a material change is made to the House Rules.

By participating in the Event, Entrants agree to be bound by these Official Rules and the determinations of NIKE, which shall be final and to comply with the House Rules. Any violation of the Official Rules, including the House Rules, or failure to provide the necessary documents or fulfil the prescribed requirements for the Event may result in disqualification. NIKE has no obligation to notify violators of their disqualification. Unless prohibited by law, each Entrant, or if Entrant is under age 18 then Entrant's parents or legal guardian, agree to allow use of Entrant's name, voice, place of residence, photograph, and/or likeness for advertising and/or trade and/or any other purpose in any media or format now or hereafter known without further compensation, permission or notification.

The Event is subject to all Philippine and local laws and regulations and is void where prohibited by law. In the event that the operation, security, or administration of the Event 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, suspend the Event to address the impairment and then resume the Event in a manner that best conforms to the spirit of these Official Rules. Any attempt by any person to undermine the legitimate operation of the Event 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 Official Rules shall not constitute a waiver of that provision.

To the extent permitted by law, by participating in the Event each Entrant agrees to release and hold harmless 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 Event or receipt or use including, but not limited to 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 Event. To the extent permitted by law and with the exception of liability for gross negligence or willful misconduct of the Released Parties, Entrants further agree that in any cause of action (i) the Released Parties' liability will be limited to the cost of participating in the Event, and in no event shall the Released Parties be liable for legal fees and (ii) Entrant waives the right to claim any damages whatsoever that may arise in connection with these Official Rules or Entrant's participation in the Event.

In order to participate in the Event, Entrants will be required to supply certain information about themselves in an official application form. NIKE has specified which information is mandatory in order to participate in the Event. This information will be used by NIKE for the purposes of administering the Event. All personal information provided by the Entrant will be subject to the NIKE Privacy and Cookie Policy which can be found at http://nike-eu.custhelp.com/app/answers/detail/a_id/6.

11. How will disputes be handled?

These Official Rules shall be governed by the laws of The Philippines. All disputes arising out of, as a result of or touching upon the Official Rules shall be settled by arbitration in accordance with the then current Rules of Conciliation and Arbitration of the International Chamber of Commerce ("ICC"). The hearing shall be conducted in Manila, The Philippines unless both parties consent to a different location. The decision of the arbitrator shall be final and binding upon all parties, and judgment upon the award rendered pursuant to such arbitration may be entered in any court of competent jurisdiction. The arbitration proceedings shall be conducted in the English language.

12. How can I find out, who made it to the Entrants list and the RISE TEAM?

The names of the Entrants and RISE TEAM will be revealed in respective episodes airing on TV5 television channel during the month of August 2015.