

## SNKRS Recruitment - RULES

These are the rules ("Rules") which apply to NIKE's SNKRS Recruitment (the "NCX").

If you wish to take part in the NCX, please read the Rules below carefully. You must agree to these Rules to register for the NCX. NIKE's decisions are final and binding in all matters related to the NCX. Each Participant is only permitted to enter the NCX once.

### OVERVIEW

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| WHAT IS THE NCX?                   | The NCX is an opportunity to win the chance to take part in a NIKE photoshoot to be featured in video content to go out on the SNKRS app.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| WHO IS ELIGIBLE?                   | <p>The NCX is open to SNKRS members who are over 18 years old at the time of entry and who are residents of the United Kingdom (the "Participant").</p> <p>Employees of (i) NIKE; (ii) the NIKE Group (as defined below); or (iii) other companies associated with the NCX, as well as their immediate family and household members are not eligible. NIKE sponsored athletes and their immediate family are not eligible. 'Immediate family' means spouse/partner, parents, siblings, children, and each of their respective spouses/partners.</p>                                                                                                                                                                                                                                                                                                |
| WHEN CAN I ENTER?                  | From 2/11/2020 at GMT to 4/11/2020 at 10:00 GMT ("Entry Period")                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| HOW DO I ENTER?                    | <p>During the Entry Period:</p> <ul style="list-style-type: none"> <li>Sign up via this <a href="https://www.nike.com/events-registration/event?id=140343">https://www.nike.com/events-registration/event?id=140343</a></li> <li>Agree to these Rules;</li> <li>Answer the questions (the "Entry").</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| ENTRY REQUIREMENTS                 | <p>The Entry must be original, authentic and created by the Participant. It must not contain:</p> <ul style="list-style-type: none"> <li>material that violates or infringes a third party's rights, including privacy, publicity or intellectual property rights;</li> <li>material that promotes bigotry, racism, hatred or harm against any group or individual or promotes any kind of discrimination;</li> <li>material that violates or is contrary to the applicable law;</li> <li>any person other than the Participant;</li> <li>anything that could cause offence including: nudity or pornographic content; acts of violence, acts that appear to cause injury or harm (including dangerous stunts); weapons of any kind, including guns, knives or projectiles, whether real, replica or toy;</li> <li>drug use or smoking.</li> </ul> |
| HOW WILL PARTICIPANTS BE SELECTED? | <p>On 4/11/2020 (the "Selection Date"), 1 eligible Participant will be selected as the winner based on the originality and creativity of their Entry from among those who have entered the NCX in line with the Rules (the "Winner").</p> <p>Winner will be notified within 24 hours of the Selection Date via email OR telephone OR the App with instructions on how to claim the Prize. Winner must respond within 48 hours accepting the Prize or another Winner will be chosen.</p> <p>If any selected Participants cannot verify their eligibility or have broken any of the Rules, NIKE may choose another Participant in their place.</p>                                                                                                                                                                                                   |
| WHAT WILL I RECEIVE?               | <p>Each Winner will receive the opportunity to take part in the in a NIKE photoshoot to be featured in video content to go out on the SNKRS app which will take place at your house via zoom on 10/11/2020 from 10:00 CET/GMT to 13:00 GMT (the "Photoshoot").</p> <p>The approximate retail value of the Prize is €1</p> <p>The Winner is responsible for any and all other costs and expenses not listed above. The Winner's participation in any or all activities for the Prize is voluntary. If the Winner elects not to participate in any or all designated activities for the Prize, the Winner will not be afforded any compensation.</p>                                                                                                                                                                                                 |

### CONDITIONS

- Nike European Operations Netherlands B.V. ("NIKE")** or another member of the "NIKE Group" (meaning Nike Inc., NIKE, its subsidiaries, any company or entity to which NIKE or any of its subsidiaries licenses rights or provides services to, and/or any company which is, in relation to any such company, its parent undertaking or subsidiary) is the organiser of the NCX.
- Only one Entry per person per NCX is permitted. NIKE reserves the right to suspend, cancel or amend the NCX, the Prize and/or any of these Rules without prior notice if it cannot be operated, conducted or completed as planned and/or due to events or circumstances arising beyond NIKE's control, or otherwise where fraud, abuse, and/or an error (human or computer) affects or could affect the proper operation of the NCX. NIKE will always endeavour to minimise the effect to Participants in order to avoid disappointment. Winner (and their guests, where relevant) may be required to: (a) provide identification; (b) sign a Declaration and Release; and/or (c) sign an Image Release Form, in order to claim their Prize and take part in the NCX.
- NIKE does not accept responsibility for (i) late, lost or incomplete entries, or network, computer, hardware or software failures of any kind, which may restrict or delay the sending or receipt of an Entry; (ii) any postponement, delay, or cancellation of the NCX; (iii) any loss, changes to, postponement of, or availability of the Prize; and (iv) any act or default of any third party supplier which is outside NIKE's reasonable control.
- To the maximum extent permitted under applicable law, NIKE will not be liable to the Participant (and their guests, where relevant) for any loss, damage, injury or

disappointment suffered by any Participant resulting from entering or taking part in the NCX.

- 5 Participants who do not give correct details, make an entry on someone else's behalf or submit more than one entry per person will be disqualified at NIKE's discretion. Entries from agents, third parties, organised group entries, bulk entries or entries automatically generated by a computer will not be accepted. NIKE has sole discretion to determine whether an Entry is eligible. NIKE reserves the right to disqualify a Participant where it suspects there has been a breach of these Rules, where a Participant has gained unfair advantage or used fraudulent means or where a Participant might, in the reasonable opinion of NIKE, bring the NIKE brand into disrepute.
- 6 Any Prize details that are not specified will be determined by NIKE in its sole discretion. 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. Prizes will be reported as income to a Winner and the Winner is responsible for taxes, if any, associated with the receipt of the Prize.
- 7 NIKE makes no representation in relation to the suitability, condition, or safety of the Prize. Participant acknowledges that participation in the Prize may involve risks and dangers of accidents, personal and bodily injury and property loss or damage. Participant confirms they are in good health and have no medical or health condition that could endanger or limit their ability whilst participating in the Prize. Participant understands and has considered and evaluated the nature, scope and extent of the risks involved, and voluntarily and freely chooses to assume these risks. 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 my participation in the Prize.
- 8 As applicable, each Participant hereby assigns all of its right, title and interest in its Entry, including all associated copyright and exploitation rights, to NIKE. If an assignment is not permitted under the laws of the jurisdiction of the Participant's residence, at NIKE's sole option: (i) the Participant will hold the rights exclusively on trust for NIKE and will enter into any documents NIKE requests to effect the transfer; or (ii) the Participant grants NIKE an unconditional, exclusive, perpetual and worldwide license to do acts that would otherwise infringe the rights. NIKE may use the Entry with or without using the Participant's name, in any media throughout the world for any purpose, without limitation, and without additional review, compensation, or approval from the Participant or any other party. By making an Entry and taking part in the NCX, Participant agrees not to instigate, support, maintain, or authorise any action, claim, or lawsuit against NIKE, or any other person, on the grounds that any use of the Entry, or any derivative works, infringe any of the Participant's rights, including, without limitation, copyrights and moral rights. Each Participant further acknowledges that NIKE is in no way obligated to publish or use the Entry in any way.
- 9 Participant grants NIKE a perpetual licence to use all comments, feedback and ideas that Participant shares with them, without notice, compensation or acknowledgement to Participant, for any purposes whatsoever, including, but not limited to, developing, manufacturing and marketing products and services and creating, modifying or improving products and services.
- 10 I agree that NIKE may photograph and/or film me during my attendance at and/or participation in the Photoshoot and related activities ("Recording") and may use my image, including for promotional, commercial and internal NIKE purposes. I grant the NIKE Group the right to use for the maximum time allowed by applicable law, throughout the world and without any compensation, any Recording of me in any media, for the purpose of advertising, promotion, or any other commercial purpose in connection with the promotion of the Photoshoot or future events, in NIKE campaigns and/or for other NIKE promotional activities. I also grant NIKE permission to display my name, image, and results during the Photoshoot and for the same purposes as any Recording.
- 11 These Rules constitute the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter. These Rules cannot be altered or modified except by NIKE in accordance with the Rules. Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in the Rules.
- 12 If any provision in these Rules is held, in whole or part, to be invalid or unenforceable for any reason, the validity of the remaining provisions of these Rules shall not be affected, and they shall continue to be valid and enforceable. The invalid or unenforceable provision shall be replaced with a valid provision which is as similar as possible in substance to the invalid or unenforceable provision.
- 13 These Rules and any disputes arising out of or in connection with them shall be governed by and construed in accordance with the laws of the jurisdiction of the Participant's residence.

#### DATA PROTECTION NOTICE

For the purposes of these Rules, the data controller is the NIKE entity referenced above. In taking part in the NCX, you will provide NIKE with certain personal data, such as contact details, personal details associated with the NCX and images. You understand and acknowledge that by registering for the NCX and ticking the box to state that you agree with this Data Protection Notice, you give consent for NIKE to process your personal data. NIKE processes the personal data to administer and execute the NCX, as well as to handle follow up matters after the NCX. To the extent that you provide to NIKE any personal data of third parties, such as that of a guest, you acknowledge that you have collected the necessary consent of the third party for NIKE to process their data.

You can withdraw your consent at any time. If you do this, NIKE will no longer be able to process your personal data and as a result you will no longer being able to take part in the NCX. NIKE may share your personal data with third parties to process the data on NIKE's behalf. When using third parties to process data, NIKE will require the third parties to implement appropriate measures to protect your personal data. NIKE may transfer or store the personal data collected and processed as part of the NCX outside of the EEA or Switzerland. When doing so, NIKE will ensure that your personal data transferred to these countries receives adequate protection in accordance with data protection rules.

NIKE will process your personal data at all times in accordance with applicable data protection legislation. For more detailed information on how NIKE will process your personal data, and your rights, please visit the NIKE Privacy Policy, which is available at [Privacy Policy](#). To exercise your rights of access, deletion, or correction please use the [Webform](#). If you have specific questions related to the processing of personal data, please email the Privacy Office at [privacy@nike.com](mailto:privacy@nike.com).

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| NAME OF NCX: <b>SNKRS RECRUITMENT</b> | START DATE OF NCX: <b>2/11/2020</b> |
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**I HAVE READ THE ABOVE RULES CAREFULLY, FULLY UNDERSTAND ITS CONTENT, AND VOLUNTARILY AGREE TO ITS TERMS**

- ☐ I ACCEPT THE TERMS AND CONDITIONS OF PARTICIPATION IN THE NCX AND THE PHOTOSHOOT
- ☐ I CONSENT TO NIKE'S PROCESSING AND USE OF MY PERSONAL INFORMATION IN LINE WITH THE DATA PROTECTION NOTICE
- ☐ I CONSENT TO THE USE OF MY IMAGE AS SPECIFIED ABOVE

FULL NAME:

SIGNED:

DATE: