

## 200 Days to Go Giveaway Official Rules, Terms and Conditions

1. NO PURCHASE NECESSARY TO ENTER OR WIN.

2. Eligibility: The 200 Days To Go Giveaway (the "Giveaway") is open to legal residents of the United States who are 18 years of age and older as of December 27, 2021, except for employees of Oregon22, LLC (the "Sponsor"), its subsidiaries, affiliates, suppliers, partners, advertising and promotion agencies, and directors, and members of their immediate family or individuals living in the same household.

3. Sponsor: Oregon22, LLC, PO Box 854, Eugene, OR 97440. The Sponsor will conduct the Giveaway substantially as described in these Official Rules, Terms and Conditions ("Official Rules").

4. Agreement to the Official Rules: By entering the Giveaway, you agree to abide by the Official Rules, which are unconditionally binding in all respects. The Sponsor reserves the right to refuse, withdraw, or disqualify any entry at any time for any violation of these Official Rules, which may be determined at the Sponsor's sole discretion. By entering the Giveaway, you represent and warrant that you are eligible to participate based on eligibility requirements explained in the Official Rules. You also agree to accept the Sponsor's decisions regarding the Giveaway as final and binding.

5. Entry Period: The Giveaway begins on December 27, 2021 at 9 AM Pacific Daylight Time ("PDT") and ends on January 4, 2022 at 9 AM PDT ("Entry Period"). Entries must be received within the Entry Period.

6. How to Enter: You must enter the Giveaway by January 4, 2022, at 9 AM PDT. To enter: 1. Follow, or already be following, the @WCHOregon22 Instagram account. 2. Like the Giveaway post on the @WCHOregon22 Instagram account. 3. Tag three (3) friends in the comments of the Giveaway post. You may only enter the Giveaway once. You may not submit more than one entry by using multiple Instagram accounts, email addresses, identities, or devices. You must meet all Giveaway requirements, as specified in the Official Rules, in order to be eligible to win the Prize. Incomplete entries or those that do not adhere to the Official Rules may be disqualified at the Sponsor's sole discretion.

7. Odds: The total number of eligible entries received determines the odds of winning.

8. Selection and Notification of Winner: The Sponsor will conduct a random drawing and will select one entry (the "Winner") on or about January 4, 2022. The Sponsor will notify the Winner by Instagram direct message ("Notification") on or about January 4, 2022. The Sponsor shall have no liability if the Winner fails to receive the Notification. Nor shall the Sponsor be liable if the Winner provides incorrect or non-functioning contact information. If Winner: (1) fails to claim the prize within twenty-four (24) hours after the Sponsor sends the Notification; (2) is found ineligible; or (3) does not complete and return any required information, declaration and/or release required by the Sponsor within a timeframe specified by the Sponsor, the Winner forfeits the Prize and the Sponsor may select an alternate Winner. The Winner's receipt of the Prize is conditioned upon compliance with all federal, state, and local laws and regulations. If the Winner violates any of these Official Rules, the Winner (at the Sponsor's sole discretion) may be disqualified, and all privileges as the Winner will be immediately terminated.

9. Prize: The Winner will receive four tickets to the World Athletics Championships Oregon22 on Day 1, PM session in Section 136 Row E Seats 1-4 (estimated value \$380) or comparable tickets (collectively, the "Prize"). The actual Prize value and availability may differ at the time the Prize is awarded. The Prize shall be determined solely by the Sponsor. There shall be no cash or other prize substitution permitted except at the Sponsor's discretion. The Prize is non-transferable. By accepting the prize, the Winner

agrees to abide by the WCH Oregon22 Ticketing Terms and Conditions available at <https://assets.aws.worldathletics.org/document/60e4d477c834cb4326bb1d96.pdf>. The Winner is solely responsible for all expenses related to the Prize, including any and all local, state, and federal taxes. The Winner shall not transfer or assign the prize to others nor shall the Winner request the cash equivalent or any substitution. The Winner grants the Sponsor permission to use the Winner's likeness, entry, and name for advertising and trade purposes without compensation unless prohibited by law.

10. Rights Granted by You: By submitting an entry in the Giveaway, you grant the Sponsor, any individual acting on the Sponsor's behalf, and the Sponsor's licensees, successors, and assigns, where permitted by law, the right to print, publish, broadcast, distribute and use in any media without limitation: your submission, name, photo, portrait, voice, likeness, image, biographical information, and statements about the Giveaway for news, publicity, advertising, promotional purposes, trade, information, and public relations without any further notice, review, consent, compensation, or remuneration.

11. Terms and Conditions: In its sole discretion, the Sponsor reserves the right to modify, suspend, cancel, or terminate the Giveaway should non-authorized intervention, a bug or virus, fraud, or other causes beyond the Sponsor's control impact or corrupt the security, fairness, proper conduct, or administration of the Giveaway, as determined by the Sponsor in its sole discretion. The Sponsor, in the event of any of the above issues, may determine the Winner based on all eligible entries received prior to and/or after (if appropriate) the action taken by the Sponsor. The Sponsor has the sole discretion to disqualify individuals who tamper with or attempt to tamper with the Giveaway's operation, entry process, website, or integrity, or who violate the Official Rules, including, but not limited to: submitting multiple entries from the same individual and the use of bots, macros, scripts, or other technical means for entering the Giveaway. Attempts by any individual to damage any website or undermine the Giveaway's legitimate operation may be a violation of criminal and civil laws. If any such attempt is made, the Sponsor reserves the right to seek damages to the fullest extent permitted by law.

12. LIMITATION OF LIABILITY: By entering the Giveaway, you agree to release and hold harmless the Sponsor and its subsidiaries, representatives, affiliates, partners, advertising and promotion agencies, successors, agents, assigns, directors, employees, and officers against and from any and all claims, liability, illness, injury, death, litigation, loss, or damages that may occur, directly or indirectly from participation in the Giveaway and/or the (1) The Winner accepting, possessing, using, or misusing of any portion of the Prize; (2) any type of technical failure; (3) the unavailability or inaccessibility of any transmissions, phone, or Internet service; (4) unauthorized intervention in any part of the entry process or the Giveaway; (5) electronic error or human error in the Giveaway's administration. IN NO CASE WILL EITHER PARTY BE RESPONSIBLE TO OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, EVEN IF ONE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER THE CLAIM IS BASED UPON ANY CONTRACT, TORT, OR OTHER LEGAL OR EQUITABLE THEORY. ALL LIMITATIONS OF LIABILITY WILL APPLY EVEN IF THE LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE AND THE LIMITATION OF LIABILITY AND ALLOCATION OF RISK IS AN ESSENTIAL ELEMENT OF THE BASIS FOR THE BARGAIN BETWEEN THE PARTIES.

13. Legal Proceedings: If any legal or arbitration proceeding is commenced to interpret or enforce any provision of this agreement, including any proceeding, the prevailing party shall recover its reasonable attorney's fees and related expenses (including expert witness fees, transcript costs and other similar

expenses) in such proceeding and any appeal thereof, in addition to the costs and disbursements allowed by law.

14. **ARBITRATION IS REQUIRED:** You agree that any dispute regarding the Giveaway or the Prize will be resolved exclusively through binding arbitration through the Arbitration Service of Portland, Inc., pursuant to their consumer disputes resolution process and rules. You may not bring any suit or arbitration against the Sponsor more than two years after the cause of action has accrued. The parties agree that any dispute and proceedings of the arbitration will be confidential and not disclosed to third parties, except as required by law. This arbitration clause is governed by the Federal Arbitration Act and not any state arbitration acts.

15. **CLASS ACTION AND JURY WAIVER:** In any arbitration, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding, and that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. **YOU AGREE TO WAIVE ANY RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.**

16. **Choice of Law and Forum:** The Giveaway is governed by the laws of Oregon, without respect to conflict of law provisions. You agree, as a condition of participating in the Giveaway, that if any disputes cannot be resolved between you and the Sponsor, that any legal suit, action, proceeding or arbitration arising out of or relating to the Giveaway and its Official Rules shall be brought exclusively by arbitration in Eugene, Oregon, or if arbitration is not applicable, then exclusively in the applicable federal or state courts located in Eugene, Oregon.

17. **NO WARRANTIES:** There are **NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED**, in connection with the Giveaway or any Prize or otherwise, and they are all presented "AS IS," with all faults. Specifically, the Sponsor disclaims any **WARRANTY OF MERCHANTABILITY** or **WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE**.

18. **Severability:** If any provision of the Official Rules is held invalid, illegal or unenforceable, the invalidity will not affect the validity of the remaining provisions, and the parties will substitute for the invalid provisions a valid provision that most closely approximates the intent of the invalid provision.

19. **Privacy Policy:** Information submitted with an entry is subject to the Privacy Policy stated on the World Athletics Championships Oregon22 website. Click here: <https://www.worldathletics.org/privacy-policy> to read the Privacy Policy.

20. **Winner List:** You may obtain a copy of the Winner's name or a copy of these Official Rules, by sending your request via mail with a stamped, self-addressed envelope to: Oregon22, LLC, PO Box 854, Eugene, OR 97440. Requests must be postmarked no later than December 27, 2021.

21. The Giveaway is sponsored by Oregon22, LLC and is in no way sponsored, endorsed, administered by, or associated with Instagram.

22. You acknowledge that you have affirmatively reviewed, accepted, and agree to all of the Official Rules.