

EASTBAY NOTHING BUT NET SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE REQUIRED TO ENTER OR WIN

1. **ELIGIBILITY:** The “Nothing But Net” Sweepstakes (the “Sweepstakes”) is open only to legal residents of the fifty (50) United States (including the District of Columbia) who are thirteen (13) years of age or older at the time of entry. Employees of Eastbay, Inc., or its affiliated companies, or other companies associated with the Sweepstakes, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee, are not eligible. The Sweepstakes is subject to federal, state, and local laws and regulations and is void in Puerto Rico and where prohibited by law.
2. **SPONSOR:** The Sweepstakes is sponsored by Eastbay, Inc., 111 South 1st Avenue, Wausau, WI 54401 (the “Sponsor”).
3. **AGREEMENT TO OFFICIAL RULES:** Participation in the Sweepstakes constitutes an entrant’s full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein.
4. **ENTRY PERIOD:** The Sweepstakes begins at 12:00 a.m. ET on July 18, 2018 and ends at 11:59 p.m. ET on July 29, 2018 (the “Entry Period”). The Entry Period will be divided into two (2) rounds (each, a “Round”) with each Round beginning at 12:00 a.m. ET and ending at 11:59 p.m. ET. There will be two (2) drawings associated with each Round. Entries received before or after the Entry Period are void.
 - a. Entry Round 1 begins at 12:00 a.m. ET on July 18, 2018 and ends at 11:59 p.m. ET on July 22, 2018
 - b. Entry Round 2 begins at 12:00 a.m. ET on July 25, 2018 and ends at 11:59 p.m. ET on July 29, 2018
5. **HOW TO ENTER:** Visit <https://www.eastbay.com/sweepstakes> and follow the instructions to complete an online entry form. Once you submit the entry form, you will receive one (1) entry for that particular Round. There is a limit of one (1) entry per person, per Round. Any entries attempted through the use of agencies or robotic, repetitive, automatic, programmed, or similar methods will be void.
6. **DRAWINGS:** At the conclusion of the Entry Period, the Sponsor, or a third party designated by the Sponsor, will select three (3) potential winners in a random drawing of all entries received from a particular Round (the first entry drawn for the grand prize, the second entry drawn for the first runner-up prize, and the third entry drawn for the second runner-up prize). One drawing will be conducted for each Round and entries received for one Round’s drawing will not be carried forward into any subsequent Round’s drawing. The odds of being selected depend on the number of entries received in a particular Round. The Sponsor will attempt to notify potential winners within ten (10) days of a drawing. If a potential winner cannot be contacted within ten (10) days after the first attempt to contact him/her, the Sponsor, or a third party designated by Sponsor, will select an alternate

potential winner in his/her place at random from all remaining entries received in that particular Round.

7. **REQUIREMENTS OF POTENTIAL WINNERS:** Except where prohibited, a potential winner may be required to complete and return an affidavit of eligibility and liability/publicity release (the "Affidavit/Release") within fourteen (14) days of being notified. If a potential winner fails to sign and return the Affidavit/Release within the required time period, an alternate entrant will be selected in his/her place in a random drawing of all entries received from that particular Round. If a potential winner is a minor, his/her parent or legal guardian will be required to sign the Affidavit/Release on the potential winner's behalf.
8. **PRIZES:** The grand prize winner of each Round will receive one (1) Basketball Prize Pack consisting of one pair of Nike PG 2.5, Nike Kyrie 4 Low, Under Armour Curry 5, Adidas Harden Vol. 2. Along with one Nike DNA Short, and Jordan 23/7 Jumpman T-Shirt (RETAIL VALUE \$565). The first runner-up winner of each Round will receive one pair of Nike Kyrie 4 Low and Adidas Harden Vol. 2 (RETAIL VALUE \$255). The second runner-up winner of each Round will receive one (1) Eastbay gift card (\$100). TOTAL APPROXIMATE RETAIL VALUE FOR ALL PRIZES IS \$1,840.

The prizes are not transferable and must be accepted as awarded. No cash or other substitution may be made, except by the Sponsor, who reserves the right to substitute a prize with another prize of equal or greater value if the prize is not available for any reason as determined by the Sponsor in its sole discretion. The winner is responsible for taxes and all other costs and expenses not listed above.

9. **GENERAL CONDITIONS:** In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, the Sponsor and/or the Administrator may, in their sole discretion, either: (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; or (b) award the prizes at random from among the eligible entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any term of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to any online entry, the authorized account holder of the e-mail address used to enter will be deemed to be the participant. The "authorized account holder" is the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted e-mail address. Acceptance of a prize constitutes permission for Sponsor to use winner's name and/or likeness for advertising and promotional purposes in connection with this Sweepstakes without additional compensation, unless prohibited by law.

10. **RELEASE AND LIMITATIONS OF LIABILITY:** By participating in this Sweepstakes, entrant agrees to release and hold harmless Sponsor, its related companies, and their respective officers, directors, employees, and agents (collectively, the “Released Parties”) from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (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 Sweepstakes 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 entrant’s participation in the Sweepstakes or receipt or use of any prize. Entrant further agrees that in any cause of action, the Released Parties’ liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney’s fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.
11. **DISPUTES:** Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in New York. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant’s rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of New York, without giving effect to any choice of law or conflict of law rules (whether of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than New York.
12. **SWEEPSTAKES RESULTS:** To obtain a list of winners, send a self-addressed, stamped envelope to Eastbay Nothing But Net Sweepstakes at 111 South 1st Avenue, Wausau, WI 54401. Requests must be received within four (4) weeks of the conclusion of the Entry Period.