

1. Eligibility: The **Open Run instagram giveaway** is open to legal residents of US who follow the and1 instagram handle. Entrants must be 18 years or older as of their date of entry in this promotion in order to qualify. This giveaway is subject to federal, state, and local laws and regulations and void where prohibited by law. Galaxy Active's employees, its subsidiaries, affiliates, suppliers, partners, advertising and promotion agencies, and directors (collectively the "Employees"), as well as members of an Employees' immediate family and/or those living in the same household of Employees are ineligible to participate in the Open Run instagram giveaway.

2. Sponsorship. The sponsor is Galaxy Active ("Sponsor"), located at 1411 Broadway, New York, NY 10018. Sponsor will conduct the contest substantially as described in these Official Rules.

3. Agreement to Rules: By entering this contest, the Entrant ("You") agrees to abide by the Sponsor's Official Rules and decisions, which are fully and unconditionally binding in all respects. The Sponsor reserves the right to refuse, withdraw, or disqualify any entry at any time at the Sponsor's sole discretion. By entering this contest the You represents and warrants that You are eligible to participate based on eligibility requirements explained in the Official Rules. You also agree to accept the decisions of the Sponsor as final and binding as it relates to the content of this Open Run instagram giveaway.

4. Open Run Entry Period: The contest duration will last from August 4, 2023 – August 11, 2023 at 11:59p EST. To be eligible for the Contest, entries must be received within the specified Entry Periods.

5. How to Enter: Eligible entrants can enter The Open Run Instagram Giveaway by:

1. Signing up for our emailing list
2. Follow the official @AND1 handle on instagram - @and1, link  
<https://www.instagram.com/and1/?hl=en> - and @SolePack on Instagram and TikTok
3. Comment your shoe size
4. Winner will be chosen in 7 days 🕒
5. Must be 18+ & US Only

As a participant, your entry must fully meet all contest requirements, as specified in the Official Rules, in order to be eligible to win a prize. Incomplete entries or those that do not adhere to the Official Rules or specifications will be disqualified at the Sponsor's sole discretion.

6. Prizes: The Winner(s) of the Open Run instagram giveaway (the "Winner") will receive:

- a. solepack backpack
- b. and1 basketball
- c. and1 shoes
- d. Stickers
- e. shady records / and1 towel
- f. gatorade towel
- g. and1 shirt
- h. and1 shorts

The actual/appraised prize value may differ at the time the prize is awarded. The prize(s) 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. The prize is non-

transferable. The Winner, upon acceptance of the prize, is solely responsible for all expenses related to the prize, including without limitation any and all local, state, and federal taxes. The Winner shall not transfer assignment of the prize to others nor shall the Winner request the cash equivalent or prize substitution. By accepting the prize, the selected Winner grants permission for the Sponsor to use the Winner's likeness, entry, and name for purposes of advertising and trade without further compensation unless prohibited by law.

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

8. Selection and Notification of Winner: The Winner will be selected by random drawing under the supervision of the Sponsor. The Sponsor will notify the Winner(s) by Instagram within [five, ten, etc. (#)] days following Winner selection. The Sponsor is not responsible for nor shall have no liability for Winner's failure to receive notices due to email security settings that may cause notifications to be marked as spam or junk email. Nor shall be Sponsor be liable for the Winner's provision of incorrect or otherwise non-functioning contact information. If the Winner 1) fails to claim the prize within 30 days from the time the award notification was sent, 2) is found ineligible, or 3) does not complete and return an executed declaration and release within the specified timeframe, the prize may be forfeited and an alternate Winner may be selected. Receipt of the prize (offered in the Open Run Instagram Giveaway) by the Winner is upon the condition of compliance with any and 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) WILL BE DISQUALIFIED, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

9. Rights Granted by You: By submitting an entry (e.g., text, video, photo, etc.) into this contest, You understand and agree that the Sponsor, any individual acting on the Sponsor's behalf, and the licensees successors, and assigns of the Sponsor shall, where permitted by law, have the right to print, publish, broadcast, distribute and use in any media known now or hereafter developed, in perpetuity, worldwide, and without limitation, your submission, name, photo, portrait, voice, likeness, image, statements about the [Official Name] [Sweepstakes or Contest], and your biographical information for news, publicity, advertising, promotional purposes, trade, information, and public relations without any further notice, review, consent, compensation, or remuneration. Entries must be original work and not violate anyone's proprietary or intellectual property rights. Any submission via instagram can be used at the Sponsor's discretion to share across their channels.

10. Terms & Conditions: In its sole discretion, the Sponsor reserves the right to modify, suspend, cancel, or terminate the Open Run Instagram giveaway contest should non-authorized human 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 Open Run instagram giveaway Contest. 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. Individuals who tamper with or attempt to tamper with the operation or entry process of the contest or website or violates these Terms & Conditions will be disqualified by the Sponsor in its sole discretion. In its sole discretion, the Sponsor has the right to maintain the integrity of the Open Run instagram giveaway Contest, to void votes for any reason, including, but not limited to: multiple entries from the same user; multiple entries from the same computer or phone beyond the number allowed by the contest rules; or the use

of bots, macros, scripts, or other technical means for entering. Attempts by any entrant to deliberately damage any website or undermine the legitimate operation of the Open Run Instagram giveaway contest 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.

11. Limitation of Liability: Your entry into this contest constitutes Your agreement 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 contest and/or the 1) Winner accepting, possessing, using, or misusing of any awarded prize or any portion thereof; 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 Promotion; 5) electronic error or human error in the Promotion administration or the processing of entries.

12. Disputes: THIS contest IS GOVERNED BY THE LAWS OF United States AND New York, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. The Entrant agrees, as a condition of participating in this promotion, that if any disputes cannot be resolved between the Entrant and the Sponsor, and if causes of action arise out of or are connected with this contest, they shall be individually resolved exclusively before a court located in New York having jurisdiction, without resorting to any form of class action. Under no circumstances in any such dispute shall the participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than

participant's actual out-of-pocket expenses (i.e. costs associated with entering this contest. The participant waives all rights to have damages multiplied or increased.

13. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the and1.com website. Click here [link to privacy policy] to read the Privacy Policy.

*NOTE: a privacy policy might be optional. However, use of a privacy policy may be required based on the laws where you live or where your participants live, the type of promotion you're running when using third-party platforms or features from social media channels. One benefit of including Privacy Policy information is that you make clear to your participants how you will use their information.*

15. Instagram specific rules: This contest is not affiliated with Instagram or Facebook. [here you should add any rules specific to the channels you will use for the contest. For example, Facebook requires that you include the following verbiage if you plan to use Facebook to communicate or administer your contest or sweepstakes: The [Sweepstakes or Contest] hosted by [your company name] is in no way sponsored, endorsed, administered by, or associated with Facebook.]

16. \_\_\_ By checking here, You, the Entrant, have affirmatively reviewed, accepted, and agreed to all of the Official Rules.