

2024 VERGE THEY WIN-YOU WIN SWEEPSTAKES OFFICIAL RULES

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PREVIOUS PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

1. Eligibility: The 2024 THEY WIN-YOU WIN Sweepstakes (“Sweepstakes”) is open only to legal U.S. residents and Globally to all residents who sign up at the online sweepstakes page and who are at least 18 years of age as of the date of entry. Employees of FX America Inc. (“Sponsor”), its affiliates, subsidiaries, advertising and promotion agencies, or suppliers and the employees’ immediate family members and/or those living in the same household are not eligible to participate in the Sweepstakes. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. Void where prohibited.

2. Agreement to Rules: By participating in the Sweepstakes, you warrant that you have read and agree to abide and be bound by these Official Rules, and that you meet the eligibility requirements set forth herein. In addition, you agree that Sponsor shall retain full authority, in its sole discretion, to interpret and administer these Official Rules, and you agree to be bound by all decisions and interpretations made in good faith by the Sponsor, or its designee.

3. Agreement to Verge Sport Email Opt-In: By submitting your email and entering the sweepstakes, you consent and agree to receive Verge Sport email updates.

4. Sweepstakes Period: The “Sweepstakes Entry Period” begins at 12:00:01 A.M. Eastern Daylight Time on May 1, 2024 and ends at 11:59:59 P.M. EDT on May 26, 2024. Sponsor’s internal business computer will be the official clock of this Sweepstakes.

5. How to Enter: During the Sweepstakes Entry Period, an eligible person may enter by using the online form at <https://store.vergesport.com/pages/they-win-you-win>. A valid entry must include your email address. Entries that are not complete or do not adhere to the rules or specifications may be disqualified at the sole discretion of FX America Inc. Limit one entry per person. Use of multiple e-mail addresses to enter is prohibited and will result in disqualification and all entries being void.

All entries become property of Sponsor and will not be acknowledged or returned. Entries that are late, incomplete, garbled/jumbled, illegible, or otherwise not in compliance with these Official Rules are void. Entries made by any other individual or

any entity, and/or originating at any other website or e-mail address, including, without limitation, commercial sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. Sponsor is not responsible for technical failures of any kind, including, but not limited to, electronic malfunctioning of any telephone network, computer hardware or software; any failed, incomplete, garbled or delayed computer transmissions or any combination thereof; or for any error, human, technical or otherwise. Sponsor reserves the right, in its sole discretion, to disqualify any fraudulent entries or any individual it finds tampering with the operation or entry process of the Sweepstakes or acting in violation of these Official Rules. If, for any reason, an entry is determined by Sponsor to have been erroneously deleted, lost or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if feasible; if not feasible for any reason, Sponsor shall not have any liability to entrant in conjunction with same.

6. Prizes: Nine (9) total winners will be selected by random drawings held on or about the drawing dates identified below (each a "Drawing Date") from all eligible entries received during the applicable entry period. In addition, prizes will also be awarded based on the performance of the Intermarche-Wanty Professional Cycling Team during the TDU.

a. Prize(s): Winners will receive one Intermarche-Wanty 'kit' (1 cycling jersey and 1 cycling bib short).

b. Drawing Dates: The Sponsor will select one Prize winner on or about each of the below Drawing Dates:

Drawing Date

May 13, 2024

May 20, 2024

May 26, 2024

c. Prize Terms: No cash or other prize substitution permitted, except at Sponsor's discretion. The prize is nontransferable. Sponsor reserves the right to substitute any Prize with another prize of equal or greater value. Sponsor is not responsible for any inability of a winner to accept or use any Prize (or portion thereof) for any reason. No

more than the stated Prize(s) will be awarded. Limit of one (1) Prize per family/household/address. Any and all prize related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of the winner. Prizes are awarded "as is" with no warranty, representation or guarantee of any kind by Sponsor. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by winners is permitted. A Prize value as stated represents Sponsor's good faith determination of approximate retail value of prizes.

7. Odds: The odds of winning depend on the total number of eligible entries received during the Entry Period.

8. Winner selection and notification: On or about the Drawing Dates identified above, Sponsor will randomly select one entry, from all eligible entries received during the Entry Period, to receive the Prize. Decisions of the Sponsor will be final and binding on all matters relating to this Sweepstakes. Potential winners will be notified via the email address they provided within five (5) days following the winner selection. FX America Inc. is not responsible for a winner's failure to receive notice due to winners' spam, junk e-mail or other security settings or for a winner providing incorrect or otherwise non-functioning contact information. If the selected winner cannot be contacted, is ineligible, fails to claim the prize within 7 days from the time award notification was sent, the Prize may be forfeited and an alternate winner selected based on a random drawing from the remaining eligible entries.

The receipt by winner of the prize offered in this Sweepstakes is conditioned upon compliance with any and all federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE SWEEPSTAKES AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

9. Rights Granted by you: By entering this Sweepstakes you understand that Verge Sport or anyone acting on behalf of Verge Sport, or its respective licensees, successors and assigns the right, except where permitted by law and without any further notice, review or consent, to print, publish, broadcast, distribute, and use worldwide, your entry and any additional information submitted to Verge Sport in connection with this Sweepstakes, including, without limitation, your name, portrait, picture, voice, likeness, biographical information, and any image or statements about the Sweepstakes for advertising, publicity and promotional purposes, including through print, broadcast, social media and online announcements, without any further compensation. Sponsor shall not be obligated to make any such use. Potential winners will be required to complete, sign and return, an Affidavit and Liability/Publicity Release within fourteen

(14) days of receipt of such document(s). If such documents are not returned to Sponsor prior to such deadline, any Prize may be forfeited in Sponsor's sole discretion, such potential winner shall be disqualified, and an alternate winner may be selected by Sponsor in a new random drawing from the remaining eligible entries.

10. Terms: Sponsor reserves the right, in its sole discretion and without notice, to cancel, terminate, modify or suspend the Sweepstakes. Examples of reasons for termination or modification of the Sweepstakes may include (without limitation) Sponsor's inability to reasonably or fairly conduct or administer the Sweepstakes due to business changes, viruses, malware, security breaches, non-authorized human intervention, fraud or other causes beyond Sponsor's control. If Sponsor modifies, cancels, terminates or suspends the Sweepstakes, Sponsor may, in its sole discretion, randomly select winners from all eligible, non-suspect, entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Sweepstakes or website or violates these Official Rules. Any attempt by an entrant to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law.

The Sponsor may use your entry information to send you offers, promotions or product information.

If any provision of this Sweepstakes shall be deemed to violate any federal, state or municipal law, it shall be amended to conform to such law and all other provisions shall remain in full force and effect. Sponsor is not responsible for any typographical or other errors in the printing or publication of these Official Rules, administration of this Sweepstakes, or in the announcement of any winner(s) or Prize(s).

11. LIMITATION OF LIABILITY: BY ENTERING YOU AGREE TO RELEASE AND HOLD HARMLESS VERGE SPORT AND ITS SUBSIDIARIES, AFFILIATES, ADVERTISING AND PROMOTION AGENCIES, PARTNERS, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS AND DIRECTORS FROM ANY LIABILITY WHATSOEVER, AND WAIVE AND RELEASE SUCH PARTIES FROM ANY AND ALL CAUSES OF ACTION, FOR ANY CLAIMS, COSTS, INJURIES, LOSSES, OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, CLAIMS, COSTS, INJURIES, LOSSES AND DAMAGES RELATED TO PERSONAL INJURIES, DEATH, DAMAGE TO OR DESTRUCTION OF PROPERTY, RIGHTS OF PUBLICITY OR PRIVACY, DEFAMATION OR PORTRAYAL IN A FALSE LIGHT, WHETHER INTENTIONAL OR UNINTENTIONAL), WHETHER UNDER A THEORY OF

CONTRACT, TORTS (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), WARRANTY OR ANY OTHER THEORY OR CAUSE OF ACTION, ARISING OUT OF OR IN CONNECTION WITH (I) YOUR PARTICIPATION IN THE SWEEPSTAKES AND/OR YOUR ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE OR ANY PORTION THEREOF, (II) TECHNICAL FAILURES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE MALFUNCTIONING OF ANY COMPUTER, CABLE, NETWORK, HARDWARE OR SOFTWARE; (III) THE UNAVAILABILITY OR INACCESSIBILITY OF ANY TRANSMISSIONS OR TELEPHONE OR INTERNET SERVICE; (IV) UNAUTHORIZED HUMAN INTERVENTION IN ANY PART OF THE ENTRY PROCESS OR THE SWEEPSTAKES; (V) ELECTRONIC OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE SWEEPSTAKES OR THE PROCESSING OF ENTRIES.

12. Disputes: THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF NEW YORK, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Sweepstakes, participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Missouri having jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Sweepstakes), and participant further waives all rights to have damages multiplied or increased.

13. Privacy Policy: Information submitted in connection with the Sweepstakes will be treated in accordance with these Official Rules and Sponsor's Privacy Policy (as may be amended from time to time), currently located at www.vergesport.com/media/2410/privacy-policies_v1.pdf provided that in the event of any conflict between these Official Rules and such Privacy Policy, the terms and conditions of these Official Rules shall prevail only with respect to the conduct of this Sweepstakes.

14. Winners List: To obtain a list of the Sweepstakes winners or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to:

Verge They Win-You Win Sweepstakes

FX America Inc.

228 Park Ave S #40839

New York, NY 10003-1502

15. Sponsor: The Sponsor of the Sweepstakes is:

FX America Inc.

228 Park Ave S #40839

New York, NY 10003-1502