

Darn Tough Vermont® Trail Sustainability Winners 2023 - Contest Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

1. Eligibility

Darn Tough Vermont® Trail Sustainability Winners 2023 (the "Contest") is open to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry, and are race directors or event organizers that hold trail races or events in the United States. Employees of Darn Tough Vermont and other companies associated with the promotion of the Contest, and their respective parents, subsidiaries, affiliates and advertising and promotion agencies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Contest is subject to federal, state, and local laws and regulations.

2. Sponsor

The Contest is sponsored by Darn Tough Vermont®, located at 364 Whetstone Drive, Northfield, Vermont 05663.

3. Agreement to Official Rules

Each person who enters the Contest is sometimes hereinafter referred to as "Entrant." Participation in the Contest constitutes 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 being compliant with these Official Rules and fulfilling all other requirements set forth herein. As used herein, "Parties" refers to Sponsor and Entrant.

4. Contest Period

The Contest begins on August 21, 2023 at 08.00 am MDT and ends on September 18, 2023 at 08.00 MDT (the "Contest Period"). Entries that are submitted before or after the Contest Period will be disqualified.

5. How to Enter (Online Only)

In order to enter the Contest, Entrants must visit our website at <https://ustrailrunningconference.com/darn-tough-trail-sustainability/>, fill out the entry form in accordance with the directions, and click on "Submit."

Limit one (1) entry per person, per email address, and per household for the duration of the Contest Period. Entries received from any person, e-mail address, or household in excess of the stated limitation will be void. All entries become the property of Sponsor and will not be acknowledged or returned.

6. Prize Drawing

By September 25, 2023, the Sponsor's judging panel will select potential winners from among all eligible entries received. The odds of being selected depend on the number of entries received. The Sponsor will attempt to notify the potential winner via telephone or email on or about September 25, 2023. If the potential winner cannot be contacted within five (5) days after the date of the first attempt to contact him/her, the Sponsor's judging panel may select an alternate potential winner in his/her place from the remaining non-winning, eligible entries.

7. Winner Notification

The potential winners will be notified by email, mail, or phone. Each potential Grand and First Prize winner will be required to complete, electronically sign, and submit a Declaration of Compliance within five (5) days of the date on which the notice or attempted notice is sent, in order to claim his/her prize. If a potential winner cannot be contacted, or fails to submit the Declaration of Compliance within the required time period (if applicable), or the notification of the prize is returned as undeliverable, the potential winner forfeits the prize. If the potential winner is at least 18 years of age but still legally a minor in their jurisdiction of residence, that person's parent or legal guardian will be required to sign the Declaration of Compliance on their behalf, as well as to fulfill any other requirements set forth herein that are imposed on winners. In addition, Sponsor reserves the right to award the prize in the name of the parent or legal guardian.

Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner chosen by Sponsor's judging panel from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Contest.

8. Prizes

1. \$2500 cash prize plus socks for all race participants (up to 500 pairs maximum)
2. \$1000 cash prize plus socks for top 3 in each race division
3. 50 pairs of socks to be used by race

9. General Conditions

In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Contest is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, Sponsor may, in its sole discretion, either (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules, or (b) terminate the Contest and, in the event of such termination, award the prize to winners selected by Sponsor's judging panel from among the eligible, non-suspect entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it believes in good faith to be tampering with the entry process or the operation of the Contest, or to be acting in violation of these Official Rules or in an unsportsmanlike, disruptive, or fraudulent manner. Any attempt by any person to damage the website or undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law.

10. Waiver.

Failure by Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of such provision.

11. Release and Limitations of Liability

By participating in the Contest, Entrants thereby release and hold harmless the Sponsor, the advertising and promotion agencies, and any other companies associated with the Contest, as well as the parents, subsidiaries, and affiliates of each of the foregoing, and all of their respective directors, members, officers, shareholders, employees, independent contractors, and representatives (the "Released Parties") from and against any claim or cause of action arising out of or connected with the Contest or receipt or use of the prize (including any travel or activity related thereto), including, but not limited to: (a) any technical error associated with the Contest, including loss, interruption, or failure of internet or telephone service, however caused; (b) any communication failure, however caused (including but not limited to technical failures and human errors, whether or not negligent); (c) unauthorized human intervention in the Contest; (d) typographical errors; (e) any other errors or problems in connection with the Contest, including but not limited to errors or problems in the administration of the Contest, the steps taken to contact possible winners, the announcements of winners, the cancellation or postponement of the event and the

processing of Entrants' applications; or (f) injury, death, losses or damages of any kind, to persons or property which is caused, in whole or in part, directly or indirectly, from Entrants' participation in the Contest or acceptance, receipt, or misuse of the prize and any travel or activity related to any of the foregoing. Entrant further agrees that in any claim or cause of action, the Released Parties' liability shall be limited to the Entrant's cost of entering and participating in the Contest, and in no event shall the Entrant be entitled to recover attorney's fees, costs, or legal expenses, it being understood that Entrant hereby expressly waives any and all claims to punitive, consequential, special, or indirect damages.

12. Disputes

These Official Rules and any dispute or controversy arising out of or related thereto and/or the relationship of the parties established herein ("Claims") shall be governed by and construed, interpreted, and resolved in accordance with the laws of the State of Vermont without regard to its choice of law provisions. All Claims shall be submitted exclusively to courts of competent jurisdiction located in the State of Vermont, and the Parties hereby unconditionally and irrevocably consent and submit to such exclusive jurisdiction and venue, and waive any objection they may now or hereafter have with respect thereto.

13. CLASS ACTION WAIVER.

Except where prohibited by applicable law, Entrant agrees that any and all claims and causes of action arising out of, or connected with, the Contest or the receipt or use of the prize (including any travel or activity related thereto) shall be resolved individually, without resort to any form of class action, and exclusively as provided in Section 12 above.

14. Privacy

Information collected from entrants is subject to Sponsor's privacy policy which is accessible at <https://dardtough.com/pages/privacy-policy>