

## JD TIMES SQUARE x JENNY LIN GIVEAWAY OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OF SPONSOR'S PRODUCT OR PAYMENT OF ANY KIND DOES NOT IMPROVE YOUR CHANCES OF WINNING.**

**By participating in the Promotion, you agree to be bound by these Official Rules and the decisions of the Sponsor pertaining to the Promotion, which you further agree shall be final and binding in all matters pertaining to the Promotion.**

**DO NOT PARTICIPATE IN THE PROMOTION IF YOU DO NOT AGREE TO THESE OFFICIAL RULES. PROMOTION AND PROMOTION PERIOD ARE SUBJECT TO CHANGE.**

### **1. PROMOTION PERIOD:**

The JD TIMES SQUARE x JENNY LIN GIVEAWAY (the "**Promotion**") begins with the publication of the Influencer Post (as defined below) on October 16, 2020 and ends at 11:59:59 pm EST on October 23, 2020 (the "**Promotion Period**"). Sponsor's computer is the official clock for the Promotion. Any Entry received before or after the Promotion Period will be void (except as otherwise provided in these Official Rules).

### **2. PROMOTION THEME:**

JD Sports in the U.S. is celebrating the opening of its JD Sports retail store in Times Square. JD Sports, with the help of three (3) of its Influencers (Asia Irving @asiairving; Jenny Lin @jennylinnn; and Amin Warren @meanxvi), is sponsoring three (3) different sweepstakes to give away JD Sports gift cards (that can be used at any JD Sports retail store in the U.S. or online at jdsports.com) to sweepstakes winners. These Official Rules cover one (1) giveaway sponsored by JD Sports and hosted by one (1) Influencer.

### **3. ELIGIBILITY:**

To be eligible to enter or win, you must be a legal resident of the United States and at least 13 years or older at the time of entry ("**Entrant**"). The Promotion is void in Rhode Island, U.S. Territories, outside of the United States, and where prohibited by law. Employees of Sponsor and its affiliates, subsidiaries, divisions, fulfillment and advertising and promotion agencies ("**Promotion Entities**"), their immediate family members (spouse, parent, child, sibling, and their respective spouses, regardless of where they reside), and those living in the same household of each such individual, whether or not related, are not eligible to enter or win. Sponsor reserves the right to verify eligibility regarding the qualifications of Entrants and the Winners.

### **4. HOW TO ENTER:**

The Promotion consists of one (1) giveaway hosted by Jenny Lin, a JD-engaged influencer ("**Influencer**") with Instagram handle @jennylinnn. Influencer will, to start the Promotion Period, publish a giveaway launch post on Influencer's Instagram handle (the "**Influencer Post**").

**For Instagram®, Entrants should first visit – <https://www.instagram.com>.**

**Instagram Entry:** Entrants may enter the Promotion through Instagram. To enter, you must have or create a public Instagram account and a device that supports the Instagram app. To receive one (1) entry (an “**Entry**”) into the Promotion, during the Promotion Period:

- Follow @jdsportsus on Instagram;
- Like the Influencer Post on @jennylinnnn on Instagram; and
- Comment on the Influencer Post, tagging a friend who lives in New York City and including #JDSportsTimesSquare.

(collectively, the “**Entry Requirements**”). Any Entry that is submitted without following the Entry Requirements will not be considered for the Prize.

By entering via a third party social network site, you are authorizing Sponsor to access and utilize portions of your social network site information. Sponsor reserves the right, at any time and for any reason or for no reason, to disassociate any person from its social media network page/following by any means then technically available to it (for example, “blocking” your account from liking or following Sponsor’s account).

Entrant acknowledges that Sponsor cannot control certain factors relating to use of the Instagram platform, including, without limitation, errors, cancellation of accounts or technical malfunctions that may affect any Entrant’s ability to enter, win, view, be advised of, be eligible for or be properly considered in the Promotion. Multiple Entrants are not permitted to share the same email address or Instagram account. Any attempt by any Entrant to obtain more than the stated number of entries by using multiple/different Instagram accounts, email addresses, identities, registrations and logins, or any other methods will void that Entrant’s Entry and that Entrant may be disqualified. Each potential winner may be required to show proof of being an authorized account holder. In the event of a dispute regarding the identity of a User, a person who can demonstrate the ability to log into the applicable account with the correct user name and password will be deemed the User who submitted the entry. Sponsor may message Entrant via Instagram direct message to obtain email address for verification. Instagram is not a sponsor, does not endorse, and is in no way affiliated with the Promotion.

**Instagram Entries via Wireless Mobile Devices:** If Entrant opts to participate in this Promotion via Instagram, the Promotion must be via Entrant’s wireless mobile device (which may only be available via participating wireless carriers and is not required to enter), standard text messaging rates or data charges may apply for each text message or data sent or received from Entrant’s handset according to the terms and conditions of Entrant’s service agreement with Entrant’s wireless carrier. Other charges may apply (such as normal airtime, data charges and carrier charges) and may appear on Entrant’s mobile phone bill or be deducted from Entrant’s prepaid account balance. Wireless carriers’ rate plans or data plans may vary, and Entrant should contact Entrant’s wireless carrier for more information on messaging rate plans and charges relating to Entrant’s participation in this Promotion. Participation in this Promotion by mobile phone means that Entrant understands that Entrant may receive additional data from Sponsor relating to this Promotion, including notifications to Entrant if Entrant is a potential winner in this Promotion, which will be subject to the charges pursuant to Entrant’s carrier’s rate plan. Use of Instagram may not be available from all mobile phone service carriers and handset models. Cell phone/internet service may not be available in all areas. Entrant should check Entrant’s phone’s capabilities for specific instructions.

**Mail-In Entry:** You may also enter the Promotion by printing your name, complete address, and email address either on a post card or separate piece of paper no larger than 8 ½ x 11 inches and mailing the postcard or paper in an envelope with the proper postage affixed to JD Times Square x Jenny Lin Giveaway, c/o JD Sports Brand Development Specialist, 1881 9th St., Suite 120, Boulder, CO 80302. Mail-in entries must be postmarked by the last date of the Promotion Period to be entered the Promotion. Incomplete or non-legible mail-in entries will not be accepted.

**Limits:** There is a limit of one (1) Entry per Entrant for the Promotion Period. All Entries become the property of Sponsor. Multiple Entrants are not permitted to share the same email address. In case of dispute as to the identity of any Entrant, an Entry will be deemed made by the Authorized Account Holder of the Instagram account by which the Entry was submitted, where applicable. “**Authorized Account Holder**” is defined as the natural person who is assigned to the Instagram account in question. Any Entrant may be requested to provide Sponsor with proof that such Entrant is the Authorized Account Holder of the Instagram account associated with the Entry. Any attempt by any Entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations, logins, or any other methods will void that Entrant’s entries and that Entrant may be disqualified. Sponsor has the sole discretion to determine whether an Entry is eligible. Any Entry not in compliance with these Official Rules will be disqualified. By entering, you agree to waive any rights you may have to the Entry submitted.

**Entrant Data and Privacy:** Submission of the Entry, including any prize notification documents (“**Entrant Data**”), constitutes your consent for Influencer and Sponsor to obtain, use, and transfer your name, address, and other details for Promotion administration purposes. Any Entrant Data shall be used in a manner consistent with the consent given by Entrants at the time of entry, with these Official Rules, and with Sponsor’s Privacy Policy, which can be found at [jdsports.com](http://jdsports.com). By accepting a Prize, Winner consents to the use of his/her name, likeness, voice, photograph, opinions, and/or other information, for promotional purposes by Sponsor and its designees in any media, worldwide, including but not limited to Sponsor’s website, [jdsports.com](http://jdsports.com), and accounts on various social media sites (such as Instagram, YouTube or Facebook) without additional compensation or consideration to Entrant or Winner, except where prohibited by law (“**Promotions**”). All copyright, trademark, or other intellectual property rights in such Promotions shall be owned by Sponsor or its licensors, and Winner hereby disclaims and waives any claim of right to such Promotions. Such Promotions shall be solely under control of Sponsor or its licensors, and Winner hereby waives any claim of control over the Promotions’ content, as well as any possible claims of misuse of Winner’s name under contract, tort, or any other theory of law.

## **5. CONTENT GUIDELINES**

As used in these Official Rules, “**Content**” refers to all information, photos, hashtags, captions, descriptions, comments or other content an Entrant submits in connection with an Entry.

By submitting an Entry, an Entrant represents and warrants that: (a) Entrant’s Content is Entrant’s original work; (b) Entrant’s Content has not been previously published; (c) Entrant’s Content has not been copied from others; (d) Entrant’s Content does not violate any rights of any other person or entity (including, but not limited to, copyrights, trademark rights, rights of privacy and publicity); (e) Entrant has permission to use the name or likeness of any person featured in Entrant’s Content; and (f) the publication of the Content will not infringe on the rights of any person or entity.

All Content must conform to the following guidelines:

- Content must be in a format acceptable to and comply with the terms of Instagram.
- Content must not have been generated by automated or like methods of submission.
- Content must not contain any personally identifiable information.
- Content must not include anything that is unlawful, obscene, offensive, provocative, sexually explicit, pornographic, violent, discriminatory or otherwise objectionable.
- Content must not promote alcohol, illegal drugs, tobacco or firearms/weapons (or use of any of the foregoing).
- Content must not promote any activities that are unlawful or appear to be unsafe or dangerous.
- Content must not defame, misrepresent or contain disparaging remarks about Sponsor or its products and services or other persons, entities or products.
- Content should not promote any particular political agenda or message.
- Content should not communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate.

## **6. PRIZES, PRIZE DRAWING, AND ODDS OF WINNING:**

**Winners:** There will be one (1) winner randomly selected by Sponsor (each individual a “**Winner**”). Prize award is subject to verification of eligibility, compliance with these Official Rules and size availability. Odds of winning depend on number of total eligible Entries received during the Promotion Period.

**Winner Selection and Conditions:** The Winner will be selected by Sponsor on October 27, 2020. Winner will be notified via direct message on Winner’s Instagram account or by email, depending on the Winner’s method of entry. A representative of Sponsor will make at least one (1) attempt to notify the Winner. The Winner will have 48 hours to respond and claim the Prize. The Winner may be emailed by Sponsor (with or subsequent to the Winner notification email) a Declaration of Eligibility and Release of Liability/Publicity Form (“**Declaration**”) and/or form W-9 (TN residents need not sign the publicity releases). The Winner will then be required to sign and return the Declaration and/or form W-9 within the time period stated by Sponsor. If the Winner is under the age of majority in their state of residence, the Winner’s parent or guardian may, in Sponsor’s sole discretion, be required to sign and return a Declaration and/or form W-9 within the time period stated by Sponsor. Non-winning entries will not carry forward or included in any subsequent Promotion prize drawings. The Winner is solely responsible for filing all required tax forms and returns and all federal, state and local taxes and other fees associated with Prize receipt and use.

**Prize Details:** Total of (1) Prize per Winner. Winner will receive one (1) JD Sports gift card pre-loaded with \$250.00 (the “**Prize**”). Style of Prize may be selected by Sponsor in its sole discretion. Winner is eligible to win only one (1) Prize under the Promotion. Approximate retail value of the Prize: \$250.00. Approximate total retail value of all Prizes: \$250.00. Use of the gift card is subject to Sponsor’s Gift Card Terms and Conditions available at <https://www.jdsports.com/giftcards>.

**Prize Awarding:** Awarded Prizes will be sent to Winner by mail. All Prizes will be awarded, provided more than enough entries have been received. A Prize is not redeemable for cash (except as otherwise required by law). A Prize is the sole responsibility of a Winner upon receipt and will not be replaced by Sponsor if lost or stolen. No assignment, transfer or substitution of the Prize will be permitted except by Sponsor, who reserves the right to substitute a Prize of equal or

greater value. By accepting a Prize, a Winner agrees to release and hold the Released Parties, including the Sponsor, harmless against any and all claims, damages, losses, expenses and liability for any injury or damage caused, or claimed to be caused, by the acceptance or use of any Prize.

The Winner may not designate another person as the Winner. Any portion of a Prize not accepted or unclaimed by the Winner will be deemed forfeited by the Winner. If the Winner cannot be reached by Sponsor, does not respond within the required time to Sponsor's attempt to notify the Winner or by the deadline set by the Sponsor for the return of any completed and signed Declaration and/or form W-9 or is otherwise unable or unwilling to accept the Prize, the Winner will be deemed to have forfeited the Prize and Sponsor may select an alternative Winner and award the Prize to that alternative Winner. Sponsor is not responsible for the inability of any Winner to accept any Prize for any reason.

## **7. ENTRY DISQUALIFICATION AND PROMOTION CHANGES:**

Incomplete and unintelligible Entries, and Entries that do not fully comply with all of the requirements set forth in these Official Rules including without limitation the Content Guidelines, may be disqualified.

Sponsor reserves the right, in its sole discretion, to (a) change the Promotion at any time without liability to Entrants or third parties, including if and when Sponsor becomes aware of any circumstances or occurrence which would materially affect the Promotion's administration, security, fairness, integrity or proper conduct; (b) disqualify any Entrant or Winner whose conduct is contrary to the spirit and intention of the Promotion and these Official Rules or for any other reason Sponsor deems appropriate and to declare as void any applicable Entry or Entries; or (c) modify, cancel or suspend the Promotion or any part of it at any stage for any reason, including circumstances beyond Sponsor's reasonable control.

Without limiting the foregoing, if the Sponsor elects to modify, cancel or suspend the Promotion for reasons which may include, without limitation, unauthorized intervention, fraud, technical failures or any other causes which may affect or corrupt the administration, security, fairness, integrity or proper conduct of the Promotion, then Sponsor reserves the right to void any and all Entries and select the Winner from among all eligible, non-suspect Entries received up to the time of modification, cancellation or suspension of the Promotion.

Without limiting the foregoing, Sponsor reserves the right to, in its sole discretion, disqualify any Entrant it finds to be tampering with the entry process or the operation of the Promotion. Sponsor may prohibit an Entrant from participating in the Promotion or winning a Prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Promotion by cheating, hacking or engaging in other unfair playing practices (including by the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other Entrants or Sponsor agents or representatives. By way of example, any attempt by an Entrant to obtain more than the permitted number of Entries by using multiple or different user accounts or methods of entries will void all of that Entrant's Entries and that Entrant may be disqualified.

## **8. GENERAL:**

The Promotion is subject to all federal, state, provincial and local laws and regulations. By participating in the Promotion, an Entrant acknowledges compliance with these Official Rules and all decisions of Sponsor, which are final in all matters relating to the Promotion. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to Entrants. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

## **9. DISCLAIMERS:**

To the maximum extent permitted by applicable law: Sponsor is not responsible for (a) typographical or other errors in the offer or administration of the Promotion, including but not limited to errors in advertising, these Official Rules, the selection and announcements of the Winner or the distribution of any Prize; (b) Entries not received within the Promotion Period or Entries that are otherwise lost, late, damaged, delayed or incomplete; (c) any interrupted or unavailable network, server or other connections, miscommunications, failed telephone, computer hardware, software and other technical failures of any kind, including injury or damage to any person's computer relating to or resulting from participating in the Promotion; (d) unauthorized intervention, delayed, jumbled or garbled computer transmissions or other errors of any kind, whether human, mechanical or electronic, including without limitation, the incorrect or inaccurate capture of Entry information online whether caused by Internet users or any of the equipment or programming associated with or utilized in the Promotion, regardless of cause that may limit a person's ability to participate in the Promotion.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: WITH RESPECT TO A PRIZE, SPONSOR MAKES NO REPRESENTATIONS AND GRANTS NO WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE, AND SPONSOR SPECIFICALLY DISCLAIMS ANY WARRANTIES, WHETHER WRITTEN OR ORAL OR EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE OR NONINFRINGEMENT.

## **10. RELEASE:**

To the maximum extent permitted by applicable law, Entrants waive any and all claims of liability against Sponsor and its affiliates, parents and subsidiaries and its and their respective owners, officers, directors, employees, agents, representatives, successors and assigns (collectively, the "**Released Parties**") arising from any claims, damages, losses, expenses and liability of any kind (collectively, "**Losses**") arising from or otherwise related to the Promotion, including without limitation any Losses arising from or otherwise related to an Entrant's participation in the Promotion or from a Winner's acceptance or use of any Prize awarded. The foregoing release shall not apply to any Losses arising from Sponsor's own negligence or more culpable conduct or omissions.

## **11. LIMITATION OF LIABILITY:**

To the maximum extent permitted by applicable law, in no event will any of the Released Parties be responsible or liable for any damages or losses of any kind, including direct, indirect, incidental, consequential or punitive damages arising out of or otherwise relating to the Promotion

or any Prize, including without limitation any Losses arising from or otherwise related to an Entrant's participation in the Promotion or from a Winner's acceptance or use of any Prize awarded. Some jurisdictions do not allow the limitations or exclusion of liability for incidental or consequential damages, so the foregoing limitation may not apply to an Entrant.

## **12. DISPUTES; GOVERNING LAW:**

This Promotion is conducted in English. By participating in the Promotion, an Entrant waives all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Promotion. Any controversy or claim arising out of or relating to these Official Rules and/or the Promotion shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of Indiana, City of Indianapolis. BY AGREEING TO ARBITRATION, AN ENTRANT UNDERSTANDS AND AGREES THAT THE ENTRANT IS WAIVING ENTRANT'S RIGHTS TO MAINTAIN OTHER AVAILABLE RESOLUTION PROCESSES, SUCH AS A COURT ACTION OR ADMINISTRATIVE PROCEEDING, TO SETTLE THEIR DISPUTES.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF INDIANA WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Promotion, Entrant irrevocably submits and consents to the exclusive jurisdiction and venue of the state and federal courts located in or closest to the City of Indianapolis in the State of Indiana. Entrant agrees not to raise the defense of forum non conveniens.

*ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS 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.*

**13. WINNER'S LIST:** For the name of the Winner, please send a self-addressed, stamped envelope within sixty (60) days after the Winner selection to: JD Sports US, c/o JD Sports Social Media Specialist, 1881 9th St., Suite 120, Boulder, CO 80302 or via email to [aaguado@finishline.com](mailto:aaguado@finishline.com) with "JD Times Square x Jenny Lin Giveaway Winner List" as the letter title or email subject.

**14. PRIVACY POLICY:** Personal information submitted by Entrants, and Sponsor's use of such information, is subject to Sponsor's Privacy Policy available at [jdsports.com](http://jdsports.com).

## **15. SPONSOR:**

The Finish Line USA, Inc. d/b/a JD Sports  
3308 N. Mitthoeffer Rd.  
Indianapolis, IN 46235

The Promotion is in no way sponsored, endorsed or administrated by, or associated with, Instagram.

**16. MISCELLANEOUS:**

The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. When terms such as "may" are used in these Official Rules, Sponsor has sole and absolute discretion. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials, privacy policy, or terms of use on Sponsor's website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern, and control, and the discrepancy will be resolved in Sponsor's sole and absolute discretion.