

TERMS AND CONDITIONS: JD TIMES SQUARE MUST-HAVE RETROS IN-STORE DRAWING

NOTICE OF SPONSOR'S CHANGE TO PROMOTION (as of October 8, 2020):

Sponsor has sent or will send notice via e-mail to all Entrants (as of October 8, 2020) regarding the following changes to the Promotion. These changes and revisions were made after the end of the Promotion Period.

Sponsor has revised the following sections in these Official Rules: *Section 5 – Promotion Period; Section 6 – How to Enter; Section 7 – Product Release Invitation; and Section 9 – Summary*. In sum, the entry dates (for the Post-Opening Release Dates), Release Dates and dates for selecting and notifying Winners have been changed and revisions were made accordingly. The entry period for the Opening Release Dates is closed. If you have any questions about these changes, please contact an Entry Store.

PLEASE READ THESE TERMS AND CONDITIONS BEFORE PARTICIPATING IN THE 'JD TIMES SQUARE MUST-HAVE RETROS IN-STORE DRAWING' ("**PROMOTION**"). BY PARTICIPATING, YOU ACKNOWLEDGE THAT THESE TERMS AND CONDITIONS MAY LIMIT YOUR RIGHTS, AND YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND ALL OTHER TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS OR DO NOT MEET THE PROMOTION'S ELIGIBILITY REQUIREMENTS, DO NOT PARTICIPATE. PROMOTION VOID WHERE PROHIBITED BY LAW.

NO PURCHASE NECESSARY TO ENTER. A PURCHASE OF SPONSOR'S PRODUCT OR PAYMENT OF ANY KIND DOES NOT IMPROVE AN ENTRANT'S CHANCES.

LOCAL, STATE AND/OR FEDERAL LAWS, REGULATIONS AND/OR ORDERS CONCERNING COVID-19 MAY IMPACT YOUR ABILITY TO FULLY PARTICIPATE IN THIS PROMOTION. FOR EXAMPLE, YOU MAY NOT BE ABLE TO READILY ENTER THE JD TSQ STORE DUE TO CAPACITY RESTRICTIONS OR (DEPENDING ON THE LOCATION FROM WHERE YOU ARE TRAVELING) YOU MAY BE REQUIRED TO QUARANTINE FOR AN EXTENDED PERIOD OF TIME PRIOR TO BEING IN PUBLIC, INCLUDING THE JD TSQ STORE. FOR MORE INFORMATION, CLICK [HERE](#).

DO NOT PARTICIPATE IN THE PROMOTION IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS. PROMOTION IS SUBJECT TO CHANGE.

- 1. Promotion Theme.** JD is offering JD Finish Line store guests the opportunity to have early access to purchase certain footwear at the JD store located in Times Square in New York City at 1466 Broadway, New York, NY 10036 (the "**JD TSQ Store**"). Footwear available for purchase may be limited in styles and sizes. The styles of the footwear are a variety of Air Jordan Retros as listed [HERE](#).
- 2. Sponsor.** The Promotion is sponsored by The Finish Line USA, Inc. d/b/a Finish Line ("**Finish Line**") and JD Sports ("**JD**"), 3800 N. Mitthoeffer Road, Indianapolis, Indiana 46235 (Finish Line and JD being collectively referred to herein as "**JD Finish Line**").
- 3. NO PURCHASE NECESSARY.** No purchase is necessary for an Entrant to participate in the Promotion.
- 4. Eligibility.** To be eligible to enter, 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 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. Sponsor reserves the right to verify eligibility regarding the qualifications of an Entrant.

5. **Promotion Period.** The entire Promotion covers multiple footwear releases (each a “**Product Release**”), taking place in 2020 on the following dates: **October 16, October 17, October 18, October 19, October 25, November 1, November 8 and November 15** (each, a “**Release Date**”). Click [HERE](#) for the Product Release Calendar for details as to the footwear items being released on each Release Date (each a “**Release Product**”). The entire Promotion Period starts October 5, 2020 when the applicable Entry Store opens and ends on **November 10, 2020** when the applicable Entry Store closes. “**Entry Store**” means the Finish Line or JD Sports store where an eligible person can submit his/her/their Entry Information for this Promotion.

6. **How to Enter.**

- A. **For entries covering Release Dates **October 16, October 17, October 18 and October 19, 2020 (“Opening Release Dates”)**:** When visiting an Entry Store location on October 5 or October 6, 2020, provide the Entry Information to an Entry Store associate at the Entry Store’s checkout counter. Entry Store locations, as described in this Section, are as follows:

- Finish Line (Staten Island Mall) - 2655 Richmond Ave. #T122, Staten Island, NY 10314
- Finish Line (Queens Center) - 90-15 Queens Blvd. #3044, Elmhurst, NY 11373
- Finish Line (Green Acres Mall) - 1076 Green Acres Mall Ste. 114, Valley Stream, NY 11581
- Finish Line (Kings Plaza Shopping Center) - 5368 Kings Plaza, Space #161 & 162, Brooklyn, NY 11234
- Finish Line (Fordham Road) - 262 East Fordham Rd., Bronx, NY 10458
- Finish Line (Cross Country Shopping Center) - 6K Mall Walk #1A, 1BB, Yonkers, NY 10704
- JD Sports (Roosevelt Field) - 630 Old Country Rd. #1128, Garden City, NY 11530

- B. **For entries covering Release Dates **October 25, November 1, November 8, 2020 and November 15, 2020 (“Post-Opening Release Dates”)**:** When visiting the JD TSQ Store on the Tuesday prior to the applicable Release Date, visit the Order Pickup Station on the second floor (or any other designated station or counter) and provide the Entry Information to a JD TSQ Store associate. You may submit Entry Information for multiple Release Products released on multiple Release Dates during a single visit, but you are restricted to providing one (1) submission per Release Product and the submission must be on a Tuesday preceding the applicable Release Date. For example, you may visit the JD TSQ Store on Tuesday, October **25**, 2020 and submit Entry Information for one (1) entry for each Release Product to be released on the following Release Dates: November 1, 2020 and November 8, 2020.

- C. **Entry Information:** The following information is “**Entry Information**” as referenced in these Terms and Conditions: Name, Phone Number, Release Product preference, Release Product style (Men’s, Women’s, Grade School, Preschool, Toddler or Crib Bootie) and Shoe Size.

- D. **Entry Limits:** Limit of one (1) entry per Entrant per Release Product per Release Date. An Entrant may only enter for himself/herself/themselves. Any attempt by any Entrant to obtain more than the stated number of entries by using multiple/different Entry Information or any other methods will void that Entrant’s Entries and that Entrant may be disqualified and prohibited from participating in the Promotion.

7. **Product Release Invitation.** On **Wednesday, October 7 for the Opening Release Dates** and on the Wednesday prior to each of the **Post-Opening Release Dates** (each a “**Selection Date**”), Sponsor will randomly select from the applicable pool of Entrants those persons to receive an “**Invitation**” to JD TSQ for the opportunity to make an early purchase of the applicable Release Product on the following

Release Date (each an “**Invitee**” and collectively, the “**Invitees**”). With respect to each Product Release, an Entrant may not be selected as an Invitee under this Promotion if he/she/they is/are a Winner for the applicable Product Release in Sponsor’s *A-List STATUS JD Times Square Must- Have Retros Sweepstakes*. On the Selection Date (or the day after the Selection Date, at the latest) (the “**Invitation Date**”), a representative of Sponsor will make at least one (1) attempt to contact an Invitee by phone to invite him/her/they as described herein. If no such contact is made, Sponsor reserves the right to select an alternative Invitee. If such contact is made, the Sponsor’s representative will provide an Invitee the window of time on the Release Date that the Invitee should be at the JD TSQ Store for an opportunity to make a purchase of the available Release Product (the “**Early Purchase Window**”) and instructions for making the purchase. The Early Purchase Window will, for each Release Date, occur before the JD TSQ Store opens on the applicable Release Date (up to three (3) hours prior to such opening time). An Invitee who does not follow applicable directions (including any and all directions and requirements Sponsor may impose concerning COVID-19) may be deemed by Sponsor to have forfeited the opportunity to purchase the applicable Release Product during the Early Purchase Window. Any Invitee who does not purchase the Release Product within the Early Purchase Window in accordance with these requirements or otherwise will forfeit the opportunity to buy the Release Product within the Early Purchase Window. Sponsor’s invitations, as described herein, are non-transferable. The number of Invitees will vary for each Product Release, based on availability of Release Products and other factors that Sponsor may reasonably take into consideration. Through other promotions, additional persons may also be at the JD TSQ Store during the Early Purchase Window, including for the opportunity to make an early purchase of the applicable Release Product on a Release Date.

8. **Release Product Purchase.** During the Early Purchase Window, an Invitee will have an opportunity to purchase a Release Product at the JD TSQ Store, subject to availability and in accordance with Sponsor’s directions. **SPONSOR DOES NOT GUARANTEE THAT INVITEE WILL BE ABLE TO PURCHASE A RELEASE PRODUCT OR ANY RELEASE PRODUCT IN INVITEE’S PREFERRED STYLE OR SIZE.** No make good shall be provided to an Invitee by Sponsor in the event an Invitee opts to not purchase or is unable to purchase a Release Product during the Early Purchase Window for any reason. A valid photo ID (with a first and last name that matches the first and last name associated with the applicable Invitee, per Invitee’s applicable Entry Information) and a valid form of payment is required to purchase a Release Product. Acceptable forms of valid photo IDs include a driver’s license, passport, military ID or school ID. Sponsor may elect to accept other forms of identification at its sole discretion, but Sponsor is under no obligation to accept any form of identification other than the forms of identification expressly listed in these Terms and Conditions. When purchasing a Release Product, Invitee may use STATUS Cash available through the STATUS loyalty program, subject to additional terms and conditions applicable to the loyalty program and use of rewards. Any Release Product that is not purchased during the Early Purchase Window may be made available for purchase generally by Sponsor or otherwise handled by Sponsor in its sole discretion.
9. **Summary.** The following table is intended to summarize several key terms in the foregoing sections how to participate in the Promotion:

ENTRY DATE	ENTRY STORE LOCATION	INVITATION DATE	PRODUCT RELEASE DATE	RELEASE PRODUCT PICKUP LOCATION
10/5/2020 - 10/6/2020	Finish Line Staten Island Mall	10/7/2020 – 10/8/2020	10/16/2020 10/17/2020 10/18/2020 10/19/2020	JD TSQ Store
10/5/2020 - 10/6/2020	Finish Line Queens Center	10/7/2020 – 10/8/2020	10/16/2020 10/17/2020 10/18/2020 10/19/2020	JD TSQ Store
10/5/2020 - 10/6/2020	Finish Line Green Acres Mall	10/7/2020 – 10/8/2020	10/16/2020 10/17/2020 10/18/2020 10/19/2020	JD TSQ Store
10/5/2020 - 10/6/2020	Finish Line Kings Plaza Shopping Center	10/7/2020 – 10/8/2020	10/16/2020 10/17/2020 10/18/2020 10/19/2020	JD TSQ Store
10/5/2020 - 10/6/2020	Finish Line Fordham Road	10/7/2020 – 10/8/2020	10/16/2020 10/17/2020 10/18/2020 10/19/2020	JD TSQ Store
10/5/2020 - 10/6/2020	Finish Line Cross Country Shopping Center	10/7/2020 – 10/8/2020	10/16/2020 10/17/2020 10/18/2020 10/19/2020	JD TSQ Store
10/5/2020 - 10/6/2020	JD Sports Roosevelt Field	10/7/2020 – 10/8/2020	10/16/2020 10/17/2020 10/18/2020 10/19/2020	JD TSQ Store
10/20/2020	JD TSQ Store	10/21/2020 – 10/22/2020	10/25/2020	JD TSQ Store
10/27/2020	JD TSQ Store	10/28/2020 – 10/29/2020	11/1/2020	JD TSQ Store
11/3/2020	JD TSQ Store	11/4/2020 – 11/5/2020	11/8/2020	JD TSQ Store
11/10/2020	JD TSQ Store	11/11/2020 – 11/12/2020	11/15/2020	JD TSQ Store

10. Disqualification. Notwithstanding any other terms set forth in these Terms and Conditions, Sponsor retains the right to disqualify any person from participating in the Promotion, including without limitation by invalidating any Entry or the opportunity to purchase a Release Product, for any reason or no reason and without notice to the person. Without limiting the foregoing, Sponsor may disqualify a person from participating in the Promotion where such person is deemed to have, in Sponsor's sole discretion, attempted to or actually abused, tampered with or circumvent the Promotion's process.

11. Promotion Modifications. JD reserves the right, in its sole discretion, to change, up to and including termination, the Promotion, including these Terms and Conditions, at any time without liability to any Raffle participant or any third party, 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; or 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 Sponsor elects to so modify, cancel or suspend the Promotion, then Sponsor reserves the right to void any and all Entries from among all eligible, non-suspect entries received up to the time of modification, cancellation or suspension of the affected Release Date(s) within the Promotion.

12. Applicable Laws. 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 Terms and Conditions 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 Terms and Conditions shall not constitute a waiver of that provision.

13. DISCLAIMERS OF LIABILITY. 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 Terms and Conditions, the selection and announcements of the Invitees or the administration of a Product Release; (b) Entries not received within the applicable 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 or accepting an Invitation; (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, 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 AN INVITATION, 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.

14. RELEASE OF LIABILITY. To the maximum extent permitted by applicable law, each Entrant, by providing Entry Information for the Promotion, waives 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 an Invitee's participation in a Product Release. The foregoing release shall not apply to any Losses arising from Sponsor's own gross negligence or more culpable conduct or omissions.

15. 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 Product Release, including without limitation any Losses arising from or otherwise related to an Entrant's participation in the Promotion or from an Invitee's participation in a Product Release. 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.

16. ASSUMPTION OF RISK. EACH ENTRANT HEREBY ACKNOWLEDGES AND AGREES THAT AS AN INVITEE, ENTRANT IS FULLY AND PERSONALLY RESPONSIBLE FOR HIS/HER/THEIR OWN

SAFETY AND ACTIONS DURING HIS/HER/THEIR PARTICIPATION IN A PRODUCT RELEASE AT THE JD TSQ STORE AND RECOGNIZES THAT PARTICIPATION IN A PRODUCT RELEASE MAY INCLUDE POSSIBLE EXPOSURE TO AND ILLNESS FROM INFECTIOUS DISEASES INCLUDING BUT NOT LIMITED TO COVID-19. BY ACCEPTING AN INVITATION, AN ENTRANT, AS AN INVITEE, KNOWINGLY AND FREELY ASSUMES ALL SUCH RISKS.

17. UNAFFECTED RIGHTS. NOTHING IN THESE TERMS AND CONDITIONS SEEKS TO EXCLUDE OR LIMIT ANY RIGHTS AVAILABLE UNDER APPLICABLE LAW WHICH CANNOT BE EXCLUDED OR LIMITED. THIS MEANS THAT THESE TERMS AND CONDITIONS WILL NOT CHANGE ANY RIGHTS WHICH THE LAW GRANTS TO YOU WHICH THAT LAW DOES NOT ALLOW SPONSOR TO CHANGE OR LIMIT. NOTHING IN THESE TERMS AND CONDITIONS OR ELSEWHERE WILL EXCLUDE OR LIMIT SPONSOR'S LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY OUR GROSS NEGLIGENCE OR MORE CULPABLE CONDUCT OR ANY LIABILITY FOR FRAUDULENT MISREPRESENTATION OR FRAUD OR LIABILITY WHICH WE ARE RESPONSIBLE FOR IN RELATION TO CONSUMER PROTECTION RIGHTS OR FOR ANY OTHER MATTERS WHICH IT WOULD BE ILLEGAL FOR US TO EXCLUDE. YOUR STATUTORY RIGHTS ARE NOT AFFECTED.

18. DISPUTE RESOLUTION; ARBITRATION AGREEMENT; WAIVER OF CLASS ACTION.

A. 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 Terms and Conditions, including, without limitation, the Promotion. Any controversy or claim arising out of or relating to these Terms and Conditions 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.

B. THESE TERMS AND CONDITIONS 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 Terms and Conditions and/or in connection with the entering of any judgment on an arbitration award in connection with these Terms and Conditions 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.

C. ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY 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.

19. Privacy. Personal information submitted by Entrants, and Sponsor's use of such information, is subject to JD Finish Line's Privacy Policy available at [finishline.com](https://www.finishline.com) and [jdsports.com](https://www.jdsports.com).

20. Miscellaneous. The invalidity or unenforceability of any provision of these Terms and Conditions will not affect the validity or enforceability of any other provision. In the event that any provision of the Terms and Conditions 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 Terms and Conditions will not constitute a waiver of that provision. When terms such as "may" are used in these Terms and Conditions, Sponsor has sole and absolute discretion. Entrants agree to waive any rights to claim ambiguity of these Terms and Conditions. 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 Terms and Conditions, the Terms and Conditions shall prevail, govern, and control, and the discrepancy will be resolved in Sponsor's sole and absolute discretion.