

**10 X \$1000 JD GIFT CARD 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 10 x \$1000 JD Gift Card Giveaway (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. STATUS Terms and Conditions, available at [finishline.com](https://www.finishline.com) and [jdsports.com](https://www.jdsports.com), apply. Gift Card Terms and Conditions, available at [finishline.com](https://www.finishline.com) and [jdsports.com](https://www.jdsports.com) apply. The Promotion is void in U.S. Territories, outside of the U.S. and where prohibited by law.**

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

**1. PROMOTION THEME:**

An exclusive opportunity for ten (10) STATUS members to each win a \$1,000 JD Sports E-Gift Card.

**2. QUALIFYING PERIOD; ENTRY PERIOD:**

The period for making a Qualifying Purchase (as defined in these Official Rules) is from 12:00 a.m. EST on December 8, 2021 to 11:59:59 pm EST on December 12, 2021 (for online purchases at [finishline.com](https://www.finishline.com), [jdsports.com](https://www.jdsports.com), the Finish Line mobile app and the JD Sports (U.S.) mobile app and during store hours from December 8, 2021 through December 12, 2021 (for in-store purchases at Finish Line retail stores and JD Sports retail stores in the U.S.) and the period for submitting a Qualifying Email (as defined in these Official Rules) is from 12:00 a.m. EST on December 8, 2021 to 11:59:59 pm EST on December 12, 2021. All of the date and time periods referenced in this paragraph constitute the "**Qualifying Period**" as referenced in these Official Rules.

A "**Qualifying Purchase**" is an online purchase by a STATUS member of any full-price apparel item at [finishline.com](https://www.finishline.com) or on the Finish Line mobile app or [jdsports.com](https://www.jdsports.com) or the JD Sports (U.S.) mobile app (being logged in to his/her/their STATUS account) or an in-store purchase of any full-price apparel item at any Finish Line or JD Sports retail store in the U.S. (providing his/her/their STATUS account information at checkout) during the Qualifying Period. A single transaction in which multiple full-price apparel items are purchased will constitute one (1) Qualifying Purchase. Separate transactions in which full-price apparel items are purchased will constitute separate Qualifying Purchases.

A "**Qualifying Email**" is an email from a STATUS member to [loyalty@finishline.com](mailto:loyalty@finishline.com) with the body of the email listing the member's name, complete mailing address, email address, phone number and STATUS account number with the email subject line of "Entry for 10 x \$1000 JD Gift Card Giveaway". All personal information in the email, as outlined above, must be the same as the information associated with the member's STATUS account. The date and time of an email must be time-stamped during the Qualifying Period to be accepted as a Qualifying Email.

For purposes of becoming qualified to enter this Promotion, a STATUS member may make and/or submit (as the case may be) up to three (3) Qualifying Purchases and/or Qualifying Emails during the Qualifying Period to qualify to submit up to three (3) Entries, the maximum allowance for Entries. By way of example, if a STATUS member makes two (2) Qualifying Purchases and submits one (1) Qualifying Email during the Qualifying Period, then the STATUS member will qualify to submit three (3) Entries or if a STATUS member makes three (3) Qualifying Purchases and submits three (3) Qualifying Email during the Qualifying Period, he/she/they will still only be able to submit three (3) Entries to win this Promotion.

The period for entering the Promotion begins at 12:00 a.m. EST on December 14, 2021 and ends at 11:59:59 pm EST on December 16, 2021 (the “**Entry Period**”). See Section 4, “How to Enter” in these Official Rules.

Sponsor’s computer is the official clock for the Promotion. Any purchase of a full-price apparel item completed on finishline.com, jdsports.com, the Finish Line mobile app or the JD Sports (U.S.) mobile app or at any Finish Line retail store or JD Sports retail store in the U.S. before or after the Qualifying Period will not constitute a Qualifying Purchase. Any email received before or after the Qualifying Period will not constitute a Qualifying Email. Any Entry received before or after the Entry Period will be void.

### **3. ELIGIBILITY:**

To be eligible to participate in this Promotion, you must be a legal resident of the United States, at least 13 years or older and a STATUS member who has completed registration of your STATUS account (“**Qualified Participant**”). Additional eligibility requirements, as set forth in Section 4, “How to Enter” in these Official Rules, apply.

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, will not qualify to participate in this Promotion and are not eligible to enter or win. Sponsor reserves the right to verify eligibility regarding the qualifications of STATUS members, Entrants and the Winner(s).

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

A Qualified Participant who is eligible to participate in this Promotion and submits an Entry for this Promotion may be referred to in these Official Rules as an “**Entrant**”. Any “**Entry**”, as described below, not in compliance with these Official Rules will be void.

**Points Redemption Entry:** If you are a Qualified Participant who receives an invitation from Sponsor to become an Entrant because you have been verified to have made a Qualified Purchase or have been verified to have submitted a Qualifying Email during the Qualifying Period, during the Entry Period, you may log in to your STATUS account on finishline.com or jdsports.com, visit the STATUS Rewards Catalog and follow the applicable instructions to redeem **0 Points** for one (1) Entry in the Promotion via the applicable Reward. Entry as described herein must be completed during the Entry Period between 12:00 a.m. EST on December 14, 2021 and 11:59:59 pm EST on December 16, 2021 to be accepted.

**Limits:** There is a limit of three (3) Entries per Entrant regardless of the method of qualification, subject to the terms in Section 2, "Qualifying Period; Entry Period" in these Official Rules. All Entries become the property of Sponsor. All Entries become the property of Sponsor. By entering, you agree to waive any rights you may have to the Entry submitted. Multiple Entrants are not permitted to share the same STATUS account or email address. Any attempt by any Entrant to obtain more than the stated number of entries by using multiple/different STATUS accounts, email addresses, identities, registrations and logins or any other methods will void that Entrant's Entry and that Entrant may be disqualified.

**Technical Issues:** Entrant acknowledges that Sponsor cannot control certain factors, 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 or to claim the Prize (where applicable).

**Mobile Devices Used for Entry:** If Entrant opts to participate in the Promotion via a wireless mobile device, entry must be via Entrant's own 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 applicable website or application platform 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.

**Authorized Account Holder:** In case of dispute as to the identity of any Entrant, an Entry will be deemed made by the Authorized Account Holder of the STATUS and/or email account by which the Entry was submitted, where applicable. "**Authorized Account Holder**" is defined as the natural person who is assigned to the STATUS and/or email account in question. Any Entrant may be requested to provide Sponsor with proof that such Entrant is the Authorized Account Holder of the STATUS and/or email 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. Each potential Winner may be required to show proof of being an Authorized Account Holder.

**Entrant Data and Privacy:** Submission of the Entry and any information or documents relating to this Promotion to Sponsor ("**Entrant Data**") constitutes your consent for 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 [finishline.com](http://finishline.com) and [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, finishline.com and 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 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 ten (10) Winners, randomly selected by Sponsor (each individual a "**Winner**" and collectively the "**Winners**"). Prize award is subject to verification of eligibility and these Official Rules. Odds of winning depend on number of total eligible Entries received during the Entry Period.

**Winner Selection and Conditions:** Winners will be selected by Sponsor by December 17, 2021. Winners will be notified via email ("**Win Notification**") and will have **one (1) week** from the date of the Win Notification to acknowledge receipt of Win Notification and fulfill requirements described herein and therein to receive a Prize. A representative of Sponsor will make at least one (1) attempt

to notify Winner. Winner may be emailed by Sponsor (with or subsequent to the Winner Notification) a Declaration of Eligibility and Release of Liability/Publicity Form (“**Declaration**”) and/or form W-9 (TN residents need not sign the publicity releases). Winner will then be required to sign and return the Declaration and/or form W-9 within the time period stated herein or otherwise stated by Sponsor. If Winner is under the age of majority in their state of residence, 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. 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, where applicable. Sponsor reserves the right to randomly select alternative Winner(s) in the event a selected Winner does not respond to the Win Notification or any subsequent communication from Sponsor, does not timely respond to the Win Notification or fulfill other requirements to receive a Prize or does not otherwise claim a Prize. Up to two (2) alternative Winners per allotted Winner spot may be randomly selected by Sponsor; if the three (3) randomly selected Winners for an allotted Winner spot do not respond to the Win Notification or any subsequent communication from Sponsor, do not timely respond to the Win Notification or fulfill other requirements to receive a Prize or do not otherwise claim a Prize, Sponsor reserves the right to deem the Prize forfeited and to not award the Prize to any other Entrant.

**Prize Details:** Total of one (1) Prize per Winner. The “**Prize**” is one (1) JD Sports E-Gift Card with \$1,000.00 pre-loaded onto the gift card. A Prize is non-transferable. Sponsor’s Gift Card Terms and Conditions will apply and are available for review at [jdsports.com/giftcards](https://jdsports.com/giftcards). Approximate retail value of a Prize is \$1,000.00. Approximate total retail value of all Prizes is \$10,000.00.

**Prize Awarding:** 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 will be emailed to an eligible Winner by Sponsor to the email address associated with that Winner’s STATUS account. 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 (as more particularly described in these Official Rules). 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 Entry 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 claiming the Prize; (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 or claim the Prize.

All trade names and trademarks are trademarks or registered trademarks of their respective owners. Use of trade names and trademarks of third parties by Sponsor does not imply Sponsor's any affiliation with or endorsement by them.

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. WINNERS LIST:** If you live in a state that requires Sponsor to disclose the list of Winners following the Promotion and you would like such a list, please send a self-addressed, stamped envelope within sixty days after the Winner selection to: JD Sports c/o Loyalty Program Manager, 3308 N. Mitthoeffer Road, Indianapolis, IN 46235 or via email to [loyalty@finishline.com](mailto:loyalty@finishline.com) with "10 x \$1000 JD Gift Card 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 [finishline.com](http://finishline.com) and [jdsports.com](http://jdsports.com).

**15. SPONSOR:**

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

**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.