

## CONTEST RULES

NO PURCHASE NECESSARY TO ENTER, PLAY OR CLAIM A PRIZE.

A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.

### 1. Eligibility:

This Contest is available only to those persons, [21] years of age or older (at the time of entry), who are legal residents of the United States or the District of Columbia. Employees of Pocket Outdoor Media. (the "**Sponsor**") and any company or entity providing any Prize to be awarded in connection with the Contest and any of their respective owners, parent companies, affiliates, directors, subsidiaries, franchisees, representatives, advertising, promotion and production agencies, agents (collectively "**Released Parties**") and their immediate family members of any of the above (meaning spouses, parents, siblings and children living in the same household) and/or those living in the same household (whether related or not) are not eligible to enter or win.

### 2. Timing:

Submissions will be accepted beginning **January 22, 2018 at 12 a.m. Pacific Time.**

The submission period will end on **February 5, 2018 at 11:59 p.m. Pacific Time.**

### 3. How to Enter:

All entrants must **submit their information online via the contest voting page on Triathlete.com. Participants will be asked to provide their and their nominee's name, contact information, location, as well as the nominee's birth year, three words that describe the nominee, their story about the nominee, and provide a minimum of one photo of the nominee.** Any form of entry other than as specified in these Rules is prohibited and will result in disqualification in the sole discretion of Sponsor.

All entry materials may be used in selection process for contest finalists. (Note that contact information will be used exclusively to reach out to contest participants with questions about their entries or to let them know they have been selected as a finalist/winner, and will not be made public or posted to Triathlete.)

**REQUIREMENTS OF ENTRIES:** Entries may not contain, as determined by the Sponsor, in its sole discretion, any content that:

- Is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- Promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- Is obscene or offensive; endorses any form of hate or hate group;
- Appears to duplicate any other submitted entries;
- Defames, misrepresents or contains disparaging remarks about Sponsor, its products or services, other people or companies;
- Contains copyrighted materials owned by others (including music or literature), without permission, to the extent permission is necessary;
- Contains materials embodying the names, likenesses, voices, or other indicia identifying any person (living or dead), such as license plate numbers, personal names, e-mail addresses or street addresses, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission, to the extent permission is necessary;
- Communicates messages or images inconsistent with the positive images and/or good will with which Sponsor wishes to associate; and/or
- Violates any law.

The entry must be the original work of the entrant, may not have been previously published, may not have won previous awards, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. If the entry contains any material or elements that are not owned by the entrant, and/or which are subject to the rights of third parties, the entrant is responsible for obtaining, prior to submission of the entry, any and all releases and consents necessary to permit the use and exhibition of the entry by Sponsor in the manner set forth in these Rules, including, without limitation, name and likeness permissions from any person (and, if minor, such minor's parent or legal guardian) who appears in or is identifiable in the entry. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any entrant at any time. Failure to provide such proof may, if requested, render the entry null and void. By making an entry, the entrant warrants and represents that he/she and any persons appearing or who are

identifiable in the entry consent to the submission and use of the entry in the Contest and to its use as otherwise set forth herein.]

#### 4. Guidelines and Restrictions:

Entry is limited to one (1) entry per person. If it is discovered that any person has attempted to: (a) obtain more than one (1) entry per person and/or (b) use (or attempt to use) multiple names, identities and/or more than one (1) email address to enter the Contest; then (at the sole and absolute discretion of the Sponsor) he/she may be disqualified from the Contest.

Each entrant represents and warrants that his/her entry conforms to these Rules and understands that Sponsor, in its sole discretion, may disqualify the entry for any reason, including if it determines, in its sole discretion, that the entry fails to conform to these Rules in any way or otherwise contains unacceptable content as determined by Sponsor, in its sole discretion.

All entries are subject to verification. The Sponsor reserves the right, in its sole discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification) to participate in this Contest. Failure to provide such proof to the satisfaction of the Sponsor in a timely manner may result in disqualification.

THE RELEASED PARTIES WILL BEAR NO LEGAL LIABILITY REGARDING THE USE OF YOUR ENTRY(S) (OR ANY COMPONENT THEREOF) BY, OR ON BEHALF OF, THE SPONSOR. THE RELEASED PARTIES SHALL BE HELD HARMLESS BY YOU IN THE EVENT IT IS SUBSEQUENTLY DISCOVERED THAT YOU HAVE DEPARTED FROM OR NOT FULLY COMPLIED WITH ANY OF THESE RULES.

#### 5. Prizes and odds of winning:

Prizes include professional hair and make up, trip to photo shoot, dinner and accommodations while on location and **apparel/shoes provided for use in photo shoot.**

The grand prize winner will be selected by **a vote on Triathlete.com, held February 7, 2018 starting at 12am Pacific Time through February 9, 2018 ending at 11:59pm Pacific Time,** based on **materials submitted through Triathlete.com.**

Odds of winning depend on the total number of eligible entries received. Prizes are subject to additional terms and conditions as set forth below.

#### 6. Prize Acceptance:

The winner will be notified by email and/or by phone and will be required to sign

and return an Affidavit of Eligibility and Release of Publicity and Liability within ten (10) business days of notification in order to claim his/her prize. In the event of noncompliance, if a winner cannot be reached at the email address or phone number on that winner's entry, or if a prize notification is returned as unclaimed or undeliverable, that prize will be forfeited and an alternate winner will be selected by the method described above. No substitution of any prizes will be offered. No prize transfer permitted. All taxes, fees, and surcharges on prizes are the sole responsibility of the prize winner. All expenses are the responsibility of the prize winner. The winner may be required to furnish proof of identification and other proof of eligibility under these Rules.

Acceptance of a prize will constitute permission to use winner's name, photo(s), hometown, likeness, statements or prize information for advertising and publicity purposes worldwide in connection with the Contest without limitation and without additional compensation, except where prohibited.

The Released Parties will not be responsible for any and all claims of any kind to or of any person or property (including, without limitation, death of any person), arising in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of a prize, participation in any Contest related activity, or participation in this Contest.

#### 7. General Conditions:

This Contest is governed by the laws of the State of California and all claims relating to the Contest must be resolved in the state or federal courts located in San Diego County, California. All federal, state, and local laws and regulations apply. Void where prohibited by law.

All entry materials become property of Sponsor. By entering, the entrant agrees to the use of his/her name, address, photograph, videotape, or any likeness for advertising or publicity purposes and to the use of statements made by or attributed to the entrant relating to Sponsor or to this promotion and releases any and all rights to said use without further compensation.

If it is discovered that an entrant has registered or attempted to register more than once using multiple e-mail addresses, telephone numbers or multiple identities, all of the entrant's entries will be declared null and void and any prize an entrant might have been entitled to will not be awarded.

Sponsor is not responsible for and shall not be liable for: (a) electronic, hardware or software program, network, Internet or computer malfunctions, failures, or difficulties of any kind, server malfunction, failed computer, network, telephone, satellite or cable hardware or software or lines, or technical failure, or jumbled, scrambled, delayed or misdirected transmissions, computer hardware or software

malfunctions or any human, mechanical or technical or electronic error which may occur in the collection and processing of entries and/or votes; (b) failed, incomplete, garbled or delayed computer transmissions; (c) lost, late, misdirected or incomplete entries, votes or personal information or mail; or (d) any condition caused by events that may cause the Contest to be disrupted or corrupted, regardless of the reason. In the event of sabotage, acts of God, terrorism or threats thereof, computer virus or other events or causes beyond the Sponsor's control, which corrupt the integrity, administration, security or proper operation of the Contest, Sponsor reserves the right, in its sole discretion, to modify, cancel or suspend the Contest. In the event of cancellation, Sponsor reserves the right to award the grand prize from among all eligible, non-suspect entries received prior to the event requiring such cancellation. In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Contest-related materials, the terms and conditions of these Rules shall prevail, govern and control. Please review Sponsor's privacy policy at <http://competitor.com/privacy-policy>. By participating in the Contest, entrants agree to all of the terms and conditions of this privacy policy of the Sponsor. By entering, entrants agree to be bound by these Rules, and by the decisions of Sponsor (and/or its designated representatives) with respect to all aspects of this Contest, which are final and binding on all entrants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of entrants, entries and/or votes.

8. Prize Winner's List:

For the name of the **Triathlete Cover Contest** winner, send a self-addressed, stamped envelope to: Pocket Outdoor Media, 6420 Sequence Drive, Floor 2, San Diego, CA 92121. All requests must be received by **May 2018**.

9. Sponsor:

Correspondence may be sent to the Sponsor c/o Pocket Outdoor Media, 6420 Sequence Drive, Floor 2, San Diego, CA 92121.

This Contest is in no way sponsored, endorsed or administrated by, or associated with, **Facebook®, OR ANY OTHER NAMED PRIZE BRAND**. Each Entrant understands that he/she is providing his/her information to the Sponsor and not to Facebook®. The information the entrant provides will only be used for the administration of this Contest and in accordance with the Sponsor's privacy policy. Facebook is completely released of all liability by each entrant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not Facebook. Facebook® is a registered trademark of Facebook, Inc. All rights reserved.