

Sombrio Custom Giveaway Official Rules

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR TO WIN. MANY WILL ENTER; FEW WILL WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

- 1. ELIGIBILITY:** The Sombrio Custom Giveaway (the “Sweepstakes”) is open to legal residents of the 50 United States and the District of Columbia or Canada (excluding Quebec) who are 18 years of age or older (or the age of majority in their respective jurisdiction of residence). Employees (their immediate families, including parents, spouses, children, siblings and grandparents, and household members, whether or not related) of Sponsor, Administrator, and their respective advertising or promotional agencies, those involved in the production, development, implementation or handling of the Sweepstakes, any agents acting for, or in behalf of the above entities, their respective parent companies, officers, directors, subsidiaries, affiliates, licensees, service providers, prize suppliers, any other person or entity associated with the Sweepstakes (collectively, “Sweepstakes Entities”), are NOT eligible. Void where restricted or prohibited, and subject to all federal, state, provincial and local laws.
- 2. SWEEPSTAKES PERIOD:** The Sweepstakes begins on February 15, 2018 at 12:00am PST and ends on February 22, 2018, at 11:59pm PST (the “Sweepstakes Period”).
- 3. HOW TO ENTER THE SWEEPSTAKES:** There is NO PURCHASE NECESSARY to participate. A purchase will not increase your chances of winning.

To enter the Sweepstakes:

(i) visit <https://www.pinkbike.com/news/sombrio-custom-kit-out-your-crew-giveaway.html> during the Sweepstakes Period and provide your first and complete last name and valid email address on the entry form provided.

To submit ten (10) additional entries:

(i) log into or create your Instagram account and follow @sombriocartel, and
(ii) post one (1) image of your original artwork placed on the jersey template (available for download at <https://www.sombriocartel.com/files/sombriochaosjerseydesigntemplatepdf>), including the hashtag #kitoutyourcrewcontest. In order for your entry to be valid, your Instagram profile must be public and thus viewable by Sponsor. If you do not have the Instagram App, you may download it through the application store on your mobile device. Your post must be consistent with Instagram's terms (<http://instagram.com/about/legal/terms/#>). Posting a photo on Instagram requires a mobile device and message and data rates may apply. Entries must be received before the end of the Sweepstakes Period to be eligible for the Sweepstakes drawing. You may submit up to ten (10) unique additional entries to increase your chances of being drawn as a potential winner, but you will only be eligible to win a single prize. Use of multiple

Instagram accounts and/or email addresses by the same individual to enter is prohibited. By posting your Entry, you agree that it conforms to the guidelines and content restrictions below and that Sponsor, in its sole discretion, may remove your Entry and disqualify you from the Sweepstakes if it believes your Entry fails to conform.

Participants are required to provide truthful information and Sponsor will reject and delete any entry that it discovers to be false or fraudulent. Sponsor will disqualify any entry from individuals who do not meet the eligibility requirements, and may also delete any entry received from persons under the age of thirteen (13) in compliance with the Children's Online Privacy Protection Act.

Guidelines:

- The Entry must be in a format acceptable to the applicable social media channel;
- The Entry must contain the promotional hashtags; and
- The Entry caption must be in English.

Permissions: Entrant must have permission from any recognizable individuals who appear in the Entry to use their names and likenesses in the Entry and to grant the rights set forth herein. Minors may not be included in an Entry with a photo or video. If requested, entrant must be able to provide such permissions or proof in a form acceptable to Sponsor.

Content Restrictions:

- The Entry must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- The Entry must not contain content created by a third party, such as images or artwork;
- The Entry must not contain brand names or trademarks other than those owned by Sponsor, which entrant has a limited license to use in his/her Entry in this Sweepstakes;
- The Entry must not disparage Sponsor or any other person or party;
- The Entry must not contain material that is inappropriate, offensive, indecent, obscene, tortious, defamatory, slanderous or libelous;
- The Entry must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age; and
- The Entry must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any state where Entry is created.

- 4. SPONSOR'S USE OF ENTRIES:** Posting, or commenting on an Entry constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such entries in whole or in part, on a worldwide basis, and to incorporate it into other works, in

any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Entry.

- 5. SWEEPSTAKES RANDOM DRAWING NOTIFICATION:** After the conclusion of the Sweepstakes Period, Sponsor will randomly select **one (1) winner** from among all eligible entries received during the Sweepstakes Period. For the avoidance of doubt, the content of an entrant's Entry will not be taken into account as part of the drawing so long as such content is in compliance with these Official Rules, including the Guidelines, Permissions, and Content Restrictions in Section 3 above. Random drawings will be conducted by Sponsor, whose decisions are final on all matters related to the Sweepstakes. Potential winners will be notified on Instagram via direct message and given instructions on how to contact Sponsor through email to claim their prize (subject to skill-testing question if applicable). Each potential winner (or potential winner's parent/legal guardian if the potential winner is a minor in his/her state of residence) must reply to the winner notification from Sponsor and include his/her mailing address and/or email address (or the mailing and/or email address of the potential winner's parent/legal guardian if the potential winner is a minor) within forty-eight (48) hours. If the potential winner is not reachable at the address and/or email address provided and a forwarding address and/or email address is not made available, or if prize notification is returned as undeliverable, then the prize will be forfeited and an alternate potential winner may be selected at Sponsor's sole discretion. The odds of winning depend on the total number of eligible entries received during the Sweepstakes Period.
- 6. SWEEPSTAKES PRIZES:** Winner will receive six (6) Sombrio Men's Chaos or Women's Alder Jersey printed in either, at winner's option, a design selected from a set of options provided by Sponsor or a design created by the winner (Approximate Retail Value ("ARV") \$439.50 USD), six (6) pairs of Sombrio Men's Badass Shorts or Sombrio Women's Rebel Shorts (ARV \$600 USD) and six (6) pairs Sombrio Men's Prodigy Gor Sombrio Women's Lily Gloves (ARV \$180, ARV of entire prize, \$1,219.50 USD). Winner's created design for the prize must comply with the Content Restrictions in Section 3 above. No cash in lieu of any prize or prize component will be awarded except at Sponsor's sole discretion. No substitution or transfer of prize or any prize component permitted except at the sole discretion of Sponsor, who reserves the right to substitute a prize, or any component thereof, of equivalent value. All applicable federal, state and local taxes are the sole responsibility of each respective winner. Sweepstakes Entities are not responsible for lost or stolen prize packs, nor for unavailability due to circumstances beyond their control of any component of a prize.
- 7. GENERAL RULES:** In the event of a dispute regarding the identity of the person submitting an entry, the entry will be deemed submitted by the person in whose name the identified Instagram account was registered. If a potential prize winner is a minor in his/her state of residence, the prize will be awarded to the potential winner's parent/legal guardian. Sponsor will send the potential winners an affidavit of eligibility and Liability and Publicity Release ("prize winner documents") within three (3) days of notification

before a prize is awarded. If a potential winner fails to return the completed prize winner documents within three (3) days, fails to correctly answer the skill-testing question if a Canadian, or if the potential winner is ineligible, the prize will be forfeited, and an alternate winner may be selected, at Sponsor's sole discretion, from all eligible entries received. By participating in this Sweepstakes, you agree to be bound by these Official Rules and the decisions of Sponsor (whose decisions are final and binding in all respects), to waive any rights to claim ambiguity with the Official Rules, and that Sweepstakes Entities shall have no responsibility or liability (including, but not limited to, liability for any property loss, damage, personal injury or death) in connection with: participation in this Sweepstakes, or the acceptance, redemption, or use of any prize or related activities; human error; incorrect or inaccurate transcription of entry information; acceptance/possession, use/misuse and/or defects of the prizes awarded herein; any technical malfunctions of the telephone network, computer online system, computer dating mechanism, computer equipment, software, internet service provider used in entering or operating the Sweepstakes; interruption or inability to access the Sweepstakes due to hardware or software compatibility problems; any damage to entrants (or any third person's) computer and/or its contents related to or resulting from any part of this Sweepstakes; any lost/delayed data transmissions, omissions, interruptions, defects and/or any other error or malfunctions, even if caused by the negligence of one of the Sweepstakes Entities. You further agree to indemnify and hold harmless the Sweepstakes Entities from any and all liability resulting or arising from your participation the Sweepstakes, to release all rights to bring any claim, action or proceeding against the Sweepstakes Entities, and hereby acknowledge that said Sweepstakes Entities have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to any prize, including express warranties provided exclusively by a prize supplier that are sent along with a prize.

8. **DISCLAIMERS:** Sponsor reserves the right in its sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process or the operation of the Sweepstakes; violates the Official Rules; or acts in an un-sportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes if it is not capable of running as planned, including, but not limited to, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other problems beyond the control of Sponsor and award prizes from among all eligible entries received prior to cancellation.
9. **DATA PROTECTION/PRIVACY:** Information collected by Sponsor in connection with the Sweepstakes is subject to Sponsor's privacy statement located at <https://www.sombriocartel.com/en-US/faq#faq-section-22> and applicable data protection laws. By entering the Sweepstakes, you agree to the collection, processing and storage of your personal data by Sponsor for purposes of the Sweepstakes. Acceptance of the prize constitutes permission to Sponsor to use the winner's name and likenesses for promotional purposes without further compensation except where prohibited by law. Except as otherwise provided on the entry page with respect to Sombrio and/or Pink Bike opt-in and herein for the use of certain winner information, personal information collected by Sponsor from each entrant will only be used for the purpose of the

Sweepstakes. If you opt in to receive email updates from Sombrio or Pink Bike when you enter the Sweepstakes, Sombrio and/or Pink Bike will send you emails, and your data will be subject to their respective privacy practices.

10. RULES & WINNER'S ANNOUNCEMENT: The names of winners and/or Rules will be posted on <https://www.pinkbike.com/news/sombrio-custom-kit-out-your-crew-giveaway.html> . The winner list will be posted after winner confirmation is complete.

11. SPONSOR & ADMINISTRATOR: The Sponsor of the Sweepstakes is Cycling Sports Group, Inc., 1 Cannondale Way, Wilton, CT 06897. The Administrator of this Sweepstakes is Fireroad Holdings Inc. dba Pinkbike. This Sweepstakes is not sponsored, endorsed or administered by, nor associated with Instagram, LLC. You understand that you are providing your information to Sponsor, not Instagram, and that by entering the Sweepstakes, you release Instagram, LLC from any claim regarding the Sweepstakes.