

**'A-LIST STATUS JD TIMES SQUARE MUST-HAVE RETROS' SWEEPSTAKES
OFFICIAL RULES**

NOTICE OF SPONSOR'S CHANGE TO PROMOTION (as of October 2, 2020):

Sponsor has revised the following sections in these Official Rules: *Section 1 – Promotion Theme; Section 2 – Promotion Period; Section 3 – Eligibility; and Section 6 – Prizes, Prize Drawing and Odds of Winning*. In sum, being a “Select A-Lister” was added to the Entrant eligibility criteria and revisions were made accordingly. These revisions were made prior to the start of the Promotion Period. If you have any questions about these changes, please contact Sponsor at loyalty@finishline.com.

NOTICE OF SPONSOR'S CHANGE TO PROMOTION (as of October 5, 2020):

Sponsor has revised the following sections in these Official Rules: *Section 6 – Prizes, Prize Drawing and Odds of Winning*. In sum, an additional Release Product was added for Release Date October 10, 2020 and revisions were made accordingly. These revisions were made prior to the start of the Promotion Period. If you have any questions about these changes, please contact Sponsor at loyalty@finishline.com.

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 the 'A-List STATUS JD Times Square Must-Have Retros' Sweepstakes (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 and jdsports.com, apply.

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 OFFICIAL RULES. PROMOTION AND PROMOTION PERIOD ARE SUBJECT TO CHANGE.

1. PROMOTION THEME:

JD is offering **select** A-List STATUS members the opportunity to have a pair of Air Jordan Retros reserved for their purchase 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. Winning the Promotion does not guarantee that a Winner will receive a pair of such footwear; footwear will be reserved for Winner to purchase at the JD TSQ Store on the applicable Release Date, but if Winner does not make such a purchase, then Winner forfeits any right to such footwear.

2. PROMOTION PERIOD:

The Promotion covers multiple footwear releases (each a “**Product Release**”), taking place in 2020 on the following dates: October 9, October 10, October 11 and October 12 (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**”) (Release Product styles, however, available for reservation through this Promotion are

as listed in the STATUS Rewards Catalog **published for Select A-Listers** and these Official Rules). The Promotion Period starts October 5, 2020 at 10:00:00 am EST and ends on October 6, 2020 at 11:59:59 pm EST. Sponsor's computer is the official clock for the Promotion. Any Entry received before or after the Promotion Period will be void with respect to the relative Release Date (except as otherwise provided in these Official Rules).

3. ELIGIBILITY:

To be eligible to enter or win, you must be a legal resident of the United States, at least 13 years or older at the time of entry and be a **select A-List STATUS member ("Select A-Lister")** at the time of entry ("**Entrant**"). **A Select A-Lister is an A-List STATUS member that Sponsor has designated as eligible to participate in this Promotion (based on commercially reasonable factors, including without limitation considerations relating to COVID-19). Select A-Listers will be able to enter this Promotion via the STATUS Rewards Catalog during the Promotion Period; in other words, A-List STATUS members who are not Select A-Listers will not be able to enter this Promotion via the STATUS Rewards Catalog during the Promotion Period.** The Promotion is void in Rhode Island, U.S. Territories, outside of the U.S. 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:

Any "**Entry**", as described below, not in compliance with these Official Rules will be disqualified. Any Entry that is submitted without following the entry requirements will not be considered for the Prize.

Points Redemption Entry: Entrants can log in to their STATUS account and visit the Rewards Catalog. Follow the applicable instructions to redeem 100 Points for one (1) entry for a specific Release Product listed in the Rewards Catalog (specific to the product, style and size). Once Points are redeemed for an Entry, the Points will automatically be deducted from the Entrant's account.

Email Entry: Entrants may also enter the Promotion (without redeeming Points) by emailing the following information to loyalty@finishline.com: your name, complete mailing address, email address, phone number, STATUS account number and Release Product (specifying the exact product name, style and shoe size, as identified in the Rewards Catalog), with the email subject line of "A-List STATUS JD Times Square Must-Have Retros Sweepstakes". One (1) email constitutes one (1) Entry. Email entries must be time-stamped by 11:59:59 pm EST on the last day of the Promotion Period to be entered into the Promotion. Incomplete or non-legible email entries will not be accepted. Receipt of email Entries will not be acknowledged.

Limits: There is no limit on the number of Entries an Entrant may submit. 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.

Mobile Devices Used for Entry: If Entrant opts to participate in this 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 AccountHolder.

Entrant Data and Privacy: Submission of the Entry, including any prize notification documents ("**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. 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: For the entire Promotion, there will be a **maximum** of **538** winners randomly selected by Sponsor (each individual a **“Winner”** and collectively the **“Winners”**).

The **maximum** number of Winners for the Promotion Period is as follows:

Release Date	Maximum No. of Winners
10/9/2020	278
10/10/2020	82
10/11/2020	105
10/12/2020	73

The **maximum** number of Winners by Release Product style and size (as identified below and in the STATUS Rewards Catalog **published for Select A-Listers**) is as follows:

Release Date	Maximum No. of Winners	Maximum No. of Winners per Style and Size
10/9/2020	132	Air Jordan 11 Retro (Black/Varsity Red-White) <ul style="list-style-type: none"> ● Men’s size 8 - 12 ● Men’s size 8.5 - 10 ● Men’s size 9 - 15 ● Men’s size 9.5 - 10 ● Men’s size 10 - 10 ● Men’s size 10.5 - 15 ● Men’s size 11 - 15 ● Men’s size 11.5 - 15 ● Men’s size 12 - 15 ● Men’s size 13 - 15

Release Date	Maximum No. of Winners	Maximum No. of Winners per Style and Size
10/9/2020	20	Air Jordan 13 Retro (<i>White/Lucky Green-Black</i>) <ul style="list-style-type: none"> • Men's size 10.5 - 5 • Men's size 11.5 - 5 • Men's size 12 - 10
10/9/2020	46	Air Jordan 3 Retro SE (<i>Varsity Red/Varsity Red-Cement Grey</i>) <ul style="list-style-type: none"> • Men's size 9 - 5 • Men's size 10 - 10 • Men's size 10.5 - 7 • Men's size 11 - 10 • Men's size 11.5 - 4 • Men's size 12 - 10
10/9/2020	69	Air Jordan 3 Retro SE (<i>White/Fire Red-Black</i>) <ul style="list-style-type: none"> • Men's size 8.5 - 5 • Men's size 9 - 5 • Men's size 9.5 - 5 • Men's size 10 - 5 • Men's size 10.5 - 10 • Men's size 11 - 10 • Men's size 11.5 - 10 • Men's size 12 - 9 • Men's size 13 - 10
10/9/2020	7	Air Jordan 11 Retro Low (<i>White/Black-Concord</i>) <ul style="list-style-type: none"> • Women's size 10.5 - 1 • Women's size 11 - 3 • Women's size 11.5 - 3
10/9/2020	4	Air Jordan 3 Retro Low (<i>White/Black-Laser Orange-Cement Grey</i>) <ul style="list-style-type: none"> • Women's size 9 - 1 • Women's size 9.5 - 3
10/10/2020	58	Air Jordan Retro 11 (<i>White/Black-Concord</i>) <ul style="list-style-type: none"> • Men's size 8.5 - 7 • Men's size 9 - 7 • Men's size 9.5 - 7 • Men's size 10 - 7 • Men's size 10.5 - 7 • Men's size 11 - 7 • Men's size 11.5 - 7 • Men's size 12 - 6 • Men's size 13 - 3
10/10/2020	24	Air Jordan 4 Retro (<i>Paris Saint-Germain; White/Neutral Grey-Black-Bordeaux</i>) <ul style="list-style-type: none"> • Men's size 8 - 2 • Men's size 8.5 - 2 • Men's size 9 - 2 • Men's size 9.5 - 3 • Men's size 10 - 3 • Men's size 10.5 - 3 • Men's size 11 - 3 • Men's size 11.5 - 2 • Men's size 12 - 2 • Men's size 13 - 2

Release Date	Maximum No. of Winners	Maximum No. of Winners per Style and Size
10/11/2020	105	Air Jordan Retro SE (<i>Black/Metallic Gold-Black</i>) <ul style="list-style-type: none"> ● Men's size 8 - 10 ● Men's size 8.5 - 10 ● Men's size 9 - 10 ● Men's size 9.5 - 10 ● Men's size 10 - 15 ● Men's size 10.5 - 10 ● Men's size 11 - 10 ● Men's size 11.5 - 10 ● Men's size 12 - 10 ● Men's size 13 - 10
10/12/2020	73	Air Jordan 13 Retro (<i>Navy/University Blue-Flint Grey-White</i>) <ul style="list-style-type: none"> ● Men's size 8.5 - 5 ● Men's size 9 - 5 ● Men's size 9.5 - 5 ● Men's size 10 - 8 ● Men's size 10.5 - 10 ● Men's size 11 - 10 ● Men's size 11.5 - 10 ● Men's size 12 - 10 ● Men's size 13 - 10

Prize award is subject to verification of eligibility and these Official Rules. Odds of winning depend on the number of total eligible Entries received during the Promotion Period for a Release Product per style and size. **Entrants who are not selected as a Winner and submitted an Entry by redeeming Points will NOT have those redeemed Points credited back to his/her/their respective STATUS accounts.**

Winner Selection and Conditions: The Winners will be selected by Sponsor on October 7, 2020. Winner will be notified by phone or via email by October 8, 2020. A representative of Sponsor will make at least one (1) attempt to notify the Winner. 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). Winner will then be required to sign and return the Declaration and/or form W-9 within the time period 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.

Prize Details: Total of (1) Prize per Winner (for clarity, one Entrant cannot be a Winner for multiple Release Dates). The "**Prize**" is special access for the opportunity to purchase the subject Release Product (that is, the Release Product covered by the winning Entry) at the JD TSQ Store on the Release Date, which will be reserved for Winner's purchase at the JD TSQ Store. **To receive a pair of the subject Release Product, a Winner must purchase such footwear at the JD TSQ Store during the Early Purchase Window (as defined below).** If Winner opts not to or is unable to purchase the Release Product, Winner will not be credited any Points redeemed in order to enter the Promotion. Approximate retail value of Prize: \$0.00. A Prize is non-transferable.

Prize Awarding: On the Invitation Date, a representative of Sponsor will make at least one (1) attempt to contact a Winner by phone or by email to notify him/her/they of the Promotion results relative to the subject Release Product and Release Date. If no such contact is made, Sponsor reserves the right to select an

alternative Winner. If such contact is made, the Sponsor's representative will provide the Winner the window of time on the Release Date that the Winner should be at the JD TSQ Store for an opportunity to make a purchase of the subject 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). A Winner 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 Winner who does not purchase the subject Release Product within the Early Purchase Window in accordance with these requirements or otherwise will forfeit the opportunity to buy the subject Release Product within the Early Purchase Window. 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.

During the Early Purchase Window, a Winner will have an opportunity to purchase a subject Release Product at the JD TSQ Store, in accordance with Sponsor's directions. **SPONSOR DOES NOT GUARANTEE THAT A WINNER WILL RECEIVE A RELEASE PRODUCT; WINNER ONLY RECEIVES A SUBJECT RELEASE PRODUCT UPON WINNER'S PURCHASE OF SUCH**

RELEASE PRODUCT. No make good shall be provided to a Winner by Sponsor in the event a Winner opts to not purchase or is unable to purchase the subject 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 winning Entry and STATUS account) 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 subject Release Product, a Winner 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.

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 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.

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. ASSUMPTION OF RISK:

EACH ENTRANT HEREBY ACKNOWLEDGES AND AGREES THAT AS A WINNER, 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 A PRIZE, AN ENTRANT, AS A WINNER, KNOWINGLY AND FREELY ASSUMES ALL SUCH RISKS.

14. WINNER'S 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 Finish Line, c/o Loyalty Program Manager, 1881 9th St., Suite 120, Boulder, CO 80302 or via email to loyalty@finishline.com with A-List STATUS JD Times Square Retros Sweepstakes Winner List as the letter title or email subject.

15. 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 and jdsports.com.

16. SPONSOR:

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

The Promotion is not sponsored or administered by Nike.

17. 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.