

## **National Running Day OrthoLite Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. Eligibility:** OrthoLite National Running Day Sweepstakes (the "Sweepstakes") is only open to legal residents of the forty-eight (48) contiguous United States and the District of Columbia who are at least eighteen (18) years old at the time of entry (each, an "Entrant" or "you"). Employees and their immediate families (parent, child, spouse or sibling and their respective spouses, regardless of where they reside), and those living in their same households, whether or not related, of OrthoLite, participating vendors, Cone Communications., and their respective parents, affiliates, subsidiaries, retail locations, advertising and promotion agencies along with the officers, directors, owners, members, agents and employees of each of them, and companies involved in the implementation and execution of the Sweepstakes (and their respective parents), including persons living in the same household of each of these individuals, whether or not related, are not eligible to enter or win. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void in Alaska, Hawaii, the US territories, and where prohibited. Participation constitutes Entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**2. Sponsor:** OrthoLite, 02Partners LLC/OrthoLite 417 West Street Suite 105 Amherst, MA 01002.  
**Administrator:** Cone Communications, 855 Boylston Street Boston, MA 02116.

**3. Timing:** The Sweepstakes begins on June 1, 2016 at 12:00 a.m. Eastern Time ("ET"), ends on June 1, 2016 at 11:59 p.m. ET (the "Promotion Period"), and consists of one winner. Sponsor's computer is the official time-keeping device for the Sweepstakes.

#### **4. How to Enter:**

- a. Enter on Instagram:** On Wednesday June first, you must post a photo from a run and tag @OrthoLiteFoam with #ComfyFeetSweepstakes to receive one (1) entry into the sweepstakes. Qualified photos may not be indecent, obscene, hateful, tortious, defamatory, or libelous or contain material that violates or infringes another's rights, or disparage Sponsor, participating vendor, or any other person or party or contain material that is unlawful in any way. Sponsor reserves the right to disqualify any comment that it finds unlawful, or in violation of these Official Rules, all in its sole discretion. Posting a comment 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 submissions 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 comment. Released Parties (as defined in Section 7, below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected comments, all of which will be void.

**5. Drawings:** Cone Communications is the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential winners from all eligible entries received during the applicable entry period, on June 2nd. If a potential winner of any prize cannot be contacted or provide any other requested information, within the required time period, or the prize is returned as undeliverable, the potential winner forfeits the prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner is disqualified for any reason, Sponsor will award the

applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded.

**6. Prizes:** ONE (1): \$150 American Express gift card and a pair of OrthoLite insoles. Approximate Retail Value ("ARV"): \$175. Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Where a prize is awarded in the form of a gift card, voucher or letter (any, a "Voucher"), the Sponsor or Administrator will not be liable for any Voucher that has been lost, stolen, forged, damaged or tampered with in any way. Redemption of the Voucher is subject to the terms and conditions specified on the Voucher (or provided with the Voucher) by the company issuing the Voucher. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a prize depend on the number of eligible entries received during the applicable entry period. Prizes will be fulfilled approximately 4-5 weeks after the conclusion of the Sweepstakes. Once awarded, Sponsor and Administrator shall have no further obligations to any winner with respect to any prize. Limit: One (1) prize per person. Total ARV for all prizes available to be awarded during this Sweepstakes is \$175.

**7. Release:** By participation in this Sweepstakes and receipt of any prize, winners agree to release and hold harmless Sponsor, Administrator, Instagram, Inc., and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.

**8. Publicity:** Except where prohibited, participation in the Sweepstakes constitutes each winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

**9. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**10. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an Entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant's sole remedy is another entry in the Sweepstakes, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the

right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

**11. Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the District of Massachusetts or the appropriate Massachusetts State Court located in Boston, District Massachusetts; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Massachusetts without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

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