CONSUMER DISCLOSURE

- 1. No winners will be selected prior to April 18, 2024. On or following that date, the winners of this promotion (the "**Promotion**") shall be chosen strictly in the manner provided in the Rules, Terms, & Conditions below.
- 2. NO PURCHASE, PAYMENT, OR DONATION IS NECESSARY TO ENTER OR WIN A PRIZE IN THE PROMOTION. PURCHASE, PAYMENT, OR DONATION WILL NOT INCREASE OR IN ANY WAY IMPACT A PARTICIPANT'S ODDS OF WINNING.
- 3. The estimated retail value of each prize in the Promotion is specified in Section 5 of the Rules, Terms, & Conditions below.
- 4. The odds of winning depend on the total number of entries received, as explained more thoroughly in the Rules, Terms, & Conditions provided below.
- 5. The Promotion is sponsored by SCHEELS All Sports, Inc., 1715 Gold Drive South, Fargo, ND 58103.
- 6. Receipt of a prize is restricted solely by the eligibility and participation requirements explained in the Rules, Terms, & Conditions below. No additional restrictions apply, except as provided for by applicable law. VOID WHERE PROHIBITED.
- 7. The Promotion has an entry deadline for a chance to win, as explained more thoroughly in Sections 8 and 9 of the Rules, Terms, & Conditions below.

Rules, terms, & conditions

- 1. <u>No Purchase Necessary.</u> NO PURCHASE, PAYMENT, OR DONATION IS NECESSARY TO ENTER OR WIN A PRIZE IN THIS PROMOTION. PURCHASE, PAYMENT, OR DONATION WILL NOT INCREASE OR IN ANY WAY IMPACT A PARTICIPANT'S ODDS OF WINNING.
- 2. **Sponsor.** This promotion (the "Promotion") is sponsored by SCHEELS All Sports, Inc., 1715 Gold Drive South, Fargo, ND 58103.
- 3. <u>Eligibility.</u> Each participant certifies he/she is 18+ years old, and a legal resident of the United States. SCHEELS employees and their immediate families are not eligible to participate or win any Prizes. The term "immediate family" includes spouses, siblings, parents, children, grandparents, and grandchildren, whether as "in-laws," or by current or past marriage(s), remarriage(s), adoption, co-habitation or other family extension, and any other persons residing at the same household whether or not related.
- 4. **Rules, Terms, & Conditions.** By participating, each entrant agrees to be bound by all rules, terms, and conditions of the Promotion, and understands the results are final in all respects.
- 5. <u>Prizes.</u> The following Prizes will be awarded. Prizes are not transferable or redeemable for cash. No Prize may be wagered, exchanged, or otherwise used to accumulate additional prizes. If a winner cannot be contacted, does not claim the prize, or is disqualified, SCHEELS shall determine an alternate winner

from the remaining eligible entries. In SCHEELS' sole discretion, any listed Prize may be substituted for a prize of comparable value.

One (1) SCHEELS Gift Card. Retail value: \$500.00.

- 6. **Odds of Winning**. The odds of winning will depend on the number of entries received.
- 7. **Number of Winners**. One (1) winner.
- 8. **How to Enter.** Any eligible individual wishing to participate may do so by visiting the entry site https://www.scheels.com/enterstrava after completing the SCHEELS Run With Us 10K Strava Challenge and submitting email, first name, last name, home mailing address, and phone number between 3/23/24 and 4/17/24. Up to twelve (12) bonus entries may be earned through the following entry points: One (1) bonus entry may be earned by using Facebook to "LIKE" SCHEELS' Facebook Page @scheels, and one (1) bonus entry may be earned by using Instagram to "FOLLOW" SCHEELS' Instagram Account @scheelssports. Ten (10) bonus entries may be earned by opting into texts from SCHEELS. Entry does not require purchase, payment, or donation. Eligible participants may only enter the Promotion once. Duplicate entries will be disregarded, and the duplicating participant may be disqualified at SCHEELS' sole discretion. SCHEELS additionally reserves complete discretion to void any entries which are lewd, harassing, spam, or otherwise do not conform to these Rules, Terms, & Conditions. Participants may be encouraged to share information about the Promotion with their friends and followers via social media, but such action is not required to enter.
- 9. **Promotion Dates and Selection of the Winners.** The winner(s) will be chosen by random drawing from all eligible entries received between March 23, 2024 and April 17, 2024. The winner(s) will be notified by e-mail, phone, or regular mail in SCHEELS' discretion, from the information provided on the entry form(s). The winner(s) shall be selected, and the applicable Prize(s) provided, within 30 days after the close of entry to the Promotion.
- 10. <u>Publicity.</u> By participating, where allowed by law, all participants and winner(s) grant SCHEELS the exclusive permission to use their names, characters, photographs, voices, and likenesses in connection with publicizing this and other promotions, and waive any claims to royalty, right, or remuneration for such use. SCHEELS will not share any personal information obtained through any participant's entry with third-parties for any purpose, other than through advertising, publicity, or related uses as contemplated by this Section.
- 11. <u>Indemnification and Release of SCHEELS.</u> By participating in the Promotion, all participants, including the winner(s), waive any and all claims of liability against SCHEELS, its principals, employees, and agents (collectively "SCHEELS"), for any personal injury or loss which may occur from the conduct of, or participation in, the Promotion, or from the use of any Prize. Each participant further agrees to indemnify, defend, and save SCHEELS harmless from and against any and all injury, loss, claims, actions, damages, liability, costs and expense, including reasonable attorney's fees, resulting from loss of life, personal or bodily injury, damage to property, or other incident arising from or out of any occurrence related to the participant's participation in the Promotion, or the use of any Prize. This agreement to waive liability and indemnify SCHEELS shall not apply to intentional, willful, or wanton acts on behalf of SCHEELS, but shall apply to all other manner of liability, including negligence.
- 12. <u>Costs and Expenses.</u> SCHEELS will mail or cause to be made available the Prizes to the selected winner(s) at no charge to the winner. The winner(s) shall be solely responsible for all taxes on the value of the Prizes awarded, and any costs not otherwise specified in these Rules, Terms, & Conditions.
- 13. <u>Conduct and Decisions.</u> Persons who violate any rule, gain unfair advantage in participating in the Promotion, or obtain winner status using fraudulent means will be disqualified. Unsportsmanlike,

disruptive, annoying, harassing, or threatening behavior is prohibited. SCHEELS will interpret these rules and resolve any disputes, conflicting claims, or ambiguities concerning the rules or the Promotion, and SCHEELS' decisions concerning such disputes shall be final. If the conduct or outcome of the Promotion is affected by human error, any mechanical malfunctions or failures of any kind, intentional interference or any event beyond the control of the SCHEELS, SCHEELS reserves the right to terminate this Promotion, or make such other decisions regarding the outcome as SCHEELS deems appropriate. All decisions will be made by SCHEELS and are final. ANY ATTEMPT BY A CONTESTANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY CIRCUMVENT, DISRUPT, OR DAMAGE ORDINARY AND NORMAL OPERATION OF THIS CONTEST, TELEPHONE SYSTEMS, OR WEBSITES, OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS STRICTLY PROHIBITED. SHOULD SUCH AN ATTEMPT BE MADE, SCHEELS RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

- 14. Applicable Law and Severability. The Promotion is subject to all applicable federal, state, and local laws and regulations, and any offers, terms, rules, or conditions associated with the Promotion are VOID WHERE PROHIBITED. Any provision in these Terms & Conditions which violates or is otherwise contrary to applicable law shall be considered to be without force, and the remainder of these Terms & Conditions shall be enforced to the extent legally possible as if the non-conforming provision were never included.
- 15. <u>Choice of Forum.</u> Any action stemming in any way from the conduct of the Promotion, or these Rules, Terms, & Conditions, shall be filed in the state or federal courts encompassing Cass County, North Dakota. Promotion entrants waive any claim of forum non conveniens or lack of personal jurisdiction they may have.
- 16. <u>Miscellaneous.</u> The winner(s) must submit proof of eligibility in order to be eligible to collect a Prize. For a copy of the rules, or where required by law, a list of winners, mail a written request with a stamped, self-addressed return envelope to the address, listed below. All entries become the property of SCHEELS and will not be returned.

Scheels Marketing Office Attention: Events 1715 Gold Drive South Fargo, ND 58103

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