

## OFFICIAL RULES FOR PROMOTION

*Promoted by Tough Mudder Incorporated for itself and on behalf of its affiliates (collectively, the "TM")*

*Sponsored by Ras Al Khaimah Tourism and Development Authority (the "Sponsor")*

PROMOTION IS VOID WHERE PROHIBITED. ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS APPLY. PROMOTION DOES NOT REQUIRE A PURCHASE OR PAYMENT TO ENTER OR WIN AND A PURCHASE OR PAYMENT WILL NOT INCREASE THE CHANCES OF WINNING.

By entering each daily promotion (each, a "**Promotion**"), you (the "**Entrant**") accept and agree to these official rules ("**Official Rules**") including all eligibility requirements, and decisions arising out of this Promotion by TM.

### PROMOTION PERIOD

The Promotion begins on January 8, 2019 at 10 a.m. Eastern Standard Time ("**EST**") and ends on January 25, 2019 at 12 p.m. EST (the "**Promotion Period**"). TM may terminate, extend, or suspend the Promotion in its sole discretion.

### HOW TO ENTER

To enter the Promotion, Entrant must fill out the entry form located at [toughmudder.com/000](http://toughmudder.com/000) during the Promotion Period.

### ELIGIBILITY

THE PROMOTION IS INTENDED FOR ENTRY IN THE FIFTY UNITED STATES AND THE DISTRICT OF COLUMBIA ONLY (INCLUDING UNITED STATES MILITARY PERSONNEL OR CONTRACTORS ENTERING FROM WITHIN A U.S. MILITARY INSTALLATION). Void in Puerto Rico, the U.S. Virgin Islands, all other U.S. territories and possessions, and where prohibited by law. Entrants must be at least eighteen (18) years of age at time of entry. The following are ineligible to enter the Promotion: Any individuals (including but not limited to employees, consultants, independent contractors, and interns) who have, within the past six (6) months, performed services for TM, Sponsor, any organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Promotion or supplying the Prize, and their respective parent, subsidiary, affiliated and successor companies, and immediate family and household members of any such individuals. "**Immediate family members**" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses. "**Household members**" shall mean people who share the same residence at least three months a year.

### WINNER SELECTION

The winner will be chosen in a random drawing conducted by TM from among all eligible entries received for the Promotion (the "**Winner**"). Odds of winning the Promotion will depend on the number of eligible entries received for such Promotion.

### PRIZE

The Winner will receive the following prize package (collectively, the "**Prize**") with an approximate retail value ("**ARV**") of \$3,010.

- Two (2) tickets to one (1) Tough Mudder event held in Ras Al Khaimah on March 1, 2019 (ARV: \$200).
- \$1,500 gift card towards round trip flights to Ras Al Khaimah (ARV: \$1500).
- Hotel stay for two (2) for three (3) nights in Ras Al Khaimah (ARV: \$600)
- Two (2) passes for the "World's Longest Zip Line" in Ras Al Khaimah (ARV: \$290)
- Two (2) day passes for Ras Al Khaimah Via Ferata Climbing Center (ARV: \$220)
- \$200 towards miscellaneous related travel expenses (\$200)

### ENTRIES

Entry into the Promotion is limited to one (1) entry per Entrant. Any entry received in excess of such limitation will be deemed void. Any attempt by a person to use multiple email accounts to enter in excess of such limitation during the Promotion will be void. All entries must be received within the time period stated above to be eligible to win the Prize. Late and/or subsequent entries will be disqualified. All entries become the property of TM. Neither TM, the Sponsor, any organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Promotion and their respective affiliates, employees, officers, directors and/or members of each assume any responsibility for late, lost, illegible, misdirected or undelivered entries. Entries will not be returned. TM reserve the right to edit and/or alter any submission and use it for any Promotion purpose, but have no obligation to use entries in any manner.

For purposes of these Official Rules, "receipt" of an entry only occurs when the TM's servers record an Entrant's registration information and entry during the Promotion Period, and the TM and its affiliates shall have no liability whatsoever for any attempted entry which is not received as set forth herein. Screen shots, printouts or other purported "proof" or "evidence" of entry or winning, in lieu of TM's validation process, shall not be binding. Proof of sending (such as an automated receipt, screen shots, etc.) does not constitute proof of actual receipt of an entry for purposes of these Official Rules.

### PRIZE DETAILS

PLEASE NOTE THAT EVEN IF ENTRANT IS LISTED AS A POTENTIAL WINNER AT THE CLOSE OF THIS PROMOTION, ENTRANT HAS NOT YET WON THE PRIZE. EACH POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY TM, AND MUST MEET ALL ELIGIBILITY REQUIREMENTS AND THE TERMS OF THESE OFFICIAL RULES BEFORE AN ENTRANT WILL BE CONFIRMED AS A WINNER AND THE PRIZE WILL BE AWARDED.

No substitutions, cash equivalents, or transfer of the Prize is permitted except at the sole discretion of TM who reserves the right to substitute the Prize (or portion thereof) with one of equal or greater value. The Prize includes only what is specified in the Prize description. TM makes no representation or warranty that the Prize can be sold, bartered, or traded for or at stated values. Values are subject to market conditions, which can fluctuate. The Prize will be provided at a date, time and location determined in the sole discretion of TM. The Prize is awarded subject to applicable legal restrictions, if any, and "AS IS, WHERE IS" without any warranty or guaranty (express or implied), except that which may be provided by the producer or supplier of the Prize. Specifics of the Prize is in TM's sole discretion. All decisions are final on all matters relating to the awarding of the Prize and Promotion.

The Winner must not be under any legal impediment that would prevent the Winner from accepting the Prize, and must be able to accept the Prize on the date or dates specified by TM. Otherwise, the Prize will be forfeited and TM may select an alternate winner, at its discretion, in a manner comparable to the selection of the original Winner.

Any and all costs and expenses associated with Prize acceptance and use are the sole responsibility of the Winner, including, without limitation, all federal, state, local and provincial taxes, transportation and meals, lodging, gratuities, and souvenirs, and all registration, license, permit fees and similar surcharges, and all other expenses of any nature incurred by the Winner in claiming the Prize.

The permitted guest of the Winner must be at least 18 years of age, unless the permitted guest is a child or legal ward of Winner, or unless the permitted guest is otherwise accompanied by a parent or legal guardian.

Except as expressly provided herein, Winner (and permitted guest of Winner) are responsible for obtaining travel arrangements at their own expense to and from all activities and events that are components of the Prize and hereby acknowledge that TM has not and will not obtain or provide travel insurance or any other form of insurance for any travel associated with the Prize.

Winner and guest must comply with all venue, stadium, and event rules and regulations. Failure to do so may result in forfeiture of such portion of Prize. TM reserves the right to remove or deny entry to the Winner and any of his/her guests who engage in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person at the event.

If any portion of the Prize or any other activity or event is unable to take place as planned for any reason, including but not limited to, cancellation, scheduling conflicts, lockout, labor dispute, strike, or inclement weather, the remaining components of the Prize will be awarded and TM's obligation to the Winner will be fulfilled, and no other additional compensation or substitution will be provided.

#### WINNER NOTIFICATION & REQUIRED DOCUMENTS

The Winner will be notified within a reasonable time period following the conclusion of the Promotion. TM shall use such effort as, in its sole discretion, it deems reasonable to notify the Winner of the award of the Prize. In order to receive the Prize, Winner will be required to furnish proof of Promotion eligibility and identity including, but not limited to, U.S. social security number where applicable. Winner must immediately claim the Prize and return to TM any documentation required by TM, including a Confirmation, Release and Indemnity in the form(s) provided by TM, within twenty four (24) hours of notification. Otherwise, the Prize may be forfeited. If the Prize award notification is not effective or a Winner fails to claim the Prize or return the required documents, TM reserves the right to select an alternate winner utilizing the same selection method from the remaining eligible Entrants for the Promotion. TM decisions concerning selection of the Winner, as well as all other matters relating to any Promotion, are final and binding.

#### PRIVACY

Personal information collected by TM will be used for administration of the Promotion. Entrants may also be contacted immediately or in the future by TM with respect to available promotional opportunities. In addition, Entrants may receive commercial advertising email correspondence from, or on behalf of, TM or its affiliated entities, subject to their respective Privacy Policies, as applicable. TM use reasonable commercial efforts to comply with Federal CAN-SPAM guidelines, and Entrants may subsequently opt-out of receiving further emails by following the opt-out instructions contained in such email correspondence. Any questions regarding privacy matters of TM should be directed to TM at the address set out below. Please refer to the TM Privacy Policy located at <https://toughmudder.com/privacy-policy> for important information regarding the collection, use and disclosure of personal information.

#### PUBLICITY

To the extent permitted by law, each Entrant agrees that entry in the Promotion constitutes permission, in perpetuity, that TM, and Sponsor, and each of their respective affiliates, employees, officers, directors and/or members may use worldwide the Entrant's identity, name, image, likeness and biographical information, now or hereafter developed of Entrant's participation in the Promotion, for any purpose, including, but not limited to, publicity, promotional and advertising purposes related to such parties without any additional consideration or any compensation of any kind.

#### RELEASE

As a condition of entering the Promotion, Entrant agrees that: (1) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, punitive, incidental, consequential or any other damages, other than for actual out-of-pocket expenses; (2) all causes of action arising out of or connected with any Promotion, or the Prize awarded, shall be resolved individually, without resort to any form of class action; and (3) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorney's fees.

#### LIABILITY

EACH ENTRANT: (1) ACKNOWLEDGES ACCEPTANCE OF THE OFFICIAL RULES AND AGREES TO ADHERE TO AND BE BOUND BY THEM; (2) ASSUMES ALL RISK, RESPONSIBILITY, AND LIABILITY FOR ANY PERSONAL BODILY INJURY OR DEATH OR ANY DAMAGE OR LOSS OF PROPERTY, INCLUDING ANY BODILY INJURY OR DEATH TO ANOTHER PERSON, DIRECTLY OR INDIRECTLY ARISING FROM PARTICIPATION IN THE PROMOTION; AND (3) AGREES TO RELEASE, DISCHARGE, INDEMNIFY AND HOLD HARMLESS TM, SPONSOR, AND EACH OF THEIR RESPECTIVE AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS AND/OR MEMBERS (“**RELEASED PARTIES**”), THEIR SUCCESSORS AND ASSIGNS, FROM AND AGAINST ALL CLAIMS, LOSSES AND DAMAGES TO PROPERTY OR PERSON, INCLUDING DEATH, INCURRED OR CAUSED BY ENTRANT OR ENTRANT’S REPRESENTATIVES, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, ARISING FROM OR IN CONNECTION WITH OR RELATED TO THE OPERATION OF, OR PARTICIPATION IN, THE PROMOTION.

TM is not responsible for any printing, distribution or production errors and may rescind, cancel or revoke the Promotion based upon any such error without liability at TM’s sole discretion. In the event that an error occurs and more than the designated number of Prizes are claimed the designated number of Prizes will be awarded in a second chance drawing from among eligible Entrants.

#### GENERAL

The Promotion is conducted in the English language and TM shall not be responsible for any printing, typographical, administrative, or technological errors in the offer, presentation or administration of the Promotion. The application and interpretation of the Official Rules, the award of the Prize, and selection of the Winner shall be determined by the representatives of TM, and all decisions in that regard shall be in the sole discretion of such representatives and shall be final and conclusive. Entrants agree that in the event a legal authority, [Sponsor] or insurer challenges the award of the Prize, TM shall have the sole right to determine whether or not to award such Prize. In the event of any claim or dispute with regard to the Promotion or the Official Rules, the laws of the State of New York shall govern and apply, without regard to conflict of law provisions. Entrants agree to submit to the exclusive jurisdiction of the courts of the State of New York in regard to any claim or dispute with respect to any aspect of the Promotion or the Official Rules.

TM is not responsible for any inability to conduct the Promotion or award the Prize as a result of any act of God, labor stoppage strike, or lock out, or other reason beyond the control of TM.

TM reserves the right, in its sole discretion, to disqualify any Entrant for suspected or actual cheating and to prevent any person from participating in the Promotion or in the Prize award if that person does not adhere to the Official Rules or acts: (a) in a manner that TM determines to be not fair; (b) with an intent to annoy, threaten or harass any other person or the RELEASED PARTIES; or (c) in any other disruptive manner.

Under no circumstances shall a submission into the Promotion, the awarding of the Prize, or anything in these Official Rules be construed as an offer or contract of employment with TM. Entrants acknowledge that their submission was voluntary and not in confidence or in trust. Entrants acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between Entrant and TM and that no such relationship is established by Entrant’s submission under these Official Rules.

#### INTERNET

If for any reason this Promotion is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of TM which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, TM reserves the right, at its sole discretion, to disqualify any individual who tampers with the entry process and to cancel, terminate, or suspend the Promotion, in whole or in part, at any time, without notice and award the Prize using all non-suspect eligible entries received as of this termination date. TM assumes no responsibility for (i) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of entries, (ii) any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers or providers, computer equipment, software, failure of any e-mail or entry on account of technical problems, human error or traffic congestion on the Internet or at any website or any combination thereof, including any injury or damage to Entrant’s or any other person's computer relating to or resulting from participation in this Promotion or downloading or uploading any materials in connection with this Promotion.

**CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY ONLINE MEDIA OR WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS OR THE ONLINE MEDIA RULES AND REGULATIONS AND, SHOULD SUCH AN ATTEMPT BE MADE, TM RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.**

#### INQUIRIES & WINNER

Address all inquiries regarding the Promotion to:

Tough Mudder Promotions  
15 MetroTech Center  
7th Floor  
Brooklyn, NY 11201

The identity of the Winner may be obtained by sending a request to the address above within thirty (30) days of the end of the Promotion and by including a self-addressed postage paid (U.S. postage only) envelope.

