

## **Terms and Conditions for the Impossible Gift with Purchase Instant Win Game (“Promotion”)**

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

VOID WHERE PROHIBITED.

Please read these terms and conditions (**Terms**) carefully. The Terms contain important information. By participating in this Promotion, each participant agrees to these Terms.

### **Promotion**

1. The Promotion is sponsored by adidas America, Inc. 5055 N. Greeley, Ave. Portland, OR 97217 (**Sponsor**).
2. Each eligible Participant will receive a scratch-off card (**Game Piece**) which reveals which Gift they will receive as a thank you for their purchase, or in exchange for completing the free alternate method of entry (**AMOE**) in lieu of a purchase.
3. The Promotion will take place November 23, 2023 to November 26, 2023 during participating store hours while the supply of game pieces lasts (**Promotion Period**). Five locations have 650 Game Pieces and 40 locations have 651 Game Pieces.
4. The [45 Participating Store Locations](#) are listed at the end of these Terms.

### **Requirements**

5. The Promotion is open to:
  - a. Visitors to participating adidas retail store (listed at the end of these Terms);
  - b. Who are legal residents of the 50 United States; and
  - c. Who are 13+, provided that any individual under the age of majority in their state of residence has the permission of their parent or legal guardian to participate and agrees to these Terms;
6. The following individuals are not permitted to participate: Employees of any adidas Group entities or their agents and their first- and second-degree family members, as well as (b) anyone else who is directly or indirectly professionally connected with the Promotion and their family members, and (c) anyone who participates for non-private purposes.

### **Participation**

7. Participant may obtain a Game Piece by:
  - a. visiting a participating adidas store during the Promotion Period; and

- b. and being one of the first 100 eligible individuals to (a) make a new purchase of a physical product, excluding Gift Cards; or (b) request a free Game Piece from the designated Store Associate without making a purchase; and
- c. while in-store, removing the scratch-off coating to reveal which Gift they have received; and
- d. redeeming the Game Piece with the designated Store Associate on the date the Game Piece was obtained; and
- e. accepting and adhering to these Terms unconditionally as a condition of participation.

8. One Game Piece per person.

9. Eligibility determinations will be made by Sponsor acting through the designated Store Associate at each participating store location in their discretion and will be final and binding.

### **Available Gifts**

10. Each participating adidas store has the following quantities and types of Gifts available (each a "Gift"):

- a. Sticker pack: 250 (ARV \$5)
- b. Enamel pins (2 pins per pack): 200 (ARV \$8)
- c. Reusable bag: 75 (ARV \$10)
- d. Mug: 75 (ARV \$12)
- e. Domino Set: 50 (ARV \$15)

11. Across all 45 participating adidas stores, there are 40 additional Impossible Gifts (each a "Gift") available, allocated at random:

- a. 1 Gift of the AE 1 FTW "With Love" Colorway\* (ARV \$120)
- b. 1 Gift of a Signed Patrick Mahomes cleat\* (ARV \$200) (single cleat)
- c. 5 Gifts of a Messi Jersey\* (ARV 120)
- d. 1 Gift of a FMF Jersey Seeding Kit\* (ARV \$120)
- e. 1 Gift of a Signed Messi Jersey\* (ARV \$120)
- f. 1 Gift of a Signed Women's World Cup Ball -signed by Emily Sonnett\* (ARV \$170)
- g. 4 Gifts of a pair of Signed Nora Skate shoes\* (ARV \$100)
- h. 8 Gifts of a Les Mills + Subscription (Digital Voucher Code – new subscribers only; subject to voucher Terms and Conditions and Les Mills + Terms and Conditions\* (ARV \$120)
- i. 2 Gifts of a Meta Quest 3 VR headset with BODYCOMBAT XR (ARV \$500)
- j. 5 Gifts of "adidas pays for your purchase", meaning adidas will refund the purchase amount stated on the receipt which represents the purchase made in exchange for the Game Piece up to a maximum of \$500 including tax; if participant received a Game Piece without making a purchase, adidas will provide a Gift Card of \$500.
- k. 1 Gift of a Bogey Boys Hat\* - Signed by Macklemore & Colin Morikawa (ARV \$35)

- l. 10 Gifts of a Fashion Pack consisting of one or more pieces of adidas apparel (ARV \$50)
12. Impossible Gifts marked with \* are collectibles and are in a variety of sizes and are selected in Sponsor's sole discretion. Impossible Gifts will be shipped to the address provided by the Game Piece holder at the time of redemption. A signature will be required to accept the shipment. adidas is not responsible for errors in delivery due to circumstances beyond adidas' reasonable control, including illegible or inaccurate delivery information and will not replace any lost, mutilated, or stolen Prizes. Prizes are forfeited if returned to adidas as undeliverable, unclaimed or delivery refused.
13. Gifts not redeemed on date of game play for any reason are void. No cash alternative to a Gift is available. A Gift cannot be exchanged for another Gift. A Gift is personal and non-transferable. The winner agrees not to sell, offer to sell or use the Gift for any commercial or promotional purpose (including placing a Gift on an internet auction site). Winners are responsible for all taxes and fees associated with acceptance of and use of a Gift.

### **Odds**

14. Each eligible participant will receive a Gift. The odds of receiving one of the Impossible Gifts is 8:9.

### **General rules**

15. Sponsor has the right, in its sole discretion, to modify these Terms (including without limitation by adjusting any of the dates and/or timeframes stipulated in these Terms) and to cancel, modify or suspend the Promotion at any time in its discretion, including without limitation if a virus, bug, technical problem, entrant fraud or misconduct, or other cause beyond the control of Sponsor corrupts the administration, integrity, security, or proper operation of the Promotion or if for any other reason Sponsor is not able to conduct the Promotion as planned (including without limitation in the event the Promotion or any or all participating store locations is interfered with by any fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or of public enemy, pandemic, public health emergency, order of state or local government, communications failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, federal, state, provincial, territorial, or local law, order, or regulation or court order).
16. Participants cannot derive any rights from their participation and have no right to any payment or other compensation for their entry or their participation.
17. Sponsor is not responsible or liable for costs or expenses of participants in connection with or relating to participating in the Promotion. The costs of the use of internet and mobile phone (including data charges) are the responsibility of the participants.
18. Sponsor is not responsible and exclude any liability for (i) network- (cable, internet or other relevant networks), computer hardware or software disruptions of whatever

nature which might lead to a limited, delayed or lost entry, (ii) other problems or calamities, of whatever nature, that are connected with the functioning of the network (cable, internet or other network), the website used for game play, computer hardware or software, and (iii) mistakes in the entering or processing of personal data, except in case of gross negligence or willful misconduct of Sponsor.

19. Sponsor is not responsible or liable for any incompatibility between technologies used, in the broadest sense, during the Promotion and the hardware and software configuration used by the participants.
20. If a Promotion, for whatever reason, progresses differently than foreseen or the Promotion appears to be in conflict with applicable law, Sponsor reserves the right to annul, terminate, amend or postpone the Promotion without any liability of Sponsor and without a right of compensation for the participants.

## **Publicity**

21. Except where prohibited, participation in the Promotion constitutes participant's consent to Sponsor's and its agents' use of participant's name, likeness, photograph, voice, opinions, and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

## **Exclusion of participants**

22. Sponsor retains the right to disqualify or exclude any individual from participating in the Promotion, without recourse, who, in Sponsor's discretion, Sponsor determines or believes (i) has created or submitted fraudulent or false entries or personal information; (ii) has tampered with the entry process or any game piece or has undermined the legitimate operation of any website used in administration of the Promotion or the Promotion by cheating, hacking, forgery, mutilation, deception or other unfair practices; (iii) has attempted or intends to attempt any of the foregoing; or (v) has otherwise violated these rules of behavior or the Terms.
23. Organized or collective participation in the Promotion shall be regarded as a breach of the Terms.
24. The Promotion are void where prohibited. It is the responsibility of the participants to ensure their legal eligibility to participate.
25. No rights can be derived from the Promotion or results other than as set out in these Terms.

## **Release and Limitation of liability**

26. By participating in this Promotion, participants agree to release, discharge and hold harmless employees, directors and officers of Sponsor, affiliate or partner companies, and each of their respective parents, affiliates, subsidiaries, advertising and promotion agencies, distributors, co-promotion partners and any Gift suppliers (the "Released Parties") from and against any and all claims, liability, costs, losses, damages or injuries of any kind arising out of or related to participant's participation in the Promotion and/or

related to any Gift (including, without limitation, losses, damages or injuries to participant's or any other person's equipment or other property, or to their persons, related to participation in the Promotion; or arising out of any violation of rights of publicity or privacy, or claims of defamation or portrayal in a false light; or based on any claim of infringement of intellectual property; or from any typographical, human or other error in the printing, offering, selection, operation or announcement of the Promotion activity and/or Gift). Without limiting the generality of the foregoing, participants agree that the Released Parties: (A) have neither made nor will be in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, in connection with any Promotion and/or with respect to Gifts, including, without limitation, to any Gift's quality or fitness for a particular purpose; (B) maintain no control over the personnel, equipment or operation of any air, water or surface carrier, ship line, bus or limousine company, transportation company, hotel, manufacturer or other person or entity furnishing services, products or accommodations ("Suppliers") as a part of the Gifts provided in connection with the Promotion; and (C) will not be responsible or liable for any injury, damage, loss, expense, accident, delay, inconvenience or other irregularity that may be caused or contributed to: (1) by the wrongful, negligent or unauthorized act or omission on the part of the Suppliers or any of their agents, servants, employees or independent contractors, (2) by any defect in or failure of any vehicle, equipment, instrumentality, service or product that is owned, operated, furnished or otherwise used by any of those Suppliers, (3) by the wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the Released Parties, and (4) by any cause, condition or event whatsoever beyond the control of the Released Parties.

Participants agree that the Released Parties shall have no responsibility or liability for discontinued Gifts; human error; incorrect or inaccurate transcription of registration and/or account information; any technical malfunctions of the telephone network, computer online system, computer dating mechanism, computer equipment, software, or Internet service provider utilized by Sponsor; interruption or inability to access any Website or App used for entries, or Sponsor or affiliated entities' respective websites, or any online service via the Internet due to hardware or software compatibility problems; any damage to participant's (or any third person's) computer and/or its contents related to or resulting from any part of the Promotion; any lost/delayed data transmissions, omissions, interruptions, viruses, bugs, defects; and/or any other errors or malfunctions, even if caused by the negligence of the Released Parties.

Each participant further agrees to indemnify and hold harmless the Released Parties from and against any and all liability resulting or arising from the Promotion and to release all rights to bring any claim, action or proceeding against the Released Parties and hereby acknowledge that the Released Parties 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 a Gift, including express warranties provided exclusively by a Supplier that may be sent along with a Gift. Sponsor is not responsible for the actions of participants in connection with the Promotion, including participants' attempts to

circumvent the Terms or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Promotion. Participants further understand and agree that all rights under Section 1542 of the Civil Code of California ("Section 1542") and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release are hereby expressly and forever waived. Participants acknowledge that Section 1542 provides that:

**"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR  
RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS/HER FAVOR  
AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR  
HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH  
THE DEBTOR OR RELEASED PARTY."**

The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

**Applicable law / Dispute Resolution and No Class Relief**

27. The decision of Sponsor is final and binding. No correspondence will be entered into relating to the result of the Promotion.
28. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms or the rights and obligations of participants, Sponsor or the Released Parties in connection with the Promotion will be governed by and construed in accordance with the internal laws of the State of Oregon, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws.
29. BY ENTERING THE PROMOTION, PARTICIPANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (2) UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND PARTICIPANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (3) PARTICIPANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND PARTICIPANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.
30. Except with respect to the protection and enforcement of the intellectual property rights of the Sponsor and its affiliates and their rights to seek and/or obtain injunctive or equitable relief, any claim, cause of action or proceeding arising out of or relating to the

Terms or any Promotion shall be resolved by mandatory, binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") as supplemented by AAA's Supplementary Procedures for Consumer-Related Disputes. The arbitration shall be conducted in Portland, Oregon, and the Federal Arbitration Act, and not any state law concerning arbitration, shall apply. The arbitration award shall be final and exclusive, and the prevailing party in the arbitration may file an action in court to confirm and to enforce the arbitration award. Any such action, or any claim, cause of action or proceeding not subject to arbitration as set forth in this Section shall be filed and adjudicated in a state or federal court in Multnomah County, Oregon, and all parties agree to submit to the personal jurisdiction of those courts. Participants irrevocably waive any rights to seek and/or obtain injunctive or other equitable relief and any defense of forum non conveniens. Should either party pursue any other judicial or administrative action with respect to any matter included within the scope of this binding arbitration provision, the responding party will be entitled to recover its costs, expenses and

31. attorneys' fees incurred as a result of such action. Further, any and all disputes, claims and causes of action arising out of or connected with a Promotion, or any Gift awarded, will be resolved individually, without resort to any form of class action.
32. If any Clause of these Terms is found by a competent court or other competent authority to be void or unenforceable, that Clause shall be deemed to be deleted and the remaining Clauses shall continue in full force and effect.

Participating Store				
Name	Address	City	State	Zipcode
Abbot Kinney	1349 Abbot Kinney Boulevard	Los Angeles	CA	90291
adidas Employee Store	2701 NW Vaughn Street Suite 290	Portland	OR	97210
Aventura Mall	19501 Biscayne Blvd. Suite #918	Aventura	FL	33180
Bay Plaza	2228 Bartow Ave. Suite 228	Bronx	NY	10475
Century City Westfield	10250 Santa Monica Blvd Suite #2510	Los Angeles	CA	90067
Cherry Hill Mall	2000 Route 38 Suite 1640	Cherry Hill	NJ	8002
Chicago Wicker Park	1532 N Milwaukee	Chicago	IL	60622
Culver City Westfield	6000 Sepulveda Blvd #C8	Culver City	CA	90230
Del Amo Fashion Center	21540 Hawthorne Blvd. #421	Torrance	CA	90503
Florida Mall	8001 S Orange Blossom Trail Space 160	Orlando	FL	32809
Fulton Street	454 Fulton St	Brooklyn	NY	11201
Garden State Plaza	1 Garden State Plaza Suite D14	Paramus	NJ	7652
Glendale Galleria	100 W Broadway Suite #2123	Glendale	CA	91210
Greenville adidas Showroom	10 Quest Lane	Greenville	SC	29605
Irvine Spectrum Center	650 Spectrum Center Drive	Irvine	CA	92618
Los Cerritos Center	239 Los Cerritos Center Suite F09B	Los Cerritos	CA	90703
New York Broadway (Brand Center)	Sports Performance Store 610 Broadway	New York	NY	10012

New York Fifth Avenue	565 5th Ave	New York	NY	10017
New York Spring Street	115 Spring Street	New York	NY	10012
Palisades West Nyack	2450 Palisades Center Drive Level 2	West Nyack	NY	10994
Portofino Shopping Center	19075 I-45 South Suite 110A	Shenandoah	TX	77385
Queen's Center	90-15 Queens Blvd. Suite 2061	Elmhurst	NY	11373
Santa Anita Westfield	400 S. Baldwin Ave Suite #155-U	Arcadia	CA	91007
Santa Monica Third Street	1337 Third Street Promenade	Santa Monica	CA	90401
Water Tower Place	845 N. Michigan Ave. Suite 4065	Chicago	IL	60611
Westfield Topanga	6600 Topanga Canyon Road #2042	Los Angeles	CA	91303
Woodbury Commons Premium	498 Red Apple Ct Suite 422	Central Valley	NY	10917
Woodburn Premium	1001 Arney Road Suite 400	Woodburn	OR	97071
Orlando International Prem	4973 International Drive Suite 3F.41	Orlando	FL	32819
Orlando Vineland Premium	8200 Vineland Ave. Suite 350	Orlando	FL	32821
Allen Premium	820 West Stacy Road Suite 200	Allen	TX	75013
Las Americas Premium	4201 Camino de la Plaza Suite 112	San Diego	CA	92173
Sawgrass Mills	12801 West Sunrise Blvd. Suite 737	Sunrise	FL	33323
Las Vegas Premium North	875 S Grand Central Pkwy Suite 1680	Las Vegas	NV	89106
Chicago Premium	1651 Premium Outlets Blvd. #101	Aurora	IL	60502
Las Vegas Premium South	7400 S Las Vegas Blvd. Suite 203-A	Las Vegas	NV	89123
Houston Premium	29300 Hempstead Road Suite 713	Cypress	TX	77433
Jersey Gardens	651 Kapkowski Road Suite 180	Elizabeth	NJ	7201
Citadel Outlets	100 Citadel Drive Suite 583	Commerce	CA	90040
San Marcos	3939 I-35 Space 770	San Marcos	TX	78666
Skyview Center Outlets	40-24 College Point Blvd Suite D-03E	Flushing	NY	11354
Outlets at Orange	20 City Blvd W Suite 617	Orange	CA	92868
Dolphin Mall	11401 NW 12th Street Suite#224	Miami	FL	33172
Ontario Mills	1 Mills Circle Suite #326A	Ontario	CA	91764
Carlsbad Premium	5630 Paseo Del Norte Suite #135D	Carlsbad	CA	92008