

## **Under Armour Drive the Game Sweepstakes Terms and Conditions**

### **1. NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT INCREASE CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.**

**2. Sponsor:** The Under Armour Drive the Game Sweepstakes (the "Promotion") is sponsored by Under Armour, Inc., 1020 Hull Street, Baltimore, MD 21230 (the "Sponsor").

**3. Eligibility:** The Promotion is open only to legal residents of the 50 United States and the District of Columbia who are eighteen (18) years (or the age of majority in their state of residence, if higher than age 18) years of age or older at the time of entry. Entrants who are minors must obtain their parent's or legal guardian's permission to enter. Employees of the Sponsor, and its affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. Additionally, individuals who are under endorsement agreements, sponsorship agreements or other similar relationship with Sponsor as determined by Sponsor in Sponsor's sole discretion, are not eligible. Subject to all applicable federal, state, and local laws and regulations. By participating in this Promotion, entrants (and if eligible minors, their parents/legal guardians) agree fully and unconditionally to these Terms and Conditions and Sponsor's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**4. Entry:** To enter, customer must visit the Sponsors website at <https://www.underarmour.com/en-us/sports/golf> (the "Website"). On the Website there will be multiple golf shirt collections to choose from (each a "Collection"). Customer must choose their favorite Collection, this will be deemed their electronic entry (the "Entry") into the sweepstakes. No other method of Entry will be accepted. Entries will be accepted April 4, 2016 through April 11, 2016 (the "Promotion Period"). All references to a time of day are references to the time in Baltimore, Maryland. The Sponsor is not responsible for lost, misplaced, illegible, mutilated, incomplete or undelivered entries, and such entries will be deemed invalid. Limit one entry per person. All entries become the property of Sponsor and will not be acknowledged or returned. In case of dispute as to the identity of any online entrant, entry will be declared made by the authorized account holder of the email address submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain name associated with the submitted email address. Any potential winner may be requested to provide Sponsor with proof that such winner is the authorized account holder of the email address associated with the winning entry. Automated entries (including but not limited to entries submitted using any robot, script, macro or other automated service) are not permitted and will be disqualified.

**5. Drawing:** A representative of the Sponsor will randomly select five (5) potential Promotion winner(s) from all eligible entries received during the Promotion Period on or about April 30, 2016. The potential winner(s) will be notified in person and/or by phone and/or by email or mail or express mail, whichever is deemed appropriate by the Sponsor, using the contact information provided on the entry. If potential winner does not respond to notification by Sponsor within twenty four (24) hours of its transmission, or should an email notice, after up to two (2) attempts, be returned as undeliverable, the potential winner will be disqualified and an alternate winner will be selected. Each of the potential winner(s) must sign and return to Sponsor a Declaration and Release provided by Sponsor (where permitted by law) in order to claim his/her prize. If a potential winner cannot be contacted, or fails to sign and return the Declaration and Release such potential winner forfeits prize. Each potential winner must continue to comply with all terms and conditions of these Terms and Conditions, and winning is contingent upon fulfilling all requirements. 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. The odds of winning the prize depend upon the actual number of eligible entries received.

**6. Prize(s):** Each winner will receive Under Armour product of the Sponsors choosing. Total prize retail value estimated at \$260.00 per winner. Any difference between the stated value and actual value of the Prize(s) will not be awarded. Except for the cost of the Prize(s), expenses and costs, including but not limited to, federal, state and local taxes or other expenses are the responsibility solely of the winner. Insurance, gratuities and other expenses not listed are the responsibility of the winner. Prize is non-transferable and no substitution or cash redemption will be made, except in case of the unavailability of the prize or a prize component, Sponsor reserves the right to award a prize of equal or greater value. If a winner cannot accept the prize as stated, the Sponsor reserves the right, in its sole discretion, to award such prize to an alternate winner or not to award the unclaimed prize. If a winner cannot accept the prize as stated, the prize will be forfeited in its entirety and awarded to an alternate winner. The value of the prize will be taxable to prize winner as income. Upon entry into the Promotion, potential prize winner(s) and all other entrants are required to comply with any and all applicable federal, state, and local laws, rules, and regulations. Sponsor shall have no responsibility or obligation to the prize winner or potential prize winner who is unable or unavailable to accept or utilize prize as described herein.

Sponsor reserves the right to disqualify any participant if, in their sole discretion, such participant is not in alignment with Sponsor's values or if awarding a prize to the participant could result in public disrepute, contempt, scandal or ridicule or could reflect unfavorably on Sponsor. Additionally, in such case, if the Sponsor has already delivered the prize, Sponsor reserves the right to require the participant to return the prize and award the prize to an alternate winner based on the criteria in paragraph 5 above.

**7. Release:** By participating, winner and contestants agree to release and hold harmless Sponsor, 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 Promotion or receipt or use or misuse of any prize.

**8. Publicity:** Except where prohibited, participation in the Promotion constitutes winner's and participants (and if eligible minor, his/her

parent's or legal guardian's) consent to Sponsor's and its agents' use of their 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:** Noncompliance with these Terms and Conditions may result in disqualification and all associated entries will be void. ANY VIOLATION OF THESE TERMS AND CONDITIONS BY THE PRIZE WINNER OR ANY BEHAVIOR BY THE PRIZE WINNER THAT WILL BRING SUCH PRIZE WINNER OR SPONSOR INTO DISREPUTE (IN SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH PRIZE WINNER'S DISQUALIFICATION AS THE PRIZE WINNER OF THIS SWEEPSTAKES AND ALL PRIVILEGES AS THE PRIZE WINNER WILL BE IMMEDIATELY TERMINATED. Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Promotion, as determined by Sponsor in its sole discretion. In the event the Promotion is cancelled, the Sponsor will conduct a random drawing from among all eligible, non-suspect Entries received prior to the time of the action or event warranting such cancellation. 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 Promotion or to be acting in violation of these Terms and Conditions or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion 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 Terms and Conditions shall not constitute a waiver of that term.

**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 Promotion; (2) computer, online, telephone, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, availability, garbled or jumbled transmissions, service provider, Internet, web site or other accessibility or availability issues, traffic congestion, or unauthorized human intervention or any technical malfunctions that may occur; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion 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 Promotion or receipt or use or misuse of any prize. Sponsor makes no representation or warranties concerning the appearance, safety or performance of any prizes awarded. 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 Promotion, provided that if it is not possible to award another entry due to discontinuance of the Promotion, or any part of it, for any reason, 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. 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 Terms and Conditions 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:** As a condition of participating in this Promotion, entrant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with the Promotion shall be resolved individually, without resort to any form of class action, exclusively, before a court of competent jurisdiction located in Baltimore, Maryland, which court shall apply the laws of the state of Maryland without regard for rules of conflicts of law. In any such dispute, entrant shall, under no circumstances, be entitled to claim punitive, incidental, or consequential damages, or any other damages, including attorneys' fees, other than entrant's actual out-of-pocket expenses (if any) associated with participating in the Promotion, and entrant hereby waives all rights to have damages multiplied or increased.

**12. Privacy:** By participating in this Promotion, entrant acknowledges and agrees that the Sponsor may collect personal information submitted by entrant, and use the information pursuant to its privacy policy available at <http://www.underarmour.com>.

**13. Winner List:** To find out the winners, send a self-addressed stamped envelope after April 30, 2016 to: Under Armour, Attn: Legal Department/Drive the Game, 1020 Hull Street, Baltimore, Maryland 21230.