

**“Fly Away Portland”
OFFICIAL RULES**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN, OR TO CLAIM A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

THESE OFFICIAL RULES CONTAIN AN ARBITRATION AGREEMENT APPLICABLE TO U.S. ENTRANTS ONLY, WHICH WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST SPONSOR TO BINDING AND FINAL ARBITRATION. UNDER THE ARBITRATION AGREEMENT, (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST SPONSOR ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.

OPEN ONLY TO LEGAL RESIDENTS OF THE UNITED STATES (50 UNITED STATES AND THE DISTRICT OF COLUMBIA) AND CANADA (WITH THE EXCEPTION OF QUEBEC) WHO ARE OVER THE AGE OF MAJORITY AS OF THE DATE OF SUBMISSION. BY ENTERING THIS PROMOTION, YOU REPRESENT THAT YOU SATISFY ALL OF THE ELIGIBILITY REQUIREMENTS IN SECTION 3 BELOW AND YOU ARE DEEMED TO HAVE READ AND TO AGREE TO BE BOUND UNCONDITIONALLY BY THESE OFFICIAL RULES. VOID WHERE PROHIBITED BY LAW.

This Promotion is sponsored by SoleSavy US, Inc. (the “**Sponsor**”) and is open to any participant who has entered in accordance with Section 2 (each, an “**Entrant**”). ANY VIOLATION OF THESE RULES OR MAY, AT SPONSOR’S DISCRETION, RESULT IN DISQUALIFICATION, AND ALL PRIVILEGES (INCLUDING THOSE AS WINNER, IF APPLICABLE) WILL BE IMMEDIATELY TERMINATED. All decisions of the Sponsor or judges regarding this Promotion are final and binding in all respects.

1. **PROMOTION PERIOD.** Promotion begins 12:00 AM [Eastern Time] on October 10, 2023 and ends at 9:59PM [Eastern Time] on October 18, 2023, when all entries must be received (the “**Promotion Period**”).
2. **HOW TO ENTER.** To enter, Entrants must complete all of the steps set forth below during the Promotion Period:
 - a. **STEP 1:** Visit <https://store.solesavy.com/products/fly-away-charity-drive-to-doernbecher-freestyle-xix>
 - b. **STEP 2:** Purchase raffle entry ticket(s)

All entries must be received by the last day of the Promotion Period. All entries become the property of the Sponsor and will not be acknowledged or returned. All entrant information, including names, telephone numbers and e-mail addresses, is subject to the Sponsor’s privacy

policies (see further: [[SoleSavy Privacy Statement located at https://solesavy.com/privacy-policy/](https://solesavy.com/privacy-policy/)]).

3. **ELIGIBILITY.** This Promotion is open to legal residents of the 50 United States and the District of Columbia (excluding Puerto Rico and all U.S. territories and possessions) and Canada (with the exception of Quebec) **except**:
 - a. [anyone below the age of 18 at the date of entry]
 - b. officers, directors, members, and employees and immediate family members of the Sponsor, the judging organization (if applicable), or any other party associated with the development or administration of this Promotion, and the immediate family (i.e., parents, children, siblings, spouse), and persons residing in the same household, as such individuals;
 - c. [anyone who has been selected as a winner within the previous 6 month period]; or
 - d. anyone who fails to comply with these Official Rules or otherwise tampers with the entry process (eg. signing up twice under different names or aliases to increase chances of being selected).

At any time, Sponsor will have the right to request from any Entrant proof of identity and/or eligibility to participate. Failure to provide proof within a reasonable time or the provision of false or misleading information could result in the Entrant's disqualification. Sponsor reserves the right to disqualify any Entrants who, in Sponsor's sole discretion, do not comply with these Official Rules or who otherwise tamper with the entry process. **VOID OUTSIDE OF THE 50 U.S. STATES, THE DISTRICT OF COLUMBIA, CANADA AND WHERE PROHIBITED BY LAW.**

4. **WINNER SELECTION AND NOTIFICATION.** The odds of winning this Promotion depend on the number of eligible entries received. Winner selection will be conducted by random drawing from all eligible entries on or about September 18 (the "**Selection Date**"). Any potential winner will be notified by email to the address provided on the contact form. If a potential winner: (i) cannot be contacted; (ii) does not respond within two (2) days from the date the Sponsor first tries to notify him/her; (iii) fails to return the Release as specified in Section 6; (iv) refuses the Prize (as defined in Section 5); (v) is ineligible as specified in Section 3; and/or (v) the Prize or prize notification is returned as undeliverable, such potential winner forfeits all rights to win the Promotion or receive the Prize, and an alternate potential winner may be selected. Sponsor is not responsible for any change in an Entrant's email address or for any failure whatsoever of Entrant to receive Sponsor's notification or for Sponsor to receive a selected Entrant's response. Upon contacting a potential winner and determining that he/she has met all eligibility requirements of the Promotion, including without limitation the execution of required waivers, publicity and liability releases and disclaimers, such individual will be declared the "winner" of the Promotion and the prize may be claimed in full.

For Canadian Residents Only:

Before being declared the winner, a selected Entrant must first correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill testing question to be administered by Sponsor or its representative by phone.

5. **PRIZES.** There will be one (1) winner of the Promotion. The prize consists of one grand prize as outlined in the contest details when purchasing a raffle ticket (“**Prize**”). The total approximate retail value of the Prize is \$2,000 USD. Actual value may vary based on various factors, including fluctuations in price. No Prize or any portion thereof is transferable or redeemable for cash. No substitutions may be made for the Prize except by Sponsor, in which case a prize of equal or greater value will be substituted. All federal, provincial, state or other taxes that may apply due to the receipt of a prize are the sole responsibility of the individual who receives that prize. The winner of any Prize with a value of \$600 or greater will be issued a 1099 U.S. Tax Form for the retail value of the Prize. All Entrants agree that information provided by the Sponsor is not advice, including but not limited to, tax advice or legal advice, and every Entrant is advised to consult a professional, including a tax professional. The Prize will be delivered to the winner by October 27, 2023; the specific delivery method will be determined by Sponsor in its sole discretion. Sponsor shall not be responsible for any failure or for any damage to the Prize after it is given to such service or if factors beyond Sponsor’s reasonable control prevent the Prize from being fulfilled/awarded. Sponsor is not responsible for Prize utility, quality or otherwise. **THE WINNER MUST PROVIDE ALL TRUE, COMPLETE AND ACCURATE INFORMATION REQUESTED BY THE SPONSOR TO FACILITATE THE DELIVERY OF THE PRIZE, AND BEARS ALL RESPONSIBILITY IN CONNECTION THEREWITH.**

6. **RELEASE.** Before being declared the winner, the selected Entrant may be required to sign a declaration of eligibility and release form (the “**Release**”) indicating that the selected Entrant: (a) has complied and agrees to comply with these Official Rules; (b) accepts the Prize as offered; (c) will keep his/her winning notification confidential until notified by Sponsor; (d) releases Sponsor, its agents, employees, directors, officers, shareholders, insurers, parents, subsidiaries, divisions, affiliates, predecessors, successors, representatives contractors, assigns and any other parties to be added to the Release in Sponsor’s sole discretion (the “**Released Parties**”) from any and all liability arising from his/her participation in the Promotion or his/her acceptance, use, misuse or awarding of the Prize; (e) indemnifies the Released Parties from any and all losses that Sponsor may incur arising out of any act or omission by him/her in connection with the Promotion or the Prize; and (f) except where prohibited by law, acknowledges Sponsor’s and its authorized representatives’ right to publish and/or broadcast the winner's name and/or statements without further compensation other than the Prize offered. The wording of the Release will be determined by Sponsor, in its sole discretion. Sponsor may also add such other terms and conditions to the Release as Sponsor, in its sole discretion, may deem necessary. The selected Entrant must return the Release by the date indicated on the document. If the Release is not returned on time or is returned as non-deliverable, or if the selected Entrant is Canadian and fails to answer the skill-testing question correctly or is disqualified for any other reason, the Prize will be forfeited and another Entrant will be randomly selected from the remaining eligible entries until the Prize is successfully awarded.

7. **DISCLAIMERS.** The Released Parties assume no responsibility for and under no circumstances will the Released Parties be liable for, and they hereby disclaim all liability to any person or business entity for, any direct, indirect, special, incidental, consequential or other damages based on any Entrant’s participation in the Promotion, including for: (i) entries which are incomplete, unintelligible, lost, late or misdirected; (ii) technical failures of any kind, including but not limited to failure of the Internet during the Promotion Period, any problems, failure or technical malfunction of any telephone network or lines, online or electronic systems, servers, access providers, computer hardware or software, incomplete,

garbled or delayed Internet/email computer transmissions on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof or other failures related to hardware, software or virus; (iii) unauthorized human intervention in any part of the entry process or the Promotion; (iv) technical or human error related to the administration of the Promotion or the processing of entries; (v) any injury, loss or damage of any kind which may be caused, directly or indirectly, in whole or in part, from participation in the Promotion by any Entrant, use or misuse of the Prize or any part thereof; (vi) any use of the Website or any other website to which the Website is linked (including without limitation any injury or damage to an Entrant's or any other person's computer relating to or resulting from participation or downloading any materials in this Promotion); (vii) any condition caused by events beyond the control of the Sponsor; or (viii) any Entrant's failure to abide by the Official Rules. The limitations of liability set out in this Section 7 apply, without limitation, to any lost profits, and will apply even if Sponsor has been specifically advised of the possibility of such damages. By participating in the Promotion, participants and winner hereby release, discharge and hold harmless the Released Parties, and all others associated with the development and execution of the Promotion, from any and all losses, damages, rights, claims and actions of any kind arising out of or relating to the Promotion, participation in the Promotion, the Prize, and/or acceptance, possession, use or misuse of the Prize, including but not limited to statutory and common law claims for misappropriation or participant's right of publicity.

8. **GOVERNING LAW.** By participating in this Promotion, you agree to be bound by these Official Rules. All decisions of the Sponsor with respect to any aspect of the Promotion and these Official Rules, including, without limitation, the eligibility of entries and the winners are final and binding on all Entrants. For Canadian residents, the laws of [the Province of Ontario], excluding its provisions on conflict of laws, shall govern this Promotion. For Canadian residents, all disputes arising out of or connected with this Promotion will be resolved individually, and without resort to class action, exclusively by a court located in [Toronto, Ontario Canada] with respect to any matter arising hereunder or related hereto. For U.S. residents, the laws of the State of Delaware shall govern this Promotion and the arbitration provision set forth in Section 9 below shall govern this Promotion. These Official Rules state all of the terms and conditions governing the Promotion.
9. **ARBITRATION AGREEMENT: FOR U.S. RESIDENTS, PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.**
 - a. **Agreement to Arbitrate.** This Section is referred to in these Official Rules as the "Arbitration Agreement." You agree that any and all disputes or claims that have arisen or may arise between you and Sponsor, whether arising out of or relating to these Official Rules, the Promotion, your participation in the Promotion, the Prize, acceptance, possession, use or misuse of the Prize (including any alleged breach thereof), any advertising, any aspect of the relationship between us, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by participating in the Promotion, you and Sponsor are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The

Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

- b. **Prohibition of Class and Representative Actions and Non-Individualized Relief.** YOU AND SPONSOR AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND SPONSOR AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S).
- c. **Pre-Arbitration Dispute Resolution.** Sponsor is always interested in resolving disputes amicably and efficiently, and most concerns can be resolved quickly and to the participant's satisfaction by emailing info@solesavy.com. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Sponsor should be sent to SoleSavy US, Inc., 1209 N ORANGE ST WILMINGTON DE 19801 ("Notice Address"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Sponsor and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or Sponsor may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Sponsor or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Sponsor is entitled.
- d. **Arbitration Procedures.** Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Supplementary Procedures for Consumer-Related Disputes (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, http://www.adr.org/consumer_arbitration. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Official Rules as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under these Official Rules and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

- e. Unless Sponsor and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by AAA. If your claim is for \$10,000 or less, Sponsor agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.
 - f. **Costs of Arbitration.** Payment of all filing, administration, and arbitrator fees (collectively, the “Arbitration Fees”) will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. If the value of the relief sought is \$75,000 or less, at your request, Sponsor will pay all Arbitration Fees. If the value of relief sought is more than \$75,000 and you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of the Arbitration Fees, Sponsor will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Finally, if the value of the relief sought is \$75,000 or less, Sponsor will pay reasonable attorneys’ fees should you prevail. Sponsor will not seek attorneys’ fees from you. But, if you initiate an arbitration in which you seek more than \$75,000 in relief, the payment of attorneys’ fees will be governed by the AAA Rules.
 - g. **Confidentiality.** All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.
 - h. **Severability.** If a court or the arbitrator decides that any term or provision of this Arbitration Agreement other than Section 9(b) above is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court decides that any of the provisions of Section 9(b) is invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void. The remainder of these Official Rules will continue to apply.
10. **CHANGES AND CANCELLATIONS.** Sponsor reserves the right without prior notice, to cancel, terminate, modify or suspend the Promotion if, for any reason, the Promotion is not capable of running as planned or if the administration, security, fairness, integrity, or proper conduct of the Promotion is corrupted or adversely affected, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond its control. In the event of cancellation of the electronic portion of the Promotion, Sponsor may randomly select a winning entry from all eligible entries received prior to cancellation. Sponsor reserves the right to amend the Official Rules without prior notice if any factor interferes with the proper conduct of the Promotion as contemplated by these Official Rules. Should multiple users of the same email account enter the Promotion

and a dispute thereafter arise regarding the identity of the Entrant, the authorized account holder of said email account at the time of entry will be considered the Entrant. “**Authorized account holder**” is defined as the natural person who is assigned an email address by an Internet access provider, on-line service provider or other organization which is responsible for assigning email addresses or the domain associated with the submitted email address.

11. **OFFICIAL RULES AND WINNERS LIST.** For a copy of these Official Rules or for the name of the declared winner, send a request along with a self-addressed stamped envelope to the address listed below. Requests for winners list must be received no later than ninety (90) days from the Promotion Period (residents of Vermont and Washington need not include return postage).

1209 N ORANGE ST WILMINGTON DE 19801

12. **NOTICE.** The Sponsor reserves the right to prosecute and seek damages against any individual who attempts to deliberately undermine the proper operation of the Promotion in violation of these Official Rules and/or criminal and/or civil law.

13. Copyright 2022, SoleSavy US, Inc. All rights reserved. SoleSavy and the associated logos are trademarks of Sponsor. Any other trademarks in these Official Rules are used for Prize identification purposes ONLY and are the properties of their respective owners.