

Official Rules

"**Monster Match Climbing Competition**"

Sponsored by Send It Climbing, LLC

NO PURCHASE OR PAYMENT IS NECESSARY TO PARTICIPATE. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

The **Monster Match Climbing Competition** (the "Competition") is a competition that *A weeklong frighteningly fun climbing competition where you are encouraged to come climb in costume and try hard on some fun boulders.*

1. **Entry Period.** The Competition commences at **12:00 pm** on **October 26, 2020** and ends at **7:00 pm** on **October 31, 2020** (the "**Competition Period**"). Entrants must log their climbs in the MyClimb App ("**MyClimb**") by the end of the Competition Period. All interpretations of these Official Rules made by Send It Climbing, LLC ("**[Send It Climbing]**" or "**Sponsor**") relating to the Competition are final.

2. **Eligibility.** The Competition is open to persons who are at least 13 years of age at the time of entry, and legally and physically residing in the United States. All entrants under the age of 18 must have his/her parent's or legal guardian's permission to enter this Competition. Employees, officers, agents, directors of Send It Climbing, and its partners, sponsors, advertising and promotion agencies, legal and financial advisors and any entity which is involved in any aspect of the creation, production, operation or fulfillment of the Competition (the "**Competition Entities**"), and their immediate families (i.e. parents, spouse, siblings, children, grandparents, step parents, step children and step siblings, and their respective spouses, and those living in the same household, whether or not related) are not eligible to enter the Competition. By participating in the Competition, entrants, or an entrant's parent or legal guardian if the entrant is under the legal age of majority in his/her jurisdiction of residence (each, a "**Minor**") (a) agree to be bound by these Official Rules, by the interpretation of these official rules by Send It Climbing and by the decisions of Send It Climbing; (b) acknowledge compliance with these Official Rules; (c) represent and warrant that entrant meets all of the eligibility criteria set forth in these Official Rules; (d) agree to comply with any and all applicable federal, state and local laws, rules and regulations; and (e) agree to release and hold harmless the Competition Entities from and against all claims, injury, or damages arising out of or relating to participation in the Competition and/or the use, misuse or redemption of the Prize (hereinafter defined), and for any claim including claims based on defamation, publicity rights, invasion of privacy, copyright infringement, trademark infringement, or any other intellectual property related cause of action. The parents or legal guardians of Minors further represent and warrant that the entrant is capable of agreeing to these Official Rules and giving the consent contained herein.

3. **To Enter.** Entrants must log at least one climb in MyClimb during the Competition Period. There is no limit on the number of climbs that an entrant may log during the Competition Period. Use of MyClimb is subject to additional terms of use, which are located at <https://www.myclimbgym.com/terms> ("**MyClimb Terms**"). All entries submitted in compliance with these Official Rules and not disqualified are considered "**Eligible Entries**".

All information submitted by entrants is subject to and will be treated in a manner consistent with Send It Climbing's Privacy Policy accessible at <https://www.myclimbgym.com/privacy> ("**Privacy Policy**"). By participating in the Competition, entrants hereby agree that Send It Climbing may collect and use their personal information in compliance with its Privacy Policy and acknowledge that they have read and accepted the Privacy Policy. All information submitted by entrants is being provided to Sponsor.

By logging a climb in MyClimb, each entrant agrees that their climb information represents an actual climb completed and that entrant has not used any means to intentionally or knowingly generate false or inaccurate climb information. Send It Climbing reserve the right to void and disqualify any and all entries that it suspects have been falsely generated and logged or that otherwise violate the MyClimb Terms.

4. Winner Selection and Notification. Entrants will receive points (per MyClimb's algorithms) for each competition event per the rules of the competition. The entrant with the highest number of points at the end of the Competition Period (a "**Potential Winner**") will be contacted by Sponsor about a week after the competition via the email address associated with the entrant's MyClimb account. If a Potential Winner cannot be reached directly and/or does not meet the eligibility requirements, that Potential Winner will be disqualified and the entrant with the highest number of points will be selected as an alternate Potential Winner.

5 Ties. In the event that two or more entrants are tied, such tie will be broken by the discretion of the gym owner and the gym sponsor

6. Odds. The odds of winning the Competition will depend upon the total number of Eligible Entries and the total number of points earned by entrants during the Competition Period.

7. Prize. The Winner will receive (the "**Prize**"). The total approximate retail value ("**ARV**") of the Prize is 0. The ARV is subject to change based on current market conditions at time of Prize fulfillment. Any difference between the ARV and the actual value, if any, will not be awarded. Winner agrees that the ARV is an approximation and could be subject to review and redetermination by applicable taxing authorities.

8. Winner Verification. To be eligible to be selected as a Winner and to receive a Prize, the Potential Winner must sign and return to Sponsor, within three (3) days of issuance of such documentation from Sponsor, an Affidavit of Eligibility and Release that: (a) releases Competition Entities from any and all liability, loss, claims, demands, and causes of action for personal injuries or death and/or damage to personal or real property, theft, loss, or any other harm suffered directly or indirectly from Potential Winner's participation in the Competition, including, but not limited to, the acceptance, possession, or use or misuse of any Prize; and (b) except where prohibited by law, grants the Competition Entities the right to use such Potential Winner's name, picture and/or likeness, or biographical information or voice for trade, advertising and publicity purposes, in any media now known or hereafter devised, throughout the world, in perpetuity, without additional compensation or consideration or notification. Entry into the Competition constitutes an agreement to sign such Affidavit of Eligibility and Release. If a Potential Winner does not sign this release and return it within the time frame specified, the Potential Winner may be disqualified, at Sponsor's sole discretion, and the Prize forfeited.

Each Winner must also complete any additional legal documents provided by Sponsor with respect to the Prize and return them as instructed within the time frame specified or Winner may forfeit the Prize at Sponsor's sole discretion. If a Potential Winner is unable to participate in or accept the Prize or any portion of the Prize for any reason, Sponsor will have no further obligation to the Potential Winner. Prize or Prize documents returned as undeliverable will result in forfeiture of the Prize. Sponsor expressly reserves the right to delay the announcement of the Winners for any reason Sponsor deems necessary. In addition, Sponsor reserves the right to select an alternate Winner in the event that any Potential Winner fails to comply with these Official Rules or fails to execute the documentation within the time frame specified.

By participating in Competition, each Winner acknowledges that the Competition Entities have not and will not obtain or provide insurance of any kind relating to the Prizes and that each Winner will

be responsible for obtaining and paying for any form of insurance relating to the Prizes that each Winner deems appropriate.

9. **Prize Terms.** The date for fulfillment of the Prize will be on or about **October 31, 2020**, but is subject to change in the Sponsor's sole discretion. If for any reason any Prize is unavailable or any Prize or related event is delayed, cancelled or postponed, or for any other reason, Sponsor reserves the right to modify the Competition in its sole discretion and award a substitute Prize, or portion of a Prize, of comparable or greater value as set forth in these Official Rules. The prizes are not transferable, assignable or redeemable for cash except in the Sponsor's sole discretion. The Competition Entities shall have no responsibility or obligation to a Winner who is unable or unavailable to, or who does not for any reason, accept or utilize the Prize. All costs and expenses not specifically listed above as part of the Prize are solely Winner's responsibility. PRIZES ARE PROVIDED "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. ENTRANTS ACKNOWLEDGE THAT THE COMPETITION ENTITIES 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 THE PRIZES. Prizes pictured in online television, print advertising, and other Competition materials are for illustrative purposes only. Arrangements for the fulfillment of the Prizes will be made by Sponsor.

10. **Taxes.** All federal, state, country, provincial and other tax liabilities (including income and withholding taxes) and any other costs and expenses associated with prize acceptance and use not specified herein as being provided are the responsibility of the Winners. Each Winner who is a legal resident of the United States will be issued a 1099 for the actual value of his/her prize.

11. **Publicity Release.** By participating in the Competition, each Winner grants the right to Sponsor, and its representatives, affiliates, licensees and assigns, to record, film, videotape and photograph such Winner ("**Images**"). These Images will be owned by Sponsor. Sponsor and each of its designees shall have the right to use, re-use, reproduce, publish, display, exhibit, distribute, edit, adapt, post, stream, copy and exploit such Images, and all elements embodied therein, including any names, likenesses, address, voice, conversation, biographical and Prize information and any other attributes of such Winner, individually or with others, in whole or in part, in conjunction with other material, if any and all media now known or hereafter devised, for the purpose of trade, advertising, publicity, promotion, or list of Competition Winners or any other lawful purpose whatsoever, in perpetuity, throughout the world, without additional compensation, consideration, notification or permission, except where prohibited by law.

12. **General Terms.** The Competition Entities are not responsible if the Competition cannot take place, or if any Prize cannot be awarded due to delayed, interruptions or failures due to acts of God, war, natural disasters, weather, acts or threats of terrorism, strikes, lockouts, labor disputes, work stoppages, fire, acts of government, or other events outside of the reasonable control of the Competition Entities. If, for any reason, the Competition is not capable of running as planned, including (but not limited to) because of: computer virus, bugs, tampering, fraud, technical failures, or any other cause, the Sponsor reserves the right, in its sole discretion, to cancel, modify, or suspend the Competition without liability of any kind to the entrants. Sponsor reserves the right to modify and amend these Official Rules from time to time during Competition for clarification purposes. Failure by Sponsor to enforce any term of these Official Rules shall not constitute a waiver of that provision.

By participating in the Competition, all entrants agree to indemnify, defend and hold harmless the Competition Entities from any and all damages, claims, and liability (including attorney's fees and costs) arising out of or relating in any way to entrant's participation in the Competition and acceptance or use of any Prize and to release all rights to bring any claim, action or proceeding against the Competition Entities. This includes, but is not limited to, any and all claims, demands, and causes of action for personal injuries or death and/or damage to personal or real property, theft,

loss, or damage of any kind, or any other harm suffered directly or indirectly arising from or in connection with any Potential Winner's participation in and/or entry into the Competition or acceptance or use of any Prize or, including, but not limited to, traveling to, preparing for and/or participating in any Competition Prize related activity and for any claims based on publicity rights, defamation, invasion of privacy and merchandise delivery.

The Competition Entities assume no responsibility for and will disqualify entries that are: stolen, late, lost, illegible, incomplete, invalid, unintelligible, altered, tampered with, unauthorized, fraudulent, damaged, destroyed, delayed, misdirected, not received, or that have incorrect or inaccurate information, whether caused by any of the equipment or programming associated with or utilized in the Competition, or by any human, mechanical or electronic error which may occur in the processing of the entries in the Competition, or other errors appearing within the Official Rules or in any Competition related advertisements. The Competition assume no responsibility for any typographical or other error in the printing of the offer, administration of the Competition, errors in processing entries, identifying the Winners, in the announcement of the Prizes and Winners, and the delivery of the Prizes, any problems or technical malfunction of any telephone network or lines, mobile phone, computer systems, online systems, servers or providers, computer equipment, software, failure of any e-mail on account of technical problems or traffic congestion on the Internet or on any web site, or any combination thereof, including, without limitation, any injury or damage to entrant's or any other person's computer system/software or mobile phone or other portable electronic device related to or resulting from downloading any materials in connection with the Competition.

AS A CONDITION OF ENTERING THE COMPETITION, ENTRANT AGREES THAT: (I) UNDER NO CIRCUMSTANCE 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 OUT-OF-POCKET EXPENSES; (II) ALL CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS COMPETITION, OR ANY PRIZE AWARDED, SHALL BE RESOLVED INDIVIDUALLY -- WITHOUT RESORT TO ANY FORM OF CLASS ACTION -- BY BINDING ARBITRATION (BY A SINGLE NEUTRAL ARBITRATOR) IN ACCORDANCE WITH THE EXPEDITED RULES OF THE AMERICAN ARBITRATION ASSOCIATION; (III) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, BUT IN NO EVENT SHALL SUCH CLAIMS, JUDGMENTS OR AWARDS INCLUDE ATTORNEYS' FEES. THIS COMPETITION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA EXCLUSIVE OF ANY CONFLICT OR CHOICE OF LAW RULES; AND (IV) THE PARTIES CONSENT TO EXCLUSIVE PERSONAL JURISDICTION IN CALIFORNIA.

ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE COMPETITION MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAW AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

ANY PRIZES WHICH MAY BE OFFERED IN CONNECTION WITH THE COMPETITION ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" AND WITHOUT WARRANTY OF ANY KIND INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

13. Severability. To the extent that any provision of this agreement or any paragraph, term, sentence, phrase, clause or word of this agreement shall be found to be void, illegal or unenforceable for any reason (and not subject to further appeal), (i) the remaining terms and provisions hereof shall be unimpaired and shall remain in full force and effect, and (ii) the illegal, invalid or unenforceable provision or term shall be replaced by a term or provision that is valid and

enforceable and that comes closest to expressing the intention of such invalid or unenforceable term or provision.

14. Request for Names of Winners and Official Rules>. All requests for a copy of the Official Rules and for a list of the winners of the Competition must be made by **October 31, 2020**. For the list of Winners and/or a copy of the Official Rules: (i) send a self-addressed stamped envelope to Send It Climbing, LLC, Attention: "**Monster Match Climbing Competition**", P.O. Box 988, Boulder, CO 80306; and (ii) write, as applicable, "Winners List" or "Official Rules" on the lower left hand corner of the envelope. Additionally, a list of winners will be posted inside of the application on the competition page, and in an announcement post within the application.

Sponsor/Administrator. As stated above, the official sponsor and administrator of the Competition is Send It Climbing, LLC, located P.O. Box 988, Boulder, CO 80306.

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