

## **“ON TOUR” 2016 | Terms and Conditions**

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### **Rules and Regulations**

By participating in the Contest, each Entrant (as defined below) fully and unconditionally agrees to be bound by and accepts these official Terms and Conditions of On Inc. or its designee (including, without limitation, decisions regarding eligibility of entries, judging of entries and the selection of winner), which decisions are final and binding in all respects.

This Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram, YouTube, Tumblr, Google+, Pinterest, Snapchat, Periscope or Twitter. You are providing your information to On and agencies acting on its behalf with regard to this promotion, and not to Facebook, Instagram, YouTube, Tumblr, Google+, Pinterest, Snapchat, Periscope or Twitter. Please see the “Entry Guidelines” section below for details regarding the use of personal information collected in connection with this Contest.

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### **Eligibility**

The “On Tour” contest is open only to individuals who, as of the date of entry, are permanent legal residents of the fifty (50) United States or the District of Columbia and are at least twenty-one (21) years of age. Void where prohibited by law and in any location outside the fifty (50) United States and the District of Columbia. Employees of On Inc. its subsidiaries, affiliates, and divisions, and the immediate family members (defined as parents, spouses, children, siblings, grandparents, grandchildren and their respective spouses, whether by current marriage, past marriage, adoption or as in-laws) or members of the same household (whether related or not) of each such employee are NOT eligible to enter or win. Individuals who are currently paid or unpaid product ambassadors for On Inc. are eligible to enter. For the purpose of the Contest, the entrant (“Entrant”) is the natural person who completes the entry in accordance with the instructions set forth in these Official Rules. Entrants must be able to travel to Portland, OR for three (3) days in May for interviews. Entrants must be willing to become temporary registered employees of On Inc. and be away from home/work for approximately four (4) months between June - September 2016. Entrants shall not be allowed to work for anyone else in the event they win the Grand Prize and represent On Inc. on the Tour. On Inc. reserves the right to request that Entrants provide a form of identification prior to the award of any prize. Applicants may not have more than three (3) moving violations or chargeable accidents in the past three (3) years and/or one (1) or more major violation in the past five (5) years. Major Violations/Actions include driving while intoxicated or under the influence of intoxicating liquor or any drug (DUI, DWI); possession of an open alcoholic beverage container; disregarding or evading a police officer; driving with a suspended or revoked license due to driving record; driving on the wrong side of the road; failure to comply with implied consent law; felony involving a motor vehicle, hit and run, eluding or leaving the scene of an accident; manslaughter with or without gross negligence; possession of a controlled substance; reckless or careless driving, drag racing, or speed contest; speeding over thirty (30) miles per hour over the speed limit; filing a false report; and/or ignition interlock device requirement.

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### **Timing**

The Contest begins March 14, 2016 at 12:01 a.m. Pacific Standard Time (“PST”) and ends April 30, 2016 at 11:59 p.m. PST (the “Contest Period”). On Inc.’s computer is the official time-keeping device for the Contest.

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## How To Enter

No purchase is necessary to win, and purchase does not improve likelihood of winning. Void where prohibited by law. Enter at **[start.on-running.com/ontour](http://start.on-running.com/ontour)**. Each entry consists of a Submission (as defined below) that meets all of the Submission Requirements (as defined below).

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## Submission Requirements

Each Submission must comply with the following requirements (the “Submission Requirements”):

- Video Submissions.
  - Submission must be primarily in English.
  - Video submission should be between 30 seconds and 2 minutes long and must include an Entrant explaining/showing why they would be perfect to represent On Inc. on the road tour and how they live the On lifestyle of adventure and fun.
  - Submissions must not contain any of the following content that:
    - Is sexually explicit or suggestive.
    - Violent or derogatory of any ethnic, racial, gender, religious, professional or age group
    - Is profane.
    - Promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing).
    - Promotes any activities that may appear unnecessarily unsafe or dangerous.
    - Promotes any particular political agenda or message.
    - Is obscene or offensive.
    - Endorses any form of hate or hate group.
    - Appears to duplicate any other submitted submission.
    - Contains any personal identification, such as license plate numbers, e-mail addresses or street addresses.
    - Contains copyrighted materials owned by others or any trademarks, names or logos owned by others.
    - Communicates messages inconsistent with the positive images and/or good will to which On Inc. wishes to associate; and/or violates any law.

The Submission, in its entirety, must be a single work of original material created by the Entrant. By entering the Contest, each Entrant represents, acknowledges, and warrants that (a) the submitted Submission is an original work created solely by Entrant, (b) the Submission does not infringe on the copyrights, trademark rights, moral rights, rights of privacy or publicity, or other intellectual property rights of any person or entity, and (c) no other party has any right, title, claim, or interest in the Submission. All Submissions that do not comply with these Official Rules or that otherwise contain prohibited or inappropriate content deemed unacceptable by On Inc., in its sole discretion, will be disqualified and will not be published. On Inc. makes the final determination as to which Submissions are eligible to take part in this Contest. On Inc. reserves the right to modify the criteria, dates, & guidelines of the Contest at any time.

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## Entry Guidelines

By entering in the Contest, each Entrant agrees that On Inc. may collect his or her personal information as provided by the Entrant, and that if Entrant does not provide all information as required by these Official Rules, Entrant will not be eligible. All information collected by On Inc. in the course of entering the Contest may be shared with On Inc.’s promotional partners and will be subject to On Inc.’s Privacy Policy, located at [clouds.on-running.com/en-us/privacy](http://clouds.on-running.com/en-us/privacy). All submissions become the property of On Inc. and will not be returned. Once submitted, a submission cannot be modified, deleted, or cancelled. On Inc. must receive all



submissions during the Contest Period. By submitting your submission, you hereby assign to On Inc., without condition, limitation, or reservation, all rights, title, and interest in and to such Entrant's Submission, in whole or in part, in any manner or medium and unlimited right to display, reproduce, record, exhibit, distribute, copy, edit, change, modify, add to, subtract from, re-title, any derivative works thereof, and all intellectual property rights to each of the foregoing. On Inc. shall own all right, title, and interest in and to all submissions, images, logos, trademarks, service marks, and promotional and marketing materials and all intellectual property rights therein, related to the Contest, winner selection process, and/or award of prizes. No facsimiles photocopied or mechanically reproduced entries allowed. Proof of submission will not be deemed to be proof of receipt by On Inc. All Entrants and entries subject to verification prior the awarding of any prize, as are the eligibility, age, and other claims of/information provided by a potential prizewinner. Entrant assumes all risk, liability and financial responsibility for attempting any activity on the Submission.

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### **Agreement to Official Rules and Decisions**

By participating in the Contest, each Entrant fully and unconditionally agrees to be bound by and accepts these Official Rules and the decisions of On Inc. or its designee (including, without limitation, decisions regarding eligibility of entries, the selection of Entrants and the winner, and the awarding of the prize), which are final and binding in all respects.

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### **Selection of Winners**

Finalist - After the Contest Period, On Inc. shall rate all Submissions and select the five (5) Submissions with the highest-score (the "Finalist") from among all eligible Submissions based on the following criteria ("Judging Criteria"):

- Relevancy to and fit with the qualities of the On brand (40%).
- Relevancy to the Contest (40%).
- Creativity/originality of the Submission (20%).

In the event of a tie, the entrant whose Submission received the highest score for "Creativity/originality", as determined by the qualified judges, in their sole discretion, will be deemed a Semi-Finalist winner.

Entrants shall be judged on the following criteria:

- Knowledge of On Inc.'s products and brand.
- Passion for running.
- Social media savvy and core competency.
- Writing & storytelling.

Finalist shall also submit to a background check, motor vehicle check, and criminal background check.

After the interview process, On Inc. shall select the Contest Winner.

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### **Contest Winner**

The Contest Winner must successfully pass a drug test, background check, motor vehicle check, and criminal background check. The Contest Winner must also follow all DOT regulations while operating the vehicle. The respective participant can only claim the position personally. It is not possible for a third party to claim the position. The Contest Winner must comply with all terms and conditions of these Official Rules. Winning is contingent upon fulfilling all requirements in full. In order to claim the position, the potential Contest Winner must respond to On Inc. within five (5) days of receiving notice of winning. In the event that a potential Contest Winner fails to respond within this time frame, On Inc. may select an alternate winner based on the judges' recommendations. An alternate winner will be subject to the terms and conditions set forth herein.



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### **Publicity**

Except where prohibited by law, participation in the Contest constitutes winner's consent to On Inc.'s use of winner's name, biography, likeness, voice, photographs, video, opinions, statements, hometown, state and country for promotional purposes in any manner, consideration, notice, review or consent.

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### **General Conditions**

On Inc. reserves the right, in its sole discretion, to terminate, modify, or suspend the Contest if, in On Inc.'s opinion, there is any suspected or actual evidence of tampering with any portion of the Contest, or if unauthorized intervention, fraud, technical difficulties or failures or any other factor beyond On Inc.'s reasonable control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest. On Inc. 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 Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest is a violation of criminal and civil laws, and, should such an attempt be made, On Inc. reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. On Inc.'s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other provision of these Official Rules.

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### **Release and Indemnity**

By entering the Contest, each Entrant, to the maximum extent permitted by law, agrees to forever and irrevocably release, indemnify and hold harmless On Inc. and its affiliates, subsidiaries, partners, or agents and their respective employees, officers, directors, and representatives from and against all claims, damages or liabilities arising in whole or in part, directly or indirectly, from Entrant's participation and/or entry in the Contest, any Contest-related activities, and/or Entrant's acceptance, receipt, use, misuse, or possession of or participation in any prize awarded in the Contest.

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### **Limitations of Liability**

On Inc. is not responsible for: (a) incorrect or inaccurate transcription of entry information or late, lost, stolen, unintelligible, illegible, damaged, mutilated, altered, incomplete, misdirected entries or entries received through impermissible or illegitimate channels, all of which will be disqualified; (b) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer online systems, computer equipment, website, server provider, network, hardware or software, or garbled, corrupt, or jumbled transmissions; (c) the unavailability or inaccessibility of any website or service; (d) unauthorized intervention in any part of the entry process or the Contest; (e) printing, typographical, electronic or human errors which may occur in the offer or administration of the Contest or the processing of entries; or (f) any injury or damage to persons or property.

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### **Disputes**

Entrant agrees that this Contest shall be subject to and governed by the laws of the State of Oregon, and any and all disputes, claims, and causes of action arising out of or connected with the Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and solely and exclusively in a federal or state court located in the State of Oregon. Entrant submits to sole and exclusive personal jurisdiction to such courts in the State of Oregon for any such dispute and irrevocably waives any and all rights to object to such jurisdiction.

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### **Win List**

The name of the Contest Winner will be available upon request by emailing [olivia.ragan@on-running.com](mailto:olivia.ragan@on-running.com) after May sixth (6), 2016.

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### **Sponsor**

On Inc. | 1937 NW Quimby Street, Portland, OR 97209

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