

OFFICIAL RULES FOR THE 40 Years BOLD Contest

Sweepstakes Rules

By participating, entrants and prize winners (herein sometimes referred to as “you”) agree to the rules (“Official Rules”) of the BolderBOULDER 40 Years Bold Contest (the “Sweepstakes”) and you represent that you satisfy all eligibility requirements. The Sweepstakes is sponsored by BolderBOULDER, Inc. (the “Sponsor”) and is in no way sponsored, endorsed, or administered by, or associated with, Facebook. By entering the Sweepstakes, you are providing your information to the Sponsor and not to Facebook.

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

1. Eligibility

The Sweepstakes is open to legal residents of the fifty (50) United States (excluding Puerto Rico, and any territories of the United States) and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of Sponsor and Sponsor’s affiliates and subsidiaries, as well as the immediate family (spouse, parents, siblings, and children) and household members of such employees are not eligible to enter or win.

2. Agreement to Official Rules

Participation in the Sweepstakes constitutes entrant’s full and unconditional agreement to and acceptance of (a) these Official Rules; and (b) the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

3. Sweepstakes Period

The Sweepstakes begins on August 21, 2017 at 8:00 A.M. (MST) and ends on February 15th, 2018 at 5:00 PM (MST) (the “Sweepstakes Period”). Entries that are submitted before or after the Sweepstakes Period will be disqualified. Sponsor is not responsible for lost, late, incomplete, inaccurate, illegible, stolen, misdirected, delayed or destroyed entries. Incomplete information may result in disqualification of entry. Entries received by automated, programmed, robotic or like forms of entry will be disqualified. Proof of sending is not proof of receipt by Sponsor. Entry will be deemed to be made by the “account holder” of the email address submitted at the time of entry. The “account holder” is the natural person assigned to the e- mail address by an Internet Service Provider responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor reserves the right, in its sole discretion, to modify, suspend or terminate this Sweepstakes should a problem arise beyond the control of Sponsor. Failure of Sponsor to enforce any term of these Official Rules shall not constitute a waiver of that provision.

4. How to Enter

Visit the BoulderBOULDER webpage <http://bb10k.bolderboulder.com/40-years-bold/> during the Sweepstakes Period. Next, complete the registration form (the "Registration Form") with your full name valid email address, and upload your BoulderBOULDER story describing a unique BoulderBOULDER race experience, training story or any other personal story that you can relate to the BoulderBOULDER race. Your 40 Years BOLD story can be told through a written essay, photos with a summary, or a video. Written essay submissions are limited to 500 words and photo submissions are limited to 5 MB in size. Once you have uploaded the completed Registration Form, confirm that you are 18 (eighteen) years of age and that you have read and understood these Official Rules, and upon doing so, click "Submit" and you will be entered into the Sweepstakes. You can also enter the sweepstakes by posting a photo on Instagram, Facebook or Twitter with a description of your 40 Years Bold story by posting with #40YearsBold hashtag. If it is discovered that you have registered or attempted to submit more than one (1) Entry or have attempted to register multiple times using multiple identities, Facebook accounts or email addresses, all of your Entries will be declared null and void, and you will be disqualified. Entries must be received during or before the end of the Sweepstakes Period. Each written story, photo or video submission will be subject to Facebook's Terms of Use (found at www.facebook.com), and also may be screened by the Sponsor for eligibility before being posted on the Website. Additionally, all stories, photos and video submissions must comply with the submission requirements set forth in these Official Rules. Stories, photos and videos that do not meet the requirements will be removed from the Website and the submission will be disqualified from the Sweepstakes

5. Ownership/Use of Entry

BY SUBMITTING AN ENTRY, ENTRANT ACKNOWLEDGES THAT HIS/HER ENTRY MAY BE POSTED OR USED BY SPONSOR IN ANY WAY INCLUDING WITHOUT LIMITATION POSTING ON WEBSITES OR USE IN PROMOTIONAL OR MARKETING MATERIALS, IN SPONSOR'S DISCRETION. By submitting an Entry you hereby grant Sponsor and its agents an unlimited, worldwide, perpetual and transferable license and right to publish, use, publicly perform, adapt, edit, and/or modify the Entry in any way, in any and all media, without limitation, and without consideration to the entrant. By accepting the prize, each winner agrees that his/her Entry will be deemed a Work Made For Hire under the Copyright laws of the United States, but if it cannot be so deemed, then the Winner irrevocably assigns and transfers to Sponsor all of his/her right, title and interest in and to his/her winning Photo or video submission, including all but not limited to all copyright and trademark rights which he or she may have, in the United States and worldwide, therein, for consideration, the receipt and sufficiency of which is hereby acknowledged. Winner hereby relinquishes and assigns in favor of Sponsor, all rights of "Droit Moral" or "Moral Rights of Authors" or any similar rights or principles of law that winner may now or later have to their Entry. Sponsor reserves the right to alter, change or modify the winning Entry, in its sole discretion. Upon request of Sponsor, Winner shall execute and deliver such additional instrument of assignment as may be solely deemed by Sponsor reasonably necessary to establish the ownership of record of the right, title and interest in and to the Entry and of the copyrights transferred and "Moral Rights of Authors" waived under these Official Rules. Should Sponsor fail to request the said assignment as stated, that shall not be deemed a waiver of Sponsor's rights and Sponsor may at a later time request the assignment.

6. Selection of Winner

The BolderBOULDER will select three (3) finalists of the Prize in a selected drawing from among all eligible entries received during the Sweepstakes Period. Three finalists will be chosen on March 1st, 2017. The three (3) finalists selected will have their story told by our professional videographer. After the finalists have been selected, their content will be re-broadcasted on Facebook for BolderBOULDER fans to vote on a winner. The Grand Prize winner will be announced on May, 28th, 2018 at the BolderBOULDER memorial celebration. The winning story will also be broadcasted on the video boards inside the University of Colorado's Folsom Field on May 28, 2018. Being selected to win a Prize is contingent upon fulfilling all requirements set forth in these Official Rules. The odds of being selected depend on the number of entries received.

7. Winner Notification

The Sponsor will attempt to notify the three (3) finalists by email. In order to claim his/her prize, each winner will be required to complete, sign, submit and verify name, personal residence, date of birth, and personal tax information required by Sponsor, which includes but is not limited to an affidavit of eligibility, a liability release, and a publicity release within five (5) business days of the date Sponsor first attempts to notify the winner. If any winner cannot be contacted, or fails to submit the required documentation, or the prize is returned as undeliverable, winner forfeits prize. If any winner is at least 18 but still considered a minor in his/her jurisdiction of residence, Sponsor reserves the right to award the prize in the name of his/her parent or legal guardian, who will be required to sign the documentation on the winners behalf and fulfill any other requirements imposed on winner set forth herein. The winners must continue to comply with all terms and conditions of these Official Rules and winning are contingent upon fulfilling all requirements. In the event that a winner is disqualified for any reason, Sponsor may, but is not required to, award the prize to an alternate winner by random drawing from among all remaining eligible entries.

8. Prizes

The Sweepstakes will award three (3) prizes (the "Prize") to the three (3) finalists as set forth in Section 6 above. All finalists will receive a BolderBOULDER 40 Year Anniversary Giveaway including (2) nights at the Millennium Harvest Hotel, (2) BolderBOULDER race entries, (2) passes to the BolderBOULDER VIP Party and (2) places on either the Men or Women's Press Trucks. The grand prize winner will receive: A free BolderBOULDER race entry for the rest of his or her life. No substitution of the Prize is allowed by the winner, but Sponsor reserves the right to substitute a prize or prizes of equal or greater approximate retail value for the Prize. The Prize is not transferrable and is not redeemable by the winner for cash value. All taxes, fees, and surcharges on prizes are the sole responsibility of each winner.

9. General Conditions

In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Sweepstakes is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules, or

(b) terminate the Sweepstakes. Sponsor has the option to, in the event of termination, award the prize at random from among eligible, non-suspect entries received up to the time of the impairment, if any exist. The 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 Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the website or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

10. Release and Limitations of Liability

By participating in the Sweepstakes or accepting a Prize, you hereby release and hold harmless the Sponsor, its officers, directors, employees, shareholders, and representatives, and to release and hold harmless Facebook, and each of their respective parents, subsidiaries, affiliates, and agents, and each of its and their respective officers, directors, employees, shareholders, representatives, and agents from and against any claims, costs, injuries, losses, liabilities or damages arising out of or in connection with the Sweepstakes and/or awarding, receipt, possession, use and/or misuse of the Prize, including, but not limited to: (a) personal injury, death, and property damage, (b) claims based on violation of publicity rights, defamation, or invasion of privacy, (c) lost, late, postage due, misdirected, or undeliverable mail, (d) technical errors related to computers, servers, providers, or telephone network lines, (e) printing errors, (f) typographical errors, however caused, in entries, and (g) errors in the administration of the Sweepstakes or the processing of entries. You waive any right to inspect or approve uses of your entry or your name and likeness and you waive any right to be compensated for such uses. You hereby represent you have read and understand these Official Rules.

BY ACCEPTING A PRIZE, EACH WINNER ACKNOWLEDGES THAT THE PRIZE IS AWARDED "AS IS" AND RELEASES AND AGREES TO INDEMNIFY AND HOLD HARMLESS SPONSOR ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHODERS AND REPRESENTATIVES AND TO RELEASE AND AGREE TO HOLD HARMLESS FACEBOOK FROM ANY AND ALL LIABILITY FOR ANY INJURY, LOSS, OR DAMAGE OF ANY KIND TO PERSONS, INCLUDING DEATH AND PROPERTY, ARISING FROM OR IN CONNECTION WITH ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE, PARTICIPATION IN THIS SWEEPSTAKES, OR ANY SWEEPSTAKES-RELATED ACTIVITY.

11. Disputes/Choice of Law

(1.) Any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded will be resolved by the laws of the State of Colorado. (2) Any disputes will be resolved by arbitration through the Judicial Arbiter Group in Denver, Colorado, in accordance with the arbitration laws of the State of Colorado. (3.). Each party acknowledges that they are waiving their right to a trial to a court or by jury.

12. Consumer Disclosure.

Pursuant to C.R.S.6-1-803.

As detailed in this agreement and restated here:

- By entering into this Sweepstakes, you have not nor are you guaranteed to win the prizes.
- There is no purchase necessary to enter or to win, and a purchase will not increase your - chances of winning.
- The Sweepstakes will award three (3) finalists prizes (the "Prize") to three (3) winners. The grand prize winner will receive: BolderBOULDER Race Entries for the rest of his/her life.
- The odds of being winning depend on the number of entries received.
- BolderBOULDER Inc., located at 5500 Central Ave Suite 110, Boulder, Colorado 80301 is the Sponsor of this Sweepstakes.
- If you are selected as a Prize winner, receipt of the Prize is subject to the restrictions - contained in Section 7 above and as otherwise set forth herein.
- The deadline to enter the Sweepstakes is February 15th, 2018 at 5:00 PM (MST).

13. Privacy and Publicity

The personal information collected from you in connection with the Sweepstakes will be used by Sponsor for the purpose of administration of the Sweepstakes and as otherwise permitted in accordance with these official rules. By participating in the Sweepstakes, you agree to Sponsor's collection and usage of your personal information as provided herein. Except where prohibited, participation in the Sweepstakes constitutes your consent to Sponsor's use of your name, likeness, voice, opinions, biographical information, state of residence, and the use of your story, photo, or video for promotional purposes in any media without further payment or consideration to you.

14. Winner's Name

To request the name of the winners send a self-addressed, stamped envelope to I AM BOLDER Winner's List, BolderBOULDER, 5500 Central Ave Suite 110, Boulder, Colorado 80301. Requests will only be accepted within four (4) weeks of the end date of the Sweepstakes Period.

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