

## **Under Armour/Hibbett Sports/Falcons Win-Win Challenge Official Rules 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/Hibbett Sports/Falcons Win-Win Challenge (the "Contest") is sponsored by Under Armour, Inc., a Maryland corporation located at 1020 Hull Street, Baltimore, MD 21230 (the "Sponsor") and is administered by Hibbett Sporting Goods, Inc., a Delaware corporation located at 451 Industrial Lane, Birmingham, AL 35211 ("Hibbett"). Sponsor and Hibbett are collectively referred to herein as the "Contest Entities".

**3. Eligibility:** The Contest is open only to legal residents of the state of Georgia who are 13 years of age or older at the time of entry and who are entering on behalf of a public or private high school located in the state of Georgia. Employees of the Contest Entities and their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. Subject to all applicable federal, state, and local laws and regulations. Participation constitutes Contestant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**4. Entry:** There are two (2) way(s) an eligible individual (a "Contestant") may enter. When the Atlanta Falcons football team wins a game, Contestants may either (a) submit an entry online or (b) submit an entry at a participating Hibbett Sports store located in Georgia. No other method of entry will be accepted. For a complete list of participating Hibbett Sports stores, visit [www.hibbett.com](http://www.hibbett.com). Each entry must be completed in its entirety, including designating the winning Atlanta Falcons football game on which the entry is based and the high school on which behalf the entry is submitted. To enter online, go to [www.hibbett.com](http://www.hibbett.com) and follow the directions to complete and submit the online entry form. To enter at a participating Hibbett Sports store, complete and submit an entry card in the specially designated submission box. See store associate for details. Entries will be accepted beginning August 15, 2010 at 10:00 a.m. EDT through December 27, 2010 at 11:59 p.m. EST (the "Contest Period"). The Sponsor is not responsible for lost, misplaced, illegible, mutilated, incomplete or undelivered entries, and such entries will be deemed invalid. There is no limit on the number of entries per person regardless of method of entry. All entries become the property of Sponsor and will not be acknowledged or returned. Photocopied, facsimiled, mechanically reproduced, or 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. Criteria:** The winning school will be selected based on the number of entries received on behalf of each Georgia high school during the Contest Period. The Georgia high school with the greatest number of valid entries submitted on its behalf during the Contest Period will be selected as the winning school, subject to the terms of these Official Rules.

**6. Selection of Winning School:** The selection process will be conducted as follows: A representative of the Sponsor will count all valid entries on or around January 16, 2011.

**7. Winner Notification and Qualification:** The potential winning school will be notified by phone and/or by email or mail or express mail, whichever is deemed appropriate by the Sponsor on or about January 18, 2011. Return of any prize/prize notification as undeliverable, including failure to respond within five (5) days of the delivery of such notification by the Sponsor, may result in disqualification. The winning school must sign and return a Publicity/Liability Release and must agree to accept the prize within seven (7) days of first attempted notification. If a potential winning school cannot be contacted, declines to accept the prize, or fails to sign and return the Liability & Publicity Release, such potential winning school forfeits prize and the prize will be awarded to the school with the next highest number of valid entry forms submitted on its behalf. The potential winning school must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. In the event that a potential winning school is disqualified for any reason, Sponsor reserves the right, in its sole discretion, to award such prize to the school with the next highest number of valid entry forms submitted on its behalf.

**8. Prize:** The winning school will receive: (a) \$5,000; (b) Under Armour products of Sponsor's choice (approx. retail value: \$5,000); and (c) and Under Armour Falcons Pep Rally to be held at the school. Total prize retail value estimated at \$11,500. The Under Armour Falcons Pep Rally must be held no later than February 26, 2011. The Prize will be awarded to the winning school only. No portion of the prize will be awarded to any individual. Any difference between the stated value and actual value of the prize will not be awarded. The value of the prize may be taxable as income if the winning school is a taxable entity. The winning school is solely responsible for all applicable federal, state and local taxes that become due. The winning school must provide a federal tax ID number or proof of tax-exemption status prior to receiving the prize. 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.

**9. Release:** By receipt of the prize, winning school agrees to release and hold harmless the Contest Entities 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 Contest or receipt or use or misuse of any prize.

**10. Use of Entry/Publicity.** Acceptance of prize constitutes permission for the Contest Entities to use winning school's name, logo, mascot and likeness for advertising and promotional purposes without compensation unless prohibited by law. By submitting an entry, the Contestant and winning school hereby expressly grants to the Contest Entities an irrevocable, royalty-free, worldwide license in perpetuity to reproduce, distribute, adapt, modify, publicly perform, and display the entry, and otherwise use and exploit all or any part of the entry by any method (now existing or later developed) for any purpose whatsoever including, but not limited to hosting and displaying the entry on the Contest Entities' websites in conjunction with the promotion of the Contest Entities' products. If Contestant's or winning school's voice, likeness, photograph, or other rights of publicity appear in the entry, Contestant hereby grants to the Contest Entities an irrevocable, royalty-free, worldwide license in perpetuity to use Contestant's rights of publicity in connection with the entry for any purpose whatsoever including but not limited to the Contest and related activities. Contestant and winning school also grants to the Contest Entities a license to use his or her or its name to identify the source of the entry. Further, if a third party's rights of publicity appear in the entry, Contestant represents and warrants to the Contest Entities that s/he has secured and hereby grants to the Contest Entities a license to use such third party's rights of publicity to the same extent as his or her own rights of publicity. Contestant and winning school shall indemnify, defend and hold harmless the Contest Entities from any and all claims, demands, causes of action or damages, costs and expenses (including attorneys' fees) brought against the Contest Entities based upon the Contest Entities' use of the entry and any proprietary rights embodied therein. Contestant and winning school hereby waives, releases and discharges any and all claims whatsoever against the Contest Entities for its use of the entry (including, but not limited to any alleged or actual infringement or misappropriation of any proprietary rights in any information contained in the entry submitted to the Contest Entities). All entries sent to the Contest Entities will be treated as non-confidential and non-proprietary. Contestant and winning school agree that the Contest Entities are not required to use the information contained in the entry in any manner and that if the Contest Entities use an entry, the Contest Entities may remove a portion of or the entire entry at anytime without notice to Contestant.

**11. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Contest, 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 Contest, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any individual or high school 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 any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest 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 Official Rules shall not constitute a waiver of that provision. Contestant represents and warrants that: (a) s/he is the sole and exclusive owner of all rights in and to any information contained in the entry (except for any third party rights of publicity in the Entry, to which Contestant has obtained **or will obtain** the right to license such publicity rights to the Contest Entities in accordance herewith); (b) the information contained in the entry is not libelous, slanderous, or defamatory in nature; (c) the Contest Entities' use of the information contained in the entry shall not infringe the proprietary rights of any third party (including, but not limited to third party rights of publicity) and (d) Contestant is 13 years of age or older at the time of entry and if Contestant is a minor, Contestant has obtained his or her parent's or legal guardian's permission to enter. Breach of any of the foregoing representations shall disqualify the Contestant's entry from being counted toward the winning school.

**12. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Contestants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (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 Contest; (4) technical or human error which may occur in the administration of the Contest or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Contestant's participation in the Contest or receipt or use or misuse of any prize or (7) any changes in the Contest Period caused by labor strikes, acts of God, or other events beyond the Released Parties' control. The Released Parties make no representation or warranties

concerning the appearance, safety or performance of any prizes awarded. If for any reason a Contestant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Contestant's sole remedy is another entry in the Contest. No more than the stated number of prizes will be awarded.

**13. Disputes:** As a condition of participating in this Contest, Contestant and winning school agree that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with the Contest 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, Contestant shall, under no circumstances, be entitled to claim punitive, incidental, or consequential damages, or any other damages, including attorneys' fees, other than Contestant's actual out-of-pocket expenses (if any) associated with participating in the Contest, and Contestant hereby waives all rights to have damages multiplied or increased.

**14. Privacy:** By participating in this Contest, Contestant acknowledges and agrees that the Contest Entities may collect personal information submitted by Contestant, and use the information pursuant to their privacy policies available at [www.underarmour.com](http://www.underarmour.com) and [www.hibbett.com](http://www.hibbett.com).

**15. Winner List:** To find out the winning school, send a self-addressed stamped envelope after January 18, 2011 to: Under Armour/Hibbett Sports/Falcons Win-Win Challenge, 1020 Hull Street, Baltimore, Maryland 21230.