

SIX:02 #DONTWEATYOURPANTS INSTAGRAM SWEEPSTAKES OFFICIAL RULES

NO PURCHASE REQUIRED TO ENTER OR WIN

1. **ELIGIBILITY:** The “SIX:02 #DontSweatYourPants” Contest (the “Contest”) is open only to persons who, at the time of entry, are legal residents of the fifty (50) United States or the District of Columbia and are at least thirteen (13) years of age. Employees of Foot Locker Retail, Inc. or its affiliated companies, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Contest is subject to federal, state, and local laws and regulations and is void in Puerto Rico and where prohibited by law.
2. **SPONSOR:** The Contest is sponsored by Foot Locker Retail, Inc., d/b/a SIX:02, 112 West 34th Street, New York, NY 10120 (the “Sponsor”). Instagram is not a sponsor of, or otherwise associated with, this Contest.
3. **AGREEMENT TO OFFICIAL RULES:** Participation in the Contest constitutes an entrant’s full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein.
4. **ENTRY PERIOD:** The Contest begins at 12:00 a.m. ET on December 26, 2014 and ends at 11:59 p.m. ET on January 29, 2015 (the “Entry Period”). The Entry Period will be divided into Five (5) weeks (each, a “Week”), as set forth below. There will be one (1) drawing associated with each Week. Entries received before or after the Entry Period are void.
 - a. Entry Week 1 begins at 12:00 a.m. ET on Friday, December 26, 2014 and ends at 11:59 p.m. ET on Thursday, January 1st, 2015. Winner will be selected on Friday, January 2nd, 2015.
 - b. Entry Week 2 begins at 12:00 a.m. ET on Friday, January 2nd, 2015 and ends at 11:59 p.m. ET on Thursday, January 8th, 2015. Winner will be selected on Friday, January 9th, 2015.
 - c. Entry Week 3 begins at 12:00 a.m. ET on Friday, January 9th, 2015 and ends at 11:59 p.m. ET on Thursday, January 15th, 2015. Winner will be selected on Friday, January 16th, 2015.
 - d. Entry Week 4 begins at 12:00 a.m. ET on Friday, January 16th, 2015 and ends at 11:59 p.m. ET on Thursday, January 22nd, 2015. Winner will be selected on Friday, January 23rd, 2015.
 - e. Entry Week 5 begins at 12:00 a.m. ET on Friday, January 23rd, 2015 and ends at 11:59 p.m. ET on Thursday, January 29th, 2015. Winner will be selected on Friday, January 30th, 2015.

5. **HOW TO ENTER:**

- a. Have someone take a picture of you (or take a picture of yourself) that shows how you #DontSweatYourPants: ex: donations being made to Goodwill at your local SIX:02, shopping for new workout pants at SIX:02, how your new pants look and perform great. Your Entry must not: (a) violate any third party rights, including, but not limited to, copyrights; (b) be obscene or indecent; (c) depict any risky behavior; or (d) otherwise violate any law. Sponsor, in its sole discretion, may determine whether an Entry meets these requirements. The Entry must not contain any person other than yourself.
- b. Follow Sponsor's Instagram feed (@SIX02) upload your Entry, and tag it with #DontSweatYourPants. Please note that your wireless carrier's data rates may apply. There is a limit of one (1) entry per person. Winning Entries may be posted on Sponsor's Instagram and Facebook pages; however, Sponsor reserves the right to edit or refuse to post any Entry for any reason. Entries must comply with Instagram's [Terms of Use](#).

6. **SPONSOR'S RIGHTS TO ENTRIES:** You do not transfer ownership of your Entry by entering the Contest. However, by entering, you: (a) irrevocably grant Sponsor, its agents, licensees, and assigns the unconditional and perpetual (non-exclusive) right and permission to copyright, reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, modify, create derivative works of, exhibit, and otherwise use your Entry as-is or as-edited (with or without using your name) in any media throughout the world for any purpose, without limitation, and without additional review, compensation, or approval from you or any other party; (b) unconditionally and irrevocably forever waive any rights of copyrights, trademark rights, privacy rights, and any other legal or moral rights that may preclude Sponsor's use of your Entry, or require any further permission for Sponsor to use the Entry; and (c) agree not to instigate, support, maintain, or authorize any action, claim, or lawsuit against Sponsor on the grounds that any use of the Entry, or any derivative works, infringes any of your rights as creator of the Entry, including, without limitation, copyrights, trademark rights, and moral rights.

7. **JUDGING:** At the conclusion of the Entry Period, a panel of judges selected by Sponsor will evaluate all entries received for the Entry Period. Entries will be evaluated according the following Judging Criteria: (a) photo quality; (b) creativity; (c) personal style; and (d) originality. The judges will select one (1) grand prize winner for the Entry Period. Sponsor will attempt to notify each potential winner by posting a comment on his/her Entry. The potential winner must respond within twenty-four (24) hours of the notification.

8. **REQUIREMENTS OF POTENTIAL WINNERS:** Except where prohibited, a potential winner may be required to complete and return an affidavit of eligibility and a liability/publicity release. If a potential winner fails to respond or sign and return the documents within the required time period, Sponsor may select an alternate potential winner in his/her place according to the procedures set forth above. Only three (3) alternate potential winners may be contacted.

9. **PRIZES:** One (1) winner will be chosen per Entry Period to receive a \$100 SIX:02 gift card. There is a limit of one (1) prize per person. Any prize details not specified above will be determined by Sponsor, in its sole discretion. A prize may not be transferred and must be accepted as awarded. A winner may not request cash or a substitute prize; however, Sponsor reserves the right to substitute a prize with another prize of equal or greater value if the prize is not available for any reason, as determined by Sponsor, in its sole discretion. Sponsor reserves the right to award no prizes if it does not receive a sufficient number of qualified Entries.
10. **GENERAL CONDITIONS:** In the event that the operation, security, or administration of the Contest is impaired in any way, Sponsor may, in its sole discretion, either: (a) suspend the Contest to address the impairment and then resume the Contest; or (b) award the prizes according to the Judging Criteria from among the eligible Entries received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify and seek damages from any individual who tampers with the operation of the Contest, violates these Official Rules, or acts in a disruptive or unsportsmanlike manner. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Proof of sending any communication to Sponsor by mail shall not be deemed proof of receipt of that communication by Sponsor. In the event of a dispute as to the owner of an Entry, the owner of the Instagram account used to enter will be deemed the owner.
11. **RELEASE AND LIMITATIONS OF LIABILITY:** By participating in the Contest, you agree to release and hold harmless Sponsor, its parent, subsidiaries, affiliates, and each of their respective officers, directors, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Contest or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Contest (including the voting process); (b) technical errors; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Contest or the processing of Entries; or (f) injury or damage to persons or property. You further agree that in any cause of action, in no event shall the Released Parties be liable for attorney's fees. You waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.
12. **PRIVACY AND PUBLICITY:** Any information you submit as part of the Contest will be used for purposes of this Contest and treated in accordance with Sponsor's [Privacy Policy](#).
13. **DISPUTES:** Except where prohibited, you agree that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in New York. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of New York, without giving effect to any choice of law or conflict of law rules (whether of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than New York.

14. **RESULTS:** To obtain a list of winners, send a self-addressed, stamped envelope to “SIX:02 #DontSweatYourPants” Contest at 112 West 34th Street, New York, NY 10120. Requests must be received by February 28, 2015.