

Cannondale Color2Win Contest Official Rules

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR TO WIN. MANY WILL ENTER; FEW WILL WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

- 1. ELIGIBILITY:** The Cannondale Color2Win Contest (the “Contest”) is open to legal residents of the 50 United States, District of Columbia, or Canada (excluding Quebec) who: (i) are 18 years of age or older (or the age of majority in their respective jurisdiction of residence), (ii) who have a registered Facebook or Instagram, account, and (iii) did not purchase any photography/video equipment for the purposes of entering this Contest. Employees (their immediate families, including parents, spouses, children, siblings and grandparents, and household members, whether or not related) of Sponsor, its advertising or promotional agencies, those involved in the production, development, implementation or handling of the Contest, any agents acting for, or in behalf of the above entities, their respective parent companies, officers, directors, subsidiaries, affiliates, licensees, service providers, prize suppliers, any other person or entity associated with the Contest (collectively, “Contest Entities”), are NOT eligible. The Contest is subject to all federal, state, provincial and local laws and is void in the Province of Quebec and where restricted or prohibited.
- 2. AGREEMENT TO OFFICIAL RULES:** Participation in this Contest constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to this Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 3. CONTEST PERIOD:** The Contest begins on May 1, 2020, at 12:00pm EST and ends on May 8, 2020, at 12:00pm EST (the “Contest Period”). Sponsor’s computer is the official time-keeping device for the Contest. Facebook and Instagram are not a sponsor, administrator, endorser or associated with the Contest. Questions, comments or complaints regarding this Contest must be directed to Sponsor and not to Facebook, Inc. or Instagram, LLC.
- 4. HOW TO ENTER THE CONTEST:** There is NO PURCHASE NECESSARY to participate. A purchase will not increase your chances of winning. During the Contest Period, locate Sponsor’s Contest post, download and print or use mobile device to color in the provided sketch image and submit your entry using your Instagram or Facebook account (each an “Account”). Be sure to tag @ridecannondale and include the hashtag #color2win when you share on Instagram or comment on Sponsor’s Facebook post or your Submission will not be eligible. Your photo, caption and hashtags together are your submission (“Submission”).
 - a. Instagram: Log into or create your Instagram account. First, if you haven’t done so already, follow @ridecannondale on Instagram. Then, create and post your Submission to your Instagram account. In order for your Submission to be valid, your Instagram profile must be public and thus viewable by the Sponsor. If you do not have the Instagram App, you may download it through the application store on your mobile device. Your post

must be consistent with Instagram's terms (<http://instagram.com/about/legal/terms/#>). Posting a photo on Instagram requires a mobile device and message and data rates may apply.

c. Facebook: Visit <https://www.facebook.com/RideCannondale> and log in or create your Facebook account. Online accounts are free but subject to the terms of service at <https://www.facebook.com/legal/terms>. The Sponsor will post an advertisement of this Contest. Follow the directions to submit one (1) Submission in response to the Sponsor's post.

By posting your Submission, you agree that it conforms to the guidelines and content restrictions below and that Sponsor, in its sole discretion, may remove your Submission and disqualify you from the Contest if it believes your Submission fails to conform.

Participants are required to provide truthful information and Sponsor will reject and delete any entry that it discovers to be false or fraudulent. Sponsor will disqualify any entry from individuals who do not meet the eligibility requirements, and may also delete any entry received from persons under the age of thirteen (13) in compliance with the Children's Online Privacy Protection Act.

Guidelines:

- The Submission must be in a format acceptable to the applicable social media channel;
- The Submission must contain the promotional hashtags;
- The Submission caption must be in English; and
- The Submission cannot have been submitted previously in a promotion of any kind.

Permissions: Entrant must have permission from any recognizable individuals who appear in the Submission to use their names and likenesses in the Submission and to grant the rights set forth herein. Minors may not be included in a Submission with a photo or video. If requested, entrant must be able to provide such permissions or proof in a form acceptable to Sponsor.

Content Restrictions:

- The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- The Submission must not contain content created by a third party, such as images or artwork;
- The Submission must not contain brand names or trademarks other than those owned by Sponsor, which entrant has a limited license to use in his/her Submission in this Contest;
- The Submission must not disparage Sponsor or any other person or party;

- The Submission must not contain material that is inappropriate, offensive, indecent, obscene, tortious, defamatory, slanderous or libelous;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age; and
- The Submission must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any state where Submission is created.

Limit: Each entrant may post or comment on Facebook one (1) Submission during the Contest Period. Submissions received from any person or email address in excess of the stated limit will be void. Submissions generated by script, macro or other automated means are void. In the event of a dispute as to any Submission, the authorized account holder of the email address used to register will be deemed to be the entrant and must comply with these Official Rules. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each entrant may be required to show proof of being an authorized account holder. Contest Entities are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed, or misdirected Submissions; all of which will be void.

- 5. SPONSOR'S USE OF SUBMISSIONS:** Posting, Tweeting or commenting on a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission.
- 6. WINNER DETERMINATION AND NOTIFICATION:** After the close of the Contest Period, a judging committee chosen by Sponsor will select **one (1) winner** from among all eligible Submissions received during the Contest Period based on the following criteria ("Judging Criteria"):
 - Creativity and 50%
 - Originality and 30%; and
 - Use of color and/or pattern and 20%

Subject to the entrant's compliance with these Official Rules, the one (1) entrant(s) whose Submission receives the highest score will each be deemed a potential winner. In the event of a tie, the entrant whose Submission received the highest score for originality, as determined by the judges in their sole discretion, will be deemed the applicable potential winner from amongst the tied entrants. Sponsor will not disclose judging scores.

Potential winners will be notified via direct message on Facebook or Instagram and given instructions on how to contact Sponsor through email to claim their prize. Each potential winner (or potential winner's parent/legal guardian if the potential winner is a minor in his/her state of residence) must reply to the winner notification from Sponsor and include his/her mailing address and/or email address (or the mailing and/or email address of the potential winner's parent/legal guardian if the potential winner is a minor) within forty-eight (48) hours. If the potential winner is not reachable at the address and/or email address provided and a forwarding address and/or email address is not made available, or if prize notification is returned as undeliverable, then the prize will be forfeited and an alternate potential winner may be selected from among all remaining eligible Submissions at Sponsor's sole discretion.

7. **PRIZE: Winner will receive one (1) Cannondale® kids bike valued between \$200 and \$550 USD (model, size, and color subject to availability).** Winner will not receive the difference between the actual and approximate retail value. No cash in lieu of any prize or prize component will be awarded except at Sponsor's sole discretion. No substitution or transfer of prize or any prize component permitted except at the sole discretion of Sponsor, who reserves the right to substitute a prize, or any component thereof, of equivalent value. All applicable federal, state and local taxes are the sole responsibility of each respective winner. The winner should allow 6 to 8 weeks from notification for delivery of any prizes. Delivery and use of the prize is subject to the prize winner's completion of all documentation and conditions required by law or otherwise required by Sponsor. Contest Entities are not responsible for lost or stolen prize packs, nor for unavailability due to circumstances beyond their control of any component of a prize.
8. **PUBLICITY:** Acceptance of a prize shall constitute and signify each winner's agreement and consent that Sponsor and its designees may use the winner's name, city, state, likeness, photo, Submission, and/or prize information in connection with the Contest for promotional, advertising, or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.
9. **OWNERSHIP OF SUBMISSION:** Each winner shall irrevocably grant, transfer, convey and assign to Sponsor the entirety of the rights in and to the Submission and all renewals and extensions of copyright, and the right to secure copyright registrations thereto in perpetuity including, without limitation, the rights to use the Submission for any and all purposes in any and all media whether now known or hereafter developed, on a worldwide basis, in perpetuity. Each winner accepts and acknowledges that Sponsor shall not be obligated to use the Submission and that Sponsor in its sole discretion shall have the right to refrain from using the Submission. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. Each winner shall indemnify Sponsor, Contest Entities, and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable

attorney fees) arising out of any breach of these terms.

10. GENERAL RULES: In the event of a dispute regarding the identity of the person submitting a Submission, the Submission will be deemed submitted by the person in whose name the identified Facebook or Instagram account was registered. If a potential prize winner is a minor in his/her state of residence, the prize will be awarded to the potential winner's parent/legal guardian. Sponsor will send the potential winners an affidavit of eligibility and Liability and Publicity Release ("prize winner documents") within three (3) days of notification before a prize is awarded. If a potential winner fails to return the completed prize winner documents within three (3) days, or if the potential winner is ineligible, the prize will be forfeited, and an alternate winner may be selected, at Sponsor's sole discretion, from all eligible entries received. By participating in this Contest, you agree to be bound by these Official Rules and the decisions of Sponsor (whose decisions are final and binding in all respects), to waive any rights to claim ambiguity with the Official Rules, and that Contest Entities shall have no responsibility or liability (including, but not limited to, liability for any property loss, damage, personal injury or death) in connection with: participation in this Contest, or the acceptance, redemption, or use of any prize or related activities; human error; incorrect or inaccurate transcription of Submission information; acceptance/possession, use/misuse and/or defects of the prizes awarded herein; any technical malfunctions of the telephone network, computer online system, computer dating mechanism, computer equipment, software, internet service provider used in entering or operating the Contest; interruption or inability to access the Contest due to hardware or software compatibility problems; any damage to entrants (or any third person's) computer and/or its contents related to or resulting from any part of this Contest; any lost/delayed data transmissions, omissions, interruptions, defects and/or any other error or malfunctions, even if caused by the negligence of one of the Contest Entities. You further agree to indemnify and hold harmless the Contest Entities from any and all liability resulting or arising from your participation the Contest, to release all rights to bring any claim, action or proceeding against the Contest Entities, and hereby acknowledge that said Contest 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 any prize, including express warranties provided exclusively by a prize supplier that are sent along with a prize.

11. DISCLAIMERS: Sponsor reserves the right in its sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process or the operation of the Contest; violates the Official Rules; or acts in an un-sportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest if it is not capable of running as planned, including, but not limited to, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other problems beyond the control of Sponsor and award prizes from among all eligible entries received prior to cancellation.

12. DATA PROTECTION/PRIVACY: Information collected by Sponsor in connection with the Contest is subject to Sponsor's privacy policy located at <https://www.dorelports.com/privacy-policy/> and applicable data protection laws. By

entering the Contest, you agree to the collection, processing and storage of your personal data by Sponsor for purposes of the Contest. Acceptance of the prize constitutes permission to Sponsor to use the winner's name and likenesses for promotional purposes without further compensation except where prohibited by law. Except as otherwise provided herein for the use of certain winner information, personal information collected by Sponsor from each entrant will only be used for the purpose of the Contest.

13. RULES & WINNER'S ANNOUNCEMENT: The Rules will be posted on www.cannondale.com/en-us/color2win and names of winners will be posted on Cannondale's Instagram and Facebook pages. The winner list will be posted after winner confirmation is complete.

14. SPONSOR: The Sponsor of the Contest is Cycling Sports Group, Inc., 1 Cannondale Way, Wilton, CT 06897. This Contest is not sponsored, endorsed or administered by, nor associated with Facebook or Instagram. You understand that you are providing your information to Sponsor, and that by entering the Contest, you release Facebook, Inc., and Instagram, LLC from any claim regarding the Contest.