

**DECLARATION OF ELIGIBILITY, RELEASE OF LIABILITY AND PUBLICITY RELEASE**

I am submitting this Declaration of Eligibility, Release of Liability and Publicity Release (“**Declaration**”) pursuant to the Mr. Flower Fantastic Giveaway Official Rules (“**Official Rules**”), which I hereby acknowledge I have reviewed and understand and agree to be bound by. Any terms capitalized in this Declaration that are not defined herein shall be defined in accordance with the Official Rules. I acknowledge and agree that this Declaration is effective as of the date I signed below.

I participated in the Promotion as an Entrant and have been notified by the Promotion’s Sponsor, The Finish Line USA, Inc. d/b/a Finish Line and JD Sports, that I was selected as the potential Winner. I understand that pursuant to the Official Rules, the Sponsor may verify my eligibility as an Entrant before I am declared the Winner and am deemed eligible to receive the Prize. In furtherance of the terms and conditions of the Official Rules and Sponsor’s verification process, I am submitting this Declaration.

***I understand that I must complete this Declaration and return it to Sponsor and that if I fail to do so or if I make any false statements in this Declaration, I may be disqualified as the Winner and may not be entitled to receive the Prize. The Official Rules remain in full force and effect and shall govern notwithstanding anything to the contrary in this Declaration. Without limiting the foregoing, I acknowledge and agree that all decisions of Sponsor are final in matters relating to the Promotion.***

- 1) **Eligibility.** In order for my eligibility to be confirmed, I hereby represent the following:
  - a) I am a legal resident of the U.S. or District of Columbia. I am not a resident of Rhode Island or a U.S. Territory.
  - b) I am the age of majority in my place of residence as of the date of my entry into the Promotion. Alternatively, I am a Parent/Guardian of Winner and am the age of majority in my place of residence as of the date below.
  - c) I have a valid U.S. driver’s license or government issued ID (not applicable to a Winner who is a minor).
  - d) I am not an employee, agent, officer or director of Sponsor and/or its parent, affiliated companies, subsidiaries, distributors or any of their respective advertising/promotion agencies or any and all other persons or entities associated with the design or execution of this Promotion. I am not an immediate family member or household member of any of the foregoing.
  - e) I submitted my entries on my own behalf up to the maximum number of entries permitted and did not use any automated system to participate in the Promotion.
  
- 2) **Prize Conditions.** I acknowledge and agree that there are certain restrictions and conditions concerning Sponsor’s awarding of the Prize, and the receipt of the Prize by the Promotion Winner, stated in the Official Rules. I acknowledge and agree to, as the case may be, abide by, comply with or otherwise fulfill such restrictions and conditions, which include in part the following:
  - a) I am solely responsible for filing all required tax forms and returns and all federal, state and local taxes and other fees associated with my receipt and use of the Prize.
  - b) No cash redemption or substitution for the Prize is allowed (subject to the applicable Gift Card Terms and Conditions).
  
- 3) **Release of Liability.** Consistent with the Official Rules, to the maximum extent permitted by applicable law, I hereby affirm my agreement to waive and release, and hold all Released Parties harmless from, any and all claims of liability against Sponsor and its affiliates, parents and subsidiaries and its and their respective owners, officers, directors, employees, agents, representatives, successors and assigns (collectively, the “**Released Parties**”) arising from any claims, damages, losses, expenses and liability of any kind (collectively, “**Losses**”) arising from or otherwise related to the Promotion, including without limitation any Losses arising from or otherwise related my participation in the Promotion or from my acceptance or use of any Prize awarded. The foregoing release shall not apply to any Losses arising from Sponsor’s own negligence or more culpable conduct or omissions.
  
- 4) **Publicity Release.** Consistent with the Official Rules, except where prohibited by law, I hereby affirm my agreement to Sponsor’s right to use my name, likeness, voice, photograph, opinions and/or other information provided by me for commercial or non-commercial purposes, including advertising and promotional purposes relating to the Promotion, in any and all media now known or hereafter known worldwide, including but not limited to Sponsor’s website and accounts on various social media sites (such as Instagram, YouTube or Facebook), in perpetuity without additional payment, compensation, consideration, notice to or approval from me. Tennessee residents may opt-out of this Publicity Release by initialing here: \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Home Address:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

\_\_\_\_\_

**Email:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Winner Name (if a minor):** \_\_\_\_\_

*If Winner is a minor, the foregoing must be completed and signed by a Parent/Guardian of Winner on behalf of Winner and Parent/Guardian, with Winner and Parent/Guardian being bound by all terms and conditions herein. Parent/Guardian understands that the consents and approval provided herein are not revocable.*