

**NIKE NEED IT NOW "SWOOSH LIPS" SWEEPSTAKES  
OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OF SPONSOR'S PRODUCT OR PAYMENT OF ANY KIND DOES NOT IMPROVE YOUR CHANCES OF WINNING.**

**By participating in the Promotion, you agree to be bound by these Official Rules and the decisions of the Sponsor pertaining to the Promotion, which you further agree shall be final and binding in all matters pertaining to the Promotion. STATUS Terms and Conditions, available at [finishline.com](https://www.finishline.com) and [jdsports.com](https://www.jdsports.com), apply.**

**DO NOT PARTICIPATE IN THE PROMOTION IF YOU DO NOT AGREE TO THESE OFFICIAL RULES. PROMOTION AND PROMOTION PERIOD ARE SUBJECT TO CHANGE.**

**1. PROMOTION PERIOD:**

The period for entering the Nike Need it Now "Swoosh Lips" Sweepstakes (the "**Promotion**") begins at 10:00:00 am EST on February 15, 2021 and ends at 11:59:59 pm EST on February 22, 2021 (the "**Promotion Period**"). Sponsor's computer is the official clock for the Promotion. Any Entry received before or after the Promotion Period will be void (except as otherwise provided in these Official Rules).

**2. PROMOTION THEME:**

An exclusive opportunity for one STATUS member to win footwear and apparel from the Nike Swoosh Lips collection, curated by JD Finish Line and Nike.

**3. ELIGIBILITY:**

To be eligible to enter or win, you must be a legal resident of the United States and at least 13 years or older at the time of entry and be STATUS member ("**Entrant**"). The Promotion is void in U.S. Territories, outside of the U.S., and where prohibited by law. Employees of Sponsor and its affiliates, subsidiaries, divisions, fulfillment and advertising and promotion agencies ("**Promotion Entities**"), their immediate family members (spouse, parent, child, sibling, and their respective spouses, regardless of where they reside), and those living in the same household of each such individual, whether or not related, are not eligible to enter or win. Sponsor reserves the right to verify eligibility regarding the qualifications of Entrants and the Winners.

**4. HOW TO ENTER:**

Any "**Entry**", as described below, not in compliance with these Official Rules will be disqualified. Any Entry that is submitted without following the entry requirements will not be considered for the Prize.

**Points Redemption Entry:** Log in to your STATUS account and visit the Rewards Catalog. Follow the applicable instructions to redeem 250 Points for one (1) entry for the Promotion. Once your Points are redeemed for an entry into this Promotion, the Points will automatically be deducted from your account.

**Email Entry:** You may also enter the Promotion (without redeeming Points) by emailing the following information to [loyalty@finishline.com](mailto:loyalty@finishline.com) (all contact information must be the same as the information associated with your STATUS account): your name, complete mailing address, email address, phone number and STATUS account number, with the email subject line of "Entry for Nike Need it Now "Swoosh Lips" Sweepstakes". Email entries must be timestamped by 11:59:59 pm EST on February 22, 2021 to be entered the Promotion. Incomplete or non-legible email entries will not be accepted. Email entries will not be acknowledged.

**Limits:** There is a limit of five (5) Entries per Entrant regardless of the method of entry (by way of example, an Entrant can submit four (4) Entries by redeeming Points and one (1) Entry by email entry without redeeming Points, but an Entrant cannot submit five (5) Entries by redeeming Points and also submit five (5) Entries by email entry without redeeming Points). All Entries become the property of Sponsor. By entering, you agree to waive any rights you may have to the Entry submitted. Multiple Entrants are not permitted to share the same STATUS account or email address. Any attempt by any Entrant to obtain more than the stated number of entries by using multiple/different STATUS accounts, email addresses, identities, registrations and logins or any other methods will void that Entrant's Entry and that Entrant may be disqualified.

**Technical Issues:** Entrant acknowledges that Sponsor cannot control certain factors, including, without limitation, errors, cancellation of accounts or technical malfunctions that may affect any Entrant's ability to enter, win, view, be advised of, be eligible for or be properly considered in the Promotion or to claim the Prize (where applicable).

**Mobile Devices Used for Entry:** If Entrant opts to participate in this Promotion via a wireless mobile device, entry must be via Entrant's own wireless mobile device (which may only be available via participating wireless carriers and is not required to enter). Standard text messaging rates or data charges may apply for each text message or data sent or received from Entrant's handset according to the terms and conditions of Entrant's service agreement with Entrant's wireless carrier. Other charges may apply (such as normal airtime, data charges and carrier charges) and may appear on Entrant's mobile phone bill or be deducted from Entrant's prepaid account balance. Wireless carriers' rate plans or data plans may vary, and Entrant should contact Entrant's wireless carrier for more information on messaging rate plans and charges relating to Entrant's participation in this Promotion. Participation in this Promotion by mobile phone means that Entrant understands that Entrant may receive additional data from Sponsor relating to this Promotion, including notifications to Entrant if Entrant is a potential winner in this Promotion, which will be subject to the charges pursuant to Entrant's carrier's rate plan. Use of applicable website or application platform may not be available from all mobile phone service carriers and handset models. Cell phone/internet service may not be available in all areas. Entrant should check Entrant's phone's capabilities for specific instructions.

**Authorized Account Holder:** In case of dispute as to the identity of any Entrant, an Entry will be deemed made by the Authorized Account Holder of the STATUS and/or email account by which the Entry was submitted, where applicable. "**Authorized Account Holder**" is defined as the natural person who is assigned to the STATUS and/or email account in question. Any Entrant may be requested to provide Sponsor with proof that such Entrant is the Authorized Account Holder of the STATUS and/or email account associated with the Entry. Any attempt by any Entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations, logins, or any other methods will void that Entrant's entries and that Entrant may be disqualified. Sponsor has the sole discretion to determine whether an

Entry is eligible. Each potential Winner may be required to show proof of being an Authorized Account Holder.

**Entrant Data and Privacy:** Submission of the Entry, including any prize notification documents (“**Entrant Data**”), constitutes your consent for Sponsor to obtain, use, and transfer your name, address, and other details for Promotion administration purposes. Any Entrant Data shall be used in a manner consistent with the consent given by Entrants at the time of entry, with these Official Rules, and with Sponsor’s Privacy Policy, which can be found at [finishline.com](http://finishline.com). By accepting a Prize, Winner consents to the use of his/her name, likeness, voice, photograph, opinions, and/or other information, for promotional purposes by Sponsor and its designees in any media, worldwide, including but not limited to Sponsor’s website, [finishline.com](http://finishline.com) and [jdsports.com](http://jdsports.com), and accounts on various social media sites (such as Instagram, YouTube or Facebook), without additional compensation or consideration to Entrant or Winner, except where prohibited by law (“**Promotions**”). All copyright, trademark, or other intellectual property rights in such Promotions shall be owned by Sponsor or its licensors, and Winner hereby disclaims and waives any claim of right to such Promotions. Such Promotions shall be solely under control of Sponsor or its licensors, and Winner hereby waives any claim of control over the Promotions’ content, as well as any possible claims of misuse of Winner’s name under contract, tort, or any other theory of law.

## 5. CONTENT GUIDELINES

As used in these Official Rules, “**Content**” refers to all information, photos, hashtags, captions, descriptions, comments or other content an Entrant submits in connection with an Entry.

By submitting an Entry, an Entrant represents and warrants that: (a) Entrant’s Content is Entrant’s original work; (b) Entrant’s Content has not been previously published; (c) Entrant’s Content has not been copied from others; (d) Entrant’s Content does not violate any rights of any other person or entity (including, but not limited to, copyrights, trademark rights, rights of privacy and publicity); (e) Entrant has permission to use the name or likeness of any person featured in Entrant’s Content; and (f) the publication of the Content will not infringe on the rights of any person or entity.

All Content must conform to the following guidelines:

- Content must not have been generated by automated or like methods of submission.
- Content must not contain any personally identifiable information.
- Content must not include anything that is unlawful, obscene, offensive, provocative, sexually explicit, pornographic, violent, discriminatory or otherwise objectionable.
- Content must not promote alcohol, illegal drugs, tobacco or firearms/weapons (or use of any of the foregoing).
- Content must not promote any activities that are unlawful or appear to be unsafe or dangerous.
- Content must not defame, misrepresent or contain disparaging remarks about Sponsor or its products and services or other persons, entities or products.
- Content should not promote any particular political agenda or message.
- Content should not communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate.

## 6. PRIZES, PRIZE DRAWING, AND ODDS OF WINNING:

**Winner:** There will be one (1) winner randomly selected by Sponsor (“**Winner**”). Prize award is subject to verification of eligibility and these Official Rules. Odds of winning depend on number of total eligible Entries received during the Promotion Period. Entrants who are not selected as a Winner and submitted an Entry by redeeming Points will not have those redeemed Points credited back to his/her/their respective STATUS accounts.

**Winner Selection and Conditions:** The Winner will be selected by Sponsor on February 23, 2021. Winner will be notified via email. A representative of Sponsor will make at least one (1) attempt to notify the Winner. The Winner may be emailed by Sponsor (with or subsequent to the Winner notification email) a Declaration of Eligibility and Release of Liability/Publicity Form (“**Declaration**”) and/or form W-9 (TN residents need not sign the publicity releases). Winner will then be required to sign and return the Declaration and/or form W-9 within the time period stated by Sponsor. If Winner is under the age of majority in their state of residence, Winner’s parent or guardian may, in Sponsor’s sole discretion, be required to sign and return a Declaration and/or form W-9 within the time period stated by Sponsor. Winner is solely responsible for filing all required tax forms and returns and all federal, state and local taxes and other fees associated with Prize receipt and use, where applicable.

**Prize Details:** Total of one (1) Prize per Winner. Each “**Prize**” consists of footwear and apparel from the Nike Swoosh Lips collection, curated by JD Finish Line and Nike, specifically, one (1) Women’s Nike Sportswear Lips Crewneck Sweatshirt, one (1) pair of Women’s Nike Air Force 1 Shadow Shooting Stars Casual Shoes, and one (1) pair of Women’s Nike Air VaporMax Flyknit 3 Running Shoes. Winner will be awarded a Prize in the size selected by Winner (subject to availability). The Nike Sportswear Lips Crewneck Sweatshirt, Nike Air Force 1 Shadow Shooting Stars Casual Shoes, and Nike Air VaporMax Flyknit 3 Running Shoes are available in Women’s style (as selected by Sponsor) and Women’s size (as selected by Winner, subject to availability) only. Style of Prize may be selected by Sponsor in its sole discretion. Approximate retail value of the Prize is \$385.00: one (1) Women’s Nike Sportswear Lips Crewneck Sweatshirt (\$65.00), one (1) pair of Women’s Nike Air Force 1 Shadow Shooting Stars Casual Shoes (\$120.00), and one (1) pair of Women’s Nike Air VaporMax Flyknit 3 Running Shoes (\$200.00).

**Prize Awarding:** All Prizes will be awarded, provided more than enough entries have been received. Sponsor will mail Prize to Winner. A Prize is not redeemable for cash (except as otherwise required by law). A Prize is the sole responsibility of a Winner upon receipt and will not be replaced by Sponsor if lost or stolen. No assignment, transfer or substitution of the Prize will be permitted except by Sponsor, who reserves the right to substitute a Prize of equal or greater value. By accepting a Prize, a Winner agrees to release and hold the Released Parties, including the Sponsor, harmless against any and all claims, damages, losses, expenses and liability for any injury or damage caused, or claimed to be caused, by the acceptance or use of any Prize.

The Winner may not designate another person as the Winner. Any portion of a Prize not accepted or unclaimed by the Winner will be deemed forfeited by the Winner. If the Winner cannot be reached by Sponsor, does not respond within the required time to Sponsor’s attempt to notify the Winner or by the deadline set by the Sponsor for the return of any completed and signed Declaration and/or form W-9 or is otherwise unable or unwilling to accept the Prize, the Winner will be deemed to have forfeited the Prize and Sponsor may select an alternative Winner and award the Prize to that alternative Winner. Sponsor is not responsible for the inability of any Winner to accept any Prize for any reason.

## **7. ENTRY DISQUALIFICATION AND PROMOTION CHANGES:**

Incomplete and unintelligible Entries, and Entries that do not fully comply with all of the requirements set forth in these Official Rules including without limitation the Content Guidelines, may be disqualified.

Sponsor reserves the right, in its sole discretion, to (a) change the Promotion at any time without liability to Entrants or third parties, including if and when Sponsor becomes aware of any circumstances or occurrence which would materially affect the Promotion's administration, security, fairness, integrity or proper conduct; (b) disqualify any Entrant or Winner whose conduct is contrary to the spirit and intention of the Promotion and these Official Rules or for any other reason Sponsor deems appropriate and to declare as void any applicable Entry or Entries; or (c) modify, cancel or suspend the Promotion or any part of it at any stage for any reason, including circumstances beyond Sponsor's reasonable control.

Without limiting the foregoing, if the Sponsor elects to modify, cancel or suspend the Promotion for reasons which may include, without limitation, unauthorized intervention, fraud, technical failures or any other causes which may affect or corrupt the administration, security, fairness, integrity or proper conduct of the Promotion, then Sponsor reserves the right to void any and all Entries and select the Winner from among all eligible, non-suspect Entries received up to the time of modification, cancellation or suspension of the Promotion.

Without limiting the foregoing, Sponsor reserves the right to, in its sole discretion, disqualify any Entrant it finds to be tampering with the entry process or the operation of the Promotion. Sponsor may prohibit an Entrant from participating in the Promotion or winning a Prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Promotion by cheating, hacking or engaging in other unfair playing practices (including by the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other Entrants or Sponsor agents or representatives. By way of example, any attempt by an Entrant to obtain more than the permitted number of Entries by using multiple or different user accounts or methods of entries will void all of that Entrant's Entries and that Entrant may be disqualified.

#### **8. GENERAL:**

The Promotion is subject to all federal, state, provincial and local laws and regulations. By participating in the Promotion, an Entrant acknowledges compliance with these Official Rules and all decisions of Sponsor, which are final in all matters relating to the Promotion. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to Entrants. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

#### **9. DISCLAIMERS:**

To the maximum extent permitted by applicable law: Sponsor is not responsible for (a) typographical or other errors in the offer or administration of the Promotion, including but not limited to errors in advertising, these Official Rules, the selection and announcements of the Winner or the distribution of any Prize; (b) Entries not received within the Promotion Period or Entries that are otherwise lost, late, damaged, delayed or incomplete; (c) any interrupted or unavailable network, server or other connections, miscommunications, failed telephone, computer hardware, software and other technical failures of any kind, including injury or damage to any

person's computer relating to or resulting from participating in the Promotion or claiming the Prize; (d) unauthorized intervention, delayed, jumbled or garbled computer transmissions or other errors of any kind, whether human, mechanical or electronic, including without limitation, the incorrect or inaccurate capture of Entry information online whether caused by Internet users or any of the equipment or programming associated with or utilized in the Promotion, regardless of cause that may limit a person's ability to participate in the Promotion or claim the Prize.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: WITH RESPECT TO A PRIZE, SPONSOR MAKES NO REPRESENTATIONS AND GRANTS NO WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE, AND SPONSOR SPECIFICALLY DISCLAIMS ANY WARRANTIES, WHETHER WRITTEN OR ORAL OR EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE OR NONINFRINGEMENT.

#### **10. RELEASE:**

To the maximum extent permitted by applicable law, Entrants waive 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 to an Entrant's participation in the Promotion or from a Winner's 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.

#### **11. LIMITATION OF LIABILITY:**

To the maximum extent permitted by applicable law, in no event will any of the Released Parties be responsible or liable for any damages or losses of any kind, including direct, indirect, incidental, consequential or punitive damages arising out of or otherwise relating to the Promotion or any Prize, including without limitation any Losses arising from or otherwise related to an Entrant's participation in the Promotion or from a Winner's acceptance or use of any Prize awarded. Some jurisdictions do not allow the limitations or exclusion of liability for incidental or consequential damages, so the foregoing limitation may not apply to an Entrant.

#### **12. DISPUTES; GOVERNING LAW:**

This Promotion is conducted in English. By participating in the Promotion, an Entrant waives all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Promotion. Any controversy or claim arising out of or relating to these Official Rules and/or the Promotion shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of Indiana, City of Indianapolis. BY AGREEING TO ARBITRATION, AN ENTRANT UNDERSTANDS AND AGREES THAT THE ENTRANT IS WAIVING ENTRANT'S RIGHTS TO MAINTAIN OTHER AVAILABLE RESOLUTION PROCESSES, SUCH AS A COURT ACTION OR ADMINISTRATIVE PROCEEDING, TO SETTLE THEIR DISPUTES.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF INDIANA WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Promotion, Entrant irrevocably submits and consents to the exclusive jurisdiction and venue of the state and federal courts located in or closest to the City of Indianapolis in the State of Indiana. Entrant agrees not to raise the defense of forum non conveniens.

*ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.*

**13. WINNER'S LIST:** If you live in a state that requires Sponsor to disclose the list of Winners following the Promotion and you would like such a list, please send a self-addressed, stamped envelope within sixty days after the Winner selection to: JD Finish Line, c/o Loyalty Program Manager, 1881 9th St., Suite 120, Boulder, CO 80302 or via email to [loyalty@finishline.com](mailto:loyalty@finishline.com) with "Nike Need it Now "Swoosh Lips" Sweepstakes Winner List" as the letter title or email subject.

**14. PRIVACY POLICY:** Personal information submitted by Entrants, and Sponsor's use of such information, is subject to Sponsor's Privacy Policy available at [finishline.com](http://finishline.com) and [jdsports.com](http://jdsports.com).

**15. SPONSOR:**

The Finish Line USA, Inc. d/b/a Finish Line and JD Sports ("**JD Finish Line**")  
3308 N. Mitthoeffer Rd.  
Indianapolis, IN 46235

The Promotion is not sponsored or administered by Nike.

**16. MISCELLANEOUS:**

The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. When terms such as "may" are used in these Official Rules, Sponsor has sole and absolute discretion. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials, privacy policy, or terms of use on Sponsor's website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern, and control, and the discrepancy will be resolved in Sponsor's sole and absolute discretion.