

BOB Gear + Fit4Mom 1st Stroller Costume Contest OFFICIAL RULES

NO PURCHASE IS NECESSARY TO ENTER OR WIN.

A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED. VOID WHERE PROHIBITED BY LAW. AFFIDAVIT OF ELIGIBILITY/RELEASE OF LIABILITY/PRIZE ACCEPTANCE AGREEMENT MAY BE REQUIRED.

BY ENTERING THE SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE PROMOTION PARTIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

EACH ENTRANT HEREBY REPRESENTS AND WARRANTS THAT HE/SHE IS AT LEAST 18 YEARS OF AGE AND HAS READ THESE OFFICIAL RULES AND IS FAMILIAR WITH AND AGREES TO THEIR CONTENTS. IF YOU ARE NOT AT LEAST 18 YEARS OF AGE OR DO NOT AGREE TO ANY PART OF THESE OFFICIAL RULES, YOU CANNOT PARTICIPATE IN THIS SWEEPSTAKES. IF YOU ARE A MINOR IN YOUR STATE OR TERRITORY OF RESIDENCE, YOU CERTIFY THAT YOUR PARENT OR LEGAL GUARDIAN HAS READ THESE OFFICIAL RULES AND AGREES TO BE BOUND ON YOUR BEHALF.

The “BOB Gear + Fit4Mom 1st Stroller Costume Contest” (“Sweepstakes”) starts at 12:00 pm Pacific Time (“PT”) on Monday, October 25, 2021 and ends on Monday, November 1, 2021 at 11:59 PM (PT) (“Entry Period”). The sponsor of this Sweepstakes is Britax, 4140 Pleasant Road, Fort Mill, SC 29708 (“Sponsor”). The Sweepstakes shall be subject to these Official Rules, and by entering, all participants agree to be bound by the terms and conditions herein and the decisions of the Sponsor, including the interpretation of these Official Rules and its exercise and discretion, which will be final and binding in all respects.

ELIGIBILITY: THE SWEEPSTAKES IS OPEN ONLY TO LEGAL RESIDENTS OF THE UNITED STATES OF AMERICA WHO ARE PHYSICALLY LOCATED IN ONE (1) OF THE FIFTY (50) STATES, OR THE DISTRICT OF COLUMBIA, WHO AS OF THE DATE OF THEIR ENTRY INTO THE SWEEPSTAKES ARE EIGHTEEN (18) YEARS OF AGE OR OLDER. Employees and their immediate families (spouse, child, siblings, parents, grandparents) of Sponsor, and each of its affiliates, subsidiaries, parent companies, promotional partners and agencies (collectively, the “Promotion Parties”) directors, officers, and those living in the household of same are not eligible to enter or win. All U.S. Federal, state and local rules and regulations apply. Void outside the Eligibility Area and where prohibited or restricted by law. By entering this Sweepstakes, entrants agree to abide by all terms of these Official Rules.

During the Entry Period, users may enter by:

- ✓ Following @fit4momhq and @bobgearus on Instagram; and
- ✓ Posting “stroller costume” photo(s) on Instagram
- ✓ Tagging @fit4momhq, @bobgearus and #strollercostumecontest in “stroller costume” posts
- ✓ Tagging a mom or dad friend in the comments.

A PRIZE WINNER IS ONLY ELIGIBLE FOR ONE PRIZE.

Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the contest or Website; violates these Official Rules; or acts in an unsportsmanlike or disruptive manner at any time during the Contest, or with the intent to annoy, abuse, threaten or harass any other person. **ALL ENTRIES MUST BE RECEIVED BY 11:59 PM Eastern Time (“PT”) on Monday, November 1, 2021.**

Sponsor and prize suppliers, and any and all internet provider(s), and each of their respective affiliates, subsidiaries, parent corporations and advertising and promotional agencies, and all of their officers, directors, shareholders, employees and agents (collectively, “Releasees”) are not responsible for: any incorrect or inaccurate entry information; human errors; technical malfunctions; failures, omissions, interruptions, deletions or defects of any telephone network, computer online systems, computer equipment, servers, providers network, browsers or software, including without limitation any injury or damage to participant’s or any other person’s computer equipment or network relating to or resulting from participation in the Sweepstakes; inability to submit an entry to the Website; theft, tampering, destruction, or unauthorized access to, or alteration of, entries; data that is processed late or incorrectly or is incomplete or lost due to telephone, computer or electronic malfunction or traffic congestion on telephone lines or the Internet or any website or for any other reason whatsoever; typographical, printing or other errors; or any combination thereof. Proof of submitting information to the Website is not considered proof of delivery or receipt. Illegible, incomplete and duplicate entries will be disqualified. All entries become the property of the Sponsor and will not be acknowledged or returned. False, fraudulent, or deceptive entries or acts or multiple entry attempts shall render entrants ineligible. By entering the Sweepstakes, entrants affirm that they have read and accepted these Official Rules.

ENTRY INFORMATION: As a condition of entering the Sweepstakes, each winner gives consent for Sponsor to obtain and deliver his/her name, address and other information to third parties for the purpose of administering this Sweepstakes and complying with applicable laws, regulations and rules. Any information entrants provide to Sponsor may be used to communicate with entrant in relation to these Sweepstakes or on a Sweepstakes winner’s list. Any entry information collected from the Sweepstakes shall be used only in a manner consistent with the consent given by entrants at the time of the entry, with these Official Rules and with the Sponsor’s Online Privacy Policy, which can be accessed at <https://www.bobgear.com/privacy>.

WINNER SELECTION: One (1) winner will be announced on Instagram by the Co-Sponsors (@bobgearus & @fit4momhq) in a random drawing from among all eligible Instagram entries on **Wednesday, November 3, 2021 by 5:00 PM Pacific Time** (“PT”). A PRIZE WINNER IS ONLY ELIGIBLE FOR ONE PRIZE.

Drawings will be made by representatives of the Sponsor. Sponsor’s decisions are and shall be final and binding in all matters relating to this Sweepstakes. Winners will be notified via Instagram within two (2) business days after the drawing. Winners will be required to respond to such notification within three (3) business days of notification to claim their prize, failure to do so will result in forfeiture and a random drawing for an alternate winner will be made. Winners will be required to execute and return a signed Affirmation of Eligibility and Liability/Publicity Release form within five (5) days of date of receipt (“Affidavit”). Failure to respond to the Winner notification as detailed above or return all required forms within the stated time period, or to comply with any other provision herein, may result in the Winner

being disqualified and an alternate winner may be selected at random at Sponsor's sole discretion. If a Prize notification or Prize is returned as undeliverable for any reason, the Prize may be awarded to an alternate winner at random at Sponsor's sole discretion. Prize is not transferable, assignable, or redeemable for cash. No substitution for the Prize by the Winner will be allowed. If necessary, due to unavailability of the Prize for any reason, a prize of comparable value will be awarded at the sole discretion of the Sponsor.

All Federal, state and local tax liabilities, if any, are the responsibility of the Winner. Acceptance of the Prize constitutes permission (except where prohibited) for Sponsor and/or its affiliates to use of Winner's name, statements, photographs, video images and biographies for publicity purposes without any limitation or additional compensation.

PRIZE PACK:

One (1) BOB Gear Jogging Stroller. Winner will choose between the following models:

- ✓ BOB Gear Alterrain Jogging Stroller (teal or lilac fashions); Approximate Retail Value ("ARV") for the prize is: \$599.99
- ✓ BOB Gear Alterrain Pro Jogging Stroller (olive fashion); Approximate Retail Value ("ARV") for the prize is: \$679.99

One (1) Fit4Mom Gear Package; Approximate Retail Value ("ARV") for the prize is \$100

- ✓ Fit4Mom Bomber Jacket
- ✓ Fit4Mom Peace Love F4M Hat
- ✓ Fit4Mom Kid Onesie

ALL PRIZES ARE AWARDED "AS IS" AND WITHOUT ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Prizes are not redeemable for cash and are non-transferable and no substitution will be made except as provided herein at the Sponsors' sole discretion. Sponsors reserve the right to substitute the prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use and will receive an IRS 1099 reflecting the final actual value of the prizes, if applicable. The prizes will be shipped only to addresses in the United States. Odds of winning the prize depend on the number of eligible entries received during the Promotion Period.

GOVERNING LAW/LIMITATIONS ON LIABILITY: The Sweepstakes shall be governed by and construed in accordance with the internal laws of the State of South Carolina, without giving effect to any conflict of law rules or provisions that would cause the application of any other state's laws.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED FIFTY DOLLARS (\$50.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO

OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED FIFTY DOLLARS (\$50.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

Releasees shall not be liable to Winner or any other person for failure to supply the Prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond Releasees' sole control.

Publicity: As a condition to entry into the Sweepstakes, except where prohibited by law and notwithstanding the fact that winner may be required to sign a separate Publicity Release, each entrant by entering and each winner (and parents/legal guardians of any winner who is a minor in his/her state or territory of residence) by accepting the prize grants to Sponsors' and its agents' a royalty free license and right to use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide and in perpetuity, without further payment, restriction, notice, review, permission, approval or consideration.

DISPUTE RESOLUTION: The parties each agree to finally settle all disputes only through arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in South Carolina and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Chicago, IL, New York City, NY, Los Angeles, CA, Atlanta, GA or Dallas, TX (whichever is closest to entrant's residence); provided, however, if none of these locations are convenient for the hearing, the parties may mutually agree on an alternative location. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Fort Mill, South Carolina. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the

arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

CAUTION: ANY ACT OR ATTEMPT BY AN ENTRANT AND/OR WINNER TO DELIBERATELY DAMAGE ANY WEB SITE, PLATFORM, APPLICATION OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR AND THE RELEASED PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL(S) TO THE FULLEST EXTENT PERMITTED BY LAW.

GENERAL: By participating in the Sweepstakes, entrants agree to release, discharge and hold harmless the Releasees from and against any and all claims they may have against Releasees for any and all injuries, claims, damages, losses, costs, or expenses of any kind (including without limitation attorneys' fees) resulting from acceptance, use, or misuse of the Prize or element thereof, or participation in this Sweepstakes. Each entrant further agrees to indemnify and hold harmless the Releasees from and against any and all liability resulting or arising from the Sweepstakes and to release all rights to bring any claim, action or proceeding against Releasees and hereby acknowledge that Releasees have neither made nor are in any manner responsible or liable for any warranties provided exclusively by a supplier that may be sent along with the prize. Entrants further understand and agree that all rights under Section 1542 of the Civil Code of California ("Section 1542") and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release are hereby expressly and forever waived. Entrants acknowledge that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

If for any reason this Sweepstakes is not capable of running as planned, or if this Sweepstakes or any web site or e-mail address associated therewith (or any portion thereof) becomes corrupted or does not allow the proper execution of the Sweepstakes and processing of entries in accordance with these rules, or if infection by computer virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes, in the Sponsor's sole opinion, corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, the Sponsor reserves the right, at its sole discretion, to disqualify any individual implicated in such action and/or to cancel, terminate, modify, or suspend this Sweepstakes or any portion thereof. In the event this Sweepstakes is cancelled, the Sponsor will conduct a random drawing to award the Prize from among all eligible, non-suspect entries received prior to the time of the action or event warranting such cancellation. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR E-MAIL ADDRESS (INCLUDING THE EMAIL ADDRESS) OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Entry will be deemed submitted by the authorized account holder of the e-mail account entered. The authorized account holder is deemed the natural person who is assigned to an e-mail address by an Internet access provider, service provider, or other online organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. A potential winner may be requested to provide Sponsor with proof that the

potential winner is the authorized account holder of the e-mail address associated with the winning entry and that all eligibility requirements are met.

WINNER LIST/OFFICIAL RULES REQUEST: For a list of winners, send a self-addressed stamped envelope to: Britax Child Safety, Inc., **BOB Gear + Fit4Mom 1st Stroller Costume Contest**, 4140 Pleasant Road, Fort Mill, SC 29708, USA. Requests for winners' list must be received no later than three months after the end of the Sweepstakes Period.

MISCELLANEOUS: The invalidity or unenforceability of any provision of these Official Rules or the Affidavit will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Affidavit 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 Sweepstakes-related materials, privacy policy or terms of use on the 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.

NOTE: Entry must be made by the entrant him or herself and only directly to the Website listed above. Entries made by any other individual or any entity, and/or originating at any other web site or e-mail address, including, but not limited to, commercial sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. The use of any device or computer software to automate the entry process is prohibited.

This Promotion is not in any way sponsored, endorsed or administered by Instagram. You are providing your information to BOB Gear and not to Instagram. By participating in this promotion, you agree to a complete release of Instagram from any claims. Participation in this promotion is subject to these official rules.

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