

THE MOVE UNITED TREK TO BRECK PRIZE DRAWING

OFFICIAL TERMS AND CONDITIONS

NO PAYMENT OR DONATION OF ANY KIND IS NECESSARY TO ENTER OR WIN.

ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ENTRIES RECEIVED. THIS PRIZE DRAWING IS VOID WHERE PROHIBITED BY LAW. AFFIDAVIT OF ELIGIBILITY, RELEASE OF LIABILITY AND/OR PRIZE ACCEPTANCE AGREEMENT MAY BE SEPARATELY REQUIRED. ONLINE REGISTRATION AND INTERNET CONNECTION MAY BE REQUIRED. ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND PARTICIPANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

BY ENTERING OR OTHERWISE PARTICIPATING IN THE PRIZE DRAWING, YOU AGREE TO THESE OFFICIAL RULES ("RULES"), WHICH ARE A CONTRACT, SO READ THEM CAREFULLY. WITHOUT LIMITATION, THIS CONTRACT INCLUDES GRANTS OF RIGHTS AND INDEMNITIES TO THE PRIZE DRAWING ENTITIES FROM YOU, MANDATORY ARBITRATION OF DISPUTES AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. Sponsor: The sponsor of The Trek to Breck Prize Drawing (the "Prize Drawing") is Move United, a Maryland non-profit corporation with a principal address at 451 Hungerford Drive, Suite 608, Rockville MD, 20850 ("Sponsor").

2. Eligibility: This Prize Drawing is only open to those eligible participants who properly enter the Prize Drawing as described herein, and who are 18 or older as of the date of entry. The Prize Drawing is only open to legal residents of the District of Columbia, Puerto Rico and the Fifty (50) United States. Employees, directors and officers of Sponsor, its respective affiliates, subsidiaries, advertising and promotion agencies, suppliers, co-promotion partners and any other Prize Drawing prize suppliers (collectively "Prize Drawing Entities"), and their immediate family members and all others residing in the same household of such Prize Drawing Entities are not eligible to participate in the Prize Drawing. The Prize Drawing is subject to all applicable federal, state, and local laws and regulations, and void where prohibited.

3. Agreement to Rules: By participating in the Prize Drawing, participants agree to be fully and unconditionally bound by these Rules, and participants represent and warrant that they meet the eligibility requirements set forth herein. In addition, participants agree to accept the decisions of Sponsor, and which shall be final and binding in all respects relating to the Prize Drawing. Failure to strictly follow the Rules may result in disqualification from the Prize Drawing and/or forfeiture of any prize(s) received.

4. As part of the Prize Drawing, eligible participants are encouraged to take part in The Trek to Breck Event (“Event”) through the fitness tracking app, Strava. The Event will begin on November 25, 2020 and end on December 2, 2020, and the goal is to complete at least one active session during this time (“Challenge Goal”).

5. Donation to Move United: To help Sponsor fulfill its mission of providing opportunities and support to people with physical challenges, participants in the Event are encouraged to make a minimum donation of ten dollars (\$10.00) or more to Sponsor. It is important to note, however, that no donation is required to enter the Prize Drawing and making a donation of any amount does not increase your chances of winning.

6. How to Enter: Eligible participants may enter the Prize Drawing in one of two ways:

a. Participate in Trek to Breck Event. Sign up for, and participate in, this Event between November 25 and December 2, 2020 using the Strava App, and complete the Challenge Goal. Follow the instructions provided by Move United to access a registration link that will allow you to enter the Prize Drawing by making a donation of ten dollars (\$10.00) or more to Sponsor.

b. Free Alternative Method of Entry. To enter without making a donation, email kstott@moveunitedsport.org with the following information: first name, last name, your legal address and age. You will then automatically receive one (1) entry into the Prize Drawing, and be included in a chance to win prizes as described in these Rules. Only one (1) entry is permitted for each individual. Your form must be received by Sponsor no later than 11:59:59 pm (Pacific Standard Time) on December 2, 2020 (according to Sponsor’s computer system) in order to be considered eligible.

Each entry must fulfill all Prize Drawing requirements, as specified, to be eligible to win a prize. Entries that are incomplete, illegible, corrupted, damaged, destroyed, false, forged, lost, late, misdirected, deceptive, or do otherwise not adhere to the Rules may be disqualified at the sole discretion of Sponsor. Participants may enter only once and must complete and provide all information requested. Participants may not enter more times than indicated by using multiple email addresses, identities or devices in an attempt to circumvent the Rules. Any entries submitted by participants determined to be using fraudulent entry methods or other attempts to circumvent the Rules will be disqualified and/or forfeit any prize(s).

7. Prizes: All eligible Prize Drawing entrants will qualify for a chance to win the following: (collectively, “Prizes”).

Grand Prize (1):

Trip for one person to the 2021 The Hartford Ski Spectacular (1)

Includes:

- Event Registration
- Transportation to and from Denver Airport - Breckenridge within Move United approved event bus time slots
- 6 Nights Lodging at Beaver Run Resort (hotel room style or equivalency)
- 1 Week (5 half-days) of Adaptive Lessons OR Race Camp Registration OR 3 Days of PSIA-AASI Clinics including Lift Tickets
- Equipment Use During Lessons (if needed)
- 1 Opening and Closing Banquet Ticket

1st Prize (2):

2020-2021 Epic Local Season Pass (2)

2nd Prize (2):

Three Night Stay at Beaver Run Resort and Spa (Weeknight Stays Only) (2)

3rd Prize (1):

Bern Ski Helmet (1), Smith Tinted Ski Goggles (1), Move United Beanie (1) and Move United Gator (1)

Winners will be notified via the email they provide, and will receive their Prizes by email, mail, or as otherwise instructed by Sponsor. Actual/appraised value may differ at time the Prizes are awarded. The specifics of the Prizes shall be solely determined by the Sponsor. No cash or other Prize substitution is permitted unless otherwise described above, and except at Sponsor's sole discretion. All Prizes are nontransferable and cannot be resold or exchanged for cash if a non-cash Prize. Any and all Prize related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of each winner. The winner(s) may be required to provide Sponsor with a valid social security number or tax identification number before the Prizes will be awarded for tax reporting purposes. An IRS Form 1099, or similar tax form, may be issued in the name of winner(s), for the actual value of the Prizes received. Any unclaimed Prizes will be forfeited. A Prize, if legitimately claimed, will be awarded, but Sponsor is not responsible for and will not replace any lost, mutilated or stolen Prizes. If the winner does not accept or use the entire Prize, the unaccepted or unused part of the Prize will be forfeited and Sponsor will have no further obligation with respect to that Prize or portion of the Prize. Acceptance of Prize constitutes permission for Sponsor to use winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

8. Odds: The odds of winning depend on the number of eligible entries received. Each eligible entry received as described above has an equal chance of winning.

9. Winner Selection and Notification: Winners of the Prize Drawing will be selected in a random drawing under the supervision of the Sponsor. Winners will be notified via email to the email address they entered the Prize Drawing within five (5) days following the winner selection. Sponsor shall have no liability for a winner's failure to receive notices due to winner's spam, junk e-mail or other security settings or for winner's provision of incorrect or otherwise non-functioning contact information. If the selected winner cannot be contacted, is ineligible, fails to claim the prize within fifteen (15) days from the time award notification was sent, or fails to timely return a completed and executed declaration and releases as required, prize may be forfeited and an alternate winner selected. The receipt by a winner of any prize offered in this Prize Drawing is conditioned upon compliance with any and all federal and state laws and regulations. ANY VIOLATION OF THESE RULES BY ANY WINNER (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS A WINNER OF THE PRIZE DRAWING AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

10. Rights Granted By Participants: By entering this Prize Drawing, participants understand that the Prize Drawing Entities, anyone acting on their behalf, and their respective licensees, successors and assigns, will have the irrevocable right, where permitted by law, without any further notice, review or consent, to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the world, participant's entry, including, without limitation, the entry and winner's name, portrait, picture, voice, likeness, image or statements about the Prize Drawing, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation. By entering the Prize Drawing participants agree to receive email newsletters periodically from Sponsor. Participants may opt-out of receiving these communications at any time by clicking the unsubscribe link in the newsletter.

11. Suspension / Modification / Termination: Sponsor reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Prize Drawing should (in its sole discretion) a virus, bug, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Prize Drawing. In such case, Sponsor may select the winners from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. 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 Prize Drawing or website or violates these Rules. Sponsor has the right, in its sole discretion, to maintain the integrity of the Prize Drawing, to void votes for any reason, including, but not limited to, multiple entries from the same user from different IP addresses, multiple entries from the same computer in excess of that allowed by Prize Drawing rules, or the use of bots, macros or scripts or other technical means for entering. Any attempt by a participant to deliberately damage any web site or undermine the legitimate operation of the Prize Drawing may be a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law.

12. Third-Party Apps or Websites: Where a Prize Drawing involves access to or use of a third party app or website, including the Strava App (collectively, "Third Party Website"), entrant understands and agrees that: (a) Sponsor has no control over the Third Party Website whatsoever; (b) participant is solely and fully responsible for his dealings with the Third Party Website and is alone responsible for making whatever investigation he or she feels is needed or useful before commencement of dealings, and taking all precautions deemed necessary to protect himself or herself from viruses, worms, Trojan horses, malware and other harmful or destructive materials potentially residing on the Third Party Website; and (c) Sponsor disclaims all responsibility for any harm resulting from entrant's access to or use of a Third Party Website. Sponsor further assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, unauthorized access to or alteration of entries, or any problem or technical malfunctions of any telephone network or line, computer online systems, servers, or providers, computer equipment, software, failure of any online Prize Drawing entry to be received on account of technical problems or traffic congestion on the Internet or at any website (including a Third Party Website), or any combination thereof, which may limit an entrant's ability to participate in the Prize Drawing.

13. Donations – Non-Refundable / Tax Receipt: Any and all donations made to Sponsor are non-refundable and Sponsor will send donor a tax receipt based on amount donated.

14. Limitation of Liability: By entering the Prize Drawing, participants agree to exempt, waive and relieve Released Parties from any and all liability for wrongful death, personal injury, and property damage, including, but not limited to, liability arising from the negligence of Released Parties. "Released Parties" include Move United and their representatives, administrators, directors, agents, coaches, employees, and volunteers; other participants, sponsoring agencies, sponsors, and advertisers; and, if applicable, the owners, operators, and lessors of premises on which the activities or events take place. Participant will be taking part in activities that can be hazardous and involve the risk of physical injury and/or death. The activities are inherently dangerous and Undersigned fully realizes the dangers of participating in the activities. The dangers and risks of the activities include, but are not limited to the condition of the premises and equipment, and the acts, omissions, representations, carelessness, and negligence of the Released Parties. Recognizing the risks and dangers, the Participant voluntarily chooses to participate in the activities and expressly assumes all risks and dangers of the participation in the activity, whether or not described above, known or unknown, inherent, or otherwise.

Participant (a) unconditionally releases, forever discharges, and agrees not to sue the Released Parties for any claims or causes of action for any liability or loss of any nature, including personal injury, death, and property damage, arising out of or relating to Participant's participation in the activities, including, but not limited to claims of negligence, breach of warranty, and/or breach of contract the Participant may or will have against the Released Parties; and (b) agrees to indemnify, defend, and hold harmless the Released Parties from and against any liability or damage of any kind and from any suits, claims or

demands, including legal fees and expenses whether or not in litigation, arising out of, or related to, Participant's participation in the activities.

BY ENTERING THE PRIZE DRAWING, PARTICIPANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (2) UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND PARTICIPANT 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 TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (3) PARTICIPANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND PARTICIPANT 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.

15. Disputes: THIS PRIZE DRAWING IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND MARYLAND, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Prize Drawing, participants agree that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Prize Drawing, shall be resolved by mandatory, binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") as supplemented by AAA's Supplementary Procedures for Consumer-Related Disputes. The arbitration shall be conducted in Rockville, Maryland, and the Federal Arbitration Act, and not any state law concerning arbitration, shall apply. The arbitration award shall be final and exclusive, and the prevailing party in the arbitration may file an action in court to confirm and to enforce the arbitration award. Any such action, or any claim, cause of action or proceeding not subject to arbitration as set forth in this Section, shall be filed and adjudicated in a state or federal court in Montgomery County, Maryland, and all parties agree to submit to the personal jurisdiction of those courts. Participants irrevocably waive any rights to seek and/or obtain injunctive or other equitable relief and any defense of forum non conveniens. Should either party pursue any other judicial or administrative action with respect to any matter included within the scope of this binding arbitration provision, the responding party will be entitled to recover its costs, expenses and attorneys' fees incurred as a result of such action. Further, any and all disputes, claims and causes of action arising out of or connected with a Prize Drawing, or any prize awarded, will be resolved individually, without resort to any form of class action.

16. Winner List: For a list of winners, please email kstott@moveunitedsport.org.

17. Miscellaneous: The invalidity or unenforceability of any provision of these Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the 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 the Rules will not constitute a waiver of that provision. When terms such as "may" are used in the Rules, Sponsor has sole and absolute discretion. Participants agree to waive any rights to claim ambiguity of the 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 Prize Drawing-related materials, privacy policy or terms of use on Sponsor's Websites and/or the terms and conditions of the Rules, the Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.