

ASB AUCKLAND MARATHON ENTER TO WIN COMPETITION

Official Rules

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED.

IRONMAN® AND AUKLAND MARATHON® ARE REGISTERED TRADEMARKS OF WORLD TRIATHLON CORPORATION.

1. Eligibility: To be eligible to enter the “ASB Auckland Marathon Enter to Win Competition” (the “Drawing”), you must be:

- (1) an individual at least 18 years old at the time of entry;
- (2) a legal resident of New Zealand or Australia;
- (3) not an employee, officer, director, or agent of World Triathlon Corporation, Sponsor (defined below), or any of their respective parents, affiliated companies, subsidiaries, licensees, suppliers, printers, or advertising or drawing/contest agencies, and not otherwise involved with or associated with the Drawing;
- (4) not an employee, officer, or director of any company or organisation associated with the Drawing;
- (5) not a shareholder of any company referenced in item (3) or (4) above (but only if such company is not a publicly traded company); and
- (6) not an immediate family member (as defined below) or a household member (as defined below) of any individual referenced in item (3), (4), or (5) above.

“Immediate family members” means parents, step-parents, children, step-children, siblings, half-siblings, spouses, and domestic partners. “Household members” means people who have the same residence at least three (3) months during the past twelve (12) months. The Drawing is subject to all applicable federal, state, and local laws and regulations. The Drawing is void where prohibited by law.

2. Sponsor & Administrator of the Drawing: IRONMAN New Zealand Limited (“Sponsor”) located at level 1, 401 Tamaki Drive, St Heliers, Auckland 1071, New Zealand.

3. Agreement to Official Rules: By participating in the Drawing, entrant represents and warrants that he/she has read and understood, and fully and unconditionally agrees to and accepts, these Official Rules and that the decisions of the Sponsor are final and binding in all matters related to the Drawing. Winning any prize is contingent upon fulfilling all requirements set forth herein.

4. Entry Periods: The Drawing entry period begins at **10:00 A.M. New Zealand Time (“N.Z.T.”)** on **Tuesday, 11 September 2018** and ends at **11:59:59 P.M. NZT** on **Sunday, 30 September 2018** (the “Entry Period”). Sponsor’s computer is the official timekeeping device for this Drawing. *(Please note: Anyone who, on or before Sunday, 30 September 2018, registered for the ASB Auckland Marathon events will be automatically entered into the Drawing.)*

5. How to Enter: NO PURCHASE IS REQUIRED TO ENTER OR WIN THE DRAWING. LIMIT ONE ENTRY PER PARTICIPANT. Individuals may enter the Drawing during the Entry Period in one of two ways:

- (a) First Method of Entry: By visiting <https://aucklandmarathon.co.nz/> and registering, during the Entry Period, for any of the 5km, 12km, 21km, or 42km ASB Auckland Marathon events that are currently scheduled to occur on or around 28 October 2018 in Auckland, New Zealand. *(Please note: Anyone who, on or before Sunday 30 September 2018, registered for the ASB Auckland Marathon events will be automatically entered into the Drawing.)*
- (b) Second Method of Entry: By mailing a post card (measuring 3.5” x 5”) requesting an entry in the Drawing and a legible statement of the entrant’s:
 - (i) Full legal name;
 - (ii) E-mail address;
 - (iii) Telephone number;
 - (iv) Date of birth; and
 - (v) Address of primary residence.

Such postcard must be mailed to “**ASB AUCKLAND MARATHON ENTER TO WIN COMPETITION Entry, c/o IRONMAN NEW ZEALAND LIMITED, P.O. Box 25377, St Heliers, AUCKLAND 1071, New Zealand**” and must be received by Sponsor during the Entry Period in order to be eligible. Each such post card received will entitle the entrant, if otherwise eligible under these Official Rules, to one (1) entry in the Drawing. (The prize winner may also be required to provide other information needed or useful in order to facilitate sending and receipt of the prize.)

Each entry, regardless of which entry method is used, has an equal chance of winning as any other entry.

Each entrant is limited to only one (1) entry in the Drawing, regardless of which of the two entry methods is used. Any attempt by an individual entrant to obtain more than one (1) entry, whether by using multiple/different e-mail addresses, identities, post cards, registrations or logins, or via any other methods, will void all of such entrant’s entries and that entrant may be disqualified from further participation or from registering anew. Any use of automated, programmed, or similar entry methods or agents will void all entries by the entrant who employs, or causes to be employed, such methods. Entry materials/data that have been tampered with or altered are void. Once submitted, entries become the sole property of Sponsor or its designee and such entries will not be acknowledged or returned.

6. Drawing: On 2 October 2018, Sponsor will conduct one (1) random drawing from all eligible entries. The first eligible entry drawn will be the Main Prize winner for the Drawing, subject to the entrant complying with and fulfilling all requirements of these Official Rules. Each entry has an equal chance of winning as any other entry.

The potential winner will be notified by email, within twenty (20) business days, at the email address provided by such entrant. To claim his/her prize, the potential winner must: (a) respond as directed within ten (10) days after the first notification attempt (the entrant is responsible for ensuring that his/her email address is enabled); and (b) return to the Sponsor, by the date and manner specified, the applicable affidavits and releases as may be required by the Sponsor. If the potential winner cannot be reached within ten (10) days after the first notification attempt, or fails to comply with any of these Official Rules, or if the Sponsor

determines that the winner is ineligible or disqualified, an alternate winner will be selected by random drawing from the remaining eligible entries.

7. Prize; Odds:

Main Prize – one (1) winner (NZD\$5,000 Value) – 5 (five) Visa Prezzie cards loaded with NZD\$1000 each.

THE WINNER MAY BE RESPONSIBLE FOR ANY AND ALL FEDERAL, STATE, AND LOCAL TAXES AND FEES ASSESSED AS A RESULT OF RECEIPT OR USE OF ANY PRIZE AND FOR ALL COSTS AND CHARGES NOT INCLUDED IN THE PRIZE PACKAGE. No prize is transferrable or redeemable for cash.

The prizes have an aggregate approximate retail value of NZD\$5,000.00. The odds of an entrant winning this Drawing depend on the total number of eligible entries submitted in accordance with these Official Rules.

Sponsor reserves the right to substitute any one or more components of the prize package with a prize or component of equal or greater value.

As a condition of receiving a prize, the potential winner may be required to complete, sign and return to Sponsor an Affidavit of Eligibility, and, except where prohibited by law, a Publicity Release, within ten (10) days after the date on which the entrant receives notice of being a winner.

8. Publicity: Except where prohibited by law, participation in the Drawing constitutes entrant's consent for the Sponsor and the Sponsor's designees to use entrant's name, voice, likeness, statements, photographs, audiovisual recordings, opinions, biographical information, and state of residence for purpose of advertising the Drawing, any subsequent drawing, contest, or other promotion by Sponsor, any event owned or licensed by Sponsor, or for any other commercial purpose, in each case in any media or manner, now known or hereafter devised, without payment, consideration, notice, or approval.

9. General Conditions: In the event that the operation, security, or administration of the Drawing is impaired in any way for any reason, including, but, not limited to, fraud, virus or other technical problem, the Sponsor may, in its sole discretion (and subject to State Lottery Laws), either: (1) suspend or modify the Drawing to address the impairment and resume the Drawing in a manner that best conforms to the spirit of these Official Rules; and/or (2) award the prize(s) in a random drawing from among all eligible entries that have registered up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Drawing or to be acting in violation of these Official Rules, or in an improper manner. Any attempt by any person to undermine the legitimate operation of the Drawing may be a violation of criminal and civil law, and, if such an attempt is made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any provision or aspect of these Official Rules shall not constitute a waiver thereof.

10. Release of Liability: Except where prohibited, by participating in the Drawing, entrants agree to release, indemnify, defend, and hold harmless Sponsor and its related companies, parents, subsidiaries, affiliates, event hosts, sponsors, and their respective agents and agencies, and their respective officers, directors, employees, shareholders, members, and agents (the "Released Parties") from and against any and all claims, actions, losses, injuries, damages, expenses, fees, taxes, assessments, judgments, or causes of action arising out of or in connection with participation in the Drawing or receipt or use or misuse of any

prize, including, but not limited to: (1) unauthorised intervention in the Drawing; (2) any technical error related to computers, servers, providers, or telephone or network lines; (3) printing errors; (4) any error in the administration of the Drawing or the processing of entries; (5) any late, lost, or undeliverable entry; or (6) injury or damage to, or taxes related to, any person or property, or the death of any person, that may be caused, directly or indirectly, in whole or in part, from any entrant's participation in the Drawing or receipt or use or misuse of any part of any prize by any person.

11. Limitations of Liability: Entrant agrees that in any cause of action, the Released Parties' liability for any and all claims, judgments, and awards will be limited to the reasonable out-of-pocket expenses actually paid for by the entrant that are directly related to entering and participating in this Drawing (which, for the avoidance of doubt, excludes, for example, telephone expenses and Internet access), and in no event shall any of the Released Parties be liable for attorney's fees.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE ENTRANT WAIVES THE RIGHT TO CLAIM ANY OTHER DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, PUNITIVE, COMPENSATORY, CONSEQUENTIAL, DIRECT, OR INDIRECT DAMAGES, DAMAGE TO PROPERTY OR PERSON, OR ANY LOSS OF DATA, LOST PROFITS OR INCOME, OR LOSS OF CONSORTIUM, OR CLAIMS BY THIRD PARTIES, AND THE ENTRANT FURTHER WAIVES ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MIGHT NOT APPLY TO YOU.

WITHOUT LIMITING THE GENERALITY OR EFFECT OF THE FOREGOING: NONE OF THE RELEASED PARTIES MAKES ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY PROMOTIONAL WEB SITE AND NONE OF THE RELEASED PARTIES WILL BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS RELATED THERETO. NONE OF THE RELEASED PARTIES IS RESPONSIBLE FOR LOST, LATE, INCOMPLETE, ILLEGIBLE, INACCURATE, DELAYED, GARBLED, DAMAGED, STOLEN OR MISDIRECTED ENTRIES, OR PROBLEMS OF ANY KIND RELATED THERETO, WHETHER OF MECHANICAL, HUMAN, OR ELECTRONIC CAUSE OR ORIGIN.

ENTRANTS AGREE THAT NONE OF THE RELEASED PARTIES HAS MADE OR ARE IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION, OR GUARANTEE, WHETHER STATUTORY, EXPRESS, OR IMPLIED (INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE), IN FACT OR IN LAW, RELATIVE TO THE DRAWING OR PRIZE.

If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Drawing; provided that if it is not possible to award another entry due to discontinuance of the Drawing for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any prize offered.

12. Choice of Forum; Governing Law: All issues and questions concerning the construction, validity, interpretation, or enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Drawing, shall be governed by, and construed in accordance with, the laws of the State of Australia nominated by the Sponsor, without giving effect to any choice of law or conflict of law rules that would result in the application of the laws of any other jurisdiction. Entrant agrees that any and all disputes, claims and causes of action arising out of or connected with this Drawing, or any prizes

awarded or not awarded shall be resolved solely individually, without resort to any form of class action, and exclusively by the appropriate court located in the capital city of such State.

13. Winner List: For a statement of the identification of the winner in the Drawing, visit www.aucklandmarathon.co.nz. The Winner List will remain posted until 31 November 2018.

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Official Rules © 2018 World Triathlon Corporation