

Atlanta Journal-Constitution Peachtree Road Race VIP Package Sweepstakes

NO PURCHASE NECESSARY. PURCHASE WILL NOT IMPROVE CHANCES OF WINNING.

ELIGIBILITY: Atlanta Journal-Constitution Peachtree Road Race VIP Package Sweepstakes (“Sweepstakes”) begins on March 15, 2022 at 12:00:01 a.m. Eastern Time (“ET”) and ends on June 4, 2022 at 11:59:59 p.m. ET (“Entry Period”). The Sweepstakes is open to legal residents of the fifty (50) United States and the District of Columbia who are 18 years of age or older at time of entry. Void outside the U.S., U.S. territories (including Puerto Rico), and wherever else prohibited by law. Employees of Atlanta Track Club, (“Sponsor”), and its parent companies, subsidiaries, affiliates, advertising agencies, public relations agencies, prize suppliers, including any vendors providing services in connection with this Sweepstakes (collectively, the “Sponsor Affiliates”), and employees, agents, directors, and officers (including members of their immediate family – i.e., spouse, mother, father, in-laws, grandmother, grandfather, brother, sister, children and grandchildren – or same household) of Sponsor or any Sponsor Affiliates are not eligible to participate. Limit one entry to the Sweepstakes per person, regardless of the method of entry used. Any entrant who attempts to enter multiple times will be disqualified. Odds of winning depends on the number of eligible entries received.

SPONSORS:

Atlanta Track Club, Inc., 201 Armour Drive NE, Atlanta, GA 30324

TO ENTER: During the Entry Period, eligible persons may enter the Sweepstakes. There are two (2) ways to enter: **(1)** On-line at <https://www.ajc.com/peachtree/>, by signing up for the AJC Peachtree Road Race; Specifically eligible persons can go to www.atlantatrackclub.org, visit the AJC Peachtree Road Race Entry Form Page and enter by purchasing an entry form during the Entry Period. Eligible persons must complete the entry form in its entirety, which will include name, address, phone number, email address and date of birth. This entry will be automatically submitted upon completing the purchase order and entry form. OR **(2)** On-line at atlantatrackclub.org using the [Alternate Method of Entry Sweepstakes Entry form](#) for a free entry; complete the entry form in its entirety and submit the completed entry form. You must complete the entry form in its entirety, which will include name, phone number, email address.

By entering, entrant also grants to Sponsor the worldwide, perpetual, irrevocable, fully sub-licensable, and transferable right, but not the obligation, to use any and all names, identities, titles, likenesses, distinctive appearances, physical likenesses, images, portraits, pictures, photographs (whether still or moving), screen personas, voices, vocal styles, statements, gestures, mannerisms, personalities, performance characteristics, biographical data, signatures, and any other indicia or imitations of identity or likeness listed, provided, referenced, or otherwise contained in the entry (all attributes, collectively, per person, a “Persona”) for purposes of advertising and trade, in any format, medium, or technology now known or later developed without further notice, approval, or compensation, unless prohibited by law. Sponsor reserves the right to disqualify any entrant in its sole discretion. If any process fails to operate properly or appears to be tampered with or tainted with errors, fraud or unfair practices, Sponsor reserves the right to use another means to determine the winner(s). All entries are subject to verification.

WINNER SELECTION: One hundred (100) winners will be selected at random after conclusion of the "Entry Period". The selected winners are subject to verification and will be required to complete an affidavit of eligibility in order to be confirmed as the winners. If the selected winners cannot be verified, do not submit the signed affidavit of eligibility, or if they do not respond within five business days after initial contact by Sponsor, then Sponsor reserves the right to disqualify the selected winners and choose alternate winners from the remaining qualifying entries.

PRIZE: The winners will receive:

- VIP Race Morning Premium Parking at the start line of the Atlanta Journal-Constitution Peachtree Road Race
- Commemorative Shirt for the 53rd Running of Atlanta Journal-Constitution Peachtree Road Race
- Commemorative Medal for the 53rd Running of Atlanta Journal-Constitution Peachtree Road Race
- MarathonFoto package
- Guarantee of at least placement in Start Wave E
- Admission into the Atlanta Track Club member party at Park Tavern

The approximate retail value of the prize is: \$125

All costs, taxes, fees, and expenses associated with any element of any prize not specifically addressed above are the sole responsibility of the respective winners. All prize details will be determined by the Sponsor in its sole discretion. Prizes are not transferable or refundable and must be accepted as awarded by winners. No cash or other substitution may be made, except by the Sponsor, who reserves the right to substitute a prize (or component thereof) with another prize (or component thereof) of equal or greater value if the prize is not available for any reason as determined by the Sponsor in its sole discretion. Winners are responsible for all costs and expenses associated with prize acceptance and use not listed above as being provided, including but not limited to meals, incidentals, ground transportation, souvenirs, taxes, fees, surcharges. The reporting and payment of any tax liabilities incurred by the Winners as a result of this Contest and any prize(s) won are the sole responsibility of the Winners. Any expenses not expressly included in the prize description in these Official Rules, are the sole responsibility of the winners. In the event more winner notifications are issued, or more winning prize claims are received, than the number of prizes set forth in these Official Rules due to computer, printing, seeding, human, or other error or problem, a random drawing will take place from all eligible prize claims for the prize at issue to award the proper number of prizes as set forth in these Official Rules.

Prize awarded "AS IS." Neither Sponsor nor Sponsor Affiliates make or offer any warranty or guarantee, either express or implied (including, without limitation, quality, merchantability and fitness for a particular purpose) in connection with this Sweepstakes or any prize. Prize details and availability are subject to change, in which case a prize of equal value may be substituted at Sponsor's sole discretion. Prizes consist only of the items listed, are non-transferable, with no cash redemption or substitution except at Sponsor's sole discretion. Prizes are subject to requirements, terms, conditions, expiration dates, and restrictions imposed by the race authorities. Federal, state, and local taxes on prizes, if any,

and any other costs, fees and expenses not listed above as specifically included as part of the prize are the sole responsibility of winner.

ALL TAXES ARE THE SOLE RESPONSIBILITY OF THE WINNERS.. An IRS form 1099 and other tax-related forms and documents may be issued by Sponsor if required by law. Winners are solely responsible for all costs and liability associated with any travel and accommodations related to the Sweepstakes or any prize. No travel or accommodations will be provided or compensated. Winners and travel companion must possess and show valid identification documents required by race authorities. Prize winners must sign a liability/publicity release prior to event. NOTIFICATION: Winners will be notified by phone or email, as determined by Sponsor in its sole discretion. In the event a phone or email notification is required, potential winner must respond to the notification and provide all requested information, including a street mailing address, within twenty-four (24) hours of the notification or the potential prize will be forfeited. To claim any prize, Sponsor may require winner(s) to complete, sign, and return Affidavit of Eligibility/Liability Release/Publicity Release forms, and other applicable documents, which may require a social security number, to be e-mailed to Sponsor as Sponsor directs. At Sponsor's discretion, winners may be required to produce picture or some other form of proper identification to claim any prize. Sponsor reserves the right to substitute any prize with prize of equal or greater value. If a potential winner cannot be contacted, fails to timely claim the prize, is disqualified, fails to timely execute and return any required forms, or if the prize notification is returned as undeliverable, an alternate winner will be selected from other potential winners and/or by random draw from all remaining eligible entries. If by reason of printing or other error, more prizes are claimed than the number of prizes set forth in these Official Rules, a random drawing will be held to award the advertised number of prizes in the relevant category. Under no circumstances will more than the advertised number of prizes be awarded.

PUBLICITY & MARKETING: Acceptance of any prize constitutes permission to the Sponsor to use winners' name, voice, statements, image, and likeness for purposes of advertising and trade, in any medium, without further compensation or notice, unless prohibited by law. Submission of contact information in connection with this Sweepstakes (whether or not required), including mailing address, phone number, and email address during entry constitutes permission for Sponsor to add entrant to Sponsor's customer database and to contact entrant in the future for promotional and other reasons.

NO LIABILITY & INDEMNIFICATION: Sponsor and Sponsor Affiliates are not responsible for and entrants release each from any failures of any kind (whether caused by computer, technical, or human error) which may either limit the entrant's ability to submit an entry, claim a prize, or otherwise participate in this Sweepstakes, or Sponsor's ability to include all eligible entries, conduct random drawings, notify potential winners, or otherwise execute this Sweepstakes in the manner intended. Entrants further release and agree to indemnify Sponsor and Sponsor Affiliates from all liability, claims or actions of any kind whatsoever alleged to arise from injuries, damages, or losses to persons or property in connection with this Sweepstakes including, but not limited to: (a) the receipt, ownership or use of any prize awarded; (b) any travel or prize-related activity; (c) any typographical or other error in these Official Rules or any other materials disseminated by Sponsor; and (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of

cause, with any equipment, systems, networks, lines, satellites, servers, computers, or providers used by an entrant, Sponsor, or Sponsor Affiliates.

OTHER TERMS: Decisions of Sponsor on all matters related to the Sweepstakes are final. Sponsor reserves the right to cancel or modify the Sweepstakes for any reason, including but not limited to, if fraud, misconduct or technical failures destroy the integrity of the Sweepstakes, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper administration of the Sweepstakes as determined by Sponsor, in its sole discretion. Sponsor reserves the right to disqualify or prohibit the participation of an individual if fraud or tampering is suspected, or if the individual fails to comply with any requirement of participation or with any provision in these Official Rules.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL & CIVIL LAWS. SPONSOR RESERVES THE RIGHT TO DISQUALIFY AND/OR SEEK DAMAGES FROM ANY INDIVIDUAL MAKING ANY SUCH ATTEMPTS TO THE FULL EXTENT PERMITTED BY LAW. DISPUTE RESOLUTION: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by arbitration in Atlanta, Georgia; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Georgia without giving effect to any choice of law or conflict of law rules (whether of the State of Georgia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Georgia. WINNER LIST: To obtain a list of winners do one of the following:

- Email questions@atlantatrackclub.org
- Send a letter to Atlanta Track Club: 201 Armor Dr. Atlanta GA, 30324
- Call 404-231-9064