

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

**ELIGIBILITY:** The PNC Atlanta 10 Miler & 5K Giveaway (“Promotion”) begins on October 11, 2019 at 12:00:01 a.m. Eastern Time (“ET”) and ends on October 16, 2019 at 11:59:59 p.m. ET (“Promotion Period”). The Promotion 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 Promotion (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.

**TO ENTER:** During the Promotion Period, register for the PNC Atlanta 10 Miler & 5K by visiting [Atlantatrackclub.org](http://Atlantatrackclub.org) or send an entry form request to: Atlanta Track Club 201 Armour Dr. NE, Atlanta GA 30324. Maximum of one (1) entry per person, regardless of method of entry. Illegible and incomplete entries are void. Sponsor is not responsible for lost, late, misdirected entries or entries not received regardless of cause. The processes of Sponsor shall be the official timekeeping devices of the Promotion as determined in Sponsor’s sole discretion, and Sponsor shall have sole discretion over what does and does not constitute an eligible and/or timely entry. 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), i.e. ask the Judging Panel to determine qualifying entries. All entries are subject to verification.

**WINNER SELECTION:** Winner will be selected at random at the end of the “Promotion Period”. The selected winner is subject to verification. Five winners will receive two tickets to Cirque du Soleil Volta. They will be given the open to choose from three different dates: October 22, 23 or 24 (Estimated Value: \$260). 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 Promotion 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 WINNER AND GUEST. An IRS form 1099 and other tax-related forms and documents may be issued by Sponsor if required by law. Winner and any guests are solely responsible for all costs and liability associated with any travel and accommodations related to the Promotion or any prize. No travel or accommodations will be provided or compensated. Winner and travel companion must possess and show valid identification documents required by race authorities. Prize guests must sign a liability/publicity release prior to event. NOTIFICATION: Winner(s) 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 Promotion (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 Promotion, or Sponsor's ability to include all eligible entries, conduct random drawings, notify potential winners, or otherwise execute this Promotion in the manner intended. Entrants further release and agree to indemnify Sponsor, 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 Promotion 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 Promotion are final. Sponsor reserves the right to cancel or modify the Promotion for any reason, including but not limited to, if fraud, misconduct or technical failures destroy the integrity of the Promotion, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper administration of the Promotion 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 PROMOTION 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 Promotion 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 Promotion, 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 Promotion, 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, email [questions@atlantatrackclub.org](mailto:questions@atlantatrackclub.org). or call 404-231-9064.