

Xero Shoes T-Shirt Contest Official Rules

Eligibility: The contest is open to legal residents of the United States who are eighteen (18) years of age or older (or the age of majority, whichever is greater) and of legal age to form a binding contract. Employees of Sponsor and their immediate family members are prohibited from entering. Entrants are subject to all applicable federal, state and local laws and regulations. Void where prohibited by law.

Sponsor: The contest is sponsored by Feel the World, Inc. dba Xero Shoes, 100 Technology Drive, Suite 315C, Broomfield, CO 80021, USA (“Sponsor”).

Agreement to Official Rules: By participating in this contest (the “Contest”), entrants agree to abide by the terms and conditions thereof as established by Sponsor. Sponsor reserves the right to qualify all submissions and to reject any submissions that do not meet the requirements for participation as established by Sponsor.

Contest Period: The Contest begins on September 18, 1pm MST and ends on October 18, 11:59 pm MST (“Contest Period”). Entries received before or after the Contest Period are void. Sponsor’s computer is the official time-keeping device for the Contest.

How to Enter: During the Contest Period, you may enter via Facebook, Twitter, or Instagram as follows:

To enter via Twitter, visit twitter.com during the Contest Period and either (a) log in to your Twitter account or (b) create a free Twitter account if you do not already have one (please note that you must agree to Twitter’s Terms of Service). Before entering the Contest, the “Protect my Tweets” option in your account settings must be set to “OFF”. To enter, post a photo of your t-shirt design and include the hashtag #xeroshoestshirtcontest (and “Entry”). Tweets must be uploaded in accordance with the Twitters Terms of Service (<https://twitter.com/tos?lang=en>).

To enter via Instagram, visit [instagram.com](https://www.instagram.com) and either (a) log in to your Instagram account or (b) create a free Instagram account if you do not already have one (please note that you must agree to Instagram’s terms and conditions). Before entering the Contest, the “Photos Are Private” option in your Instagram account settings must be set to “OFF”. To enter, post a photo of your t-shirt design and include the hashtag #xeroshoestshirtcontest (also, an “Entry”). Photos must be uploaded in accordance with the Instagram Terms of Use (<http://instagram.com/about/legal/terms/>).

Limit one Entry per person per day. Entrants must use their regular social media accounts and not create an additional account specifically for the purpose of entering the Contest. In Sponsor’s sole discretion, it may disqualify Entries posted to social media accounts made solely for the purpose of entering the contest. Incomplete Entries are invalid and not eligible to win.

Use of computer programs and/or other automated devices to enter the Contest is prohibited. Normal internet access and device usage charges imposed by your ISP may apply.

Sponsor assumes no responsibility for computer system, hardware, software or program malfunctions or other errors, failures, delayed computer transactions or network connections that are human or technical in nature, or for damaged, lost, late, illegible or misdirected entries; technical, hardware, software, electronic or telephone failures of any kind; lost or unavailable network connections; fraudulent, incomplete, garbled or delayed computer transmissions whether caused by Sponsor, the users, or by any of the equipment or programming associated with or utilized in this Contest; or by any technical or human error that may occur in the processing of submissions or downloading, that may limit, delay or prevent an entrant's ability to participate in the Contest.

Sponsor reserves the right, in its sole discretion, to cancel or suspend this Contest and award the prizes from Entries received up to the time of termination or suspension should causes beyond Sponsor's control, including unauthorized human intervention, which, in the sole opinion of Sponsor, corrupt, compromise or materially affect the administration, fairness, security or proper play of the Contest or proper submission of entries. Sponsor is not liable for any loss, injury or damage caused, whether directly or indirectly, in whole or in part, from downloading data or otherwise participating in this Contest.

Use of Entries: All Entries shall remain the property of the entrants, although entrants agree that by entering this Contest, they to grant to Sponsor a non-exclusive, worldwide, perpetual right (sublicensable through multiple tiers) to edit, modify, cut, rearrange, add to, delete from, publish, copy, exhibit, transmit, perform, broadcast or otherwise use the Entry by any means and in any media, whether now known or hereafter developed, for any and all purposes, without further review, notice, approval, consideration, or compensation. However, Sponsor has no obligation to use any Entries, whether from Winners or non-winning entrants. Entrants further agree that Sponsor may use their name, likeness, image, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

Selection of Winner: On or about October 28, 2019 one winner (each, a "Winner") will be selected by a panel of judges based on the following criteria:

Creativity, ability to print on t-shirt, number of times shared, and number of likes in entry portal.

The odds of winning are not calculable in advance and depend on the number of eligible entries received.

Notification of Potential Prize Winners: The Winners will be notified via a direct message on the platform in which they entered. If any Winner does not acknowledge acceptance of the Prize

within ten (10) business days after being notified that he or she is a Winner, another Winner may be chosen using the same procedure specified above.

Requirements of Winners: Sponsor may require all Winners to sign and return an affidavit of eligibility and liability and publicity release, wherever lawful, as a precondition to award of any Prize. If any Winner fails to sign and return the requested documents to Sponsor, that Winner may be disqualified, and the Prize will thereafter be awarded to an alternate Winner from the remaining valid entries using the procedure specified above.

Prize: The winner's t-shirt design will be printed as the new Xero Shoes t-shirt (the "Prize").

Privacy: By submitting an entry, participants acknowledge and agree that any personal information that they provide will be maintained in accordance with Sponsor's Privacy Policy, which can be found at <https://xeroshoes.com/privacy/>.

RELEASE AND PUBLICITY: ENTRANTS AGREE TO RELEASE AND HOLD HARMLESS SPONSOR AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, AFFILIATED COMPANIES, SUBSIDIARIES, SUPPLIERS, DISTRIBUTORS, ADVERTISING AND PROMOTIONAL AGENCIES, AGENTS, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF PARTICIPATION IN THE CONTEST. SPONSOR IS NOT RESPONSIBLE FOR ANY TYPOGRAPHICAL OR OTHER ERROR IN THE PRINTING OF THE OFFER OR ADMINISTRATION OF THE CONTEST OR IN THE ANNOUNCEMENT OF THE PRIZE. BY RECEIPT OF THE PRIZE AND BY SIGNING AN AFFIDAVIT OF ELIGIBILITY AND LIABILITY/PUBLICITY RELEASE, IF REQUESTED, EACH WINNER CONSENTS TO THE USE OF HIS OR HER NAME, AND ADDRESS BY SPONSOR FOR ADVERTISING AND PROMOTIONAL PURPOSES, WITHOUT ANY ADDITIONAL COMPENSATION, EXCEPT WHERE PROHIBITED. NO ENTRIES WILL BE RETURNED. ALL ENTRIES BECOME THE PROPERTY OF SPONSOR.

DISPUTES: EACH ENTRANT AGREES THAT: (1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THIS CONTEST, OR ANY PRIZES AWARDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORTING TO ANY FORM OF CLASS ACTION, PURSUANT TO ARBITRATION CONDUCTED UNDER THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, TO TAKE PLACE IN DENVER, COLORADO; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THIS CONTEST, 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, 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 ENTRANT AND SPONSOR IN CONNECTION WITH THE CONTEST, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW, RULES OR PROVISIONS (WHETHER OF THE STATE OF COLORADO OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF COLORADO.

Contest Results and Official Rules: To obtain the identity of the Winner and/or a copy of these Official Rules, contact Rachel Cochran at rachel@xeroshoes.com.