

2015 Krispy Kreme Challenge Costume Contest, presented by visitRaleigh.com (the “Contest”)

## OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN THE CONTEST.

### 1. CONTEST DESCRIPTION

The “Sponsor” is the Greater Raleigh Convention and Visitors Bureau (GRCVB or visitRaleigh.com), 421 Fayetteville Street, Suite 1505, Raleigh, NC 27601.

Sponsor’s Krispy Kreme Challenge Costume Contest (the “Contest”) is a friendly competition to raise awareness of running in the Krispy Kreme Challenge and to celebrate those who dress up and run the event. Runner costumes will be judged on a variety of levels by Sponsor marketing staff and other celebrity/guest judges.

The Contest begins at 6:00 AM Eastern on February 14, 2015, and ends upon the official start of the 2015 Krispy Kreme Challenge race on the morning of February 14, 2015. The judging process will take place during the race, and the announcement of winners will take place at the end of the race and online on February 14, 2015. The deadline for submissions is the official start of the 2015 Krispy Kreme Challenge race on February 14, 2015. Odds of winning depend on the number of eligible entries received.

#### **There will be a choice of three contestant entry divisions:**

- 1) Single Contestant Division: only a single person may enter the contest as one entrant.
- 2) Group Contestant Division: three or more persons may enter the contest as one entrant.
- 3) Couple Contestant Division: two persons may enter the contest as one entrant.

One potential winner in each division will be announced onsite immediately following the Krispy Kreme Challenge and also sent a prize-winning notification via a text message and/or a phone call at the end of the race on February 14, 2015. Winners must claim prize within one (1) hour after they are notified and announced at the end of the race by responding in person at the visitRaleigh.com text or via text message and/or a phone call, or an alternate potential winner will be selected. Prizes will be given to winners on-site. In addition, an alternate potential winner will be selected in the event that a potential winner (i) does not comply with these official rules, (ii) cannot be contacted or provides an incorrect phone number, (iii) is ineligible, or (iv) fails to claim a prize.

Acceptance of a prize constitutes permission for Sponsor and contest entities to use the winner's name and likeness for administering the Contest, as well as for advertising and promotional purposes without compensation, unless otherwise prohibited by law.

## 2. ELIGIBILITY

This contest is open only to legal residents of the 50 United States and the District of Columbia (excluding Puerto Rico and all other territories), who are 18 years of age or older.

Employees, officers and directors of Sponsor, and members of their immediate families (defined as spouse, child, sibling, parent, or partner), together with those with whom such employees, officers and directors are domiciled, are NOT eligible to participate in the Contest.

Each winner (including each person who is a member of the group that is the winner of the Group Contestant Division or both people in the couple that is the winner of the Couple Contestant Division) will be required to execute a liability release attesting that the winner has complied with all the official rules and that the winner releases Sponsor and all prize-supplier companies from all liability for damages or personal injury in connection with the winner's use of the prize, and a publicity release consenting that the Sponsor and anyone they may authorize may, without compensation, use the winner's name, photograph or other likeness, biographical information and statements concerning the Contest or the Sponsor for purposes of advertising and promotion.

## 3. HOW TO SUBMIT A CONTEST ENTRY

Each person wishing to enter the Contest ("Entrant") must:

- Each Entrant will be asked to fill out a short entry form on February 14 at the 2015 Krispy Kreme Challenge with his or her division, primary contact name, character name, mailing address, phone number and email address. For an entry in the Group Contestant Division and the Couple Contestant Division, only one entry is needed to register a group or couple; provided, however, a group or couple entry must designate a primary contact person for the group or couple and include all required contact information for the primary contact person as well as the name and city of residence for each other member of the group or the other individual in the couple; provided further, that each member of the group or individual in the couple must sign the entry form. Each Entrant is also signing up to receive future visitor information customized to visitors of Wake County. (See [Privacy Policy](#) on the Sponsor's website as well as Paragraph 12 of these Official Rules).
- Each Entrant must wear his or her costume to the Krispy Kreme Challenge, February 14, 2015, and sign in at the visitRaleigh.com tent near the North Carolina State University Bell Tower at the intersection of Hillsborough St. and Pullen Rd. prior to the official start of the race. At that table, staff will take a photo of each Entrant, which will be used for the website as part of a gallery and used to judge the winner in each division. Each Entrant must bring his or her race/registration number when he or she signs in.

#### 4. CONDITIONS OF CONTEST ENTRY

All entries become the property of the Sponsor and will not be acknowledged or returned. By entering the Contest, each Entrant (including each member of a group that submits a single entry into the Group Contestant Division and each individual in a couple that submits a single entry into the Couple Contestant Division) accepts and agrees to be bound by these Official Rules, including the decisions of the Sponsor which are final and binding in all respects.

As conditions of entry into the Contest, each Entrant:

- WARRANTS AND REPRESENTS THAT THE ENTRANT OWNS ALL RIGHTS TO THE MATERIALS HE/SHE IS SUBMITTING (COLLECTIVELY, THE “CONTEST ENTRY MATERIALS”).
- Irrevocably grants to Sponsor, and its affiliates, legal representatives, assigns, agents and licensees, a worldwide, royalty-free, non-exclusive, sub licensable, unconditional, perpetual and transferable right and license to copyright (only as applicable), reproduce, encode, store, modify, copy, transmit, publish, post, broadcast, display, edit for length and content, publicly perform, adapt, exhibit and/or otherwise use or reuse (without limitation as to when or to the number of times used), the Entrant’s name, address, image, likeness, statements, biographical material and Contest Entry Materials, including, but not limited to, any additional images and other materials relating to the Entrant and arising out of his/her participation in this Contest (with or without using the Entrant’s name) (collectively, the “Additional Materials”) (in each case, as submitted or as edited/modified in any way, whether by the Sponsor, its licensees, or assigns, in the Sponsor’s sole discretion) in any media throughout the world for any purpose, without limitation, and without additional review, compensation, or approval from the Entrant or any other party.
- Irrevocably grants to Sponsor, and its affiliates, legal representatives, assigns, agents and licensees, a worldwide, royalty-free, non-exclusive, sub licensable, unconditional, perpetual and transferable right and license to use the Contest Entry Materials for advertising, promotional or any other commercial purposes, including without limitation, the right to publicly display, reproduce and distribute the Contest Entry Materials in any other media, now known or hereafter devised, discovered or developed, throughout the world or universe, in perpetuity, in and/or via any format whatsoever, including, without limitation, any and all rights to license any of the same to any third parties, including, without limitation, Sponsor’s ability to publish, reproduce and otherwise use. Entrant’s name may be published on any Sponsor-owned website.
- Forever waives any rights of privacy, intellectual property rights, and any other legal or moral rights that may preclude Sponsor’s use of the Entrant’s Contest Entry Materials or Additional Materials, or require the Contest Entrant’s permission for Sponsor to use them for promotional purposes, and agrees to never sue or assert any claim against the Sponsor’s use of those materials.

- Agrees to indemnify and hold the Sponsor and its respective affiliates, officers, directors, agents, co-branders or other partners, and any of their employees (collectively, the “Contest Indemnitees”), harmless from any and all claims, damages, expenses, costs (including reasonable attorneys’ fees) and liabilities (including settlements), brought or asserted by any third party against any of the Contest Indemnitees arising out of or in connection with the Contest, including, but not limited to, (a) any Contest Entry Materials or Additional Materials (including, but not limited to, any and all claims of third parties, whether or not groundless, based on the submission of such other material or based on trademark, copyright, or other intellectual property rights, right of publicity, right of privacy or defamation); (b) any breach by Entrant of any warranty, agreement or representation contained in the Official Rules or in any documentation submitted by Entrant; (c) the Entrant’s conduct during and in connection with this Contest; or (d) the acceptance of any prize.

#### 5. SPONSOR’S RIGHT TO DISQUALIFY

At any time during the Contest, Sponsor reserves the right, in its sole and unfettered discretion, to disqualify and remove any Contest entry that it believes does not meet the spirit or requirements of the Official Rules. The decisions of the Sponsor on this and all matters relating to the Contest are final and binding.

#### 6. WINNER SELECTION PROCESS

A total of one (1) winner will be selected in the Single Contestant Division, a total of one (1) winner will be selected in the Group Contestant Division and a total of one (1) winner will be selected in the Couple Contest Division by Sponsor marketing staff on hand during the Krispy Kreme Challenge race, February 14, 2015. Runner costumes will be judged on a variety of levels; most importantly, judges will be looking for costumes that coincide with the Raleigh area’s appeal for visitors; they should be smart, unexpected, celebratory or dynamic.

Other Costume Contest and Judging Guidelines:

- Please keep costumes clean. No derogatory/offensive T-shirts or costumes will be judged.
- A good rule is the swimsuit rule. Costume should include more clothing or covering than what a person would normally wear to a public pool.
- To compete in the Contest, an Entrant must hold an entry in the Krispy Kreme Challenge.
- An Entrant must be present and in costume to sign in. Signing in for a friend is not allowed.
- Entrants must be 18 years of age or older to enter.
- No weapons or sharp-edged items that can be harmful to others are allowed. Any replica of a weapon, such as a plastic sword or gun, must clearly be non-realistic and non-threatening in appearance.
- All rules are subject to change, and final interpretations of these rules are up to Sponsor marketing staff and judges.

- Sponsor reserves the right to reject any Contest entry in its sole discretion for failure to follow these guidelines

## 7. PRIZES

Single Contestant Division: The grand prize winner will receive a \$100 gift certificate to Runologie in Raleigh.

Group Contestant Division: The grand prize winner will receive a \$100 gift certificate to The Players' Retreat in Raleigh. Sponsor will give the gift certificate to the primary group contact person. Sponsor has no liability or responsibility for the failure of the primary group contact person to claim the prize or to deliver or share the prize with other members of the group.

Couple Contestant Division: The grand prize winner will receive a \$50 gift certificate to David's Dumpling and Noodle Bar in Raleigh, plus Videri Chocolate Factory chocolate. Sponsor will give the gift certificate and the chocolate to the primary couple contact person. Sponsor has no liability or responsibility for the failure of the primary couple contact person to claim the prize or to deliver or share the prize with the other individual in the couple.

The total grand-prize packages have a fair market value of \$100 (Single Contestant Division), \$100 (Group Contestant Division) and \$60 (Couples Contestant Division), respectively. The prize is non-transferable and shall be deemed to have no cash value. All unclaimed and/or unused portions of the prize may not be used as sales or trade incentives for employees of Sponsor, their agencies or clients.

No prize substitution is permitted, except by Sponsor, which reserves the right to substitute any prize of equal or comparable value including cash in the event of prize unavailability.

ALL FEDERAL, STATE AND LOCAL TAXES, FEES AND SURCHARGES APPLICABLE TO THE PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER. Winner acknowledges and agrees that as a condition of being awarded the prize, Winner must sign and return a standard release form on February 14, 2015, at the Krispy Kreme Challenge. Noncompliance within this time period may result in disqualification and an alternate Winner may be selected.

If any activity relating to any prize is canceled or postponed for any reason, the balance of the prize will be awarded in full satisfaction of prize award.

## 8. OTHER RESTRICTIONS AND EXCLUSIONS

Prize package fulfillment is subject to availability and restrictions of the Sponsor and other prize providers. Items NOT included as part of the prize which are the responsibility of the Winner include all costs and expenses associated with attending and participating in the Krispy Kreme Challenge, including but not limited to lodging, transportation, food and beverage, merchandise and souvenirs, incidental expenses, tips & gratuities, income taxes and all other costs and expenses not otherwise mentioned herein.

## 9. LIMITATIONS OF LIABILITY

Each Entrant acknowledges and agrees to the limitations of liability set forth in this Paragraph 9.

Sponsor assumes no responsibility for any computer, online, telephone transmission or technical malfunctions that may occur during participation in the Contest, or theft, destruction or unauthorized access to, or alteration of, Contest entry Materials or Additional Materials. Sponsor is not responsible for any incorrect or inaccurate information, whether caused by website users, Entrants, or any of the equipment or programming associated with or utilized in the Contest, or for any technical or human error which may occur in the processing of submissions in the Contest. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation of transmission, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, email, players or browsers, whether on account of technical problems, traffic congestion on the Internet or at any website, or on account of any combination of the foregoing (including but not limited to any such problems which may result in the inability to access the Contest Site or to submit Entry Materials in connection with the Contest). Sponsor is not responsible for any injury or damage to participants or to any computer related to or resulting from participating or downloading materials in this Contest. If, for any reason, the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest and select winners from among that portion of the Contest that has not been compromised, if any. Sponsor reserves the right to cancel this contest at any time without obligation or prior notice.

Sponsor has no role or responsibility in connection with the organization or operation of the Krispy Kreme Challenge. Entrants assume all risks associated with running in this event, including to but not limited to: falls, contact with other participants, effects of the weather, traffic, the condition of the road, and gastrointestinal discomfort, all such related risks being known and appreciated by the Entrant.

In consideration of Sponsor accepting an Entrant's Contest entry, the Entrant waives and releases Sponsor and its officers, employees, agents, representatives and successors from all claims or liabilities of any kind whatsoever resulting from the Entrant's participation in the Krispy Kreme Challenge and the Contest even though such claim or liability may arise out of negligence or carelessness on the part of the persons named in this waiver.

## 10. ARBITRATION/CHOICE OF LAW

Except where prohibited, Entrants agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Contest, any prize awarded, or the determination of the Winner, shall be resolved individually, without resort to any form of class action, and exclusively by binding arbitration pursuant to the Rules of the American Arbitration Association, then effective, and (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. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall take place in Raleigh, North Carolina. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Entrant and/or Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of North Carolina, without regard for conflicts of law doctrine, and all proceedings shall take place in the State of North Carolina.

#### 11. OTHER DISCLAIMERS

Except where prohibited by law, participation in the Contest shall constitute an Entrant's consent to be bound by these Official Rules and to conform to all federal, state and local laws.

The Sponsor, in its sole discretion, reserves the right to disqualify any individual who attempts to undermine the legitimate operation of the Contest by tampering with any web site mechanism, acts in a disruptive manner or violates these Official Rules.

**CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION OF SUCH ENTRANT. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.**

#### 12. PERSONAL INFORMATION AND PRIVACY POLICIES

From time to time the visitRaleigh.com website requests information from users through surveys or Contest. Participation in these surveys or Contest is completely voluntary, and the user therefore has a choice whether or not to disclose requested information. Personal information requested may include contact information (such as name and address), demographic information (such as gender, occupation and age range) and vacation habits or plans.

Survey participants may be contacted about their vacation experiences in Greater Raleigh, N.C. The Sponsor or its agents may, from time to time, contact Contest participants with special offers made by our marketing partners – Greater Raleigh's tourism businesses. At that time, users will have the option to request to not receive any further information or offers from the Sponsor. The Sponsor will not provide personal information collected via surveys to businesses or organizations for their own direct marketing purposes. Information provided for Contest entry will be used by the Sponsor to notify the Winner and award the prize. Contact information may also be used for direct marketing purposes by the

Sponsor.

### 13. SPONSOR CONTACT INFORMATION

Greater Raleigh Convention and Visitors Bureau  
ATTN: Krispy Kreme Challenge Costume Contest  
421 Fayetteville Street, Suite 1505  
Raleigh, NC 27601-2995  
919.834.5900 (phone)  
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