

Brooks Run Club
2026 New York City 42K Sweepstakes
Official Rules

NO PURCHASE OR DEVICE SYNC IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

1. SWEEPSTAKES DESCRIPTION: The Brooks Run Club 2026 New York City 42K Sweepstakes (the "**Sweepstakes**") begins on Sunday, November 1, 2026, at 12:00:01 am Eastern Time ("**ET**") and ends on Monday, November 2, 2026, at 11:59:59 pm ET (the "**Sweepstakes Period**"). The sponsor of the Sweepstakes is Brooks Sports, Inc., 3400 Stone Way N., Suite 500, Seattle, WA 98103 ("**Brooks**" or the "**Sponsor**"). The administrator of the Sweepstakes is Creative Zing Promotion Group, 2100 E Robinson Street, Orlando, FL 32803 (the "**Administrator**"). The Sponsor and Administrator are collectively referred to as the "**Sweepstakes Entities**". The New York City Marathon is not a sponsor of the Sweepstakes and will have no liability or responsibility for any claim arising in connection with this Sweepstakes, the awarding of Prizes, or any obligations of the Sweepstakes Entities.

2. ELIGIBILITY: The Sweepstakes is open to legal U.S. residents physically residing in the fifty (50) United States or the District of Columbia who are at least eighteen (18) years of age at the time of entry and who meet all other requirements in these Official Rules (each an "**Entrant**"). The Entrant must be a Brooks Run Club registered member, as further detailed in Section 4 below. Employees of the Sweepstakes Entities, and any entity involved in the development, production, implementation, administration, or fulfillment of the Sweepstakes, together with the Immediate Family Members and Household Members of such people, are not eligible to participate in the Sweepstakes. For purposes of the Sweepstakes, "**Household Members**" means those people who share the same residence at least three months a year, whether or not related; "**Immediate Family Members**" means parents, stepparents, legal guardians, children, stepchildren, siblings, step-siblings, or spouses, regardless of where they live. Sweepstakes is void where restricted or prohibited by law. The Sweepstakes is subject to federal, state, and local laws and regulations.

3. AGREEMENT TO OFFICIAL RULES: Participation in the Sweepstakes constitutes Entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sweepstakes Entities, which are final and binding. Winning a Prize is contingent upon the Entrant's compliance with these Official Rules.

4. HOW TO ENTER: There are two (2) ways to participate in the Sweepstakes (each an "**Entry Method**" and collectively "**Entry Methods**"), as detailed below. Entrants must be registered members of Brooks Run Club, which is free to join by visiting https://www.brooksrunning.com/en_us/brooks-run-club/ and following the on-screen instructions to register for an account by fully and accurately providing the requested information. Participation in Brooks Run Club is subject to the Sponsor's Terms, available at https://www.brooksrunning.com/en_us/terms-of-use/ and Privacy Policy, available at https://www.brooksrunning.com/en_us/privacy/privacy-policy/. Limit one (1) entry per person for the duration of the Sweepstakes Period, regardless of the Entry Method.

- 1) **Run or walk the 42K racecourse in New York City on November 1, 2026 (the "Race"):** A synced device using DashLX is required for this Entry Method. If the Entrant has not already synced their fitness device with their Brooks Run Club account, the Entrant must log into their account and follow the on-screen instructions at <https://app.dashlx.com/optin/brooks-run-club> to sync their device with Brooks' run data partner, DashLX. Syncing requires Entrants to agree to DashLX's terms, available at <https://www.dashlx.com/terms>. Eligible Entrants with synced devices who complete the Race by running or walking during the Sweepstakes Period will automatically receive one (1) entry into the Sweepstakes. Entrant is solely responsible for all Race-related fees or costs. Message and data rates apply to the use of a mobile device. See the applicable wireless service provider's terms for details on rates and capabilities. **Entrants are solely responsible for consulting a medical professional before engaging in any exercise or training activity. If the Entrant experiences a medical emergency, the Entrant should immediately stop their exercise or training activity and consult with a medical professional or contact emergency medical services.**
- 2) **Alternate Method of Entry:** To enter without syncing a device and/or completing the Race during the Sweepstakes Period, eligible Entrants must send an email to brooksrclub@brooksrunning.com with the

subject line "2026 New York City 42K Sweepstakes". The body of the email must include the Entrant's full name and the email address associated with the Entrant's Brooks Run Club account, along with the Entrant's date of birth, full physical address, and daytime phone number to automatically receive one (1) entry into the Sweepstakes. Entry must be received during the Sweepstakes Period (between November 1, 2026, at 12:00:01 am ET and November 2, 2026, at 11:59:59 pm ET). Entries received before or after the Sweepstakes Period will be deemed ineligible. The Sponsor's computer is the official time-keeping device for the Sweepstakes.

5. ODDS OF WINNING: Odds of winning depend on the number of eligible Entries received during the Sweepstakes Period.

6. PRIZES (50 Available): There are fifty (50) prizes available (each a "**Prize**"). Each Prize consists of one (1) pair of Brooks Hyperion Max 4 shoes in color (182) Coconut/Green Gecko/Pink Clay (subject to availability) up to the maximum approximate retail value ("**ARV**") of \$200.00. Maximum cumulative ARV of all Prizes: \$10,000.00

If the winner requires a wider width or prefers a less race-focused shoe, the winner may opt to select one of the following in lieu of the Hyperion Max 4:

- One (1) pair of Brooks Ghost 18 shoes, subject to availability, up to the maximum ARV of \$150.00; **or**
- One (1) pair of Brooks Adrenaline GTS 26 shoes, subject to availability, up to the maximum **ARV** of \$155.00.

Prize selection will be coordinated through a representative of Brooks, and the Prize will be shipped to the Winner's address (as provided on the Prize Acceptance Form, as defined in Section 7) within approximately four (4) weeks of the date the shoes were selected. The Prize must be selected by November 20, 2026, or the Prize may be forfeited. All values are listed in U.S. dollars. The Winner cannot assign or transfer the Prize claim to another person. No cash alternatives or Prize substitution is allowed except at the discretion of the Sponsor. Promotional Prizes are not eligible for returns or exchanges; the Winner is solely responsible for communicating their correct size, model, and color preferences (if applicable) when selecting their Prize. If a Prize cannot be awarded or fulfilled due to circumstances beyond the control of the Sweepstakes Entities, a substitute Prize of comparable retail value may be awarded. The ARV is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules and the date the prize is awarded or redeemed. If the actual value of a prize is less than the ARV stated herein, the Winner will not be entitled to a check, cash, or other form of payment for the price difference. Other restrictions may apply. Any depictions of prizes are for illustrative purposes only. ALL FEDERAL, STATE, AND LOCAL TAXES, AND ANY OTHER COSTS AND EXPENSES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER.

7. WINNER SECTION AND NOTIFICATION: On or about Wednesday, November 4, 2026, fifty (50) potential winners (each a potential "**Winner**") will be selected through a random drawing conducted by the Administrator from all eligible entries received. Each potential Winner will be notified via the email address associated with their Brooks Run Club account. Each potential Winner must confirm their eligibility and complete a prize acceptance form (the "**Prize Acceptance Form**"). Failure to respond to the notification or complete the Prize Acceptance Form within three (3) days or as directed may result in the forfeiture of the opportunity to claim the Prize. If a potential Winner forfeits, is found to be ineligible, or if they have not complied with these Official Rules, or if they decline the Prize for any reason before the Prize is awarded, such potential Winner will be disqualified, and an alternate potential Winner will be selected at random in accordance with the aforementioned procedure. If a potential Winner cannot be contacted or fails to complete the Prize Acceptance Form as directed, the Sweepstakes Entities will award the applicable Prize to an alternate potential Winner selected by a random drawing from all remaining eligible entries. If Sweepstakes Entities are unable to determine and verify all potential Winners after three (3) attempts or if Sweepstakes Entities fail to receive a sufficient number of entries to correspond to the number of prizes available to be awarded, the Sponsor reserves the right to not award all Prizes.

8. GENERAL TERMS: In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including but not limited to, fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Sweepstakes is unable to run as planned for any other reason, including the postponement, delay or cancelation of the Race, as determined by Sponsor in its sole discretion, the Sponsor may either (a) suspend the Sweepstakes to address the impairment and then resume the

Sweepstakes in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Sweepstakes and, if possible, award the prizes at random from among all eligible, non-suspect entries received up to the time of the impairment. Sponsor reserves the right to disqualify any individual it determines to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and the Sponsor reserves the right to seek damages (including attorneys' fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules will not constitute a waiver of that provision.

9. LIMITATIONS: To the fullest extent permitted by applicable law, Sponsor is not responsible for: (i) electronic or digital transmissions, entries or email that is lost, late, incomplete, illegible, misdirected, not delivered, or not received; (ii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures (including but not limited to failures or malfunctions of phone lines, mail delivery service, telephone systems or other communications systems), destruction of or unauthorized access to, or alteration of, entries, or for printing, distribution or production errors; (iii) failed or unavailable hardware, network, software or telephone transmissions; (iv) damage to entrants' or any person's computer or phone; (v) causes beyond Sponsor's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Promotion; (vi) incorrect or inaccurate entry information whether caused by entrants or by any of the equipment or programming associated with or utilized in the Sweepstakes; (vii) any typographical or other error in the printing or advertising related to the Sweepstakes, in the administration or execution of the Sweepstakes, or in the announcement or notification of Prize Winners; (viii) any human, or other error, which may occur in the promotion or administration of this Sweepstakes; or (ix) cheating or fraud by any participant.

10. RELEASE AND LIMITATION OF LIABILITY: Sponsor will not be responsible for any injury, damage, or loss of any kind arising out of Entrant's participation in the Sweepstakes or acceptance of the Prize. BY PARTICIPATING IN THE SWEEPSTAKES, ENTRANT ACKNOWLEDGES THAT ACCEPTANCE OF THESE OFFICIAL RULES AND PARTICIPATION IN THE SWEEPSTAKES IS AT THEIR OWN RISK. ENTRANT AGREES TO RELEASE, DISCHARGE, AND HOLD HARMLESS THE SWEEPSTAKES ENTITIES, NEW YORK CITY MARATHON, AND THEIR RESPECTIVE PARENT, AFFILIATES, SUBSIDIARIES, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, AND ASSIGNS (COLLECTIVELY, "**RELEASED ENTITIES**") FROM AND AGAINST ANY OR ALL CLAIMS, LOSSES, INJURIES, OR DAMAGES RESULTING FROM PARTICIPATION IN THE SWEEPSTAKES. If any provision of these Official Rules is invalid or unenforceable, that provision shall be struck from the Rules and the remaining provisions shall remain in full force and effect. TO THE EXTENT PERMITTED BY LAW, ENTRANT WAIVES ANY RIGHTS OR CLAIMS AGAINST THE RELEASED ENTITIES ARISING FROM PARTICIPATION IN THIS SWEEPSTAKES.

11. DISPUTES: By participating in the Sweepstakes, Entrant agrees that: (a) any and all disputes, claims, and causes of action (collectively, "**Disputes**") arising out of or connected with this Sweepstakes, including excluding any and all Disputes arising out of or connected with a Prize shall be resolved individually, without resort to any form of class action, and exclusively in the federal and state courts located in Seattle, Washington; (b) 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 (c) under no circumstances will entrant be permitted to obtain (and entrant 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO EVERY ENTRANT. 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 Washington.

12. PRIVACY: Information collected from Entrants is subject to the Sponsor's Privacy Policy https://www.brooksrunning.com/en_us/privacy/privacy-policy.html.

13. PUBLICITY: Except where prohibited by law, by participating in this Sweepstakes, Entrants and Winners grant the Sponsor a perpetual, worldwide royalty-free license to use each Entrant's or Winner's name, photograph, voice and/or likeness without further authorization, compensation, or remuneration of any kind

for advertising the Sweepstakes and other publicity purposes in any and all media now or hereafter known throughout the world.

14. WINNER LIST: To request the list of Winners (first name, last initial, city, and state), send a stamped, self-addressed, business-size envelope to: Creative Zing Brooks 2026 New York City 42K Sweepstakes Winners, 2100 E Robinson Street, Orlando, FL 32803. Winner list requests must be submitted between November 20, 2026, and January 20, 2027.