

**HIDDEN MEZAMASHII MILE PROMOTION**  
**OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER, WIN OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.**

**OPEN ONLY TO ELIGIBLE LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE AT LEAST 13 YEARS OLD AT THE TIME OF GAME PLAY.**

**VOID IN PUERTO RICO AND ALL U.S. TERRITORIES AND POSSESSIONS AND WHERE PROHIBITED OR RESTRICTED BY LAW.**

The Hidden Mezamashii Mile Promotion ("Promotion") is sponsored by Mizuno USA, Inc. ("Sponsor"), 4925 Avalon Ridge Parkway, Norcross, Georgia 30071, and is administered by Prize Logic, LLC ("Administrator"), 25200 Telegraph Road, Suite 405, Southfield, MI 48033.

- 1. PROMOTION TIMING:** The Promotion consists of three (3) "Instant Win Game Phases", as described in Section 3 of these Official Rules ("Promotion Period"). The Administrator's computer is the official clock of the Promotion.
  
- 2. ELIGIBILITY:** The Promotion is offered only to legal residents of the 50 United States and the District of Columbia who are at least 13 years of age at the time of Game Play. Employees of Sponsor, MapMyFitness, Inc., Administrator, McKinney & Silver, and any of their respective owners, parent companies, affiliates, directors, subsidiaries, franchisees, representatives, advertising, promotion and production agencies, agents ("Promotion Entities"), and each of their respective immediate family members (*i.e.*, spouse, parent, child, sibling and the "steps" of each) and persons living in the same household of each are not eligible to participate in the Promotion. Void in Puerto Rico, all United States Territories and Possessions and overseas military installations, outside of the 50 states of the United States and the District of Columbia, and where prohibited or restricted by law. All federal, state and local laws apply.

Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

To participate in the Promotion, each entrant must already have or create an account on MapMyRun<sup>®</sup>. Entrants may create a MapMyRun account at no cost by logging on to [www.MapMyRun.com](http://www.MapMyRun.com) or accessing the MapMyRun app on his/her mobile device. Creation of a MapMyRun account requires entrant to agree to the Terms of Service set forth by MapMyRun, available at [http://www.mapmyfitness.com/terms\\_of\\_use](http://www.mapmyfitness.com/terms_of_use) and the Privacy Policy set forth by MapMyRun, available at <http://about.mapmyfitness.com/about/user-privacy-policy/>.

If an entrant uses the MapMyRun app on his/her her mobile device, the entrant's wireless-service provider may charge the entrant for applicable data charges. Entrants should consult their wireless-service provider regarding its pricing plans. Message and data rates may apply. Entrants should review their mobile device's capabilities for specific app instructions.

- 3. HOW TO PLAY:** During an Instant Win Game Phase, set forth below, an eligible entrant must log on to [www.MapMyRun.com](http://www.MapMyRun.com) (“Website”) by using his or her valid e-mail login information and log a run of at least one (1) mile. To be eligible, runs must be at least one (1) mile as determined by MapMyRun and may be logged from an existing map or a new map created by entrant (“Eligible Run”). Upon submission of an Eligible Run an on-screen notification will appear, inviting the entrant to see if he or she has unlocked a “hidden mile”. The entrant must indicate acceptance of these Official Rules where prompted and click “submit” to obtain an Instant Win Game play (“Game Play”). Limit of one (1) Game Play per entrant per day during each Instant Win Game Phase. Each day during an Instant Win Game Phase an entrant may login to the Website and log an Eligible Run to receive another Game Play. After an entrant completes a Game Play, the entrant will receive notification on the Website screen as to whether he/she has won (the “Instant Win Notification”). Sponsor will also notify the potential winners via e-mail at the e-mail address provided when creating a MapMyRun account. Each entrant who receives a “win” message will be deemed a potential winner pending confirmation and verification of the entrant’s eligibility and compliance with these Official Rules as determined by Sponsor in its sole discretion.

<b>Instant Win Game Phase</b>	<b>Start Date (all times 12:00:00 PM ET)</b>	<b>End Date (all times 11:59:59 PM ET)</b>
1	May 7, 2013	May 14, 2013
2	August 5, 2013	August 11, 2013
3	October 15, 2013	October 21, 2013

A “day” is defined as starting at 12:00:00 AM ET and ending at 11:59:59 PM ET on a calendar day, except on May 7, 2013, August 5, 2013 and October 15, 2013 each, when a day starts at 12:00:00 PM ET and ends at 11:59:59 PM. If it is discovered or suspected, in Sponsor’s sole discretion, that an entrant has registered or attempted to obtain Game Plays using multiple e-mail addresses or identities, or if an entrant plays or attempts to receive more than one (1) Game Play in a day, all of that entrant’s Game Plays, in Sponsor’s sole discretion, may be declared null and void and any prize(s) he or she might have been entitled to will not be awarded to him or her. Use of any automated system to participate in the Promotion is prohibited and will result in disqualification of any entrant attempting such use.

In the event of a dispute as to any registration, the Authorized Account Holder, as that term is defined below, of the e-mail address used to register the MapMyRun account used at the time of winning will be deemed to be the entrant. The potential winner may be required to show proof of being the Authorized Account Holder. Use of any automated system to participate is prohibited and will result in disqualification.

**4. PRIZES, APPROXIMATE RETAIL VALUE (“ARV”) AND ODDS OF WINNING:**

- A. Prizes (up to 300 total, up to 100 per Instant Win Game Phase):** Each winner will receive his or her choice of one (1) pair of Mizuno running shoes which are currently for sale to the public at the time that the prize is awarded (“Mizuno Running Shoes”). To see the current line of Mizuno Running Shoes, visit <http://www.mizunousa.com/running/catalog> and navigate to men’s or women’s footwear. The ARV of each prize is up to a maximum of \$220, but depends on the

model/style of Mizuno Running Shoes selected. The total ARV of all available prizes is up to \$66,000.

The total number of prizes in this Promotion will not exceed 300 prizes. Prizes that are unclaimed, unredeemed or returned as undeliverable will not be awarded.

**Limit:** One (1) prize per entrant for the entire Promotion Period.

**B. Odds of Winning:** The odds of winning depend upon when the entrant completes a Game Play. Prizes will be made available at random times throughout each Instant Win Game Phase. To be a winner, an entrant's Game Play must have occurred at the exact randomly predetermined winning time as determined by Sponsor and/or Administrator. If a Game Play does not occur at the exact randomly predetermined winning time, then the next entrant's Game Play to occur after that time will be a winner. If an entrant receives a valid winning message, he or she will be deemed a potential winner pending confirmation and/or verification of his/her eligibility and compliance with these Official Rules, as determined by Sponsor in its sole discretion. The number of prizes available to be won will decrease during the Promotion Period as prizes are awarded and claimed.

**5. HOW TO CLAIM A PRIZE:** The potential winners will receive Instant Win Notification after the completion of the Game Play and Sponsor will also notify the potential winners via e-mail at the e-mail address provided when creating a MapMyRun account. The Instant Win Notification e-mail will include further instructions on how a winner may claim his or her prize. If a potential winner is found to be ineligible, is not in compliance with these Official Rules, declines to accept the prize, does not claim his or her prize within thirty (30) days of the date of Instant Win Notification, or if the prize is returned as undeliverable, the prize may be forfeited, in Sponsor's sole discretion. Sponsor will attempt to fulfill prizes at its cost within 2 to 4 weeks from the date the prize is claimed by a winner. Sponsor is not responsible for a winner's privacy or spam filter settings which may divert any Promotion e-mail, including the Instant Win Notification e-mail to a spam or junk folder or for prizes that are lost or misdirected by the postal service.

If any potential winner forfeits a prize, then the prize will not be awarded. The right to receive a prize is non-assignable, non-transferable and no prize substitution, exchange or cash equivalent will be allowed, except by Sponsor who reserves the right to substitute a prize of equal or greater value in case of unavailability of a prize or force majeure. Each winner will be solely responsible for any and all federal, state and/or local taxes imposed on the acceptance of the prize. All other costs and expenses not expressly set forth herein shall be solely the winner's responsibility. Promotion Entities shall not be held responsible for any delays in awarding the prize for any reason. Each prize will only be awarded to a verified winner.

**6. LIMITATION OF LIABILITY:** The Promotion Entities are not responsible for illegible, lost, late, incomplete, stolen, misdirected, postage due, or undeliverable, e-mail, or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability, or garbled, corrupt or jumbled transmissions, service provider/Internet/web site/use net accessibility, availability, or traffic congestion, or any technical, mechanical, or typographical or other error, or unauthorized human intervention, or the incorrect or inaccurate capture of registration information, or the failure to capture, or loss of, any

such information. The Promotion Entities are not responsible for any incorrect or inaccurate information, whether caused by any web site users, tampering, hacking, or by any of the equipment or programming associated with or utilized in the Promotion and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to any web site(s). The Promotion Entities are not responsible for any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in this Promotion. If, for any reason, the Promotion is not capable of running as planned, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion and/or proceed with the Promotion, including the selection of winners, in a manner it deems fair and reasonable including the selection of the winners from among eligible Game Plays received prior to such cancellation, termination, modification or suspension.

In no event will more prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical or other errors, there are more winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the potential winners. If for any reason, including but not limited to an administrative, printing, production, computer or other error or due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed, or more prizes are claimed than are intended to be awarded according to these Official Rules, the intended prizes may be awarded in a random drawing from among all verified prize claims received for that prize.

**THE PROMOTION ENTITIES MAKE NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT AS REGARDS TO ANY PRIZE OR ANY COMPONENTS OF THE PRIZES. VOID WHERE PROHIBITED, AS SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OF EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES. AN ENTRANT MUST CHECK LOCAL LAWS TO LEARN IF ANY OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY.** Further, the Promotion Entities are not responsible for, and shall be indemnified by any winner against any claims, injuries, losses or damages of any kind resulting from acceptance, use, misuse, possession, or loss of a prize.

Game Plays that are forged or are entered by other than human means (such as by an automated computer program or any non-human mechanism, entity, or device), in excess of the stated limit, shall be disqualified and void. Promotion Entities shall not be responsible or liable for Game Plays that are late, destroyed, lost, misplaced, stolen, misdirected, tampered with, incomplete, deleted, damaged, garbled, or otherwise not in compliance with the Official Rules, and all such Game Plays will be disqualified. By entering the Promotion, each entrant agrees: (i) to be bound by these Official Rules and by all applicable laws and decisions of Sponsor and Administrator which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action, or proceeding against any of the Promotion Entities in connection with the Promotion; and (iv) to forever and irrevocably agree to release, defend, indemnify, and hold harmless each of the Promotion Entities, and their respective officers, directors, employees, agents, shareholders, representatives, successors and assigns (collectively the "Releasees"),

from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability (including, but not limited to, liability for defamation, libel, slander, invasion of privacy, infringement of publicity or any intellectual property rights, any property loss, damage, personal injury, bodily injury, death, expense, accident, delay, inconvenience or irregularity, and any indirect, incidental, consequential, special, punitive or exemplary damages of any kind even if the Releasees have been advised of the possibility of such loss or damages), costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (a) the Promotion, including but not limited to any Promotion-related activity or element thereof, and the entrant's Game Play, participation or inability to participate in the Promotion, (b) the violation of any third party privacy, personal, publicity or proprietary rights, (c) typographical errors in these Official Rules or any Promotion materials, (d) acceptance, receipt, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of the prize (or any component thereof), (e) any change in the prizing (or any components thereof) due to unavailability, business or creative considerations, or due to reasons beyond Sponsor's control, including but not limited to by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond any of the Promotion Entities' control, or as otherwise permitted in these Official Rules, (f) any interruptions in or postponement, cancellation, or modification of the Promotion, (g) human error, (h) incorrect or inaccurate transcription, receipt or transmission of any part of the Game Play (including, without limitation, the information or any parts thereof), (i) any technical malfunctions or unavailability of the Website or any other website or any telephone network, computer system, computer online system, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by any of the Promotion Entities or by an entrant, (j) interruption or inability to access the Promotion, the Website or any other Promotion-related page or websites, or any online service via the Internet due to hardware or software compatibility problems, (k) any damage to entrant's (or any third person's) computer and/or its contents related to or resulting from any part of the Promotion, (l) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (m) any late, lost, stolen, mutilated, misdirected, illegible, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged Game Plays, (n) any wrongful, negligent, or unauthorized act or omission on the part of any of the Promotion Entities, or any of their agents or employees, (o) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof), (p) the collection, use and/or sharing of entrant's personally identifiable information by Sponsor or their designees, or (q) the negligence or willful misconduct by entrant. Any and all activities related to a prize, are at the winner's own risk and subject to whatever restrictions are imposed by the entities that govern such activities.

- 7. DISPUTES: THIS PROMOTION IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF GEORGIA, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL SOLELY BE IN THE COUNTY OF FULTON, GEORGIA. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR ELECTIVE MEDIATION, IT SHALL THEN BE**

RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("AAA RULES"). THE AAA RULES FOR SELECTION OF A SINGLE ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN GEORGIA. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN FULTON COUNTY, GEORGIA. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION ACCRUED, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

Further, entrants hereby waive all rights, to: (i) claim punitive, exemplary, special, incidental, indirect and consequential damages and any other damages (whether due to negligence or otherwise), other than for actual out-of pocket costs; and (ii) have damages multiplied or otherwise increased. Entrants agree that the rights and obligations of any entrant and/or Promotion Entities and/or any other party shall be resolved individually, without resort to any form of class action. Each entrant hereby irrevocably and unconditionally waives his or her right to a jury trial.

8. **PRIVACY POLICY:** Any personally identifiable information collected during an entrant's participation in this Promotion will be collected by Sponsor or its agent(s) and used by Sponsor, its affiliates, agents and marketers for purposes of the proper administration and fulfillment of the Promotion as described in these Official Rules and in accordance with Sponsor's Privacy Policy as stated at <http://www.mizunousa.com/corporate/privacy>.
9. **PUBLICITY RIGHTS:** By entering the Promotion and/or accepting a prize, entrants agree to allow Sponsor and/or Sponsor's designee the perpetual right to use their name, biographical information, photos and/or likeness, and statements for Promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered including live television, world wide, including but not limited to on the World Wide Web and Internet, without notice, review or approval and without additional compensation except where prohibited by law.
10. **GENERAL:** Any attempted form of participation in this Promotion other than as described herein is void. In the event of a dispute as to the identity of a winner, the winning Game Play will be declared made by the authorized account holder of the e-mail address associated with the MapMyRun account associated with such Game Play. "Authorized Account Holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning e-mail addresses for the domain associated with the submitted email address. Sponsor and Administrator reserve the right to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Promotion, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt

the normal operation of the Promotion. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the prize documents will not affect the validity or enforceability of any other provision. No entrant shall have the right to modify or amend these Official Rules. Sponsor's and/or Administrator's interpretation of these Official Rules is final and binding in all matters related to the Promotion. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All Game Plays and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Promotion details contained in these Official Rules and Promotion details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Promotion as set forth in these Official Rules shall prevail.

- 11. WINNERS LIST:** For a list of the first names and last name initial of the winners, mail a self-addressed, stamped business size envelope to: The Hidden Mezamashii Mile Promotion Winners List Request, P.O. Box 251328, West Bloomfield, MI 48325. Vermont residents may omit return postage. Requests must be received by December 5, 2013.

Customer service inquires may be made at [Contact Us](#).

**Sponsor:** Mizuno USA, Inc., 4925 Avalon Ridge Parkway, Norcross, Georgia 30071.

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