

OFFICIAL RULES FOR TATTOO SUBMISSION PROMOTION (the “Promotion”)
Promoted by Tough Mudder Incorporated for itself and on behalf of its affiliates (collectively, the “TM”)

PROMOTION IS VOID WHERE PROHIBITED. ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS APPLY.

By submitting a submission, you (the “**Entrant**”) accept and agree to these official rules (“**Official Rules**”) including all eligibility requirements, and decisions arising out of this Promotion by TM.

HOW TO ENTER

Entrant may submit a photograph submission of Entrant’s TM-branded tattoo on the applicable subpage of ToughMudder.com according to the following guidelines:

Guidelines for receiving one (1) complimentary Tough Mudder event entry (the “**Event Pass**”):

- Tattoo must be at least 2.5 inches by 1 inch
- Tattoo must include the words "Tough Mudder" and/or include the Tough Mudder logo
- Submission must include a picture of Entrant’s tattoo and evidence of Entrant receiving such tattoo

Guidelines for receiving one complimentary Lifetime Pass (the “**Lifetime Pass**”, and collectively with the Event Pass, the “**Award**”):

- Tattoo must be at least 10 inches by 10 inches
- Tattoo must include the following text: “As a Tough Mudder I pledge that I understand that Tough Mudder is not a race but a challenge. I put teamwork and camaraderie before my course time. I do not whine - kids whine. I help my fellow Mudders complete the course. I overcome all fears.”
- Submission must include a picture of Entrant’s tattoo and evidence of Entrant receiving such tattoo

ELIGIBILITY

All persons worldwide are eligible to enter this Promotion.

ENTRIES

All entries become the property of TM. TM and its respective affiliates, employees, officers, directors and/or members of each do not assume any responsibility for undelivered entries. Entries will not be returned. TM reserve the right to edit and/or alter any submission and use it for any purpose, but have no obligation to use entries in any manner. All decisions are final on all matters relating to the awarding of the Award and Promotion.

AWARD DETAILS

If an Entrant is awarded an Event Pass, Entrant shall receive a redemption code from TM, whereby Entrant may use such code to receive one (1) Tough Mudder event entry pass for one (1) TM owned and operated event, subject to availability.

If an Entrant is awarded an Event Pass, Entrant shall receive a redemption code from TM, whereby Entrant may use such code to receive one (1) Tough Mudder event entry pass for any TM owned and operated event, subject to availability.

The Award is awarded subject to applicable legal restrictions, if any, and “AS IS, WHERE IS” without any warranty or guaranty (express or implied).

Any and all costs and expenses associated with Award acceptance and use are the sole responsibility of the Entrant, including, without limitation, all federal, state, local and provincial taxes, transportation and meals, lodging, gratuities, and souvenirs, and all registration, license, permit fees and similar surcharges, and all other expenses of any nature incurred by the Entrant in claiming the Award. Entrant is responsible for obtaining travel arrangements at its own expense to and from all activities and events that are components of the Award and hereby acknowledge that TM has not and will not obtain or provide travel insurance or any other form of insurance for any travel associated with the Award.

Entrant must comply with all venue, and event rules and regulations. TM may revoke any Award at any time following Entrant’s receipt of the Award.

INTELLECTUAL PROPERTY

All Promotion submissions must be original, unpublished and created by the individual entering such submissions, and must not contain any third party material unless permission to use material(s) has been granted by such third party and all necessary consents and permissions directly or indirectly related to the Promotion submission and its use have been obtained, and that neither the Promotion submission nor its use infringes or violates any third party’s copyrighted material, trademark or other legal or intellectual property rights.

Any submission of photographs must be in .JPG format. Photographs larger than 5MB will not be accepted.

By submitting a photograph in the Promotion, the Entrant warrants and represents that he/she and any persons appearing in or who are identifiable in the photograph consent to the submission and use of the entry in the Promotion and to its use as otherwise set forth herein. Any photograph or video entries may not contain, as determined by TM in its sole discretion, any content that:

- contains music (unless specifically provided otherwise);
- is sexually explicit or suggestive;
- unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group;
- profane or pornographic;
- contains nudity;
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing);
- promotes any activities that may appear unsafe or dangerous;
- promotes any particular political agenda or message;
- is obscene or offensive;
- endorses any form of hate or hate group;
- appears to duplicate any other submitted entries;
- defames, misrepresents or contains disparaging remarks about other people or companies;
- contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, without permission;
- contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission;
- contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission (TM reserves the right to request proof of these permissions in a form acceptable to TM from any Entrant at any time. Failure to provide such proof may, if requested, render entry null and void);
- contains look-alikes of celebrities or other public or private figures, living or dead;
- communicates messages or images inconsistent with the positive images and/or good will with which TM wishes to associate; and/or
- violates any law.

Upon TM actual knowledge that any submission material is infringing a third party's intellectual property or other proprietary rights, the entry will be immediately disqualified, and, if applicable, the material will be immediately removed from any posted areas.

WINNER NOTIFICATION & REQUIRED DOCUMENTS

The Entrant will be notified within a commercially reasonable time following submission of the entry as to whether Entrant shall receive an Award. TM shall use such effort as, in its sole discretion, it deems reasonable to notify the Entrant of the award of the Award. In order to receive the Award, Entrant will be required to furnish proof of identity.

PRIVACY

Personal information collected by TM will be used for administration of the Promotion. Entrants may also be contacted immediately or in the future by TM with respect to available promotional opportunities. In addition, Entrants may receive commercial advertising email correspondence from, or on behalf of, TM or its affiliated entities, subject to their respective Privacy Policies, as applicable. TM use reasonable commercial efforts to comply with Federal CAN-SPAM guidelines, and Entrants may subsequently opt-out of receiving further emails by following the opt-out instructions contained in such email correspondence. Any questions regarding privacy matters of TM should be directed to TM at the address set out below. Please refer to the TM Privacy Policy located at <https://toughmudder.com/privacy-policy> for important information regarding the collection, use and disclosure of personal information.

PUBLICITY

To the extent permitted by law, each Entrant agrees that entry in the Promotion constitutes permission, in perpetuity, that TM, and its respective affiliates, employees, officers, directors and/or members may use worldwide the Entrant's identity, name, image, likeness and biographical information, as well as any materials submitted by the Entrant, and any photograph, in any media, now or hereafter developed of Entrant's participation in the Promotion, for any purpose, including, but not limited to, publicity, promotional and advertising purposes related to such parties without any additional consideration or any compensation of any kind.

RELEASE

As a condition of entering the Promotion, Entrant agrees that: (1) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, punitive, incidental, consequential or any other damages, other than for actual out-of-pocket expenses; (2) all causes of action arising out of or connected with any Promotion, or the Award awarded, shall be resolved individually, without resort to any form of class action; and (3) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorney's fees.

LIABILITY

EACH ENTRANT: (1) ACKNOWLEDGES ACCEPTANCE OF THE OFFICIAL RULES AND AGREES TO ADHERE TO AND BE BOUND BY THEM; (2) ASSUMES ALL RISK, RESPONSIBILITY, AND LIABILITY FOR ANY PERSONAL BODILY INJURY OR DEATH OR ANY DAMAGE OR LOSS OF PROPERTY, INCLUDING ANY BODILY INJURY OR DEATH TO ANOTHER PERSON, DIRECTLY OR INDIRECTLY ARISING FROM PARTICIPATION IN THE PROMOTION; AND (3) AGREES TO RELEASE, DISCHARGE, INDEMNIFY AND HOLD HARMLESS TM, AND ITS RESPECTIVE AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS AND/OR MEMBERS ("**RELEASED PARTIES**"), THEIR SUCCESSORS AND ASSIGNS, FROM AND AGAINST ALL CLAIMS, LOSSES AND DAMAGES TO PROPERTY OR PERSON, INCLUDING DEATH, INCURRED OR CAUSED BY ENTRANT OR

ENTRANT'S REPRESENTATIVES, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, ARISING FROM OR IN CONNECTION WITH OR RELATED TO THE OPERATION OF, OR PARTICIPATION IN, THE PROMOTION.

TM is not responsible for any printing, distribution or production errors and may rescind, cancel or revoke the Promotion based upon any such error without liability at TM's sole discretion.

GENERAL

The Promotion is conducted in the English language and TM shall not be responsible for any printing, typographical, administrative, or technological errors in the offer, presentation or administration of the Promotion. The application and interpretation of the Official Rules, the award of the Award, and selection of the Entrant shall be determined by the representatives of TM, and all decisions in that regard shall be in the sole discretion of such representatives and shall be final and conclusive. Entrants agree that in the event a legal authority or insurer challenges the award of the Award, TM shall have the sole right to determine whether or not to award such Award. In the event of any claim or dispute with regard to the Promotion or the Official Rules, the laws of the State of New York shall govern and apply, without regard to conflict of law provisions. Entrants agree to submit to the exclusive jurisdiction of the courts of the State of New York in regard to any claim or dispute with respect to any aspect of the Promotion or the Official Rules.

TM reserves the right, in its sole discretion, to disqualify any Entrant for suspected or actual cheating and to prevent any person from participating in the Promotion or in the Award if that person does not adhere to the Official Rules or acts: (a) in a manner that TM determines to be not fair; (b) with an intent to annoy, threaten or harass any other person or the RELEASED PARTIES; or (c) in any other disruptive manner.

Under no circumstances shall a submission into the Promotion, the awarding of the Award, or anything in these Official Rules be construed as an offer or contract of employment with TM. Entrants acknowledge that their submission was voluntary and not in confidence or in trust. Entrants acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between Entrant and TM and that no such relationship is established by Entrant's submission under these Official Rules.

INTERNET

If for any reason this Promotion is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of TM which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, TM reserves the right, at its sole discretion, to disqualify any individual who tampers with the entry process and to cancel, terminate, or suspend the Promotion, in whole or in part, at any time, without notice and award the Award using all non-suspect eligible entries received as of this termination date. TM assumes no responsibility for (i) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of entries, (ii) any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers or providers, computer equipment, software, failure of any e-mail or entry on account of technical problems, human error or traffic congestion on the Internet or at any website or any combination thereof, including any injury or damage to Entrant's or any other person's computer relating to or resulting from participation in this Promotion or downloading or uploading any materials in connection with this Promotion.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY ONLINE MEDIA OR WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS OR THE ONLINE MEDIA RULES AND REGULATIONS AND, SHOULD SUCH AN ATTEMPT BE MADE, TM 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.