## WAHOO WINDMILL HILL COMPETITION - CHANCE TO WIN A WAHOO ELEMNT BOLT - DRAWING

## **Official Rules**

**1. Eligibility:** To be eligible to enter this **"Wahoo Windmil Hill Competition – Chance to Win a Wahoo ELEMNT BOLT - Drawing**", (the "<u>Drawing</u>") you must be:

(a) an individual at least 18 years old at the time of entry;

(b) not an employee, officer, director, or agent of an IRONMAN Group Company or any of its parents, affiliated companies, subsidiaries, licensees, suppliers, printers, or advertising or sweepstakes/contest agencies, and not otherwise involved with or associated with the Drawing;

(c) not an employee, officer, or director of any company or organization associated with the Drawing;

(d) not a shareholder of any company referenced in item (b) or (c) above (but only if such company is not a publicly traded company);

(e) not an immediate family member (as defined below) or a household member (as defined below) of any individual referenced in item (b), (c), or (d) above;

(f) not a professional triathlete;

(g) not planning to become a professional triathlete prior to August 31, 2023;

(h) present at the Awards Ceremony hosted on Saturday 19th August at 6pm (if taken part in IRONMAN 70.3 Ireland, Cork) or Monday 20th August at 10am (if taken part in IRONMAN Ireland, Cork), if not present, the prize will be redrawn, and

(i) have completed either IRONMAN 70.3 Ireland, Cork 2023 or IRONMAN Ireland, Cork 2023.

"<u>Immediate family members</u>" means parents, step-parents, children, step-children, siblings, halfsiblings, spouses, and domestic partners. "<u>Household members</u>" means people who have the same residence at least three (3) months during the past twelve (12) months. The Drawing is subject to all applicable federal, state, and local laws and regulations. The Drawing is void where prohibited by law.

**2. Sponsor & Administrator of the Drawing:** IRONMAN Ltd. ("<u>IRONMAN</u>") located at MESPIL BUSINESS CENTRE, MESPIL HOUSE, SUSSEX ROAD, DUBLIN 4, Ireland; E-Mail: eu.athleteservices@ironman.com.

**3. Agreement to Official Rules:** The participation in this Drawing is subject to the acceptance of the terms and conditions in this document ("Official Rules"). By participating in the Drawing, entrant represents and warrants that he/she has read and understood, and fully and unconditionally agrees to and accepts, these Official Rules and that the decisions of IRONMAN are final and binding in all matters related to the Drawing. Winning any prize is contingent upon fulfilling all requirements set forth herein. A participation in this Drawing without accepting the Official Rules is not possible.

**4. How to Enter:** NO PURCHASE IS REQUIRED TO ENTER OR WIN THE DRAWING. LIMITATION TO ONE (1) ENTRY PER PARTICIPANT. Individuals may enter the Drawing in the following way:

<u>Method of Entry</u>: Every athlete is automatically entered into the drawing by starting the race and qualify to win by completing the climb of Windmill Hill during either IRONMAN 70.3 Ireland, Cork 2023 or IRONMAN Ireland, Cork 2023 in 3 minutes or under. The following personal information of the entrant

will be required to be disclosed in order to register for the Drawing: first name, last name. Anybody that does not wish to take part in the draw can request this during athlete check in.

Each entrant is limited to only one (1) entry in the Drawing. Any attempt by an individual entrant to obtain more than one (1) entry in the Drawing via any other methods, will void all such entrant's entries and that entrant may be disqualified from further participation or from registering anew. Any use of automated, programmed, or similar entry methods or agents will void all entries by the entrant who employs, or causes to be employed, such methods. Entry materials/data that have been tampered with or altered are void. Once submitted, entries become the sole property of IRONMAN or its designee(s) and such entries will not be acknowledged or returned.

**5. Drawing:** On August 20, 2023, IRONMAN will review all applications meet the requirements. IRONMAN will draw from all correct registered entrants who meet the requirements of these Official Rules the four (4) winners of this Drawing. Two (2) from IRONMAN 70.3 Ireland, Cork 2023 and two (2) from IRONMAN Ireland, Cork 2023.

The potential winners will be notified at the Awards Ceremony. To claim his/her prize, the potential winner must: (a) be present at the Awards Ceremony (b) show photographic ID. If the potential winner is not present, the prize will be redrawn until somebody is present. If the winner fails to comply with any of these Official Rules, or if the IROMAN determines that the potential winner is ineligible or disqualified, the winner will be drawn from the remaining participants in a new drawing procedure.

## 6. Prizes; Odds:

There will be three (4) winners of the following prize provided to each winner.

The prize per winner consists of:

## • One (1) Wahoo ELEMNT BOLT bike computer (Value: £249.99)

Prizes are not transferrable or redeemable for cash.

**7. Publicity, Personal Data:** Except, where prohibited by law, participation in the Drawing constitutes entrant's consent for IRONMAN to use entrant's data, voluntarily provided to IRONMAN, like entrant's name, voice, likeness, biographical information, and state of residence for purpose of performing and advertising the Drawing, as well as identifying and announce the winner. IRONMAN will only use and process any of entrant's personal data for the purpose of conducting this drawing and in accordance with the applicable Irish Data Protection Act and the GDPR of the European Union. At any time, participants can make effective their rights to access, modify and delete their personal data collected by IRONMAN, submitting their requests to IRONMAN at privacy@ironman.com.

**8. General Provisions:** In the event that the operation, security, or administration of the Drawing is impaired in any way for any reason, including, but, not limited to, fraud, virus or other technical problem, IRONMAN may, in its sole discretion, either: (a) suspend or modify the Drawing to address the impairment and resume the Drawing in a manner that best conforms to the spirit of these Official Rules; and/or (b) award the prize in a random drawing from among all eligible entries that have registered up to the time of the impairment. IRONMAN reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Drawing or to be acting in violation of these Official Rules, or in an improper manner. Any attempt by any person to undermine the legitimate operation of the Drawing may be a violation of criminal and civil law, and, if such an attempt is made, IRONMAN reserves the right to seek damages from any such person to the fullest extent permitted by law. IRONMAN's failure to enforce any provision or aspect of these Official Rules shall not constitute a waiver thereof.

9. Release of Liability: Except where prohibited, by participating in the Drawing, entrants agree to release, indemnify, defend, and hold harmless IRONMAN, and each of their respective related

companies, parents, subsidiaries, affiliates, event hosts, sponsors, and their respective agents and agencies, and their respective officers, directors, employees, shareholders, members, and agents (the "Released Parties") from and against any and all claims, actions, losses, injuries, damages, expenses, fees, taxes, assessments, judgments, or causes of action arising out of or in connection with participation in the Drawing or receipt or use or misuse of any prize, including, but not limited to: (1) unauthorized intervention in the Drawing; (2) any technical error related to computers, servers, providers, or telephone or network lines; (3) printing errors; (4) any error in the administration of the Drawing or the processing of entries; (5) any late, lost, or undeliverable entry; or (6) injury or damage to, or taxes related to, any person or property, or the death of any person, that may be caused, directly or indirectly, in whole or in part, from any entrant's participation in the Drawing or receipt or use or misuse of any person.

**10. Limitations of Liability:** Entrant agrees that in any cause of action, the Released Parties' liability for any and all claims, judgments, and awards will be limited to the reasonable out-of-pocket expenses actually paid for by the entrant that are directly related to entering and participating in this Drawing (which, for the avoidance of doubt, excludes, for example, telephone expenses and Internet access), and in no event shall any of the Released Parties be liable for attorney's fees.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE ENTRANT WAIVES THE RIGHT TO CLAIM ANY OTHER DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, PUNITIVE, COMPENSATORY, CONSEQUENTIAL, DIRECT, OR INDIRECT DAMAGES, DAMAGE TO PROPERTY OR PERSON, OR ANY LOSS OF DATA, LOST PROFITS OR INCOME, OR LOSS OF CONSORTIUM, OR CLAIMS BY THIRD PARTIES, AND THE ENTRANT FURTHER WAIVES ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MIGHT NOT APPLY TO YOU.

WITHOUT LIMITING THE GENERALITY OR EFFECT OF THE FOREGOING: NONE OF THE RELEASED PARTIES MAKES ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY PROMOTIONAL WEBSITE AND NONE OF THE RELEASED PARTIES WILL BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS RELATED THERETO. NONE OF THE RELEASED PARTIES IS RESPONSIBLE FOR LOST, LATE, INCOMPLETE, ILLEGIBLE, INACCURATE, DELAYED, GARBLED, DAMAGED, STOLEN OR MISDIRECTED ENTRIES, OR PROBLEMS OF ANY KIND RELATED THERETO, WHETHER OF MECHANICAL, HUMAN, OR ELECTRONIC CAUSE OR ORIGIN.

ENTRANTS AGREE THAT NONE OF THE RELEASED PARTIES HAS MADE OR ARE IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION, OR GUARANTEE, WHETHER STATUTORY, EXPRESS, OR IMPLIED (INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE), IN FACT OR IN LAW, RELATIVE TO THE DRAWING OR PRIZE.

**11. Choice of Forum; Governing Law:** Entrant agrees that any and all disputes, claims and causes of action arising out of or connected with this Drawing, or any prizes awarded or not awarded shall be resolved solely individually, without resort to any form of class action, and exclusively by the applicable Irish District Court in Dublin, Ireland. All issues and questions concerning the construction, validity, interpretation, or enforceability of these Official Rules, or the rights and obligations of the entrant and IRONMAN in connection with the Drawing, shall be governed by, and construed in accordance with, the laws of the Republic of Ireland, without giving effect to any choice of law or conflict of law rules that would result in the application of the laws of any other jurisdiction.

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