

**2022 RUGGED MANIAC OBSTACLE DESIGN CHALLENGE**  
**OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR TO WIN. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY.**

**SPONSOR**

The Sponsor of the 2022 Rugged Maniac Obstacle Design Challenge (the “Contest”) is Ventures Endurance, LLC, 85 Devonshire Street, 9<sup>th</sup> Floor, Boston, Massachusetts 02109 (“Ventures” or “Sponsor”).

**IMPORTANT DATES**

The Submission Period consists of the following dates:

1. Submission Start Date: 12:01 Eastern Time (“ET”) on January 17, 2022; and
2. Submission End Date: 11:59 p.m. ET on February 4, 2022

The Judging Period is February 5 – February 28, 2022.

The Winner will be announced on or around March 1, 2022.

Sponsor’s computer is the official time-keeping device for this Contest.

**CONTEST ELIGIBILITY**

1. The Contest is open only to legal residents of the fifty (50) United States and the District of Columbia (the “Territory”) who are eighteen (18) years of age or older (or the legal age of majority in his/her state of residence) at the time of entry (each, the “Participant” or, collectively, the “Participants”).
2. Employees, contractors or interns of Ventures or Gannett Co., Inc. and each of their respective divisions, affiliated companies, parent companies, subsidiaries, advertising, fulfillment and promotion agencies (including, in each case, immediate family members) are not eligible to enter the Contest. For purposes of this Contest, “immediate family members” is defined as spouses, siblings, parents, children, grandparents and grandchildren, whether as “in-laws”, or by current or past marriage, remarriage, adoption, co-habitation or other familial extension, and any other persons residing at the same household location, whether or not related.
3. The Contest is subject to all applicable federal, state and local laws and is void outside the Territory and where prohibited by law.
4. By participating in this Contest, each Participant agrees to abide by and be bound by these Official Rules and decisions of Ventures, which shall be final in all matters relating to the Contest.

**OBSTACLE REQUIREMENTS AND SUBMISSION INFORMATION**

Sponsor is looking to grow the Rugged Maniac obstacle arsenal and is looking for individuals to submit original obstacle designs (each, the “Design”, and, collectively, the “Designs”). One (1) winner will be selected from all Designs received according to these Official Rules.

**Obstacle Specifications**

1. Draw, sketch, map or doodle your Design using any creative process and tool.
2. Obstacles must not be larger than 30’ X 30’ or taller than 15’.

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3. Obstacles must have a distinguished entrance and exit.
4. Inflatable obstacles will not be considered.
5. If the obstacle is designed to be underground, it must not be deeper than 4' in the ground.
6. Obstacles must be able to be disassembled and transported.

**How to Submit the Design**

1. The Participant should upload a photo, screenshot or file of the Design to Sponsor at the following address: <https://survey.alchemer.com/s3/6680421/Rugged-Maniac-Obstacle-Design-Contest-Submission-Form> (each, the “Entry”, and, collectively, the “Entries”).
2. The Participant can upload up to five (5) files no larger than 2MB each in the following format(s): png, gif, jpg, jpeg, doc, xls, docx, xlsx, pdf, txt, mov, mp3 and mp4.
3. Online entry is the only way to enter this Contest. Entries will not be accepted through e-mail, facsimile, postal mail, express delivery service or hand-delivery. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected Entries, which will be disqualified. Assurance of delivery of the Entry is the sole responsibility of the Participant.
4. The Design must be the Participant’s original creation and not have been published or be under consideration for publication or prizes elsewhere. By entering the Contest, the Participant represents, acknowledges and warrants that the submitted Design is an original work created solely by the Participant, that the Design does not infringe on the copyrights, trademarks, moral rights, rights of privacy/publicity or intellectual property rights of any person or entity, and that no other party has any right, title, claim or interest in the Poster.

**CONTEST RULES**

1. There is no fee to enter the Contest and submit a Design.
2. There is no limit to the number of Design an Entrant may submit in this Contest.
3. In order to enter the Contest or win the prize, the Participant must comply fully with these Official Rules and by entering agrees to be bound by these Official Rules and the decisions of Ventures, whose decisions shall be binding and final in all respects.

**LICENSE TO USE ENTRIES**

By entering the Contest, all Participants grant an irrevocable, unconditional, perpetual, worldwide, transferable, fully-paid, royalty-free, non-exclusive right and license to Sponsor and its affiliates, related entities and service providers to use, reproduce, store, copy, transmit, publish, post, broadcast, distribute, display, create derivative works of and/or otherwise use (without limitation as to when or to the number of times used) each element of a Participant’s Design in connection with the Contest, the promotion of the Contest, and in any other manner at the discretion of Sponsor in any media now or hereafter known including, but not limited to, on Sponsor’s web pages, social media pages and other digital media, newsletters, third party sites, print materials, television and other broadcast media, for marketing and/or advertising, and in printed materials for sale. Participant waives intellectual property rights, privacy/publicity rights or other legal or moral rights that might preclude Sponsor’s use of any element of the Design, and agrees not to sue or assert any claim against Sponsor for the use of any element of the

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Design and the Entry. Display or publication of any Design on Sponsor's website does not indicate the Entrant will be selected as a winner. Sponsor will not be required to pay any consideration or seek any additional approval in connection with use of the Design.

**SELECTION OF THE WINNING DESIGN; JUDGING**

The judging of the Designs will take place during the Judging Period and one (1) Design will be chosen as the winner in this Contest (the "Winner").

The judging panel (the "Panel") will consist of representatives of Sponsor.

The Panel will judge each Design based on the following criteria: creativity and design originality (30%), how the design reflects our Obstacle criteria (40%), and ease of construction and disassembly (30%) (collectively, the "Judging Criteria").

All decisions of the Panel are final as to all matters.

Ventures reserves the right to take more time to determine the Winner as it deems necessary in its sole discretion.

**NOTIFICATION OF THE WINNER**

The potential Winner will be notified within five (5) business days after chosen by the Panel in accordance with the contact information supplied by the Participant at the time of entry ("Prize Notification"). Prize Notification is deemed to have occurred immediately upon the placing of a phone call or sending of an e-mail or any other form of communication Ventures may use to contact a potential Winner. Ventures is not obligated to leave a voicemail or any other type of message. If a potential Winner does not respond to the Prize Notification within five (5) business days after the Prize Notification, Ventures may select an alternate winner according to these Official Rules from all remaining eligible Entries. Ventures reserves the right to modify the notification procedures in connection with the selection of any alternate potential Winner, if any.

**REQUIRED DOCUMENTATION**

The potential Winner must sign and have notarized an Affidavit of Eligibility, Liability and Publicity Release (the "Affidavit"), as well as any other documentation required by Ventures in its sole discretion, within five (5) business days following the date of first attempted notification regarding the documentation in order to be eligible to accept the prize. Failure to sign and return to Ventures such forms within the requisite timeframe may result in disqualification, and an alternate winner may be selected according to these Official Rules from all remaining eligible Entries.

**Any potential Winner is subject to verification and the potential Winner's full compliance with these Official Rules before any prize will be awarded.**

**ANNOUNCEMENT OF THE WINNER**

The Winner will be announced and given recognition on social media.

**PRIZE**

One (1) prize package will be awarded in this Contest. The Winner will be awarded the following:

1. Four (4) registrations to any 2022 Rugged Maniac event (the approximate retail value ("ARV") is \$400.00);

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2. VIP upgrades to any 2022 Rugged Maniac event (ARV is \$196.00); and
3. Obstacle naming rights if deemed “rugged” enough by the Rugged Maniac staff; and
4. \$200 merchandise credit to the Rugged Shop.

**PRIZE CONDITIONS**

1. The prize cannot be transferred or substituted, except in the sole discretion of Sponsor. Sponsor reserves the right to substitute prizes of equal or greater value.
2. The prize has no cash value and may not be redeemed for cash at any time.
3. Prize must be accepted as awarded. All characteristics and features of the prize, except as otherwise explicitly stated above, are at Sponsor’s sole and absolute discretion.

**TAXES**

All local, state and federal taxes incurred by accepting a prize will be the sole responsibility of the Winner. Any person winning over \$600 in prizes during any one (1) year period will receive an IRS Form 1099 at the end of the calendar year, and a copy of such form will be filed with the IRS.

**PRIVACY**

In connection with this entry process, Ventures will be collecting personal data about Participants in accordance with its privacy policy (the “Policy”). By participating in this Contest, the Participant hereby agrees to the collection and usage of the Participant’s personal information by Ventures and the Participant acknowledges that he/she has read and accepted the Policy. When a Participant enters the Contest, he/she may be asked to consent to receive promotional emails. Consenting to receive such emails is optional and does not have to be agreed to in order to be eligible to enter this Contest and does not improve the Participant’s chances of winning. Except where prohibited, participation in the Contest constitutes the Participant’s consent to the use by Ventures of the Participant’s name, likeness, entry, and state of residence for promotional purposes in any media without further payment or consideration to the Participant, unless prohibited by law.

**INTERNET**

1. It is each Participant’s responsibility to enter in the appropriate manner. Each Participant is responsible for all costs or charges involved in accessing the participating website and warrants that the cost of accessing the websites, if any, is part of a larger agreement with an Internet Service Provider or some other means, and that the cost of this access is not an incremental cost.
2. If for any reason the internet portion of the program 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 Ventures which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, Ventures reserves the right, at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify, or suspend the Contest. Ventures assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communication line failure, theft, or destruction or unauthorized access to, or alteration of Entries.
3. Ventures is not responsible for lost, misdirected, illegible, damaged or undelivered Entries. Ventures is not responsible for any problems or technical malfunctions of any telephone network or lines, computer

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online systems, services or providers, computer equipment, software, failure of any email or entry to be received due to technical problems or traffic congestion on the internet or at any website, or any combination thereof, including any injury or damage to Participant's or any other person's computer related to or resulting from participation or downloading of any material in this Contest. CAUTION: Any attempt by a Participant to deliberately damage any website or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, Ventures reserves the right to seek damages from any such person to the fullest extent permitted by law.

4. In the event of a dispute, Entries made by Internet will be declared made by the authorized account holder of the e-mail address submitted at time of entry. "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, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

**WAIVERS, DISCLAIMERS AND RELEASES**

By participating in this Contest, the Participant agrees to release, discharge and hold harmless Ventures, Gannett Co., Inc., Gannett Media Corp, and each of their divisions, affiliates, parent companies, subsidiaries, advertising and promotion agencies and their respective directors, officers, employees and agents (collectively, the "Contest Entities") from and against any and all claims, liability, costs, losses, damages or injuries of any kind arising out of or related to the Participant's participation in this Contest and/or related to any prize (including, without limitation, losses, damages or injuries to Participant's or any other person's equipment or other property, or to their persons, related to participation in this Contest; or arising out of any violation of rights of publicity or privacy, or claims of defamation or portrayal in a false light; or based on any claim of infringement of intellectual property; or from any typographical, human or other error in the printing, offering, selection, operation or announcement of any Contest activity and/or prize). Without limiting the generality of the foregoing, the Participant agrees that the Contest Entities: (a) have neither made nor will be in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, in connection with any Contest and/or with respect to prizes, including, without limitation, to any prize's quality or fitness for a particular purpose; (b) maintain no control over the personnel, equipment or operation of any air, water or surface carrier, ship line, bus or limousine company, transportation company, hotel, manufacturer or other person or entity furnishing services, products or accommodations ("Suppliers") as a part of the prizes provided in connection with any Contest; and (c) will not be responsible or liable for any injury, damage, loss, expense, accident, delay, inconvenience or other irregularity that may be caused or contributed to: (1) by the wrongful, negligent or unauthorized act or omission on the part of the Suppliers or any of their agents, servants, employees or independent contractors, (2) by any defect in or failure of any vehicle, equipment, instrumentality, service or product that is owned, operated, furnished or otherwise used by any of those Suppliers, (3) by the wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the Contest Entities, and (4) by any cause, condition or event whatsoever beyond the control of the Contest Entities. Participant agrees that the Contest Entities shall have no responsibility or liability for discontinued prizes; human error; incorrect or inaccurate transcription of registration and/or account information; any technical malfunctions of the telephone network, computer online system, computer dating mechanism, computer equipment, software, or Internet service provider utilized by Ventures; interruption or inability to access the website, or Ventures or affiliated entities' respective websites, or any online service via the Internet due to hardware or software compatibility problems; any damage to Participant's (or any third person's) computer and/or its contents related to or resulting from any part of a Contest; any lost/delayed data transmissions, omissions, interruptions, viruses, bugs, defects; and/or any other errors or malfunctions, even if caused by the negligence of the Contest Entities. Each Participant further agrees to indemnify and hold harmless Contest Entities from and against any and all liability resulting or arising from any Contest and to release all rights to bring any

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claim, action or proceeding against Contest Entities and hereby acknowledge that Contest Entities have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to a prize, including express warranties provided exclusively by a Supplier that may be sent along with a prize. Ventures is not responsible for the actions of Participants in connection with any Contest, including the Participant's attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of this Contest.

**MISCELLANEOUS**

1. The invalidity or unenforceability of any provision of these Official Rules or the Affidavit will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Affidavit is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The failure of Ventures to enforce any term of the Official Rules will not constitute a waiver of that provision. When terms such as "may" are used in the Official Rules, Ventures has sole and absolute discretion. Participants agree to waive any rights to claim ambiguity of the Official Rules.

2. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof.

3. All trademarks used herein are the property of their respective owners.

4. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials, privacy policy or terms of use on the website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in the sole and absolute discretion of Ventures.

5. Ventures will not be responsible for typographical, printing or other inadvertent errors in these Official Rules or in other materials relating to the Contest.

6. Ventures reserves the right to change, alter, or amend these Official Rules as necessary, in its sole discretion, to ensure the fair administration of the Contest or to comply with applicable law.

7. Any and all decisions of Ventures regarding the Contest are final.

8. This Contest and these Official Rules will be governed by the laws of the State of New York whose courts shall have exclusive jurisdiction in the event that any dispute arises regarding the Contest or the prize package.

**NAME OF WINNER**

To obtain the name of the Winner, contact Ben Gould, at [bgould@venturesendurance.com](mailto:bgould@venturesendurance.com) by April 1, 2022.

**QUESTIONS**

Any questions on this Contest should be directed to the Rugged Maniac Customer Service Team at [info@ruggedmaniac.com](mailto:info@ruggedmaniac.com).