

THE IRONMAN FOUNDATION, INC.

IRONMAN FOUNDATION WORLD CHAMPIONSHIP JULY CHARITY BIB DRAWING

Official Rules

NO PURCHASE OR DONATION NECESSARY TO ENTER OR WIN. A PURCHASE OR DONATION WILL NOT IMPROVE YOUR CHANCES OF WINNING.

VOID WHERE PROHIBITED.

THE PROMOTION FEATURED ON THIS FUNDRAISING PAGE, [HTTPS://IRONMANFOUNDATION.DONORDRIVE.COM/EVENT/CHARITYBIBDRAWING](https://ironmanfoundation.donordrive.com/event/charitybibdrawing), AND FUNDS RAISED BENEFIT THE IRONMAN FOUNDATION, INC., EIN: 65-1172979, A NOT-FOR-PROFIT ORGANIZATION QUALIFIED UNDER SECTION 501(C)(3) OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED. THE MISSION OF THE IRONMAN FOUNDATION IS HERE: [IRONMANFOUNDATION.ORG](http://ironmanfoundation.org)

***Two (2) Prizes will be made available.** One (1) Prize is the opportunity to purchase at full retail price of \$1,400.00 USD plus applicable taxes and Active processing fees (total price including Hawaii State GE Tax (currently 4.7120%)), an entry into the 2023 Women's VinFast IRONMAN® World Championship triathlon in Kailua-Kona, Hawaii held on October 14, 2023; and one (1) Prize is the opportunity to purchase, at full retail price of \$1,400.00 USD plus applicable taxes and Active processing fees (total price including approximately 9.25% Active processing fee), an entry into the 2023 Men's VinFast IRONMAN® World Championship triathlon in Nice, France held on September 10, 2023 (each an "Event"), subject to certain conditions. Date(s) subject to change.

*Each Prize is an opportunity not otherwise available to the public for purchase and would otherwise require qualification into the Event. These opportunities are non-transferable (except as explicitly permitted by Sponsor in writing) and cannot be exchanged or returned. Please enter only if you are prepared to pay for, travel to and enter the Event. So as to ensure the health, safety and well-being of all participants, each Winner shall be required to validate the Prize by satisfying the Qualifying Requirements. "Qualifying Requirements" means the Winner must (a) compete in at least one IRONMAN-owned or IRONMAN-licensed IRONMAN® or IRONMAN® 70.3®-branded race **between October 9, 2022 and August 20, 2023** and (b) finish such qualifying race within the stated cut-off time for such race (cut-off times can be found in the athlete FAQ section of the applicable race-specific website). The Winner shall be responsible for any and all costs associated with the Qualifying Requirements, including, without limitation, the standard entry fee for the applicable qualifying race.

***The Prize does not include travel, accommodations, or any costs or expenses.** Winners are solely responsible for all costs and expenses, including, but not limited to, the entry fees, equipment, travel to and from the Event, and all other associated costs.

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1. The “IRONMAN Foundation World Championship July Charity Bib Drawing” (the “**Drawing**”) is subject to these official rules (the “**Official Rules**”).

2. **Eligibility:** To be eligible to enter the Drawing, 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 The IRONMAN Foundation, Inc., World Triathlon Corporation, or any of its parents, affiliated companies, subsidiaries, licensees, suppliers, printers, or advertising or drawing/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 (c) or (d) 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 (c), (d), or (e) above;
- f. not otherwise barred by law from participating in the Drawing at the date and time of entry;
- g. not a professional triathlete; and
- h. not planning to become a professional triathlete prior to the Event.

“**Immediate family members**” means parents, step-parents, children, step-children, siblings, half-siblings, spouses, and domestic partners. “**Household members**” 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. The use of multiple identities is prohibited and will void each of that participant’s/person’s entries.

3. **Sponsor & Administrator:** The IRONMAN Foundation, Inc. (“**Sponsor**” or “**Operator**”) a 501(c)(3), not-for-profit organization located at 3407 W. Dr. Martin Luther King Jr. Blvd. Suite 100, Tampa, FL 33607.

4. **Agreement to Official Rules:** By participating in the Drawing, entrant represents and warrants that (i) they have read and understood, and fully and unconditionally agrees to and accepts, these Official Rules and that the decisions of the Sponsor is final and binding in all matters related to the Drawing and (ii) that they are eligible to enter the Drawing in accordance with any and all applicable laws and these Official Rules. Sponsor shall be entitled to interpret these Official Rules as needed – including but not limited to rules regarding deadlines, Winner selection, Prize restrictions, and eligibility – and all such decisions are final. By participating, entrant irrevocably, fully and unconditionally waives any right to claim ambiguity in these Official Rules and/or in any other Drawing and/or Drawing-related advertising or materials. Winning any Prize is contingent upon fulfilling all requirements set forth herein.

5. **Entry Period:** The Drawing entry period begins at or about **9:00 AM Eastern Time (“ET”) on July 11, 2023 and ends at or about 11:59 PM ET on July 31, 2023** (the “**Entry Period**”). DonorDrive’s (www.donordrive.com) server and computer clock is the official time-keeping device for the Drawing. Sponsor makes no representations or warranties that the leaderboard or donation scroll box on DonorDrive.com or elsewhere will be updated on a real-time basis, will always be accurate or will represent the official entrants, odds, results or leaders at any time before, during or after the Entry Period. The leaderboard, donation scroll lists and any similar lists tallying donations are unofficial tallies of the amounts of donations in a campaign and may not accurately reflect the donations made based on a variety of factors. Results of the Drawing are not official until Sponsor expressly announces the final results and verifies the Winners.

ENTRY INTO THE DRAWING

6. **How to Enter:** NO PURCHASE OR DONATION IS REQUIRED TO ENTER OR WIN THE DRAWING. MAKING A PURCHASE OR DONATION WILL NOT INCREASE AN ENTRANT’S ODDS OF BEING SELECTED. ENTRANTS WILL HAVE THE OPPORTUNITY TO MAKE A DONATION, BUT SUCH DONATION IS NOT REQUIRED AND WILL NOT INCREASE THE PARTICIPANT’S CHANCE OF WINNING.

7. There are three (3) ways to enter:

- (a) First Method of Entry – DonorDrive Website: Go to DonorDrive.com available here: <https://ironmanfoundation.donordrive.com/event/charitybibdrawing> and follow the on-screen

instructions to donate at the suggested minimum one hundred dollars (\$100) to get one (1) entry in the Drawing. Assurance of delivery of donations is the sole responsibility of the entrant. Online donations, once processed and received, are non-refundable.

Please note that although you may receive an entry via the process detailed above, the ultimate recipient of your donation may receive less than the full amount that you donate after the deduction of administrative and processing fees in accordance with the DonorDrive Terms and Conditions. DATA RATES MAY APPLY TO USE OF MOBILE PHONE/DEVICE TO PARTICIPATE IN THE DRAWING. WIRELESS SERVICE MAY NOT BE AVAILABLE IN ALL AREAS

(b) Second Method of Entry – TEAM IMF Athlete Donation Page:

- (i) Option 1: Go to the “TEAM IMF Webpage” available here: <https://ironmanfoundation.org/team-imf/> and select any event from the “Select your TEAM IMF Race” dropdown. Then, select any “TEAM IMF Athlete” for that event and follow the on-screen instructions to donate a minimum of one hundred dollars (\$100) to the TEAM IMF Athlete to get one (1) entry in the Drawing; OR
- (ii) Option 2: Use a link provided by any TEAM IMF Athlete to access their individual DonorDrive fundraising page and follow the on-screen instructions to donate a minimum of one hundred dollars (\$100) to the TEAM IMF Athlete to get one (1) entry in the Drawing.

Any donation of one hundred dollars (\$100) or more to a TEAM IMF Athlete’s specific donation page will also result in one (1) entry for that TEAM IMF Athlete. Assurance of delivery of donations is the sole responsibility of the entrant. Online donations, once processed and received, are non-refundable.

Please note that although you may receive an entry via the process detailed above, the ultimate recipient of your donation may receive less than the full amount that you donate after the deduction of administrative and processing fees in accordance with the DonorDrive Terms and Conditions. DATA RATES MAY APPLY TO USE OF MOBILE PHONE/DEVICE TO PARTICIPATE IN THE DRAWING. WIRELESS SERVICE MAY NOT BE AVAILABLE IN ALL AREAS

(c) Third Method of Entry - Postcard: Send a postcard (measuring 3.5” x 5”) with your full legal name, current residential address (not a P.O. Box), telephone number, date of birth, gender, email address, the name of this Drawing (i.e., “THE IRONMAN FOUNDATION WORLD CHAMPIONSHIP JULY BIB DRAWING”), and state whether or not you have read and agree to these Official Rules, to:

The IRONMAN Foundation
3407 W. Dr. Martin Luther King Jr. Blvd., Suite 100
Tampa, Florida, 33607
Attention: WORLD CHAMPIONSHIP DRAWING

Your postcard must be postmarked no later than 11:59:59 PM ET on July 31, 2023 and received by Sponsor by August 3, 2023 in order to be eligible. Assurance of delivery to Sponsor is the sole responsibility of the entrant. Each such postcard received will entitle the entrant, if otherwise eligible under these Official Rules, to one (1) entry in the Drawing. (The Prize Winner may also be required to provide other information needed or useful in order to facilitate sending and receipt of the Prize.) Photocopied, illegible, or mechanically reproduced entries are not eligible.

Entrants who choose to participate via the third method of entry can provide donations of any amount, including no donation at all.

- 8. TEAM IMF Athlete Entries.** TEAM IMF Athletes shall receive one (1) entry for each donation of one hundred dollars (\$100) or more collected on their personal TEAM IMF Athlete fundraising page.

9. All entrants are subject to verification of eligibility before a Prize can be awarded. For example, if your birthdate or address entered on the Website or provided on your postcard do not meet eligibility requirements, your entry is automatically void. Donations and postcards will not be returned. Donations made in this Drawing may not be tax-deductible. It is the individual donor's sole responsibility to determine the tax- consequences of their donations. Consult a tax professional. You agree that Sponsor is not providing any accounting or tax advice.
10. Each entry, regardless of which entry method is used, has an equal chance of winning as any other entry.
11. There is no limit on the number of entries allowed per person. Those who do not follow all of the instructions, provide the required information in their donation or entry form, or abide by these Official Rules or other instructions of Sponsor may be disqualified at Sponsor's sole and absolute discretion. All entries that are late, illegible, incomplete, damaged, destroyed, forged or otherwise not in compliance with the Official Rules may be disqualified at Sponsor's sole and absolute discretion. 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. Entrants are not permitted to share the same email address as another entrant. Entry materials/data that have been tampered with or altered are void. Once submitted, entries become the sole property of Sponsor or its designee and such entries will not be acknowledged or returned.
12. In the event of a dispute as to the identity of any entrant, the entry will be deemed submitted by the account holder of the email from which it was sent but only if such person is otherwise eligible. The "account holder" is the person assigned an email address, address, or username by the entity responsible for assigning it (e.g., Gmail). Entrants may be required to show proof of being the registered account holder. If a dispute cannot be resolved to the Sponsor's satisfaction, the entry will be deemed ineligible. Sponsor is not responsible for lost, misdirected, misplaced, stolen, tampered with, deleted, or invalid entries.
13. **Privacy.** Personally identifiable information that is submitted by entrant as part of this Drawing will be used to administer the Drawing, select and announce the Prize Winner, and fulfil the Prize. By entering the Drawing, entrant hereby agrees to Sponsor's collection and usage of their personal information.
14. During registration, entrants may be offered the opportunity to opt-in to special offers. These offers are optional, and neither acceptance nor non-acceptance by entrants will affect chances of being selected.

DETERMINATION OF WINNER; PRIZE

15. **Random Drawing:** On or about **August 4, 2023**, Sponsor will randomly select one (1) potential female winner and one (1) potential male winner from all entries received during the Entry Period. **SUBJECT TO VERIFICATION OF ELIGIBILITY AND COMPLIANCE WITH THE REQUIREMENTS BELOW, THE POTENTIAL WINNERS WILL BE DECLARED THE OFFICIAL WINNERS OF THE DRAWING** (each, a "**Winner**"). Each entry has an equal chance of winning as any other entry.
16. **Prizes:**
 - A. One (1) female Winner will be awarded an opportunity to purchase, at the full retail price of **one thousand and four hundred dollars (\$1,400 USD) plus applicable taxes and Active processing fees (total price including Hawaii State GE Tax (currently 4.7120%))**, an entry to participate (not as a relay participant) in the 2023 Women's VinFast IRONMAN[®] World Championship triathlon in Kailua-Kona, Hawaii held on October 14, 2023, subject to the validation requirements and other terms and conditions set forth herein. **TRANSPORTATION AND LODGING NOT INCLUDED.** Winner will be responsible for all transportation such as an airline flight, hotel, automobile transportation to/from airports, and transportation on race day or otherwise at the Event.
 - B. One (1) male Winner will be awarded an opportunity to purchase, at the full retail price of **one thousand and four hundred dollars (\$1,400 USD) plus applicable taxes and Active processing fees (total price including approximately 9.25% Active Processing)**, an entry to participate (not as a relay participant) in the 2023 Men's VinFast IRONMAN[®] World Championship triathlon in Nice, France held on September 10, 2023, subject to the validation requirements and other terms and conditions set forth herein. **TRANSPORTATION AND LODGING NOT INCLUDED.** Winner will be responsible for all

transportation such as an airline flight, hotel, automobile transportation to/from airports, and transportation on race day or otherwise at the Event.

Please note: Each Winner will be responsible for all transportation such as airline flights, automobile transportation to/from airports, and transportation to and from the Event. The Prize does not consist of the race entry itself; rather, the Prize is the opportunity to purchase such race entry. The Prize is an opportunity not otherwise available to the general public for purchase and would generally otherwise require qualification for the Event. Winner, along with all other participants in the Event, must have a valid USA Triathlon (USAT) license on the day of the applicable race or purchase a one-day membership.

17. **Total ARV:** The Prize has an approximate retail value (“ARV”) of USD\$0.
18. **Odds.** The odds of an entrant winning this Drawing depend on the total number of eligible entries submitted in accordance with these Official Rules.
19. **Notification:** The potential Winners will be notified by telephone and/or email at the phone number or email address provided by such entrant. To claim their Prize, the potential Winners must: (a) respond as directed within five (5) business days after the first notification attempt (the entrant is responsible for ensuring that their email address is enabled); and (b) return to the Sponsor, by the date and manner specified, the applicable Verification Paperwork (defined below) as may be required by the Sponsor.
20. Due to Canadian legal requirements, if the potential Winner is a resident of Canada, that person must also correctly answer a skill-testing question, within a limited timeframe, and without the benefit of any calculating devices, before the Prize will be awarded. For residents of Quebec, any litigation respecting the conduct or organization of a publicity contest may be submitted to the Regie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a Prize may be submitted to the Regie only for the purpose of helping the parties reach a settlement.
21. If any potential Winner does not respond within five (5) business days after the first notification attempt, or fails to comply with any of these Official Rules, or if the Sponsor determines that the potential Winner is ineligible or disqualified, or declines the Prize for any reason, the Prize will be forfeited and, at Sponsor’s sole discretion and time permitting, Sponsor may either (i) select an alternate winner by random drawing from the remaining eligible entries or (ii) void the Prize.
22. Noncompliance with these Official Rules or the return of the Prize (or any portion thereof) or Prize notification as undeliverable may result in disqualification and Prize forfeiture. Entrants acknowledge that (a) it is their responsibility to check their emails, phone calls, voicemail and/or notifications to ensure they receive any notification from Sponsor in connection with this Drawing, and (b) Sponsor will not be held responsible for any failure by the Winner to timely claim the Prize in connection with the Winner’s failure to receive any email, phone call, voicemail, and/or notification transmitted by Sponsor. Sponsor is not responsible for entries that are lost, unauthenticated, or late for any reason, and all such entries are void. Sponsor reserves the right in its sole discretion at any time to disqualify any entry that, or entrant who, does not comply with these Official Rules in its sole discretion. All Drawing decisions shall be at the sole discretion of the Sponsor.

PRIZE CONDITIONS

23. All Prize values referenced in these Official Rules shall be in United States Dollars (“USD”).
24. Event dates are determined in the sole discretion of Sponsor and/or the Event operator and may be subject to change. Released Parties (defined below) will not be responsible for weather conditions, acts of God, acts of terrorism, civil disturbances, labor or other strike or work stoppage, or any other natural disaster outside its control that may cause the cancellation or postponement of any Event or any other scheduled event or closure of venue. It is each Winner’s sole responsibility to stay informed about the details including Event location, time and any changes regarding the Event.
25. Only the female Winner will be provided the opportunity to purchase, at a full retail value plus processing fees and applicable tax, an entry into the Women’s 2023 VinFast IRONMAN® World Championship triathlon, and only the male Winner will be provided the opportunity to purchase, at a full retail value plus processing fees and

applicable tax, an entry into the Men's 2023 VinFast IRONMAN® World Championship triathlon (each, a "**Race Entry**") that would not otherwise be available to the public for sale. Online registration for and payment of the Race Entry purchase must be completed **no later than two (2) weeks after Winner receives the Verification Paperwork (see below) from Sponsor**, or else the opportunity to purchase the Race Entry will be forfeited. Payment for the Race Entry is non-refundable.

26. The use of any Race Entry is conditioned upon the Winner first satisfying the Qualifying Requirements. The Qualifying Requirements means the Winner must (a) compete in at least one IRONMAN-owned or IRONMAN-licensed IRONMAN® or IRONMAN® 70.3®-branded race **between October 9, 2022 and August 20, 2023** and (b) finish such qualifying race within the stated cut-off time for such race (cut-off times can be found in the athlete FAQ section of the applicable race-specific website). The Winner shall be responsible for any and all costs associated with the Qualifying Requirements, including, without limitation, the standard entry fee for the applicable qualifying race.
27. All Prize details shall be at Sponsor's sole discretion. The Prize consists only of those items specifically listed as part of the Prize. Winner assumes sole responsibility for all expenses and incidental costs associated with the Prize not explicitly outlined above, including without limitation, all federal, provincial, state and local taxes (if any), VAT taxes or fees, surcharges, fees, tips, gratuities, parking, concessions, souvenirs, merchandise, additional or non-included transportation, travel or lodging, food, beverages, snacks, Internet access, personal items, service or facility charges, and upgrades.
28. Verified Winner(s) will receive instructions on claiming or receiving Prize elements. If Prize is mailed or shipped, Winner shall assume all risk of loss, damage, theft, late or missed delivery. Upon fulfilling any Prize, Sponsor will be deemed to have awarded the Prize to Winner and such Winner assumes full responsibility for the Prize. The Sponsor is not responsible if a Winner does not use the Race Entry on the day of the race. **Please enter only if you are prepared to pay for, travel to, and enter the Event.**
29. Prize or Prize components are not exchangeable or redeemable for cash, may not be sold, bartered, or auctioned, and must be accepted as awarded, without substitutions. The right to receive any Prize is not transferrable unless expressly authorized in writing by Sponsor. Any Prize or portion thereof not used or accepted by Winner is forfeited and no cash or substitute will be offered or permitted, unless required by law. Prizes may not be substituted except that Sponsor in its discretion may substitute a Prize, or portion thereof, with a prize or portion of equal or greater value if it deems necessary. Any such changes will be announced. The Prize has no cash value.
30. Prizes offered are provided "as is" with no warranty or guarantee either express or implied by Released Parties. Merchandise prize components (if any) carry no warranty other than that offered by manufacturer. Released Parties have neither made nor are responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any Prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose. Other restrictions apply.
31. If the actual value of any individual component of the Prize is less than the relevant value listed above or if the actual value of the Prize is less than the aggregate ARV stated herein, the Winner will not be entitled to any compensation or reimbursement for difference in value.
32. **Verification Paperwork.** The potential Winner will be notified as set forth above and, as a condition of receiving a Prize, may be required to present valid photo identification and/or required to complete, sign, and return to Sponsor an Affidavit of Eligibility, liability waiver, a Publicity Release (where legal), tax forms and/or other legal documents (collectively, "**Verification Paperwork**"). AN ENTRANT IS NOT A 'WINNER' OF THE DRAWING PRIZE UNLESS AND UNTIL SPONSOR HAS COMPLETED ITS VERIFICATION OF ENTRANT'S ELIGIBILITY. If Verification Paperwork is provided to Winner, Winner must return the completed Verification Paperwork within five (5) business days of receipt.
33. **Promotional Use of Likeness:** Except where prohibited by law, participation in the Drawing constitutes entrant's consent for the Sponsor and its affiliates', agents', designees, or affiliated third parties' to use entrant's name, voice, likeness, statements, photographs (including the use and appearance of entrant's photograph on Sponsor's website/social media pages or channels), audiovisual recordings, opinions, biographical information, and state of residence for purpose of advertising the Drawing, any subsequent drawing, contest, or other promotion by

Sponsor, any event owned or licensed by Sponsor, or for any other commercial purpose, in each case in any media or manner, now known or hereafter devised, without payment, consideration, notice, or approval.

- 34. Fraud:** In the event that Sponsor learns of any fraud (or any intended fraud) in connection with the presentation of the Drawing or the distribution/collection of any Prize, or in the event Sponsor otherwise learns of any other illegal activity in connection with the Drawing, Sponsor may modify or cancel the Drawing. Any and all such determinations shall be made in the sole reasonable judgment of Sponsor. All Drawing decisions shall be final, and each entrant will have no right, pursuant to these Official Rules or otherwise, to challenge the Drawing or the Prize decisions.

LIMITATION OF LIABILITY & DISCLAIMER OF WARRANTIES

- 35.** The term “**Released Parties**” shall mean (a) Sponsor and its related companies, parents, subsidiaries, affiliates, event hosts, sponsors, and their respective agents and agencies, and their respective officers, directors, employees, shareholders, members, and agents; (b) World Triathlon Corporation; (c) DonorDrive; (d) any other company involved in the development or administration of the Drawing; and (e) their respective parent companies, subsidiaries, agencies, affiliates, franchisees, promoters, Prize suppliers, directors, officers, employees, agents and related persons.
- 36.** By participating in the Drawing, you agree that the Released Parties: (a) are not responsible for technical failures of any kind, including but not limited to lost, disconnected, interrupted, or unavailable network, server, or other connections, late, lost, incomplete, illegible, inaccurate, undeliverable, damaged or stolen, or for any failed telephone or computer hardware or software, or for any failed, delayed, misdirected, corrupted, or garbled transmissions or errors of any kind, whether human, mechanical, or electronic; (b) are not responsible for any incorrect or inaccurate information, whether caused by participant’s printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Drawing, the printing of this offer, the administration of the Drawing, the selection or announcement of the Winner(s) or Prize; (c) are not responsible for any injury or damage to any computer, modem or other electrical device as a result of participation in the Drawing or downloading of any software or materials; (d) are not responsible for unauthorized human intervention in any part of the Drawing; (e) are not responsible for any unauthorized third-party use of any entry materials; (f) are not responsible for the inability to select Winner(s) because of postal failure, equipment failure, or data storage failure; (g) are not responsible for any printing, typographical, technical, computer, network or human error that may occur in the administration of the Drawing, selection of Winner(s), verification of the Winner(s), the Prize or otherwise in any other Drawing and/or Drawing-related materials; (h) are not responsible for any interruptions/postponement/cancellation of the Drawing; and (i) are not responsible for any other errors or malfunctions, even if caused by the negligence of any one or more of the Released Parties.
- 37.** 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 WEB SITE AND NONE OF THE RELEASED PARTIES WILL BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS RELATED THERETO. RELEASED PARTIES DO NOT GUARANTEE THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE DRAWING. RELEASED PARTIES SHALL NOT BE LIABLE OR RESPONSIBLE FOR THOSE GUARANTEES OR WARRANTIES MADE OR OFFERED BY ADVERTISERS, PARTNERS, MANUFACTURERS OR SUPPLIERS, INCLUDING THOSE RELATED TO PRIZE. UNDER NO CIRCUMSTANCES SHALL RELEASED PARTIES BE HELD RESPONSIBLE OR LIABLE FOR YOUR USE OF THE INFORMATION AND/OR PRODUCTS PROVIDED AND/OR MADE AVAILABLE THROUGH THE DRAWING OR FOR ERRORS OR ANOMALIES RESULTING IN THE UNINTENDED OR ERRONEOUS PARTICIPATION, AWARD OF THE PRIZE OR OTHER BENEFITS UNDER THESE OFFICIAL RULES.
- 38.** 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.

39. Except where prohibited, by participating in the Drawing, entrants agree to release, indemnify, defend, and hold harmless the Released Parties from and against any and all alleged, existing, or future actions, claims, and/or liabilities of whatever nature including, but not limited to, personal injury, bodily injury (including, without limitation, wrongful death and disability of any person), property damage, and expense (including, without limitation, reasonable attorneys' fees) and loss or damage of any other kind, relating to or arising from, in whole or in part, directly or indirectly, (a) your participation, or inability to participate, in the Drawing, or any Drawing-related or Prize-related activity; (b) the use by Released Parties (including modification, adaptation, and reproduction) of entry materials during or after the Drawing; (c) the delivery, acceptance, possession, redemption, use, misuse, loss, or misdirection of the Prize; (d) unauthorized intervention in the Drawing; (e) the Released Parties' violation of rights of publicity or privacy, claims of defamation or portrayal in a false light or based on any claim of infringement of intellectual property; (f) any technical error related to computers, servers, providers, or telephone or network lines; (g) printing errors; (h) any error in the administration of the Drawing or the processing of entries; (i) any late, lost, or undeliverable entry; or (j) taxes related to, directly or indirectly, in whole or in part, receipt or use of any part of any Prize by any person.
40. 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.
41. 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.

DISPUTES

42. **Choice of Forum:** 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 United States District Court for the Middle District of Florida (Tampa Division) or the appropriate Florida State Court located in Hillsborough County, Florida.
43. **Governing Law:** All issues and questions concerning the construction, validity, interpretation, or enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Drawing, shall be governed by, and construed in accordance with, the laws of the State of Florida, 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.
44. In the event of any discrepancy or inconsistency between any terms or conditions of these Official Rules and any disclosures or other statements contained in any other Drawing-related materials, including but not limited to television, print, mobile or online advertising, the terms and conditions of these Official Rules shall prevail, govern, and control. If any provision of these Official Rules is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

MISCELLANEOUS

45. Sponsor reserves the right to terminate, cancel, suspend and/or modify the Drawing, or other part thereof, if intervening circumstances warrant, within Sponsor's sole discretion, due to any fraud, virus or other technical problem which corrupts the security, administration, operation, fairness and/or proper play of the Drawing, or for any other reason. In such an event, Sponsor reserves the right to select the Winner from all non-suspect entries received prior to the suspension, cancellation, termination, and/or modification of the Drawing or in such other manner as Sponsor, in its sole discretion, deems fair and appropriate under the circumstances.

46. Sponsor reserves the right to disqualify any individual from further participation in the Drawing if Sponsor concludes, in its sole discretion, that such person (a) has attempted to tamper with any entries or the operation of the Drawing, (b) has repeatedly disregarded or has attempted to circumvent these Official Rules or (c) has acted towards Sponsor or any other participant or person in an unfair, inequitable, deliberately annoying, threatening, disrupting or harassing manner. Tampering includes attempts to submit entries except as permitted herein, including by using any prohibited device or method. Any failure by Sponsor to enforce any of these Official Rules shall not constitute a waiver of such Official Rules.
47. **ANY ATTEMPT BY ANY INDIVIDUAL TO DEFRAUD, TAMPER WITH, OR DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS DRAWING MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO PURSUE ANY AVAILABLE DAMAGES OR OTHER REMEDIES AGAINST SUCH INDIVIDUAL(S) AND/OR REFER SUCH MATTERS TO LAW ENFORCEMENT FOR PROSECUTION TO THE FULLEST EXTENT PERMITTED BY LAW.**
48. All activity arising out of and relating to the Drawing, including any reference to the status of any person as a "winner" is subject to verification and/or auditing for compliance with the Official Rules. If Sponsor determines, in its sole discretion, that verification or auditing activity evidences non-compliance of an entry and/or participant with the Official Rules, Sponsor reserves the right to disqualify such entry and/or participant from the Drawing and Prize at any time. Sponsor reserves the right to conduct a background check on any potential winner and to disqualify any individual based on such background check if Sponsor determines in its sole discretion that awarding a Prize to any such individual might reflect negatively on Sponsor. Each participant agrees to cooperate with Sponsor and its representatives in connection with all verification, auditing and/or background check activities.
49. Sponsor reserves the right to correct typographical, printing, or clerical errors in any Drawing-related materials. No more than the stated number of Prizes will be awarded. If production, technical, programming or any other reasons cause more than the stated number of Prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of Prizes by a random drawing from among all legitimate, un-awarded, eligible Prize claims. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Drawing; provided that if it is not possible to award another entry due to discontinuance of the Drawing for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any Prize offered.

TRADEMARKS

50. **IRONMAN® AND IRONMAN WORLD CHAMPIONSHIP® ARE REGISTERED TRADEMARKS OF WORLD TRIATHLON CORPORATION. ALL RIGHTS RESERVED.**
51. Any third-party trademarks mentioned herein are the property of their respective trademark owners and the use or mention of any such third-party trademarks in these Official Rules or in the Drawing is solely for descriptive purposes and shall in no way imply an endorsement or sponsorship of the Drawing.

WINNER'S LIST

52. **Winner List:** For a statement of the identification of the Winners in the Drawing, send a self-addressed, stamped envelope, making a request to receive such information, to: "The IRONMAN Foundation World Championship July Bib Drawing – Winner List Request, c/o The IRONMAN Foundation, 3407 W. Dr. Martin Luther King Jr. Blvd. Suite 100, Tampa, FL 33607". Such requests must be received by November 4, 2023.

53. **Questions:** Send an email to: info@ironmanfoundation.org with "2023 July World Championship Bib Drawing" in the subject line.

STATE NONPROFIT DISCLOSURE

54. A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION FOR THE IRONMAN FOUNDATION, INC. (REGISTRATION NUMBER CH-44958) MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE 1-800-HELP-FLA (1-800-435-7352) OR BY VISITING [HTTP://WWW.FRESHFROMFLORIDA.COM](http://www.freshfromflorida.com). REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE.

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