

Ark Athletes PERSONAL BEST Contest:
Complete Rules & Regulations

1. How to Enter: No purchase necessary. Void where prohibited. The Ark Athletes PERSONAL BEST Contest begins Wednesday, June 16, 2010 at 12am EST and ends at June 26, 2010 at 10pm EST. To enter:

- a. Sign up by completing the online form at www.arkathletes.com/phillytricontest, OR mail a postcard to Ark Athletes, 1704 Walnut St, 3F, Philadelphia, PA 19103. All online entries must be submitted before June 26, 2010 at 10pm EST. All mail-in entries must be postmarked by June 26, 2010 and received before June 29, 2010.
- b. Qualify to enter by completing the 2010 Sprint Race on Saturday, June 26, 2010 or the Philly Triathlon on Sunday, June 27, 2010. Ark Intervals will verify completion of the race as listed in official race results.
- c. Those who qualify by completing the aforementioned requirements will be entered into a blind drawing and winners will be selected at random.

2. Eligibility: To be eligible, all participants must sign up before 10pm 6/26/10. No purchase necessary, must be 18 to enter. All participants must qualify to enter the drawing by first posting a goal time and then by finishing the race, as provided by entrant and verified by Ark Athletes (from official race results).

3. Drawing and Notification: One (1) potential First Prize winner, five (5) potential Second Prize winners, twenty (20) potential Third Prize winners. Odds of winning a prize depend on the number of eligible entries received. Potential winners will be notified by phone and/or by mail. If a potential winner cannot be reached within seven (7) days from the first notification attempt, then such person shall be disqualified and an alternate winner will be selected.

4. Prizes are valued as follows:

- a. First Prize – (1) One pair of tickets to a Phillies MLB baseball game, ARV \$110
- b. Second Prize – (5) \$50 credit toward Hammer Nutrition products (supplied by Ark Intervals), ARV \$50
- c. Third Prize – (10) Ark Athletes tee shirt, ARV \$20

5. Prize Conditions: Each potential Grand Prize winner will be required to execute an Affidavit of Eligibility and a Liability Release, where legal and necessary. Such documents must be signed and returned by the date and/or time indicated within such documents. If the potential Grand Prize winner fails to sign and return such documents within that time, or if an entrant is found to be ineligible, or if he/she does not comply with the Official Rules, then that potential Grand Prize winner will be disqualified and an alternate winner will be selected, time permitting. The potential First Prize, Second Prize and Third Prize winners will be notified by email, phone and/or mail. If prize/prize notification is returned as undeliverable, this will result in disqualification and an alternate winner will be selected. All portions of the Grand Prize must be used on dates specified or as otherwise determined by the Sweepstakes Administrator or the prize(s) will be forfeited. All federal, state or other tax liabilities (including income taxes) arising

from this Sweepstakes will be the sole responsibility of each winner. Except where prohibited by law, the winners' entries and acceptance of the prizes constitutes permission for the Sweepstakes Entities to use said winners' names, photographs, likenesses, statements, biographical information, voices, and city and state addresses on a worldwide basis, and in all forms of media, in perpetuity, without further compensation. Limit of one prize per person/family/household.

6. Sweepstakes Conditions: This Sweepstakes is subject to all applicable federal, state and local laws. By participating, entrants agree to be bound by these Official Rules and the decisions of the Sweepstakes Entities and Sweepstakes Administrator, and waive any right to claim ambiguity in the Sweepstakes or these Official Rules. Winners and entrants also agree to release, discharge, indemnify and hold harmless the Sweepstakes Entities and each of their respective officers, directors, employees, representatives and agents from and against any claims, damages or liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in any Sweepstakes-related activity or participation in this Sweepstakes.

7. Limitations of Liability: Sweepstakes Entities are not responsible for lost, late, damaged, delayed, destroyed, misdirected, incomplete, illegible, postage-due or mutilated entries. Sweepstakes Entities may prohibit an entrant from participating in the Sweepstakes or winning a prize if, in their sole discretion, they determine that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, deception, tampering or attempting to tamper with the entry process or the operation of the Sweepstakes or other unfair playing practices or intending to annoy, abuse, threaten or harass any other entrants or Sweepstakes Entities representatives. The winners agree to release, hold harmless and forever discharge the Sweepstakes Entities from any and all claims, demands, losses and liabilities, of any nature whatsoever, which they may now or hereafter assert, including but not limited to, claims for injury, death or illness arising out of or claimed to be arising out of Sweepstakes entry, prize acceptance or use/misuse of the aforesaid prizes.

8. Winners' Names: For the names of the winners in this Sweepstakes, will be posted on the Ark Athletes website, www.arkathletes.com/phillytricontest

9. Sweepstakes Sponsors / Entities:

Ark Athletes, 1704 Walnut Street, 3F, Philadelphia, PA 19103

10. Sweepstakes Administrator: The Sweepstakes Administrator for this contest is Ark Intervals, 1704 Walnut Street, 3F, Philadelphia, PA 19103. Please refer all contest-specific questions or comments to contest@arkintervals.com, and any general inquiries to info@arkintervals.com.