

Terms & Conditions  
for the  
**IRONMAN® “40 FOR 40”**  
ALLOCATION,  
TO 40 RANDOMLY SELECTED ATHLETES,  
OF THE RIGHT TO PURCHASE  
A 2018 KONA SLOT

*Celebrating the 40<sup>th</sup> Anniversary  
of the IRONMAN® World Championship triathlon!*

*Each year approximately 95,000 athletes compete globally in IRONMAN® triathlons that provide age-group triathletes the opportunity to qualify to compete in the premier event in global triathlon: the IRONMAN® WORLD CHAMPIONSHIP triathlon (referred to herein as “Kona”) held in Kailua-Kona, Hawaii. Of those athletes, only a small number of top-finishing competitors (approximately 2% of the total) actually qualify for Kona.*

*Although the vast majority of Kona participants reach Kona by qualifying, IRONMAN has a long-standing mission to make the Kona experience available to at least a limited group of triathletes each year who are not necessarily the fastest in their age groups, but are otherwise passionate about the sport and have the “Dream of Kona.”*

*As part of that mission, this year—in celebration of the 40<sup>th</sup> anniversary of Kona—40 eligible applicants will be randomly selected to receive the opportunity to purchase a race entry to the 2018 IRONMAN® World Championship triathlon (a “Kona Slot”).*

*We know that many IRONMAN triathletes would love the opportunity to compete at Kona, and not everyone can get that chance. We feel that randomly selecting from among eligible applicants is a fair and equitable method of allocating this special opportunity to purchase one of the limited number of these commemorative Kona Slots.*

*Please note: This is not a contest or a sweepstakes for a free Kona Slot. Each eligible applicant who is randomly selected in the Allocation Process (each, a “Selected Athlete”) will have the **right to purchase**, for \$950 (U.S. Dollars), one Kona Slot, subject to the terms and conditions in this document (the “Terms & Conditions”). This is more than one way to apply; see below for details.*

**NO PURCHASE IS NECESSARY TO BE INCLUDED IN THE ALLOCATION PROCESS.  
VOID WHERE PROHIBITED.**

**IRONMAN® AND 70.3® ARE REGISTERED TRADEMARKS OF  
WORLD TRIATHLON CORPORATION.**

The “**IRONMAN® ‘40 for 40’ Kona Entry Random Allocation Process**” (the “Allocation Process”) is administered by World Triathlon Corporation, a Florida corporation (“IRONMAN”), located at 3407 West Dr. Martin Luther King Jr. Boulevard, Suite 100, Tampa, Florida 33607 USA.

IRONMAN is the owner and operator of the IRONMAN® World Championship.

## **1. Who’s Eligible for the Allocation Process?**

To be eligible to be included in the Allocation Process, you must be:

- (1) an individual who is at least 18 years old as of December 9, 2017;
- (2) a resident of any of the following countries or jurisdictions: Argentina; the Australian states/territories of Queensland, Victoria, and Western Australia (but excluding the rest of Australia); Austria; Canada; Chile; China; Colombia; Czech Republic; Denmark; Finland; France; Germany; Israel; Japan; Malaysia; Mexico; Netherlands; New Zealand; Norway; Poland; Portugal; Singapore; South Africa; South Korea; Spain; Switzerland; Taiwan; Thailand; United Kingdom; or the United States of America; [*due to legal, regulatory, and/or administrative reasons, we are not currently able to make the Allocation Process available to residents of other countries*]
- (3) not involved with or associated with the Allocation Process, including without limitation not being an employee, officer, director, or agent of IRONMAN or any of its parent companies, affiliated companies, subsidiaries, licensees, suppliers, printers, agencies, or of any company or organization associated with the Allocation Process;
- (4) not a shareholder of any company referenced in item (3) above that is not a publicly traded company;
- (5) not an immediate family member (as defined below) or a household member (as defined below) of any individual referenced in item (3) or (4) above;
- (6) not ineligible to compete in IRONMAN® or IRONMAN 70.3® events due to violation of any anti-doping rules or competition rules, or for any other reason; and
- (7) not a professional triathlete, and not planning to become a professional triathlete before November 2018.

Unless otherwise indicated above, the eligibility requirements are applicable with respect to the period between December 9, 2017 and January 22, 2018. “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.

## **2. I’m Eligible! How Can I Apply for the Allocation Process?**

NO PURCHASE IS REQUIRED TO BE INCLUDED IN THE ALLOCATION PROCESS.

Eligible individuals can be included in the Allocation Process in one of several ways:

**First Method:**

By registering, during the period from **12:00 A.M. Eastern Time (“ET”)** on **December 9, 2017** to **11:59:59 P.M. ET** on **January 14, 2018** (the “Application Period”), for any of the “full-distance” IRONMAN® triathlons globally (i.e., excluding any IRONMAN 70.3® triathlon), shown in list below, that are scheduled to occur during 2018 (each, an “Eligible 2018 Race”):

<b><u>Race*</u></b>	<b><u>Race Date**</u></b>
IRONMAN New Zealand	March 3, 2018
IRONMAN South Africa	April 15, 2018
IRONMAN Texas	April 28, 2018
IRONMAN Australia	May 6, 2018
IRONMAN Santa Rosa	May 13, 2018
IRONMAN Lanzarote	May 26, 2018
IRONMAN Brazil	May 27, 2018
IRONMAN Philippines	June 3, 2018
IRONMAN Boulder	June 10, 2018
IRONMAN Cairns	June 10, 2018
IRONMAN Austria	July 1, 2018
IRONMAN Norway	July 1, 2018
IRONMAN Frankfurt	July 8, 2018
IRONMAN UK	July 15, 2018
IRONMAN France	July 15, 2018
IRONMAN Lake Placid	July 22, 2018
IRONMAN Switzerland	July 29, 2018
IRONMAN Canada	July 29, 2018
IRONMAN Hamburg	July 29, 2018
IRONMAN Tallinn	August 4, 2018
IRONMAN Maastricht	August 5, 2018
IRONMAN Kalmar	August 18, 2018
IRONMAN Mont-Tremblant	August 19, 2018
IRONMAN Copenhagen	August 19, 2018
IRONMAN Vichy	August 26, 2018
IRONMAN Wisconsin	September 8, 2018
IRONMAN Wales	September 9, 2018
IRONMAN Gurye	September 9, 2018
IRONMAN Italy/Emilia Romagna	September 22, 2018
IRONMAN Maryland	September 28, 2018
IRONMAN Chattanooga	September 30, 2018
IRONMAN Barcelona	October 7, 2018
IRONMAN Taiwan	October 7, 2018
IRONMAN Louisville	October 14, 2018
IRONMAN Florida	November 3, 2018
IRONMAN Malaysia	November 17, 2018

IRONMAN Arizona	November 18, 2018
IRONMAN Cozumel	November 18, 2018
IRONMAN Western Australia	December 2, 2018
IRONMAN Mar del Plata	(Date in 2018 to be determined)

\* *Certain Eligible 2018 Races are owned and/or operated by IRONMAN or a subsidiary of IRONMAN. Certain other Eligible 2018 Races are independently owned and/or operated by an authorized third-party licensee of IRONMAN.*

\*\* *Dates shown above may be subject to change. See the Eligible 2018 Race's event-specific webpage to confirm race date and all other details regarding such Eligible 2018 Race, including the precise race location and race name.*

### **Second (Automatic) Method:**

You might already be included in the Allocation Process and not know it! If you had already registered, *at any time before the Application Period*, for any Eligible 2018 Race, then you are automatically included in the Allocation Process.

### **Third Method:**

You can also apply by mailing a post card (measuring 3.5" x 5") to "**2018 IRONMAN '40 for 40' Kona Entry Allocation -- Application**", **3407 West Dr. Martin Luther King Jr. Blvd., Suite 100, Tampa, Florida 33607**". **IMPORTANT:** The post card must be post-marked by January 14, 2018 (and in any event received by IRONMAN no later than January 21, 2018). The post card must include a legible statement of the applicant's full legal name, email address, telephone number, date of birth, and address of primary residence.

## **3. Can I Apply More than Once?**

Yes! Each applicant is limited to a maximum of three (3) total applications in the Allocation Process, regardless of which of the application methods above is used (and regardless of whether more than one application method is used).

*For example: If you had already registered for 2018 IRONMAN Malaysia, and, then, during the Application Period, you register for 2018 IRONMAN Texas and timely mail in an application post card, then you will be credited as having the maximum of three applications eligible for selection in the Allocation Process (subject to all other eligibility requirements, such as those in Section 1 of the Terms & Conditions).*

Any attempt by an individual applicant to obtain more than three (3) total applications, whether by using multiple/different e-mail addresses, identities, registrations or logins, mailing more than three post cards, or via any other methods, will void all of such applicant's applications and that applicant may be disqualified from further participation or from registering anew. Any use of automated, programmed, or similar entry methods or agents will void all applications by the applicant who employs, or causes to be employed, such methods. Application materials/data that have been tampered with or altered are void. Once submitted, applications become the sole property of IRONMAN or its designee and such applications will not be acknowledged or returned.

IRONMAN's computer is the official timekeeping device for this Allocation Process.

#### 4. **When and How are Applicants Selected?**

On or about January 22, 2018, IRONMAN will randomly choose forty (40) applications from among all eligible applications. Each application, regardless of which application method is used, has an equal chance (as compared to any other application) of being chosen.

As used herein, “Selected Athlete” means each person whose application was randomly chosen by IRONMAN.

Once a Selected Athlete’s application is chosen, all other applications by that person will be disqualified from the Allocation Process (this is done merely to eliminate the unlikely situation where a Selected Athlete has more than one of his/her applications chosen).

Each Selected Athlete will be notified by email at the email address provided by such applicant.

The odds of an applicant being randomly selected in the Allocation Process depend on the total number of eligible applications, which will not be known until after the Application Period.

If you’re the curious type, and would like to know who the Selected Athletes are, please send a self-addressed, stamped envelope, making a request to receive such information, to: “**2018 IRONMAN ‘40 for 40’ Recipient List Request**”, c/o World Triathlon Corporation, 3407 West Dr. Martin Luther King Jr. Boulevard, Suite 100, Tampa, Florida 33607”. Such requests must be received by June 1, 2018.

#### 5. **I’m a Selected Athlete! What Else Should I Know?**

If you’re a Selected Athlete – congratulations! Please note the following:

Must be Fully Paid Up on All Eligible 2018 Races. If you are a Selected Athlete and registered for any Eligible 2018 Race under a deferred payment installment plan, you must pay in full for the entirety of the entry fees for all such Eligible 2018 Race entries (i.e., payment in advance for all previously deferred installment payments) before receiving the right to purchase a Kona Slot or register for Kona.

Athlete Registration & Kona Slot Purchase.

- Subject to the Terms & Conditions, each Selected Athlete will be offered the opportunity to purchase one Kona Slot (i.e., to compete as an age-group athlete in the 2018 IRONMAN® World Championship triathlon in Kailua-Kona). The purchase price is \$950 USD.
- Online registration for Kona and payment of the Kona Slot purchase price (together with payment of all deferred entry fee amounts for any Eligible 2018 Race, if applicable) must be completed **no later than April 1, 2018**, or else the opportunity to purchase the Kona Slot will be forfeited. Payment for the Kona Slot is non-refundable.
- As part of the Kona registration process, the Selected Athlete will be required to provide additional information, and agree to certain terms and conditions related to participation in the 2018 IRONMAN® World Championship (e.g., agreement to the standard athlete liability,

release, consent, waiver, and indemnification form), in each case to the same extent generally required of all Kona participants.

- The opportunity to purchase a Kona Slot, and the Kona Slot itself, are non-transferable and not redeemable for any cash or other value. The Kona Slot cannot be deferred for use in any later year.

#### Responsibility for Costs and Taxes

The Selected Athlete is responsible for arranging all travel, transportation, accommodations, equipment, shipping, supplies, training, related to the Selected Athlete's trip to, participation in, and presence at, Kona. The Selected Athlete is responsible for all costs, fees, and expenses (INCLUDING WITHOUT LIMITATION ALL TAXES, IF ANY) related to any of the foregoing, or otherwise related to receipt of the opportunity to purchase a Kona Slot, or to purchase of the Kona Slot itself.

#### Eligible 2018 Races that Occur Near Kona's Race Date

If you are a Selected Athlete, but any of your Eligible 2018 Races is IRONMAN Italy, IRONMAN Maryland, IRONMAN Chattanooga, IRONMAN Barcelona, IRONMAN Taiwan, IRONMAN Louisville, or IRONMAN Florida, then you will be permitted to defer (at no charge) your race entry for such Eligible 2018 Race to instead apply to the same race in 2019.

#### If You Otherwise Qualify for Kona

If a Selected Athlete qualifies (whether before or after being notified of being a Selected Athlete) for a Kona Slot (i.e., for 2018) by virtue of being a top finisher in his/her age group, then the Selected Athlete will be entitled to only one of the two available Kona slots otherwise available to him/her, and will be required to pay for only one such Kona slot. IRONMAN has discretion to decide which of the two Kona slots will be deemed to be Kona Slot used by the Selected Athlete.

## **6. I Have My Kona Slot! Is there a "Validation" Requirement?**

Yes! As a condition of participating in Kona using the Kona Slot, each Selected Athlete must first complete, on a single day between August 26, 2017 and August 20, 2018 (the "Validation Period"), a mass-participation (minimum of 150 participants) triathlon consisting of, at a minimum, a 1.2-mile swim, a 56-mile bike ride, and a 13.1-mile run (a "Validation Race"). The "validation" requirement, detailed below, is to help prepare the athlete for participating in Kona.

The Validation Race must be completed within the applicable maximum race cut-off time, and otherwise in accordance with all rules applicable to the Validation Race.

The Validation Race is not required to be an IRONMAN-affiliated triathlon. An Eligible 2018 Race may, but is not required to, serve as the Validation Race (provided that the Eligible 2018 Race takes place during the Validation Period).

## **7. Other Important Legal Provisions:**

- **Grant of Rights of Publicity:** Except where prohibited by law, participation in the Allocation Process constitutes applicant's consent for IRONMAN and IRONMAN's designees to use applicant's name, voice, likeness, statements, photographs, audiovisual recordings, opinions, biographical information, and state of residence for purpose of advertising the Allocation Process, any promotion by IRONMAN, any event owned or licensed by IRONMAN, 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, and with or without attribution.
- **General Provisions:** The Allocation Process is subject to all applicable federal, state, and local laws and regulations. By participating in the Allocation Process, applicant represents and warrants that he/she has read and understood, and fully and unconditionally agrees to and accepts, the Terms & Conditions and that the decisions of IRONMAN are final and binding in all matters related to the Allocation Process. Being a Selected Athlete, and receiving the right to purchase a Kona Slot, is contingent upon fulfilling all requirements set forth herein. In the event that the operation, security, or administration of the Allocation Process 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: (1) suspend or modify the Allocation Process to address the impairment and resume the Allocation Process in a manner that best conforms to the spirit of the Terms & Conditions; and/or (2) randomly allocate the Kona Entry purchase rights among all eligible applications received up to the time of the impairment. IRONMAN reserves the right in its sole discretion to disqualify any individual IRONMAN finds or believes to be tampering with the application process or the operation of the Allocation Process or to be acting in violation of the Terms & Conditions, or otherwise in any improper manner. Any attempt by any person to undermine the legitimate operation of the Allocation Process 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 the Terms & Conditions will not constitute a waiver thereof.
- **Release of Liability; Indemnification:** Except where prohibited, by participating in the Allocation Process, applicants agree to release, indemnify, defend, and hold harmless IRONMAN 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 (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 Allocation Process or receipt or use or misuse of any Kona Slot, including, but not limited to: (1) unauthorized intervention in the Allocation Process or any violation by the applicant of the Terms & Conditions; (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 Allocation Process or the processing of applications; (5) any late, lost, or undeliverable application; 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 applicant's participation in the Allocation Process or receipt or use or misuse of any part of any Kona Slot by any person.
- **Limitations of Liability:** Applicant agrees that in any cause of action, the Released Parties' collective and aggregate liability for any and all claims, judgments, and awards will be limited to the reasonable out-of-pocket expenses actually paid for by the applicant that are directly related to participating in this Allocation Process (which, for the avoidance of doubt, excludes, for example, telephone expenses and Internet access), and in no event will any of the Released

Parties be liable for attorneys' fees or any costs related to the Selected Athlete's (or his/her families') travel to or at, lodging at, or participation or attendance at, Kona.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE APPLICANT 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 APPLICANT 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.

APPLICANT AGREES 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 ALLOCATION PROCESS, ANY KONA SLOT, OR ANY RACE OR EVENT.

- **Choice of Forum; Governing Law:** Applicant agrees that any and all disputes, claims, and causes of action arising out of or connected with this Allocation Process or the Terms & Conditions will 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 (USA). All issues and questions concerning or arising from the Terms & Conditions, the Allocation Process, or any Kona Slot (including without limitation the construction, validity, interpretation, or enforceability of the Terms & Conditions, or the rights and obligations of the applicant and IRONMAN in connection with the Allocation Process) will be exclusively governed by, and construed in accordance with, the laws of the State of Florida (USA), without giving effect to any choice-of-law or conflict-of-law rules or principles that would result in the application of the laws of any other jurisdiction.

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