

NIKE DESIGN WITH GRIND CHALLENGE TERMS OF PARTICIPATION

Congratulations on your selection as a Semi-Finalist in the Nike Design with Grind Challenge (the “Competition”) offered by NIKE, Inc. (“Nike”)! We look forward to sharing with you a Nike Grind materials kit to aid in the development of your prototype.

Before we do, please review these Terms of Participation (“Terms”) carefully because they govern your ongoing participation in the Competition as a Finalist and, if applicable, as an Awardee or Winner. Also, please note that, unless we define a term in these Terms, all capitalized terms used in these Terms have the same meanings as in our Official Rules which are incorporated herein by reference.

1. Agreement to Terms. By continuing to participate in the Competition and signing below, you agree to be bound by these Terms. If you don’t agree to be bound by these Terms you will not be able to continue to participate in the Competition. If you are participating in the Competition on behalf of a company (such as your employer) or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms. In that case, “you” and “your” will refer to that company or other legal entity. If you are participating in the Competition as part of a group, other than a legal entity or company, each member of your group must agree to these Terms for your group to continue to participate in the Competition.

2. Confirmation of Official Rules. By agreeing to these Terms, you acknowledge and agree that you have reviewed and read the Official Rules, and hereby confirm your acceptance of the Official Rules. You represent and warrant that you are eligible to participate in the Competition and to receive any prizes awarded in connection with the Competition, in accordance with the criteria set forth in the Official Rules.

3. Confidentiality. For purposes of these Terms, “Confidential Information” means and includes any information, materials or knowledge regarding Nike and its business, financial condition, products, customers, suppliers, technology or research and development that is disclosed to you or to which you have access in connection with the Competition. Confidential Information does not include any information that has become public through no fault of yours. At all times, both during your participation in the Competition and after its termination, you agree to hold all Confidential Information in strict confidence, not to use it in any way, commercially or otherwise, except in connection with your participation in the Competition, and not to disclose it to others without prior written consent of Nike.

4. Exclusive Evaluation Period.

(a) Finalists. If you are selected as a Finalist by Nike, in accordance with the Official Rules, from the date you execute these Terms until the date Nike publicly announces the winner of the Competition (the “Exclusive Evaluation Period”) (i) you agree to and hereby grant Nike the right to further evaluate the innovation of your Entry and proof of concept, (ii) you will not enter into discussions with a third party regarding, or grant any rights to a third party, with respect to the innovation of your Entry or proof of concept, or products based on your Entry or Prototype, including for development or commercialization, and (iii) you will not publicly announce, communicate or disclose that you have been selected as a Finalist in the Competition.

(b) Awardees/Winner. If you are selected as either an Awardee or the Winner of the Competition by Nike, in its sole discretion and in accordance with the Official Rules, and in consideration for the cash award set forth in the Official Rules, your Exclusive Evaluation Period is extended for an additional four (4) months starting from the date Nike publicly announces the winner of the Competition.

5. Publicity. You will not have any right to use the names, logos, trademarks, trade names or other marks of Nike or any of its affiliates, including in connection with any advertising, sales, promotions, press release and other publicity matters unless each use is approved in advance in writing by Nike.

6. Use of Name & Likeness. You hereby authorize Nike to use, reuse, and to grant others the right to use and reuse, your name, photograph, likeness (including caricature), voice, and biographical information, and any reproduction or simulation thereof, in any form of media or technology now known or hereafter developed, both during and after the conclusion of the Competition, for any purposes related to the Competition, a resulting product, or a future competition.

7. General. These Terms will be governed by and construed in accordance with the laws of the State of Oregon, without regard to or application of conflict of laws, rules or principles. These Terms, including the Official Rules incorporated herein by reference, contain the complete and exclusive understanding and agreement between you and Nike regarding the Competition, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Nike and you regarding the Competition. If any provision of these Terms are held to be unenforceable or invalid, that provision will be enforced to the maximum extent possible, and the other provisions will remain in full force and effect. You may not assign or transfer these Terms, by operation of law or otherwise, without Nike's prior written consent.

IN WITNESS WHEREOF, I have read and agree to be bound by the Terms of Participation set forth above and have entered into these Terms of Participation as of the date set forth below.

ENTRANT

Company Name:

Signature:

Name:

Company Title:

Date:

Preferred Address (for receiving a Nike Grind materials kit):