

OFFICIAL RULES

The Merrell x NRPA Changing Nature of Work Award PRESENTED BY the National Recreation and Park Association (NRPA) in partnership with Merrell

This is the first award presented by Merrell® in partnership with the NRPA. Merrell exists to share the simple power of being outside with everyone. Our work together helps to rectify systematic injustices and increase equitable access to the outdoors for everyone so all people can thrive. Our efforts focus on building awareness of disparities and advocating for more resilient park and recreation systems, bolstering the essential role of park and recreation professionals, and redefining the narrative of the “outdoors”.

The following are the Official Rules (the “Rules”) governing **the Merrell x NRPA Changing Nature of Work Award presented by the National Recreation and Park Association (NRPA)**

SUBMISSION OF AN ENTRY OR ACCEPTANCE OF the Merrell x NRPA Changing Nature of Work Award CONSTITUTES FULL AND UNCONDITIONAL AGREEMENT TO AND ACCEPTANCE OF THESE RULES.

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR TO WIN.

ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS APPLY the Merrell x NRPA Changing Nature of Work Award IS VOID WHERE OTHERWISE PROHIBITED BY LAW.

1. **SPONSOR:** The sponsor of the Merrell x NRPA Changing Nature of Work Award is NRPA, 22377 Belmont Ridge Road, Ashburn, VA 20148 (the “**Sponsor**”).

2. **ELIGIBILITY:** The Merrell x NRPA Changing Nature of Work Award is open only to individuals and teams of no more than four individuals, who are (a) citizens or legal residents of the United States, (b) eighteen (18) years of age or older, (c) not a trustee, director, officer, shareholder, employee, contractor, agent, representative, or affiliate of Merrell, Sponsor, and selection committee or the spouse/domestic partner, parent, sibling, child, or grandchild of any of the foregoing, (d) affiliated with a local park and recreation agency (e.g., employee, advocate, board member, etc.), and (e) the individual or agency he/she is affiliated with must be an NRPA member. Each individual, each team, and each individual member of a team, is referred to as a “**Nominee**” in these Rules.

Nominees who are determined at any time to have violated the eligibility criteria will be disqualified from The Changing Nature of Work - NRPA Innovation Award.

3. **The Merrell x NRPA Changing Nature of Work Award:** the Merrell x NRPA Changing Nature of Work Award recognizes an individual, or team, that has responded to nature’s disaster with a spirit of teamwork, community, and perseverance to clean up, rebuild their park for usable enjoyment and to support and advance resilience and well-being for their community. The Merrell-NRPA Award will open submissions on **Tuesday, September 20, 2022** and will close to submissions on **Friday, October 21, 2022** (see Section 5 below). Entries will be evaluated based on the judging criteria set forth in Section 10 below. Based on this review, a maximum of one (1) Nominee (individual or team) may be selected as the winner. No award will be made if the judges determine that none of the Nominees are sufficiently meritorious applying the judging criteria set forth in Rule 10 below.

Entry into the Merrell x NRPA Changing Nature of Work Award does not constitute entry into any other program or promotion that may be offered by the Sponsor or Merrell.

4. **PRIZE:** A maximum of one (1) Nominee (individual or team of four individuals) will be sponsored with Merrell gear for one year (up to \$2500) and will receive **\$10,000** toward the advancement of a project or effort. They will have an opportunity to be recognized nationally both at the annual NRPA Conference and at the Merrell Global Brand Conference. In the event a team of individuals is selected, the prize will be divided equally between the two team members. No award will be made if the judges determine that none of the Nominees are sufficiently meritorious applying the entries satisfying the judging criteria set forth in Rule 10 below. It is anticipated that Prize, if awarded, will be distributed within ninety days of the announcement of the winner.

Each winner may be required to execute an Affidavit of Eligibility and Release as a condition to receiving a Prize. If a winner fails or refuses to sign and return the Affidavit of Eligibility and Release within five days of the Sponsor's and/or Merrell's request (or a shorter time as exigencies may require), the winner may be disqualified and an alternate winner may be selected. No more than the advertised number of prizes will be awarded. Prize will be delivered only to an address in the United States. THE WINNER IS RESPONSIBLE FOR REPORTING AND PAYING ANY INCOME TAXES OR OTHER TAXES THAT MAY APPLY TO ACCEPTING A PRIZE; THE SPONSOR IS NOT RESPONSIBLE FOR AND WILL NOT PAY ANY SUCH TAXES, BUT WILL DELIVER A FORM 1099 TO THE WINNER AND REPORT THE WINNINGS TO THE IRS.

5. **HOW TO ENTER:** The entry period for the Merrell x NRPA Changing Nature of Work Award will begin at **9:00AM Pacific Time on Tuesday, September 20, 2022**. Entries will be accepted through **11:59PM Pacific Time on Friday, October 21, 2022** (the "Entry Period").

The Sponsor reserves the right, in addition to those other rights reserved herein, to modify any dates or deadlines set forth in these Rules or otherwise governing The Changing Nature of Work - NRPA Innovation Award.

Entries must include the materials described at <https://www.nrpa.org/our-work/awards/merrell-changing-nature-of-work-award/>, and must be received during the Entry Period. Individuals may be nominated by others or self-nominate. The Sponsor is not responsible for entries that are late, lost, stolen, misdirected or non-deliverable due to any reason whatsoever, including, without limitation, online communication malfunction or failure, computer or computer program malfunction or failure or human error that may occur in the processing of entries to this The Changing Nature of Work - NRPA Innovation Award.

Unlawful, plagiarized, third-party intellectual property infringing, unintelligible, illegible, obscene, indecent or incomplete entries will be disqualified in the Sponsor's sole discretion. The Sponsor reserves the right to scrutinize all new entries for these requirements at any time during or after the Merrell x NRPA Changing Nature of Work Award process.

The Sponsor reserves the right in its sole discretion to disqualify any Nominee if the Nominee or individual or organization submitting a nomination ("**Nominator**") is found to be tampering with the entry process or the operation of The Changing Nature of Work - NRPA Innovation Award, to be acting in violation of these Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent

to disrupt or undermine the legitimate operation of the Merrell-NRPA Award, or to annoy, abuse, threaten, or harass any other person.

Except as otherwise stated in these Rules, personal information collected in connection with the Award will be used in accordance with Sponsor's privacy policy and with any additional consent given by Nominator or Winner at the time of entry.

6. REPRESENTATIONS AND WARRANTIES: Each Nominator, by submitting an entry, and Winner, by accepting the prize, represents, warrants, and agrees that the entry (a) contains accurate information and (b) is being submitted with the knowledge and permission of the Nominee named in the entry. All facts are subject to verification at any time. Nominator and Nominee agree to cooperate with any verification requests. Failure to cooperate may result in disqualification.

7. INDEMNIFICATION: Each Nominator, by submitting an entry, and Winner, by accepting the prize, agrees to indemnify, defend, and hold harmless the Sponsor, Merrell, and each of their respective directors, trustees, officers, employees, agents, consultants, and successors and assigns, from and against all third party claims, actions, or proceedings of any kind and from any and all damages, liabilities, costs, and expenses relating to or arising from the entry or any breach or alleged breach of any of the representations, warranties, and covenants of Nominator or Winner.

8. LICENSE: By participating in the Merrell x NRPA Changing Nature of Work Award program as a Nominator or Winner, each Nominator and Winner hereby irrevocably grants the Sponsor a non-exclusive, royalty free, sub-licensable, worldwide, license and right to use the entry to the extent necessary to administer The Changing Nature of Work - NRPA Innovation Award.

9. PUBLICITY RELEASE: By participating in The Changing Nature of Work - NRPA Innovation Award, in addition to any other rights granted herein or which may be granted in any other agreement entered into between the Sponsor and/or Merrell, on the one hand, and any Nominator or Winner, on the other hand, each Nominator and Winner, to the extent allowed by applicable law, hereby irrevocably (a) grant to each of the Sponsor and Merrell the right to use such Nominator's and Winner's name, likeness, image, and biographical information in any and all media for any purpose, including, without limitation, advertising and promotional purposes relating to the Merrell x NRPA Changing Nature of Work Award and (b) releases Sponsor and Merrell from any liability with respect thereto.

10. WINNER SELECTION/JUDGING CRITERIA: A panel of judges chosen by the Sponsor (collectively, the "Judges") will select winning entries from all eligible entries based on the following judging criteria: The criteria for selecting a recipient for the Merrell x NRPA Changing Nature of Work Award include the following:

- Nominee's work aligns with Merrell's purpose for sharing the simple power of being outside with everyone.
- Nominee's will have rebuilt, restored, or protected an outdoor space negatively affected by natural disaster (such as flooding, hurricanes, fire, drought, tornado, etc). Innovation and improved access for more people are bonus.
 - Examples include:

- Agencies/teams that demonstrated teamwork and perseverance in response to severe environmental impact.
 - Agencies / teams who enhance personal safety in areas surrounding parks, playgrounds, or trails pre or post environmental impact (Built tornado shelters, added lighting, constructed retaining walls, impervious surface, emergency utilities, green infrastructure, other elements to address natural disasters, climate change and emergency situations)
- Nominee prioritizes community, fun, and equity in the way they go about their work.
 - Nominee’s work has been implemented over the last one year from the nomination deadline.

The judging criteria are to be applied in the sole discretion of the Judges. By participating the Merrell x NRPA Changing Nature of Work Award, each Nominator and Nominee the Merrell x NRPA Changing Nature of Work Award acknowledges and agrees to be bound by and not challenge the final decision of the Judges.

11. NOTICE TO WINNER: Attempts to notify potential winners will be made using the contact information provided by the Nominator. The Sponsor is not responsible for e-mail or other communication problems of any kind. If, despite reasonable efforts, a potential winner does not respond within five days of the first notification attempt (or a shorter time as exigencies may require), or if the Prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit the Prize and an alternate winner may be selected in the sole discretion of the Sponsor. If any potential prize winner is found to be ineligible, or the Nominator or Nominee in question has not complied with these Rules or declines the applicable Prize for any reason prior to award, such potential prize winner will be disqualified and an alternate winner may be selected.

12. GENERAL LIABILITY RELEASE: Each Nominator and Winner agrees that the Sponsor and Merrell (a) shall not be responsible or liable for any losses, damages, or injuries of any kind (including death) resulting from participation in the Merrell x NRPA Changing Nature of Work Award or any Merrell-NRPA Award-related activity, or from Winner's acceptance, receipt, possession, use, or misuse of any Prize, and (b) have not made any warranty, representation, or guarantee, express or implied, in fact or in law, with respect to any Prize, including, without limitation, regarding such prize's merchantability or fitness for a particular purpose. The Sponsor assumes no responsibility for any damage to a Nominator’s computer system which is occasioned by accessing the Sponsor’s website or participating in the Merrell x NRPA Changing Nature of Work Award, or for any computer system, phone line, hardware, software, or program malfunctions, or other errors, failures, delayed computer transmissions, or network connections that are human or technical in nature.

13. FORCE MAJEURE: In the event an insufficient number of eligible entries is received or the Sponsor is prevented from awarding a Prize or continuing with the Merrell x NRPA Changing Nature of Work Award as contemplated herein by any event beyond its control, including, without limitation, fire, flood, natural or man-made epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within the Sponsor’s control (“**Force**

Majeure”), the Sponsor shall have the right to modify, suspend, or terminate the Merrell x NRPA Changing Nature of Work Award. If the Merrell-NRPA Award is terminated for Force Majeure before expiration of the Entry Period, the Sponsor will (if reasonably possible) select a winner from all eligible, non-suspect entries received as of the date of the event giving rise to the termination.

14. **MODIFICATION OF THE RULES:** These Rules cannot be modified or amended in any way except in writing by Sponsor. The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

15. **GOVERNING LAW/JURISDICTION:** ALL ISSUES AND QUESTIONS RELATING HERETO SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW JERSEY WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAWS RULES OR PROVISIONS. ANY LEGAL CLAIMS ARISING FROM OR RELATING TO the Merrell x NRPA Changing Nature of Work Award OR THESE OFFICIAL RULES MUST BE BROUGHT IN THE FEDERAL OR STATE COURTS LOCATED IN MIDDLESEX COUNTY, NEW JERSEY, AND EACH ENTRANT HEREBY CONSENTS AND WAIVES ANY OBJECTION TO THE JURISDICTION OF SUCH COURTS FOR SUCH DISPUTES.

16. **WINNER LIST:** The name of the Winner will be posted on the Sponsor’s website on approximately November 28, 2022 for a 12-month period.