## NIKE AFTER DARK TOUR LONDON - RULES

These are the rules ("Rules") which apply to the NIKE After Dark Tour London event (the "Event").

## If you wish to take part in the Event, please read the Rules below carefully. You must agree to these Rules to register for the Event. NIKE's decisions are final and binding in all matters related to the Event. OVERVIEW

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WHAT IS THE EVENT?	The Event will consist of 10K races (grouped by pace and ability) (" <b>10K Race</b> "), an optional 1K prologue qualifier (" <b>1K Qualifier</b> "), an Expotique, and a post-race concert.
	The Event will take place at Excel London, Royal Victoria Dock, 1 Western Gateway, London E16 1XL (" <b>Venue</b> ") on 23 November 2025 between 14:00 and 22:00 (" <b>Event Date</b> ").
WHO IS ELIGIBLE?	The Event is open to individuals:
	<ul> <li>who are NIKE members (if Participant is not a member of NIKE, they can register by visiting <u>www.nike.com</u> and registration is free);</li> </ul>
	(ii) who are, or will be, over 18 years old on the Event Date;
	(iii) who identify as a woman; and
	(iv) who are residents of the United Kingdom,
	(each a "Participant", and together, the "Participants"). All the above requirements must be met to be eligible to enter the Event.
WHEN CAN I ENTER?	Applications for participation in the Event will be open from 17 <sup>th</sup> July 2025 at 09:00 AM BST until full capacity is reached (max. 5,000 participants) ("Entry Period")
HOW DO I ENTER?	To enter to participate in the Event, during the Entry Period, Participants must:
	(i) sign up via this link: <u>https://afterdarktour.nike.com/en/london</u> ("Event Registration") and include details on Participant age, gender, any disability information, and emergency contact information;
	(ii) agree to these Rules; and
	(iii) complete the payment for the Event ticket in the amount of £35 (thirty-five Pounds) available on the Event Registration link (" <b>Ticket</b> ").
	All the steps specified above must be completed to enter this Event (the "Entry").
	Any Participant seeking support and/or assistance at the Event in respect of a disability must disclose this in the Event Registration (by selecting 'Yes' to the relevant question on Adaptive Athlete Programme). Any such Participant will be contacted by Customer Service to discuss their requirements ahead of the Event Date.
	Adaptive Participants are welcome and every reasonable measure will be taken by NIKE to accommodate their specific needs (provided these are disclosed in accordance with the above Rule).
HOW WILL PARTICIPANTS BE SELECTED?	During the Entry Period, 5,000 eligible Participants will be selected as winners on a first-come, first-serve basis from among those who have entered the Event in accordance with these Rules (the "Winners").
	If any selected Participants cannot verify their eligibility or have broken any of the Rules, NIKE may choose another Participant in their place.
WHAT WILL I RECEIVE?	Each Winner will receive the following:
	<ul> <li>a place for themselves at the Event, and a QR code Event Ticket (which will be sent with a booking confirmation email);</li> </ul>
	<ul> <li>(ii) an official participant race bib (which displays the Winner's Event race number), which will be available for collection from a location in London to be specified by NIKE in writing before the Event ("Prize Collection Location") prior to the Event ("Race Bib");</li> </ul>
	(iii) a pre-race pack (with an approximate retail value of £50), which will be available for collection from the Prize Collection Location prior to the Event (" <b>Pack</b> "),
	(the " <b>Prize</b> ").
	In order to receive the Race Bib and Pack, the Winner must show their Ticket and photo ID (which reflects the name that was used on the Event Registration) at the Prize Collection Location on the 22 November 2025. Winners must collect their own Race Bib and Pack. It will not be possible for Winners to collect their Race Bib and Pack at the Event: it must be collected in person on the 22 November 2025 at the Prize Collection Location.
	In accordance with the Conditions below, Tickets and Race Bibs are non-transferable and cannot be exchanged or sold. The sale and/or transfer of Tickets to enter the Event and/or of Race Bibs is strictly prohibited and will result in Event disqualification and/or a ban from future NIKE events for the Participant and other parties involved.

	Photos and/or videos may be taken of the Winners during the Event. In accordance with Condition 13 below, by accepting these Rules, the Winners agree that NIKE may photograph and/or film the Winners during their attendance at and/or participation in the Event and related activities and may use their image, including for promotional, commercial and internal NIKE purposes.
	The Winner is responsible for any and all other costs and expenses not listed above. The Winner's participation in any or all activities for the Prize is voluntary. If the Winner elects not to participate in any or all designated activities for the Prize, the Winner will not be afforded any compensation.
EVENT RULES	The Race Bib (including the Winner's Event race number) must be fully visible at all times during the Event and worn on the front of the Winner's torso on your outermost garment.
	Winners cannot switch out of the race they are allocated, either for the 1K Qualifier or the 10K Race. The Winner acknowledges they have been designed specifically for different paces and abilities.
	Winners are responsible for arriving at the start times assigned to them, based on their best pace, and entering at the designated start funnel entry points before their closing times. This relates to the 1K Qualifier and the 10K Race. Once a race start is closed for entry, late-arriving Winners must report to the next open race.
	All Winners must be behind the starting line at the start of the race and must follow the instructions of the race starter. Winners must remain within the designated course boundaries at all times. The course will be marked with barriers, traffic cones, signs, and other indicators. Winners are responsible for their recognition and understanding of Event signage and symbols relating to maps, facilities, and directions. Winners are required to observe and follow all Event signage, symbols, and directions related to the course and facilities, and must comply with the instructions of course marshals and Event officials. Failure to do so may result in disqualification from the Event.
	Baby strollers, joggers, skateboards, rollerblades, bicycles, motorised devices, and any other wheeled vehicles or devices are not permitted on the Race course (unless otherwise agreed by NIKE).
	Official finishing times for all Winners, except for overall winner of the race (" <b>Race Winner</b> ") are based on chip time and/or net time, the time from when the Winner crosses the start line until they cross the finish line, having completed the required number of laps.
	The overall Race Winner is the first runner to complete the entire course and cross the finish line. The overall Race Winner's time is based on gun time or the total time to run from the start to the finish, having completed the required number of laps. This also applies to the Winners in second and third place in each of the three 10K Races.
	The use of video devices, computers, drones, unmanned aerial devices, or any similar devices are not permitted on, or near, the race course at the Venue.
	Winners must follow instructions as given from all Event officials including staff, volunteers, medical personnel, fire and police officials, security officers and venue officials throughout the duration of the Event. If, in the sole opinion of authorised personnel, it is in the best interests of the Winner's health and/or welfare, such personnel may request a Winner is removed from the Event.
	All Winners are expected to behave in a professional and courteous manner during the Event. Any participant who engages in unprofessional or unsportsmanlike conduct, or who displays offensive behaviour or language toward Event officials, Event staff, or volunteers, may be disqualified. This includes, but is not limited to, providing false or misleading information on the Event Registration, or any conduct that, in the sole discretion of NIKE, is deemed unethical, unfair, abusive, offensive, harassing, disrespectful, harmful, or illegal. Examples of prohibited conduct include, but are not limited to, alcohol consumption, public urination or defecation (except in designated restroom facilities), and obstruction of other Winners or the course, unless specifically permitted by the Event.
	Any Winner who receives unauthorised assistance at the Event may be disqualified. This includes any Winner who permits an unregistered runner to run with them for any part of the Event.
	Winners who are disqualified from the Event will be removed from official Event race results and may be barred from future NIKE events. NIKE reserves the right to reject any Entry and/or to disqualify and/or bar any individual from any NIKE event. This rejection/disqualification may be based on, but is not limited to, the violation of these Rules.

## CONDITIONS

- 1 Nike Retail B.V. ("NIKE") or another member of the "NIKE Group" (meaning Nike Inc., NIKE, its subsidiaries, any company or entity to which NIKE or any of its subsidiaries licenses rights or provides services to, and/or any company which is, in relation to any such company, its parent undertaking or subsidiary) is the organiser of the Event. In consideration of the opportunity to submit an Entry to the Event and, if applicable, to take part in the Event or a Prize, the Participant (or the Participant's parent or guardian on Participant's behalf if under 18) agrees to the terms and conditions set out in these Rules. The Participant agrees that if it brings any guests to the Event or the Prize, the Participant shall procure such guest's compliance with these Conditions to the extent applicable. The Participant is required to assume all risks of taking part by agreeing to these Rules.
- 2 Only one Entry per person is permitted. NIKE reserves the right to suspend, cancel or amend the Event, the Prize and/or any of these Rules without prior notice if it cannot be operated, conducted or completed as planned and/or due to events or circumstances arising beyond NIKE's control, or otherwise where fraud, abuse, and/or an error (human or computer) affects or could affect the proper operation of the Event. NIKE will always endeavour to minimise the effect to the Participant in

order to avoid disappointment. Winners (and their guests, where relevant) may be required to: (a) provide identification; (b) sign a Declaration and Release; and/or (c) sign an Image Release Form, in order to claim their Prize and take part in the Event. In the event of an altered Event Date or cancellation of the Event, NIKE will not be responsible for any costs incurred by a Winner (including, but not limited to, travel and accommodation) or any other expenses. NIKE will not have any liability or responsibility to the Winner in such cases.

- 3 NIKE does not accept responsibility for (i) late, lost or incomplete entries, or network, computer, hardware or software failures of any kind, which may restrict or delay the sending or receipt of an Entry; (ii) any postponement, delay, or cancellation of the Event; (iii) any loss, changes to, postponement of, or availability of the Prize or the Event; and (iv) any act or default of any third party supplier which is outside NIKE's reasonable control.
- 4 NIKE has made no representation to the Participant as to the suitability, condition or safety of the Event or Prize or Venue and the Participant acknowledges that taking part may involve risks and dangers of accidents, personal and bodily injury and property loss or damage. These may result from the Participant's own actions or inactions, as well as the actions or inactions of others, the rules of play, and the condition of the facilities and equipment. Further, there may be other risks not known to NIKE or the Participant and not reasonably foreseeable at this time. The Participant acknowledges that it has considered the nature and extent of the risks involved, inspected and satisfied itself with the facilities and equipment and it voluntarily chooses to assume all risks involved in the the Event, both known and unknown.
- 5 To the maximum extent permitted under applicable law, NIKE will not be liable to the Participant (or their guests, where relevant) for any loss, damage, injury or disappointment suffered by any Participant resulting from entering or taking part in, or attending, the Event. The Participant, for itself and on behalf of its heirs, executors, administrators, estate, insurers, successors and assigns, hereby fully and forever releases and discharges NIKE and its parent companies, affiliates and subsidiaries their respective officers, directors, shareholders, employees, agents, representatives, contractors, successors, assigns, and Event sponsors, organisers, advertisers, volunteers, and staff, and all owners or lessors of premises used in connection with the Event (collectively the "Released Parties") from and against any and all liability, claims, causes of action, costs, losses, damages or proceedings whatsoever arising out of or in connection with the Participant's participant's participation in, or attendance at, the Event (save for the Participant's death or personal injury resulting from the negligence of the Released Parties, to the extent such cannot be excluded by applicable law).
- 6 To the maximum extent permitted by applicable law, the Participant irrevocably and unconditionally agrees to hold harmless and indemnify the Released Parties from and against any losses, claims, costs, damages or expenses (including reasonable legal fees) arising in connection with any accident, loss or damage arising from the Participant's attendance at, and/or participation in, the Event.
- 7 The Participant acknowledges and agrees that if the Participant does not give correct details, makes an entry on someone else's behalf or submits more than one Entry per person, the Participant will be disqualified at NIKE's discretion. Entries from agents, third parties, organised group entries, bulk entries or entries automatically generated by a computer will not be accepted. NIKE has sole discretion to determine whether an Entry is eligible. NIKE reserves the right to disqualify the Participant where it suspects there has been a breach of these Rules, where the Participant has gained unfair advantage or used fraudulent means or where the Participant might, in the reasonable opinion of NIKE, bring the NIKE brand into disrepute.
- 8 Any Prize and/or Event details that are not specified will be determined by NIKE in its sole discretion and may be subject to change. The Prize and Ticket are not transferable and must be accepted as awarded or purchased. No cash or other substitution may be made for the Prize, except by NIKE, who reserves the right to substitute the Prize with another prize of equal or greater value if the Prize is not available for any reason. The Prize and Ticket are non-refundable. As Participant is purchasing the Ticket for an event on a specified date, Participant acknowledges they are not eligible to receive the 14-day statutory right to cancel. Prizes will be reported as income to a Winner and the Winner is responsible for taxes, if any, associated with the receipt of the Prize.
- 9 NIKE makes no representation in relation to the suitability, condition, or safety of the Prize or the Event. Participant acknowledges that participation in the Event and/or the Prize may involve risks and dangers of accidents, personal and bodily injury and property loss or damage. Participant confirms they are in good health and have no medical or health condition that could endanger or limit their ability whilst participating in the Event and/or the Prize or, if the Participant does have any such medical or health conditions, the Participant undertakes to disclose them in writing to NIKE prior to participating in the Prize or the Event so that NIKE can determine whether (at its sole discretion) the Participant may participate. Participant understands and has considered and evaluated the nature, scope and extent of the risks involved, and voluntarily and freely chooses to assume these risks. NIKE does not provide any insurance, whether life or medical or liability, for any illness, accident, injury, loss or damage that may arise in connection with the Participant's participation in the Prize or the Event. The Participant acknowledges that if it wants insurance of any kind, it must obtain its own.
- 10 The Participant consents to treatment from the Prize or Event medical personnel provider, or any doctor or hospital, in the event of an emergency or other incident in which, in the reasonable judgment of the on-site personnel, the Participant requires medical care. The Participant authorizes such persons to provide its details (including details of medical treatment administered) to NIKE and or others authorized by NIKE to collect the information, to enable NIKE to prepare a report of the incident and retain it for internal purposes only. The Participant's details will be treated as confidential and will be handled in accordance with applicable data protection law. The Participant will pay its own medical emergency expenses and all subsequent medical expenses in the event of any illness, accident, or injury in connection with the Prize or the Event.
- 11 The Participant hereby assigns all of its right, title and interest in its Entry, including all associated copyright and exploitation rights, to NIKE. If an assignment is not permitted under the laws of the jurisdiction of the Participant's residence, at NIKE's sole option: (i) the Participant will hold the rights exclusively on trust for NIKE and will enter into any documents NIKE requests to effect the transfer; or (ii) the Participant grants NIKE an unconditional, exclusive, perpetual and worldwide license to do acts that would otherwise infringe the rights. NIKE may use the Entry with or without using the Participant's name, in any media throughout the world for any purpose, without limitation, and without additional review, compensation, or approval from the Participant or any other party. By making an Entry and taking part in the Event, Participant agrees not to instigate, support, maintain, or authorise any action, claim, or lawsuit against NIKE, or any other person, on the grounds that any use of the Entry, or any derivative works, infringe any of the Participant's rights, including, without limitation, copyrights and moral rights. The Participant further acknowledges that NIKE is in no way obligated to publish or use the Entry in any way.
- 12 The Participant grants NIKE and its affiliates and subsidiaries a perpetual, royalty free licence to use all comments, feedback and ideas that the Participant shares with them, without notice, compensation or acknowledgement to the Participant, for any purposes whatsoever, including, but not limited to, developing, manufacturing and marketing products and services and creating, modifying or improving products and services.
- 13 The Participant understands and agrees that NIKE may photograph and/or film the Participant during its attendance at and/or participation in the Event or the Prize. The Participant hereby grants NIKE, its affiliates, subsidiaries, successors, assigns and licensees permission to film, photograph, video record, livestream and otherwise record the Participant's image, voice, or any other aspect of the recording at the Event and related activities ("Recording") and may use the Participant's image, including for promotional, commercial and internal NIKE purposes. The Participant grants the NIKE Group the right to use for the maximum time allowed by applicable law, throughout the world and without any compensation, any Recording of the Participant in any media, for the purpose of advertising, promotion, or any

other commercial purpose in connection with the promotion of the Event or future events, in NIKE campaigns and/or for other NIKE promotional activities. I also grant NIKE permission to display my name, image, Event standings and results during the Event and for the same purposes as any Recording. The Participant hereby assigns to NIKE the entire copyright and all other rights that the Participant may have in the Recording throughout the world for the full period of such rights (and all extensions, reversions and renewals thereof) and thereafter so far as possible in perpetuity, and grant to NIKE an irrevocable, royalty free licence (together with all further consents necessary, including without limitation those under the Copyright Designs & Patents Act 1988 and any successor thereof) to use the Recording and the Participant's name or image in any manner or media (whether now known or hereafter developed or discovered), and for any purposes without any additional consideration. The Participant shall have no right of approval and no legal claim arising out of any use or editing of the Recording or the Participant irrevocably and unconditionally waive the benefits of and agrees not to assert any provision of law known as "moral rights" or any similar laws of any jurisdiction. The Participant agrees that NIKE shall have no obligation to use any of the rights the Participant grants. The Participant represent that it is not necessary for NIKE to obtain permission from or to pay any third party in connection with the rights granted in this condition.

- 14 The Participant acknowledges and agrees that it has a duty to participate in the Event in a manner which is as safe as reasonably possible and, in particular, to abide by the rules of the the Event, adhere to the safety information and instructions provided to it, take reasonable care to avoid dangerous situations and to look after both itself and other participants at an Event. The Participant acknowledges that it understands the consequences of its failure to comply with such rules might include loss of its eligibility to participate in future similar events. The Participant confirms that the equipment (if applicable) which it shall use for the Event is in good working order, properly maintained and suitable for the event. The Participant acknowledges that it possesses the requisite degree of skill, fitness and stamina that the Event requires.
- 15 Unless otherwise instructed by NIKE, the Participant acknowledges that it is responsible for providing, and shall wear at all times while participating in the Event, the Participant's own appropriate equipment, clothing and personal protective equipment (if applicable). Where the Participant refuses to wear personal protective equipment, participation of the Event is done at the Participant's own risk and to the extent permitted by law, NIKE assumes no responsibility or liability for any loss, damage or injury caused to the Participant due to such refusal of protective equipment. The Participant acknowledges that where it has been instructed to wear personal protective equipment and it does not comply, NIKE may determine (at its sole discretion) whether the Participant may participate in the Event.
- 16 The Participant understands and acknowledges that: (i) NIKE can at any time refuse to allow the Participant to take part, or cease its participation, in the Event if it does not comply with these Rules or with the instructions of NIKE representatives at the Event; (ii) the Participant's participation in the Event cannot be transferred to anyone else and cannot be exchanged for cash; and (iii) NIKE expects that the Participant shall be able to participate with other participants in a safe and peaceful manner and that NIKE has a zero-tolerance approach to physical violence, verbal abuse, racial abuse, discrimination, harassment, hate speech and causing damage to property and that NIKE may, in its sole discretion, refuse to allow the Participant to take part, or cease its participation, in the Event if the Participant engages in any such behaviour.
- 17 The Participant acknowledges that NIKE reserves the right to change the Event date or make any other amendment to the Prize and/or the Event that it deems necessary. NIKE is under no obligation to hold the Prize and/or the Event and may cancel the Prize and/or the Event for any reason. The Ticket is non-refundable. As Participant is purchasing the Ticket for an event on a specified date, Participant acknowledges they are not eligible to receive the 14-day statutory right to cancel. NIKE shall have no responsibility for any losses, expenses or costs incurred as a result of amendment or cancellation of the Prize and/or the Event, including any travel or accommodation costs.
- 18 These Rules constitute the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter. These Rules cannot be altered or modified except by NIKE in accordance with the Rules. Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in the Rules.
- 19 The Participant agrees that NIKE may assign the rights granted to it to any third party as it sees fit.
- 20 If any provision in these Rules is held, in whole or part, to be invalid or unenforceable for any reason, the validity of the remaining provisions of these Rules shall not be affected, and they shall continue to be valid and enforceable. The invalid or unenforceable provision shall be replaced with a valid provision which is as similar as possible in substance to the invalid or unenforceable provision.
- 21 These Rules and any disputes arising out of or in connection with them shall be governed by and construed in accordance with the laws of the jurisdiction of the Participant's residence.