

## Terms & Conditions

Thank you for your interest in testing Reebok products. We want to be sure that you understand the conditions under which we may choose you to be a tester. Your consent is required in order to participate in the Product Testing Program conducted by Reebok International Ltd. ("Reebok"). If you have questions regarding any aspect of the Product Testing Program, this agreement, or your obligations, then please contact Sue Roberts at (781) 401-5007. If you would like to test Reebok products, then please read the following document carefully before clicking "Agree." You should print this page for your records. You may discontinue your participation in the Product Testing Program at any time.

### I. OBJECTIVE

The objective of our testing program is to allow consumers to evaluate our products and use that feedback to help us make better products. Reebok may use information gathered in product tests to further refine athletic shoes or their components, design other products or for any other purpose.

### II. CONDITIONS

You will receive test shoes or apparel and directions in the mail. Please carefully review the instructions every time you receive test pieces, since directions can change from test to test. You will be asked to wear the shoes or apparel for: a) casual use only, b) performance use only or c) performance and casual use.

To participate in the Product Testing Program, you agree to the following:

A. You agree that you are enrolling for yourself, and you represent and warrant that you are of the age of majority in the state in which you reside (typically, 18 years or older). We are not accepting testers younger than 18 years of age, even if there is parental consent.

B. You agree to contact us as soon as you receive the shoes or apparel. Please leave a message stating your name, shoe/garment name (located at the top of the questionnaire) and the date you received your shoes.

C. You agree to read all paperwork before the test begins to familiarize yourself with the information in which we are interested and to follow the written and/or verbal instructions that are provided for each test. You also agree to contact us right away if you have questions and to inform Reebok immediately if you experience any problems with the test piece or if you are unable to complete a test.

D. You understand that since the shoes or apparel are under test, Reebok does not guarantee or warrant the shoes or apparel in any way. Specifically, Reebok disclaims any warranty of fitness, merchantability, safety and the like. The shoes or apparel may have only a limited life and other characteristics which may be unknown to us. Therefore, you specifically agree to waive and release all claims against Reebok and all those associated with it, arising out of or related to your participation in the Product Testing Program and your use of the test shoes or apparel.

E. You agree to wear the shoes or apparel as much as possible during the test period. Reebok will indicate the minimum amount of hours for each test at the top of the instruction sheet.

F. You agree to personally perform the required amount of activity requested. We expect that all feedback provided and activity performed in the shoe or apparel, is performed by you.

G. You agree to use the log sheets to record information about the shoes or apparel every day. We would like to emphasize how important your comments are to us, so please be as thorough as possible when recording your activities.

H. You agree to answer all questions as honestly and thoroughly as possible.

I. You agree to mail the shoes or apparel, questionnaires and log sheets back to the Reebok address above on the date listed at the top of the instruction sheet via UPS or first class mail in order for Reebok to evaluate the condition of the shoes or apparel. You understand that you are responsible for paying the cost for shipping. The time frame for returning your shoes/apparel and paperwork is very important for making these tests successful.

J. You understand the shoes or apparel provided to you for testing are CONFIDENTIAL. You agree not to disclose any aspect of the shoes or apparel to others and you will not allow others to inspect the shoes or apparel to determine their construction in any way, unless requested by Reebok in writing. Since the

shoes or apparel are under test, we do not want them examined by others, and we expect that you will keep all features as to the construction, use and the like in confidence.

K. You agree to keep Reebok informed if your mailing address, telephone or email address changes, so Reebok can keep in contact with you throughout this test program.

L. You agree to test Reebok products exclusively. You understand that competitors' products cannot be tested unless specifically requested by Reebok, and that your failure to comply with this restriction will result in termination from the Reebok Product Testing Program.

M. You understand that failure to meet these conditions may jeopardize your testing status.

### III. BENEFITS

Provided you have followed all of the instructions for the test and you have returned the shoes or apparel at the requested time, you will receive a complimentary product gift 4-6 weeks after each completed test. The complimentary gift may be samples and you understand that Reebok does not guarantee or warrant gift shoes in any way. Specifically, Reebok disclaims any warranty of fitness, merchantability, safety and the like. Gift shoes may have only a limited life and other characteristics, which may be unknown to us. Therefore, you specifically agree to waive and release all claims against Reebok and all those associated or related to your participation in the Product Testing Program and your use of gift sample shoes.

### IV. POTENTIAL RISKS

Injury or cardiovascular problems are always a risk during exercise and shortly thereafter. You must report to Reebok any preexisting medical problem you may have and should consult a doctor before agreeing to participate in the Product Testing Program. You may stop any test at any time and you

should definitely do so if you feel pain, dizziness, fatigue, breathlessness or any other uncomfortable condition.

#### V. INJURY WAIVER/RELEASE

By agreeing to these terms and conditions as a participant, you acknowledge that you are fully aware that participation in the study as a volunteer exposes you to a risk of personal injury and you assume this risk by participating in the Product Testing Program. Nonetheless, you hereby release Reebok and its clients, affiliates, officers, directors, employees, agents, licensees, consultants and independent contractors (collectively, "Released Parties") from any liability whatsoever for any and all accidents or personal injuries or other claims arising from your participation in the Product Testing Program including claims that are known or unknown. You promise that you will not now or at any time in the future, directly or indirectly, commence or prosecute any suit against the Released Parties arising out of or relating to the actions, causes of action, and the like hereby waived by you. This provision is binding on you, your spouse, your children, legal representatives, heirs, successors and assigns.

#### VI. CONFIDENTIALITY

A. Reebok's Responsibility: All of the data collected in this Product Testing Program will be treated with strict confidentiality. Your name will not be associated with any presentation of the data either within or outside Reebok. We reserve the right to collect and record the data in any manner and to present such data in any forum we choose.

B. Your Responsibility: You agree not to disclose any aspect of the shoes/apparel or the study to anyone other than the designated Reebok personnel, and you will not allow others to inspect the shoes or apparel or determine their construction in any way. You agree not to discuss the construction, design or performance of the shoes or apparel with anyone other than the designated Reebok personnel. You acknowledge that were you to breach the confidentiality provisions of this document, the harm to Reebok would be irreparable. You therefore agree that in the event of such breach or threat of such breach, Reebok shall have, in addition to any other remedies available to it, the right to obtain preliminary injunctive relief against any such breach or threat of such breach.

C. Non-Confidential Nature of Ideas: By agreeing to these terms and conditions as a participant, you acknowledge that you are fully aware that feedback, suggestions and/or ideas submitted to Reebok by you are submitted on a non-confidential basis and Reebok may use or disclose such feedback, suggestions and/or ideas. Neither Reebok nor any third party has any obligation of any kind, equitable or contractual, express or implied, to compensate anyone submitting feedback, suggestions or ideas.

This document constitutes the entire agreement between the parties as to the subject hereof, and there are no understandings or agreements related hereto other than those expressed herein. This document shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, USA. If you agree with the preceding terms and conditions and would like to be added to our list of testers, then please click the “Agree” button below. You cannot participate in this program if you do not agree with the terms and conditions presented above. We will contact you if you are selected to test Reebok shoes or apparel.

I have read this Informed Consent document and am fully aware of the protocol and the risks associated with the Reebok Product Testing Program. I am physically able to fulfill the obligations of these tests and I agree to participate in these studies on the conditions described above.