

**Columbia Don't Panic Room Contest
Official Rules**

- **NO PURCHASE OR PAYMENT REQUIRED TO ENTER OR WIN.**
- **A PURCHASE OR PAYMENT OF ANY KIND WILL NOT IMPROVE YOUR CHANCES OF WINNING.**
- **VOID IN ALASKA, HAWAII, AND WHERE PROHIBITED BY LAW.**
- **ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**
- **THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM OR META PLATFORMS, INC.**

BY ENTERING (OR OTHERWISE PARTICIPATING IN) THE CONTEST, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A BINDING CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE CONTEST PARTIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. **ELIGIBILITY:** The Columbia Don't Panic Room Contest ("Contest") is open only to legal residents of the forty-eight (48) contiguous United States and the District of Columbia, who are eighteen (18) years of age (19 in Alabama and Nebraska) or older as of date of entry. To receive the prize, you must meet requirements set forth herein and in Appendix A of these Official Rules, including the requirements for the acceptance of delivery and all necessary approvals, authorizations, and permits necessary as related to the delivery, ownership, and use of the prize. Employees, officers and directors of Columbia Sportswear Company ("Sponsor"), Realtime Media LLC ("Administrator") and their respective parent companies, affiliates, subsidiaries, advertising, contest, fulfillment and marketing agencies (collectively, the "Contest Parties"), their immediate family members and those living in the same household as such individuals (whether legally related or not) are not eligible to participate in the Contest or win the prize. For purposes of this Contest, immediate family members are defined as spouse, partner, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren and their respective spouses, and those living in the same household shall mean people who share the same residence at least three (3) months a year, whether legally related or not. Void in Alaska, Hawaii, and where prohibited by law. All federal, state, and local laws and regulations apply. By participating in the Contest, you unconditionally accept and agree to comply with and abide by these Official Rules and the decisions of Sponsor, including the interpretation of these Official Rules, administration of the Contest, selection of the winner, and Sponsor's exercise of discretion, which will be final, non-appealable, and binding in all respects.
2. **TIMING:** The Contest entry period begins at or about 12:00 p.m. (noon) Eastern Time ("ET") on October 28, 2026 and ends at 11:59 p.m. ET on November 24, 2026 (the "Entry Period"). Entries will be judged using the process described below from December 2, 2026 to December 18, 2026 ("Judging Period"), after which the one (1) potential winner will be notified for verification of eligibility. The Entry Period and Judging Period are collectively referred to as the "Contest Period". The designated computer clock of the Sponsor is the official time-keeping device in the Contest.
3. **HOW TO ENTER:** During the Entry Period, create a video not to exceed five (5) minutes demonstrating your top survival skills in a fictional scenario where unexpected circumstances have led to disruptions in everyday systems, infrastructure, and resource availability (the "Video"). Your Video must comply with the Content Guidelines below. You may submit your Video into the Contest using either of the following methods:
 - A. **Instagram Post:** During the Entry Period, post your Video on Instagram by completing the following steps:

- Log in to your Instagram account and become a follower of the @Columbia1938 account on Instagram (the “Sponsor’s Account”), if you are not already. **Be sure your Instagram account is set to public.**
- Create a new post to your Instagram feed including your Video and include in the caption an @mention of the Sponsor’s Account and the hashtags: #DontPanicRoom and #Contest.
- If you successfully take all of these steps, you will receive one (1) “Entry” into Contest, subject to the entry limit below. **By entering as set forth above, you are confirming your acceptance of and agreement to these Official Rules, including Appendix A.**

Note: To enter the Contest using the Instagram Post method of entry, you will need an Instagram account. Creating an Instagram account is free. By submitting your information and creating an Instagram account you will be required to agree to Instagram’s terms of service and privacy policy. If you do not agree to Instagram’s terms of service and privacy policy, you cannot create an account on Instagram or participate in Contest via this method of entry.

As it relates to this Contest, you are providing your entry information to Sponsor and not to Instagram. Information collected from an entrant will be used solely for the purposes of administering this Contest.

Sponsor may not receive Entries from users with “private” or “protected” account settings (i.e., user has set their Instagram account so that only people the user has approved can view their posts) due to the way Instagram operates their services. You may return your account to “private” any time after winners have been verified. Sponsor may not see or receive entries that fail to strictly follow the posting instructions set forth in these Official Rules, and Sponsor is not responsible for failure to see or receive an Entry. Entries not received by Sponsor will not be entered into the Contest.

Your Instagram account used to enter this Contest must be set to public, and you must remain a follower of the Sponsor’s Account for at least fifteen (15) days after the Contest Period for proper administration purposes, including winner notification.

- B. Website:** During the Entry Period, visit <http://www.DontPanicRoom.com>, and complete and submit the registration form, including your full name, address (no P.O. Boxes), email address, phone number, birth date, and indicate if you are a Columbia Greater Rewards member by checking the box. Note: Being a Greater Rewards member does not influence or determine winner selection. Then, follow the on-screen instructions to upload your Video. Upon successful completion of the registration form and upload of your Video, you will receive one (1) Entry into the Contest, subject to the limit below.

If participating in the Contest via a mobile device, message and data rates may apply. Not all mobile telephone providers carry the service necessary to participate in this Contest. Entrants should consult their wireless provider’s pricing plans.

The Contest Parties are not responsible for technical difficulties of any kind, for the unavailability of Instagram, or for false, incorrect, changed, incomplete or illegible contact information.

LIMIT: Up to two (2) total Entries per person – one (1) on Instagram and one (1) via the Website. Attempts made by the same individual to earn more than the stated number of Entries by using multiple or false accounts or otherwise may result in disqualification. Entries generated by artificial intelligence, script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. Entries that are in excess of the stated limit(s), incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Contest at Sponsor’s sole and absolute discretion. Those who do not follow all instructions, provide the required information in their Entry, or abide by these Official Rules or other instructions of Sponsor may be disqualified. Entries submitted by those

who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void.

4. CONTENT GUIDELINES: Entries must comply with the following:

- Must be in the English language.
- Videos must not exceed five (5) minutes and be in one (1) of the following file formats: MPG, MP4, MOV, WMV, AVI.
- Must not contain material that violates or infringes another's rights, including, but not limited to, privacy, publicity, or intellectual property rights, including copyright infringement, or legal or moral rights of any third party, living or deceased.
- Must not disparage Sponsor, Columbia Sportswear, Administrator or any other person or party affiliated with the promotion and administration of this Contest.
- Must not include any sensitive personally identifiable information.
- Must be the original work of the entrant and must not contain images or artwork, music, quotes, parodies or other materials not created by entrant.
- Must not have been submitted previously in a promotion or contest of any kind and has not been exhibited or distributed currently or previously in any media.
- Must not contain, facilitate, reference, or use material that is fraudulent, inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous, or libelous.
- Cannot be sexually explicit or suggestive, unnecessarily violent, or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, or contain nudity or any materially dangerous activity.
- Must not contain, facilitate, reference, or use material that contains prohibited content which shall include, but is not limited to content that promotes, suggests, or encourages:
 - gambling, including without limitation, any content related to online casinos, sports books, bingo, or poker;
 - the use of firearms/weapons/ammunition, any illegal drugs, prostitution, pornography, nudity, profanity or other adult content, violence, or the use of alcohol or tobacco products;
 - taking up of arms against any person, government or entity or otherwise challenge or seek to overthrow any government.
- Must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way.
- Must not contain, facilitate, reference, or use material that promotes bigotry, racism, hatred, or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status, or age.
- Must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the entry was created.

By submitting an Entry, you represent and warrant that your Entry is original to you, that the Entry has not been previously published, has not won previous awards, and that neither it nor its contents infringe upon or violate the rights of any third party, including any copyrights, trademarks, rights of privacy, publicity, or other intellectual property. By submitting an Entry, you warrant and represent that you consent to the submission and use of the Entry in the Contest, including the posting of Entries on Sponsor's social media channels, and to its use as otherwise set forth herein.

By submitting an Entry, you acknowledge and agree that Sponsor may receive other Entries under this Contest that may be similar or identical to the Entry submitted by you, and you waive any and all claims you may have had, may have, and/or may have in the future, that any other Entry reviewed and/or used by Sponsor may be similar to your Entry and you understand that you will not be entitled to any compensation because of Sponsor's use of such other similar or identical material.

5. SELECTION OF POTENTIAL WINNER: During the Judging Period to select the winner, a panel of qualified judges determined by Sponsor, in its sole discretion, will score each eligible Entry up to the maximum number of points allowed. Judging will be based on the following criteria:

- Survival Skills Demonstration (50 Points)
- Problem Solving & Adaptability (30 Points)
- Creativity & Engagement (20 Points)

The one (1) Entry that receives the highest Judges' scores will be deemed the potential winner. In the event of any ties, the Entry with the highest score in Survival Skills Demonstration will prevail. In the event there are still any ties, the tied Entries will be judged by a tie-breaking judge using the same criteria as above, and the Entry with the highest overall score will prevail. If the potential winner is found to be ineligible or cannot or will not accept the prize as awarded, or if the Entry or entrant does not comply with these Official Rules, the potential winner will be disqualified and the Entry with the next-highest score will be named the potential winner. Administrator's, judges', and Sponsor's decisions shall be final and binding in all matters pertaining to the judging and selection of the winner. In no event will there be more than one (1) winner. Sponsor reserves the right to not award the prize if, in its sole discretion, it does not receive a sufficient number or quality of eligible and qualified Entries.

6. WINNER NOTIFICATION/PRIZE CLAIMING: The potential winner will be notified within two (2) business days from the completion of the Judging Period. If the potential winner is disqualified and an alternate potential winner is selected, the alternate potential winner will be notified in a reasonable time period. Notification will occur either as a direct message on Instagram if the Entry was submitted via Instagram Post, or via email if the Entry was submitted via the Website. The Contest Parties are not responsible for and shall not be liable for incorrect, changed, or illegible contact information or for electronic communications that are undeliverable as a result of any form of active or passive filtering, or insufficient space in an entrant's email or other account to receive messages. Contest Parties are not responsible for late, lost, intercepted, misdirected, or unsuccessful efforts to notify the potential winner. Notification is deemed to have occurred immediately upon the sending of the direct message/email. As part of the winner notification process, the potential winner will be required to sign and return a declaration of eligibility/release of liability/prize acceptance agreement ("Affidavit And Release") within three (3) days of date of notification, as a conditions of receiving the prize. Within thirty (30) days after Sponsor's receipt of the signed Affidavit And Release, the winner must provide proof, satisfactory to Sponsor in its sole discretion, of all permissions, permits, and approvals required for the delivery of the prize as set forth in Appendix A. If the winner fails to provide such proof within the thirty (30) day period, the winner will be disqualified and the prize will be forfeited, and an alternate potential winner will be determined as the entrant with the next-highest scoring Entry as set forth in Section 5 above. Additionally, if the potential winner entered via Instagram, they will first be required to complete and submit a prize redemption form ("Redemption Form") within three (3) days of date of direct message. If any notification (including the Redemption Form and/or Affidavit And Release) is returned as rejected, faulty, unclaimed or returned as undeliverable to the potential winner; or if the potential winner cannot be contacted within a reasonable time period, fails or refuses to sign and return the Redemption Form and/or the Affidavit And Release within the required time period, and/or the potential winner is ineligible or otherwise fails to fully comply with these Official Rules; the potential winner will be disqualified and an alternate potential winner will be determined as the entrant with the next-highest scoring Entry as set forth above, up to five (5) alternates, after which the prize will remain un-awarded. The potential winner becomes the "winner" only after verification of eligibility and satisfactory completion of the background check described below by Sponsor. All activity arising out of and relating to the Contest is subject to verification and auditing for compliance with the Official Rules, and each winner must agree to cooperate with Sponsor concerning verification and auditing.

Background Check: The potential winner's confirmation as the winner may be subject (in Sponsor's sole discretion) to the satisfactory completion of a background check conducted by Sponsor or its designee in accordance with applicable law, which may include a review of criminal history, public records, and publicly available online and social media content. As a condition of receiving the prize, the potential winner must sign a separate written authorization permitting Sponsor or its designee to conduct the background check and must provide any information reasonably required to complete it. If the potential winner refuses to authorize or cooperate with the background check, or if the background check reveals information that, in Sponsor's sole discretion, indicates the potential winner has engaged or may engage in conduct that could bring Sponsor into public disrepute, contempt, scandal, or ridicule, or that is inconsistent with Sponsor's brand or values, the potential winner may be disqualified, in which case an alternate potential winner will be selected as set forth above.

In the event of a dispute as to the identity of an entrant, the authorized account holder of the email address associated with the Instagram account used to make the Entry or the email address entered on the registration form at the Website will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an internet service provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the email address.

7. PRIZE/PRIZE RESTRICTIONS: The prize to be awarded in this Contest is:

One (1) Prize: The prize is a 40-foot x 8-foot "don't panic room" modified shipping container and Thirty-Five Thousand and 00/100 Dollars (\$35,000.00 USD) made payable to the winner to help offset, but not completely eliminate, the tax responsibility associated with the prize. The approximate retail value ("ARV") of the prize is \$135,000. The prize is subject to the additional winner and prize acceptance requirements set forth in Appendix A of these Official Rules.

The prize is a modified shipping container and is not a manufactured home, permanent residential structure, or building constructed to any residential or commercial building code. The modified shipping container is awarded "AS IS" AND "WHERE IS," AND WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY, STRUCTURAL INTEGRITY, WEATHERPROOFING, OR COMPLIANCE WITH ANY BUILDING, ZONING, HEALTH, SAFETY, OR ENVIRONMENTAL CODE OR STANDARD. SPONSOR IS NOT THE MANUFACTURER OF THE MODIFIED SHIPPING CONTAINER AND MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE MODIFIED SHIPPING CONTAINER'S CONDITION, SAFETY, DURABILITY, DESIGN, CONSTRUCTION, OR FITNESS FOR ANY PARTICULAR USE, INCLUDING USE AS A SHELTER, STORAGE FACILITY, OR HABITABLE SPACE. By accepting the prize, the winner acknowledges and assumes all risk associated with the delivery, installation, modification, maintenance, occupancy, and use of the modified shipping container, including, without limitation, risks related to structural failure, water intrusion, mold, pest infestation, temperature extremes, ventilation, electrical hazards, and any other condition arising from the modified shipping container's design, construction, or placement. The winner is solely responsible for (a) ensuring a suitable installation site, including adequate land, access, grading, and foundation; (b) obtaining all required permits, inspections, zoning approvals, and homeowner association or similar approvals prior to delivery and installation; (c) ensuring the modified shipping container complies with all applicable federal, state, and local laws, regulations, codes, and ordinances, including building, zoning, environmental, and land-use requirements; and (d) all costs associated with site preparation, installation, utility connections, anchoring, and ongoing maintenance."

Prize is non-transferable, with no cash redemptions, equivalents, or substitutions except at Sponsor's sole and absolute discretion. All prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion. Prize details and availability are subject to change and are subject to applicable rules and restrictions. In the event that Sponsor is unable to provide the prize or prize component, the Sponsor may elect to provide winner with the approximate value of such item in

cash or award an alternate prize of comparable or greater value. Prize is awarded "AS IS" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Winner will be solely responsible for all federal, state, and/or local taxes, and for any other fees or costs associated with the prize received, regardless of whether it, in whole or in part, is used. The value of the prize awarded to the winner will be reported for tax purposes as required by law. The winner will be required to provide Sponsor with a valid social security number before the prize will be awarded for tax reporting purposes. An IRS Form 1099 will be issued in the name of the winner for the actual value of the prize received. Any unclaimed prize will be forfeited. Prize, if legitimately claimed, will be awarded. The Contest Parties are not responsible for and will not replace any lost, mutilated, or stolen prize or any prize that is undeliverable or does not reach a winner because of an incorrect or changed address. If the winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited, and the Contest Parties will have no further obligation with respect to that prize or portion of the prize. The ARV of the prize is based on available information provided to Sponsor as of the time these Official Rules are printed and may fluctuate. The Contest Parties are not responsible for, and winner will not receive the difference, if any, between the actual value of the prizes at the time of award and the stated ARV in these Official Rules or in any Contest-related correspondence or material. Sponsor or its designee will use commercially reasonable efforts to contact the winner within fourteen (14) days from date of winner verification to begin scheduling and planning logistics for prize delivery.

- 8. GENERAL:** Subject to applicable law, each entrant hereby expressly grants to the Contest Parties and their respective successors, assigns, sublicensees and designees, the irrevocable right to use and publish his/her name, social handles, likeness (photographic or simulated), voice, biography and place of residence for all purposes, including, without limitation, advertising, marketing, promotional and publicity purposes in connection with this Contest ("Advertising"), in any and all media now or hereafter devised, worldwide, in perpetuity, without any form of notice, permission or any amount or kind of compensation, except for the awarding of the prize to the winner. All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Sponsor and/or its licensors, and each entrant hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of Sponsor and/or its licensors, and each entrant hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of entrant's name, likeness or voice under contract, tort or any other theory of law. The Contest Parties do not assume any responsibility for any disruption in the Contest, including, but not limited to, the failure or interruption of any social media platform or any internet service provider. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Contest materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control. In the event Sponsor is prevented from continuing with the Contest by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Contest by any party, or any federal, state, or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each, a "Force Majeure" event or occurrence), Sponsor shall have the right to modify, suspend or terminate the Contest or prize. Sponsor additionally reserves the right, in its sole and absolute discretion to modify, suspend or terminate the Contest should causes beyond Sponsor's control corrupt or interfere with the administration, integrity, operation, security or proper play of the Contest.
- 9. CONDUCT:** The Contest Parties are not responsible for the actions of entrants in connection with the Contest, including entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity, or proper conduct of the Contest. The Contest Parties reserve the right, at their sole discretion, to disqualify (or terminate the prize of) any individual who is found to be, or suspected of, acting in any manner deemed by the Contest Parties to be in violation of the Official Rules, or to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person, or to be tampering with the entry process or the operation of the Contest, and void all associated entries and/or registrations. CAUTION: ANY ATTEMPT BY A USER, YOU OR ANY OTHER INDIVIDUAL TO DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE

CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE CONTEST PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

- 10. WAIVERS AND DISCLAIMERS:** The Contest Parties assume no responsibility or liability for: (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, entries, social media posts, URLs, or emails; (b) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of entries or registrations at any point in the operation of this Contest; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Contest; (e) inaccessibility or unavailability of the Internet or the website or any combination thereof or for computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of entries, social networking posts, or registrations, the announcement of the prizes, or in any other Contest-related materials; or (f) any injury or damage to entrants or to any other person's computer which may be related to or resulting from any attempt to participate in the Contest. If, for any reason, the Contest (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, then the Contest Parties reserve the right at their sole discretion to cancel, terminate, modify or suspend the Contest in whole or in part. If terminated, the Contest Parties will award the prizes in a manner consistent with the judging process above from among all non-suspect, eligible Entries received for the Contest up to the time of such action.
- 11. RELEASES:** All entrants, as a condition of participation in this Contest, release, discharge, indemnify and hold harmless the Contest Parties, Instagram, Meta Platforms, Inc., and each of their respective directors, officers, employees, agents, successors and assigns (collectively, "Released Parties") from and against any and all liability, claims, costs (including attorneys' fees), losses, damages, fines, or actions of any kind whatsoever for injuries, death, damages, or losses to persons or property which may be sustained, in whole or in part, directly or indirectly, in connection with: (i) participation in any aspect of the Contest (including travel to/from any Contest activity), (ii) the receipt, ownership, use or misuse of the prize awarded, including any travel associated with any prize, (iii) the Released Parties' use of entrant's name, likeness, voice, Entry, or other materials as contemplated by these Official Rules, including any claims alleging violation of rights of publicity or privacy, defamation, portrayal in a false light, or infringement of intellectual property; (iv) entrant's registration material on any related website, (v) any typographical, human or other error in the printing, offering, selection, operation or announcement of any Contest activity and/or prize, or (vi) any matter described in the Appendix to these Official Rules, including the delivery, installation, placement, ownership, operation, maintenance, relocation, or removal of the prize.
- 12. GOVERNING LAW AND LIMITATION OF LIABILITY:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Contest will be governed by and construed in accordance with the internal laws of the State of Oregon, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE CONTEST, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL

CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

- 13. DISPUTE RESOLUTION:** The parties each agree to finally settle all disputes only through arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in the State of Oregon, and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury, and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Contest shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in the State of Oregon. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in the State of Oregon. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.
- 14. ENTRY INFORMATION AND CONTEST COMMUNICATIONS:** By participating in the Contest, you acknowledge and agree that all information and material, including any personal information provided in your entry materials, affidavits, and releases, will be shared with Sponsor's agents, representatives, and other third parties involved in the execution, administration, or hosting of the Contest and to comply with applicable laws, regulations and rules, and may be further publicized or released for promotional and compliance purposes. By participating in the Contest, entrant agrees to all of the terms and conditions of the Sponsor's Privacy Policy, which is available at <https://www.columbia.com/privacy-policy/>. In the event of any discrepancy between the Sponsor's Privacy Policy and these Official Rules, these Official Rules shall control and govern.
- 15. MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials, privacy policy or terms of use on any website, social media platform or application and/or the terms and

conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

- 16. WINNER LIST:** To receive a listing of the name of the winner, send a #10 self-addressed, stamped envelope for receipt by January 14, 2027 to: Columbia Don't Panic Room Contest (13083) - Winner List Request, c/o Realtime Media, 2460 General Armistead Ave, STE 209, West Norriton, PA 19403.
- 17. SPONSOR:** Columbia Sportswear Company, 14375 NW Science Park Drive, Portland, OR 97229. Reference to third parties in connection with prizes and/or third-party websites or services are for reference and identification purposes only and not intended to suggest endorsement, sponsorship or affiliation with Sponsor or the Contest.
- 18. ADMINISTRATOR:** Realtime Media LLC, 2460 General Armistead Ave, STE 209, West Norriton, PA 19403.

APPENDIX A

Additional Winner and Prize Acceptance Requirements.

This Appendix A is incorporated into and forms part of the Official Rules. Capitalized terms used but not defined in this Appendix A have the meanings given to them in the Official Rules. In the event of any conflict between this Appendix A and the body of the Official Rules, the Official Rules shall control.

Winner Responsibilities

By accepting the prize, the winner acknowledges and agrees that they are solely responsible for all matters related to the receipt, placement, installation, operation, maintenance, use, and ownership of the modified shipping container after delivery.

These responsibilities include, but are not limited to:

- Determining whether the modified shipping container can legally be delivered to and placed on the intended property.
- Obtaining and maintaining any required permits, approvals, inspections, variances, homeowner association approvals, zoning approvals, land-use approvals, environmental reviews, or governmental authorizations.
- Ensuring adequate site access for transportation, delivery equipment, and installation.
- Preparing the site as necessary for delivery and placement.
- Confirming property boundaries, utility locations, easements, setbacks, and other site-specific requirements.
- Paying any costs associated with permits, site preparation, excavation, foundation work, utility connections, inspections, modifications, maintenance, taxes, fees, or compliance obligations.
- Ensuring the modified shipping container is used, maintained, and operated in accordance with all applicable laws, regulations, and manufacturer recommendations.

Delivery Conditions

The Sponsor's responsibility is limited to providing and arranging delivery of the modified shipping container to an agreed-upon delivery location, subject to logistical feasibility. The winner will be required to sign a delivery acceptance form at the time of delivery to receive the prize.

The winner acknowledges that:

- Delivery dates are estimates and may be affected by weather, transportation limitations, regulatory requirements, or other factors outside the Sponsor's control.
- Delivery may be refused or delayed if the site is deemed inaccessible or unsafe as reasonably determined by Sponsor's delivery contractor.
- The Sponsor makes no representation that the winner's property is suitable for delivery, installation, or use of the modified shipping container.

Transfer of Ownership and Risk

Ownership of the modified shipping container, as well as all risk of loss, damage, liability, maintenance, repair, and upkeep, transfers to the winner upon delivery and acceptance of the modified shipping container. For purposes of these Official Rules, "acceptance" occurs upon the winner's execution of the delivery acceptance form at the time of delivery, which form will restate the winner's acknowledgment of the releases, disclaimers, and obligations set forth in these Official Rules and this Appendix.

After delivery and acceptance, the Sponsor shall have no obligation to:

- Store, relocate, install, maintain, repair, inspect, monitor, replace, or remove the modified shipping container.
- Provide ongoing support, maintenance, upgrades, or operational services.
- Ensure compliance with local laws, building codes, zoning, or permit conditions.

No Warranties Regarding Property Suitability

The winner acknowledges that the Sponsor has not evaluated the winner's property for suitability, compliance, accessibility, environmental conditions, zoning restrictions, engineering requirements, or any other requirement that would affect the legal placement or use of the structure at the property identified by the winner.

The winner is solely responsible for consulting with qualified professionals, including engineers, contractors, surveyors, attorneys, or permitting authorities, as necessary.

Release and Indemnification

Without limiting the release and indemnification obligations set forth in Section 11 of these Official Rules, which apply in full to all matters described in this Appendix, the winner specifically acknowledges that the release in Section 11 extends to, among other things, any claims, damages, injuries, losses, costs, liabilities, or expenses arising out of or related to:

- Transportation, delivery, installation, placement, ownership, possession, operation, maintenance, relocation, or removal of the modified shipping container.
- Property damage or personal injury associated with the modified shipping container.
- Failure to obtain required permits or approvals.
- Violations of applicable laws, regulations, ordinances, homeowner association requirements, or other legal obligations.

Acceptance Acknowledgment

As a condition of receiving the Prize, the winner must sign a declaration of eligibility/release of liability/prize acceptance agreement ("Affidavit And Release") confirming that:

- They understand and accept all responsibilities associated with ownership and use of the modified shipping container.
- They are responsible for obtaining all required permits, approvals, and authorizations.
- They assume all costs and obligations not expressly included in the official prize description.
- They accept the modified shipping container "as awarded" and assume all responsibility upon delivery and acceptance.

Additionally, the winner must provide within thirty (30) days of Sponsor's receipt of the Affidavit And Release proof to Sponsor's satisfaction that they have independently verified that they can accept delivery of the modified shipping container.

Manufacturer Warranty Disclaimer

Without limiting the warranty disclaimers set forth in Section 7 of these Official Rules, the winner acknowledges and agrees that the prize is awarded on an "as is" basis.

The winner further understands and agrees that:

- The Sponsor makes no representations or guarantees regarding the existence, scope, duration, or applicability of any manufacturer, supplier, installer, or third-party warranties associated with the modified shipping container or its contents.
- The Sponsor does not provide, extend, administer, or guarantee any warranty coverage for the modified shipping container, its components, accessories, fixtures, equipment, or contents.
- The Sponsor shall have no obligation to repair, replace, maintain, service, or support the modified shipping container or any of its contents after delivery and acceptance by the winner.
- Any manufacturer, supplier, installer, or third-party warranties that may exist may be limited, void, expired, or non-transferable to the winner.
- The winner is solely responsible for determining whether any warranty coverage exists and whether such coverage can be transferred or assigned following delivery.