

## Children's Privacy Notice & Parental Consent Form

NIKE, Inc., or one or more of NIKE, Inc.'s affiliates, is conducting a study of certain products. In many cases, athletes around the world volunteer as "product testers." Product testers try out our products and let us know how we may enhance the technical features of the products and improve performance.

As you know, your son or daughter has been invited to be a product tester for NIKE. If your child chooses to participate, NIKE will provide NIKE products to you, at no cost to you, for use by your child. Your child will then be asked to submit feedback about the experience, along with other information, to NIKE. NIKE plans to collect some or all of that information online, through our product testing website at [producttesting.nike.com](http://producttesting.nike.com) (called "the Website.") We believe that the Website makes it easier for product testers to submit their information, and also simplifies the process of collecting data for NIKE.

However, NIKE does not collect data online from children under the age of 13 unless we have the consent of their parents. Your consent is required for us to collect and use this information, and we will not accept information from your child until we have your permission to do so.

If you would like your child to use NIKE's product testing website, please read the following and sign below to indicate that you consent. Send a copy of the signed consent forms to us by postal mail, fax or email at the contact information listed in paragraph 6 below. We will then set your child up as a product tester by assigning him or her a password.

1. **COMMITMENT TO PRIVACY.** In order to benefit from product trialing activities, NIKE needs to collect certain information both about the volunteers who are taking part in the trials, and about their experience with our products. If your child volunteers to be a product tester, NIKE will collect and store personal information from your child. NIKE is committed to safeguarding the privacy of our product testing volunteers.
2. **TYPE OF PERSONAL INFORMATION COLLECTED.** NIKE will directly solicit information from each volunteer, including his or her name, date of birth, gender, height, weight, shoe size, address, e-mail address, and how he/she heard about NIKE. We will request that volunteers submit a photo of the products in use (which might include an image of the volunteer himself or herself) and feedback regarding the products. NIKE will not request more personal information than is reasonably necessary to evaluate our products, nor will NIKE condition your child's participation in product testing on the disclosure of more information than is reasonably necessary for the testing.
3. **USE OF PERSONAL INFORMATION BY NIKE.** You may consent to the collection and use of your child's personal information without consenting to its disclosure to third parties. However, NIKE will use volunteers' personal information solely for internal purposes, in connection with product research and development. NIKE will not use the information for marketing purposes or sell it to a third party. NIKE does not disclose any collected personal information publicly, except as shared by the child volunteer on the Website pursuant to the site's terms of use. The Website is operated by a service-provider retained by NIKE, which in turn stores the data on the equipment of another company. The service-provider (and its subcontracted hosting company) will have access to your child's information, but the service-provider is required by contract to maintain the confidentiality of any information it obtains. NIKE will not disclose personally identifiable information to any third party other than our service-providers who need access to it to help us with our product testing and research and who are under obligation to keep it confidential.
4. **DISCONTINUING USE OF VOLUNTEER INFORMATION.** You may at any time stop submitting information to NIKE. You may at any time, by written request to NIKE at the address below, be provided with your child's username and password in order to access and review any information submitted to the Website by your child. In addition, you may at any time, by written notice to NIKE at the address below, ask NIKE to (1) stop collecting information from your child; or (2) discontinue our use of your child's information. If you choose to discontinue the online collection of your child's information, NIKE will terminate access to the Website by disabling your child's password, and may also, at NIKE's option, disqualify your child as a product tester. We will then delete personally identifiable information relating to your child (though your child's data, in a form that does not identify him or her, may still exist in our database).
5. **PASSIVE INFORMATION COLLECTION.** The Website employs a technical device known as a "cookie" to enhance the privacy of The Website. A cookie is a small text file that most websites place on the user's computer in order to track certain activities on the site. The Website will not use cookies to gather any personal information. The Website uses cookies only to create an anonymous identification number for security purposes. The cookie is stored on the computer for one year, and is then deleted.
6. **CONTACT INFORMATION.** NIKE is available to answer your questions regarding this privacy policy. Please direct your questions to the following address, or, if you wish to access you child's information through their account or discontinue further collection of or use of your child's personal information online, send your requests to:

Shelle Garlock (Footwear)  
YA.Testing@nike.com  
Fax# 503-328-7046  
NIKE Product Testing  
One Bowerman Drive-JR3  
Beaverton, OR 97005

Meghan Fuller (Apparel)  
Test.apparel@nike.com  
Fax#1-503-395-2597  
NIKE Product Testing  
One Bowerman Drive-MJ1  
Beaverton, OR 97005

I hereby consent to the online collection by NIKE, Inc. or NIKE, Inc.'s affiliates of my child's information.

\_\_\_\_\_  
PARENT OR GUARDIAN SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE SIGNED

**NIKE PRODUCT TESTING  
RELEASE AND WAIVER AGREEMENT**

**Please Read Carefully, Sign and Return to NIKE**

I desire to participate in one or more NIKE product testing trial (the "Testing") either partially or wholly sponsored, produced, directed, organized or conducted by NIKE USA, Inc., its parent company NIKE, Inc., their subsidiaries or affiliates, and agents ("NIKE"). In exchange for the opportunity to participate in the Testing, I hereby irrevocably and unconditionally warrant and agree for myself and my heirs, estate, insurers, successors and assigns, as follows:

**1. ASSUMPTION OF RISK.** Before participating in the Testing, I will inspect the facilities, products, and equipment to be used for the Testing, and if I believe anything is unsafe, I will immediately advise an official of the Testing of the conditions and refuse to participate or attend until the conditions are corrected to my satisfaction. NIKE has made no representation to me as to the suitability, condition, or safety of the facilities, products, equipment, or vehicles (if any) involved in the Testing. I understand that participation in the Testing involves inherent risks and dangers of accidents, property loss or damage, serious personal and bodily injury, death, and severe social and economic losses. These may result not only from my own actions, inactions, or negligence, but the actions, inactions, or negligence of others, the rules of play, or the condition of the facilities, equipment, or vehicles. Further, there may be other risks not known to me or reasonably foreseeable at this time. I understand and I have considered and evaluated the nature, scope, and extent of the risks involved, and I voluntarily and freely choose to assume these risks. I warrant that I am physically and mentally able to fully participate in the Testing. ***I consent to treatment in the event of an emergency or other incident in which, in the reasonable judgment of the on-site personnel, I require medical care. I further agree to pay all costs associated with such medical care and to indemnify and hold harmless the Released Parties from any costs or claims arising from such medical care.***

**2. RELEASE FROM LIABILITY.** I fully and forever release, and discharge NIKE, its directors, officers, employees, agents, insurers, sponsors, advertisers, owners or operators of the Testing, facilities, equipment, and vehicles, and all others involved in the Testing (the "Released Parties") from any and all injuries (including death), losses, damages, claims (including negligence claims), demands, lawsuits, expenses, and any other liability of any kind, of or to me, my property, or any other person, directly or indirectly arising out of or in connection with my participation in or attendance at the Testing, including transportation related to the Testing, even if it is due to the negligence or other fault of the Released Parties.

**3. COVENANT NOT TO SUE.** I will not initiate any lawsuit, court action or other legal proceeding against the Released Parties, nor join or assist in the prosecution of any claim for money damages which anyone may have, on account of injuries (including death), losses, or damages sustained by me or others in connection with or relating in any way to my participation in or attendance at the Testing, and I waive any right I may have to do so. This means that I cannot sue to hold the Released Parties responsible for any injuries, losses, or damages that I may experience related to the Testing, even if it is due to the negligence or other fault of the Released Parties. I waive my insurers' right to make a claim against the Released Parties based on payments by insurers to me or on my behalf for any reason. This means my insurers have no right of subrogation. I agree that NIKE shall not owe me any compensation in connection with any of the provisions hereof.

**4. INDEMNITY.** I will hold harmless, indemnify, and reimburse the Released Parties from and for any sums, costs, or expenses (including attorney fees) incurred by any of the Released Parties or paid by them to any person (including me or my insurers) in connection with any accident, injury (including death), loss, or damage sustained by me or others in connection with my attendance at or participation in the Testing, including transportation related to the Testing. This means that I will reimburse the Released Parties if anyone makes a claim against them based on injuries, losses, or damages I may suffer in connection with the Testing. I agree that exclusively Oregon law will apply to the relationship between NIKE and me. If I am a California resident or could otherwise claim the protections of California law, I further expressly waive the provisions of Section 1542 of the California Civil Code, which reads as follows: "A general release does not extend to the claims which the creditor does not know or suspect to exist in his favor at the time of executing the release which, if known by him, must have materially affected his settlement with the debtor."

**5. NO INSURANCE; MEDICAL EXPENSES; NOTIFICATION OF INJURY.** I understand that NIKE and others involved in the Testing do NOT provide me with any insurance, either life, medical or liability, for any illness, accident, injury, loss, or damage that may arise in connection with my participation in or attendance at the Testing. If I want insurance of any kind, I must obtain my own. I will pay my own medical emergency expenses and all subsequent medical expenses in the Testing of any illness, accident, or injury in connection with the Testing. If I become ill, involved in an accident or injured during the testing phase, I will promptly report such illness, accident or injury to a NIKE representative.

**6. OWNERSHIP OF PRODUCTS.** I understand that all experimental products I use during the testing phase are and remain the property of NIKE before, during and after the testing phase. I will not loan, sell or give the products to anyone. After testing, or whenever a NIKE representative analyst requests their return, I will promptly return the products to NIKE. I will provide detailed information about the experimental products when requested by NIKE. ***IN ORDER TO PROTECT MY AMATEUR ATHLETIC ELIGIBILITY, I AGREE TO RETURN ALL NIKE PRODUCTS PROVIDED TO ME DURING THE TESTING.***

**7. AUTHORIZATION TO USE IMAGE & FEEDBACK.** NIKE and others may be photographing or filming the Testing for product development, research, or other purposes, which shall not include advertising, promotional, or other commercial purposes. I hereby grant to NIKE, Inc., its affiliates, subsidiaries, successors, assigns and licensees (collectively "NIKE") permission to film, photograph, video record and otherwise record my image, voice, avatar, name, biographical data, silhouette, body dimension, shape, posture, or any other aspect of the recording in connection with the Testing (collectively the 'Recording') and the right, throughout the world, in perpetuity, to register for copyright, to use and to assign and/or license others to use all or any portion of the results thereof (or a reproduction thereof), in all media and in any manner now known or hereafter developed, in connection with the Testing or otherwise without any additional consideration. I shall have no right of approval and no legal claim arising out of any use or editing of the Recording or my name. NIKE shall have no obligation to use any of the rights I grant. NIKE shall have the right at all times to use my name, likeness, and other identifying information for product development, research, and other internal purposes. I 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 paragraph. I acknowledge and agree that if I am a high school or collegiate student-athlete I am solely responsible for preserving and protecting my eligibility and that NIKE shall not bear any responsibility or accountability therefor.

**NIKE PRODUCT TESTING RELEASE TESTER'S INITIALS:**

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**IF THE TESTER IS A MINOR, THE PARENT OR LEGAL GUARDIAN SHOULD SIGN BELOW:**

I am the parent or legal guardian of \_\_\_\_\_ (the "Tester"). On behalf of the Tester, myself, the Tester's parents or guardians, heirs, estate, insurers, assigns and anyone else who may make any claim for or on behalf of the Tester, I hereby irrevocably and unconditionally: (1) agree to all of the terms of the above Agreement; (2) agree to cause the Tester to comply with the terms of the Agreement; (3) agree to hold harmless, indemnify, and reimburse the Released Parties described in the Agreement from and for any sums, costs, or expenses (including attorney fees) incurred by any of the Released Parties or paid by any of them to any person (including the Tester or insurers) in connection with any accident, injury (including death), loss (including loss of collegiate eligibility and/or amateur standing), or damage arising out of the Tester's attendance at or participation in the Testing, including transportation related to the Testing; (4) authorize and permit NIKE, its agents, and Testing personnel to administer first aid to the Tester, emergency transportation, and any other medical treatment performed by physicians, paramedics, and other medical personnel, in the Testing of any illness, accident or injury to the Tester; and (5) agree that exclusively Oregon law will apply to the relationship between and among NIKE, the Tester, and myself. If the Tester and/or I reside in California or could otherwise claim the protections of California law, I further expressly waive the provisions of Section 1542 of the California Civil Code, which reads as follows: "A general release does not extend to the claims which the creditor does not know or suspect to exist in his favor at the time of executing the release which, if known by him, must have materially affected his settlement with the debtor."

**I HAVE READ THE RELEASE AND WAIVER AGREEMENT CAREFULLY. I FULLY UNDERSTAND THE CONTENT, AND VOLUNTARILY AGREE TO THE TERMS OF THE AGREEMENT.**

\_\_\_\_\_  
PARENT/LEGAL GUARDIAN SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE SIGNED

ADDRESS: \_\_\_\_\_

**NIKE PRODUCT TESTING RELEASE TESTER'S INITIALS:** \_\_\_\_\_