

Exhibit A

IMPORTANT LEGAL NOTICE

You are receiving this Notice because you entered a drawing to run in one or more of the following: the 2010, 2011, 2012, 2013 or 2014 New York City Marathon (“Marathon”) and/or the 2010, 2011, 2012, 2013, 2014 or 2015 NYC Half Marathon (“Half Marathon”) (together, the “Covered Races”) or entered a Covered Race through the New York Road Runners Official Charity Partner Program, both of which entry methods are the subject of a proposed settlement that may affect your rights. If you entered the drawing for non-guaranteed entry into the 2010-2014 Marathon or the 2011-2015 Half Marathon you will be entitled to a credit toward the Entry Fees in eligible future New York Road Runners races. If you sought entry into the Covered Races only through NYRR’s Official Charity Partners and did not enter the lottery drawing for the Covered Races, or if you sought entry only into the 2010 Half Marathon, you are not entitled to and will not receive a credit.

A Federal Court has authorized this Notice. This is not a solicitation from a lawyer.

- In complaints filed in early 2016, plaintiffs, on behalf of persons who ran or sought to run in the 2010-2015 Marathon and Half Marathon sued New York Road Runners (the “Defendant” or “NYRR”) claiming that NYRR had conducted illegal lotteries and failed to disclose some aspects of how the drawings for entry and the charitable entry into the Marathon and Half Marathon operated.
- The plaintiffs (the “Plaintiffs”) and the Defendant have recently decided to settle the lawsuit. In agreeing to the proposed settlement (the “Settlement”), NYRR has not acknowledged any wrongdoing and the Court has not decided that NYRR has done anything wrong.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
PARTICIPATE	YOU DO NOT NEED TO TAKE ANY ACTION IN ORDER TO PARTICPATE IN THE SETTLEMENT. If you take no action and the Settlement is approved by the Court, you will receive the Settlement benefits for which you eligible, including any credit toward the Entry Fees for eligible future NYRR races you are entitled to and you will automatically release your claims against the Defendant.
ELECT NOT TO PARTICIPATE	If you do not want to participate in the Settlement or to be bound by its provisions, you must exclude yourself from the Settlement Class in writing postmarked by December 29, 2016 as described in Section 7 below. If you exclude yourself, you will not receive a credit and you cannot object to the Settlement.

ELECT TO OBJECT

You may write to the Court about why you believe the Settlement is not fair or reasonable. You must object in writing by December 29, 2016 in order to speak to the Court at the Fairness Hearing (described below) about the fairness of the Settlement. If the Court rejects your objection, you cannot request exclusion from the Settlement Class and you will be bound by the terms of the Settlement.

- This Notice provides you with information about the Settlement. Your legal rights will be affected by the Settlement, and you have a choice to make by December 29, 2016.
- Your rights and options with respect to the Settlement – and the deadlines to exercise them – are explained in this Notice.
- The Court in charge of this case still must decide whether to approve the Settlement. If the Court approves the Settlement and after any appeals are resolved, credits will only be given to those individuals who are eligible and who register and are accepted to run in an applicable NYRR race.

BASIC INFORMATION

1. Why did I receive this Notice?

Records indicate that you: (a) entered a drawing for non-guaranteed entry into one or more of the Covered Races and/or (b) received guaranteed entry into one or more of the Covered Races through one of New York Road Runners Official Charity Partners. A class action involving these forms of entry into those races, captioned *In re New York Road Runners Litigation* (S.D.N.Y. Case No. 1:16 Civ. 00791-KBF) (hereafter the “Lawsuit”), has been settled subject to Court approval. The Lawsuit is overseen by Judge Katherine B. Forrest of the United States District Court in the Southern District of New York.

You are receiving this Notice because it is believed you are a Settlement Class member. This Notice describes the Settlement benefits including the credit to which you may be entitled under the Settlement. This Notice also describes how you can exclude yourself from the Settlement Class or object to the Settlement.

2. What is this lawsuit about and why did the parties agree to settle?

The Lawsuit alleges that the drawings for non-guaranteed entry into the Covered Races were illegal lotteries under New York state law. The Lawsuit makes other claims as well regarding the adequacy of disclosures relating to how the lottery and charitable entry into the Covered Races operated. Specifically, Plaintiffs allege that Defendant’s method of operation of these races violated New York State General Business Law § 349 and New York General Obligations Law § 5-423 and committed fraudulent inducement and breach of the implied covenant of good faith and fair dealing. Defendant NYRR denies violating any laws.

Even though the parties believe their respective claims and defenses are strong, they have decided to settle the Lawsuit. The Court overseeing the Lawsuit has preliminarily approved the Settlement. The Court will make a final decision regarding the Settlement's fairness at the hearing described in Section 9 below.

3. What is a Class Action?

The Lawsuit is being settled as a class action. In class actions, one or more persons sue not only for themselves, but also for other people who have similar claims. These people are known as class members. In class actions, the plaintiffs ask one court to resolve the issues for all class members. In this action, the Plaintiffs have brought a class action and the Court has conditionally certified the Settlement Class as:

All persons residing in the United States and territories of the United States who: (a) sought non-guaranteed entry by entering the drawing conducted by the Defendant for the Covered Races and/or (b) received guaranteed entry through one of the Defendant's "Official Charity Partners" for the Covered Races.

THE SETTLEMENT BENEFITS – WHAT YOU MAY RECEIVE

4. What does the Settlement provide and what will I receive?

The Settlement provides that NYRR will increase the disclosures on its website regarding entry through the drawings for non-guaranteed entry and the guaranteed entry through their Official Charity Partners. NYRR has also agreed not to apply for a license to run a lottery for non-guaranteed entry for at least three years from September 15, 2016. NYRR has further agreed to donate \$100,000 to the City Parks Foundation.

As part of the Settlement, if you entered the drawings for the 2013 or 2014 Marathon or the 2014 or 2015 Half Marathon and *were not selected*, you will receive, for each of those races for which you were not selected, a credit of \$11 for each Marathon and \$5 for each Half Marathon towards Entry Fees charged by NYRR for eligible future NYRR races. If you entered these drawings and *were selected* you will receive \$5.50 for each Marathon and \$2.50 for each Half Marathon as a credit towards Entry Fees of eligible future NYRR races.

If you entered the drawings for the 2010, 2011 or 2012 Marathon or the 2011, 2012 or 2013 Half Marathon and *were not selected*, you will receive for each of those races for which you were not selected, a credit of \$5.50 for each Marathon and \$2.50 for each Half Marathon towards Entry Fees of eligible future NYRR races. If you entered those drawings and *were selected* you will receive \$2.75 for each Marathon you entered and \$1.25 for each Half Marathon you entered as a credit towards Entry Fees of eligible future NYRR races. You do not have to file a claim form in order to participate in the Settlement.

If you sought entry into the Covered Races only through NYRR's Official Charity Partners and did not enter the lottery drawing for the Covered Races, or if you sought entry only into the 2010 Half Marathon, you are not entitled to and will not receive a credit.

In addition to the credits described above, as part of the Settlement, Defendant NYRR will pay Plaintiffs' Counsel's attorneys' fees of up to \$650,000 and their documented out-of-pocket costs of up to \$20,000, and will pay incentive compensation to the two Plaintiffs in the amount of up to \$2,500 each, as awarded by the Court. Defendant NYRR also will pay the fees and expenses of the Settlement Administrator.

HOW TO USE A CREDIT

5. How and when can I use my credit?

If the Settlement is approved by the Court, Settlement Class Members who entered the drawings for the Covered Races will receive a voucher by email, which can be used to pay the Entry Fee for the following eligible future races: the Marathon, the Half Marathon, the Brooklyn Half Marathon, the Queens 10K, the Bronx 10 Mile, or the Staten Island Half Marathon. When you receive the voucher the accompanying instructions will explain when the two year period during which you can use the voucher begins. If you do not receive a voucher and may be entitled to one, you will be sent instructions explaining how to obtain any voucher you believe you are entitled to receive.

The voucher may be used only once, and cannot be combined with other credits. To use the credit, you must be accepted into and register for one of the eligible races within two years of the date specified on the voucher. After that time, the voucher will expire completely and permanently.

6. What am I giving up by settling my claim?

Unless you timely exclude yourself from the Settlement Class in the manner described in Section 7 below, if the Court grants final approval of the Settlement you will be deemed to have released Defendant NYRR from any claims that you may have against it regarding entry into any of the Covered Races, all claims under New York law asserted in the Lawsuit, and any claims under New York law that arise from or are related to the facts alleged in the Lawsuit (*see* Section 3 above).

When claims are "released," that means a Settlement Class Member cannot sue any released party, for any of the claims that are covered by the release.

EXCLUDING YOURSELF FROM THE SETTLEMENT

7. How do I exclude myself from the Settlement?

If you do not want to participate in the Settlement, you must timely exclude yourself by December 29, 2016. If you exclude yourself from the Settlement Class, you will not release any legal claims and you will preserve your right to sue Defendant on your own for alleged violations regarding entry into the Covered Races, all claims under New York law asserted in the Lawsuit, and any claims under New York law that arise from or are related to the facts alleged in the Lawsuit. Your claims will be subject to a statute of limitations. If you exclude yourself from the settlement you will not receive any credit vouchers you would otherwise be entitled to and you cannot object to the Settlement.

To exclude yourself from the Settlement Class, you must send a written request for exclusion from the Settlement Class to the Settlement Administrator. Your request for exclusion must include your name, your email and street address, and your signature. You must mail your written request for exclusion to New York Road Runners Settlement Administrator, PO Box 2558, Faribault, MN 55021-9558, by First Class U.S. mail or equivalent, postage paid, postmarked on or before December 29, 2016. You may also return the request for exclusion by that same date by faxing it to 507-333-4330. To be valid, the written request for exclusion must be signed by you. You may revoke your request for exclusion in writing sent to the Settlement Administrator to be received by December 29, 2016.

OBJECTING TO THE SETTLEMENT

8. Can I object to the Settlement?

You may object to the Settlement if you wish to do so. To object to the Settlement, you must submit a written objection to the Settlement Administrator, postmarked no later than December 29, 2016. You may also send your objection by email or fax no later than December 29, 2016.

Your written objection must include your name, your address, a statement describing the reasons for your objection, and any other documents you believe the Court should consider in evaluating the Settlement's fairness.

All objections and any papers submitted in support of such objection shall be considered by the Court at the Final Approval Hearing only if, on or before the expiration of the Response Period, the Settlement Class Member submits copies of such objections and any papers to the Court by: (a) filing an objection with the Court in person, by CM/ECF, or by U.S. Mail addressed to the Clerk of the Court, and (b) sending a copy of such objection by U.S. Mail to counsel for the Parties; provided that any objection made by a Settlement Class Member represented by counsel must be filed through the Court's Case Management/Electronic Filing (CM/ECF) system.

Counsel for any Party may seek discovery, including deposition testimony, from any Settlement Class Member who files a timely and valid objection to the Settlement. All such persons, by filing an objection, submit themselves to the jurisdiction of the Court for discovery purposes, as if they were a party to the Action.

You cannot object to the Settlement if you have excluded yourself from the Settlement Class. The Court will consider your objection whether or not you attend the Fairness Hearing described in Section 10 below. If you intend to personally attend and speak during the hearing, you must clearly indicate this in your written objection.

If you object and the Court approves the Settlement over your objection, you will be bound by the terms of the Settlement approved by the Court.

THE COURT'S FAIRNESS HEARING

9. When is the Fairness Hearing?

The Court will hold a Fairness Hearing at 10:00am ET on Friday, February 10, 2017 at the United States District Court for the Southern District of New York, 500 Pearl St., New York, New York, 10007-1312, Courtroom 15A.

At this hearing, the Court will decide whether the Settlement is fair, reasonable and adequate and may also consider the application by Class Counsel for fees and expenses and Plaintiffs' request for incentive compensation awards. The Court will not take any evidence at the Fairness Hearing. If there are objections to the Settlement, the Court will consider them. You may attend the hearing and you may ask to speak, but you don't have to.

After the Fairness Hearing, the Court will decide whether to grant the Settlement final approval. Thus, all provisions of this Settlement are still subject to the Court's final approval. The parties do not know how long it will take for the Court to issue its decision.

10. Do I have to attend the Fairness Hearing?

You are not required to attend the Fairness Hearing. Class Counsel will represent you at the hearing. You are welcome to come to the hearing at your own expense. You may also ask your own lawyers to attend the hearing, but it is not necessary to do so.

As described in Section 8 above, if you wish to object to the Settlement, you must do so in writing before the Fairness Hearing but you do not need to attend the hearing.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The Court has decided that the lawyers at the law firm of Wolf Haldenstein Adler Freeman & Herz LLP; Abbey Spanier LLP; and Christensen & Jensen P.C. are qualified to represent all class members. These lawyers have been designated as "Class Counsel" in this Lawsuit. More information about these firms is available at www.whafh.com, www.abbeyspanier.com, and www.chrisjen.com.

If you decide to participate in the Settlement and do not wish to be represented by Class Counsel, you have the right to hire your own attorney at your own expense.

12. How will Class Counsel be paid?

Class Counsel will ask the Court to approve payment to them of up to \$650,000 for their attorneys' fees and their documented expenses of up to \$20,000 for their out-of-pocket costs. Class Counsel seeks these attorneys' fees to pay for investigating the facts of this case, litigating this case, and negotiating the Settlement. The attorneys' fees and expenses awarded by the Court will be paid by Defendant NYRR in addition to any other Settlement consideration.

13. Who is representing the Defendant in connection with the Settlement?

Defendant NYRR is represented by the law firm of Proskauer Rose LLP (New York, New York) in this action.

REQUESTING MORE INFORMATION

14. How can I request more information about the Settlement?

If you have questions regarding your entitlement to a voucher or how the voucher works, please contact the Settlement Administrator at:

New York Road Runners Settlement Administrator
PO Box 2558
Faribault MN 55021-9558

You may also contact Class Counsel for more information about the Settlement at:

Randall S. Newman, Esquire Wolf Haldenstein Adler Freeman & Herz LLP 270 Madison Avenue New York, NY 10016 Tel: (212) 545-4600	Judith L. Spanier, Esquire Abbey Spanier LLP 212 East 39th Street New York, NY 10016 Tel: (212) 889-3700
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PLEASE DO NOT CALL THE COURT OR THE CLERK ABOUT THE SETTLEMENT.

Date:

Approved as to Form and Content:

Hon. Judge Katherine B. Forrest
United States District Judge
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK