

REFINERY29 x F45 SWEEPSTAKES

Official Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

This Sweepstakes may only be entered in or from the 48 contiguous United States (excluding Rhode Island), and the District of Columbia and entries originating from any other jurisdiction are not eligible for entry. This Sweepstakes is governed exclusively by the laws of the United States. You are not authorized to participate in the Sweepstakes if you are not located within the 48 contiguous United States (excluding Rhode Island) and the District of Columbia.

- 1. SWEEPSTAKES ENTRY START/END DATES.** The Sweepstakes begins on October 29, 2019 and ends at 4:59:59 pm Eastern Time on December 31, 2019 (“Sweepstakes Period”).
- 2. ELIGIBILITY:** The Sweepstakes is open solely to legal residents of the forty-eight (48) contiguous states of the United States (excluding Rhode Island) and the District of Columbia, who are at least eighteen (18) years of age and over the age of majority in their jurisdiction of residence at the time of entry. Entrants must have either a valid social security number or a valid U.S. personal tax identification to participate. Employees, officers and directors of Refinery 29 Inc. (“Sponsor”), and F45 Training Pty Ltd, and their respective parent companies, subsidiaries, affiliates, partners, advertising and promotion agencies, manufacturers or distributors of promotion materials, and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees, officers and directors are not eligible to enter. The Sweepstakes is subject to all applicable federal, state and local laws.
- 3. HOW TO ENTER:**
 - a. During the Sweepstakes Period, go to Sponsor’s page, located at www.refinery29.com/win-free-gym-membership-sweepstakes, and enter your email address and click the “ENTER” button. You must have an email address to enter via this method. An email address is free.

By participating in the Sweepstakes, you acknowledge and agree to be bound by these Official Rules, Refinery29’s Privacy Policy at <https://www.refinery29.com/privacy>, and any other relevant rules, policies or regulations.

Limit one (1) entry per person/per email address, regardless of method of entry. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email address, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any email address, the authorized account holder of the email address used to enter this Sweepstakes will be deemed to be the entrant. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. The potential winner may be required to show proof of being the authorized account holder.

If you choose to enter using your mobile phone, standard data fees may apply. You should consult your wireless service provider's pricing plan for details. You agree to incur any and all charges demanded by their wireless carrier. You should also check your device's features for capabilities and check the device manual for specific use instructions.

Entries will not be acknowledged or returned. Only fully completed entries are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor.

- 4. REQUIREMENTS OF ENTRIES:** By entering the Sweepstakes, each entrant warrants and represents that: (a) entrant's entry does not contain any material or elements that are not owned by the entrant, or which are subject to the rights of third parties; (b) entrant's entry is not a duplicate of any other submitted entries; (c) entrant's entry will not violate any law, rule or regulation or infringe on any rights of any third parties; and (d), the entry complies with the Refinery29's Terms of Use (located at <http://www.refinery29.com/terms-and-conditions>). By submitting an entry, entrant agrees that Sponsor, in its sole discretion, may remove any entry and disqualify an entrant from the Sweepstakes if it believes, in its sole discretion, which the entrant's entry fails to conform to the foregoing or these Official Rules.

By entering the Sweepstakes, entrant agrees that Sponsor's decisions are final and binding in all matters relating to this Sweepstakes, including, but not limited to, interpretation and application of these Official Rules. By entering the Sweepstakes, entrants fully and unconditionally agree to be bound by these Official Rules and the decisions of Sponsor, which will be final and binding in all matters relating to the Sweepstakes.

By submitting an entry, entrant hereby grants permission for the entry to be published and publicly displayed on www.refinery29.com and other websites, applications, or social media platforms (including those of Sponsor). Entrant agrees that Released Parties (as defined below) are not responsible for any unauthorized use of entries by third parties. Released Parties do not guarantee the posting of any entry.

- 5. PRIZE SELECTION/ODDS:** The winning entry for the prize will be chosen in a random drawing from all eligible entries during the Sweepstakes Period on or about January 1, 2020. Odds of winning depend on the number of eligible entries received for the drawing. Subject to verification of eligibility and compliance with these Official Rules, the entrant that entered the winning entry chosen as determined by the Sponsor, will be deemed the potential prize winner.
- 6. WINNER NOTIFICATION:** On or about January 1, 2020, the potential Sweepstakes winner will be notified. If an email address has been provided by a potential winner, that potential winner will be notified via email at the email address provided by potential winner. A potential winner must respond to Sponsor's notification within five (5) business days after the date of notification. A potential winner's failure to respond to the prize notification within the specified five (5) business days will be considered such potential winner's forfeiture of the prize and an alternate winner may be selected from the pool of eligible entries. If an entrant is found to be ineligible, an alternate winner may also be selected from the pool of eligible entries. After initial contact has been made, subsequent communication may take place via e-mail or telephone. A potential winner may be required to sign and return, where legal, an Affidavit/Declaration of Eligibility, Liability/Publicity Release and/or rights transfer document within seven (7) calendar days of receipt. If such document is not returned within the specified time period, a prize or prize notification is returned as undeliverable, or a potential winner is not in compliance with these Official Rules, that potential winner's prize will be forfeited and an alternate winner will be selected. Upon prize forfeiture, no compensation will be given. In the event of a dispute as to the identity of any potential winner, Sponsor reserves the right in its sole discretion to select another winner and the unidentifiable potential winner will forfeit all rights to a prize.
- 7. PRIZE(S):** One (1) winner will receive the following: Two (2) three (3) month memberships at one (1) F45 gym at a F45 location of the winner's choosing (approximate retail value ["ARV"]: \$750 per membership); one (1) Lionheart Performance Monitor (ARV: \$50); two (2) sets of APL assorted shoes and gear (ARV: \$500 per set). Prize is subject to applicable terms and conditions.

The total approximate retail value of the Prize is \$2,550. The Prize is non-transferable. No substitutions or cash redemptions. In the case of unavailability of the Prize, Sponsor reserves the right to substitute the Prize with a prize of equal or greater value. Unclaimed prizes will not be awarded. All unspecified expenses are the responsibility of winner. Limit one (1) prize per person or household.

The prize is awarded "as is" with no warranty or guarantee, either express or implied. The winner is responsible for all applicable federal, state and local taxes, if any, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided. Where applicable, taxes may be withheld by Sponsor and Sponsor shall have no obligation to adjust the prize or otherwise compensate the winner for any taxes withheld. The winner agrees to furnish Sponsor with and/or execute any additional document requested by Sponsor in connection with the awarding of the prize.

- 8. GENERAL CONDITIONS:** By participating, each entrant agrees: (a) to abide by these Official Rules and decisions of Sponsor, which shall be final and binding in all respects relating to this Sweepstakes; and (b) to the use of his/her name, voice, performance, photograph/video, image and/or likeness for editorial, administrative, programming, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsor and its designees, without compensation (unless prohibited by law) or additional consents from entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so. By participating, entrant also agrees not to release any publicity or other materials on their own or through someone else regarding their participation in the Sweepstakes without the prior consent of the Sponsor, which it may withhold in its sole discretion.
- 9. LIABILITY:** BY PARTICIPATING, ENTRANTS AND THE WINNER AGREE TO RELEASE AND HOLD HARMLESS SPONSOR, F45 TRAINING PTY LTD, AND THEIR ADVERTISING AND PROMOTIONS AGENCIES AND THEIR RESPECTIVE PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, PARTNERS, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, EMPLOYEES, SHAREHOLDERS, OFFICERS AND DIRECTORS (COLLECTIVELY, "RELEASED PARTIES"), FROM ANY AND ALL LIABILITY, FOR LOSS, HARM, DAMAGE, INJURY, COST OR EXPENSE WHATSOEVER INCLUDING WITHOUT LIMITATION, PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH WHICH MAY OCCUR IN CONNECTION WITH, PREPARATION FOR, TRAVEL TO, OR PARTICIPATION IN SWEEPSTAKES, OR POSSESSION, ACCEPTANCE AND/OR USE OR MISUSE OF PRIZE OR PARTICIPATION IN ANY SWEEPSTAKES-RELATED ACTIVITY AND FOR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, INVASION OF PRIVACY, COPYRIGHT INFRINGEMENT, TRADEMARK INFRINGEMENT OR ANY OTHER INTELLECTUAL PROPERTY-RELATED CAUSE OF ACTION. THE FOREGOING LIABILITIES ARE TO THE MAXIMUM EXTEND PERMITTED BY APPLICABLE LAW.
- 10. ARBITRATION/GOVERNING LAW:** EXCEPT WHERE PROHIBITED BY LAW, AS A CONDITION OF PARTICIPATING IN THIS PROMOTION, ENTRANT AGREES THAT (1) ANY AND ALL DISPUTES AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS PROMOTION, OR ANY PRIZES AWARDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY FINAL AND BINDING ARBITRATION UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION AND HELD IN THE STATE OF NEW YORK, CITY OF NEW YORK; (2) THE FEDERAL ARBITRATION ACT SHALL GOVERN THE INTERPRETATION, ENFORCEMENT AND ALL PROCEEDINGS AT SUCH ARBITRATION; AND (3) JUDGMENT UPON SUCH ARBITRATION AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES, INCLUDING ATTORNEYS' FEES, OTHER THAN ENTRANT'S ACTUAL OUT-OF-POCKET EXPENSES (I.E., COSTS ASSOCIATED WITH PARTICIPATING IN THIS PROMOTION), AND ENTRANT FURTHER WAIVES ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR INCREASED. THE ARBITRATION SHALL BE CONDUCTED IN THE STATE OF NEW YORK, CITY OF NEW YORK.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Sweepstakes, the parties

irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to the County of New York in the State of New York. The parties agree not to raise the defense of forum non conveniens.

- 11. USE OF DATA:** Sponsor will be collecting personal data about entrants, in accordance with its privacy policy. Please review Sponsor's privacy policy <http://www.refinery29.com/privacy>. By participating in the Sweepstakes, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.
- 12. MISCELLANEOUS:** Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, illegible, stolen, delayed, misdirected, undelivered, or garbled Entries; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or 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 Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, the drawing for the prize, the announcement of the prize, or the incorrect uploading of any Sweepstakes-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Sweepstakes or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Sweepstakes or the applications or websites of any Released Party, or who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. Should any portion of the Sweepstakes be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Sweepstakes and, if terminated, at its discretion, select the potential winner from all eligible, non-suspect entries received prior to action. Notwithstanding the foregoing, Sponsor may seek equitable relief in any court of competent jurisdiction. If any provision of these rules is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that these rules otherwise remain in full force and effect and enforceable. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE SPONSOR'S WEBSITES OR APPLICATIONS OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.
- 13. REQUEST FOR WINNER:** For the name of the winners, available after January 1, 2020 through January 31, 2020, send a self-addressed, stamped, envelope to: Refinery29 x F45 Sweepstakes, Refinery 29 Inc., 225 Broadway, 23rd Floor, New York, NY 10007. Vermont residents may omit return postage.
- 14. Sponsor:** Refinery 29 Inc., 225 Broadway, 23rd Floor, New York, NY 10007.