24 HOUR FITNESS® 30-DAY HAPPY TOGETHER CHALLENGE SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID OUTSIDE THE 50 UNITED STATES, DISTRICT OF COLUMBIA, AND WHERE OTHERWISE PROHIBITED.

ELIGIBILITY: The 24 Hour Fitness® 30-Day Happy Together Challenge Sweepstakes (the "Sweepstakes" or "Promotion") is open to legal residents of California, Colorado, Florida, New Jersey, New York, Oregon, Texas, Nevada, Virginia, Hawaii, and Washington who are 18 years of age or older at the time of entry, and are 24 Hour Fitness members in good standing prior to the start of the Sweepstakes. Void where prohibited. Employees of 24 Hour Fitness USA LLC, Inc. ("24 Hour Fitness") (the "Sponsor"), and Southport Marketing, Inc. (the "Administrator"), and Woodbolt Distribution, LLC and, collectively, each company's advertising, promotion and marketing agencies and prize suppliers, (collectively, the "Releasees") and each of their immediate family members (spouse, parents, children, siblings, and their respective spouses, regardless of where they live) and individuals living in the same households of each of these individuals, whether related or not, are not eligible to enter or win. The Sweepstakes is subject to all applicable federal, state, and local laws.

SWEEPSTAKES TIMING: The Sweepstakes begins at 12:00:00 a.m. Pacific Time ("PT") on March 14, 2022, and ends at 11:59:59 p.m. PT on April 12, 2022 ("Promotion Period"). The Sponsor's computer, or that of its designee, runs the <u>official</u> clock for the Sweepstakes and will solely determine the time by which an entry is received.

HOW TO ENTER: Members can enter the 30-Day Happy Together Challenge by registering at https://24hfevents.com/happy-together-challenge/. By entering, Entrant acknowledges compliance with these Official Rules including all eligibility requirements herein.

There are two (2) ways to enter the Sweepstakes during the Promotion Period:

Automatic Entry by Activities: An Eligible Entrant can earn a maximum of one-hundred-twenty (120) entries based on activities he or she engages in during the Promotion Period. Entrants will receive entries equal to the number of activities they participate in (up to a maximum of one-hundred-twenty (120) entries) during the Promotion Period. Entrants can earn entries five (5) ways:

- Check into a 24 Hour Fitness® club
- Reserve a GX24® studio class
- Complete a 24GO® workout
- Complete a Happy Together GX24® virtual class
- Complete a 24 Hour Fitness® Personal Training session

Alternate method of entry: Hand print your name and your 24 Hour Fitness® account number, complete mailing address, daytime telephone number, valid email address associated with your Member ID and Checkin Code, and the words "24 Hour Fitness® 30-Day Happy Together Challenge Sweepstakes" on a plain piece of paper & mail it in a sealed, stamped & hand-printed envelope to: 24 Hour Fitness® 30-Day Happy Together Challenge Sweepstakes, 3233 Mission Oaks Blvd. #J, Camarillo, CA 93012. All entries must be post marked by April 12, 2022 and received by April 21, 2022. Mailed entries are assessed as double-blind and are given the same weight (number of entries) as the maximum number of entries earned through activities by an eligible entrant during the Promotion Period. 30-Day Happy Together Challenge entries assessed to an entrant who mails in an entry are valid only for the Sweepstakes. No photocopied, computer-generated facsimiles, mechanically reproduced, or mass entries permitted. Entries received without complete information requested will be void. Sponsor is not responsible for late, lost, damaged, incomplete, illegible, postage-due or misdirected mail. Proof of mailing does not constitute proof of delivery. All entries become the property of the Sponsor and will not be acknowledged or returned.

DRAWING AND NOTIFICATION OF POTENTIAL WINNERS: On or about April 22, 2022, the ten (10) Prize Winners (the "Potential Winner") will be randomly selected from among all eligible entries received by Southport Marketing, Inc., an independent judging organization. Decisions of the Sponsor will be final and binding on all matters relating to this Sweepstakes. Within three (3) business days of the drawing, the Potential Winner will be

notified via email address on file by the Sweepstakes Administrator and will be required to complete, sign, and return [1] an Affidavit of Eligibility and Liability Release and; where legal, a Publicity Release (collectively the "Affidavit"), [2] an IRS Form W-9 and furnish his/her social security number that will be used only for the purpose of reporting the Winner's prize earnings to the Internal Revenue Service, as required by law. All completed documents must be returned within five (5) days from prize notification date or the prize will be forfeited and awarded to an alternate Potential Winner. If the Potential Winner does not return the required documents within the stated timeframe, he/she will be disqualified, and an alternate Potential Winner will be determined. In the event of non-compliance with these rules, or if the prize or prize notification is unclaimed or returned as undeliverable, the prize will be forfeited and, at Sponsor's discretion, awarded to an alternate Potential Winner, time permitting. Sponsor is not responsible for a change of email address which may result in the Potential Winner not receiving initial prize notification.

PRIZES: Ten (10) Prize Winners ("Winners") will each receive a prize pack including: one (1) two-hundred-fifty dollar (\$250.00) Visa Gift Card, one (1) C4 Longboard, one (1) 24 Hour Fitness® Buddy Pass good for one (1) year, and two (2) foam roller water bottles. Approximate Retail Value ("ARV") of prize is \$1,000.00. Odds of winning depend upon the number of eligible entries received during the Promotion Period.

PRIZE RESTRICTIONS AND LIMITATIONS: Total number of prizes awarded for the entire Promotion will not exceed ten (10). Prize will be awarded provided that there are at least as many eligible entries as prizes offered and winner verified in accordance with these Official Rules. Terms and conditions as stated on the gift card will apply. Prize is not nontransferable, non-assignable and may not be redeemed for cash or otherwise substituted in whole or in part except as provided herein. Sponsor reserves the right, in its sole discretion, to substitute the prize (or a portion thereof) with cash or another prize of equal or greater value in the event the advertised prize (or a portion thereof) becomes unavailable for any reason.

By entering the Promotion, Entrants, agree to the use by Sponsor and its designees of their names, cities and states of residence and photographs/likenesses for advertising and promotional purposes for this and similar promotions, in any and all forms of media, now known or hereafter devised (including and without limitation, the Internet) without additional compensation, notification, or permission, except where prohibited by law. Upon request, Prize Winner must consent to such in writing.

ADDITIONAL TERMS AND CONDITIONS: Normal Internet access, phone, and usage charges imposed by Entrant's online or phone service may apply. Bulk, third-party, automated and/or repetitive electronic entries (including, but not limited to, any script, macro, bot or promotion service) will be disqualified. Any attempt by any Entrant to obtain more than the stated number of permitted entries by using multiple and/or different identities, forms, registrations, email addresses, logins, or any other methods will void that Entrant's Entry, and that Entrant may be disqualified at Sponsor's discretion. In the event of a dispute as to the identity of a specific Entrant, the Entry will be deemed to have been made by the registered account holder of the 24 Hour Fitness® member ID number or e-mail address as provided on the potential winning Entry selected, but only if that person meets all other eligibility criteria. A registered account holder is defined as the natural person who is assigned to an e-mail address account by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Potential Promotion Winner may be required to provide Sponsor with proof that he/she is the authorized account holder of the e-mail address account for the potentially winning Entry. If a dispute cannot be resolved to Sponsor's satisfaction, the Entry in question may be disqualified in Sponsor's sole discretion.

By entering the Promotion, each Entrant represents and warrants that he/she has read, understands and will follow the Official Rules. Entrants agree to indemnify and hold the Released Parties (defined below) harmless from and against any third-party claim, to the extent relating to any breach of any representation, warranty or covenant made by such Entrant in connection with his or her acceptance of these Official Rules. Those who do not abide by these Official Rules of the instructions of Sponsor and provide all required information will be disqualified in Sponsor's sole discretion. The decisions of the Sponsor are final and binding in all matters relating to this Promotion, including interpretation and application of these Official Rules.

GENERAL CONDITIONS: The Releasees are not responsible for the actions of Entrants in connection with the Promotion, including Entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Promotion. Persons found tampering with or abusing any aspect of this Promotion, or whom Sponsor believes to be causing malfunction, error, disruption or damage may be disgualified. Additionally, any attempt to cheat the Promotion, as determined at the sole and absolute discretion of Sponsor, may result in immediate disqualification of the Entrant, as well as other possible consequences, including disqualification from any and all existing and future promotions. WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DAMAGE THE WEBSITE OR APPLICATION ASSOCIATED WITH THIS PROMOTION OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Neither Sponsor nor anyone acting on its behalf will enter into any communications with any Entrant regarding this Promotion, except as expressly set forth in these Official Rules. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds to be attempting to tamper with or undermine the Entry process, the Website, and/or the legitimate operation of the Promotion; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. Sponsor and its agents are not responsible for: (1) any lost, late, incomplete, stolen, misdirected, undelivered, postage-due, delayed, garbled, incorrect or inaccurate information, whether caused by Entrants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to, malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the Entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries: (5) 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 Promotion; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Promotion or receipt or use or misuse of any prize. If, for any reason, the Promotion is not capable of running as planned, including infection by computer virus or bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor, which corrupt or affect the operation, administration, security, fairness, integrity, or proper conduct of this Promotion, Sponsor may, in its sole discretion, void any suspect entries and: (a) modify the Promotion or suspend the Promotion to address the impairment and then resume the Promotion in a manner that best conforms to the spirit of these Official Rules; or (b) terminate the Promotion and from among the eligible, non-suspect entries received up to the time of the impairment, conduct a random to award the Promotion prize.

LIMITATIONS OF LIABILITY AND RELEASES: By participating in this Promotion, Entrant agrees that Sponsor, Administrator, and each of their respective parent companies, affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing, website providers, web masters, and their respective officers, members, managers, general and limited partners, directors, employees, representatives, and agents (the Released Parties) will have no liability whatsoever for, and shall be held harmless by Entrants against, any liability for any injuries, losses or damages of any kind to persons, including personal injury or death, or property resulting, in whole or in part, directly or indirectly, from acceptance, possession, misuse, or use of the prize, entry, or participation in this Promotion or in any Promotion- or Prizerelated activity, or any claims based on publicity rights, defamation or invasion of privacy, or merchandise or other prize delivery. By participating in this Promotion, Entrant agrees that the Released Parties will not be responsible or liable for any injuries, damages, or losses of any kind, including direct, indirect, incidental, consequential, or punitive damages to persons, including death, or to property arising out of access to and use of the Website or Application associated with this Promotion or the downloading from and/or printing material downloaded from such Website and/or Application. If any use by Sponsor of the Entries causes it to be liable to any third party, Entrant agrees to indemnify, defend and hold harmless Sponsor and its agents, employees, affiliates, subsidiaries, representative and all related parties from and against any and all damages, costs, judgments and expenses (including reasonable attorneys' fees), which it incurs as a result of its use of the Entries. Released

Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in Entrant's e-mail or other account to receive messages. Without limiting the foregoing, everything regarding this Promotion, including the Website and prize is provided "as is" without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Some jurisdictions may not allow the limitations or exclusions of liability for incidental or consequential damages or exclusion of implied warranties, so some of the above limitations or exclusions may not apply. Check local laws for any restrictions or limitations regarding these limitations or exclusions.

<u>JURISDICTION</u>: Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the participant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with the laws of the State of California without giving effect to any choice of law or conflict of law rules (whether of the State of California, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California. In addition, any dispute relating to the Promotion (including these Official Rules) shall be brought in the appropriate state or federal court having jurisdiction over the subject matter located in the State of California. Entrants hereby irrevocably consent and submit to the personal jurisdiction of said courts and waive any claim of forum nonconveniens or lack of personal jurisdiction they may have.

<u>PRIVACY:</u> The personal information you submit when you enter in this Sweepstakes is collected by Sponsor and will be subject to Sponsor's Website Privacy Policy ("Policy"). To obtain a copy of the Policy, visit Sponsor's website at http://www.24hourfitness.com. Entrant understands that Entrant is providing information to the Sponsor and Administrator. As a condition of entering the Promotion, each Entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Promotion and complying with applicable laws, regulations, and rules. The information provided by Entrants will only be used for the purpose of contacting the Potential Winner. Sponsor and Administrator comply with federal CAN-SPAM guidelines and Entrants can opt-out of any promotional emails received by following the opt-out instructions in the email.

<u>WHO WON:</u> To obtain the name of the Winner, mail a self addressed stamped envelope by June 23, 2022, to: The 24 Hour Fitness® 30-Day Happy Together Challenge Sweepstakes, 3233 Mission Oaks Blvd. #J, Camarillo, CA 93012. The name will be sent once the drawing has been conducted and Winner verified.

SPONSOR & ADMINISTRATOR:

Sponsor: 24 Hour Fitness® USA, LLC, P.O. Box 2689, Carlsbad, CA 92018 Administrator: Southport Marketing, Inc., 3233 Mission Oaks Blvd. #J, Camarillo, CA 93012.

24 Hour Fitness, Southport Marketing, Inc. and each of their respective subsidiaries, affiliates, shareholders, officers, directors, members, managers, general and limited partners, agents, representatives, and employees will have no liability or responsibility for any claim arising in connection with participation in this sweepstakes or any prize awarded. CONSUMER DISCLOSURE: NO PURCHASE NECESSARY TO ENTER OR WIN.