

**24 HOUR FITNESS FIT:PERKS REWARDS PROGRAM 2019 Q3 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 Fit:Perks Rewards Program 2019 Q3 Sweepstakes (the “Sweepstakes” or “Promotion”) is open to legal residents of the fifty (50) United States and the District of Columbia, who are 18 (19 in Nebraska and Alabama and 21 in Mississippi) years of age or older at the time of entry, are 24 Hour Fitness members in good standing prior to the start of the Sweepstakes, and become FitPerks members during the sweepstakes (the “Entrant”). Becoming a FitPerks member is free. Void where prohibited. Employees of 24 Hour Fitness USA, Inc. (“24 Hour Fitness”) (the “Sponsor”), and Marden-Kane, Inc. (the “Administrator”), and their 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 July 1, 2019, and ends at 11:59:59 p.m. PT on September 30, 2019 (“Promotion Period”). The Sponsor’s computer, or that of its designee, runs the official clock for the Sweepstakes and will solely determine the time by which an entry is received.

**HOW TO ENTER:** By entering, Entrant acknowledges compliance with these Official Rules including all eligibility requirements herein.

There are three (3) ways to enter the Sweepstakes during the Promotion Period:

**Automatic Entry by joining Fit:Perks:** During the Promotion Period, an eligible 24 Hour Fitness Club Member (“Eligible Entrant”) who joins the Fit:Perks Rewards Program for themselves will receive one hundred points, equal to 100 Sweepstakes entries. Club members who are already FitPerks members will receive 100 Sweepstakes entries.

**Automatic Entry by Activities:** An Eligible Entrant can also earn entries based on activities he or she engages in during the Promotion Period. Entrants will receive entries equal to the number of points they earn during the Promotion Period. Further, as an Entrant levels up in Fit:Perks Program the number of entries will be multiplied (Bronze=2x, Silver=3x, Gold=5x). A chart of activities can be found in the Fit:Perks [Terms and Conditions](#).

**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 Fit:Perks account, and the words “24 Hour Fitness Fit:Perks Rewards Program 2019 Q3 Sweepstakes” on a plain 3” x 5” piece of paper & mail it in a sealed, stamped & hand-printed #10 envelope to: 24 Hour Fitness Fit:Perks Rewards Program 2019 Q3 Sweepstakes, P.O. Box 488, Syosset, NY 11791-0488. All entries must be post marked by September 30, 2019 and received by October 7, 2019. Mailed entries are assessed as double-blind and are given the same weight (number of entries) as the maximum number of FitPerks points earned through activities by an eligible entrant during the Promotion Period. Note that while FitPerks points earned through activities may have other benefits, FitPerks 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 WINNER:** On or about October 10, 2019, the First Prize Winner (the “Potential Winner”) will be randomly selected from among all eligible entries received by Marden-Kane, 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; [3] a Travel Information Form; and [4] both the Potential Winner and guest will be required to complete a Travel Release Form. 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.

**PRIZE: One (1) First Prize:** The First Prize winner ("Winner") will receive a trip for two to Seattle, WA. Prize includes round-trip coach airfare from a major gateway airport nearest winner's home to Seattle, Washington for winner and guest, three (3) nights standard hotel accommodations (double occupancy), round trip ground transportation from airport to hotel, and a \$300 gift card for winner only. Approximate Retail Value ("ARV") of prize is \$5,000, however, actual value may vary based on winner's location. Specific prize details and descriptions to be provided by Sponsor at time of award. 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 one (1). 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. Prize Winner is responsible for the payment of taxes on the prize and for any other costs and expenses associated with the acceptance and use of the prize.

**Additional conditions of trip:**

- Travel must be completed by June 30, 2020.
- Winner and guest must possess and are responsible for obtaining and must have valid ID or other required documentation for travel.
- Winner and guest are responsible for obtaining any travel insurance (and all other forms of insurance) that they may wish to obtain at their own expense and hereby acknowledges that the Sponsor has not and will not obtain or provide travel insurance or any other form of insurance.
- Prize does not include any other incidentals not mentioned in these Official Rules such as, but not limited to, special seating assignments and upgrades, baggage fees, alcoholic beverages, food, gratuities and tips, insurance, laundry service, merchandise, parking, room service, service charges, souvenirs and telephone calls. All other expenses not stated herein as part of the prize are the Winner's sole responsibility.
- Sponsor is not responsible if tickets, travel vouchers, certificates or other similar items are lost, stolen, or misplaced by Winner and will not be replaced or if booked transportations are missed, cancelled or delayed for any reason.
- Airline tickets issued in conjunction with the prize are not eligible for frequent flyer miles, and no code share flights may be used. The prize cannot be used in conjunction with any other promotion or offer. The Winner or Guest must provide the hotel with a valid credit card for incidentals (including room service, mini-bar and pay-per-view television) and/or damages to the hotel room.
- Ground transportation to/from the Winner's home/departure airport and transportation in Seattle are **NOT included** in the prize and is the responsibility of the Winner.
- Actual value of the trip depends on winner's residence or departure city. Specifics of prize package are subject to availability and Sponsor's sole discretion. Complete terms and conditions of trip will be furnished with prize notification. Other restrictions may apply.
- Winner and guest must travel together on the same itinerary, or prize will be forfeited and at Sponsor's discretion, awarded to an alternate winner. Travel arrangements must be made through Sponsor's agent, on a carrier of Sponsor's choice.

- Winner and guest are bound by the terms and conditions of all airlines, hotels and other third party service providers used in connection with the Prize.
- Winner will not receive cash or any other form of compensation if actual travel costs are less than the estimate made in these Official Rules.
- In no event is Winner entitled to the surplus, if any, between the stated retail value and the actual retail value of the First Prize.
- If Winner resides within a 100 mile radius of destination city, ground transportation may be provided in lieu of air transportation and no compensation or substitution will be provided for any difference in prize value.

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 disqualified. 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, 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 Prize-related 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.

**JURISDICTION:** 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.

**PRIVACY:** The personal information you submit when you enter in this Sweepstakes is collected by Sponsor and will be subject to Sponsor's 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.

**WHO WON:** To obtain the name of the Winner, mail a self addressed stamped envelope by October 15, 2019, to: The 24 Hour Fitness Fit:Perks Rewards Program 2019 Q3 Sweepstakes Winner, PO Box 778, San Ramon, CA, 94583. The name will be sent once the drawing has been conducted and Winner verified.

**SPONSOR & ADMINISTRATOR:** Sponsor: 24 Hour Fitness USA, Inc., PO Box 778, San Ramon, CA, 94583. Administrator: Marden-Kane, Inc., 575 Underhill Blvd, Ste. 222, Syosset, NY 11791.

*24 Hour Fitness, Marden-Kane and each of their respective subsidiaries, affiliates, shareholders, officers, directors, 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.*

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