

## 24 HOUR FITNESS GAME DAY SWEEPSTAKES

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

- 1. ELIGIBILITY:** The 24 Hour Fitness Game Day Scratcher Sweepstakes (the “Sweepstakes” or “Promotion”) is open to legal residents of the 50 US states, who are 18 years of age or older at the time of entry (the “Entrant”) and are in the vicinity of one of the enumerated areas outlined in these official rules in and around Denver, Colorado. Void where prohibited. Employees of 24 Hour Fitness USA, Inc. (“24 Hour Fitness”) (the “Sponsor”), the Denver Broncos (“Partner”) 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.
- 2. SWEEPSTAKES TIMING:** The Sweepstakes begins at or about the start time of the first distribution location, as outlined in section 3 of these Official Rules, on or about 6:00am Mountain Time (“MT”) on August 31, and ends at or about 11:59pm MT on March 31 (“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. During the Sweepstakes Period, you may only enter by collecting a scratcher at the designated locations listed in these official rules.
- 3. HOW TO ENTER:** By entering, Entrant acknowledges compliance with these Official Rules including all eligibility requirements herein. One Game Day Scratcher per listed event per person.

**A) Scratch and Win:** During the Promotion Period, a uniformed 24 Hour Fitness Club Representative will be handing out Game Day Scratchers (“Scratchers”) to qualified entrants at the Denver Broncos Partnership Events (“Distribution Locations”) listed in Section 3B of these Official Rules. Using a coin, gently rub off the Scratchers where indicated. If the resulting images is 4 footballs, you are a winner. If the resulting image is not 4 footballs, you may still redeem your Scratcher for a 3-day Pass to any 24-hour Fitness facility throughout the United States. Odds of winning the Grand Prize are 1:1000. Odds of winning a 3-Day Pass are 1:1.

**B) Distribution Locations** Scratchers will be distributed at the following locations: [FIT](#)  
August 31-September 1: Expo (2700 Scratchers at the 24 Hour Fitness Booth and in racer packets)

September 14: Junior Training Camp at 24 Hour Fitness (200 Scratchers)

October 12: GX Event at 24HF (300 Scratchers)

November 16: Crush Workout Event at Broncos Training Center (400 Scratchers)

September 21: New Club Opening at Lafayette (1000 Scratchers)

In addition, 400 Scratchers will be handed out at random locations or during sporting events throughout the Sweepstakes Period. In all cases, Scratchers will be handed while

supplies last. In the event that there are any Scratchers remaining after the last event, Sponsor will place a notice on its website and Entrants may send a self-addressed stamped envelope to 24 Hour Fitness [address].

#### 4. **REDEMPTION OF PRIZES:**

**3-Day Pass.** To redeem a 3-Day Pass at any time before April 31, 2020, simply bring your Scratcher to any 24 Hour Fitness location (sorry, no copies or facsimiles; you must have the original scratcher). The 3-day pass is valid beginning on your first day of usage at a club. Pass good at multiple locations. User must not have been a guest or member of 24 Hour Fitness within the last 6 months. Photo ID required. Local residents only. No other discounts can be used with this offer. Must be at least 18 years old or 12 with parent. Personal Training available to members only for an additional fee. Kids' Club, Personal/Group Training, specialty classes and class reservations available for additional fee. Incentives offered for memberships. Facilities and amenities vary. Not all clubs open 24 hours. Not for re-sale or transfer. No cash value. 3-day Passes are transferrable.

**One Year Membership.** If your Scratcher contains 4 footballs, you have won the Grand prize of a One Year Membership to a 24 Hour Fitness Location of your choice. You must redeem your prize on or before April 31, 2020. To redeem your membership, retain your original ticket, and email a photocopy of it to [partnerships@24hourfit.com](mailto:partnerships@24hourfit.com) with your name and mailing address. You ("Potential Winner") receive written confirmation via email or overnight courier and will be required to complete, sign, and return [1] a Declaration of Eligibility and Liability Release and a Publicity Release (collectively the "Declaration") and [2] an IRS Form W-9 and furnish your 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 ten (10) days from receipt of the Declaration prize notification date or the prize will be forfeited and no new Winner will be declared. Once the required documents have been returned, Potential Winner must mail the actual winning ticket to Sponsor at the address requested. Sponsor will not honor any photocopied or other versions of winning Scratcher; only the original winning Scratcher. Potential Winners will be responsible for mailing the ticket using proper postage, packaging, and delivery methods. Once received, Winner will receive a redemption receipt by overnight mail, which can be used to receive membership. Please note, Sponsor shall not replace and is not responsible for lost redemption codes.

5. **PRIZE: Five (5) Grand Prizes:** A 1 Year Membership to any 24 Hour Fitness Club. Average Retail Value ("RV") of prize is: up to \$700, depending upon location. Total Value of all prizes: \$3500. Winner not entitled to surplus between average cost and actual cost.
6. **PRIZE RESTRICTIONS AND LIMITATIONS:** Total number of prizes awarded for the entire Promotion will not exceed five (5). 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.

By claiming a Grand Prize, Winners 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.

7. **ADDITIONAL TERMS AND CONDITIONS:** Any attempt by any Entrant to obtain more than the stated number of permitted entries by using multiple and/or different identities, proxies, or any other methods will void any Prize revealed by Scratcher.

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.

8. **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, including without limitation, making counterfeit copies of Scratchers. 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 and the authorities may be contacted for further action. 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. 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 Scratcher distribution process, 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, delayed, garbled, incorrect or inaccurate information, whether caused by Entrants, printing errors on the Scratcher, 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, Scratcher malfunctions; (3) unauthorized human intervention in any part of the Scratcher or delivery process; (4) technical or human error which may occur in the administration of the Promotion including 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. PLEASE NOTE THAT IN THE EVENT AN ERROR PRODUCES MORE THAN 5 GRAND PRIZE WINNERS, ONLY THE FIRST 5 TO REDEEM THE PRIZE SHALL BE HONORED. If, for any reason, the Promotion is not capable of running as planned, including 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.

9. **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.
  
10. **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 to the personal jurisdiction of said courts and waive any claim of forum nonconveniens or lack of personal jurisdiction they may have.

11. **PRIVACY:** The personal information Winners submit when they claim prizes will be subject to Sponsor's Privacy Statement ("Statement"). To obtain a copy of the Statement, visit Sponsor's website at <http://www.24hourfitness.com>.
  
12. **WHO WON:** To obtain the name of the Winner, mail a self addressed stamped envelope by March 31, 2019, to: The 24 Hour Fitness Game Day Scratcher Sweepstakes Winner, PO Box 778, San Ramon, CA, 94583. The name will be sent once the drawing has been conducted and Winner verified.
  
13. **SPONSOR & ADMINISTRATOR:** 24 Hour Fitness USA, Inc., PO Box 778, San Ramon, CA, 94583.