

## TRX® “HELP US CREATE THE FUTURE” TRAINER SURVEY GIVEAWAY

### OFFICIAL RULES

NO PURCHASE IS NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. ENTRY IN THIS SWEEPSTAKES CONSTITUTES ACCEPTANCE OF THESE OFFICIAL RULES.

Sweepstakes Name: TRX® “Help Us Create the Future” Trainer Survey Giveaway - Win One (1) TRX® PRO4 SYSTEM (“Sweepstakes”)

Sponsor: Fitness Anywhere LLC, 1660 Pacific Ave, San Francisco, CA 94109 (“Sponsor”)

The Sweepstakes being administered by Sponsor is in no way sponsored, endorsed, administered by, or associated with any other party.

1. **ENTRANT ELIGIBILITY.** An "Entrant" is a person who (i) is a legal resident of the United States, (ii) is at least 18 years old and has reached the age of majority in the state in which he/she resides as of the time of entering the Sweepstakes, (iii) is not on the U.S. Bureau of Industry and Security’s Denied Persons or Entity Lists, is not on the U.S. Treasury Department’s list of Specially Designated Nationals, and is not on the US Department of Commerce’s Table of Denial Orders, and (iv) complies with the Method of Entry & Entry Requirements in Section 4 below. Officers, directors, shareholders, members, managers, partners, employees, agents, and representatives of Sponsor and each of its parent companies, subsidiaries, affiliates, and their promotion agencies, as well as, members of their immediate families (parents, siblings, children and spouses, regardless of where they live), and those persons living in the same household with such persons, whether related or not, are ineligible to enter or win. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations.

2. **ENTRY PERIOD.** The Sweepstakes begins at 12:00:00 a.m. Pacific Time (PT) on June 12, 2020 and ends at 11:59:59 p.m. Pacific Time (PT) on June 15, 2020 (the "Entry Period").

3. **DISQUALIFICATION.** Without limitation, an Entrant may be disqualified, at Sponsor's sole discretion, if (i) Entrant has a pending arrest or conviction for a felony or misdemeanor involving moral turpitude, (ii) Entrant is subject to a restraining order; (iii) Entrant fails to meet the Method of Entry & Entry Requirements in Section 4; or (iv) Entrant violates or fails to comply with these Official Rules.

4. **METHOD OF ENTRY & ENTRY REQUIREMENTS.** Entry to the Sweepstakes is limited to one (1) entry per Entrant/person. Any person who both (i) fully completes the TRX survey received via email on June 12, 2020 with the subject line “Help Us Create the Future” and (ii) provides their email in the survey response will automatically be considered an Entrant to the Sweepstakes. All entries become the sole property of Sponsor and no entry will be acknowledged or returned. In the event of a dispute regarding who submitted any entry, the entry will be deemed submitted by the person who owns the email account entered into the survey response, as long as such person is otherwise eligible in accordance with these Official Rules.

5. **SELECTION OF WINNERS & NOTIFICATION.** The Sweepstakes will be conducted through a single drawing. There will be exactly twenty (20) prizes awarded to selected winners. Winners (“Winners”) of these prizes, which are described more fully in Section 6 below, will be determined by random drawing conducted by Sponsor or its designated agent on or about June 19, 2020. Sponsor will determine at its

sole reasonable discretion if any Winner is qualified and eligible, and no Winner may receive more than one (1) prize in connection with the Sweepstakes. If a Winner is disqualified or ineligible for any reason, such as residing in a location where the Sweepstakes is prohibited or restricted by law, then an alternate winner will be selected by Sponsor by random drawing from among the remaining eligible entries. Sponsor will contact all potential Winners using the contact information provided at the time of entry. Winners may be required to complete, sign and return a certificate or affidavit of eligibility, a liability release, and, where lawful, a publicity release within five (5) calendar days of notification. In the event of failure to return the documents and/or requested information, or the return of any prize notification as being undeliverable, Winner will forfeit the applicable prize and an alternate Winner may be selected by Sponsor in the same manner as the original random drawing. All decisions of Sponsor are final. Odds of winning each prize are dependent upon the number of eligible entries received. Unclaimed prizes will not be awarded. All prizes legitimately claimed will be awarded.

6. PRIZES. The prize awarded to each Winner will consist of one (1) TRX PRO4 SYSTEM with an individual approximate retail value of \$249.95. If requested, each Winner shall provide Sponsor with valid identification and a valid taxpayer identification number, social security number or equivalent as a condition of any prize being awarded. Prizes are not transferable, redeemable for cash or exchangeable for any other prize, except with Sponsor's consent. The cumulative total approximate retail value ("ARV") of all prizes awarded in the Sweepstakes is \$4,999.00 (which is the total retail value for 20 TRX PRO4 SYSTEMS that are to be awarded as prizes to Winners).

7. PRIVACY POLICY; TERMS FOR TRX PRO4 SYSTEM. Information submitted by Entrant will be subject to Sponsor's Privacy Policy, available online at <http://www.trxtraining.com/privacy-policy> (collectively, the "Policy"). By entering the Sweepstakes, Entrant acknowledges that Entrant has read and agreed to the Policy, and that Entrant consents to the collection, use and disclosure of Entrant's personal information in accordance with the Policy. By entering the Sweepstakes, Entrant also agrees that if Entrant is selected as a Winner, then Entrant is bound by the terms, conditions, instructions for use and applicable warranty provided for the TRX PRO4 SYSTEM.

8. GENERAL CONDITIONS. Sponsor and each of its employees, officers, shareholders, unitholders and directors will not have any obligation or responsibility, including any responsibility to award any prize to Entrants, with regard to: (a) entries that contain inaccurate information or do not comply with or violate the Official Rules; (b) entries, prize claims or notifications that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind; (c) Entrants who have committed fraud or deception in entering or participating in the Sweepstakes or claiming a prize; (d) telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties; (e) any inability of any Winner to accept the prize for any reason; (f) if a prize cannot be awarded due to delays or interruptions due to Acts of God, natural disasters, terrorism, weather or any other similar event beyond Sponsor's reasonable control; or (g) any damages, injuries or losses of any kind caused by any prize or resulting from awarding, acceptance, possession, use, misuse, loss or misdirection of any prize or resulting from participating in this Sweepstakes or any promotion or prize related activities. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be: (i) tampering with the entry process or the operation of the Sweepstakes, or with any website promoting the Sweepstakes; (ii) acting in violation of the Official Rules; or (iii) entering or attempting to enter the Sweepstakes multiple times through the use of any robotic or automated devices to submit entries. If Sponsor determines, in its sole discretion, that technical difficulties or unforeseen events compromise the integrity or viability of the Sweepstakes, Sponsor reserves the right to void the entries at issue, and/or terminate the relevant portion of the

Sweepstakes, including the entire Sweepstakes, and/or modify the Sweepstakes and/or award any prize from all eligible entries received as of the termination date. ANY PERSON ATTEMPTING TO DEFRAUD SPONSOR OR IN ANY WAY TAMPER WITH, DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES WILL BE DISQUALIFIED AND MAY BE SUBJECT TO CIVIL AND/OR CRIMINAL PROSECUTION. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

9. LIMITATION OF LIABILITY; RELEASE. Sponsor and its employees, agents and representatives (collectively "Released Parties") will not be liable for any injury, damage, loss, expense, accident, delay, inconvenience, or other irregularity that may be caused or contributed to (i) by any wrongful, negligent, or unauthorized act or omission of any third party, or (ii) by any cause, condition, or event beyond the control of the Released Parties, including, without limitation, any act of God, war, terrorism, riot, hurricane or fire. BY ENTERING THE SWEEPSTAKES, ENTRANT FULLY AND UNCONDITIONALLY RELEASES, DISCHARGES AND HOLDS HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, COSTS, EXPENSES, ATTORNEY'S FEES, DAMAGES AND OTHER LIABILITIES ARISING OUT OF OR RELATING TO ENTRANT'S PARTICIPATION IN THIS SWEEPSTAKES AND SWEEPSTAKES RELATED ACTIVITIES (SUCH AS ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE), INCLUDING, WITHOUT LIMITATION BUT TO THE EXTENT PERMISSIBLE BY APPLICABLE LAW, DEMANDS, CLAIMS AND CAUSES OF ACTION FOR NEGLIGENCE, DAMAGES TO PROPERTY, BODILY INJURY (INCLUDING DEATH), PROPERTY DAMAGE, LOSS OF BUSINESS, LOSS OF CONSORTIUM, CONSEQUENTIAL DAMAGES, PUNITIVE DAMAGES AND ALL OTHER FORMS OF CLAIMS, LIABILITIES AND DAMAGES.

10. DISPUTE RESOLUTION. All disputes arising under or relating to the Sweepstakes and/or these Official Rules will be governed by the laws of California, without regard for conflicts of laws principles. All disputes arising under or relating to the Sweepstakes and/or these Official Rules shall be submitted to and resolved by binding arbitration in San Francisco, California, any award shall be confirmed in the courts situated in San Francisco County, California. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall include a written record of the arbitration hearing.

11. WINNERS LIST/OFFICIAL RULES: To obtain a copy of the Official Rules and Winners list, send a self-addressed stamped envelope to Sponsor at the address set forth above. All such requests must be received within four (4) weeks after the end of the Sweepstakes. Vermont residents may omit postage. Only the first name and first initial of the last name of each Winner will be provided.