

Win a TRX® Suspension Trainer™ or Ultimate TRX Home Gym!

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: Win a TRX® Suspension Trainer™ or TRX Ultimate Home Gym! ("Sweepstakes")

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

The Sweepstakes hosted by Sponsor is in no way sponsored, endorsed, administered by, or associated with Facebook, Twitter, or Instagram.

1. **ENTRANT ELIGIBILITY.** An "Entrant" is a person who (i) is a legal resident of the United States (not including New York or Florida), (ii) is at least 18 years old and has reached the age of majority in any state in which he/she resides other than New York or Florida 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, its parent companies, subsidiaries, affiliates, and promotion agencies are ineligible to enter.

2. **ENTRY PERIOD.** The Sweepstakes begins at 12:00:00 a.m. Pacific Daylight Time (PDT) on August 21, 2018 and ends at 11:59:59 p.m. Pacific Daylight Time (PDT) on October 10, 2018 (the "Entry Period").

3. **DISQUALIFICATION.** Without limitation, an Entrant may be disqualified, at Sponsor's sole discretion, if (i) Entrant is a resident of New York or Florida, (ii) Entrant has a pending arrest or conviction for a felony or misdemeanor involving moral turpitude, (iii) Entrant is subject to a restraining order; (iv) Entrant fails to meet the Method of Entry & Entry Requirements in Section 4; or (v) 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, except in the event a person enters the Sweepstakes through submission of a photo or video as further described herein. To enter the Sweepstakes, you may access Sponsor's website page at <https://get.trxtraining.com/made2move> successfully complete the entry form and provide all of the required information to receive one (1) entry into the Sweepstakes. Incomplete and/or multiple entries via Sponsor's website page will be disqualified. An individual may also enter the Sweepstakes by uploading or posting a photo or video of the individual using the TRX® SUSPENSION TRAINER™ in any location and using the hashtag #Made2Move and tagging @trxtraining in the copy accompanying the photo or video.

Individuals who enter the Sweepstakes pursuant to the foregoing will be eligible to receive up to five (5) additional entries into the Sweepstakes via the same entry process of submitting a photo or video that satisfies the entry criteria. Third party entry and/or entry through a sweepstakes service is not permitted. All entries (including accompanying photos or videos) become the sole property of Sponsor and no entry will be acknowledged or returned.

5. SELECTION OF WINNERS & NOTIFICATION. One hundred and one (101) winners (“Winners”) will be determined by random drawing which will be conducted by Sponsor. Sponsor will select the one hundred and one (101) Winners on October 11, 2018. Sponsor will determine at its sole reasonable discretion if any Winner is qualified and eligible. 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 may be chosen. Sponsor will contact all Winners using the contact information provided by Winners when completing the entry form within five (5) calendar days following Sponsor’s selection of the Winners. 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 number of eligible entries received.

6. PRIZES. One hundred (100) Winners will each receive one (1) TRX Suspension Trainer (which may consist of either a Home2 System or Pro4 System as determined by Sponsor) with an individual approximate retail value of \$240.00. One (1) Winner will receive the Grand Prize Ultimate Home Gym Package with such prize package having an approximate retail value of \$1,500 and consisting of: one (1) TRX Home2 System, one (1) TRX Pro4 System, one (1) TRX Rip Trainer, two (2) TRX X-Mounts, one (1) 10 LB Slam Ball, one (1) 15 LB Slam Ball, one (1) 6 LB Wall Ball (14”), one (1) 10 LB Wall Ball (14”), one (1) 30 FT Battle Rope, one (1) 6 KG Kettlebell, one (1) 12 KG Kettlebell, two (2) Full Set of TRX Strength Bands, two (2) Full Set of TRX Mini-bands, and two (2) TRX Mats. 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. The cumulative total approximate retail value (“ARV”) of all prizes is approximately \$25,000. The ARV may differ at time of prize award. The specifics of any prize will be solely determined by Sponsor. No cash or other prize substitution will be permitted except at Sponsor’s discretion. None of the prizes are nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, will be the sole responsibility of Winner. Each Winner must provide the Sponsor with his/her social security number for tax purposes. IRS Form 1099s will be issued in the name of the Winner for the actual value of the prize received. No substitution of any prize or any transfer/assignment of a prize to others or request for the cash equivalent by any Winner is permitted. Acceptance of any prize constitutes permission for Sponsor to use Winner’s name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

7. **RIGHTS GRANTED BY ENTRANTS.** For those Entrants who enter the Sweepstakes through submission of eligible content (e.g., photo, video, caption, text, etc.), the Entrant understands and agrees that Sponsor, anyone acting on behalf of Sponsor, and Sponsor's licensees, successors, and assigns, will have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the world, without limitation, the Entrant's entry content, name, portrait, picture, voice, likeness, image, statements about the Sweepstakes, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes without any further compensation, notice, review, or consent. Furthermore, Entrant represents and warrants that its entry content is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, Entrant will be disqualified at the sole discretion of Sponsor. If the content of Entrant's entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, Entrant will, at its sole expense, defend or settle against such claims. Entrant will indemnify, defend, and hold harmless Sponsor from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which Sponsor may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

8. **PRIVACY.** 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 picked as an applicable Winner, then Entrant is bound by the terms, conditions, and applicable warranty provided with the TRX products awarded.

9. **GENERAL CONDITIONS.** Sponsor, its employees, officers, shareholders, 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 multiple email addresses or 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.

10. LIMITATION OF LIABILITY; RELEASE. Sponsor, Facebook, Instagram, Twitter, and their respective 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.

11. 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.

12. 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.