

## **CRUNCH FITNESS 30<sup>TH</sup> ANNIVERSARY SWEEPSTAKES OFFICIAL RULES**

**NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN SWEEPSTAKES. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING A PRIZE IN THIS SWEEPSTAKES.**

**SPONSOR:** Crunch, LLC, 22 West 19<sup>th</sup> Street, New York, NY 10011.

**TIMING:** The Crunch Fitness 30<sup>th</sup> Anniversary Sweepstakes ("Sweepstakes") begins at 12:00:00 AM Eastern Daylight Savings Time ("EDT") on September 1, 2019 and ends at 11:59:59 PM EDT on September 30, 2019 (hereinafter, "Sweepstakes Period").

**ELIGIBILITY:** ENTRANTS MUST BE LEGAL RESIDENTS OF THE FORTY-EIGHT (48) CONTIGUOUS UNITED STATES, THE DISTRICT OF COLUMBIA AND PUERTO RICO WHO ARE AT LEAST 21 YEARS OLD AT TIME OF ENTRY TO BE ELIGIBLE. SWEEPSTAKES VOID IN ALASKA, HAWAII AND WHERE PROHIBITED BY LAW. You may enter this Sweepstakes only as a natural person. Employees, officers and agents of Sponsor, Centra360 ("Sweepstakes Administrator") and Sponsor's respective authorized licensees, and each of their respective affiliates, agents, officers, employees, subsidiaries, vendors, advertising and promotion fulfillment and/or judging agencies (collectively, the "Released Entities"), and the immediate family members of each are not eligible to enter or win a prize in the Sweepstakes. For purposes of this paragraph, "family member" means a spouse, parent, sibling, child, son-in-law, daughter-in-law and all lineal descendants, including those by adoption. Sweepstakes subject to all applicable federal, state, and local laws and regulations. Any person who has been convicted in a court of law or entered a plea of guilty or no contest to any felony or any crime involving moral turpitude, dishonesty or theft, or who has been convicted in a court of law or entered a plea of guilty or no contest to Driving While Intoxicated within the 10-year period prior to September 1, 2019 will not be eligible to win.

**HOW TO ENTER:** During the Sweepstakes Period, to enter you ("Entrant") may; (i) go to [Crunch.com/NoJudgmentsIsland](http://Crunch.com/NoJudgmentsIsland) and complete an Entry Form by submitting your name, a valid email address, mailing address, phone number including area code and your birth date to earn one (1) entry; and/or (ii) have an active and non-protected Instagram account or sign up for a free Instagram account at [www.instagram.com](http://www.instagram.com) and repost the Sweepstakes image dedicated for instagram (as noted on the website [should be more specific as to what website – assume Crunch?]) using the hashtags #NoJudgmentsIsland and #Sweepstakes; and/or (iii) have an active and non-protected Twitter account or sign up for a free Twitter account at [www.twitter.com](http://www.twitter.com) and repost the Sweepstakes image dedicated for Twitter (as noted on the website) using the hashtags #NoJudgementsIsland and #Sweepstakes (i, ii, and iii, each an "Entry" and ii and iii, each a "Social Media Entry"). Social Media Entries must include the required Hashtags #NoJudgementsIsland and #Sweepstakes to be eligible. Entry content will not be judged. By submitting a Social Media Entry, each entrant consents to receive from the Sponsor a reply Instagram message or Twitter message and, if applicable, an Instagram direct message and Twitter direct message or email notifying such entrant that he/she is a potential prize winner. Social Media Entrants will be required to have a public account in order to accept an eligible Entry hashtag. Entries posted by a protected Instagram account or Twitter account will not be recognized. Each Entrant is limited to one (1) Entry per each different Entry method used, for a maximum of three (3) Entries per Entrant. Duplicate Entries or multiple Entries made by an Entrant in excess of the number allowed will be disqualified. THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH, TWITTER OR INSTAGRAM; YOU ARE PROVIDING YOUR INFORMATION TO SPONSOR AND NOT TO TWITTER OR INSTAGRAM.

Your Entry constitutes your consent to participate in this Sweepstakes and your consent for Sponsor to obtain and deliver your name, address and other information to Sweepstakes Administrator for the purpose of administering this Sweepstakes as well sending you an email confirming the receipt of your Entry. Your Entry further constitutes your consent to receive commercial e-mails from Sponsor (all such information provided to Sponsor is subject to, and will be treated in a manner consistent with Sponsor's Privacy Policy available at [www.crunch.com/privacy-policy](http://www.crunch.com/privacy-policy); you may opt-out of receiving commercial emails from Sponsor at any time in accordance with Sponsor's Privacy Policy.) Eligibility to participate in the Sweepstakes is not dependent upon Entrant's continued consent to receive such e-mails; and opting out of receiving such e-mails and updates will not impact any Entrant's chances of winning. Use of robotic, automatic, or macro devices is not valid for Entry. **Any Entry that is submitted with the use of a**

**robotic, automated or macro device will be void.** All Entries become the property of the Sponsor upon submission and will not be acknowledged or returned and the Sponsor has the right to dispose of the Entries at Sponsor's discretion.

Entries made via Twitter or Instagram may not contain, as determined by Sponsor's sole discretion, any content that:

- Is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; obscene or offensive;
- Feature celebrities, public figures or animated characters;
- Promotes irresponsible or excessive consumption of alcohol; promotes illegal drugs, tobacco, firearms/weapons, or any particular political agenda or message;
- Defames, misrepresents or contains disparaging remarks about other people or companies;
- Contains trademarks, trade names or copyrighted materials owned by others, except those owned by Sponsor for which Sponsor has provided Entrant a limited license to use as it relates to the Promotion;
- Contains any personal identification, such as license plate numbers, personal names (other than just first name), email or street addresses;
- Communicates messages inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate;
- Contains competitive products of Sponsor; and/or
- Violates any law or infringes upon the rights of any other person or company.

Sponsor reserves the right to monitor Entries prior to posting them on Sponsor's social media platforms, including but not limited to Instagram or Twitter. By entering this Promotion, each Entrant acknowledges that his/her Social Media Entry may be posted at Sponsor's website or social media platforms, including but not limited to Instagram and Twitter in Sponsor's sole discretion. Sponsor has no obligation to use or post any Social Media Entry submitted by any Entrant. **The use of a Social Media Entry by Sponsor or any Released Entity does not have any effect on the winner selection process.** Social Media Entries posted are the views/opinions of the individual Entrant and do not reflect the views of Sponsor in any manner. By entering the Sweepstakes, each Entrant grants Sponsor and the Released Entities a worldwide, irrevocable, exclusive, assignable, transferable, unqualified, unrestricted, royalty-free license and right to edit, modify, publish, use, reuse, distribute, display, copy and otherwise exploit a Social Media Entry or any part thereof (with or without the Entrant's name and city/state), and any materials based thereon or derived therefrom, in any manner and in any media (whether now known or later developed), for any lawful purposes whatsoever (noncommercial or commercial), including, without limitation, for use in commercial packaging and point-of-sale materials, or for promotion, marketing or advertising of Sponsor, or any Released Entity, in any medium (whether now or hereafter known) throughout the world in perpetuity without further permission, notification, consideration, or payment to the Entrant, except where prohibited by law. In addition, each Entrant forever waives in favor of Sponsor all rights of "Droit Moral" or "Moral Rights of Authors" or any similar rights or principles of law that may preclude the use of the Social Media Entry (or any part thereof) as granted herein, or require Entrant's permission to use the Social Media Entry (or any part thereof) for the purposes stated herein. By submitting your Social Media Entry, you warrant and represent that (i) your Social Media Entry is original work and was created solely by you, has not been previously published, and has not won previous awards, does not incorporate any material owned by any third party; (ii) the use of the Social Media Entry as described herein will not violate any law or infringe upon the rights of any third party; and (iii) you have obtained permission from any person or from a parent/legal guardian of any minor whose name or likeness is used in the Social Media Entry. If, in the sole discretion of Sponsor, the Social Media Entry violates any law or infringes upon the rights of any third party, is inaccurate, incomplete or irregular in any way, or otherwise does not comply with these Official Rules or is deemed inappropriate, the Sponsor may disqualify the Social Media Entry. Use of a mobile device to participate in this Promotion is not required. If you use a mobile device to enter or to post updates from Instagram and/or Twitter, message and data rates may apply, and Entrants will be solely responsible for any and all applicable charges. Please consult your wireless-service provider regarding its pricing plans. By submitting an Entry, Entrant agrees to abide by the terms of these Official Rules, the decisions of the Sponsor and Released Parties, the Sponsor's Privacy Policy available at, [www.crunch.com/privacy-policy](http://www.crunch.com/privacy-policy), Instagram's Privacy Policy and Twitter's Privacy Policy.

**DIGITAL MILLENNIUM COPYRIGHT ACT:** Once an Image is entered into the Sweepstakes, any such posting will be deemed made at the direction of the Entrant within the meaning of the Digital Millennium Copyright Act and the Communications Decency Act. EACH ENTRANT REPRESENTS, UNDERSTANDS AND ACKNOWLEDGES THAT HE/SHE WILL NOT BE PAID FOR OR RECEIVE ANY FORM OF COMPENSATION OR ROYALTY (OTHER THAN THE PRIZE STATED HEREIN IF SELECTED AS A PRIZE WINNER) IN EXCHANGE FOR GRANTING SPONSOR THE NON-EXCLUSIVE LICENSE RIGHTS OR FOR ANY SUBSEQUENT USE OF SUCH IMAGE BY SPONSOR. If requested, Entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights Entrant is granting to use the Image.

**WINNER SELECTION/RANDOM DRAWING:** Fifteen (15) Grand Prize Winners will be selected in a random drawing from among all eligible Entries received during the Sweepstakes Period. The Random Drawing will be conducted on or about October 4, 2019 by the Sweepstakes Administrator, an independent organization. Odds of winning depend on the number of eligible Entries received. Sweepstakes Entrants agree to be bound by the decisions of the Sponsor and the Sweepstakes Administrator, which are final and binding on all matters pertaining to this Sweepstakes. Each potential Grand Prize Winner will be notified by email to the email address provided at the time of Entry or by Instagram message or Twitter message provided at the time of the Entry on or about October 4, 2019. Each potential Grand Prize Winner will be required to complete, sign and return an Affidavit of Eligibility/Release of Liability (and where permitted) a Publicity Release ("Affidavit/Release"), and a Form W-9 within five (5) business days of notification. Each Grand Prize Winner's Guest will be required to complete and sign a Travel Liability Affidavit and a Publicity Release in order to travel with Grand Prize Winner on the Grand Prize trip. By signing and returning an Affidavit of Eligibility, Liability and Publicity Release, each Grand Prize Winner and Guest must agree to a criminal background investigation. In the event the criminal background investigation consists of any criminal record for the Winner or the Winner's guest, the Sponsor reserves the right, at its sole discretion, to disqualify that Grand Prize Winner or require the Grand Prize Winner to select a new guest. A potential Grand Prize Winner may be disqualified under any the following circumstances; **i)** if he/she cannot be reached by Sponsor within the specified time period; **ii)** if a Prize notification or email or direct message correspondence is returned as undeliverable; **iii)** if a potential Prize Winner is found to be ineligible; **iv)** if a potential Prize Winner does not return the required Affidavit/Release within required time period; **v)** if a potential winner is unwilling to accept the prize; **vi)** if a potential Prize Winner or his/her guest does not agree to a Criminal Background Investigation; and **vii)** if a potential prize winner does not comply with these Official Rules. Each Grand Prize Winner will be required to supply Sponsor with his/her social security number for tax purposes and will be issued a Form 1099-MISC as required by law. In the event a potential Grand Prize Winner is disqualified for any reason, Sponsor may award the Grand Prize to an alternate potential Prize Winner in a Random Drawing from among all remaining eligible Entries provided sufficient time remains prior to designated dates of the Grand Prize trip. Sponsor is not responsible for fraudulent calls or emails made to Entrants not by Sponsor, or for any change of Entrant's email address or Instagram handle or Twitter handle.

**FIFTEEN (15) GRAND PRIZES:** Fifteen (15) Winners will each receive one (1) trip for Winner and one (1) Guest to attend the "Crunch's No Judgments Island" trip (hereinafter, "Event") in Belize between December 14 and 17, 2019, consisting of: (i) round-trip, economy class air transportation from the major commercial international airport nearest Grand Prize Winner's residence to Dangriga Airport in Belize City; (ii) lodging accommodations for three (3) nights **(one (1) standard double occupancy room, room and tax only) at a hotel designated by Sponsor**; (iii) three (3) meals on hotel's premises daily; (iv) use of non-motorized water sport activities including kayaks, snorkeling equipment and stand-up paddleboards; (v) Group Fitness Classes; and (vi) **ground transportation and boat transportation between Dangriga Airport and hotel in Belize City** (Winners and Guests will be required to wear a life jacket designated by Sponsor on the shuttle boat to the hotel in Belize City(i, ii, iii, iv, v and vi, collectively, "Grand Prize Trip"). The approximate retail value ("ARV") of each Grand Prize Trip: is 4,330]. **Total ARV of all Prizes: \$64,950.** The ARV of the Grand Prize Trip may vary depending upon the point of departure and/or airline fare fluctuations. Each Grand Prize Winner is solely responsible for any and all expenses and incidental travel costs not expressly stated in the Grand Prize Trip description herein, including but not limited to, ground transportation between winner's residence and airport of departure, ground transportation in Belize City (other than as stated herein), in-room hotel charges (e.g., mini-bar, room service, telephone, movies, etc.), gratuities, souvenirs, insurance, travel upgrades, baggage fees, and personal incidentals. Each Grand Prize Winner will be required to provide a valid credit card at the time of hotel check-in and will be solely responsible for any and all charges to Grand Prize Winner's hotel room during his/her Grand Prize Trip. No

substitution, assignment, redemption for cash, or transfer of any prize permitted. If the advertised prize cannot be awarded due to circumstances beyond Sponsor's reasonable control, a substitute prize of equal or greater value may be awarded in Sponsor's sole discretion. All Grand Prize Trip details not specified in the Official Rules will be determined in Sponsor's sole and absolute discretion. Selection of airline, departure airport and arrival airport are solely within Sponsor's sole discretion. Each Grand Prize Winner and Guest will be required to travel on dates designated by Sponsor. Each Grand Prize Winner and Guest must depart on December 14, 2019 and return on December 17, 2019. In the event a Grand Prize Winner cannot travel on dates designated by Sponsor, that Grand Prize Winner will be disqualified, and that Grand Prize will be awarded to an alternate winner in a random drawing from among all remaining eligible entries received, provided sufficient time remains prior to the designated dates of the Grand Prize Trip. In the event, for whatever reason, the Crunch's No Judgments Island trip scheduled between December 14 and 17, 2019 is postponed or cancelled prior to the Grand Prize Trip, Sponsor reserves the right to reschedule the Grand Prize trip or provide a substitute prize of equal value at its sole discretion. Each Grand Prize Winner is responsible for any air travel taxes and/or expenses, including applicable departure taxes or fees, and security charges. Once issued, airline tickets are nontransferable and may not be reissued. Open tickets may not be issued, and stopovers are not permitted. Travel arrangements must be made through Sponsor and travel dates and arrangements are subject to air travel, availability and other prize and travel restrictions. All Grand Prize elements must be redeemed at the same time. Each Grand Prize Winner and his/her Guest must travel on the same itinerary to/from the same airport. Guests must be at least twenty-one (21) years of age or older. Travel is subject to terms and conditions set forth in these Official Rules and those set forth by selected travel providers, availability may vary, and material restrictions may apply. Each Grand Prize Winner and Guest must have a valid U.S. Government issued Passport for at least six (6) months from the return date of travel or Grand Prize Winner will be disqualified. Sponsor and Travel Providers shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels or other transportation companies or any other persons providing any of these services and accommodations to passengers, such as changes in services or accommodations necessitated by same. Sponsor and Travel Providers shall not be liable for any loss or damage to baggage or other items. If a Grand Prize Winner is unable to or cannot otherwise fully enjoy the prize due to any reason, Sponsor shall have the option at its sole discretion of being relieved of liability for fulfillment of the Grand Prize award, and no other compensation in lieu of the Grand Prize will be awarded. All travel is subject to any and all restrictions instituted by the Department of Defense and/or Department of Homeland Security, as required. Sponsor, Sweepstakes Administrator and the Released Entities are not responsible for any theft, personal injury and/or death that could take place during the Grand Prize Trip. Each Grand Prize Winner and guest are responsible for obtaining their own medical and life insurance and the associated costs. The value of the Grand Prize set forth above represents Sponsor's good faith determination of the approximate retail value thereof, and the actual fair market value, as ultimately determined by Sponsor, is final and binding and cannot be challenged or appealed. In the event the stated approximate retail value of the Grand Prize is more than the actual fair market value of the Grand Prize, the difference will not be awarded in cash or otherwise.

**EVENT CONDUCT:** The Crunch's No Judgments Island Event will be conducted under the supervision of Sponsor and its Event Representatives ("Event Staff"). Each Grand Prize Winner's and each Guest's conduct will be under the supervision of Sponsor and Event Staff whose decisions are final and binding in all aspects relating to the Event. A Grand Prize Winner and his/her Guest may be removed from the Event premises at the sole discretion of the Sponsor or Event Staff for any reason at any time, including but not limited to the advice of the Event staff, creating an unauthorized disturbance, interruption or unnecessarily rough physical contact, or for any unhealthy, unsafe, or inappropriate act. If a Grand Prize Winner or a Guest who in the opinion of the Sponsor or Event Staff is considered a physical or mental threat to the well-being of any other person attending and/or participating in the Event or Event staff, he/she may be removed from the Event premises, and not entitled to complete the Event. Any act performed by a Grand Prize Winner or a Guest defined by Federal, State or Local statute or ordinance as constituting a criminal act may result in removal from the Event premises. At the sole discretion of the Sponsor and Event Staff, if a Grand Prize Winner or a Guest uses profanity or demonstrates any lewd or sexually suggestive gestures or full or partial nudity, the Sponsor shall have the right to remove that individual from the Event premises. At the sole discretion of the Sponsor and Event Staff, if a Grand Prize Winner or a Guest creates the potential for death, disability, injury and/or property damage during the Event, the Sponsor and/or the Event Staff, shall have the right to remove that individual from the Event premises. Sponsor and/or Event Staff will involve local law enforcement where deemed necessary in their sole and absolute discretion. The Event will be videotaped and edited and will be posted on Sponsor's website, Youtube.com and any other social

channel or other marketing channels designated by Sponsor. Sponsor has the right to publish, display, use, adapt, edit and/or modify the Event Video in any way, in commerce and in any and all media worldwide now known or hereinafter invented, without time limitation and without further consideration to a Grand Prize Winner or any Guest. Each Grand Prize Winner and Guest appearing in the Event Video will be required to execute a separate publicity release. Further, each Grand Prize Winner and each Guest each acknowledges and agrees that he/she/they will have no creative or financial involvement or input in the production of the Event Video and will not receive any initial or residual payment or compensation for such video production. These Official Rules do not constitute an employment agreement. The Sponsor reserves the right not to post the Event Video for any reason whatsoever.

**GENERAL:** If for any reason this Sweepstakes is not capable of running as planned due to an infection by a virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor, which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, the Sponsor reserves the right in its sole discretion, to disqualify any individual who tampers with the Entry process, and to cancel, terminate, modify or suspend the Sweepstakes. If the Sweepstakes is terminated early, Sponsor reserves the right to select the prize winners in a random drawing from among all eligible Entries received up to the time of termination. The Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, Entries. The Sponsor is not responsible for any problems or technical malfunctions of any telephone network or telephone lines, servers, or providers, software, failure of any email, or Entry to be received by the Sponsor due to technical problems, human error or traffic congestion, or any combination thereof, including any injury or damage to participant's or any other person's wireless phone system relating to or resulting from participating in this Sweepstakes or downloading any materials in this Sweepstakes.

**CAUTION: ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** The Sponsor reserves the right, in its sole discretion, at any time and at any stage of the Sweepstakes, to reject or disqualify any Entry that is deemed ineligible or for any reason that the Sponsor feels is necessary and/or appropriate, including without limitation, if that Entrant has not complied with the Official Rules or has interfered, in Sponsor's sole opinion, with the proper conduct of the Sweepstakes. All decisions of the Sponsor are final and binding in all aspects of the Sweepstakes. By participating, each Grand Prize Winner grants the Sponsor an irrevocable perpetual right to use his/her name, image, likeness or comments for publicity purposes in connection with this Sweepstakes (including, without limitation, any post-Sweepstakes publicity) without additional notice or consent, and without payment of additional consideration, except where prohibited by law. By traveling with a Grand Prize Winner on the Grand Prize Trip, the Guest grants the Sponsor an irrevocable perpetual right to use his/her name, image, likeness or comments for publicity purposes in connection with this Sweepstakes (including, without limitation, any post-Sweepstakes publicity) without additional notice or consent, and without payment of additional consideration, except where prohibited by law. By participating, each Entrant agrees on his/her behalf, and on behalf of his/her respective heirs, executors, administrators, legal representatives, successors and assigns (collectively, the "Releasing Parties") to release, indemnify, defend, and hold harmless Sponsor, the Related Entities, Twitter, Instagram, and any advertising and promotional agencies or entities involved in the administration or advertising of this Sweepstakes as well as the respective employees, officers, directors and agents of each ("Released Parties") from any and all actions, causes of action, suits, or liability whatsoever for loss, harm, damage, injury, lost profits, indirect or direct damages, consequential damages, incidental damages, punitive or exemplary damages, judgments, costs or expenses whatsoever (including without limitation, property damage, personal injury and/or death) which may occur in connection with (i) participation in the Sweepstakes, (ii) Entrant's conduct in submitting his/her Entry, (iii) violation of these Official Rules, (iv) possession, acceptance, use or misuse of a prize or (v) Released Parties' use of any rights granted herein, and for any claims based on

publicity rights, defamation or invasion of privacy or alleged breach of Entrant's representations and warranties herein. The Released Parties shall not be liable for: (1) late, lost, delayed, stolen, misdirected, incomplete unreadable, inaccurate, garbled or unintelligible Entries, (2) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (3) data corruption, theft, destruction, unauthorized access to or alteration of an Entry or other materials; (4) any injuries, losses or damages of any kind caused by the participation in the Sweepstakes; (5) any printing, typographical, administrative or technological errors in any materials associated with the Sweepstakes; or (6) any unauthorized use of Entries by third parties. The Sponsor disclaims any liability for damage to any wireless phone system resulting from participating in or accessing or downloading information in connection with the Sweepstakes. Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Sweepstakes should a virus, bug, computer problem, unauthorized intervention or other causes which corrupt or impair the administration, security, fairness or proper play of the Sweepstakes. The Sponsor may disqualify any Entrant if, in its sole discretion, it determines s/he is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or any other unfair playing practices of intending to annoy, abuse, threaten or harass any other Entrants or the Sponsor or its representatives. The Sponsor shall not be responsible if the Sweepstakes or prize fulfillment cannot be implemented or does not take place for any reason including delays or interruptions due to acts of God, acts of war, strikes, governmental action, natural disasters, weather or acts of terrorism, including without limitation, or for any reason outside of the Sponsor's control. EXCEPT WHERE PROHIBITED, EACH ENTRANT AGREES THAT: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SWEEPSTAKES OR ANY GRAND PRIZE AWARDED SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY STATE OR FEDERAL COURTS SITUATED IN NEW YORK, NEW YORK, U.S.A. (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, BUT IN NO EVENT ATTORNEYS' FEES; AND (3) NO PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, MAY BE AWARDED (COLLECTIVELY, "**SPECIAL DAMAGES**"), AND (4) ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM SPECIAL DAMAGES AND ALL RIGHTS TO HAVE SUCH DAMAGES MULTIPLIED OR INCREASED. NEW YORK LAW, WITHOUT REFERENCE TO CHOICE OF LAW RULES, GOVERNS THE SWEEPSTAKES AND ALL ASPECTS RELATED THERETO. SPONSOR'S FAILURE TO ENFORCE ANY TERMS OF THESE OFFICIAL RULES SHALL NOT CONSTITUTE A WAIVER OF THAT PROVISION.

**WINNERS LIST/OFFICIAL RULES:** To obtain a Winners List (available after November 15, 2019), or a copy of the Official Rules, send a self-addressed, stamped #10 envelope to be received before December 31, 2019 to: Crunch 30<sup>th</sup> Anniversary Sweepstakes, c/o Centra360, 1400 Old Country Road, Suite 306, Westbury, NY 11590. VT residents may omit return postage. Please specify "Winners List" or "Official Rules" on the outer envelope.

**ADMINISTRATOR:** Centra360, 1400 Old Country Road, Suite 306, Westbury, NY 11590

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