

## **CRUNCH ENTER-TO-WIN SWEEPSTAKES OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**ELIGIBILITY:** The “Crunch Enter-to-Win” Sweepstakes (the “Sweepstakes”) is open to all legal U.S. residents physically residing in the state in which the club offering is located who are 18 years of age or older and who have reached the age of majority in their state of residence as of the time of entry. Employees or agents of Sponsor and its affiliates, sales representatives, agencies, dealers, retailers, wholesalers, distributors, and promotional and other vendor agencies involved in the promotion, and the immediate family (parent, spouse, sibling, child, grandparent, grandchild) and household members of all such employees, are NOT eligible. Sweepstakes is subject to all federal, state and local laws and regulations. Void where prohibited or restricted by law.

**HOW TO ENTER/ENTRY PERIOD:** To enter the Sweepstakes, visit the location page for the specific club for which you wish to enter at [www.crunch.com](http://www.crunch.com). Please see location page for specific dates/times for each drawing. (the “Entry Period”). Complete and submit the Official Entry Form found there. Entry period for clubs participating will be quarterly (January-March, April-June, July-September and October-December). No other methods of Sweepstakes entry will be accepted. Limit one (1) entry per person. Multiple entries received from any person after the first entry received from that person will be void. The information you provide will be used consistent with Sponsor’s Privacy Policy. By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor, including the interpretation of these Official Rules.

**ENTRY REQUIREMENTS:** No mechanically reproduced, illegible, forged, software generated, other automated or incomplete entries will be accepted. Sweepstakes entries will be deemed null and void and will be rejected if not submitted through authorized, legitimate channels. If a dispute as to the identity of any entrant cannot be resolved to Sponsor’s satisfaction, the entry will be deemed ineligible. Entry must be made by the entrant, only in the manner as set forth herein. All other methods of entry are considered void. Entrants to the Sweepstakes agree to receive commercial e-mails from the Sponsor; however, Entrants are given the option to opt-out of commercial e-mails from the Sponsor when received. Eligibility to participate in the Sweepstakes is not dependent upon entrant’s continued consent to receive such e-mails and will not increase your chances of winning. All entries become the exclusive property of Sponsor and will not be acknowledged or returned. As permitted by law, each entrant agrees that personal information collected in connection with the Sweepstakes may be used by the Sponsor to contact you regarding the administration of this Sweepstakes (e.g., promotional updates, winner’s notification). The information you provide will be used consistent with Sponsor’s Privacy Policy.

**PRIZE & APPROXIMATE RETAIL VALUE (“ARV”):** Three (3) Grand Prizes will be awarded in total (the “Prize”) to three (3) Winners. The Prizes consists of three (3) one (1) year basic memberships valid only at the club for which the Sweepstakes was entered (i.e., Base Membership at a Crunch Fitness).The total

ARV of each Prize will depend on the club for which the Sweepstakes was entered but will range between \$119.40 to \$1235.88. See specific club location page at Crunch.com for ARV associated with the specific club.

**Additional Prize Details:** Winning a Prize is contingent upon fulfilling all requirements set forth herein. Winner is fully responsible for any and all applicable federal, state, and local taxes (including income and withholding taxes). Prize(s) are non-transferable and non-assignable, and no substitution or cash equivalent is allowed except in Sponsor's sole discretion. Sponsor reserves the right to substitute prizes of the same approximate retail value at its sole and absolute discretion. For prizes \$600 or more in value to an individual winner in a calendar year, winner's social security number or taxpayer i.d. will be required in order to issue a Form 1099-MISC showing Prize ARV as income to Winner. All Prize details are at Sponsor's sole discretion, and Prize consists only of items specifically listed as part of the Prize. All costs and expenses not specified herein, related to the Prize, including but not limited to membership upgrade, sales tax and other expenses incurred by accepting the Prize, are the sole responsibility of the Winner.

**SELECTION OF THE WINNER:** Once a month for a quarter's length (January-March, April-June, July-September and October-December), a winner (the "Winners") will be selected by random drawing from all eligible entries received by the Sponsor during the applicable Entry Period. The decisions of Sponsor, including the selection of the Winner, are final and binding on all matters relating to this Sweepstakes. Odds of winning depend on the total number of eligible entries received.

**NOTIFICATION OF THE WINNER:** Potential Winner will be notified on or about five (5) days after winners' name is drawn by e-mail and/or telephone (in the sole discretion of the Sponsor, as applicable) by the Sponsor or Sponsor's agent. Potential Winner will be required to respond within 5 days of the initial notification. In the event that the potential Winner does not respond within the specified time period, the potential Winner will be disqualified, the Prize will be forfeited, and an alternate potential Winner will be chosen from among all remaining eligible entries. The potential Winner may be required to submit his/her valid social security number (if applicable) and/or other identification to Sponsor. Winner will be required to execute, have notarized, and return an Affidavit of Eligibility and Release of Liability and, unless prohibited by law, Release of Publicity, within a reasonable time from the date of issuance. If all required documents are not properly executed and returned within the reasonable specified period of time, the potential Winner will be disqualified, the Prize will be forfeited, and an alternate potential Winner will be randomly selected from among all remaining eligible entries. Refusal to complete the documents or the return of the documents as non-deliverable, or the potential Winner's noncompliance with these Official Rules, will also result in disqualification and Prize forfeiture, and an alternate potential Winner to be selected from among all remaining eligible entries. **WAIVER OF LIABILITY/PUBLICITY RELEASE:** By participating in the Sweepstakes and submitting an entry, each entrant (i) agrees to be bound by these Official Rules, including all entry requirements, and agrees that any dispute with regard to the conduct of the Sweepstakes, rule interpretation, or award of Prize shall be submitted to Sponsor, whose decision shall be binding and final, and (ii) waives any and all claims against Sponsor, , and each of their respective parents, affiliated companies, subsidiaries, licensees, distributors, dealers, retailers, printers, representatives and advertising and promotion agencies, and

any and all other companies associated with the Sweepstakes, and all of their respective officers, directors, employees, agents and representatives (collectively, "Released Parties") for any injury, damage or loss that may occur, directly or indirectly, in whole or in part, from the participation in the Sweepstakes or from the receipt or use of any Prize or activity related to the receipt or use of any Prize. By accepting the Prize, Winner grants the Sponsor and each of their respective designees the right to publicize such Winner's name, address (city and state, or district, of residence), photograph, voice and/or other likeness and prize information in any and all media now known or hereafter devised, throughout the world, in perpetuity, without additional compensation or consideration, notification or permission, unless prohibited by law.

**GENERAL CONDITIONS:** Released Parties are not responsible for any typographical or other error in the printing of this offer, administration of the sweepstakes or in the announcement of prizes, including erroneous appearance of qualification for a prize, and under no circumstances will more than the stated number of prizes be awarded. Released Parties are not responsible for stolen, late, incomplete, illegible, misdirected, lost, damaged, garbled, delayed, undelivered, inaccurate, postage-due or garbled entries, e-mail or mail. Entries generated by a script, macro or other mechanical or automated means or by any means which subvert the entry process will be disqualified. Released Parties are not responsible for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite associated entries will be void. Any attempt to deliberately damage the content or operation of this Sweepstakes is unlawful and subject to legal action by Sponsor and/or their respective agents. Sponsor has the sole right to disqualify any entrant for violation of these Official Rules or any applicable laws relating to the Sweepstakes, and to resolve all disputes in their sole discretion. Released Parties (i) make no warranty, guaranty or representation of any kind concerning the Prize, and (ii) disclaim any implied warranty. Sponsor, reserves the right, in its sole discretion, to cancel or suspend the Sweepstakes for any reason, including should virus, bugs, unauthorized human intervention, or other causes corrupt the administration, security, fairness, integrity or proper operation of the Sweepstakes. In the event of cancellation, Sponsor may elect to identify the Winner and award the Prize by way of random drawing from among all non-suspect, eligible entries received up to the time of such cancellation. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY ANY SUCH ENTRANT AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW. All entries must include a valid e-mail address and telephone number for the entrant. Proof of entering the required information at the website is not considered proof of delivery to or receipt by Sponsor of entry into the Sweepstakes. In the event of a dispute as to the identity or eligibility of a Winner based on an e-mail address, the winning entry will be declared made by the "Authorized Account Holder" of the e-mail address submitted at the time of entry provided he/she is eligible according to these Official Rules. The "Authorized Account Holder" is defined as the natural person to whom the applicable Internet service provider or other

organization (such as a business or educational institution) has assigned the e-mail address for the domain associated with the submitted e-mail address. The potential winner may be required to provide Sponsor with proof that he/she is the authorized account holder of the e-mail address associated with the winning entry. The Sponsor reserves the right to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Sweepstakes.

**DISPUTES/CHOICE OF LAW:** 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 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. USE OF DATA: By participating in the Sweepstakes, entrants hereby agree to the Sponsor's collection and usage of their personal information in accordance with Sponsor's privacy policy, available at: <https://www.crunch.com/privacy-policy>.

**WINNERS' LIST:** For the Winner's name, mail a self-addressed, stamped envelope to "Crunch Promotion Sweepstakes Winners List", Crunch / 22 West 19th Street, 3rd Floor / New York, NY 10011. Winner's list requests must be received within thirty (30) days after the drawing for the club being inquired about. SPONSOR: The Sponsor of this Sweepstakes is Crunch, LLC, 22 West 19th Street, 3rd Floor, New York, NY 10011.