EOS FITNESS GIVEAWAY

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.

VOID WHERE PROHIBITED

ELIGIBILITY:

1. The giveaway ("Giveaway") is open only to all existing members of EOS Fitness in good standing who are 18 years of age or older. EOS Fitness has sole discretion in determining whether the member is in good standing. The criteria used to determine whether or not a member is in good standing, include but are not limited to any existing late balance on the account, any citations or warnings related to member's conduct at the premises of EOS Fitness.

2. Employees of EOS Fitness ("Sponsor" or "EOS Fitness"), including officers, directors, and contractors of EOS Fitness current and former within the last 12 months, and anyone involved with the administration of the giveaway and any members of the immediate family are not eligible.

3. Void where prohibited by law. Subject to all applicable federal, state and local laws and regulations.

4. In the event that any potential winner is not in compliance with these rules, the prize may be forfeited and, at Sponsor's discretion, an alternate winner may be selected.

TO ENTER:

1. The Giveaway begins at 12:00 AM local time zone on April 1st, 2022, and ends at 11:59 PM local time zone on April 30th, 2022.

2. To enter, join Spring Clean Your Routine Challenge on the EOS Fitness mobile app, and log 1,200 minutes of exercise in the month of April. If you don't have the official EOS Fitness Mobile App already on your device, download the free EOS Fitness app, click on Challenges, click the Spring Clean Your Routine Challenge and log 1,200 minutes of exercise throughout the month of April. Alternatively, please complete an entry form online by submitting a "Contest Opt In" which can be found on EOS Fitness website https://share.hsforms.com/182BkJxjvT3-Bsp2MPZKOoQ2qi7s, including your full name, email address and a phone number. You can also submit your entry via the free phone number 877-564-6367

3. Limit: One entry per person for the duration of the Giveaway period. This means that you are not allowed to use multiple user names in attempt to enter under different accounts.

4. Winners will be selected at random from all qualifying participants and announced on or before May 10th, 2022.

PRIZE:

There will be one winner per gym location. Each winner will get an EOS Mystery Swag Bag of $75-$100 value. Odds of winning will depend on the total number of eligible entries received.

TERMS AND CONDITIONS:

1. EOS Fitness and its agencies shall not be liable for any injury or damage related to or resulting from entering the Giveaway. By entering the Giveaway, entrants release and hold EOS Fitness and its agencies harmless from any and all damages and claims of any kind in connection with the Giveaway or resulting from acceptance, possession or use of any prize, including claims arising out of EOS Fitness's negligence. By entering the Giveaway, you release EOS Fitness, Instagram and Facebook, any of its respective parent companies, subsidiaries, affiliates, directors, officers, employees and agencies (collectively, the "released Parties") from any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with this Giveaway or acceptance, use of or inability to use, or participation in or inability to participate in Giveaway or use of or inability to use any prize (including, without limitation, claims, suits, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory).

2. Released Parties are not responsible for miscommunications, failed phone, computer or telephone transmissions or technical failure, or other errors, problems or difficulties of any kind whether computer, network, human, mechanical, electronic, printing, typographical or otherwise relating to or in connection with this Giveaway, including, without limitation, errors, problems or difficulties which may occur in connection with the administration of the Giveaway, the processing of entries, the announcement of the prize or in any Giveaway-related materials.

3. Winner may be required to complete an affidavit of eligibility, release from liability and IRS W-9 form. Failure to do so at the time of claiming the Prize will result in disqualification and the selection of an alternate winner. Except where prohibited, acceptance of a prize shall constitute and signify a winner's consent to the use of his/her name, address (city only), voice and/or photograph for commercial, advertising, promotional and other purposes in any or all media now or hereafter known throughout the world in perpetuity without compensation, permission or notification, unless prohibited by law. By participating, entrants agree to abide by these Official Rules, and to the decisions of Sponsor and the judges, which shall be final and binding in all respects. Giveaway is governed by the laws of the State of California without regard to its conflict of laws principles, with venue in Los Angeles County, California, and all claims must be resolved in the courts of Los Angeles County, California.

4. Persons found tampering with or abusing any aspect of this Giveaway as solely determined by EOS Fitness will be disqualified and their entries will be void. In the event the Giveaway is compromised by non-authorized human intervention or other causes beyond the control of the Sponsor which corrupts or impairs the administration, security, fairness or proper play of the Giveaway, Sponsor reserves the right in its sole discretion to modify, suspend or terminate the Giveaway or any portion thereof and/or terminate the participation of any participant (and void his/her entry) whose conduct potentially

compromises the Giveaway and at its sole discretion to award the prize from among all eligible non-suspect entries received prior to the act requiring such suspension or termination.

5. 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 Official 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.

6. Giveaway winners will be notified via email, on or before May 10th, 2022 with instructions on how to claim Prize.

If there is a dispute as to the identity of an entrant, the Prize will be awarded to the authorized account holder registered with EOS Fitness associated with the winning Entry. EOS Fitness shall have no liability for a Winner's failure to receive notices due to Winners' failure to respond to email notification, due to spam, junk e-mail or other security settings; or for Winners' provision of incorrect or otherwise non-functioning contact information. The receipt by any Winner of the prize offered in this Giveaway is conditioned upon compliance with any and all federal and state laws and regulations.

7. EOS Fitness Giveaway is in no way sponsored, endorsed or administered by, or associated with, Instagram or Facebook.

8. ***Privacy Notice: All information submitted in connection with this Giveaway will be treated in accordance with these Terms & Conditions, EOS Fitness's Privacy Policy and California Consumer Privacy Act, which could be found here: https://eosfitness.com/privacy-policy/ and https://eosfitness.com/terms-of-use/***

SPONSOR:

EOS Fitness