



Submit Your Fit 2023 Terms and Condition

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING. 1. Eligibility: This Campaign is open only to those who sign up at eosfitness.com/syf23 and who are 18+ years of age or older as of the date of entry. The Campaign is only open to active EoS Fitness members who are in good standing from date of entry to completion of this campaign. Employees of Fitness Alliance, LLC, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the "Employees"), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Campaign. The Campaign is subject to all applicable federal, state, and local laws and regulations. Void where prohibited. 2. Agreement to Rules: By participating, the Contestant ("You") agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of Fitness Alliance, LLC as final and binding as it relates to the content of this Campaign. 3. Campaign Period: Entries will be accepted online starting on December 27th, 2022 at 11:59pm PST and ending January 31st, 2023 at 11:59pm PST. All online entries must be received by January 31st, 2023 at 11:59pm PST. 4. How to Enter: The Campaign must be entered by submitting an entry using the online form provided at eosfitness.com/syf23. The entry must fulfill all Campaign requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Fitness Alliance, LLC. You may enter only once. You must provide the information requested. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If You use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of Fitness Alliance, LLC. 5. Prizes: The Winner(s) of the Campaign (the "Winner") will receive the prizes listed above, with a total retail value of all prizes being approximately \$45,000. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by Fitness Alliance, LLC. No cash or other prize substitution shall be permitted except at the Fitness Alliance, LLC discretion. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for Fitness Alliance, LLC to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law. 6. Odds: The odds of winning depend on the number of eligible entries received. 7. Winner Selection and Notification: Winner will be selected as outlined above under the supervision of Fitness Alliance, LLC. Winner will be notified by email and phone within fifteen (15) days following selection of Winner. Fitness Alliance, LLC shall have no liability for Winner's failure to receive notices due to spam, junk e-mail or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within 15 days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected. Receipt by Winner of the prize offered in this Campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT Fitness Alliance, LLC'S SOLE DISCRETION) WILL



RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED. 8. Rights Granted by You: By entering this content (e.g., photo, video, text, etc.), You understand and agree that Fitness Alliance, LLC, anyone acting on behalf of Fitness Alliance, LLC, and Fitness Alliance, LLC's licensees, successors, and assigns, shall 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, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes. without any further compensation, notice, review, or consent. By entering this content, You represent and warrant that your entry 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, You will be disqualified at the sole discretion of Fitness Alliance, LLC. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless Fitness Alliance, LLC from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which Fitness Alliance, LLC may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right. 9. Terms & Conditions: Fitness Alliance, LLC reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond Fitness Alliance, LLC's control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, Fitness Alliance, LLC may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Fitness Alliance, LLC. Fitness Alliance, LLC reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions. Fitness Alliance, LLC has the right, in its sole discretion, to maintain the integrity of the Campaign, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Campaign rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such attempt be made, Fitness Alliance, LLC reserves the right to seek damages to the fullest extent permitted by law. 10. Limitation of Liability: By entering, You agree to release and hold harmless Fitness Alliance, LLC and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Campaign and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries. 11. Disputes: THIS Campaign IS GOVERNED BY THE LAWS OF United States AND Arizona, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Campaign, participant agrees that any and all



disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Campaign, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Arizona having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Campaign). Participant further waives all rights to have damages multiplied or increased. 12. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the Fitness Alliance, LLC website. To read the Privacy Policy, [click here](#). 13. Winners List: To obtain a copy of the Winner's name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: EoS Fitness, LLC, 1921 Palomar Oaks Way, Ste. 205, Carlsbad, CA 92008 USA. Requests must be received no later than March 31st, 2023 at 11:59pm PST. 14. Sponsor: The Sponsor of the Campaign is Fitness Alliance, LLC, 1921 Palomar Oaks Way, Ste. 215, Carlsbad, CA 92008 , USA. 15. Facebook: If you use Facebook to communicate or administer a contest or sweepstakes, include the following: The Campaign hosted by Fitness Alliance, LLC is in no way sponsored, endorsed, administered by, or associated with Facebook.



GENERAL APPEARANCE, PHOTOGRAPHIC AND INTELLECTUAL PROPERTY RELEASE FORM

THIS IS A LEGAL DOCUMENT AFFECTING YOUR RIGHTS AND RESPONSIBILITIES PLEASE READ IT CAREFULLY BEFORE SIGNING

1. I hereby grant to Fitness Alliance, LLC dba EOS Fitness, and its affiliates, licensees, successors and assignees (hereinafter collectively "EOS") the right to take motion and still pictures of me and record my voice and any sounds made by me, and to obtain other information or materials from or about me, including but not limited to my name, likeness, photograph, voice, dialogue, sounds, biographical information, testimonials, personal characteristics and other personal identification (collectively, the "Footage and Materials"), and to use the Footage and Materials in any manner that Eos, in good faith, sees fit, including but not limited to advertisements, brochures, commercials, publicity and promotions (collectively, the "Advertisements"). The Footage and Materials and the Advertisements may be exploited throughout the universe at any time, in perpetuity, in any and all media now known and hereafter devised, without any compensation to me whatsoever. The rights granted herein shall also include the right to edit, delete, dub and fictionalize the Footage and Materials and the Advertisements as EOS sees fit in EOS's sole discretion. I understand that in no event am I entitled to compensation for the use of the Footage and Materials, including but not limited to any Royalties.

2. EOS has no obligation to me whatsoever. I agree that no material need be submitted to me for approval, and I further agree that EOS may make textual and photographic changes without obtaining additional consent. Without in any way limiting the foregoing, I acknowledge and agree that EOS is under no obligation to use the Footage and Materials.

3. I also understand and agree that EOS has requested that I submit proposed trademarks, slogans, catch phrases, pictures, and/or other works ("Materials") for EOS's consideration for potential use in advertising campaigns, in advertising and marketing materials, and/or on products. I represent that the Materials I submit will be original works and will indemnify EOS in the event that there is any claim that the use of the Materials by EOS violates the rights of any third parties. I agree that in providing the Materials I am transferring all right and interest, including all intellectual property rights, to EOS, and understand that I will not be entitled to any compensation for same. I further agree that in the event it is subsequently determined by a court of competent jurisdiction that notwithstanding the foregoing language, I retain any right, title, or interest in or to the submitted materials, I irrevocably agrees to sell, transfer, and assign any and all such right, title, or interest to EOS, immediately upon EOS's request, for the sum of One Dollar (\$1).

Signature: _____ Date: _____ Phone: _____

Print Name: _____ Date of Birth: _____

Address:
