

## **ABBREVIATED DISCLOSURES:**

**NO PURCHASE NECESSARY.** Promotion begins on November 20, 2023 at 12:00:01 p.m. ET and ends on December 31, 2023 at 11:59 a.m. ET. Open only to legal U.S. residents residing in the 50 U.S./D.C. who are 18+. See Official Rules at <https://24hourfitness-sweepstakes.com> for details on how to participate without making a purchase, additional eligibility restrictions and complete details. Odds of winning the Grand Prize are 1:10,000,000. Void where prohibited. Sponsor: 24 Hour Fitness USA, LLC, 1265 Laurel Tree Lane, Suite 200, Carlsbad, CA 92011.

## **2023 24 Hour Fitness End of Year Promotion**

### **OFFICIAL RULES**

#### **NO PURCHASE NECESSARY**

**PROMOTION DESCRIPTION:** The 2023 24 Hour Fitness End of Year Promotion (the “**Promotion**”) begins on November 20, 2023 at 12:00:01 p.m. Eastern Time (“**ET**”) and ends on December 31, 2023 at 11:59:59 a.m. ET (the “**Promotion Period**”). Participation in the Promotion does not constitute participation in any other promotion, contest or sweepstakes. By participating in the Promotion, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of 24 Hour Fitness USA, LLC, 1265 Laurel Tree Lane, Suite 200, Carlsbad, CA 92011 (“**Sponsor**”), which shall be final and binding in all respects.

**ELIGIBILITY:** Only legal United States residents residing in the fifty (50) United States and Washington D.C. who are eighteen (18) years of age or older are eligible to participate. Employees, officers and directors of Sponsor, its parent, affiliates, subsidiaries, distributors, retailers, sales representatives, advertisers, vendors, publishers, contest, fulfillment and marketing agencies (collectively, the “**Promotion Entities**”) and the immediate family members, and/or those living in the same household of each are prohibited from participating in the Promotion or winning a prize. Promotion is void where prohibited by law.

#### **HOW IT WORKS:**

1. **With Purchase.** To participate, during the Promotion Period, purchase any new 24 Hour Fitness membership (“**Qualifying Purchase**”) and be a member in good standing at the close of the Promotion Period to automatically receive one (1) entry into the Promotion.
2. **NO PURCHASE NECESSARY.** You may receive one (1) entry without making a purchase by going to [24hourfitness-sweepstakes.com](https://24hourfitness-sweepstakes.com) and following the on-screen instructions.

Except as contemplated in these Official Rules, personal information collected in connection with this Promotion will be used in accordance with Sponsor’s Privacy Policy located at [https://www.24hourfitness.com/company/policies/privacy\\_policy\\_prev](https://www.24hourfitness.com/company/policies/privacy_policy_prev). **Limit one (1) entry per person regardless of method of entry.**

The Promotion Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error which may occur in the processing of the entries in the Promotion. The Promotion Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration

of entries. NOTE: Participation must be by the participant and only as directed in these Official Rules. Participation by any other individual or any entity, and/or originating at any website or other platform, including but not limited to commercial promotion subscription notification and/or entering service sites, will be declared invalid and disqualified for this Promotion. The use of any device to automate the entry process is prohibited and will lead to disqualification.

In the event of a dispute over the identity of an entrant that made a Qualifying Purchase, entry will be deemed completed by the authorized member holder of the unique Subscription ID Number provided at time of registration. "Authorized member holder" is defined as the natural person who is assigned a Subscription ID Number by the Promotion Entities at the time the entrant purchases any Qualifying Purchase. In the event of a dispute over the identity of an entrant that did not make a purchase, entry will be deemed completed by the authorized account holder of the email address provided at time of registration. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, on-line service provider, wireless carrier, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

If due to technical, production or other errors, more prizes are claimed than intended, the intended prize will be awarded in a random drawing from all those submitting purportedly valid claims. No more than the number of prizes set forth in these Official Rules will be awarded. ALL POTENTIAL WINNING PLAYS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING. A "SCREEN SHOT" IS NOT PROOF OR EVIDENCE OF A WINNING PLAY AND/OR PRIZE. A PARTICIPANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE PLATFORM SHOULD SO INDICATE, UNLESS AND UNTIL SAID PARTICIPANT'S ELIGIBILITY AND THE POTENTIAL WINNING PLAY HAVE BEEN VERIFIED AND SAID PARTICIPANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY AND IS VOID AND WILL NOT BE HONORED. The submission of a prize claim is solely the responsibility of the participant.

**GRAND PRIZE WINNER DETERMINATION:** At the conclusion of the Promotion Period, representatives of Sponsor will randomly generate one (1) number associated with each entry (the "**Participant Number**") and will randomly generate one (1) prize determination number (the "**Prize Determination Number**"). If the Prize Determination Number and the participant's Participant Number match identically and in order, the participant will be a potential winner of the Grand Prize, subject to verification of eligibility and compliance with these Official Rules. **The odds of winning the Grand Prize are 1:10,000,000.**

**FIRST PRIZE WINNER SELECTION:** At the end of the Promotion Period, twenty-four (24) potential first prize winners will be randomly selected by representatives of Sponsor from all eligible entries received throughout the Promotion Period. **The odds of winning a first prize depend on the number of eligible entries received.**

**GRAND AND FIRST PRIZE WINNER NOTIFICATION:** The potential prize winners will be notified by telephone and/or e-mail, using contact information provided or collected at the time of entry. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If, despite reasonable efforts, a potential winner does not respond within seventy-two (72) hours of the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit their prize and, in the case of First Prizes only, an alternate First Prize winner may be selected. Sponsor, in its sole discretion, will attempt to contact up to three (3) potential

First Prize winners in accordance with the above procedure, after which the First Prize in question may go unawarded if it remains unclaimed. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the prize for any reason prior to award, such potential prize winner will be disqualified and, in the case of a First Prize winner, an alternate First Prize winner may be selected.

**PRIZES:**

One (1) Grand Prize is available. The Grand Prize consists of \$1,000,000 awarded in the form of an annuity that pays out \$25,000 per year for forty (40) years without interest. **THERE IS NO GUARANTEE THAT THE GRAND PRIZE WILL BE AWARDED.**

Twenty-four (24) First Prizes are available. Each First Prize consists of \$2,400 awarded in the form of a check to the confirmed winner.

**GENERAL PRIZE CONDITIONS:** Winners shall be solely responsible for all federal, state, and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize. Any potential winner must sign and have notarized an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, “**Prize Claim Documents**”). If winner fails or refuses to sign and return all Prize Claim Documents within five (5) days of prize notification (or a shorter time if required by exigencies), winner may be disqualified and, at the discretion of Sponsor, in the case of a Grand Prize, it will not be awarded, and, in the case of a First Prize, an alternate winner may be selected in a random drawing, at the sole discretion of Sponsor.

**GENERAL:** Acceptance of a prize constitutes prize winner’s permission for Sponsor and its designees to use prize winner’s name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation. Entrants agree that the Promotion Entities (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Promotion or any Promotion-related activity, or from entrants’ acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize’s quality or fitness for a particular purpose. Sponsor assumes no responsibility for any damage to an entrant’s or any other person’s computer system or wireless phone which is occasioned by participating in the Promotion, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, or stolen, entries or prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Promotion, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Promotion, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries

will be accepted. Sponsor reserves the right to modify, extend, suspend, or terminate the Promotion if it determines, in its sole discretion, that the Promotion is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Promotion as contemplated herein. In the event Sponsor is prevented from awarding prizes or continuing with the Promotion as contemplated herein by any event beyond its control, Sponsor shall have the right to modify, suspend, or terminate the Promotion. If the Promotion is terminated before the designated end date, Sponsor will (if possible) select First Prize winners in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. These Official Rules cannot be modified or amended in any way except in a written document issued by a duly authorized representative of Sponsor. 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.

**GOVERNING LAW:** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE PROMOTION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

**WINNER'S LIST:** For the names of the winners, send an email to: [support@theredemptionsite.com](mailto:support@theredemptionsite.com). Your email request must include "2023 24 Hour Fitness End of Year Promotion Winners" in the subject line. All such requests must be received within six (6) weeks after the end of the Promotion Period.