

REVISED FINAL - OCTOBER 30, 2020

**CRUNCH WIN A TESLA SWEEPSTAKES  
OFFICIAL RULES**

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

**SPONSOR:** VRJ Holdings, LLC., 2720 Broadway Center Boulevard, Brandon, FL 33510.

**TIMING:** The Crunch Win A Tesla Sweepstakes begins at 12:00:00 AM Eastern Standard Time ("EST") on November 1, 2020 and ends at 11:59:59 PM EST on December 31, 2020 (hereinafter, "Sweepstakes Period").

**ELIGIBILITY:** ENTRANTS MUST BE LEGAL RESIDENTS OF ALABAMA, COLORADO, FLORIDA, GEORGIA, ILLINOIS, KANSAS, MARYLAND, NORTH CAROLINA, OKLAHOMA, SOUTH CAROLINA, TEXAS AND VIRGINIA AND CANADA (EXCLUDING THE PROVINCE OF QUEBEC) WHO ARE THE AGE OF THE MAJORITY WITHIN THE JURISDICTION FROM WHICH THEY RESIDE AT THE TIME OF ENTRY. SWEEPSTAKES VOID IN THE PROVINCE OF QUEBEC, CANADA, OUTSIDE ALABAMA, COLORADO, FLORIDA, GEORGIA, ILLINOIS, KANSAS, MARYLAND, NORTH CAROLINA, OKLAHOMA, SOUTH CAROLINA, TEXAS AND VIRGINIA AND CANADA AND WHERE PROHIBITED BY LAW. You may participate in this Sweepstakes only as a natural person. Employees, officers and agents of Sponsor, PCG365, LLC ("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 this 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 is subject to all applicable federal, state, provincial and local laws and regulations.

**HOW TO ENTER:** During the Sweepstakes Period, you can earn up to five (5) entries (individually defined as "Entry" and collectively defined as "Entries"). To enter, you ("Entrant") may; (i) go to [www.crunch.com/CruiseWithCrunch](http://www.crunch.com/CruiseWithCrunch) and register for either one (1) FREE one-day, three-day, five-day or seven-day pass to use at a participating Crunch location to earn one (1) Entry; (ii) Visit a participating Crunch location and redeem one (1) FREE one-day, three-day or seven-day pass to earn one (1) Entry; (iii) Purchase a Crunch Fitness membership to earn three (3) Entries; (iv) Hand print your complete name and mailing address, email address and the address of the Crunch Fitness location nearest your residence on a piece of paper and mail it in an envelope with sufficient First Class postage to: Crunch Tesla Sweepstakes, c/o PCG365, LLC, P.O. Box 1008, Manhasset, NY 11030 (individually defined as "Mail-In Entry" and collectively defined as "Mail-In Entries"). All Mail-In Entries must be postmarked by December 31, 2020 and received by January 8, 2021. Limit one (1) Mail-In Entry per envelope; OR (v) Existing Crunch Members at participating locations as of October 31, 2020 will automatically receive five (5) Entries the first time they check into a participating Crunch location during the Sweepstakes Period. **Limit up to five (5) Entries per person regardless of Entry Method.** Incomplete Entries will be void. 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 as sending you an email confirming the receipt of Entry. Your Entry further constitutes your consent to receive commercial emails 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 the Sponsor's Privacy Policy. Eligibility to participate in this Sweepstakes is not dependent up 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. All requested information on the Entry must be provided in English to be entered and eligible to win. All Entries become property of the Sponsor and will not be acknowledged or returned and the Sponsor has the right to dispose of the Entries at Sponsor's sole discretion. Sponsor is not responsible for any lost, late, misdirected, illegible, incomplete, mutilated, postage due or mechanically reproduced Entries

or Entries that have been tampered with or not obtained through legitimate channels, all of which will be disqualified. Mechanically reproduced Entries or Entries generated or submitted with the use of a robotic, automated, macro, or script device, or other automated means or any other means intended to impact the integrity of the Sweepstakes as determined by Sponsor in Sponsor's sole discretion are void. Sponsor is not responsible for illegible, incomplete or stolen Entries or Entries that are processed late or are lost or deleted due to computer or electronic malfunction, or a participating Crunch location's failure to forward any Entries or other error. The use of automated devices is not valid for Entry. By entering, all Entrants agree to be bound by these Official Rules. Sponsor will not assume responsibility for any third party's failure to act in accordance with its instructions pertaining to Sweepstakes implementation. If you use a mobile device to enter this Sweepstakes, 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.

**WINNER SELECTION/RANDOM DRAWING:** One (1) Grand Prize Winner 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 January 29, 2021 by the Sweepstakes Administrator, an independent judging organization. Odds of winning depend on the number of 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. Potential Grand Prize Winner will be notified by the email address or mailing address provided at the time of Entry on or about February 5, 2021. If the potential Grand Prize Winner is a Canadian resident, he/she will be required to correctly answer a time-limited mathematical skill-testing question, without any assistance, in order to be eligible to receive the Grand Prize. Grand Prize Winner will be required complete, sign and return a Declaration of Compliance or similar documentation and a Form W-9 (if applicable) within ten (10) days of notification. The potential Grand Prize Winner may be disqualified under any of the following circumstances; **i)** if he/she cannot be reached by Sponsor or Sweepstakes Administrator within the specified time period; **ii)** If the Grand Prize notification or email address is returned as undeliverable; **iii)** if the potential Grand Prize Winner is found to be ineligible; **iv)** if the potential Grand Prize Winner fails to correctly answer the mathematical skill-testing question (if applicable) or does not return the required Declaration of Compliance or similar documentation within the required time period; and **v)** if the potential Grand Prize Winner is unwilling to accept the Grand Prize; or **vi)** if the potential Grand Prize Winner does not comply with these Official Rules. If the Grand Prize Winner resides in the United States, he/she will be required to supply Sponsor and Sweepstakes Administrator with his/her social security number for tax purposes and will be issued a FORM 1099-MISC as required by law. In the event the potential Grand Prize Winner is disqualified for any reason, Sponsor will award the Grand Prize to an alternate potential Grand Prize Winner in a Random Drawing from among all remaining eligible Entries received. **POTENTIAL GRAND PRIZE WINNER IS SUBJECT TO VERIFICATION BY SPONSOR AND/OR THE SWEEPSTAKES ADMINISTRATOR. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY, AND THE POTENTIAL SWEEPSTAKES GRAND PRIZE WINNER HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR IS NOT RESPONSIBLE FOR FRAUDULENT CALLS OR EMAILS MADE TO THE ENTRANTS NOT BY SPONSOR OR SWEEPSTAKES ADMINISTRATOR OR FOR ANY CHANGE OF ENTRANT'S EMAIL ADDRESS OR MAILING ADDRESS.**

**ONE (1) GRAND PRIZE:** One (1) Winner will receive one (1) 2021 Standard Range Plus Tesla 3 vehicle with a manufacturer's suggested retail price ("MSRP") of \$38,000 USD/\$50,595 CAD ("Prize Vehicle") and up \$4,000 USD/\$5,325 CAD to pay for all applicable sales tax on the Prize Vehicle ("Sales Tax Assistance"). The approximate retail value ("ARV") of the Grand Prize: \$42,000 USD/\$55,920. The interior and exterior colors of the Prize Vehicle will be selected at the sole discretion of the Sponsor. Grand Prize Winner will be solely responsible for all car title, license and registration fees, freight, delivery, dealer prep, additional equipment/options, insurance, gasoline, vehicle maintenance, emissions inspections, and all other expenses on the receipt and use of the Prize Vehicle. Grand Prize Winner must provide proof of valid car insurance and a valid driver's license to take delivery of the Prize Vehicle and failure to show same may result in prize forfeiture and selection of an alternate Grand Prize Winner. Any and all upgrades on the Prize Vehicle and any other package and factory options are subject to availability, and any upgrades to any of the foregoing will be at the Grand Prize Winner's sole expense. The Grand Prize Winner will be responsible for all other expenses relating to the receipt and use of the Prize Vehicle including any travel and transportation costs associated with collecting the Prize Vehicle. The Grand Prize Winner must take delivery of the Prize Vehicle at a time and Tesla dealer location determined in the sole discretion of Sponsor. Grand Prize Winner will be solely responsible for all federal, state and local taxes on his/her Prize. Sponsor will not pay for or offset any tax liability on the Grand Prize, except as defined as Sales Tax Assistance herein. In the event the sales tax on the Prize Vehicle is less than \$4,000 USD/\$5,325 CAD, Grand Prize Winner will only receive the amount

required to pay the sales tax and will not receive the difference between the actual sales tax and the stated Sales Tax Assistance stated herein. The ARV of the Grand Prize may fluctuate and change between the date of commencement of the Sweepstakes and the date that the Prize is awarded or redeemed. Any difference between the ARV and the actual value, if any, will not be awarded. No transfer of Grand Prize permitted. Sponsor does not make, nor in any manner is responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prize Vehicle including but not limited to its quality, fitness for purpose or mechanical condition. In the event the Grand Prize Winner does not wish to accept the Grand Prize Vehicle and Sales Tax Assistance as stated herein, the Grand Prize Winner may elect to receive a cash substitution in the amount of \$42,000 USD/\$55,920 CAD.

**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 Entrant who tampers with the Entry process, and to cancel, terminate, modify or suspend the Sweepstakes. 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 the Entrant'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. 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, 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 or (iv) 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) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (2) data corruption, theft, destruction, unauthorized access to or alteration of an Entry or other materials; (3) any injuries, losses or damages of any kind caused by the participation in the Sweepstakes; (4) any printing, typographical, administrative or technological errors in any materials associated with the Sweepstakes; or (5) 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 she/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, pandemics, 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 PRIZE DISTRIBUTED 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 CHALLENGE AND ALL ASPECTS RELATED THERETO. SPONSOR'S FAILURE TO ENFORCE ANY TERMS OF THESE OFFICIAL RULES SHALL NOT CONSTITUTE A WAIVER OF THAT PROVISION.

**NAME OF WINNER/OFFICIAL RULES:** To obtain the name of the Grand Prize Winner, (available after February 26, 2021), or a copy of these Official Rules, send a self-addressed, stamped #10 envelope to be received before March 31, 2021 to: Crunch Tesla Giveaway Sweepstakes, c/o PCG 365, LLC, P.O. Box 1008, Manhasset, NY 11030. Vermont and Canadian residents may omit return postage. Please specify "Name of Winner" or "Official Rules" on the outer envelope.

**SWEEPSTAKES ADMINISTRATOR:** PCG 365, LLC, P.O. Box 1008, Manhasset, NY 11030.

**This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Tesla Motors.**

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