

FINAL

**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: CRUNCH, LLC, 22 West 19th Street, Third Floor, New York, NY 10011.

TIMING: The Crunch Win A Tesla Sweepstakes ("Sweepstakes") begins at 12:00:00 AM Eastern Daylight Savings Time ("EDT") on July 1, 2021 and ends at 11:59:59 PM EDT on July 31, 2021 (hereinafter, "Sweepstakes Period").

ELIGIBILITY: ENTRANTS MUST BE LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES, THE DISTRICT OF COLUMBIA AND PUERTO RICO WHO ARE AT LEAST EIGHTEEN (18) YEARS OF AGE AT THE TIME OF ENTRY ("ENTRANT"). VOID OUTSIDE THE FIFTY (50) UNITED STATES, THE DISTRICT OF COLUMBIA, PUERTO RICO AND WHERE PROHIBITED. 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 "Related 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. Any person who has been convicted in a court of law or entered a plea of guilty or no contest to any felony or any crime involving moral turpitude, dishonesty or theft, or who has been convicted in a court of law or entered a plea of guilty or no contest to Driving While Intoxicated within the 10-year period prior to July 1, 2021 will not be eligible to win.

HOW TO ENTER: During the Sweepstakes Period, visit www.superchargeyoursummer.com and register for the Sweepstakes by completing an entry form ("Entry Form") by submitting your complete name, a valid email address, the zip code from which you reside and your telephone number including area code (individually defined as "Entry" and collectively defined as "Entries"). Limit one (1) Entry per person/email address. Only one (1) email address may be used to enter this Sweepstakes.

HOW TO EARN ADDITIONAL ENTRIES: (A) If you are not a current Crunch Member by June 30, 2021 you (Entrant) may earn additional entries by (i) Redeeming the one-day FREE Pass at any participating Crunch location during the Sweepstakes or hand printing your complete name, mailing address and the same email address you submitted in your Entry on a piece of paper and mailing it in an envelope with sufficient First Class postage to: Crunch Tesla Sweepstakes, P.O. Box 1008, Manhasset, NY 11030 (individually defined as "Mailed Entry" and collectively defined as "Mailed Entries") to earn one (1) additional entry; and (ii) Purchase any Crunch Membership during the Sweepstakes Period ("Purchase Entry"); or hand print your complete name, mailing address and the same email address you submitted in your Entry on a piece of paper and mail it in an envelope with sufficient First Class postage to: Crunch Tesla Sweepstakes, P.O. Box 1008, Manhasset, NY 11030 ; or **(B)** If you are a current Crunch Member as of June 30, 2021, you (Entrant) may earn additional entries by (i) Checking in to any participating Crunch location during the Sweepstakes Period to earn one additional entry or hand printing your complete name, mailing address and the same email address you submitted in your Entry on a piece of paper and mailing it in an envelope with sufficient First Class postage to: Crunch Tesla Sweepstakes, P.O. Box 1008, Manhasset, NY 11030 to earn one (1) additional entry; and (ii) Purchase one (1) Personal Training Package at any participating Crunch location during the Sweepstakes Period ("Purchase Entry"); or hand print your complete name, mailing address and the same email address you submitted in your Entry on a

piece of paper and mailing it in an envelope with sufficient First Class postage to: Crunch Tesla Sweepstakes, P.O. Box 1008, Manhasset, NY 11030 to earn one (1) additional entry. (Ai and Aii and Bi and Bii, are individually defined as "Additional Entry" and collectively defined as "Additional Entries"). All Mailed Entries must be postmarked by July 31, 2021 and received by August 9, 2021. Limit up to two (2) Mailed Entries per person. **Limit up to two (2) Additional Entries per person regardless of Entry Method. The same email address submitted by the Entrant in the Entry must be submitted at the time the one-day, Free Pass is redeemed and when the Crunch Membership is purchased. Entrants must register for the Sweepstakes by completing and submitting an Entry Form before they can earn Additional Entries. In the event an Entrant who is not a Crunch Member by June 30, 2021 redeems the one-day FREE Pass, purchases a Crunch Membership or sends a Mailed Entry before he/she completes and submit an Entry Form, the Entrant will be disqualified. In the event an Entrant who is a current Crunch Member as of June 30, 2021 checks into any participating Crunch location, purchases one (1) Personal Training Package at any participating Crunch location or sends a Mailed Entry before he/she completes and submits an Entry Form, the Entrant will be disqualified.**

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, email address, telephone number 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; 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 upon 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 and Additional 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 Additional Entries or Entries or Additional Entries that have been tampered with or not obtained through legitimate channels, all of which will be disqualified. Mechanically reproduced Entries or Additional Entries or Entries or Additional 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 Additional Entries or Entries or Additional 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 Additional 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, two (2) First Prize Winners and five (5) Second Prize Winners 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 August 16, 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 Prize Winners will be notified via the email address submitted in the Entry on or about August 18, 2021. Grand Prize Winner will be required to complete, sign and return an Affidavit of Eligibility, Liability and where permitted, a Publicity Release or similar documentation and a Form W-9 (if applicable) within

ten (10) days of notification. The First Prize Winners and Second Prize Winners will be required to complete, sign and return a Prize Verification Form within ten (10) days of notification. By signing and returning an Affidavit of Eligibility, Liability and Publicity Release, Grand Prize Winner must agree to a criminal background investigation. By signing and returning a Prize Verification Form, each Second Prize Winner must agree to a criminal background investigation. In the event the criminal background investigation consists of any criminal record for the Grand Prize Winner or a Second Prize Winner, the Sponsor reserves the right, at its sole discretion, to disqualify the Grand Prize Winner or that Second Prize Winner. A potential 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 a Prize notification or email address is returned as undeliverable; **iii)** if a potential Prize Winner is found to be ineligible; **iv)** if a potential Prize Winner does not return the required Affidavit of Eligibility, Liability and Publicity Release or Prize Verification Form within the required time period; **v)** if a potential Prize Winner is unwilling to accept the Prize as stated in these Official Rules; **vi)** if a potential Prize Winner does not agree to a Criminal Background Investigation; or **vii)** if a potential Prize Winner does not comply with these Official Rules. The Grand Prize Winner and Second Prize Winners will be required to supply Sponsor and Sweepstakes Administrator with his/her social security number for the Criminal Background Investigation. The Grand Prize Winner will be issued a FORM 1099-MISC for tax purposes as required by law. In the event a potential Prize Winner is disqualified for any reason, Sponsor will award that Prize to an alternate potential Prize Winner in a Random Drawing from among all remaining eligible Entries received. POTENTIAL PRIZE WINNERS ARE 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 A POTENTIAL SWEEPSTAKES 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.

EIGHT (8) PRIZES AND THEIR APPROXIMATE RETAIL VALUES ("ARV") ONE (1) GRAND PRIZE:

One (1) Winner will receive (i) one (1) base model 2021 Standard Range Plus Tesla Model 3 vehicle; (ii) one thousand dollars (\$1,000) for upgraded paint; and (iii) one thousand five hundred dollars (\$1,500) for sport wheels with a combined manufacturer's suggested retail price ("MSRP") of \$42,200 (i, ii, and iii "Prize Vehicle") and four thousand dollars (\$4,000) to pay for all applicable sales tax on the Prize Vehicle ("Sales Tax Assistance"). The ARV of the Grand Prize: \$46,200; **TWO (2) FIRST PRIZES:** Two (2) Winners will each receive one (1) Samsung 4K UHD HDR Smart TV designated by Sponsor. ARV of each First Prize: \$467.99; and **FIVE (5) SECOND PRIZES:** Five (5) Winners will each receive one (1) Apple Watch Series 3. ARV of each Second Prize: \$199. **TOTAL ARV OF ALL PRIZES: \$48,131.** The interior 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, electricity to charge car battery, vehicle maintenance, 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. Sponsor will not pay for or offset any tax liability on the Grand Prize, except as defined as Sales Tax Assistance 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. Delivery of the Prize Vehicle is subject to availability and may take up to nine (9) months from date Grand Prize Winner is confirmed. Each Prize Winner will be solely responsible for all federal, state and local taxes on his/her Prize. Any difference between the ARV and the actual value of any Prize, if any, will not be awarded. No transfer of any 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 any Prize 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. Cash substitutions on the First Prizes and Second Prizes are not allowed. In the event a First Prize or Second Prize is not

available at the time of prize distribution, Sponsor reserves the right to substitute a prize of equal or greater value.

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 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.

NAME OF WINNER/OFFICIAL RULES: To obtain a Winners List (available after September 15, 2021), or a copy of these Official Rules, send a self-addressed, stamped #10 envelope to be received before November 1, 2021 to: Crunch Tesla Giveaway Sweepstakes, c/o PCG 365, LLC, P.O. Box 1008, Manhasset, NY 11030. Vermont 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. Prizes identified, logos, brands and other trademarks referred to within this Sweepstakes are the property of their respective trademark holders and are not sponsors or endorse this Sweepstakes.

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