CRUNCH FITNESS x GROW WITH LIGHT SWEEPSTAKES OFFICIAL RULES

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

SPONSOR: Crunch, LLC, 22 West 19th Street, New York, NY 10011

TIMING: The Crunch x Grow With Light Sweepstakes ("Sweepstakes") begins at 3:00:00 PM Eastern Standard Time ("EST") on March 18, 2021 and ends at 11:59:59 PM EST on March 26, 2021 (hereinafter, "Sweepstakes Period").

ELIGIBILITY: ENTRANTS MUST BE LEGAL RESIDENTS OF THE FORTY-EIGHT (48) CONTIGUOUS UNITED STATES, THE DISTRICT OF COLUMBIA AND PUERTO RICO WHO ARE AT LEAST 18 YEARS OLD AT TIME OF ENTRY TO BE ELIGIBLE. SWEEPSTAKES VOID IN ALASKA, HAWAII AND WHERE PROHIBITED BY LAW. You may enter this Sweepstakes only as a natural person. Employees, officers and agents of Sponsors ("Sweepstakes Administrator") and Sponsors' 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 the 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 subject to all applicable federal, state, and local laws and regulations.

HOW TO ENTER: During the Sweepstakes Period, to enter you ("Entrant") must; (i) have an active and non-protected Instagram account or sign up for a free Instagram account at <u>www.instagram.com</u> (ii) follow @crunchgym on Instagram (iii) follow @growwithlight (iv) tag your friends in the comments of the sweepstakes photo ("Sweepstakes Entry").

Entry content will not be judged. By submitting a Sweepstakes Entry, each entrant consents to receive from the Sponsor an Instagram direct message notifying such entrant that he/she is a potential prize winner. Entrants will be required to have a public account in order to accept an eligible Entry. Entries posted by a protected Instagram account will not be recognized. Duplicate Entries or multiple Entries made by an Entrant in excess of the number allowed will be disqualified. THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM; YOU ARE PROVIDING YOUR INFORMATION TO SPONSOR AND NOT TO INSTAGRAM.

Your Entry constitutes your consent to participate in this Sweepstakes and your consent for Sponsor to obtain and your name, address and other information for the purpose of administering this Sweepstakes. Use of robotic, automatic, or macro devices is not valid for Entry. Any Entry that is submitted with the use of a robotic, automated or macro device will be void. All Entries become the property of the Sponsor upon submission and will not be acknowledged or returned and the Sponsor has the right to dispose of the Entries at Sponsor's discretion.

Entries made via Instagram may not contain, as determined by Sponsor's sole discretion, any content that:

- Is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; obscene or offensive;
- Feature celebrities, public figures or animated characters;
- Promotes irresponsible or excessive consumption of alcohol; promotes illegal drugs, tobacco, firearms/weapons, or any particular political agenda or message;
- Defames, misrepresents or contains disparaging remarks about other people or companies;
- Contains trademarks, trade names or copyrighted materials owned by others, except those owned by Sponsor for which Sponsor has provided Entrant a limited license to use as it relates to the Promotion;
- Contains any personal identification, such as license plate numbers, personal names (other than just first name), email or street addresses;
- Communicates messages inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate;
- Contains competitive products of Sponsor; and/or
- Violates any law or infringes upon the rights of any other person or company.

Sponsor reserves the right to monitor Entries prior to posting them on Sponsor's social media platforms, including but not limited to Instagram. By entering this Promotion, each Entrant acknowledges that his/her Social Media Entry may be posted at Sponsor's website or social media platforms, including but not limited to Instagram in Sponsor's sole discretion.

Sponsor has no obligation to use or post any Social Media Entry submitted by any Entrant. The use of a Social Media Entry by Sponsor or any Released Entity does not have any effect on the winner selection process. Social Media Entries posted are the views/opinions of the individual Entrant and do not reflect the views of Sponsor in any manner. By entering the Sweepstakes, each Entrant grants Sponsor and the Released Entities a worldwide, irrevocable, exclusive, assignable, transferable, ungualified, unrestricted, royalty-free license and right to edit, modify, publish, use, reuse, distribute, display, copy and otherwise exploit a Social Media Entry or any part thereof (with or without the Entrant's name and city/state), and any materials based thereon or derived therefrom, in any manner and in any media (whether now known or later developed), for any lawful purposes whatsoever (noncommercial or commercial), including, without limitation, for use in commercial packaging and point-of-sale materials, or for promotion, marketing or advertising of Sponsor, or any Released Entity, in any medium (whether now or hereafter known) throughout the world in perpetuity without further permission, notification, consideration, or payment to the Entrant, except where prohibited by law. In addition, each Entrant forever waives in favor of Sponsor all rights of "Droit Moral" or "Moral Rights of Authors" or any similar rights or principles of law that may preclude the use of the Social Media Entry (or any part thereof) as granted herein, or require Entrant's permission to use the Social Media Entry (or any part thereof) for the purposes stated herein. By submitting your Social Media Entry, you warrant and represent that (i) your Social Media Entry is original work and was created solely by you, has not been previously published, and has not won previous awards, does not incorporate any material owned by any third party; (ii) the use of the Social Media Entry as described herein will not violate any law or infringe upon the rights of any third party; and (iii) you have obtained permission from any person or from a parent/legal guardian of any minor whose name or likeness is used in the Social Media Entry. If, in the sole discretion of Sponsor, the Social Media Entry violates any law or infringes upon the rights of any third party, is inaccurate, incomplete or irregular in any way, or otherwise does not comply with these Official Rules or is deemed inappropriate, the Sponsor may disgualify the Social Media Entry. Use of a mobile device to participate in this Promotion is not required. If you use a mobile device to enter or to post updates from Instagram and/or Twitter, 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. By submitting an Entry, Entrant agrees to abide by the terms of these Official Rules, the decisions of the Sponsor and Released Parties, the Sponsor's Privacy Policy available at, www.crunch.com/privacy-policy, Instagram's Privacy Policy and Twitter's Privacy Policy.

DIGITAL MILLENNIUM COPYRIGHT ACT: Once an Image is entered into the Sweepstakes, any such posting will be deemed made at the direction of the Entrant within the meaning of the Digital Millennium Copyright Act and the Communications Decency Act. EACH ENTRANT REPRESENTS, UNDERSTANDS AND ACKNOWLEDGES THAT HE/SHE WILL NOT BE PAID FOR OR RECEIVE ANY FORM OF COMPENSATION OR ROYALTY (OTHER THAN THE PRIZE STATED HEREIN IF SELECTED AS A PRIZE WINNER) IN EXCHANGE FOR GRANTING SPONSOR THE NON-EXCLUSIVE LICENSE RIGHTS OR FOR ANY SUBSEQUENT USE OF SUCH IMAGE BY SPONSOR. If requested, Entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights Entrant is granting to use the Image.

WINNER SELECTION/RANDOM DRAWING: Three (3) 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 March 29, 2021 by Crunch and Grow With Light. Odds of winning depend on the number of eligible Entries received. Sweepstakes Entrants agree to be bound by the decisions of the Sponsor, which are final and binding on all matters pertaining to this Sweepstakes. The potential Winners will be notified Instagram direct message on or about March 29, 2021. The potential Winners will be required to complete, sign and return an Affidavit of Eligibility/Release of Liability (and where permitted) a Publicity Release ("Affidavit/Release"), and a Form W-9 within five (5) business days of notification. A potential Winner may be disgualified under any the following circumstances; i) if he/she cannot be reached by Sponsor within the specified time period; ii) if a Prize notification or email or direct message correspondence is returned as undeliverable; iii) if a potential Winner is found to be ineligible; iv) if a potential Winner does not return the required Affidavit/Release within required time period; v) if a potential winner is unwilling to accept the prize; and vi) if a potential prize winner does not comply with these Official Rules. Each Winner will be required to supply Sponsor 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 Winner is disqualified for any reason, Sponsor may award Prize to an alternate potential Winner in a Random Drawing from among all remaining eligible Entries provided sufficient time remains prior to designated dates of the Grand Prize trip. Sponsor is not responsible for fraudulent calls or emails made to Entrants not by Sponsor, or for any change of Entrant's email address or Instagram handle.

THREE (3) PRIZES:

• One winner will receive one (1) free three-month All Crunch membership and two (2) Grow With Light leggings, two (2) Grow With Light shirts and one (1) Grow With Light Hoodie

- o One winner will receive one (1) Grow With Light leggings and two (2) Grow With Light shirts
- One winner will receive (1) Grow With Light leggings and one (1) Grow With Light shirts (\$900 "ARV")

The Winners are solely responsible for any and all expenses and incidentals not expressly stated in the Prize description herein, including but not limited to, ground transportation between winner's residence and the gym, upgrades, and personal incidentals. No substitution, assignment, redemption for cash, or transfer of any prize permitted. If the advertised prize cannot be awarded due to circumstances beyond Sponsor's reasonable control, a substitute prize of equal or greater value may be awarded in Sponsor's sole discretion. All Prize details not specified in the Official Rules will be determined in Sponsor's sole and absolute discretion. If aWinner is unable to or cannot otherwise fully enjoy the prize due to any reason, Sponsor shall have the option at its sole discretion of being relieved of liability for fulfillment of the Prize award, and no other compensation in lieu of the Grand Prize will be awarded. The value of the Grand Prize set forth above represents Sponsor's good faith determination of the approximate retail value thereof, and the actual fair market value, as ultimately determined by Sponsor, is final and binding and cannot be challenged or appealed. In the event the stated approximate retail value of the Grand Prize, the difference will not be awarded in cash or otherwise.

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 individual who tampers with the Entry process, and to cancel, terminate, modify or suspend the Sweepstakes. If the Sweepstakes is terminated early, Sponsor reserves the right to select the prize winners in a random drawing from among all eligible Entries received up to the time of termination. 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 participant'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 disgualify 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. All decisions of the Sponsor are final and binding in all aspects of the Sweepstakes. By participating, each Grand Prize Winner grants the Sponsor an irrevocable perpetual right to use his/her name, image, likeness or comments for publicity purposes in connection with this Sweepstakes (including, without limitation, any post-Sweepstakes publicity) without additional notice or consent, and without payment of additional consideration, except where prohibited by law. By participating, 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, Instagram, 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, (iv) possession, acceptance, use or misuse of a prize or (v) 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) late, lost, delayed, stolen, misdirected, incomplete unreadable, inaccurate, garbled or unintelligible Entries, (2) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (3) data corruption, theft, destruction, unauthorized access to or alteration of an Entry or other materials; (4) any

injuries, losses or damages of any kind caused by the participation in the Sweepstakes; (5) any printing, typographical, administrative or technological errors in any materials associated with the Sweepstakes; or (6) 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 s/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, 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 GRAND PRIZE AWARDED 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.

SPONSOR: Crunch, LLC. 22 W. 19th St. 3rd Floor. New York, NY 10011

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