

Revised September 17, 2021

**THE CRUNCH PHYSICAL 40TH 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, 386 Park Avenue, 15th Floor, New York, NY 10016.

TIMING: The Crunch Physical 40th Sweepstakes ("Sweepstakes") begins at 12:00:00 AM Eastern Daylight Savings Time ("EDT") on October 1, 2021 and ends at 11:59:59 PM EDT on October 31, 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 EIGHTEEN (18) YEARS OF AGE AT THE TIME OF ENTRY ("ENTRANT"). VOID IN ALASKA, HAWAII, OUTSIDE THE FIFTY (50) UNITED STATES AND WHERE PROHIBITED. You may participate in this Sweepstakes only as a natural person. Employees, officers and agents of Sponsor, PCG365, LLC ("Sweepstakes Administrator"), Primary Wave Music IP Fund 2 LP and their affiliates 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 September 1, 2021 will not be eligible to win.

HOW TO ENTER: During the Sweepstakes Period, go to www.CrunchPhysical40th.com and register for the Sweepstakes by submitting your complete name, a valid email address and telephone number to receive one (1) Entry. Limit one (1) Entry per person/email address. 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, 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 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, 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 or that are processed late or are lost or deleted due to computer or electronic malfunction, 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 and two (2) First 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 November 5, 2021 by the Sweepstakes Administrator, an independent promotions 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.

THREE (3) PRIZES AND THEIR APPROXIMATE RETAIL VALUES ("ARV"): ONE (1) GRAND PRIZE: One (1) Winner will receive one (1) trip for Winner and one (1) Guest to Los Angeles, CA of: (i) round-trip, economy class air transportation on United Airlines from the major commercial airport nearest Grand Prize Winner's residence to Los Angeles, California; (ii) lodging accommodations for three (3) nights (one (1) standard double occupancy room, room and tax only) at a hotel designated by Sponsor; (iii) one (1) Meet and Greet Session with Olivia Newton-John either in-person or via a Video Conference platform designated by Sponsor; (iv) two (2) tickets to Universal Studios Hollywood; and (v) one (1) five hundred dollar (\$500) American Express Gift Card (i, ii, iii, iv, and v, collectively defined as "Grand Prize"). ARV of Grand Prize: \$7,500; and **TWO (2) FIRST PRIZES:** Two (2) Winners will each receive one (1) twelve (12) consecutive month All Crunch Membership. ARV of each First Prize: \$1,849.00. **TOTAL ARV OF ALL PRIZES: \$11,198.** The ARV of the Grand Prize Trip may vary depending upon the point of departure and/or airline fare fluctuations. Grand Prize Winner is solely responsible for any and all expenses and incidental travel costs not expressly stated in the Grand Prize Trip description herein, including but not limited to, ground transportation between winner's residence and airport of departure, ground transportation in Los Angeles, CA, in-room hotel charges (e.g., mini-bar, room service, telephone, movies, etc.), gratuities, souvenirs, insurance, travel upgrades, baggage fees, and personal incidentals. Grand Prize Winner will be required to provide a valid credit card or debit card at the time of hotel check-in and will be solely responsible for any and all charges to Winner's hotel room during his/her Trip. No substitution, assignment, redemption for cash, or transfer of any prize permitted. American Express Gift Card is subject to terms and conditions thereon. Sponsor not responsible for lost, stolen or unused American Express Gift Card. 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 Grand Prize Trip details not specified in the Official Rules will be determined in Sponsor's sole and absolute discretion. Selection of airline, departure airport and arrival airport are solely within Sponsor's sole discretion. Sponsor will provide a list of designated available travel date options for the Grand Prize Winner to travel which include a designated date for the Meet and Greet Session with Olivia Newton-John either in-person or via a Video Conference. Grand Prize Winner must travel on travel dates designated by Sponsor. In the event the Grand Prize Winner cannot travel on any of the available dates designated by Sponsor, the Grand Prize Winner will be disqualified, and the Grand Prize will be awarded to an alternate winner in a random drawing from among all remaining eligible entries received. In the event, for whatever reason, the Meet and Greet Session with Olivia Newton-John is cancelled during the Grand Prize Winner's trip, that portion of the Grand Prize will not be awarded, and no substitution will be provided for such cancelled portion of the Grand Prize. Grand Prize Winner is responsible for any air travel taxes and/or expenses, including applicable departure taxes or fees, and security charges. Once issued, airline tickets are nontransferable and may not be reissued. Open tickets may not be issued, and stopovers are not permitted. Travel arrangements must be made through Sponsor and travel dates and arrangements are subject to air travel, availability and other prize and travel restrictions. All Grand Prize elements must be redeemed at the same time. Grand Prize Winner and his/her Guest must travel on the same itinerary to/from the same airport. In the event the Grand Prize resides within one hundred fifty (150) miles from Los Angeles, CA, ground transportation will be provided in lieu of air transportation and the difference in value between the ground transportation and air transportation will not be provided. Travel is subject to terms and conditions set forth in these Official Rules and those set forth by selected travel providers, availability may vary, and material restrictions may apply. Grand Prize Winner and Guest must have a valid U.S. Government issued Identification in order to travel. Sponsor and Travel Providers shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels or other transportation companies or any other persons providing any of these services and accommodations to passengers, such as changes in services or accommodations necessitated by same. Sponsor and Travel Providers shall not be liable for any loss or damage to baggage or other items. If the Grand Prize Winner 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 Grand Prize award, and no other compensation in lieu of the

Grand Prize will be awarded. All travel is subject to any and all restrictions instituted by the Department of Defense and/or Department of Homeland Security, The Centers for Disease Control and federal, state and local health departments, as required. Sponsor, Sweepstakes Administrator and the Released Entities are not responsible for any theft, personal injury, illness and/or death that could take place during the Grand Prize Trip, including but not limited to exposure to viruses associated with the COVID-19 pandemic and other communicable diseases. Grand Prize Winner and Guest are responsible for obtaining their own medical and life insurance and the associated costs. The value of any 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 a Prize is more than the actual fair market value of a Prize, the difference will not be awarded in cash or otherwise. No transfer or substitution 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. Cash substitutions on any Prize is not allowed. Except as otherwise set forth herein, in the event a Prize is not available at the time of prize distribution, Sponsor reserves the right to substitute a prize of equal or greater value.

MEET AND GREET SESSION CONDUCT: The Olivia Newton-John Meet and Greet Session ("Event") will be conducted under the supervision of Sponsor and its Event Representatives ("Event Staff"). Grand Prize Winner's and Guest's conduct will be under the supervision of Sponsor and Event Staff whose decisions are final and binding in all aspects relating to the Event. The Grand Prize Winner and his/her Guest may be removed from the Event premises at the sole discretion of the Sponsor or Event Staff for any reason at any time, including but not limited to the advice of the Event staff, creating an unauthorized disturbance, interruption or unnecessarily rough physical contact, or for any unhealthy, unsafe, or inappropriate act, including refusing to properly wear any required face covering. If the Grand Prize Winner or the Guest who in the opinion of the Sponsor or Event Staff is considered a physical or mental threat to the well-being of any other person attending and/or participating in the Event or Event staff, he/she may be removed from the Event premises, and not entitled to attend or participate in the Event. Any act performed by the Grand Prize Winner, or the Guest defined by Federal, State or Local statute or ordinance as constituting a criminal act may result in removal from the Event premises. At the sole discretion of the Sponsor and Event Staff, if the Grand Prize Winner or the Guest uses profanity or demonstrates any lewd or sexually suggestive gestures or full or partial nudity, the Sponsor shall have the right to remove that individual from the Event premises. At the sole discretion of the Sponsor and Event Staff, if the Grand Prize Winner or the Guest creates the potential for death, disability, injury and/or property damage during the Event, the Sponsor and/or the Event Staff, shall have the right to remove that individual from the Event premises. Sponsor and/or Event Staff will involve local law enforcement where deemed necessary in their sole and absolute discretion.

PRIZE WINNER NOTIFICATIONS: Potential Prize Winners will be notified via the email address and telephone submitted in the Entry on or about November 10, 2021. All Prize Winners will be required to complete, sign and return an Affidavit of Eligibility, which may include COVID-19 vaccination status as required by federal, state or local health department or other applicable orders. Liability and where permitted, a Publicity Release or similar documentation and a Form W-9 (if applicable) within three (3) days of notification. Grand Prize Winner's Guest will be required to complete and sign a Travel Liability Affidavit and a Publicity Release in order to travel with Grand Prize Winner on the Grand Prize trip. By signing and returning an Affidavit of Eligibility, Liability and Publicity Release, Grand Prize Winner and his/her Guest 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 the Grand Prize Winner's guest, the Sponsor reserves the right, at its sole discretion, to disqualify the Grand Prize Winner and/or require the Grand Prize Winner to select a new guest. 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 within the required time period; **v)** if a potential Prize Winner is unwilling to accept the Prize as stated in these Official Rules; or **vi)** if a potential Prize Winner does not comply with these Official Rules. All Prize Winners will be required to supply Sponsor and Sweepstakes Administrator with his/her social security number. All Prize Winners will be issued a FORM 1099-MISC for tax purposes as required by law. All Prize Winners are solely responsible for any and all federal and applicable state taxes on the Prizes. In the event the potential Grand Prize Winner is disqualified for any reason, Sponsor will award the Grand Prize to an alternate potential Prize Winner

provided sufficient time remains prior to the Event as defined herein. In the event a potential First 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.

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.

WINNERS LIST/OFFICIAL RULES: To obtain a Winners List (available after November 30, 2021), or a copy of these Official Rules, send a self-addressed, stamped #10 envelope to be received before January 31, 2022 to: The Crunch Physical 40th Sweepstakes, c/o PCG 365, LLC, P.O. Box 1008, Manhasset, NY 11030. Vermont residents may omit return postage. Please specify "Winners List" or "Official Rules" on the outer envelope.

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

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