

## OFFICIAL SOCIAL MEDIA SWEEPSTAKES AND GIVEAWAY RULES

**NO PURCHASE IS NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING. PARTICIPATION IN THE PROMOTION CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE OFFICIAL RULES. OPEN TO LEGAL RESIDENTS OF THE UNITED STATES (EXCLUDING PUERTO RICO, THE U.S. VIRGIN ISLANDS, AND OTHER COMMONWEALTHS, TERRITORIES AND POSSESSIONS), 18 YEARS OR OLDER.**

- 1. Terms.** By entering this sweepstakes ("**Sweepstakes**") and accepting these terms, you agree to be bound by the following rules ("**Official Rules**"), which constitute a binding agreement between you and Life Time, Inc., any website companies hosting and promoting the Sweepstakes, and their affiliates ("**Life Time**"). These Official Rules apply to all online (Facebook, Twitter, LinkedIn, YouTube, etc.) sweepstakes unless otherwise noted.
- 2. Eligibility.** Sweepstakes is open only to individuals participate in the Sweepstakes or submit an entry and who are eighteen (18) years of age as of the date of entry ("**Entrant**"). The Sweepstakes is only open to legal residents of the United States, and is void where prohibited by law. Employees of Life Time, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the "**Employees**"), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Sweepstakes. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations.
- 3. Agreement to Rules.** By participating, the Entrant agrees to be fully unconditionally bound by these Official Rules. Entrant represents and warrants that they meet the eligibility requirements. In addition, Entrant agrees to accept the decisions of Life Time as final and binding as it relates to the content of this Sweepstakes.
- 4. Sweepstakes Period.** Sweepstakes start date and time and end date and time as outlined by social media post or email by the Life Time Austin Rattler. Entries will

be accepted online starting on January 1<sup>st</sup>, 2024 and ending October 17<sup>th</sup>, 2024 at 11:59pm CT. Winners will be chosen on October 18<sup>th</sup>, 2024.

- 1. How to Enter.** Entrants must follow the directions outlined by following the steps on the Austin Rattler Instagram, Facebook post. All entries must be received by the date and time outlined in website or blog posting. Any automated computer receipt, such as one confirming delivery of email, does not constitute proof of entry for the purposes of these Official Rules. The entry must fulfill all Sweepstakes requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Life Time. Entrant may submit multiple entries. Fraudulent methods or other attempts to circumvent the rules will disqualify an Entrant's eligibility at the sole discretion of Life Time. Life Time may disqualify any Entry for any reason, in its sole and absolute discretion.
- 6. Alternative Method of Entry.** You can request entry into the contest without making a purchase or entering a photo via social media platform by mailing the following information to Life Time, ATTN: Life Time Partnership Media, 11 W 8<sup>th</sup> Ave Emporia KS 66801: your full name, mailing address, phone number, email address, and desire to enter the Austin Rattler Giveaway. All mail-in entries must be received by September 6, 2023, 11:59 p.m. Central Time. Each request must be mailed in a separate stamped envelope. Requests that are sent in business reply envelopes, that utilize address labels or stickers (for any address), that are photocopies, hand-stamped, computer-generated or otherwise mechanically or digitally produced or reproduced, that are not mailed in separate stamped mailing envelopes, or that otherwise fail to comply with the Official Rules will NOT be honored, acknowledged, or returned, and the persons submitting such requests will forfeit any corresponding postage.
- 7. Prizes.** The Winner(s) of the Sweepstakes (the "**Winner**") will receive a set of Cantu Rova wheels. Actual or appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by Life Time. No cash or other prize substitution shall be permitted except at Life Time's discretion. The prize is nontransferable. Any and all prize-related expenses, including without

limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. The prize is awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for Life Time to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

8. **Odds.** The odds of winning depend on the number of eligible entries received.
  
9. **Winner Selection and Notification.** Winner will be selected by community vote or judging criteria, as explained in the website or blog posting, under the supervision of Life Time. Winner will be notified by email. Life Time shall have no liability for Winner's failure to receive notices due to spam, junk e-mail or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within thirty (30) days from the time the award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected. Receipt by Winner of the prize offered in this Sweepstakes is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT LIFE TIME 'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE SWEEPSTAKES, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.
  
10. **Rights Granted by You:** By entering this Sweepstakes, the Entrant understands and agrees that Life Time, anyone acting on behalf of Life Time, and Life Time's licensees, successors, and assigns, have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the world, without limitation, the Entrant's entry, name, portrait, picture, voice, likeness, image, statements about the Sweepstakes, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes, without any further compensation, notice, review, or consent.

11. **Terms & Conditions:** Life Time reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes should virus, bug, non-authorized human intervention, fraud, or other cause beyond Life Time's control corrupt or affect the administration, security, fairness, or proper conduct of the Sweepstakes. In such case, Life Time may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Life Time. Life Time reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Sweepstakes or website or violates these Terms & Conditions. Life Time has the right, in its sole discretion, to maintain the integrity of the Sweepstakes, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Sweepstakes rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil laws. Should such attempt be made, Life Time reserves the right to seek damages to the fullest extent permitted by law.

12. **Indemnification and Limitation of Liability.** By entering, Entrant agrees to release, indemnify, and hold harmless Life Time and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Sweepstakes and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries. If sweepstakes requires a submission of original work by Entrant, Entrant represents and warrants that entries are an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, Entrant will be

disqualified at the sole discretion of Life Time. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, Entrant will, at their sole expense, defend or settle against such claims. Entrant shall indemnify, defend, and hold harmless Life Time from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which Life Time may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

13. **Disqualification.** If an Entrant is found ineligible, or if he/she does not comply with the Official Rules, then such Entrant will be disqualified. If a prize, prize documentation, or prize notification is returned as undeliverable or unclaimed, this will result in disqualification. In the event an Entrant is deemed ineligible or disqualified for any reason, then an alternate potential winner will be selected.

14. **Disputes.** THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF THE UNITED STATES AND MINNESOTA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Sweepstakes, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Minnesota having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Sweepstakes). Entrant further waives all rights to have damages multiplied or increased.

15. **Privacy Policy.** Information submitted with an entry is subject to the Privacy Policy stated on [Life Time's website](#). Life Time may collect information that you provide to enter the Sweepstakes and will use personal information you provide to enter the Sweepstakes to actually conduct the Sweepstakes. Life Time may provide the personal information you provide to third party fulfillment companies only to administer the Sweepstakes and deliver prizes to winners.

16. **Winners List.** To obtain a copy of the Winner's name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: Life Time Athletic Events, 714 Commercial St. Emporia KS 66801. Requests must be received no later than thirty days (30) after the Sweepstakes Entry Period.
  
17. **Sponsor.** The Sponsor of the Sweepstakes is Life Time, Inc. 2902 Corporate Place, Chanhassen, MN 55317.
  
18. **Social Media.** The Sweepstakes hosted by Life Time is in no way sponsored, endorsed, administered by, or associated with Facebook, Twitter, or Instagram.