

**OPENFIT FREE T SHIRT CHALLENGE**  
**TERMS AND CONDITIONS**  
**SPONSORED BY: OPENFIT, LLC**

**1. Promotion Period.** The Openfit FREE T Shirt Challenge (“**Promotion**”) begins on February 1, 2021 at 12:00 a.m. Pacific Savings Time (“PST”) and ends on February 1, 2021 at 12:00 a.m. PST, unless earlier terminated or extended by Openfit, LLC (“**Sponsor**”) in its sole discretion (“**Promotion Period**”). Consult your physician and follow all safety instructions before beginning any exercise program or using any supplement or meal replacement product, especially if you have any unique medical conditions or needs. To enter the Promotion, you must submit your Entry (as defined below) and complete all other requirements herein as determined by Sponsor, and you will be considered for eligibility to receive a free gift described below. Sponsor’s computer is the official time keeping device for the Promotion. Sponsored by: Openfit, LLC, 3301 Exposition Blvd., Santa Monica, CA 90404.

**2. Eligibility.** The Promotion is open only to legal residents of the fifty (50) United States (including DC), who are at least eighteen (18) years of age at the time of entry, **and** who are subscribed to Openfit at the time of entry. **You must also be a current subscriber to Openfit at the time the gift is awarded in order to claim the gift or you will forfeit the gift.** Employees, officers, and directors of Sponsor or its parents, subsidiaries, and affiliates, and members of their immediate families (spouses, parents, siblings and children, regardless of where they live) and those living in the same household are not eligible to enter or win. Sponsor reserves the right to verify the eligibility of winners.

**3. How To Enter:** Capture your results and transformation from any of Sponsor’s exercise programs as featured on Openfit.com, and receive a Openfit FREE T-shirt (“Gift”), while supplies last:

- i) Complete the official entry form located here: <http://bit.ly/363PFfh>
- ii) You must submit at least one (1) "before" and one (1) "after" photograph exhibiting your transformation and results, which are clearly dated as closely as possible to the date on which the photographs were actually taken. Each “before” and “after” photo must show you from the front including face and torso. Photos should, to the extent possible, be of you alone with no other human subjects, and should be of the best quality possible. Your "before" and the "after" photograph(s) must be dated any time during the Promotion Period.
- iii) Once you have completed the entry form, including uploading the photos described above, click the “Submit” button on the form to submit your entry form.

Sponsor reserves the right to disqualify and remove any Entry it deems to not be your own, inappropriate, indecent, offensive, lewd, vulgar or otherwise unacceptable or does not adhere to the entry guidelines, or fails to comply with these Terms and Conditions without prior notification to you.

By fulfilling all of the above requirements, as well as all other rules and requirements in these Terms and Conditions, you will have submitted an entry (“**Entry**”) in the Promotion. Only one (1) Entry per person may be submitted during the Promotion Period.

**4. Restrictions:** Qualified Entrants will receive one Gift during the Promotion Period. Approximate Retail Value (“ARV”) of each Gift is: \$20.00. Offer is valid during the Promotion Period, **while supplies last**; provided, however, that Sponsor reserves the right to substitute a Gift with a gift of equal or greater value should the advertised Gift become unavailable for any reason. Only one (1) Gift per Entrant.

Entrants are solely responsible for any and all federal, state, and local taxes on the Gift.

TO THE MAXIMUM EXTENT ALLOWABLE BY LAW, THE GIFT IS AWARDED “AS IS” AND SPONSOR DOES NOT MAKE ANY, AND HEREBY DISCLAIMS, ANY AND ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE GIFT, WHETHER EXPRESS, IMPLIED OR BY STATUTE.

**5. Limitations.** Entrants must comply with all terms, conditions, obligations and restrictions contained in these Terms and Conditions. Bulk, automated and/or third party entries are prohibited and will be disqualified. Any attempt by any entrant to obtain more than the stated number of entries by using multiple and/or different identities, forms, registrations, email addresses, logins, or any other methods will void that entrant’s entries, and that entrant may be disqualified at

Sponsor's discretion. Potential winners will be required to show proof of eligibility to Sponsor or forfeit the Gift. Entries that are incomplete, illegible, corrupted, false, lost, or misdirected, deceptive or otherwise not in compliance with the Terms and Conditions may be disqualified at Sponsor's sole and absolute discretion.

**6. Release.** By participating in the Promotion in any way, uploading or making any Entry for consideration, or taking receipt of or redeeming any prize that may be awarded, you agree to be bound by these Terms and Conditions. You also agree to release and hold harmless Sponsor, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees, and agents (collectively, the "**Released Parties**"), Facebook and Instagram, from and against any claim or cause of action, including, but not limited to, any cause of action arising from Your Content as set forth and in violation of Section 7 below, personal injury, death, or damage to or loss of property or privacy arising out of your participation in the Promotion, any posting online, public display or otherwise using of any part of your Entry, and/or receipt or use or misuse of any prize that may be awarded.

**7. Your Content; License.** By uploading or submitting any Entry, including any information, text, images, audio, video and any other content (collectively, "**Your Content**") and otherwise entering the Promotion, you represent that (a) your Entry and Your Content is truthful, original to you, and does not contain any material that would defame or otherwise violate or infringe upon the rights of any third party, including any patent, trademark, publicity, privacy, moral, trade secret, copyright and/or other intellectual or proprietary rights, and does not violate any applicable federal, state or local laws or ordinances; (b) you own or have the necessary licenses, rights, consents and permissions to use and allow the use of the Entry and Your Content, including any and all patent, trademark, publicity, privacy, moral, trade secret, copyright, and/or other intellectual or proprietary rights therein; and (c) you have the written consent, release, and/or permission of each and every identifiable person in the Entry and Your Content (to the extent applicable) to use such person's name, image and likeness in the Entry and Your Content for the uses contemplated herein. You represent that you have not copied or in any way taken any of the Entry or Your Content from any third party.

Further, by making or submitting any Entry and Your Content, you expressly grant the Released Parties a perpetual, worldwide, irrevocable, royalty-free, sublicensable, and transferrable right and license to host, store, modify, use, distribute, reproduce, excerpt, adapt, prepare derivative works of, publicly and privately perform and display, publish, and make any other use of your Entry and Your Content in any and all media now known or hereinafter devised, as determined by Sponsor in its sole discretion. This includes, but is not limited to, the right and license to modify, use, distribute, reproduce, excerpt, adapt, prepare derivative works of, publicly and privately perform and display, publish and make any other use of the Entry and Your Content and all aspects thereof: (a) in and in connection with any product, recording, video, advertisement, infomercial, or any advertising or promotional material; and (b) on Openfit.com or any other website or webpage owned, operated by or related to Sponsor. You grant Sponsor the right and license to use the Entry and Your Content and all aspects thereof, as set forth herein, in any way Sponsor determines without obtaining any further consent or approval from you and without providing any attribution or compensation to you, except where prohibited by law. Notwithstanding the foregoing, you expressly acknowledge and agree that nothing herein shall require Sponsor to utilize any portion of Your Content. You agree to indemnify the Released Parties from and against all third party trademark, copyright, intellectual property, right of publicity or other claims arising out of the use of the Entry and Your Content.

**8. Publicity; Marketing.** Except where prohibited by law, your participation in the Promotion constitutes your express and irrevocable consent to Sponsor's and its agents' worldwide use of Your Content, including without limitation your name, image, likeness, photographs, video images, biographical details and any other information you may submit or Sponsor may obtain in connection with your Entry for promotional, marketing, commercial and trade purposes in any and all media now known or hereafter discovered, without approval or consent from you and without further payment or consideration; including without limitation placement on Openfit's websites and mobile applications, and creation of promotional videos featuring the winners or entrants. In addition, except where prohibited by law, your participation in the Promotion constitutes your consent to Sponsor's contacting you at a later date to inquire further and potentially gain more information about your Entry or your experience in using Openfit's products and services. You expressly acknowledge and agree that your Entry and Your Content will be accessible by others and that there is no confidentiality or privacy with respect to your Entry and Your Content. Notwithstanding the foregoing, you expressly acknowledge and agree that nothing herein shall require Sponsor to utilize any portion of Your Content. You agree to indemnify the

Released Parties from and against all third party trademark, copyright, intellectual property, right of publicity or other claims arising out of the use of the Entry and Your Content.

**9. General Conditions.** Winning or accepting any prize that may be awarded in the Promotion is contingent upon fulfilling all applicable tax, regulatory, and legal obligations (including completion of any forms required in connection therewith) and any other requirements set forth in these Terms and Conditions, which shall all be at the Entrant's sole obligation. Entrants are solely responsible for any and all federal, state, and local taxes and subject to all applicable federal, state, provincial and local laws and regulations. VOID IN ANY COUNTRY OUTSIDE OF THE UNITED STATES OF AMERICA AND WHERE PROHIBITED BY LAW. The submitting of an Entry confirms your full and unconditional agreement to these Terms and Conditions and Sponsor's decisions, which are final and binding in all matters related to the Promotion, and any disputes and matters related thereto.

Sponsor reserves the right to cancel, suspend, and/or modify the Promotion, these Terms and Conditions, and/or extend or delay the Promotion Period, winner announcements, prize awards, or any part of thereof for any reason, including without limitation, force majeure (e.g. due to epidemic or pandemic concerns, rules or restrictions, an act of war or terror), or if any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Promotion in any manner, or for any reason related to the administration of the Promotion, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be involved with tampering with the Entry process or the operation of the Promotion, or to be acting in violation of these Terms and Conditions or any other Sponsor promotion, or in an unsportsmanlike or disruptive manner. Sponsor's failure to enforce any provision or term of these Terms and Conditions shall not constitute a waiver of that provision or any other provision herein. You acknowledge that the Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram.

**10. Limitation of Liability.** You recognize and agree that the Released Parties are not liable for: (1) any injury to you or any other party, and any other personal or property damage that may be caused or that may occur as a result of your attempting to create an Entry; (2) any incorrect or inaccurate information, whether caused by you, printing errors, or by any of the equipment or programming associated with or utilized in the Promotion; (3) technical failures of any kind, including, but not limited to, malfunctions, interruptions, or disconnections in phone lines, cable connections, or network hardware or software; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries, prize notification, and/or winner confirmation; (5) any lost, late, delayed, corrupted, undelivered, or undeliverable Entry or prize notification; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from your participation in the Promotion, or your receipt or use or misuse of any prize that may be awarded. If for any reason an Entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant's sole remedy is another entry in the Promotion, provided that if it is not possible to award another entry due to discontinuance of the Promotion, none shall be awarded.

BY PARTICIPATING IN THE PROMOTION, YOU AGREE THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, AND IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE, OR ENHANCED DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PROMOTION OR YOUR PARTICIPATION IN THE PROMOTION, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT SPONSOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. YOU AGREE THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY REMEDY IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY. WITHOUT LIMITING THE FOREGOING, SPONSOR'S TOTAL CUMULATIVE LIABILITY TO YOU FOR ANY CLAIMS, JUDGMENTS AND/OR AWARDS ARISING OUT OF, RESULTING FROM OR RELATING TO THE PROMOTION, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED, WILL BE LIMITED TO AND WILL NOT EXCEED USD \$50.

**11. Governing Law, Dispute Resolution & No Class Actions:** You agree that the laws of the State of California, without regard to principles of conflict of laws, will exclusively govern these Terms and Conditions and any dispute

between you and Openfit. IN ADDITION TO THE FOREGOING, THE DISPUTE RESOLUTION, BINDING INDIVIDUAL ARBITRATION AND WAIVER OF CLASS ACTIONS AND CLASS ARBITRATION TERMS IN SECTION 9 OF THE OPENFIT TERMS AND CONDITIONS APPLY TO THIS PROMOTION, AND CAN BE FOUND AT [HTTPS://BILLING.OPENFIT.COM/FINE-PRINT/TERMS OF USE/](https://BILLING.OPENFIT.COM/FINE-PRINT/TERMS OF USE/). If any part of these Terms and Conditions is declared invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity of the balance of these Terms and Conditions.

**12. Privacy Policy:** All participants in the Promotion are subject to Openfit's Privacy Policy which may be accessed at <https://billing.openfit.com/fine-print/privacy-policy/>, or as otherwise posted and updated on Openfit's websites.

Without limiting the provisions of Openfit's Privacy Policy, you consent to the collection, use and disclosure of your personal information by Openfit and its authorized agents for the purposes of administering the Promotion. Openfit is the data controller of any personal data you provide in connection with your participation in the Promotion.

**13. Official Rules Request.** To request a copy of the Official Rules, send a self-addressed, stamped envelope to: Openfit, LLC, c/o Openfit FREE T Shirt Challenge, Official Rules Request, 3301 Exposition Blvd., Santa Monica, CA 90404.

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