

## **THE VASA FITNESS STUDIO MEMBERSHIP GIVEAWAY**

All entries entered through the form on the STUDIO Membership Giveaway landing page will be automatically entered into the VASA Fitness STUDIO Membership Giveaway, and subject to the following terms and conditions.

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED BY LAW AND OUTSIDE UNITED STATES. SUBJECT TO ALL FEDERAL, STATE AND LOCAL LAWS, REGULATIONS, AND ORDINANCES. THE VASA FITNESS STUDIO MEMBERSHIP GIVEAWAY("GIVEAWAY") IS SPONSORED SOLEY BY VASA FITNESS, LLC ("SPONSOR"), 1259 S 800 E, OREM UT 84097, AND IS NOT ENDORSED OR ADMINISTERED BY OR ASSOCIATED WITH ANY ONLINE PLATFORM INCLUDING FACEBOOK OR INSTAGRAM. ODDS OF WINNING DEPEND ON NUMBER OF ELIGIBLE ENTRIES RECEIVED. GIVEAWAY STARTS November 13, 2023 (12:00:01am MT) AND ENDS November 17, 2023 (11:59:59pm MT). FOR FULL OFFICIAL RULES, VISIT <https://vasafitness.com/sms-sweepstakes-2023/>

### OFFICIAL RULES:

1. **ELIGIBILITY:** The VASA Fitness STUDIO Membership Giveaway ("Giveaway") is open only to legal U.S. residents who are 18 years of age as of the date of entry. Employees of VASA Fitness and its affiliates and subsidiaries, and their "plus-one" family members are excluded from participating in the Giveaway. Automated or bulk entries or entries submitted by third parties are not eligible.
2. **GIVEAWAY PERIOD:** Entries for the Giveaway will be accepted beginning November 13, 2023 (12:00:01am MT) and ends on November 17, 2023 (11:59:59pm MT).
3. **HOW TO ENTER:** Entries are accepted through the entry form located on <https://vasafitness.com/sms-sweepstakes-2023/>. All recipients must completely fill in the form to be entered to win.
  1. **PRIZE:** The Giveaway prize is a 12 month STUDIO membership valued at \$503.87.
  2. **SELECTION OF WINNER:** On November 20, 2023, a random drawing will be conducted among all eligible and timely entries. Odds of winning are based on the number of eligible entries received during the Giveaway Period.
  3. **NOTIFICATION OF WINNER:** Potential winners will be notified by phone, email or text and must respond to the notification within 48 hours. VASA Fitness reserves the right to require reasonable evidence documenting winner's eligibility and to void any award to any participant

not eligible to win under these rules. The return of any notification as undeliverable or failure to respond to notices or return any required documents or information in a timely manner or a determination that a potential winner is ineligible or not in compliance with these Official Rules, as determined by VASA Fitness, in its sole and absolute discretion, may result in disqualification of the winner and forfeiture of the corresponding prize, and the choosing of an alternate winner.

4. **CONDITIONS OF PARTICIPATING:** All entrants agree to be fully and unconditionally bound by these Official Rules, and the decisions of Sponsor, and waive any right to claim ambiguity in the Giveaway itself or to the Official Rules. If for any reason the Giveaway cannot be executed as planned, including but not limited to infection by virus, bugs, tampering, unauthorized intervention, fraud, technical failures, social media mandate, or any other causes beyond the control of Sponsor that corrupt or affect the security, administration, integrity, fairness or proper conduct of this Giveaway, or if this Giveaway is compromised or becomes corrupted in any way, electronically or otherwise, Sponsor reserves the right, in its sole discretion, to void suspect entries/entrants and/or modify, suspend and/or terminate this Giveaway. If the Giveaway is terminated before the stated end date of the Giveaway Period, Sponsor may select the winners in a random drawing from among all applicable eligible, non-suspect entries received as of the time/date of termination.
  
5. **LIMITATIONS:** Sponsor is not responsible for: (a) electronic or digital transmissions, entries or mail that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, misdirected, non-delivered, or not received by Sponsor for any reason; (b) mail that is received postage-due (c) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation of transmission, communication failures (including but not limited to failures or malfunctions of phone lines, mail delivery service, telephone systems or other communications systems), destruction of or unauthorized access to, or alteration of, entries, or for printing, distribution or production errors; (d) failed or unavailable hardware, network, software or telephone transmissions; (e) damage to entrants' or any person's computer; (f) causes beyond Sponsor's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Giveaway; (g) incorrect or inaccurate entry information whether caused by entrants or by any of the equipment or programming associated with or utilized in the Giveaway; (h) any typographical or other error in the printing or advertising related to the Giveaway, in the administration or execution of the Giveaway, or in the announcement/notification of prize winners; (i) by any human, or other error, which may occur in this Giveaway; or (j) cheating or fraud by any participant. All incomplete or non-conforming entries (as determined by the Sponsor in its sole and absolute discretion) will be disqualified.
  
6. **RELEASES:** By participating in this Giveaway, participants agree (and agree to confirm in writing): (a) to the maximum extent permitted by law, that all causes of action arising out of or

connected with this Giveaway, or any prize awarded, shall be resolved individually, without resort to any form of class action; (b) to release, defend, indemnify and hold harmless Sponsor, Administrator, and any platform (e.g. Facebook, Instagram, Twitter etc.) and their respective successors and assigns from and against any liability, loss, claim or cause of action, including, but not limited to, injury, death or damages arising out of participation in this Giveaway or the acceptance, possession, use or misuse of any prize received in this Giveaway or the use of any entry; and (c) to waive all rights to claim punitive, indirect, incidental and consequential damages, attorneys' fees, court costs, or any damages other than actual out-of-pocket costs incurred to enter, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO APPLICABLE PORTIONS OF THE ABOVE MAY NOT APPLY TO YOU.

7. **PUBLICITY:** Except where prohibited, participation in the Giveaway constitutes each entrant's permission for the Sponsor and its agencies to use entrants' names, photographs, videos, voices and/or any other likenesses for purposes of advertising and publicity in all media now known or hereinafter invented without territorial or time limitations and without compensation or notice.
8. **PRIVACY:** The personal information collected through this Giveaway is subject to Sponsor's Privacy Policy located at <https://www.vasafitness.com/privacy>. By entering this Giveaway, each participant agrees that Sponsor, its agents and/or representatives may store, share and use the personal information submitted with participant's entry for the purpose of administering the Giveaway and agrees to the collection, use and disclosure of participant's personal information as described in these Official Rules, in the above Privacy Policy and as permitted by law.
9. **DISPUTES, CHOICE OF LAW, JURISDICTION AND NOTICE:** Decisions of Sponsor are binding and final. No claimant in any dispute involving Sponsor or the Giveaway shall be entitled to claim or obtain indirect, punitive, incidental or consequential damages. Sponsor's failure to enforce any provision in these Official Rules shall not constitute a waiver of that provision. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Giveaway, shall be governed by, and construed in accordance with, the laws of the State of Utah, without giving effect to any choice of law or conflict of law rules which would cause the application of the laws of any jurisdiction other than the State of Utah. By entering, participants irrevocably consent to the exclusive jurisdiction of the federal and state courts located within the county of Salt Lake, Utah for any action, suit or proceeding arising out of or relating to this Giveaway.
10. **SEVERABILITY & CONFLICTS:** The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any

provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Giveaway-related materials or made by any representative of Sponsor, and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.

11. SPONSOR: The Giveaway is sponsored solely by VASA FITNESS, LLC, 6501 E Belleview Ave, Suite 350, Englewood, CO 80111; And is in no way sponsored, endorsed, administered by or associated with Facebook, Instagram, You Tube, Twitter, or any other electronic platform.