

# #IFINEVERTRI

## #IFINEVERTRI Sweepstakes 2017 Official Rules

**NO PURCHASE OR MOBILE TWEETING IS NECESSARY TO ENTER OR WIN. A PURCHASE OR MOBILE TWEET WILL NOT INCREASE YOUR CHANCES OF WINNING.**

The #IfINeverTri Sweepstakes 2017 (the "Sweepstakes") starts on Friday, November 3, 2017 at 10:00 AM Eastern Time ("ET") and ends on Friday, January 19, 2018 at 11:59 PM ET ("Sweepstakes Period"). This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Twitter or Instagram. By entering, you understand that you are providing your information to the Sponsor and not to Twitter or Instagram.

**ELIGIBILITY:** Sweepstakes is open to legal residents of the fifty (50) United States and the District of Columbia, who are 18 years of age or older and have internet access as of November 1, 2017. Employees of Life Time Fitness ("Sponsor"), Weber Shandwick and their respective parents, subsidiaries, affiliates, promotion and advertising agencies, and members of their immediate family (spouse and parent, children and siblings and their respective spouses, regardless of where they reside) and persons living in the same household, whether or not related, of such employees, are not eligible to enter or win. Void where prohibited by law. Sweepstakes is subject to all applicable federal, state and local laws. The information you provide will be used for the purposes of Sweepstakes administration.

**HOW TO ENTER:** During the Sweepstakes Period, there are two (2) ways to enter:

**ONLINE:** Log on to your Twitter or Instagram account(s), and submit a photo or video and short explanation of what you would miss the most had you never participated in triathlon. Submission is complete when the photo, video and narrative is uploaded and includes: tagging @LifeTimeTri, hashtag #IfINeverTri and hashtag #Sweepstakes. **The content of your responses will not be judged and therefore will not increase or decrease your chances of winning a prize.**

**MAIL-IN:** To receive one (1) Entry without submitting a photo or video and explanation, on a 3" x 5" piece of paper, hand-print your name, complete address, telephone number (including area code), date of birth, and email address and mail in an envelope with proper postage affixed to: #IfINeverTri Sweepstakes c/o Weber Shandwick, 999 18<sup>th</sup> Street, Suite 2700, Denver, Colorado, 80202. All mail-in entries must be mailed separately. Mail-in entries must be postmarked by January 19, 2018 and received by January 21, 2018 to be considered.

One entry per person. Entries received from any person, Instagram or Twitter account in excess of the stated daily limitation will be void.

If you choose to post or share photographs or comments through Twitter and Instagram using your mobile phone, standard data rates may apply. See your wireless service provider for pricing plan details and capabilities. An Instagram and/or Twitter account is required to enter and can be opened for free at [www.instagram.com](http://www.instagram.com) and [www.twitter.com](http://www.twitter.com), or by downloading the applications onto your smart phone from your appropriate app store.

**ENTRY REQUIREMENTS:** Entry may not contain, as determined by the Sponsor, in its sole discretion, any content that:

- is sexually explicit or suggestive; violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- is obscene or offensive; endorses any form of hate or hate group;
- defames, misrepresents or contains disparaging remarks about other people or companies;
- contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, without permission; contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission;
- contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission;
- contains look-alikes of celebrities or other public or private figures, living or dead;
- communicates messages or images inconsistent with the positive images and/or good will to which we wish to associate; and/or
- violates any law.

Entry must be the original work of the entrant, may not have been previously published, may not have won previous awards, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. If the Entry contains any material or elements that are not owned by the entrant, and/or which are subject to the rights of third parties, the entrant is responsible for obtaining, prior to submission of the Entry, any and all releases and consents necessary to permit the use and exhibition of the Entry by Sponsor in the manner set forth in these Official Rules, including, without limitation, name and likeness permissions from any person who appears in or is identifiable in the Entry. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any entrant at any time. Failure to provide such proof may, if requested, render Entry null and void.

**RANDOM DRAWINGS:** Ten (10) potential winners will be selected in a random drawing held within approximately seventy-two (72) hours following the end of the Entry Period from all eligible Entries received for that Entry Period. Each winner will receive a complimentary entry to one Life Tie Tri triathlon event. A full list of events can be found at [lifetimetri.com/](http://lifetimetri.com/). Approximate Retail Value ("ARV") of each race entry is \$150.00.

Winners may not substitute, assign or transfer prize or redeem prize for cash, but Sponsor reserves the right, at its sole discretion, to substitute any prize (or portion thereof) with one of comparable or greater value. Winners are responsible for all applicable federal, state and local taxes, if any, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided. All prize details are at Sponsor's sole discretion. Total ARV of all prizes: \$300.00.

**WINNER NOTIFICATION:** Sponsor's decisions are final and binding on all matters relating to this Sweepstakes. Potential winners will be notified by direct message on Facebook and/or Twitter and will be asked to respond and provide their full name, telephone number (including area code), date of birth, mail and/or email address and may be required to complete an Affidavit of Eligibility, Liability and Publicity Release (unless prohibited by law) and any other documents required by Sponsor, which must be returned within five (5) business days of date appearing on prize notification. Return of prize

or prize notification as undeliverable, failure to sign and return requested documentation within the specified time period, the inability of Sponsor to contact a potential winner within a reasonable time period or noncompliance with these Official Rules by any potential winner will result in disqualification and, at Sponsor's sole discretion, the prize may be awarded to an alternate winner for the applicable Daily Entry Period. In the event a winner is at least 18, but still considered a minor in his/her jurisdiction of residence, Sponsor reserves the right to award the prize in the name of his/her parent or legal guardian who will be responsible for fulfilling all requirements imposed on winners set forth herein.

**GENERAL CONDITIONS:** By participating, each entrant agrees: (a) to abide by these Official Rules and decisions of Sponsor and judges, which shall be final and binding in all respects relating to this Sweepstakes; (b) to release, discharge and hold harmless Sponsor, Weber Shandwick, Twitter, and their respective parents, affiliates, subsidiaries, and advertising and promotion agencies, and the respective officers, directors, shareholders, employees, agents and representatives of the forgoing (collectively, "Released Parties") from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from entrant's participation in the Sweepstakes or any Sweepstakes related activity or the acceptance, possession, use or misuse of any awarded prize; and (c) to the use of his/her name, voice, performance, photograph/video, prize information, image and/or likeness for programming, advertising, publicity, trade and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsor and its designees, without compensation (unless prohibited by law) or additional consents from entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so. By participating, participant also agrees not to release any publicity or other materials on their own or through someone else regarding their participation in the Sweepstakes without the prior consent of the Sponsor, which either may withhold in its sole discretion.

**LICENSE/USE OF ENTRIES:** By submitting an Entry, and to the extent allowed by law, you grant the Released Parties a perpetual, worldwide, royalty-free, non-exclusive, sub licensable, unconditional and transferable license to edit, modify, cut, rearrange, add to, delete from, reproduce, encode, store, modify, copy, transmit, publish, post, broadcast, display, adapt, exhibit and/or otherwise use or reuse your Entry, name, photo, tweet, comment and/or post and biographical material including, but not limited to, all materials submitted in connection with the Sweepstakes in any and all media, throughout the world, and in any manner, for trade, advertising, promotional, commercial, or any other purposes without further review, notice, approval, consideration, or compensation to entrant or any third party.

**MISCELLANEOUS:** Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled Entries, tweets, Twitter updates; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of Entries, or tweets, and/or updates, the announcement of the prizes and winners, or in any other Sweepstakes-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Sweepstakes or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Sweepstakes or website, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries/tweets/ will be void. Should any portion of the Sweepstakes be, in Sponsor's

sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of Entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Sweepstakes and, if terminated, at its discretion, select the potential winners for the Daily Entry Period(s) at issue from all eligible, non-suspect Entries received for the applicable Daily Entry Period(s) prior to action taken. In the event of a dispute regarding entries received from multiple users having the same Twitter account, the authorized subscriber of the Twitter account at the time of entry will be deemed to be the entrant and must comply with these Official Rules. Authorized account subscriber is the natural person who is assigned to the applicable account by Twitter. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK ANY AND ALL REMEDIES AVAILABLE (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

**ARBITRATION:** Except where prohibited by law, as a condition of participating in this Sweepstakes, participant agrees that (1) any and all disputes and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the participant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with participating in this Sweepstakes), and participant further waives all rights to have damages multiplied or increased.

**CHOICE OF LAW:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the substantive laws of the District of Columbia, USA.

**WINNERS' LIST:** For the names of the winners (available after December 15, 2017), send a self-addressed stamped envelope to: #IfINeverTri 2017 Winners, Weber Shandwick, 999 18<sup>th</sup> Street, Suite 2700, Denver, Colorado, 80202, for receipt no later than January 15, 2018.

**SPONSOR:** Life Time Tri | Life Time Fitness, 2902 Corporate Pl, Chanhassen, Minnesota, 55317.