

# MOVATI ATHLETIC “BE STRONG CHALLENGE” --- SOCIAL MEDIA CONTEST

## OFFICIAL CONTEST RULES

### 1. Contest

- 1.1 Movati Athletic (“**Sponsor**”) is running a draw (the “**Contest**”) which begins at 0700hrs (ET) on September 8, 2018 (the “**Contest Start Date**”) and ends at 2359hrs ET on November 11, 2016 (the “**Contest End Date**”). The period between the Contest Start Date and the Contest End Date is the Contest period (the “**Contest Period**”). The rules set out below are the official contest rules (the “**Rules**”).

### 2. Eligibility

- 2.1 To be eligible to participate in the Contest, you must be an existing member in good standing at any one of our Movati locations (“**Existing Member**”); and, ii) have reached the age of majority in your province of residence at the time of participating in the Contest; (hereinafter collectively referred to as “**Eligible Participant**”).
- 2.2 Employees of the Sponsor, or of its related companies, affiliates, and any promotion agencies, representatives and agents involved in the development, production and distribution of material and prizes related to this Contest (collectively, the “**Contest Entities**”), and any person which whom such employees reside are not eligible to participate in the Contest.

### 3. How to Participate in the Contest

- 3.1 In order to be entered into the Contest, Eligible Participants must submit, through Instagram, a picture (the “**Contest Picture**”) of the participant “being strong”. The Contest Picture must include the hashtag #MOVATIBESTRONG.
- 3.2 In addition to 3.1, all Contest Pictures must comply with the following conditions:
- (a) It must be your original creation, and be a photograph taken solely by you. Reproducing, modifying, enhancing or altering a third party's pre-existing work does not qualify as your original creation;
  - (b) It must not violate the rights of any third party, including, but not limited to copyright. For example, your Contest Picture must not defame, infringe or violate publicity or privacy rights of any person, living or deceased, or otherwise infringe upon any person's, entity's or organization's personal or proprietary rights, including but not limited to, intellectual property rights. For greater certainty, your Contest Picture must not contain trademarks, logos, or trade dress owned by anyone other than the Sponsor, or advertise or promote any brand or product of

any kind, without express, written, prior permission of the trademark or brand owner;

- (c) It must not have been published previously, used commercially, submitted to another competition or contest, or won any other award;
  - (d) It must be in “good taste” and in keeping with the Sponsor’s brand image and must not be explicit, offensive, obscene, or profane, and must not be derogatory toward any ethnicity, race, gender, sexual orientation, religion, profession, or age group, or promote any activities that may be unsafe or dangerous, as determined by the Sponsor, in its sole and absolute discretion;
- 3.3 The Sponsor reserves the right, in its sole discretion, to disqualify any Eligible Participant, whose Contest Picture does not comply with any of the aforementioned conditions.
- 3.4 Each Eligible Participant will have their name automatically entered into the Contest one time. Any person who is entered into the Contest is referred to herein as a “**Participant**”. Limit one entry per Eligible Participant.
- 3.5 The Sponsor may request proof of identity or of eligibility from the Participant at any time. Failure to provide such proof within a reasonable time may lead to the disqualification of the Participant.

#### **4. Prize Details**

- 4.1 Sixteen (16) prizes (each a “**Prize**”) will be awarded during the Contest. Each Prize consists of a \$50 Gift Card. The approximate retail value of the Prize is \$50.

#### **5. Winner Selection**

- 5.1 Two Prize winners will be chosen sequentially by random draw from among all Eligible Participants in accordance with these Rules for each week of the Contest Period. Any winning entry will continue to be part of the random draw for the remaining Prize(s).
- 5.2 Odds of winning a Prize depend on the number of Eligible Participants.
- 5.3 The Finalists will be notified in person or by telephone or e-mail (the “**Notification**”) by the Sponsor following the date of the draw. In order to be declared a winner (the “**Winner**”), the Finalist must correctly answer a mathematical skill-testing question. In the event the Sponsor is unable to notify a Finalist within a reasonable period or if a Finalist does not respond to the Notification sent by the Sponsor or does not correctly answer the mathematical skill-testing question within a period of two (2) business days following the first contact, the Finalist will be disqualified and a third Finalist will be chosen among all remaining eligible entries. In the event the Sponsor is unable to notify the third Finalist within a reasonable period or if the third Finalist does not respond to the

e-mail sent by the Sponsor's representative or does not correctly answer the mathematical skill-testing question within a period of two (2) business days following the first contact, such third Finalist will be disqualified and the Sponsor will have the right, at its sole discretion, to cancel the award of the relevant prize or to select another Finalist among all remaining eligible entries.

- 5.4 In order to be declared the Winner, the Finalist must also complete and sign the Declaration and Release Form (the "**Declaration and Release Form**") attached to the Notification Email whereby the Finalist acknowledges and confirms that the Rules have been complied with and that the Contest Entities and their respective employees shall have no liability for any harm, accident, loss or prejudice related to the Contest, or the award of the Prize.
- 5.5 By signing and returning the Declaration and Release Form, the Winner also grants to the Sponsor the right, in relation to the Contest or its promotion, without any additional notice or compensation, to copy, reproduce, publish, broadcast, communicate by telecommunication, exhibit, disseminate, adapt, use and reuse his or her name, address (city, province), voice, declarations, image, photos, short story, or other representations or recordings for publicity purposes using any media and in any format, including, without limitation, on the Internet, and the Winner may be required to sign a document to this effect.
- 5.6 The Declaration and Release Form, completed and signed, must be received by the Sponsor within 10 business days of the Notification Email being sent to the Finalist. Otherwise, the Finalist will be disqualified and the Sponsor will have the right, at its sole discretion, to select another Finalist from among the remaining eligible Entries or to deem the First and/or Second Prize, as the case may be, as forfeited.

## **6. Undertaking by Participant**

- 6.1 By entering the Contest, each Participant:
- (a) agrees to be bound by these Rules;
  - (b) agrees not to hold liable the Contest Entities or their respective directors, officers and employees, for any prejudice, loss or damages of any kind incurred by the Participant or any other person sustained wholly or in part, directly or indirectly, from the acceptance, possession, use or abuse of the Prize;
  - (c) agrees to indemnify the Contest Entities and their respective directors, officers and employees, for any claims related to any violation of these Rules by the Participant;
  - (d) agrees to grant Sponsor the right, in relation to the Contest or its promotion, without any additional notice or compensation, to copy, reproduce, publish, broadcast, communicate by telecommunication, exhibit, disseminate, adapt, use

and reuse his or her name, address (city, province), voice, declarations, image, photos, short story, or other representations or recordings for publicity purposes using any media and in any format, including, without limitation, on the Internet, and the Participant may be required to sign a document to this effect.

- 6.2 Sponsor's decisions are final. The Sponsor reserves the right, at its sole discretion, to disqualify a Participant who violates these Rules, disrupt or attempts to disrupt or alter the participation process or the operation of the Contest.

## **7. Limitation of Liability**

- 7.1 The Sponsor will not be held liable for any entries, communications, responses and Declaration and Release Forms that are lost, delayed, destroyed or misdirected or for any other technical defect, including those related to computers, software, telecommunications networks, telephones or Internet connections. The Sponsor assumes no liability for false or incorrect information caused either by the users or by any equipment or program associated or used in connection with the Contest or for any human or technical error that may take place during the Contest process.

## **8. Privacy**

- 8.1 By entering the Contest, the Participant agrees to the collection, use and disclosure by the Sponsor or its authorized agents of the Participant's personal information provided through the entries for the purpose of carrying out the Contest and delivering the Prize.
- 8.2 Personal information may be transferred to third parties that are retained by the Sponsor to perform storage, management and other similar functions, subject to the laws applicable to the protection of personal information and the Sponsor's internal policies regarding personal information. Files containing personal information will be kept at the Sponsor's or its service provider's offices or on their servers and employees who require access to personal information in order to fulfil their job requirements will have access to these files.

## **9. General**

- 9.1 All Prizes must be accepted "as is" and may not be transferred or converted to cash. The prizes may not be substituted, except at the Sponsor's sole discretion. Any portion of the prizes that has not been accepted or used by the Winner will be deemed forfeited.
- 9.2 Any attempt to deliberately damage any property or website related to the Contest or to hinder the legitimacy of the Contest process may constitute a violation of civil and criminal laws and the Sponsor reserves the right to initiate legal proceedings and claim damages to the extent permitted by law.

- 9.3 The entries are subject to verification and may be declared invalid if they are illegible, incomplete, mechanically reproduced, damaged, tampered with, falsified or altered in any way.
- 9.4 No correspondence will take place in relation to the Contest, except for correspondence with the Finalist(s) and Winner.
- 9.5 The Sponsor reserves the right to annul, suspend or modify the Contest if a computer problem, an unauthorized human intervention or another cause beyond the control of the Sponsor alters or affects the security, fairness, integrity, management or adequate conduct of the Contest.