

Chiefs Fit Online Enter to Win Sweepstakes Official Rules

OFFICIAL RULES. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THE PROMOTION (DEFINED BELOW) IS INTENDED FOR THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY. VOID IN FLORIDA, NEW YORK, PUERTO RICO, AND WHERE PROHIBITED BY LAW. PARTICIPATION IN THE PROMOTION IS SUBJECT TO THE PROMOTION DETAILS AND TERMS AND CONDITIONS OF THESE OFFICIAL RULES.

- 1. SPONSOR.** This Chiefs Fit Online Enter to Win Sweepstakes is sponsored by Chiefs Fit, LLC, a Delaware corporation, located at Chiefs Fit, 9290 Metcalf Avenue, Overland Park, KS 66212 (“**Sponsor**”). The Promotion is in no way sponsored by, endorsed by, administered by, or associated with any third party social media site, including but not limited to [Facebook[®], Instagram[®], and Twitter[®]] (each, a “**Social Media Outlet**” and collectively, “**Social Media**”).
- 2. ELIGIBILITY.** The Promotion is open to legal residents of the United States who are eighteen (18) years of age or older at time of entry. Promotion is void in Florida, New York, Puerto Rico, and where prohibited by law. Employees of Sponsor and its parent companies, affiliates, subsidiaries, sales representatives, advertising, sales promotion, and judging agencies, and all other service agencies involved with the development, production, implementation, administration, or fulfillment of the Promotion, and members of the immediate families (defined for these Official Rules as spouses, parents, children, siblings, and each of their respective spouses, regardless of where they reside) or individuals living in the same household (whether related or not) of any of the above are not eligible to participate.
- 3. PROMOTION PERIOD.** Promotion begins at 9:00AM Central Time (“**CT**”) on March 12, 2021 and ends at 6:00PM CT on June 30, 2021 (“**Promotion Period**”). Sponsor’s clock is the official timekeeping device for the Promotion.
- 4. HOW TO ENTER.** During the Promotion Period, you may enter this Promotion by filling out the form located at <https://www.chiefsfit.com/locations/overland-park/mktg/enter-to-win>. No purchase is necessary to enter or claim the Prize, and a purchase will not increase your chances of winning. Limit: one (1) entry per person. Entries received from any person/household/email address in excess of the stated limitation will be void. All entries must be received with all required elements no later than the conclusion of the Promotion Period.
- 5. ENTRY MATERIAL SUBMISSION GUIDELINES.** Entry Forms not completed as described in these Official Rules during the Promotion Period will be void. Use of multiple email addresses, phone numbers and/or mailing addresses, identities, registrations and logins, or any other methods and/or the manipulation of such information, for the purpose of obtaining more than the stated number of entries, is prohibited and such persons will be disqualified and all of their Entry Forms will be deemed invalid and any Prize won shall be forfeited. Sponsor will not verify receipt of Entry Forms. Entry Forms that are late, lost, stolen, undelivered, illegible, damaged, misdirected, mutilated, garbled, incomplete, altered or otherwise irregular, generated by script, macro or other automated or mechanical means, or that contain false information, have been submitted through illicit means or by any means which subvert the entry process, or that do not conform with or satisfy any or all of the conditions set out in these Official Rules will be void. Multiple entrants are not permitted to share the same email address. As between you and Sponsor, all Entry Forms shall become the property of Sponsor upon submission.

In the event of a dispute regarding the identity of an entrant, such Entry Form will be deemed to be made by the authorized account holder of the email address submitted at the time of entry. “**Authorized account holder**” is deemed as the natural person who is assigned to an email address by an Internet access provider, service provider or other online organization that is responsible for assigning email addresses for the domain associated with the submitted email address. A potential Winner may be required to show proof of being an authorized account holder. Sponsor reserves the right to reject any Entry Forms that do not comply with these Official Rules. **By entering, you indicate your unconditional agreement to, and acceptance of these Official Rules, Sponsor’s privacy policy located at <https://www.chiefsfit.com/privacy>, and Sponsor’s decisions, which are final and binding. You cannot win the Prize unless you comply with all requirements in these Official Rules.** Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents will void all Promotion Entry Forms

submitted by, or associated with, the applicable entrant. By submitting an Entry Form in connection with the Promotion, you hereby agree that Sponsor may contact you regarding your submission.

6. **PRIVACY POLICY.** Please see Sponsor's privacy policy located at <https://www.chiefsfit.com/privacy> for details regarding the use of personal information collected in connection with the Promotion. Any personal information relating to entrants and subject to these Official Rules will not be disclosed to a third party without the individual's prior consent. Personal information relating to entrants will be retained by Sponsor for a reasonable period after the Promotion closes to allow Sponsor to operate the Promotion and other promotional activities in a consistent manner and to deal with any queries on the Promotion, as well as to send information about Sponsor's products to entrants. If you are selected as a Winner, your information may also be included in a publicly-available Winners' list.
7. **DRAWING DATE.** Potential Winners will be randomly selected on or about 6:30PM CT on June 30, 2021 from among all eligible Entry Forms received during the Promotion Period. Sponsor reserves the right to randomly select another Winner. The random drawing will be conducted by Sponsor, whose decisions are final and binding on these Official Rules, conduct, results and all other matters relating to the Promotion and Sponsor shall not enter into any correspondence or discussion regarding the same.
8. **WINNER NOTIFICATION.** Potential Winners will be notified on or about 6:30PM CT on June 30, 2021, by in-person communication, phone, and/or email and will be required to respond to the notification within forty-eight (48) hours indicating whether he/she can accept the Prize. If no response is received within the time allotted, an alternate potential Winner will be randomly selected (time permitting). Any alternate potential Winner selected will also be required to respond to the notification within forty-eight (48) hours. Sponsor is not responsible for suspended or discontinued Internet, wireless, or land-line phone service which may result in a potential Winner not receiving initial Prize notification.

The potential Winner must execute and return an affidavit of eligibility and liability/publicity release either by email to team@chiefsfit.com or by returning the affidavit by regular mail within seven (7) days of accepting the Prize to: Chiefs Fit, 9290 Metcalf Avenue, Overland Park, KS 66212. If a Winner is eighteen (18) years of age, but considered a minor in state of residence, the Prize will be awarded to a parent/legal guardian of the Winner who must execute and return any required documents as noted in these Official Rules. A Prize will be sent only upon verification by Sponsor that all Promotion requirements have been met by the potential Winner. Sponsor may require potential Winners to prove his/her identity, including proof of address. Examples of identification documents include, but are not limited to, passport, driver's license, or current utility bill.

Failure of a potential Winner to comply with the above Prize claim requirements or these Official Rules for any reason, or the return of any Prize notification or Prize as undeliverable, or the determination that a potential Winner is ineligible to receive a Prize, may result in forfeiture of the Prize and selection of an alternate Winner in accordance with these Official Rules. Sponsor is not responsible for any entrant's change of email address, mailing address, telephone number, and/or other contact information.

YOU ARE NOT A WINNER UNTIL YOUR ELIGIBILITY HAS BEEN VERIFIED, AND IT IS DETERMINED THAT YOU HAVE COMPLIED WITH THESE OFFICIAL RULES.

9. **PRIZE AND ODDS.** Sponsor will award 1 prize ("**Prize**") to the verified Winner ("**Winner**") consisting of a one-year individual all-access membership. Approximate retail value of the Prize is \$1,200 USD. Actual value may vary depending on variables outside of the Sponsor's control. Any difference between stated value and actual value will not be awarded. A Prize is non-transferable and cannot be redeemed for cash. Odds of winning depend upon the number of eligible entries received. Sponsor reserves the right to substitute a Prize for a Prize of equal or greater value at any time.
10. **DISCLAIMER OF WARRANTY.** EVERYTHING ON SPONSOR'S WEBSITE(S) ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. FURTHER, SPONSOR MAKES NO REPRESENTATION THAT MATERIALS ON ITS WEBSITES RELATING TO THE PROMOTION ARE APPROPRIATE OR AVAILABLE FOR USE AT ALL LOCATIONS AT ALL TIMES. IT IS ENTRANT'S RESPONSIBILITY TO ENSURE THAT ACCESSING SPONSOR'S WEBSITE(S) AND ENTERING THE PROMOTION IS LEGAL AND NOT PROHIBITED BY THE LAWS OF THE JURISDICTION IN WHICH ENTRANT IS A CITIZEN.

- 11. INDEMNIFICATION.** By entering, you agree that Sponsor and its respective parent companies, affiliates, subsidiaries, advertising and promotion agencies, and all of their officers, directors, employees, representatives and agents (the “**Promotion Entities**”), are indemnified, released and will be held harmless by you from any and all liability, for any damages, injuries, or losses of any kind to person(s), including death, or property, arising directly or indirectly from the acceptance, possession, misuse or use of the Prize or your participation in the Promotion or any Promotion-related activity, in any way.
- 12. LIMITATIONS OF LIABILITY.** The Promotion Entities are not responsible for and are hereby released from liability with respect to: (a) any printing, typographical, mechanical, or other errors in the printing, the offering, or the administration of the Promotion or in the announcement of the Prize; (b) lost, late, illegible, misdirected, or non-delivered Entry Forms or emails; (c) any Entry Forms submitted in a manner that is not expressly allowed under these Official Rules; (d) for lost, interrupted or unavailable satellite, network, server, Internet Service Provider, website or other connections availability, accessibility or traffic congestion, or miscommunications, or failed computer, network, telephone, or cable hardware, software or lines, or technical failure, or jumbled, scrambled, delayed, or misdirected transmissions, or computer hardware or software malfunctions, failures or difficulties; (e) other errors of any kind whether human, mechanical, electronic or network, or the incorrect or inaccurate capture of entry or other information or the failure to capture, or loss of, any such information; (f) any incorrect or inaccurate information, whether caused by website users, or by any equipment or programming associated with or utilized in the Promotion; (g) any error, omission, interruption, deletion, defect or delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or tampering with or hacking of any website; or (h) injury or damage to entrant’s or any other person’s computer related to or resulting from participating in the Promotion or downloading or copying materials from or use of website.

IN NO EVENT WILL THE PROMOTION ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ENTRANT’S ACCESS TO AND USE OF SPONSOR’S WEBSITES OR SOCIAL MEDIA ENTITIES’ WEBSITES AND/OR APPLICATIONS OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID WEBSITES AND/OR APPLICATIONS. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

- 13. GENERAL CONDITIONS.** Winner grants (and agrees to confirm such grant in writing promptly upon request) to Sponsor and those acting under Sponsor’s authority the right to use the Winner’s name, photograph, likeness, voice, image, statements, and biographical information at any time or times for advertising, trade, publicity, and promotional purposes in any media now known or hereafter discovered, worldwide and on the World Wide Web, without review, notification, approval or additional compensation, unless prohibited by law.

By entering, entrants agree that all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, entrant’s rights and obligations, or the rights and obligations of Sponsor in connection with the Promotion, will be governed by, and construed in accordance with, the laws of the State of Kansas without giving effect to any choice of law or conflict of law rules, and any matters or proceedings shall take place in the State of Kansas. By entering, entrants consent to jurisdiction and venue of the federal, state, and local courts in Johnson County, Kansas.

Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds may be tampering with the entry process or operation of the Promotion or any associated website, may be acting in violation of the terms of an associated website or these Official Rules or may be acting in a non-sportsmanlike or disruptive manner, or with intent to threaten, abuse or harass any other person.

If, for any reason, the Promotion is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, hacking, unauthorized intervention, fraud, technical failures or any other causes which, in sole opinion of Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Promotion, and randomly determine the Winner from among all eligible, non-suspect entries received prior to action taken. Any attempt to deliberately damage any website or undermine the legitimate operation of the Promotion is unlawful and subject to legal action by Sponsor or its agents. Further, Sponsor reserves the right, at its sole discretion, to cancel,

terminate, modify or suspend the Promotion or these Official Rules without notice. If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. A waiver of any provision(s) of these Official Rules must be in writing, and a waiver in one instance or provision shall not be considered a waiver of any other instance or provision.

14. **WINNERS' LIST.** The name of the Winner will be available on or about 6:30PM CT on June 30, 2021. To receive the name of a Winner by mail, please mail a self-addressed, stamped envelope to: Chiefs Fit, 9290 Metcalf Avenue, Overland Park, KS 66212. The name of the Winner will be sent once verified.