

Official General Rules of Participation

Guidelines for Promotions

Last Update 3/30/2017

YOU HAVE NOT YET WON

NOTICE: NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THESE SWEEPSTAKES. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

SPONSOR: KrowdFit, Inc. 227 Bellevue Way NE, Suite 701, Bellevue, WA 98004

These Official General Rules of Participation apply to and are incorporated by reference into the KrowdFit Promotions. Each Promotion is a separate game with its own specific set of Official Rules.

Promotions

1. KrowdFit, Inc. ("KrowdFit") is offering multiple individual sweepstakes promotions, collectively referred to as the "Promotions" or "KrowdFit Promotions", or by its specific name. These "Official General Rules of Participation" apply to all of the Promotions. The Promotions will be offered at various times during the Promotion Period, beginning Thursday, December 8, 2016 at 12:00:01 a.m. United States Pacific Time (PT) and will end on Friday, December 8, 2017 at 11:59:59 p.m. (PT) (the "Promotion Period"). Each Promotion will have distinct start and end dates and prize(s), and each will be subject to its applicable set of "Official Rules" in addition to these Official General Rules of Participation.
2. Each Promotion will begin at 12:00:00 a.m. PT and end at 11:59:59 p.m. PT. Each Promotion is subject to the Eligibility requirements explained in Eligibility, below, unless specifically stated differently in the Official Rules applicable to a particular Promotion. The Official Rules for each Promotion can be accessed by clicking on the corresponding Promotion name listed on the "Sweepstakes Rules" page of the KrowdFit website, <http://www.krowdfit.com> (the "Website"). The KrowdFit computer is the "Official Computer" of the KrowdFit Promotions.
3. Participation in any Promotion constitutes Entrant's (and if entrant is a minor in the jurisdiction in which Entrant resides, Entrant's parent's/legal guardian's) full and unconditional agreement to, and acceptance of, these "Official General Rules of Participation" (including the agreement that all decisions of KrowdFit are final and binding in all respects on all Entrants), the Official Rules applicable to each Promotion, and the "KrowdFit Privacy Policy" located at <http://www.krowdfit.com/privacy-policy>. Winning a prize is contingent upon Entrant fulfilling all requirements set forth in these Official General Rules of Participation and the Official Rules of the applicable Promotion.

Eligibility

1. Who is eligible: Unless specifically stated differently in the Official Rules applicable to a particular Promotion, the Promotions are offered by KrowdFit, Inc. ("KrowdFit") and are open only to:
 - a. legal residents of the 50 United States, Washington, D.C., Puerto Rico and Canada (excluding Quebec) who, at the time of participation, are legal employees of KrowdFit clients at least 13 years old who have Internet access and whose email address was provided to KrowdFit by their employers ("KrowdFit Client Employees"), or
 - b. legal residents of Washington, D.C., Puerto Rico, the states of the United States (other than New York and Florida), and Canada (other than Quebec) who, at the time of participation, are not KrowdFit Client Employees but are at least 13 years old (*provided that a minor's parent/guardian provides written consent to KrowdFit.*) who have Internet access and a valid email address, and are the authorized account holders of such email addresses (individually and collectively, "Consumer(s)"),

Provided that their participation is not prohibited by applicable law (individually and collectively, "Eligible Entrant(s)" or "Entrant(s)") or as provided herein.

2. Who is not eligible: Entrants whose KrowdFit subscriptions are not in good standing, employees of KrowdFit, its subsidiary and affiliated companies, and promotions agencies and other companies involved in the design and administration of a Promotion, participating advertisers and non-client media, and their immediate family members and/or those living in the same household of each are not eligible. Immediate family member is defined as husband, wife, children, mother/step mother, father/step father, sister, sister in-law, brother or brother in-law. *These Promotions are Void in New York and Florida as to Consumers.*

Terms

All Terms in these Official General Rules of Participation have the same meaning when used in the Official Rules of each Promotion.

Timeframe Definitions

1. A day begins at midnight, 12:00:00 a.m. (PT) and ends at 11:59:59 p.m. (PT) ("**Day**").
2. A week begins on Saturday at midnight, 12:00:00 a.m. (PT) and ends the following Friday at 11:59:59 p.m. (PT) ("**Week**").
3. A Month consists of four (4) consecutive Weeks ("**Month**").
4. A Quarter consists of three (3) consecutive Months ("**Quarter**").
5. The Promotion Periods vary. The first Week of a Promotion Period during which Subscription Members may enter the Promotion starts at midnight, 12:00:00 on Thursday, December 8, 2016 at 12:00:01 a.m. United States Pacific Time (PT). The final day of entry day is Friday, December 8, 2017 at 11:59:59 p.m. Mail-In Entries may be mailed in when the Promotion begins. (The term **Subscription Member** is defined in Entry Methods, below; the term **Mail-In Entry** is defined in Entry Methods, below.)
6. All times in these Official Rules of General Participation and all Official Rules shall be United States Pacific Time (PT). Whether that time is Pacific Standard Time or Pacific Daylight Saving

Time will depend on the dates that Standard Time and Daylight Saving Time change during the Promotion Period. The Official Computer will be the “**Official Clock**” of the KrowdFit Promotion.

Entry Methods

1. If you are an Eligible Entrant you can participate in the Sweepstakes in two ways: you can become a Subscription Member and earn Activity Entries, or you can mail Mail-In Entries. (Activity Entries and a Mail-In Entries are individually and collectively referred to as “**Entry**” and “**Entries**”. Each Promotion has its own set of Entries)
2. **Subscription Member:** You become a “**Subscription Member**” when you receive an employer-sponsored subscription to KrowdFit or you purchase a Consumer subscription to KrowdFit.
 - a. **Eligible Entrants are entitled to only one Subscription Membership:** A subscription to KrowdFit, whether purchased by or in connection with a KrowdFit client or a Consumer, is a “**Subscription Membership**”. At any given time you may be subscribed to either an employer-sponsored Subscription Membership or a Consumer-purchased Subscription Membership, but not both. (See Rule Subscription Transfers and Cancelations, below, in connection with transfers of Subscription Membership that occur when employment status changes.)
 - b. **Subscription Member Registration of KrowdFit Client Employees, KrowdFit Account:** If you are an Eligible Entrant who is a KrowdFit Client Employee, you are entitled to register for a “**KrowdFit Account**”. KrowdFit will send you an email containing a tokenized link inviting you to register as a “Subscription Member” on the Website, <http://www.krowdfit.com>, and activate your account (See “KrowdFit Account” at <https://app.krowdfit.com/>).
 - c. **Subscription Member Registration of Consumers:** If you are an Eligible Entrant and a Consumer and you purchase a KrowdFit subscription on the Website you will become a Subscription Member and be provided with a KrowdFit Account at <https://app.krowdfit.com/>.
 - d. **Wearable Biometric Tracking Device:** Your KrowdFit account is meant to be used with a compatible, wrist worn biometric tracking device (also referred to herein and in all Official Rules as a “**Biometric Device**” or an “**Activity Tracking Device**”) that can detect, among other things, walking steps, running distance, heart rate, swimming laps and sleep patterns of the wearer. Data from the tracking device is used to gain entries into one or more of the available promotions. Subscribed Members are expected to use their own device, which will be linked to your KrowdFit Account to record certain biometric information about you while you wear it. (See Rule KrowdFit Activities, below for additional information about the Biometric Device.) KrowdFit has the option of providing the device.
 - e. **Subscription Members Earn Activity Entries:** Once you receive your KrowdFit Account you can earn an “**Activity Entry**” by recording completion of a “**KrowdFit Activity**” in your KrowdFit Account. (See Rule KrowdFit Activities, below, for more information). After you connect a Biometric Device you can also earn an Activity Entry by completing a KrowdFit Activity that is registered by the Biometric Device. (See Rule KrowdFit Activities below). You can earn an Activity Entry by logging into your KrowdFit Account, and you can earn additional Activity Entries by following instructions there to record completion

of a KrowdFit Activity (e.g., by logging food consumption) in your KrowdFit Account on a timely basis or uploading data from your Biometric Device or Activity Tracking Device to your KrowdFit Account on a timely basis. Participation in a given KrowdFit Activity may result in a different number of Entries among the Promotions. The Official Rules of each Promotion will identify how participation in a particular KrowdFit Activity will be counted as an Entry into that Promotion.

- f. **Changing Your Contact Information:** Subscription Members are responsible for making sure that their registration and contact information is accurate and up to date. If your contact information changes, it is your responsibility to make changes to your KrowdFit Account on a timely basis so that, in the event you may be a potential winner, KrowdFit has accurate and up to date information to be able to contact you.
 - g. **Member Agreement:** All subscription members are governed by our Membership Agreement available on the website www.krowdfit.com/member-agreement.
3. You can receive a “Mail-In Entry” without becoming a Subscription Member or taking part in a KrowdFit Activity.
- a. You can participate any Promotion without becoming a Subscription Member or participating in KrowdFit Activities by typing on a white, three inch by five inch (3” x 5”) card or piece of paper: 1) your first and last name, 2) your complete home mailing address with zip or postal code, your daytime phone number, your email address, and 4) the name of the particular Promotion you are entering, and mailing the card or paper in a first class postage paid envelope (**no metered mail will be accepted**) to: Promotions, 227 Bellevue Way NE, Suite 701, Bellevue, WA 98004. Use a separate typed card or paper for each Promotion Entry. Your typed, correct return address must appear in the outer mailing envelope's upper left corner. You may include as many typed card or paper Mail-In Entries in a single postage stamped mailing envelope as there are permissible Entries on a given Day of active Promotions. For example, if there are three permissible entries in the \$1 Million Sweepstakes per day and a total of fourteen (14) other permissible Entries in Weekly, Monthly or Quarterly Giveaways per Day, you may mail up to seventeen (17) Mail-In Entries on a given Day in a given envelope. Any Mail-In Entry that does not specify the Promotion to which it is applicable will not qualify for any Entry. If more cards or papers with Mail-In Entry information are included in a single envelope than there are permissible Entries on a given Day in the Promotions, only the maximum permissible number of Mail-In Entries per applicable Promotion will be allocated to you on that Day. No copies, facsimiles or reproductions or preprinted return address labels will be accepted.
 - b. Each Promotion has a different number of permissible entries per applicable time period and Mail-In Entrants will be entitled to the same number of entries as Subscription Members. In order to accomplish this, the number of permissible Mail-In Entries per time period will be adjusted to accommodate Days of the Week during which the United States Postal Service does not offer service. Consult the Official Rules of each Promotion for number of Mail-In Entries that are permissible for that Promotion.
 - c. Mail-In Entries for any given drawing will not be carried forward to any subsequent drawing. Mail-In Entries are valid only upon timely receipt.

- d. Notwithstanding anything to the contrary, if a drawing falls on a U.S. postal holiday, Mail-In Entries which would otherwise have been received and processed on the postal holiday will be received on and processed for the next available drawing after they are received. Depending on the Promotion, Mail-In Entries may be postmarked either up to seven (7) business days prior to the first drawing in a Promotion, or up to seven (7) business days after the Promotion ending date; the Mail-In Entry provision applicable to each Promotion will indicate which applies. Eligible Entrants entering by mail should allow seven (7) business days for any Mail-In Entry to be received. Mail-In Entries are valid only upon receipt. (See Limitation on Liability, below.)
- e. **Changing your Mail-In Contact Information:** If your contact information changes, it is your responsibility to notify KrowdFit on a timely basis so that, in the event you may be a potential winner, KrowdFit has accurate and up to date information to be able to contact you. Mail all notices of address change to: KrowdFit Sweepstakes, ATT: Address Change, 227 Bellevue Way NE, Suite 701, Bellevue, WA 98004.

KrowdFit Activities

1. A “**KrowdFit Activity**” is a subscription-related activity that KrowdFit may offer (or its subsidiaries, affiliates, or partners may offer), such as but not limited to logging your food consumption, and engaging in an activity which will be recorded by your Biometric Device or Activity Training Device. The different kinds of KrowdFit Activities will be identified on the Sweepstakes Rules page of the Website.
2. **About the Biometric Device and an Activity Tracking Device:**
 - a. These devices collect certain information about you when you wear it.
 - b. These devices are provided and supported by a third party. The third party will provide written instructions on use of the Biometric Device, including how to connect it to your computer, what data it collects about you, how to upload the data the Biometric Device collects about you, care and handling, warranty coverage, and other pertinent information.
 - c. KrowdFit will provide information about how to connect your device to your KrowdFit Account on the Website. KrowdFit does not enforce and has no control over the privacy policy established by the manufacturer of the applicable device.
 - d. Once a Subscription Member logs into his/her KrowdFit Account of the Website and initiates the upload of the Biometric Device or Activity Training Device data, all data contained on the device will be uploaded to your KrowdFit Account of the Website. However, only data that is timely uploaded, i.e., it reflects KrowdFit Activity that was performed that Day, will be applicable to a given Promotion.
 - e. During the Promotion Period, KrowdFit may, at its discretion, cause the Biometric Device or Activity Tracking Device to communicate directly and automatically to your KrowdFit Account of the Website without your logging into your KrowdFit Account.
 - f. Subscription Members will be able to view the uploaded data when they log into their respective KrowdFit Accounts.
3. **About the Food Log**
 - a. Members can use a food log to record food consumption for Activity Entries in accordance with each Promotion’s Applicable Official Rules (the “Food Log”). Members

can access this food log via the app or website provided by the Third Party which provides and supports their Biometric Device or Activity Tracking Device. Follow the instructions to log what you eat on a given Day. A single log of food during a meal may be used as an Activity Entry in more than one (1) Promotion. The maximum number of Activity Entries earned per day for logging food consumption is set forth in the Official Rules of each Promotion.

Subscription Transfers and Cancellations

1. **Subscription**

- a. As a KrowdFit member you own your KrowdFit account, email address, username and password. Your subscription may be provided by a KrowdFit Client Employer. In such cases you are still bound by the Member Agreement.

2. **Employer-sponsored Subscription Membership:**

- a. If your employment by a KrowdFit client terminates (for any reason) your employer-sponsored subscription will be cancelled as described in this section.

3. **Consumer-purchased Subscription Membership:**

- a. If you purchased a Subscription Membership as a Consumer and subsequently become employed by a KrowdFit client, your Consumer-purchased Subscription Membership may be used within your employer account.

4. **Canceling A Subscription Membership:**

- a. If an Eligible Entrant's Subscription Membership is cancelled, that person will not be automatically entered into any Promotion drawing after the effective date of such cancellation.

5. **KrowdFit Client Employees:**

- a. A KrowdFit Client Employee may cancel his/her Subscription Membership at any time.
- b. The Subscription Membership of a KrowdFit Client Employee may be cancelled by that employer due to, among other things, falsifying exercise and/or diet inputs.
- c. Subscription Membership of a KrowdFit Client Employee is coterminous with employment, and automatically ceases upon employment termination, irrespective of the reason. If that person is otherwise eligible to enter this Promotion as provided in Rule Eligibility, and has purchased his/her own Subscription Membership as an eligible Consumer, that person will be automatically entered into Sweepstakes drawings after the effective date of such new Subscription Membership. However, that person will not be automatically entered into any Sweepstakes drawing during any hiatus between the time of employment termination and the purchase of a new Subscription Membership as a Consumer.

6. **Consumers:**

- a. A Consumer may cancel his/her Subscription Membership at any time.
- b. A Consumer's Subscription Membership will be automatically cancelled if the member fails to make a timely payment of his/her subscription.
- c. If a Consumer's Subscription Membership is cancelled, he/she may purchase a new subscription and, after the effective date of such new Subscription Membership, he/she may enter into Promotions after the effective date of such new Subscription

Membership. However, that person will not be automatically entered into any Promotion drawing during any hiatus of Subscription Membership.

Odds

1. The odds of winning each Promotion are set forth in that Promotion's applicable Official Rules.

Winner Notification

1. For any drawing, KrowdFit or a company acting on its behalf will attempt to notify on or before five (5) business days after the drawing the potential winner(s) in person, by telephone, by certified mail, or e-mail, or in such other manner as determined by KrowdFit. Notice will be delivered and deemed made in accordance with the contact information provided to KrowdFit by Subscription Members when they registered as Subscription Members (or as updated by such Entrants in accordance with Rule Subscription Transfers, and the instructions on the Subscription Member's KrowdFit Account), or by Mail-In Entrants according to the information provided on the 3" x 5" card (or as updated by mail by Mail-In Entrants in accordance with the instructions in Entry Methods, Rule 3.e.). It is the sole responsibility of each Entrant to maintain his or her contact information as current. Neither KrowdFit nor any other person or entity shall have any responsibility or liability for failure to provide notice due to an Entrant's failure to maintain his or her contact information as current. Should KrowdFit or a company acting on its behalf be unable to notify a potential prize winner, the prize may be forfeited.

Prize Claims

1. Except where prohibited, prize winners may be required to complete and return an affidavit of eligibility, liability/publicity release (as permitted by law) and an applicable tax form (collectively, the "**Paperwork**"), within twenty (20) days of being notified. If the potential prize winner fails to sign and return the Paperwork within the required time period, or cannot comply with the prize acceptance requirements of the applicable sweepstakes, that potential prize winner will be deemed to have forfeited the prize. Failure to abide by these Official Rules or return of the prize notification as non-deliverable may result in disqualification.

Companion Sweepstakes

1. KrowdFit, its subsidiaries, affiliates, or partners has the right, but not the obligation, at any time during the Promotion Period to offer to eligible persons, another Promotion which would be subject to these Official Rules of General Participation.

Limitation on liability

1. WE EXCLUDE ALL REPRESENTATIONS, WARRANTIES, CONDITIONS, AND TERMS (WHETHER EXPRESS OR IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE) TO THE FULLEST EXTENT PERMITTED BY LAW. EVERYTHING ON THIS WEBSITE IS PROVIDED "AS IS".

2. YOU ACKNOWLEDGE AND AGREE THAT WE ARE NOT RESPONSIBLE FOR: ANY PRINTING, HUMAN OR OTHER ERROR IN THE OFFER, PROMOTION OR ADMINISTRATION OF THESE PROMOTIONS; LOST, LATE, MISDIRECTED, DAMAGED OR MUTILATED MAIL; INCOMPLETE OR ILLEGIBLE ENTRIES; YOUR FAILURE TO MAINTAIN YOUR CONTACT INFORMATION AS CURRENT; THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO OR ALTERATIONS OF PROMOTIONS MATERIALS; THE CONTENT, PRIVACY POLICIES, PRACTICES OR INFORMATION PRACTICES, INCLUDING BUT NOT LIMITED TO INFORMATION PRACTICES RELATIVE TO THE GATHERING AND USE OF PERSONALLY IDENTIFIABLE INFORMATION, ALSO KNOWN AS "PII" OF WEBSITES AND DATABASES OPERATED BY THIRD PARTIES TO WHICH A PARTICIPANT IN THIS PROMOTION MAY BE LINKED.
3. NO MORE THAN THE STATED NUMBER OF PRIZES IN THE OFFICIAL RULES OF ANH PROMOTION OR ANY PRIZE CATEGORY WITHIN A PROMOTION WILL BE AWARDED. IN THE EVENT THAT PRODUCTION, TECHNICAL, PROGRAMMING, DIGITAL OR ANY OTHER REASON(S) CAUSE(S) MORE THAN THE STATED NUMBER OF TOTAL PRIZES OR TOTAL PRIZES IN ANY PRIZE CATEGORY, AS SET FORTH IN THE OFFICIAL RULES OF ANY PROMOTION, TO BE AVAILABLE AND/OR CLAIMED, KROWDFIT RESERVES THE RIGHT TO AWARD ONLY THE STATED NUMBER OF PRIZES IN THAT PROMOTION BY A RANDOM DRAWING AMONG ALL LEGITIMATE, UNAWARDED, ELIGIBLE PRIZE CLAIMS.
4. IF YOU ENTER ANY PROMOTION ONLINE, YOU ARE SOLELY RESPONSIBLE FOR THE SECURITY OF YOUR USER NAME AND PASSWORD. YOU ARE RESPONSIBLE FOR TAKING PRECAUTIONS TO KEEP IT PRIVATE TO PREVENT UNAUTHORIZED USE. NEITHER KROWDFIT NOR ANY OTHER PERSON OR ENTITY WILL BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR CONSEQUENCE YOU SUFFER DUE TO CARELESS OR UNAUTHORIZED USE OF A USER NAME OR PASSWORD.
5. YOU ACKNOWLEDGE AND AGREE THAT YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF THE SITE AND SERVICE. YOU ACKNOWLEDGE AND AGREE THAT ANY INFORMATION YOU SEND OR RECEIVE DURING YOUR USE OF THE SITE AND SERVICE MAY NOT BE SECURE AND MAY BE INTERCEPTED OR LATER ACQUIRED BY UNAUTHORIZED PARTIES. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SITE AND SERVICE IS AT YOUR OWN RISK. RECOGNIZING SUCH, YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER KROWDFIT NOR ITS SUPPLIERS OR LICENSORS WILL BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER TANGIBLE OR INTANGIBLE LOSSES OR ANY OTHER DAMAGES BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY (EVEN IF KROWDFIT HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM THE SITE OR SERVICE; THE USE OR THE INABILITY TO USE THE SITE OR SERVICE; UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE OR SERVICE; ANY ACTIONS WE TAKE OR FAIL TO TAKE AS A RESULT OF COMMUNICATIONS YOU SEND TO US; ANY INCORRECT, ILLEGIBLE, MISDIRECTED, STOLEN, INVALID OR INACCURATE ENTRY INFORMATION; HUMAN ERRORS; TECHNICAL MALFUNCTIONS;

FAILURES, INCLUDING PUBLIC UTILITY OR TELEPHONE OUTAGES; OMISSIONS, INTERRUPTIONS, LATENCY, DELETIONS OR DEFECTS OF ANY DEVICE OR NETWORK, PROVIDERS, OR SOFTWARE (INCLUDING, BUT NOT LIMITED TO, THOSE THAT DO NOT PERMIT AN ENTRANT TO PARTICIPATE IN THE SERVICE); ANY INJURY OR DAMAGE TO COMPUTER EQUIPMENT; INABILITY TO FULLY ACCESS THE SITE OR SERVICE OR ANY OTHER WEBSITE; THEFT, TAMPERING, DESTRUCTION, OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, ENTRIES, IMAGES OR OTHER CONTENT OF ANY KIND; DATA THAT IS PROCESSED LATE OR INCORRECTLY OR IS INCOMPLETE OR LOST; TYPOGRAPHICAL, PRINTING OR OTHER ERRORS, OR ANY COMBINATION THEREOF; OR ANY OTHER MATTER RELATING TO THE SITE OR SERVICE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, KROWDFIT'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO KROWDFIT FOR GENERAL USE OF THE SITE OR SERVICE DURING THE TERM OF YOUR REGISTRATION FOR THE SITE, NOT INCLUDING ANY ENTRY FEES FOR CONTESTS COMPLETED PRIOR TO THE CIRCUMSTANCES GIVING RISE TO THE CLAIM.

6. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you.

Limitation of Damages

1. IN NO EVENT WILL WE, OUR OFFICERS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, SUPPLIERS, AGENTS, AFFILIATES, SUBSIDIARIES, SUCCESSORS OR ASSIGNS BE LIABLE TO ANY PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR OTHER INDIRECT (INCLUDING WITHOUT LIMITATION, COST OF COVER) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY SERVICES, CONTENT OR OTHER MATERIALS PROVIDED OR AVAILABLE HEREUNDER, OR USE OF ANY OTHER LINKS OR LINKED WEB SITE, EVEN IF WE ARE EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER SUCH DAMAGES AROSE IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER LEGAL BASIS. THE TERM "DAMAGES" INCLUDES, WITHOUT LIMITATION, ATTORNEY FEES, ANY LOST PROFITS, BUSINESS INTERRUPTION AND LOSS OF PROGRAMS OR OTHER DATA ON YOUR INFORMATION HANDLING SYSTEM. YOU ACKNOWLEDGE THAT THE ECONOMIC TERMS OF OUR AGREEMENT REFLECT THE FOREGOING ALLOCATION OF RISK AND SUCH ALLOCATION OF RISK IS A SIGNIFICANT INDUCEMENT FOR US TO PROVIDE THE SERVICES, WEB SITE AND OTHER CONTENT AND MATERIALS.

General Conditions

1. By participating you agree to and acknowledge the following:
 - a. You are bound by these Official General Rules of Participation and any applicable Official Rules, and the decisions of KrowdFit and its designees.
 - b. You hereby release and hold harmless KrowdFit, its subsidiaries and affiliated companies, Kardio Krew Members, partners, advertising and promotion companies, insurers, underwriters, resource and computer servicing companies, and security agencies, and all of their respective officers, directors, employees, representatives and

agents (individually and collectively referred to as "KrowdFit Released Parties") from all liability whatsoever, including liability for any injuries, losses or damages of any kind (whether due to negligence or otherwise) to person(s), including death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, loss, misuse or use of any prize or participation in this Sweepstakes or any Sweepstakes related or travel related activities.

- c. The KrowdFit Released Parties have made no warranty, representation or guaranty, expressed or implied, in fact or in law, relative to the prize or any portion thereof.
- d. Even if abbreviated Official General Rules of Participation or abbreviated Official Rules of a particular Promotion are available, you will rely solely on these complete Official General Rules of Participation and the Official Rules of the applicable Promotion.
- e. If you are declared the official winner of any prize hereunder, you hereby grant permission to KrowdFit and those acting under its authority the right to the use of your name, picture, likeness, voice, biographical information and statements, at any time or times, in perpetuity, for advertising, trade, publicity and promotional purposes, without additional compensation, in all media now known or hereafter discovered, worldwide and on the Internet, World Wide Web and other media (except where such usage is legally prohibited), at any time and without notice, review or approval, and to the use of your name, and city and state of residence for purposes of providing a list of winners to the public on request and as required by law. (For example, if you are a TN resident you will not be required to sign a liability/publicity release as a condition of winning a prize.)
- f. Your participation any portion of the KrowdFit Promotions and your agreement to these Official General Rules of Participation and the Official Rules of the applicable Promotion constitutes adequate consideration.
- g. Anyone who tampers with or abuses any aspect of the Promotions, as solely determined by KrowdFit, will be disqualified. Any use of robotic, automatic, macro, programmed, third party or like entry methods will void all such Entries/entries by such methods, and disqualify any Entrant using such methods.

Winners List and Copy of Rules

1. For the name(s) of the winner(s), print your name and complete address on a self-addressed first class stamped envelope and mail to: KardioFit, Winners List, P.O. Box 10505, Rochester, NY 14610. For a copy of these Official General Rules of Participation or the Official Rules of any individual Promotion print your name and complete address on a self-addressed first class stamped envelope and mail to: KrowdFit, Official Rules, 227 Bellevue Way NE, Suite 701, Bellevue, WA 98004,

Change in Applicable Law

1. KrowdFit reserves the right to suspend, modify, alter or terminate the any one or more Promotions conducted pursuant to these Official Rules of General Participation if any federal or state law, rule or regulation, or any judicial decision or Attorney General

Opinion, or any change in any current enforcement policy affects its/their legality, in whole or in part.

Name Removal System

1. KardioFit maintains a name removal system. If you do not want KardioFit to mail sweepstakes materials to you, you may send a request that KardioFit not mail such materials to you. Mail the request to KardioFit, Inc., 227 Bellevue Way NE, Suite 701, Attention: Name Removal, Bellevue, WA 98004.

Entire Agreement

1. These Terms (and any additional terms, rules and conditions of participation in particular contests that KrowdFit may post on the Service) constitute the entire agreement between you and KrowdFit with respect to the Service and supersedes any prior agreements, oral or written, between you and KrowdFit. In the event of a conflict between these Terms and the additional terms, rules and conditions of participation in particular contests, the latter will prevail over the Terms to the extent of the conflict.

Waiver and Severability of Terms

1. The failure of KrowdFit to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by an arbitrator or court of competent jurisdiction to be invalid, the parties nevertheless agree that the arbitrator or court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.

Statute of Limitations

1. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Service or the Terms must be filed within six (6) months after such claim or cause of action arose or be forever barred.

International Use

1. We do not represent that all content, materials and services on our Web site are appropriate or available for use in all geographic locations, especially some locations outside the United States, and accessing such from certain locations may be illegal and prohibited. Those who do access content, materials and services from such locations act on their own initiative and we are not responsible for their compliance with local laws or other applicable laws. You will not access the foregoing where prohibited by law.

Section Titles

1. The section titles in the Terms are for convenience only and have no legal or contractual effect.

Force Majeure

1. The failure of KrowdFit to comply with any provision of these Terms due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of KrowdFit (excepting compliance with applicable codes and regulations) or other force majeure event will not be considered a breach of these Terms.

Communications

1. Users with questions, complaints or claims with respect to the Service may contact us using the relevant contact information set forth above.