



**FITNESS CONNECTION
INSTAGRAM TAG – A – FRIEND CONTEST
OFFICIAL RULES**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.

PURCHASE OR PAYMENTS OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

The Instagram Tag A Friend Sweepstakes (the “Sweepstakes”) is governed by these Official Rules. By participating in the Sweepstakes, each entrant agrees to abide by these Office Rules, including all eligibility requirements, and understands that the results of the Sweepstakes, as determined by Sponsor (as defined below) are final in all respects.

1. **ELIGIBILITY.** Open to legal residents of the 50 United States and District of Columbia, 18 years of age and older as of November 4, 2021 except for (i) legal residents of Alabama and Nebraska must be 19 years of age or older as of November 4, 2021, (ii) legal residents of Mississippi must be 21 years of age or older as of November 4, 2021, and (iii) employees of Titan Fitness, LLC (“Sponsor”) and its parents, subsidiaries or affiliate companies and members of their immediate family or persons living in the same household. Void where prohibited by law.

2. **HOW TO ENTER.** Beginning at 09:00am Central on Friday, November 5th, 2021 through 12:01am Central on Monday, November 8th, 2021 visit the Fitness Connection Instagram page at www.instagram.com/fitnessconnection and follow us to click on the Sweepstakes announcement post. Then, publicly tag a friend beneath the post in the comments section for a chance to win. Clicking to follow Fitness Connection on Instagram will prompt entrant to log-in to his/her Instagram account, if he/she is not already logged in. **ALL STEPS MUST BE COMPLETED IN ORDER FOR AN ENTRY TO BE VALID.** An Instagram account is required to enter this Sweepstakes and is available for free at <http://www.instagram.com>. This Sweepstakes is in no way sponsored or endorsed by, or associated with Instagram, Inc. (“Instagram”). By entering, you understand that you are providing your information to the Sponsor and not to Instagram.

After submitting the required information, the entrant will receive one (1) entry into the Sweepstakes. Mass entries or mechanical reproductions, or late, lost, stolen, illegible, misdirected, damaged, inaccurate, incomplete, and/or postage due entries are void. Any attempt at entry except as above stated is void. All entries become the property of the Sponsor and will not be returned. You may enter more than once through the above entry process.

Sponsor is not required to inform an entrant of an incomplete or otherwise non-compliant entry. Sponsor is not responsible for lost, late, invalid, unintelligible, incomplete, garbled, or misdirected entries, which will be disqualified. Entries sent via mail, telephone, fax, or otherwise mechanically reproduced will not be accepted. Proof of submission of an entry will not be deemed proof of receipt. Receipt of entries will not be acknowledged nor will proof of submission of an entry form be deemed proof of receipt. The authorized account holder of the e-mail account used to enter will be deemed to be the entrant. The “authorized account” holder is the natural person assigned the e-mail account. Potential winners may be required to show proof of being the authorized account holder.

3. **DRAWING.** Sponsor will conduct a random drawing on or about November 9th to select the winner from among all eligible entries received. Odds of winning depend on the number of entries received. Potential winners will be notified via Instagram messages. If a potential winner cannot be



reached by Sponsor within twenty-four (24) hours using the contact information provided at the time of entry, or if prize notification is returned as undeliverable, that potential prize winner will be deemed to have forfeited the prize. At Sponsor’s sole discretion, the potential winner may be required to sign and return the Affidavit of Eligibility, Prize Acceptance and Release Form, prior to accepting their prize. If a potential winner fails to comply with these official rules, that potential winner will be disqualified and, at Sponsor’s discretion, the prize will be awarded to an alternate winner. All income taxes resulting from acceptance of prize are the responsibility of winner. Acceptance of a prize also constitutes permission to the Sponsor to use winner's name, likeness, and biographical information for marketing purposes without further compensation or right of approval, unless prohibited by law. All federal and state laws apply.

4. **PRIZES.** The following are the prizes (including the number of, description and retail value of each prize) available pursuant to this sweepstakes:

Prize	Number	Items Included in Bundle		Retail Value (before applicable sales tax)
		Quantity	Description	
Fitco Bundle	1	1	Vanilla Cake Batter Whey Isolate	\$39.99
		1	Tropical Mango VMI Sports Aminogex Ultra	\$29.99
		2	Water bottles	\$12.99 + \$9.95
		1	Fitco Lanyard	\$2.00
		1	Sports Waist Pack	\$9.95
		Total Value:		

Total prize value (before applicable sales tax): \$104.87. Prizes consists of only those items specifically listed as part of the prize. Limit one prize per family or household. No substitution or transfer of prize permitted by winner. Sponsor reserves the right to substitute a prize of equal or greater value. If a potential winner is disqualified for any reason, Sponsor may, in its sole discretion, award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries.

5. **LIMITATION OF LIABILITY.** By entering this Sweepstakes, entrants waive all right to, and hold the Sponsor and its parents, affiliates, subsidiaries, agents, representatives, officers, directors, shareholders, and employees (collectively, the “Released Parties”) harmless from, any claim, liability, loss, damage (including punitive, incidental, and consequential damages), or expense (including attorneys' fees) arising out of or in connection with participation in this Sweepstakes or the acceptance, use, or misuse of any prize. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. Sponsor will not be responsible for: late, incomplete, or incorrect entries; by any human error which may occur in the processing of the entries in this sweepstakes; or any typographical, technological, or other error in the



publishing of the offer, administration of the sweepstakes, or announcement of the prizes. If, in the Sponsor's opinion, there is such an error, or there is any suspected evidence of tampering with any portion of the Sweepstakes, Sponsor reserves the right to, in its sole discretion, cancel or modify this Sweepstakes in a manner deemed appropriate by the Sponsor. Use of bots or other automated process to enter is prohibited and may result in disqualification at the sole discretion of the Sponsor. In the event of termination, winners will be selected from among all eligible entries received as of date of termination. Notwithstanding anything to the contrary in these Official Rules, any remedy or recourse available under or related to these Official Rules is strictly limited to Sponsor. No past, present or future director, officer, employee, incorporator, member, partner, stockholder, subsidiary, affiliate, controlling party, entity under common control, ownership or management, vendor, service provider, agent, or attorney of either party shall have any liability under these Official Rules of or for any claim based on, in respect of, or by reason of, the Sweepstakes contemplated hereby. ANY ATTEMPT BY ANY PERSON TO DAMAGE OR UNDERMINE THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAW, AND IF SUCH AN ATTEMPT IS MADE, SPONSOR MAY SEEK DAMAGES AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. SPONSOR'S FAILURE TO ENFORCE ANY TERM OF THESE OFFICIAL RULES SHALL NOT CONSTITUTE A WAIVER OF THAT PROVISION. INDEMNIFICATION AND LIMITATION OF LIABILITY BY ENTERING THE SWEEPSTAKES, EACH ENTRANT AGREES TO INDEMNIFY, RELEASE AND HOLD HARMLESS THE RELEASED PARTIES, INSTAGRAM, AND ALL THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS FROM ANY LIABILITY, DAMAGES, LOSSES OR INJURY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THAT ENTRANT'S PARTICIPATION IN THE SWEEPSTAKES AND THE ACCEPTANCE, USE OR MISUSE OF ANY PRIZE THAT MAY BE WON. THE RELEASED PARTIES DO NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE PRIZE. THE RELEASED PARTIES DISCLAIM ANY LIABILITY FOR DAMAGE TO ANY COMPUTER SYSTEM RESULTING FROM ACCESS TO OR THE DOWNLOAD OF INFORMATION OR MATERIALS CONNECTED WITH THE SWEEPSTAKES. BY PARTICIPATING IN THE SWEEPSTAKES, ENTRANT AGREES THAT THE RELEASED PARTIES (I) MAKE NO WARRANTY, GUARANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATING TO THE SWEEPSTAKES AND/OR THE PRIZES; AND (II) DISCLAIM ANY IMPLIED WARRANTY.

6. **CHOICE OF LAW AND FORUM.** Entrant agrees that all matters arising out of or relating to this sweepstakes and these Official Rules are governed by, and construed in accordance with, the laws of Texas, without giving effect to any of its conflict of laws provisions thereof. Entrant further agrees that any legal suit, action, or proceeding arising out of or relating to this sweepstakes and these Official Rules shall be brought exclusively in the applicable federal or state courts located in Collin County, Texas.

7. **WINNERS LIST.** For the names of all prize winners, available after November 12, 2021, send a self-addressed, stamped #10 envelope to:

Titan Fitness, LLC
ATTN: General Counsel
2517 Midway Road
Carrollton, TX 75006

8. **SPONSOR.** Titan Fitness, LLC, 2517 Midway Road, Carrollton, TX 75006.