

2019 fitCOMMIT Giveaway

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. BY ENTERING THE SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING.

1. SWEEPSTAKES TIMING: The **2019 fitCOMMIT Giveaway** (the “**Sweepstakes**”) entry period begins on May 1, 2019 at 12:00:01 a.m. Eastern Time (“**ET**”) and ends on May 31, 2019 at 11:59:59 p.m. ET (the “**Entry Period**”). All Eligible Entries will be reviewed for compliance with these Official Rules (“**Official Rules**”) and, if compliant, will be made available for the Sweepstakes drawing. The Administrator’s database clock will be the timekeeper for the Sweepstakes.

Entry in the Sweepstakes does not constitute entry into any other promotion, contest or sweepstakes. By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Market Data Retrieval (“**MDR**”), 6 Armstrong Road, Suite #301, Shelton, CT 06484 USA (the “**Administrator**”), and/Sanford Health, 2301 East 60th St N Sioux Falls, SD 57104 USA (the “**Sponsor**”) whose decisions shall be final and legally binding in all respects and not subject to further review in any forum.

2. ELIGIBILITY: The promotion is open only to legal residents of the United States who at the time of entry are a) eighteen (18) years of age or older and b) currently employed full- or part-time as an educator by an accredited public or private K-12 school in the United States (“**Entrant**”). Sponsor, Administrator, MDR, Sanford Health, and each of its companies, subsidiaries, advertising and promotion agencies, and any and all other companies associated with the Sweepstakes (collectively, the “**Promotion Entities**”), and each of their immediate family members and/or people living in the same household are not eligible to participate. All eligibility is subject to all federal, state and local laws and regulations. All entries submitted are the property of the Sponsor. **The Sweepstakes shall be void where prohibited or restricted by law.**

3. HOW TO ENTER:

VIA SPONSOR’S MICROSITE: During the Entry Period visit <https://www.fit4schools.us/fitcommit/> and complete the entry form with all required information, agree to the Official Rules and submit.

Proof of delivery or receipt of entry will not be deemed by the Sponsor as proof of entry into the Sweepstakes. All entries become the sole property of Sponsor. Entries will not be

acknowledged or returned. All entries are subject to verification and approval by the Sponsor. Entries that do not comply with the Official Rules (“**Official Rules**”) herein will be disqualified. Any attempted form of entry other than as described herein is void. Sponsor will determine in its sole discretion, what constitutes a valid entry. All materials submitted become the property of the Sponsor and will not be returned or acknowledged.

Sponsor reserves the right to cancel or modify the Sweepstakes if fraud or technical failures impair the integrity of the Sweepstakes as determined by the Sponsor, in its sole discretion, and to award the prize(s) based on Eligible Entries received prior to the cancellation.

If you opt to access the Sweepstakes via your wireless mobile device (only available via participating wireless carriers), data rates may apply for each message sent or received from your handset according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges as well as charges for wireless Internet access) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges relating to your participation in the Sweepstakes. Mobile device service may not be available in all areas. Check your phone's capabilities for specific instructions. Sponsor is not responsible for any charges.

Entry Notes: Entrant will be able to review his or her entry prior to submission, but once any entry is submitted, Entrant cannot access/revise such entry in any way. Entries made on another's behalf by any individuals or other entities, including but not limited to, commercial Sweepstakes/sweepstakes subscription notification and/or entering services, will be declared invalid and disqualified for the Sweepstakes. Tampering with the entry process or the operation of the Sweepstakes is prohibited and any entries deemed by Sponsor, in his sole discretion, to have been submitted in this manner will be void. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. By entering, all Entrants release the Sponsor, Administrator, MDR, and their respective parent, subsidiary and affiliated entities including, all of their respective shareholders, officers, directors, employees, agents, contractors, attorneys, successors and assigns (the “**Released Parties**”) from and against all claims and damages arising out of or in connection with each Entrant's participation and/or entry in the Sweepstakes and/or his/her receipt or use of the prize awarded in the Sweepstakes.

Sponsor is not responsible for problems downloading or uploading any Sweepstakes-related information to or from the website or for any other technical malfunctions of

electronic equipment, computer online systems, servers, or providers, computer hardware or software failures, phone lines, failure of any electronic mail entry to be received by Sponsor on account of technical problems, traffic, congestion on the internet or the web site, or any other technical problems related to web site entries including telecommunication miscommunication or failure, and failed, lost, delayed, incomplete, garbled or misdirected communications which may limit an Entrant's ability to participate in the Sweepstakes.

4. PRIZE/APPROXIMATE RETAIL VALUE ("ARV")/ODDS OF WINNING: \$600.00.

Each winner will receive the prize package he/she selected when completing the entry form.

Each of the four prize package options is described in detail on the sweepstakes site within the Prizes section and has a total approximate retail value (ARV) of \$600.

Shipping is covered as part of the prize package (prizes will not be shipped internationally).

LIMIT: One (1) prize per person.

Any prize winner with a prize value greater than \$600 will receive an IRS tax form 1099. will be issued in the winner's name if required by law. ALL PRIZES ARE AWARDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).

5. WINNER SELECTION: 5 winners will be selected by random drawing and announced on the sweepstakes website between now and the end of the sweepstakes period.

6. WINNER NOTIFICATION: The Sweepstakes winner will be notified via email or by phone by the Administrator requesting confirmation of the winner's name, age, employment status at an accredited K-12 school in the United States, and complete mailing address. The winner is subject to verification. Potential winner may, in Sponsor's discretion, also be required to complete, sign and return an Affidavit of Eligibility/Liability Release, and, where lawful, a Publicity Release and W-9 tax payer request for identification, within (5) calendar days of attempted notification. If a potential winner fails to respond to any notification attempt within (5) calendar days, or if any attempted notification or prize delivery is returned as undeliverable, or if a potential winner fails to complete and return any required affidavit or release within the specified time period, the potential winner may be disqualified and an alternate winner defined as all remaining entries received in the relevant drawing ("**Alternate Winner**"). Once eligibility has been verified and the Sponsor receives the prize winner's requested information, the Administrator will arrange to award the prize. Prize winner must reply with all required information in order to receive their prize.

7. PUBLICITY RELEASE/ASSIGNMENT OF RIGHTS: Entry constitutes permission for the Promotion Entities to use Entrant's entry materials, name, photograph, likeness, voice, biographical information, statements and complete address (collectively, the "**Attributes**"), for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter devised, in perpetuity, without further compensation or authorization, (except where prohibited by law), and releases the Promotion Entities from all claims arising out of the use of such Attributes.

All information regarding Entrants collected by Sponsor, Administrator, and/or their agents and contractors will be treated in accordance with their privacy policies. Please review Administrator's privacy policy at <https://mdreducation.com/privacy-policy/> and the Sponsor's privacy policy at <https://www.sanfordhealth.org/privacy-statement>. By entering the Sweepstakes, each Entrant agrees that information submitted in connection with the Sweepstakes may be used as permitted pursuant to the privacy policies, and otherwise in connection with the administration of the Sweepstakes.

8. DISQUALIFICATION: **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY PERSON OR PERSONS RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** Administrator reserves the right in its sole discretion to disqualify any individual who is found to have tampered with the entry process or the operation of the Sweepstakes, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to disparage, annoy, abuse, threaten or harass any other person. No incomplete, forged, software-generated or other automated multiple entries will be accepted. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

9. LIMITATION OF LIABILITY: None of the Released Parties shall be held responsible for, and Entrant hereby releases the Released Parties from any claims arising from or in any way relating to: (i) late, lost, delayed, illegible, damaged, corrupted or incomplete entries, incorrect or inaccurate capture of, damage to, or loss of entries or entry information or technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (ii) the unavailability or inaccessibility of any transmissions or telephone or Internet service;

(iii) unauthorized human intervention in any part of the entry process or the Sweepstakes; (iv) electronic or human error which may occur in the administration of the Sweepstakes or the processing of entries; (v) any injury or damage to persons or property, including but not limited to Entrant's computer, hardware or software, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes (vi) use of any prize and (vii) the drawing process including the outcome of the Sweepstakes.

By entering, each Entrant fully releases and agrees to hold each of the Released Parties harmless from and against any and all claims, liability, damages, and demands arising out of or relating to participation in the Sweepstakes, the Sweepstakes and Sweepstakes process and/or any use of the winner's name, likeness, voice and/or biographical information as permitted hereunder, including without limitation all claims, liabilities, damages, and demands based on any personal injury, property damages or loss or death. Entrants assume all liability for any injury or damage caused, or claimed to be caused, by participation in the Sweepstakes or the use of the microsite.

10. DISQUALIFICATION/FORCE MAJEURE: In the event (a) an insufficient number of Eligible Entries are received, (b) a virus, bugs, or entrant fraud or misconduct affect or corrupt the administration, integrity, security or proper operation of the Sweepstakes, (c) Sponsor deems necessary in order to comply with the terms of use or terms of service of any applicable social media platform or in connection with changes to such terms, or (d) Administrator is prevented from awarding the prize or continuing with the Sweepstakes as contemplated herein by any event beyond his control, including but not limited to, fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis (e.g. SARS), order of any court or jurisdiction, or other cause not reasonably within Administrator's control, then Administrator shall have the right to modify, suspend, or terminate the Sweepstakes. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select all eligible, non-suspect entries received as of the date of the event, giving rise to the termination. Inclusion in such selection process shall be each Entrant's sole and exclusive remedy under such circumstances. Only the type and quantity of prize described in these Official Rules will be awarded.

11. DISPUTES: Except where prohibited, Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the federal or state courts located in the State of Connecticut (and the parties consent to jurisdiction therein with respect to any legal

proceedings or disputes of any kind arising under or relating to these Official Rules), (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorneys' fees; and (3) unless otherwise prohibited, under no circumstances will Entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of Connecticut, without giving effect to any choice of law or conflict of law rules principles (whether of the State of Connecticut or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than State of Connecticut.

12. WINNERS LIST: To obtain the name of the winner(s), send a self-addressed stamped envelope to: **2019 fitCOMMIT Giveaway** Sweepstakes Winners, c/o MDR 6 Armstrong Road, Suite #301, Shelton, CT 06484 USA. All such requests must be received by July 12, 2019.

The use of any prize manufacturer, name or trademark in connection with any of the prizes is solely for the purpose of describing such prize and is not intended to suggest any affiliation or sponsorship.