

# OFFICIAL RULES

## NO PURCHASE NECESSARY

The following promotion is operated by Thrive Community Fitness (hereafter know as "Company") and is open to current legal residents – age 18 or older – of the United States and the District of Columbia only.

Void elsewhere and where prohibited. This promotion is governed by and is subject to all applicable United States federal, state and local laws.

ANY ENTRANT WHO IS UNDER 18 AND/OR A MINOR IS HIS/HER STATE OF RESIDENCE MUST HAVE PERMISSION OF PARENT OR LEGAL GUARDIAN TO ENTER.

Employees of Company, affiliates and subsidiaries, and advertising and promotion agencies directly involved in this promotion, and members of the immediate families or households of any of the foregoing, are NOT eligible to participate in this promotion.

## HOW TO ENTER

**To enter drawing, follow instructions below:**

Post your workout pic on facebook, Instagram or twitter and tag #wearethrive. Your image will display on our tagboard at [tagboard.com/wearethrive](http://tagboard.com/wearethrive). All images must be appropriate for all ages or will be reported as inappropriate and removed immediately. Limit one (1) entry per person per day. In the event of a dispute regarding the identity of any entrant, the entry in question will be deemed to have been submitted by the authorized account holder of the e-mail address associated with the social media account. (i.e., the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address). Entries must be received by January 20th, 2014 23:59 PST.

Company is not responsible for incomplete, lost, late, damaged, illegible, delayed, corrupted, non-delivered or misdirected entries or e-mail, or for any technical problems, malfunctions of any telephone lines, computer systems, servers, providers, hardware or software, lost or unavailable network connections, incorrect or inaccurate capture of entry information or loss of entry information, failed, incomplete, garbled or delayed computer transmissions, or any other human or technical errors of any kind, or any combination of any of the foregoing. Company assumes no responsibility for undeliverable e-mails resulting from any form of active or passive e-mail filtering by a user's Internet service provider and/or e-mail client or for insufficient space in user's e-mail account to receive e-mail. Company is not responsible for any liability for damage to any computer system resulting from

participation in or accessing or downloading information in connection with this promotion. Company reserves the right at its sole discretion to disqualify any individual who tampers with the entry process. Company reserves the right, in its sole discretion, to cancel, modify or suspend this promotion should a virus, bugs, entrant fraud or misconduct, or other causes beyond the control of the Company, in Company's determination, corrupt the administration, integrity, security or proper operation of the promotion. In the event of termination of the promotion, a notice will be posted on-line and a random drawing to award the prize will be conducted from among all eligible entries received prior to the time of termination. Entry times will be determined using Company's computer, which will be the official clock for the promotion.

No automatic, programmed, robotic or similar means of entry are permitted, and individuals engaging in such practices will be disqualified. Incomplete entry forms will be disqualified.

## **ODDS OF WINNING**

Odds of winning will depend on the total number of eligible entries received.

## **PRIZE**

The prize consist an iPad mini. The approximate retail value of the prize is \$350.00. All prize details will be determined by Company in its discretion. Prizes may vary, in color, size and other respects, from items shown on website. All expenses and costs associated with the acceptance or use of the prize are the responsibility of the winner.

If winner is an eligible minor, prize will be awarded in the name of his/her parent or legal guardian.

Company may, at its sole discretion and for any reason, substitute a prize of equal or greater value, including a cash award.

Winner is solely responsible for all applicable Federal, State and local taxes on the prize. An IRS form 1099 will be issued if required by law. No substitution, cash redemption or transfer of right to receive prize is permitted, except in the discretion of Company. To receive prize, winner (and/or his/her parent or legal guardian if the winner is below the age of 18) must execute an affidavit of eligibility and release of liability within 10 days of notification, if required by Company. Noncompliance or return of any form as undeliverable will result in disqualification and selection of an alternate winner.

## **DRAWING METHODOLOGY AND WINNER NOTIFICATION**

Winner will be selected by a random drawing held within 5 days of the conclusion of the entry period set forth herein from among all eligible entries received. The

drawing will be conducted by or under the supervision of Company, whose decisions will be final in all matters concerning the promotion.

Winner is subject to verification. Winner will be notified by e-mail within fourteen (14) days after the drawing. If winner cannot be contacted or does not respond within five (5) days of being contacted, if any prize is returned as undeliverable, or in the event a potential winner does not accept the prize or fails to comply with these rules and requirements, the prize will be forfeited. Upon prize forfeiture, no compensation will be given. GENERAL TERMS

By entering, entrants agree to release and hold Company, its parent company, affiliates, subsidiaries, distributors and agents, and each of their directors, officers, employees and assigns, harmless from and against any and all claims and liability arising out of participation in the promotion or use of prize. Winner assumes all liability for any injury or damage caused, or claimed to be caused, by participation in this promotion or use or redemption of any prize. Acceptance of prize constitutes permission for the Company and its parent companies, affiliates, subsidiaries, agents and licensees to use winner's name and/or likeness for purposes of advertising and trade without further compensation, unless prohibited by law. All entries become the sole property of Company and will not be returned. By participating in this promotion, entrants agree to be bound by the Official Rules and the decisions of Company and the judges, which are final and binding in all respects. Company is not responsible for any typographical or other error in the printing of the offer, administration of the promotion or in the announcement of any prize. In no event will more than the stated number of prizes be awarded.

## **COMPANY**

Thrive Community Fitness  
70 East Sunset Way, #180  
Issaquah, WA 98027

## **WINNER'S LIST**

For the name of the winner send a stamped self-addressed envelope to:

Thrive Community Fitness  
"We Are Thrive iPad mini winner"  
70 East Sunset Way, #180  
Issaquah, WA 98027

Be sure to include with any request for a winner list the name of the promotion.