

## **Check In and Win Official Contest Rules**

**NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN.  
A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR  
CHANCES OF WINNING.**

The below promotion is sponsored by TAG Business Strategies, PO BOX 2540, Windermere, FL 34786 (the "Sponsor").

- 1. Eligibility:** Check-in and Win (the "Promotion") is open to all persons who are legal residents of California, Florida, Georgia, Indiana, Massachusetts, New Jersey, New York, North Carolina, Nevada, South Carolina, Texas, Virginia, Washington, Wisconsin, Wyoming and who are at least twenty-one (21) years old at the time of entry ("Entrants"). Employees of the Sponsor, and of participating Gold's Gym franchises (each, a "Franchise," and together, the "Franchises"), and their respective parent and affiliated entities, suppliers, and the immediate families (spouse, parents, siblings, and children) and household members of each of such employees (whether or not related) are not eligible to enter or win. The Promotion is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Entrants are eligible to win a prize in any Promotion conducted by the Sponsor on behalf of one or more Franchises only once every six (6) months. Only one (1) winner per household is permitted in any such Sponsor-conducted promotion.
- 2. Agreement to Official Rules:** By participating in the Promotion, Entrants agree to abide by and be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all matters relating to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 3. Location:** Gold's Gym of Mooresville, an independent franchise (the "Location").
- 4. Timing:** The Promotion begins on November 15, 2015 at 12:01am Eastern Daylight Time ("EDT") and ends on February 13, 2016 at 11:59pm EDT (the "Promotion Period"), a period of 90 days. The Sponsor's database computer is the official time-keeping device for the Sweepstakes.
- 5. How to Enter:** During the Promotion Period, you should first "Like" the Facebook page of the Location. After that, visit the Location, and stop at the paper check-in station. Follow the instructions provided at the station to "Check In." After you Check In at the Location, complete the process by "Checking In" on the Location's Facebook page. After your Facebook Check In, you will then automatically be entered into the Drawing. Continue to Check In on the Location's Facebook page a minimum of 20 times during the Promotion Period on your subsequent visits to the Location. **See Paragraph 9 below for information about verification of the required number of Facebook Check Ins.**
- 6. Limit:** Each Entrant may enter the Promotion only one (1) time, by the Entrant's initial Check In at the Location using the paper form provided, in the manner set forth in more detail in Paragraph 5 above. Any attempt by an Entrant to obtain more than one entry by using multiple/different email addresses, Facebook accounts, identities,

registrations, and/or logins, or any other method will void that Entrant's entries, and that Entrant will be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. The Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration or entry, the "authorized account holder" of the email address used to register will be deemed to be the Entrant. For purposes of this Promotion, "authorized account holder" means the natural person assigned an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof that they are authorized account holders.

**7. Alternate Method of Entry ("AMOE"):** To enter by mail, during the Promotion Period, send a 3"x5" piece of paper including your name, address (P.O. Boxes not permitted), day/evening phone number, email address, and date of birth, and mail it, in a business size #10 envelope (including proper postage) to: TAG Business Strategies, Send Me to Hawaii Promotion, PO BOX 2540, Windermere, FL 34786. All mailed entries must be complete, legible, postmarked by February 13, 2016 and received by March 1, 2016. Limit: One (1) entry per AMOE Entrant. All entries become the exclusive property of the Sponsor, and none will be acknowledged or returned. Proof of sending will not be deemed to be proof of receipt by the Sponsor. The Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected, or postage-due mailed entries, each of which will be disqualified. Entrants may not enter by using both the AMOE method and the method set forth in this Section 7. If an Entrant uses both methods, in violation of these Rules, he/she will be disqualified from participating in the Promotion.

**8. Selection of Prize Winner:** The Prize winner will be selected in a random drawing (the "Drawing") from among all eligible entries from the Location and the locations of all participating Franchises received by the Sponsor, whose decisions are final and binding. The Drawing will be held on or about March 15, 2016.

**9. Verification of Potential Winner(s):** **THE POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY THE SPONSOR THAT HE/SHE HAS MADE A MINIMUM OF 35 CHECK INS ON THE FACEBOOK PAGE OF THE LOCATION. THE SPONSOR'S DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT WILL NOT BE CONSIDERED A WINNER OF THE PRIZE UNLESS AND UNTIL THAT ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND HE/SHE HAS BEEN NOTIFIED BY THE SPONSOR THAT THE VERIFICATION PROCESS HAS BEEN SUCCESSFULLY COMPLETED. THE POTENTIAL WINNER WILL BE REQUIRED TO MAKE HIS/HER FACEBOOK ACCOUNT AVAILABLE VIA HIS/HER SMARTPHONE OR COMPUTER TO A THE SPONSOR REPRESENTATIVE, AT A MUTUALLY AGREED-TO LOCATION, FOR VERIFICATION PURPOSES. THE SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF CHECK-INS IN LIEU OF ITS VALIDATION PROCESS VIA FACEBOOK.** Verification will take place within 30 days after the Drawing takes place.

**10. Compliance.** The potential winner of the Prize will be notified via email, and will be required to sign and return a Declaration of Compliance, Liability, and Publicity Release, which must be received by the Sponsor within seven (7) days after the date the notice or attempted notice is sent to the potential winner, in order to claim his/her prize. If the Sponsor is unable to contact the potential winner of the Prize, **OR** if such potential winner fails to sign and return the Declaration of Compliance, Liability, and Publicity Release within the required time period, **OR** if the Prize is returned as undeliverable, the potential winner will automatically forfeit the Prize. In the event that a potential winner of the Prize is disqualified for any reason, the Sponsor will award the Prize to an alternate winner by random drawing from among all remaining eligible entries, after which the same verification process will occur. There will be a maximum of three (3) alternate drawings, after which the Prize will remain un-awarded and the Promotion will officially end.

**11. Grand Prize:**

ONE (1) GRAND PRIZE: The prize in the Promotion is a “Send Me To Hawaii” trip for two package (the “Prize”). The package will include round trip coach class airfare for two (2) people from a major area airport near the Location (carrier and airport selected at the discretion of the Sponsor) to Honolulu, Hawaii; and five (5) nights’ hotel accommodations (one room, standard double occupancy at a hotel selected at the Sponsor’s sole discretion, room and tax only). Approximate Retail Value (“ARV”) of the Prize is \$4,750. Actual ARV may vary depending upon airfare and hotel prices in effect at time of travel and booking. Odds of winning the Prize depend on the aggregate number of eligible entries received during the Promotion Period at the Location and at all other locations of participating Franchises.

Certain travel restrictions and blackout periods may apply. Travel arrangements must be made through the Sponsor or its designee within six (6) months after the Prize is awarded. Travel must occur within one (1) year after the Prize is awarded. The Prize is subject to availability. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to ground transportation, resort fees, personal charges at the hotel, telecommunication charges, food, taxes, or other expenses or incidentals are the responsibility solely of winner. Winner's companion must be twenty-one (21) years old as of the date of departure and must travel on the same itinerary as the winner. Airline regulations apply. The winner may be required to present a valid credit card upon hotel check-in to cover any incidental expenses incurred during the winner’s stay. The winner and guest(s) must sign a Publicity, Liability Waiver, and Travel Release form within ten (10) days of the date of notice or attempted notice is sent. **Note: The Prize winner will be required to complete and submit an IRS Form W-9 with the winner’s full Social Security Number or the equivalent for receipt of the Prize.** All prizes are non-transferable, and no substitution will be made except as provided herein at the Sponsor’s sole discretion. The Sponsor reserves the right to substitute a prize, or a component thereof, for one of equal or greater value if the designated prize should become unavailable for any reason. Neither the Sponsor nor any Franchise will replace any lost, mutilated, or stolen tickets, travel vouchers or certificates.

**12. Release:**

By receipt of the Prize, the winner agrees to release and hold harmless the Sponsor and each participating Franchise, Facebook, and each of their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, each of their respective parent companies, and each such company's officers, directors, employees, and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion, or receipt or use or misuse of the Prize.

**13. Publicity:**

Except where prohibited, participation in the Promotion constitutes winner's consent to the Sponsor, the Franchise, and their respective agents' for use of winner's name, likeness, photograph, voice, opinions, and/or hometown and state for promotional purposes in all media, worldwide, without further payment or consideration.

**14. General Conditions:**

The Sponsor reserves the right to cancel, suspend and/or modify the Promotion drawing, or any part of it, if any fraud, technical failures, or any other factor beyond the Sponsor's reasonable control impairs the integrity or proper functioning of the Promotion, as determined by the Sponsor in its sole discretion. In such event, the Sponsor reserves the right to award the Prize at random from among the eligible entries received up to the time of the impairment. The Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision.

**15. Limitation of Liability:**

IN NO EVENT WILL RELEASED PARTIES, OR ANY OF THEM, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS PROMOTION OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE. By participating, Entrant releases and agrees to hold harmless the Released Parties from any and all liability for any injuries, death or losses or damages to persons or property AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Promotion or its

related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of the Prize. The Prize winner also acknowledges that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prize.

None of the Released Parties is responsible for: (1) any incorrect or inaccurate information, whether caused by Entrants, printing errors, or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; or (4) technical or human error that may occur in the administration of the Promotion or the processing of entries. If for any reason an Entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, that Entrant's sole remedy is another entry in the Promotion, if possible.

Further, none of the Released Parties is responsible if any part of the Prize cannot be awarded due to acts of God, acts of war, natural disasters, weather, acts of terrorism, or other factors beyond the Released Parties' control.

## **16. Disputes:**

By entering the Promotion, Entrants agree that (1) any and all disputes, claims, and causes of action arising out of or connected with the Promotion, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in Orlando, FL; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Promotion, but in no event attorneys' fees; and (3) under no circumstances will any Entrant be permitted to obtain any award for, and Entrant hereby waives all rights to claim punitive, incidental, or consequential damages, and any and all rights to have damages multiplied or otherwise increased 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, shall be governed by, and construed in accordance with the laws of the State of Florida without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the state of Florida. 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 that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The value of the prizes set forth above represents the Sponsor's good faith determinations of the ARV thereof and such determinations are final and binding and cannot be appealed.

## **17. Entrant's Personal Information:**

Information collected from Entrants is subject to the privacy policy of the Sponsor <http://tagdigitalmarketing.com/privacy-policy/>. If you would like your name removed from the mailing list of the Sponsor, please email us at [unsubscribe@tbsworks.com](mailto:unsubscribe@tbsworks.com) and your name will be removed within sixty (60) days of the request. Each Entrant is providing his/her personal information to the Sponsor and not to Facebook.

**18. Winner's List Request:**

To request confirmation of the name, city, and state of residence of the Prize winner, please send a self-addressed, stamped business size envelope, by February 13, 2016 to: TAG Business Strategies, "Check-in and Win" Promotion Winners List Request, PO BOX 2540, Windermere, FL 34786.

*This Promotion is in no way sponsored, endorsed or administered by, or associated with, either Gold's Gym International, Inc. or Facebook, or any of their respective affiliates.*

*"Liking" the Facebook Page of the Location does not constitute an entry into the Promotion. Any questions, comments or complaints regarding this Promotion should be sent via mail to the Sponsor at the above address.*