

# The 2012 Gold's Gym Know Your Own Strength Challenge

## Official Rules

**1. Sponsor:** The "2012 Gold's Gym Know Your Own Strength Challenge" (the "National Contest") is sponsored by Gold's Gym International, Inc. ("Gold's Gym" or "Sponsor"), 125 E. John Carpenter FWY, Suite 1300, Irving, TX 75062. No purchase is necessary to enter the National Contest. All federal, state, provincial and local laws apply. Void in Quebec and where prohibited by law.

**2. How to Enter:** Participation in the National Contest requires participation in participating Gold's Gym Franchisees' ("Local Franchisee(s)") local gym ("Local Gym(s)") challenges ("Local Contest(s)"). **IT IS RECOMMENDED, AS WITH ANY WEIGHT LOSS PROGRAM, THAT YOU CONSULT A PHYSICIAN BEFORE PARTICIPATING.** Subject to these official rules, all category winners in each Local Contest will automatically be eligible to participate in the National Contest. The Local Contests each run for twelve (12) weeks between January 1, 2012 and May 1, 2012 ("Local Promotion Period(s)"). Participating local Gold's Gyms will post their individual 12 week Local Promotion Period. Local Franchisees have the option of creating their own requirements for participation. Check your local gym for more details and the terms and conditions of entry and judging. After you have been selected as a Category Winner (as defined below) in a Local Contest you must submit an essay that is no less than 100 words and no more than 250 words describing your transformation story which should include why/how you were motivated/inspired to take the Gold's Gym Know Your Own Strength Challenge ("Essay"). The Essay, the percentage of overall body weight loss and "before" and "after" pictures taken by the Local Gym for each individual Category winner in each Local Contest will be deemed an "Entry(ies)". Local Franchisees are solely responsible for submitting Entries. Entries become the property of Sponsor, will not be acknowledged and will not be returned.

**3. National Promotion Period:** The 2012 Gold's Gym Know Your Own Strength Challenge National Contest ("National Contest") starts May 13, 2012 and ends May 30, 2012 (the "National Promotion Period").

**4. Eligibility:** You must be a legal resident of the 50 United States (including the District of Columbia), Canada (excluding the province of Quebec) and 18 years or older at time of entry to be eligible to enter. Employees of Gold's Gym International, Inc. and Gold Gym Franchisees and any advertising agencies, or promotional suppliers or persons involved in any part of the administration and execution of the Local Contests or National Contest (collectively known as "Contest Entities") [and immediate family members (spouses and parents, children and siblings regardless of where they live) or members of the same households (whether related or not) of any such employees are not eligible to enter.

**5. Categories of Competition:** All entrants will compete in one of the following categories: Females: 18-29; 30-39; 40-49; 50-59 and 60+ and Males: 18-29; 30-39; 40-49; 50-59 and 60+. (the "Category(ies)").

**6. Judging:** The 10 individual winners in each Local Contest in each Category, as determined by each Local Franchisee, will compete as the Local Gym's Team. The individuals comprising each Local Gym Team will then compete on a national level in each Category against all other local winners in the same Category and the scores from each individual member of the team will then be combined to rank the Local Teams overall scores.

Individual Judging: There will be 2 rounds of Judging on the individual level in the National Contest:

Round One: All local entrants will be judged by a panel of judges selected by the Sponsor based upon their individual overall percentage of body weight loss (20%); overall percentage of body fat loss (29%); and visual fitness, as evidenced in their "before" and "after" pictures (51%). The top fifteen (15) finalists in each Category ("Finalists") will move on to Round Two. In the event of a tie, the tying contestants will be re-judged based upon visual fitness, as evidenced in their "before" and "after" pictures.

Round Two: The Finalists will then be judged by a panel of judges selected by the Sponsor based upon their individual overall percentage of body weight loss (12%); overall percentage of body fat loss (12%); visual fitness as evidenced in their "before" and "after" pictures (38%); and Essay (38%). The Essay will be judged based upon the following criteria: Sincerity (33%); Ability to Inspire (34%); and Passion (33%). Each Contestant will receive a score based on all the criteria for judging.

The top scoring individual in each of the ten (10) Categories will become First Prize Winners. The top scoring individuals overall, one male and one female, will become the Grand Prize Winners. In the event of a tie in any category or level, the tying contestants will be re-judged based upon visual fitness, as evidenced in their "before" and "after" pictures. In the event of a second tie, the tying contestants will be re-judged based upon their Essays.

Team Judging: Each individual from the Local Teams will receive a score based upon the judging on the Individual level. The Local Team rankings will be determined by the aggregate scores received from each individual member of the Local Team and the Local Team with the highest aggregate score will be deemed the Best in Class Team. In the event of a tie, the Local Team with the largest aggregate individuals' percentage of body weight loss will be determined the Best in Class Team. In the event of a second tie, the Local Team with the largest aggregate individuals' percentage of body fat loss will be determined the Best in Class Team.

**6. Prizes:** The ten (1) First Prize Winners will each receive US\$6,500. The Best in Class Team Prize is US\$10,000 to be divided equally among each of the team members (which may vary depending on the number of individuals on a Local Gym Team. The total prize value is US\$75,000. All federal, state, provincial and local taxes and duties are the sole responsibility of the winners. Sponsor will file an IRS Form 1099 in the name of any U.S. winners for the value of the prize awarded.

**7. Winner Notification:** All winners will be determined on or about June 15, 2012 and will be notified by phone, email or mail and will be required to complete and execute an affidavit of eligibility and release including Social Security/Social Insurance number ("Affidavit") in order to receive his or her prize. If any Winner fails to return the properly signed affidavit and releases or other prize documentation within 7 days, chooses to decline a prize for any reason, or fails to comply with any other requirements, the prize will be forfeited and awarded to the runner-up. Noncompliance with these Official Rules, return of any prize/prize notification as undeliverable, or inability of Sponsor to contact a winner will result in disqualification and the runner-up will be notified.

**8. License:** By participating each contestant represents and warrants that his/her Essay is original, truthful and does not infringe any third party rights and grants Sponsor a perpetual, fully-paid, irrevocable, non-exclusive license to reproduce, prepare derivative works of, distribute, display, exhibit, transmit, broadcast, digitize, otherwise use, and permit others to use and exhibit throughout the world his/her Entry in any manner, form, or format now or hereinafter created, including on the internet, and for any

purpose, including, but not limited to, advertising or promotion of Sponsor and Sponsor's goods or all without further consent from or payment to you or any other third parties.

**9. Conditions.** By participating, you agree to be bound by these Official Rules and to the decisions of the Sponsor and judges whose decisions are final and binding. Participation in National Contest and acceptance of prize constitutes the winner's permission for Sponsor to use his or her name, address (city and state), likeness, photograph, picture (including "before" and "after" photos), voice, biographical information, Essay and/or any statements made by the winner regarding the National Contest or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. By participating, contestants agree on their behalf, and on behalf of their respective heirs, executors, administrators, legal representatives, successors and assigns to release and hold harmless Sponsor, its advertising and promotion agencies and their respective parent companies, subsidiaries, affiliates, licensees, partners, licensees, representatives, agents, successors, assigns, employees, officers and directors, from any and all liability, for loss, harm, damage, injury, lost profits, indirect or direct damages, consequential damages, incidental damages, punitive or exemplary damages, judgments, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with participation in National Contest, or possession, acceptance and/or use or misuse of prize or participation in any National Contest-related activity and for any claims based on publicity rights, defamation or invasion of privacy and prize delivery. Sponsor is not responsible if any prize cannot be awarded due to delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism. If entrant does not comply with these Official Rules, or attempts to interfere with this National Contest in any way, she will be disqualified.

**10. Additional Terms.** In case of dispute as to the composition of any Local Team, Sponsor reserves the right to disqualify the entire Local Team or an individual member of that Local Team. Sponsor, its affiliates, partners and promotion and advertising agencies are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the National Contest. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this National Contest should (in its sole discretion) fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the National Contest. In such case, Sponsor may, at its discretion, select the winner(s) from all eligible entries received unaffected by the problem. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the operation of the National Contest. Any and all legal actions or claims arising in connection with this National Contest or these Official Rules ("Claim") will be governed by, and construed in accordance with, the laws of the State of Texas, United States of America, without giving effect to any choice of law or conflict of law rules and must be brought in a court of competent jurisdiction within the United States or, for Canadian residents with any statutory claims, in a court of competent jurisdiction within Canada. Any and all disputes, claims, and causes of action arising out of or in connection with this National Contest, shall be resolved individually, without resort to any form of class action. ENTRANTS WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS MEMBERS OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM. OR IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR OTHER PERSONS SIMILARLY SITUATED. ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS NATIONAL CONTEST. ENTRANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEY'S/LEGAL FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE. CAUTION: ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE NATIONAL CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM THE PERPETRATOR TO THE FULLEST EXTENT PERMITTED BY LAW.

**9. Use of Data.** By participating in the National Contest, entrant hereby agree to Sponsor's collection and usage of entrant's personal information and acknowledges that entrant has read and accepted Sponsor's privacy policy located at <http://www.goldsgym.com/privacy/>.

**10. List of Winners:** For the names of the winners, available after June 30, 2012, send a self-addressed, stamped envelope (VT and Canadian residents can omit stamp) to The 2012 Gold's Gym Know Your Own Strength Challenge, PO Box 1536, Santa Monica, CA 90406. Requests must be received by July 30, 2012.