



## The Challenged Athletes Foundation® Sweepstakes OFFICIAL TERMS AND CONDITIONS

NO PURCHASE, PAYMENT OR DONATION OF ANY KIND IS NECESSARY TO ENTER OR WIN.  
A PURCHASE, PAYMENT, OR DONATION WILL NOT INCREASE YOUR CHANCES OF WINNING.

ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ENTRIES RECEIVED. THIS SWEEPSTAKES IS VOID WHERE PROHIBITED BY LAW. AFFIDAVIT OF ELIGIBILITY, RELEASE OF LIABILITY AND/OR PRIZE ACCEPTANCE AGREEMENT MAY BE SEPARATELY REQUIRED. ONLINE REGISTRATION AND INTERNET CONNECTION MAY BE REQUIRED. ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND PARTICIPANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

BY ENTERING OR OTHERWISE PARTICIPATING IN THE SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES (“RULES”), WHICH ARE A CONTRACT, SO READ THEM CAREFULLY. WITHOUT LIMITATION, THIS CONTRACT INCLUDES GRANTS OF RIGHTS AND INDEMNITIES TO THE SWEEPSTAKES ENTITIES FROM YOU, MANDATORY ARBITRATION OF DISPUTES AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. **Sponsor:** The sponsor of The Challenged Athletes Foundation® Sweepstakes (the “Sweepstakes”) is Challenged Athletes, Inc. (d/b/a “Challenged Athletes Foundation”), a California non-profit corporation with a principal address at 9591 Waples Street, San Diego, California 92121 (“Sponsor”). Sponsor has partnered with EōS Fitness, who is donating the Prizes for the Sweepstakes. EōS Fitness is not a Sponsor of the Sweepstakes.
2. **Eligibility:** This Sweepstakes is only open to those eligible participants who properly enter the Sweepstakes as described herein, and who are **18 or older** as of the date of entry. The Sweepstakes is only open to legal residents of the District of Columbia and the Fifty (50) United States. Participants are *not* required to be an active member of EōS Fitness. Employees, directors and officers of Sponsor, its respective affiliates, subsidiaries, advertising and promotion agencies, suppliers, co-promotion partners and any other Sweepstakes prize suppliers (including EōS Fitness) (collectively “Sweepstakes Entities”), and their immediate family members and all others residing in the same household of such Sweepstakes Entities may make donations to Sponsor, but are *not* eligible to win any Prizes in the Sweepstakes. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations, and void where prohibited.
3. **Agreement to Rules:** By participating in the Sweepstakes, participants agree to be fully and unconditionally bound by these Rules, and participants represent and warrant that they meet the eligibility requirements set forth herein. In addition, participants agree to accept the decisions of Sponsor, and which shall be final and binding in all respects relating to the Sweepstakes. Failure to strictly follow the Rules may result in disqualification from the Sweepstakes and/or forfeiture of any prize(s) received.
4. **How to Enter:** Eligible participants may enter the Sweepstakes in one of three ways:
  - a. **Make a Donation through Sponsor’s Sweepstakes Donation Form.** To help Sponsor fulfill its mission of providing opportunities and support to people with physical challenges, make a donation of five dollars (\$5.00) or more to Sponsor between September 1 and September 30, 2021 using the Sweepstakes donation form which can be found at [www.challengedathletes.org/eosfitness](http://www.challengedathletes.org/eosfitness). Eligible participants will receive one (1) entry for every five dollar (\$5.00) donation increment (e.g., \$10.00 donation = 2 entries, \$15.00 donation = 3 entries, etc.). Any participant donating one hundred dollars (\$100.00) or more will receive an EōS Fitness VIP Pack which includes a three (3) month complimentary membership to EōS Fitness and EōS Fitness gift bag.
  - b. **Make a Donation through EōS Fitness’ In-Club Point of Sale.** To help Sponsor fulfill its mission of providing opportunities and support to people with physical challenges, make a donation of five dollars (\$5.00) or more to Sponsor between September 1 and September 30, 2021 at any participating EōS Fitness gym location through their front desk point of sale. EōS Fitness staff will provide instructions on how to enter the Sweepstakes and process donations to Sponsor. Eligible participants will receive one (1) entry for every five dollar (\$5.00) donation increment (e.g., \$10.00 donation = 2 entries, \$15.00 donation = 3 entries, etc.).



- c. **Free Alternative Method of Entry.** To enter without making a donation, visit <http://support.challengedathletes.org/EoSAlt> (“Alternative Entry Form Site”) and follow the instructions that will allow you to enter the Sweepstakes. Complete the Alternative Entry Form that requires you to provide such things as first name, last name, email address, legal mailing address and age. You will then automatically receive one (1) entry into the Sweepstakes, and be included in a chance to win prizes as described in these Rules. There is no limit to the number of free entries made by a participant.

Sweepstakes entry period officially begins at 12:00 a.m. PT on September 1, 2021 and ends at 11:59 p.m. PT on September 30, 2021. **All entries must be received by Sponsor by 11:59 p.m. PT on September 30, 2021 (according to Sponsor’s own computer system) to be considered eligible.**

Each entry must fulfill all Sweepstakes requirements, as specified, to be eligible to win a prize. Multiple participants may not share the same email address. Using multiple email addresses, identities, address, logins, devices, or any other tactics used in an effort to receive an unfair advantage in the Sweepstakes, is strictly prohibited and will void all entries for that participant. Entries that are incomplete, illegible, corrupted, damaged, destroyed, false, forged, lost, late, misdirected, deceptive, or do otherwise not adhere to the Rules may be disqualified at the sole discretion of Sponsor. Any entries connected to an invalid, non-working, or inactive email address, or linked to an authorized account holder other than participant, are void and ineligible to win. Any entries submitted by participants determined to be using fraudulent entry methods or other attempts to circumvent the Rules will be disqualified and/or forfeit any prize(s).

5. **Prizes:** All eligible Sweepstakes entries will qualify for a chance to win the following (collectively, “Prizes”):
- (1) Seat at CAF EoS Fitness Tour de Cove Cycle Event on 10/24/2021 in San Diego, CA; \$300 Southwest Airlines Gift Card; \$300 Marriott Gift Card; Schwinn IC Classic Cycling Bike (\$3,100 total approximate value);
  - (7) Ultimate EoS Package: 1 Year EoS Fitness Membership; 7 Months of Personal Training (\$1,500 total approximate value);
  - (7) Schwinn IC Classic Cycling Bike (\$2,000 total approximate value);
  - (7) Super Supplement Package: 90 Day betr health Program; N2G #SUPPBRO Full Product Line (\$1225 total approximate value);
  - (7) Total Fitness Package: MyZone Switch, At-Home Fitness Kit; EoS Gym Bag; Hyperice Relax Roll (\$340 total approximate value);
  - (7) CAF Gear Bag: CAF XTERRA Transition Backpack; CAF Water Bottle, Hat and Socks (\$350 total approximate value);
  - (7) Premium Nike x CAF Apparel: CAF Nike 1/4 zip (\$150 total approximate value); and
  - EoS Fitness VIP Pack For Donations of \$100 or More: Any participant donating one hundred dollars (\$100.00) or more will receive an EoS Fitness VIP Pack which includes a three (3) month complimentary membership to EoS Fitness and EoS Fitness gift bag.

Winners will be notified via the email they provide, and will receive their Prizes by email, mail, or as otherwise instructed by Sponsor (or EoS Fitness, who is donating the Prizes). Actual/appraised value may differ at time the Prizes are awarded. The specifics of the Prizes shall be solely determined by the Sponsor. No cash or other Prize substitution is permitted unless otherwise described above, and except at Sponsor’s sole discretion. All Prizes are nontransferable and cannot be resold or exchanged for cash if a non-cash Prize. Any and all Prize related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of each winner. The winner(s) may be required to provide Sponsor with a valid social security number or tax identification number before the Prizes will be awarded for tax reporting purposes. An IRS Form 1099, or similar tax form, may be issued in the name of winner(s), for the actual value of the Prizes received. Any unclaimed Prizes will be forfeited. A Prize, if legitimately claimed, will be awarded, but Sponsor is not responsible for and will not replace any lost, mutilated or stolen Prizes. If the winner does not accept or



use the entire Prize, the unaccepted or unused part of the Prize will be forfeited and Sponsor will have no further obligation with respect to that Prize or portion of the Prize. Acceptance of Prize constitutes permission for Sponsor to use winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

6. **Odds:** The odds of winning depend on the number of eligible entries received. Each eligible entry received as described above has an equal chance of winning.
7. **Winner Selection and Notification:** Winners of the Sweepstakes will be selected in a random drawing under the supervision of the Sponsor. Winners will be notified via email to the email address they used to enter the Sweepstakes within five (5) days following the winner selection. Sponsor shall have no liability for a winner's failure to receive notices due to winner's spam, junk e-mail or other security settings or for winner's provision of incorrect or otherwise non-functioning contact information. If the selected winner cannot be contacted, is ineligible, fails to claim the prize within fifteen (15) days from the time award notification was sent, or fails to timely return a completed and executed declaration and releases as required, prize may be forfeited and an alternate winner selected. The receipt by a winner of any prize offered in this Sweepstakes is conditioned upon compliance with any and all federal and state laws and regulations. ANY VIOLATION OF THESE RULES BY ANY WINNER (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS A WINNER OF THE SWEEPSTAKES AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.
8. **Rights Granted By Participants:** By entering this Sweepstakes, participants understand that the Sweepstakes Entities, anyone acting on their behalf, and their respective licensees, successors and assigns, will have the irrevocable right, where permitted by law, without any further notice, review or consent, to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the world, participant's entry, including, without limitation, the entry and winner's name, portrait, picture, voice, likeness, image or statements about the Sweepstakes, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation. By entering the Sweepstakes participants agree to receive email newsletters/communications periodically from Sponsor and/or EoS Fitness. Participants may opt-out of receiving these communications at any time by clicking the unsubscribe link in the newsletter/communication.
9. **Suspension / Modification / Termination:** Sponsor reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Sweepstakes should (in its sole discretion) a virus, bug, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. In such case, Sponsor may select the winners from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Sweepstakes or website or violates these Rules. Sponsor has the right, in its sole discretion, to maintain the integrity of the Sweepstakes, to void votes for any reason, including, but not limited to, multiple entries from the same user from different IP addresses, multiple entries from the same computer in excess of that allowed by sweepstakes rules, or the use of bots, macros or scripts or other technical means for entering. Any attempt by an participant to deliberately damage any web site or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law.
10. **Third-Party Apps or Websites:** Where a Sweepstakes involves access to, or use of, a third party app or website, including any such apps or websites owned and/or controlled by EoS Fitness (collectively, "Third Party Website"), entrant understands and agrees that: (a) Sponsor has no control over the Third Party Website whatsoever; (b) participant is solely and fully responsible for his dealings with the Third Party Website and is alone responsible for making whatever investigation he or she feels is needed or useful before commencement of dealings, and taking all precautions deemed necessary to protect himself or herself from viruses, worms, Trojan horses, malware and other harmful or destructive materials potentially residing on the Third Party Website; and (c) Sponsor disclaims all responsibility for any harm resulting from entrant's access to or use of a Third Party Website. Sponsor further assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, unauthorized access to or alteration of entries, or any problem or technical malfunctions of any telephone network or line, computer online systems, servers, or providers, computer equipment, software, failure of any online Sweepstakes entry to be received on account of technical problems or traffic congestion on the Internet or at any website (including a Third Party Website), or any combination thereof, which may limit an entrant's ability to participate in the Sweepstakes.



- 11. Donations - Non-Refundable / Tax Receipt:** Any and all donations made to Sponsor are non-refundable and Sponsor will send donor a tax receipt based on amount donated.
- 12. Limitation of Liability:** By entering the Sweepstakes, participants agree to release and hold harmless Sweepstakes Entities and their subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such participant's involvement and participation in the Sweepstakes (including, but not limited to, any risks that may be presented through Covid-19 or similar bacteria or virus, relating thereto) and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or internet service; (iv) unauthorized human intervention in any part of the entry process or the Sweepstakes; (v) electronic or human error which may occur in the administration of the Sweepstakes or the processing of entries. Participants further understand and agree that all rights under Section 1542 of the Civil Code of California ("Section 1542") and any similar law of any state or territory of the United States, that may be applicable with respect to the foregoing release are hereby expressly and forever waived. Participants acknowledge that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

BY ENTERING THE SWEEPSTAKES, PARTICIPANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED FIVE DOLLARS (\$5.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (2) UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND PARTICIPANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED FIVE DOLLARS (\$5.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (3) PARTICIPANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND PARTICIPANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

- 13. Disputes:** THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND CALIFORNIA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Sweepstakes, participants agree that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Sweepstakes, shall be resolved by mandatory, binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") as supplemented by AAA's Supplementary Procedures for Consumer-Related Disputes. The arbitration shall be conducted in San Diego, California, and the Federal Arbitration Act, and not any state law concerning arbitration, shall apply. The arbitration award shall be final and exclusive, and the prevailing party in the arbitration may file an action in court to confirm and to enforce the arbitration award. Any such action, or any claim, cause of action or proceeding not subject to arbitration as set forth in this Section, shall be filed and adjudicated in a state or federal court in San Diego County, California, and all parties agree to submit to the personal jurisdiction of those courts. Participants irrevocably waive any rights to seek and/or obtain injunctive or other equitable relief and any defense of forum non conveniens. Should either party pursue any other judicial or administrative action with respect to any matter included within the scope of this binding arbitration provision, the responding party will be entitled to recover its costs, expenses and attorneys' fees incurred as a result of such action. Further, any and all disputes, claims and causes of action arising out of or connected with a Sweepstakes, or any prize awarded, will be resolved individually, without resort to any form of class action.



- 14. Privacy Policy:** Information submitted with any Sweepstakes entry is subject to the terms of Sponsor’s Privacy Policy and, if entry is made through EōS Fitness, subject to the terms of EōS’ Fitness Privacy Policy. Sponsor will share your email address with EōS Fitness who may use your email address to inform you about their products and/or services. To read Sponsor’s Privacy Policy click here: <https://www.challengedathletes.org/privacy-policy/>. To read EōS Fitness’ Privacy Policy click here: <https://eosfitness.com/privacy-policy/>.
- 15. Winner List:** For a list of winners, please email [jasonk@challengedathletes.org](mailto:jasonk@challengedathletes.org).
- 16. Miscellaneous:** The invalidity or unenforceability of any provision of these Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor’s failure to enforce any term of the Rules will not constitute a waiver of that provision. When terms such as “may” are used in the Rules, Sponsor has sole and absolute discretion. Participants agree to waive any rights to claim ambiguity of the Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, privacy policy or terms of use on Sponsor’s Websites and/or the terms and conditions of the Rules, the Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor’s sole and absolute discretion.