

## Back to Routine Giveaway (“Sweepstakes”)

### OFFICIAL RULES

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED. VOID WHERE PROHIBITED BY LAW.**

1. **SPONSOR AND ADMINISTRATOR.** The Sweepstakes is sponsored and administered by Fitness Cubed Inc., 350 W. Ontario St, Suite 4W, Chicago, Illinois 60654 (“Sponsor”).
2. **ELIGIBILITY.** To participate in the Sweepstakes, you must be at least 18 years of age or older and a resident of the United States of America or Canada (excluding the Province of Québec). Officers, directors, and employees of Sponsor, and their immediate family members, are not eligible to participate. The Sweepstakes is subject to all applicable federal, provincial, territorial or municipal laws and regulations and is void where prohibited or restricted by law.
3. **SWEEPSTAKES PERIOD.** The “Sweepstakes Period” will occur from August 16, 2021 to September 16, 2021.
4. **HOW TO ENTER.** To enter the Sweepstakes, during the Sweepstakes Period, visit [www.cubii.com/back-to-routine-giveaway](http://www.cubii.com/back-to-routine-giveaway) to submit an Entry. Entrants will earn the number of additional Entries in parentheses below by completing specific actions:
  - a. Join the Cubii mailing list using this form: <https://manage.kmail-lists.com/subscriptions/subscribe?a=HvxQhQ&g=UUKfJu> (1)
  - b. Follow the Cubii account on Instagram (1)
  - c. Visit and like the Cubii page on Facebook (1)
  - d. Comment, like, and tag a friend on our giveaway post about the Sweepstakes on Facebook (3)
  - e. Comment, like, and tag a friend on our giveaway post about the Sweepstakes on Instagram (3)
  - f. Join the Cubii Communitii group on Facebook (3)
  - g. Preview & Try a Studio+ workout class (3)
  - h. Post in the Cubii Communitii and share one fun fact (5)
  - i. Share your wellness journey using this form: <https://manage.kmail-lists.com/subscriptions/subscribe?a=HvxQhQ&g=SKxj6G> (5)

- j. Share your health and wellness goals using this form: <https://manage.kmail-lists.com/subscriptions/subscribe?a=HvxQhQ&g=WLfmSs> (5)
- k. Download the Cubii mobile app and join September's Wellness Journii (5)
- l. Refer-a-friend by sharing the giveaway on Twitter, Facebook, and email or by sending the URL (1 point per friend to enter after sharing and eligible for up to 10 extra points)

Entrants may earn up to 45 Entries by completing the above-enumerated actions.

All eligible entrants will be entered into a random drawing for a chance to win a Prize (as defined below).

- 5. WINNER SELECTION AND ODDS OF WINNING.** On September 17, 2021, a random drawing from all eligible Entries received during the Sweepstakes Period will be held. Six (6) winners will be selected from all entries: one (1) Tier 1 winner, two (2) Tier 2 winners, and three (3) Tier 3 winners. Winners will be notified by email. If a winner does not respond within two (2) weeks of notification, Sponsor reserves the right not to award the Prize or to select an alternate winner, in its sole discretion.

The odds of winning will depend on the total number of Entries received during the Sweepstakes Period.

**6. PRIZES.**

- a. Tier 1 Grand Prize (one winner): Cubii JR2 Elliptical, 4 Cubii Accessories, and an Annual Subscription to Cubii Studio+
- b. Tier 2 Prize (two winners): 2 Cubii Accessories and an Annual Subscription to Cubii Studio+
- c. Tier 3 Prize (three winners): 1 Cubii Accessory and 1 free month of Cubii Studio+

The approximate retail value of all Prizes combined is \$US 861.94.

**7. PRIZE RESTRICTIONS.** The following general conditions apply to the Prizes:

- a. Prize is 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);
- b. Sponsor reserves the right to substitute a prize of equal or greater value if the advertised Prize is unavailable for any reason. The Prize is not transferable and not redeemable for cash. Any portion of the Prize not accepted by the winner will be forfeited;

- c. Each Prize winner will be solely responsible for all federal, state, provincial and/or local taxes, customs or duty if applicable, and for any other fees or costs associated with the Prize he or she receives, regardless of whether it, in whole or in part, is used;
  - d. Lost, destroyed, or stolen Prizes will not be replaced; and
  - e. Please allow 6-10 weeks for the mailing of your Prize.
- 8. PRIZE WINNERS' NAMES.** You may request the names of the Prize winners after the close of the Sweepstakes Period, but no later than October 1, 2021, by sending a self-addressed, postage-prepaid envelope with your request to Fitness Cubed Inc., 350 W. Ontario St, Suite 4W, Chicago, Illinois 60654. Residents of Vermont or Canada may omit postage.
- 9. PUBLICITY.** Except in Tennessee, by entering the Sweepstakes, you consent to Sponsor's use of your name, likeness, photograph, account name, biographical information, or statements for advertising or promotional purposes in any media whatsoever without any notice or payment to you.
- 10. PRIVACY.** By entering the Sweepstakes, you consent to Sponsor's announcement of your name as a winner. All personally identifiable information submitted in connection with the Sweepstakes will also be governed by Sponsor's privacy policy, which can be reviewed here: <https://www.cubii.com/privacy>.
- 11. RELEASE.** By entering the Sweepstakes, you agree to release, discharge, indemnify, defend and hold harmless Sponsor and its officers, directors, and employees, from and against any claims arising out of, in whole or part, directly or indirectly, participation or attempting to participate in the Sweepstakes or from acceptance, possession, use, or misuse of any Prize.
- 12. GENERAL CONDITIONS.** Participation in the Sweepstakes constitutes your unconditional agreement to these Official Rules and to Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Sponsor reserves the right to cancel, suspend or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes.
- 13. DISPUTE RESOLUTION.** All disputes regarding the Sweepstakes that cannot be resolved amicably between the parties will be resolved individually, without resort to any form of class action, exclusively before the appropriate state or federal court located in Cook County, Chicago, Illinois, USA. Illinois law will govern any dispute regarding the Sweepstakes. In any such dispute, under no circumstances will you be permitted to obtain awards for, and hereby waive all rights to claim, punitive, incidental, special, indirect, lost profits, consequential damages, or any other damages, including attorneys' fees, and you further waive all rights to have damages multiplied or increased.

**14. 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 these Rules will not constitute a waiver of that provision. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, Sponsor's privacy policy, and/or the terms and conditions of these Rules, the Rules will control.