

Official Rules

#MyCalFit Instagram Contest

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

1. Eligibility

The #MyCalFit Instagram Contest (the Promotion) is open only to legal residents of California who are at least eighteen (18) years old at the time of entry, Must be a California Family Fitness Member, and Must be a resident of one of the following counties: Sacramento, Placer, El Dorado.

Employees of California Family Fitness (Sponsor), WindFarm Marketing (Administrator) or any of their respective parents, affiliates, subsidiaries, advertising agencies, or any other company or individual involved with the design, production execution or distribution of the Promotion, and their immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children and their respective spouses, regardless of where they reside) and household members (people who share the same residence at least three (3) months out of the year, whether or not related) of each such employee are not eligible. The Promotion is subject to all applicable federal, state and local laws and regulations. Participation constitutes entrants full and unconditional agreement to these Official Rules and Sponsors and Administrators decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor and Administrator

Sponsor: California Family Fitness - 8680 Greenback Lane Ste 108
Orangevale, CA 95662

Administrator: WindFarm Marketing - 1389 Virginiatown Rd. Lincoln, Ca 95648

3. Promotion Period

The Promotion Begins on April 16, 2013 and ends on May 2, 2013 at 12:00 p.m. PT (the Promotion Period). Administrators computer is the official time keeping device for this Promotion.

The Submission period is April 16, 2013 - April 24, 2013 at 12:00 pm PST

Judging: April 25, 2013

Voting: April 26, 2013 - May 2, 2013 at 12:00 pm PST

4. How to Enter

The Contest has 3 Phases.

Phase 1: Submission Period.
Phase 2: Judging Period
Phase 3: Voting Period.

Phase 1: Submission Period

Registration with Instagram is required to enter the Contest. There is no cost to register with Instagram. If you do not have an Instagram account, you can sign up for one either at the app store or at www.instagram.com.

During the Submission Period (April 16, 2013 - April 24, 2013 at 12:00 PM PST) post a fun, creative picture of your California Family Fitness Membership Card outside of the gym on Instagram and use the Hashtag #MyCalFit

Instagram Entry. To participate and enter this Sweepstakes, individuals will need a mobile device (e.g., mobile phone or tablet) that can access the Internet and uses either the Apple or Android platform. Additionally, individuals will need to download the Instagram application from their mobile device's app store and sign-up for an Instagram account ("Account"). Creating an Account is free. By submitting your information and creating an Account however, entrants will be required to agree to the Instagram terms of service and privacy policy. After entrant has an Account, to enter the Contest, during the Submission Period, Post s photo of your California Family Fitness Membership Card outside of the gym, entrant must include the unique hashtags "#MyCalFit" as part of their post. Sponsor may not receive entries that fail to strictly follow the posting instructions set forth in these Official Rules and neither Sponsor or administrator is responsible for failure to see or receive an entry. Sponsor, at its sole discretion, may accept a technically incorrect unique term. Messages not received by Sponsor will not be entered into the Contest. By including the hashtag "#MyCalFit" in the post message, entrants are confirming their acceptance to these Official Rules.

Only one Instagram account per user will be eligible; anyone found to be using multiple Instagram accounts to enter will be deemed ineligible. Potential winners may be required to show proof of being the authorized account holder of the email address/Instagram account associated with the Entry.

To be eligible, all Instagram entries must comply with the following restrictions:

(i) Your image must be your own original image, created and shot by and/or featuring you; must not have been previously published, released or distributed in any form; must not have been entered into any other drawing or competition nor won any award; and must not infringe the

copyright, trademark, privacy, publicity, or other personal or proprietary rights of any person or entity. Modification of an existing image does not count as original for purposes of this Contest.

(ii) You represent that you have the express consent of any identifiable persons appearing in the image to their likeness being used in the ways set out in these Official Rules, including Sponsor's right to use the image for any future commercial purpose without restrictions. Upon request, you will obtain written consent of any such persons for Sponsor. If any person appearing in the image is under the age of majority in their state of residence, the written consent and signature of a parent or legal guardian is required. The image must not contain any personally identifiable information of any person.

(iii) Excepting those of Sponsor, the image must not contain or reference any names, products or services of any company or entity or any third party trademarks, logos, trade dress or promotion of any brand, product or service.

(iv) The image must not be lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, violate any laws or otherwise contain content which Sponsor in its sole discretion decides is inappropriate or objectionable.

Entries that do not comply with the above requirements may not be eligible and, if submitted, may be removed at any time in Sponsor's sole discretion. Sponsor reserves the right in its sole discretion to disqualify any entry that it believes violates or potentially violates any of the foregoing requirements or otherwise fails to comply with any provision of these Official Rules. Entrants agree to reimburse Sponsor and Sponsor Affiliates in full in respect of any losses, damages, and expenses, including reasonable attorney fees that they may sustain from the breach of a representation or warranty made by the entrant or the use of any rights granted by the entrant to Sponsor hereunder. By entering, entrant warrants that the submitted image complies with the entry requirements set out above including those at (i)-(iv) above. By entering, entrant grants to Sponsor a non-exclusive, worldwide, royalty-free, sub-licensable, assignable license to reproduce that image and to otherwise use, exploit, copy, modify, adapt, edit, publish and display the image in any form, manner, venue, media or technology now known or later developed for any and all purposes, including, without limitation, for purposes of trade, advertising, and promotion as Sponsor and its licensees or assignees determine, without further compensation, notification, or permission. Further, by entering, the entrant hereby waives any moral rights the entrant may have in the image in favor of the Sponsor. At Sponsor's request and in its sole discretion, entrants may be required to execute an assignment and release

transferring all rights and ownership of their image to Sponsor, the form of such assignment to be determined by Sponsor.

You will receive one (1) entry into the Promotion upon successful completion and submission of the photograph. Limit one (1) entry per person/email address during the Promotion Period. Additional entries received from any person/email address will be void.

Multiple entrants are not permitted to share the same email address. Use of any script, macro or automated system to participate or subvert the entry process is prohibited and will result in disqualification and all associated entries will be void. Released Parties (as defined below) are not responsible for lost, late, incomplete, invalid, unintelligible, inaccurate, stolen, delayed or misdirected entries, all of which will be disqualified. In the event of a dispute as to any entry, the authorized account holder of the email address used to enter will be deemed to be the entrant and must comply with these Official Rules. The authorized account holder is 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 winner may be required to show proof of being the authorized account holder. All entries become the sole and exclusive property of Sponsor and will not be returned.

Phase 2: Judging

On April 25, 2013 the Sponsor will select Twenty (20) Finalists to move on to the Voting Phase of the Contest. The Finalists will be notified by a comment on their photo submission via Instagram.

Judging criteria: Submissions will be judged based on creativity, quality and originality.

The decisions of the Sponsor are final and binding in all respects.

Phase 3: Voting Period

Public Voting Period: April 26, 2013 - May 2, 2013 at 12:00 pm PST

The Top Twenty Finalists chosen by the Sponsor will be placed on the California Family Fitness Facebook Page and will be eligible to be voted on by the general public. Voters may vote one (1) time per day (24 Hour Period), every day during the contest voting period.

Votes that do not comply in all respects with these Official Rules, or that result from fraud or collusion (in the opinion of the Sponsor) will be disqualified and rendered void. If an entrant is found to have engaged in

such fraud or collusion, in Sponsor's opinion, s/ he will be disqualified from the Contest and will not be eligible to win a prize. Other reasons for which votes may be declared void include but are not limited to the following:

(i) multiple votes are received from the same voter for the same individual entry in a single day, from different IP addresses or from different email addresses;

(ii) votes result from use of a redirect link, a disguised link, a fraudulent link, or similar impermissible method;

(iii) votes result from a technical malfunction of servers or internet connection; and/or

(iv) votes result from inappropriate action by a voter or entrant in promoting such votes from others (e.g., through spam, harassment, etc.).

5. Winner Selection/Notification

Prize Winner Selection:

The winner will be determined by which finalist receives the most votes online by 12:00 pm. PST on May 2, 2013. The winner will be posted on the California Family Fitness Blog <http://www.californiafamilyfitness.com/the-daily>.

Sponsor shall have no liability if the Potential Prize Winner(s) notification is not received by the Potential Prize Winner(s) for any reason. If, despite reasonable efforts, Potential Prize Winner(s) does not respond within Twenty-Four (24) hours of date of the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such Potential Prize Winner(s), such Potential Prize Winner(s) will forfeit his or her prize and, at Sponsors discretion, an alternate winner may be selected.

If any Potential Prize Winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the prize for any reason prior to award, such potential winner will be disqualified and an alternate winner may be selected. Winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements.

6. POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY ADMINISTRATOR WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION.

7. Prize:

(1) Winner will receive:

1 Year Free California Family Fitness Membership

Prizes are non-transferable. Sponsor and Administrator are not affiliated with, sponsored by or endorsed by any merchant or social network.

Trademarks, service marks, logos, and/or domain names (including, without limitation, the individual names of products and retailers) are the property of their respective owners. Sponsor is solely responsible for all prize fulfillment.

Winners are responsible for all taxes and fees associated with prize acceptance and receipt. Trademarks, service marks, logos, and/or domain names (including, without limitation, the individual names of products and retailers) are the property of their respective owners.

8. Entry Conditions and Release

By entering, each entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor and Administrator which are binding and final in all matters relating to this Promotion; and (b) indemnify, defend, release and hold harmless Facebook, Inc., Instagram, the Sponsor, the Administrator and each of their respective parent, subsidiary, and affiliated companies, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Promotion, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the Released Parties) from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to an entrants entry, creation of an entry or submission of an entry, participation in the Promotion, acceptance or use or misuse of a prize and/or the broadcast, exploitation or use of entry. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. You understand that you are providing your information to Sponsor and Administrator and not to Facebook.

9. Publicity

Except where prohibited, participation in the Promotion constitutes each winners consent to Sponsors and its agents use of winners name, likeness, photograph, voice, opinions and/or hometown and state for advertising and promotional purposes in any and all media, now or hereafter devised, worldwide in perpetuity, without further payment or consideration, notification or permission.

10. General Conditions

Sponsor and Administrator reserve the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures or any other factor impairs the integrity or proper functioning of the Promotion, as determined by Sponsor and Administrator in their sole discretion. If terminated, Sponsor and Administrator may award the prizes for the drawing(s) at issue at random from among all non-suspect, eligible entries received for such drawing(s) up to time of such action. Sponsor and Administrator reserve the right in their sole discretion to disqualify any individual they find to be tampering with the entry process or the operation of the Promotion or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner and void all associated entries. 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, Sponsor and Administrator reserve the right to seek damages and other remedies (including attorneys fees) from any such person to the fullest extent permitted by law. Sponsors or Administrators failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

11. Limitations of Liability

The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, typographical, printing or other 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; (4) other problems or errors of any kind, whether computer, technical, computer, mechanical, typographical, printing, human or otherwise, which may occur in connection with the Promotion, including, but not limited to, any errors or problems which may occur with the administration of the Promotion, the processing of entries, the announcement of the prizes or in any Promotion-related materials; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrants participation in the Promotion or receipt or use or misuse of any prize. If for any reason an entrants entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrants sole remedy is another entry in the Promotion, provided that if it is not possible to award another entry due to discontinuance of the Promotion, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for the prize offered herein. No more than the number of prizes stated herein will be awarded. In event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth

in these Official Rules to be available and/or claimed, Sponsor reserves the right to award the prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

12. Disputes

Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Promotion, or any prize awarded, other than those concerning the administration of the Promotion or the determination of the winners, shall be resolved individually, without resort to any form of class action; (ii) any and all disputes, claims and causes of action arising out of or connected with this Promotion, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate State Court, for the city of Sacramento, CA; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, and in no event will entrant be able to obtain attorneys fees or other legal costs; and (iv) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.