

The Oxygen Challenge 5 — 2019 Contest

PURCHASE NECESSARY TO ENTER OR WIN THIS CONTEST. VOID WHERE PROHIBITED BY LAW.

TERM

The Oxygen Challenge 5 Contest (the "Contest") period commences at 12:00 a.m. Pacific Daylight Time on Monday, May 6, 2019, and ends at 11:59 p.m. Pacific Daylight Time on Sunday, August 4, 2019 (the "Contest Period"). The Contest is sponsored by Cruz Bay Publishing, Inc. an Active Interest Media company, 5720 Flatiron Parkway, Boulder, Colorado 80301 ("Sponsor").

ELIGIBILITY

This Contest is open to any legal female who is at least 18 years or older (or age of majority in their jurisdiction of residence) as of date of entry. Entrants must have purchased, and be a registered user of, The Oxygen Challenge 5 as of contest start date to be eligible. Employees of the Sponsor; prize provider; any promotional companies or advertising agencies participating in the Contest and employees of their respective subsidiaries and affiliates; any persons involved in the creation, development, or implementation of this Contest; and any other persons or entities directly associated with this Contest and any members of their immediate families or households are ineligible to participate. Previous Oxygen Cover Contest or other AIM-related contest winners may participate but are not eligible to win. Photo entries for the Contest drawing must be received during their respective voting periods. This Contest is void in Puerto Rico and the U.S. Virgin Islands and wherever prohibited or restricted by law, and is subject to all federal, state, and local laws and regulations. By submitting an entry, entrants agree to abide by these Official Rules and all applicable federal, state, and local laws and regulations that govern the Contest.

PRIZES/VALUE

One (1) Grand Prize winner will receive:

- A cover shoot for the Winter 2020 issue of *Oxygen Magazine*. Includes travel and hotel costs at shooting location to be determined by Sponsor.

Approximate Retail Value of this grand prize is limited to \$2,500 U.S. Actual retail value may vary. The Grand Prize is not transferable, assignable or redeemable for cash or any other consideration, and no substitutions will be allowed except by Sponsor, which reserves the right to substitute a prize of equal or greater value or nature if advertised prize is not available. The Grand Prize winner is responsible for compliance with all applicable federal, state, and/or local laws and regulations, including, without limitation, the payment of all applicable taxes.

There will be four additional winners chosen under the following categories: Biggest Team Player/Motivator, Fittest Mom, Best Masters (40+) Athlete and a Mystery Category to be announced on April 30, 2019. Each of these winners will be featured on Oxygenmag.com and across the *Oxygen* social media platforms. Additional prizes may be awarded at the discretion of the Sponsor. A user may submit their entry into as many categories as they wish, but may only win one category.

HOW TO ENTER

Entrants must opt-in to the Contest between 12:00 a.m. PDT May 1, 2019 and 11:59 p.m. PDT May 15, 2019. Opt-in instructions will be located on the Contest microsite. To opt-in, participants will be required to download the designated *Oxygen* app to a smartphone, create a profile and take three “before” photos (one full-body photo from the front, one full-body photo from the side, and one full-body photo from the back), wearing a bikini or shorts and a sports bra. Only photos taken using the *Oxygen* app on your smartphone will be accepted. No body part or parts may be blocked and photos must be total-body images. Photos should be bright enough that all parts are clearly visible. Dark, unclear or unfocused images will be rejected and entrants must retake new images in order to participate.

Participants will have from 12:00 a.m. PDT on May 1, 2019 until 11:59 p.m. PDT on May 15, 2019 (end of the “before” photo submission period) to download the *Oxygen* app, create a profile, take their photos on their smartphone, enter their measurements, and select the Contest categories they wish to enter, transmitting this information within the app to the Sponsor during the Contest entry period. Participants will then have from 12:00 a.m. PDT on August 5, 2019 to 11:59 p.m. PDT on August 14, 2019 to take three “after” photos in the *Oxygen* app (one full-body photo from the front, one full-body photo from the side, and one full-body photo from the back), wearing the same outfit from the “before” photos. No body part or parts may be blocked and photos must be total-body images. Photos should be bright enough that all parts are clearly visible. Dark, unclear or unfocused images will be rejected and entrants must

retake new images in order to participate. Incomplete, late or falsified entries will be disqualified. If the Sponsor has reason to believe that a Contest entry contains falsified details, Sponsor reserves the right to disqualify said entry from this and future challenges.

Normal internet access and usage charges imposed by the participant's online carrier apply. A truthful and valid entry will be deemed to have been made by the "authorized account holder" of the email address utilized at the time the entry is made. For purposes herein, the "authorized account holder" refers to the person assigned to an email address by an internet access provider, online service provider, or other organization responsible for assigning email addresses. If an entrant is determined to have sent more than one entry, that entrant will be disqualified. All entries will become the property of Sponsor and will not be returned. Sponsor is not responsible for transmission and/or computer error. For the avoidance of doubt, acceptance of entries or submissions will not be deemed to waive any provisions of these Official Rules, and the entrant may subsequently be disqualified.

ONLINE VOTING/JUDGING

All eligible Oxygen Challenge 5 Contest entries will be displayed on the *Oxygen* app, beginning on or about 12:00 a.m. PDT on August 20, 2019 until 11:59 p.m. PDT on August 25, 2019. During such time, only paid participants in The Oxygen Challenge 5 who have downloaded the *Oxygen* app and created a profile will have the opportunity to vote for their favorite entries among all Contest participants, and will be able to cast five (5) votes per 24-hour period. There will be no public voting. Based on the results of this vote, the top 20 submissions will advance to a second vote beginning on or about 12:00 a.m. PDT on August 28, 2019 until 11:59 p.m. PDT on September 2, 2019. The Grand Prize winner (Cover) and the winners of the Biggest Team Player/Motivator, Fittest Mom, Best Masters (40+) Athlete, and Mystery Category will be determined by a combination of the popular vote, the coaches' votes and the internal *Oxygen* judges' votes.

The Grand Prize and four category winners will be notified via email or phone, as applicable, on or about September 4, 2019. If prize notification is returned as undeliverable, or the Grand Prize winner is not available to travel for the photo shoot within 1 to 2 weeks of being notified, the winner will be disqualified and will forfeit the Grand Prize. In this instance an alternate winner may be selected, at Sponsor's sole discretion, based on the procedures set forth

above. The name of the Grand Prize winner and category winners of the Contest will be announced in the Winter 2020 issue of *Oxygen Magazine*. To obtain this information, send a self-addressed stamped envelope to: “The Oxygen Challenge 5” — 2019 Contest Winner, c/o Active Interest Media, 5720 Flatiron Pkwy., Boulder, CO 80301.

CAUTION

Any attempt by any person to deliberately damage any web site or undermine the legitimate operation of a contest may constitute a violation of criminal and civil laws. Should such an attempt be made, Sponsor reserves the right to seek damages from and/or to prosecute any such person to the fullest extent permitted by law. Any such tampering will also result in ineligibility to win any Prize in the Contest.

CONDITIONS

By participating in this Contest, entrants agree to be bound by these Official Rules and the decisions of Sponsor, which are final in all matters relating to this Contest and acknowledge compliance with these Official Rules. Each entrant acknowledges that the Privacy Policy and Terms of Use found on the <http://www.aimmedia.com/terms-of-service/> website are hereby incorporated by reference and apply to the submission of entries pursuant to these Official Rules. By participating in this Contest, each entrant hereby agrees to Sponsor’s collection and usage of the entrant’s personal information and acknowledges that entrant has read and accepted the above-referenced Privacy Policy and Terms of Use.

Sponsor is in no way liable for any damage, loss, or injury resulting from computer malfunctions, misdirected or incomplete entries, or acceptance and use of any Prize. Sponsor and its agents shall have no liability or responsibility for injuries, damages or liabilities caused or claimed to be caused by participation in the Contest or the use or misuse of a Prize. Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Contest should virus, bugs, or other causes beyond the control of Sponsor corrupt the administration, security, fairness, integrity or proper play of the Contest and award the Prizes from all eligible entries received prior to cancellation or suspension.

By entering this Contest, each entrant hereby voluntarily and irrevocably releases, holds harmless and agrees not to institute any claim against Sponsor or any of their respective affiliates, and their respective officers, directors, employees and agents from any losses, damages, or expenses from any and all injuries, losses or damages of any kind

arising from or in connection with, either directly or indirectly, (1) the awarding, acceptance, receipt, possession, use and/or misuse of any Prize awarded herein; and/or (2) participation in the Contest or any Prize-related activities.

Under no circumstances will any entrant be permitted to obtain awards for, and each entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, and entrant further waives all rights to have damages multiplied or increased.

By accepting a Prize, the winners grant Sponsor permission to use their name and likeness for advertising and promotional purposes without any additional compensation (except where prohibited by law). By entering the Contest, entrants shall be deemed to have agreed to have their entry information made available to the Sponsor. The Contest is subject to these Official Rules. By entering the Contest, each entrant and each winner agrees to waive any right to claim any ambiguity, inequity or error in the Official Rules of the Contest, and/or of the Contest itself, and agrees to be bound by these Official Rules and by all decisions of, and interpretations of these Official Rules by, the Sponsor, which in all respects shall be final and binding.

THE COLORADO COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE CONTEST AND THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES, SHALL GOVERN THE CONTEST. ENTRANTS WAIVE ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMIT TO THE JURISDICTION OF THOSE COURTS.

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SPONSOR

Cruz Bay Publishing, Inc. an Active Interest Media company, 5720 Flatiron Pkwy., Boulder, CO 80301

ADMINISTRATOR

Cruz Bay Publishing, Inc. an Active Interest Media company, 5720 Flatiron Pkwy., Boulder, CO 80301

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