

#bempowered #barre3 Giveaway Terms & Conditions

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

ELIGIBILITY: The Sweepstakes is open solely to residents of the United States and Canada, who are at least eighteen (18) years of age and over the age of majority in their jurisdiction of residence at the time of entry.

TO ENTER:

1. Post a photo in your Instagram feed of your most empowered self.
2. Share your story in the caption starting with "I feel empowered from within when:_____."
3. Make sure to include #bempowered #barre3 in your caption, @barre3 in the image.

Entries must be made on a public Instagram account, private Instagram accounts cannot be seen by all parties and will not be valid. Private messages or other submissions will not be valid for entry.

PRIZES: There are 8 total winners, one chosen every Friday between December 17th and February 8th.

Winners will receive **one** of the following of their choice:
One year subscription and full access to barre3 online. OR
One month access to their nearest studio.

Winner may be required to pay shipping and handling on any purchase made with the Prize credit. Prize may not be redeemed for cash. All prize credits are valid until December 31, 2019. Sponsor is under no obligation to honor the prize credit after this date. If prize is not used by the expiration date, Winner forfeits the value of the prize.

DURATION: The #bempowered #barre3 (the "Sweepstakes") is a one-time Sweepstakes. The Sweepstakes begins at 12:59 a.m. MST on December 17th, 2018 and ends on the final day of the giveaway at 11:59 p.m. MST on February 8th, 2018 (the "Sweepstakes Period").

RESTRICTIONS: Normal Internet, phone, and usage charges imposed by your online or phone service may apply. Incomplete, corrupted, or untimely entries are void and will be disqualified. Sponsor and its agencies are not responsible for lost, interrupted, or unavailable network, server, or other connections; or miscommunications, computer or software malfunctions, telephone transmission problems, technical failures, garbled transmissions, damage to a user's computer equipment (software or hardware), or other errors or malfunctions of any kind whether, human, mechanical, electronic or otherwise. Proof of submission will not be deemed to be proof of receipt by Sponsor. In the event of a dispute as to the identity of an entrant, the authorized account holder of the Instagram account used to enter will be deemed to be the entrant or participant. Potential winner may be required to show proof of being the authorized account holder. Entries specifying an invalid, non-working, or inactive email address will be disqualified and ineligible to win.

This Sweepstakes may be entered in or from United States and Canada. This Sweepstakes is governed exclusively by the laws of the United States.

SELECTION OF WINNER: One (1) winner will be selected in a random drawing from among all eligible entries received in each entry period. Drawings will be conducted by barre3, and their decisions are final on all matters relating to the Sweepstakes.

Winner will be notified by a barre3 employee, through the @barre3 main Instagram account, via Direct Message on Instagram through the account the participant entered with. Drawing for the winner will take place every Friday between December 17th - February 8th. If winner does not respond within 3 days or if

prize notification is returned as undeliverable, then the Prize will be forfeited an alternate winner may be selected, if time permits.

GENERAL RULES: All federal, state, local, municipal and provincial taxes are the sole responsibility of the winner. Acceptance of prize constitutes permission to the Sponsor and its agencies to use winner's name, biographical information, pictures/portraits, likeness and/or voice, for purposes of advertising and trade without further compensation, unless prohibited by law. Winners assume all liability for any injury or damage caused, or claimed to be caused, by participation in this Sweepstakes or use or redemption of prize. By participating in this Sweepstakes, entrants agree to be bound by the Official Rules and the decisions of the Sponsor. Prize is non-transferable and no substitution is allowed except by the Sponsor, who reserves the right to award a prize of equal or greater value if an advertised prize is unavailable. Winners release Sponsor and its subsidiaries, affiliates, directors, officers, employees, agents and all others associated with the development and execution of this Sweepstakes from any and all liability for damages, losses or injury resulting from participation in the Sweepstakes or acceptance or use of the prize.

The "authorized account holder" is deemed the natural person who is assigned to an email address, service provider or other organization that is responsible for assigning mobile phone numbers. If for any reason the Sweepstakes is not capable of running as planned, including due to bugs, tampering, unauthorized intervention, fraud, technical failure, human error or any other causes beyond the control of Sponsor that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the giveaway, Sponsor reserves the right in its sole discretion, to disqualify any individual who tampers with the entry process; to cancel, terminate, modify or suspend the Sweepstakes and select the Winner in a random drawing from among all eligible entries received prior to cancellation; or to award no prize at all. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entry. Sponsor is not responsible for: (a) incorrect or inaccurate transcription of entry information or late, lost, altered, delayed, received through impermissible or illegitimate channels, all of which will be disqualified; (b) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer online systems, computer equipment, website, server provider, network, hardware or software; (c) the unavailability or inaccessibility of any website or service; (d) unauthorized intervention in any part of the entry process or this Sweepstakes; or (e) printing, typographical, electronic or human errors which may occur in the offer or administration of this Sweepstakes or the processing of entries.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE GIVEAWAY 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.

RELEASE: The Sweepstakes shall be governed by and interpreted in accordance with the laws of the State of Oregon in the U.S. applicable to promotions fully carried out within Oregon. Except where prohibited by law, any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorneys' and/or experts' fees; and winners hereby waive all rights to claim punitive, incidental and consequential damages and any other damages (including attorney's fees), other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. Winner acknowledges that no other party nor any agent or attorney of any other party has made any promise, representation or warranty whatsoever, express or implied, not contained herein concerning the subject matter hereof, to induce the winner to execute any document and winner acknowledges that they have not executed any document in reliance on any such promise, representation or warranty not contained herein. Any waiver by the Sponsor and its affiliates of any term of any document in a particular instance shall not be a waiver of

such term for the future. Winner agrees that the invalidity or enforceability of any part of any document shall in no way affect the validity or enforceability of any of the remainder of that document.

SPONSOR: The Sponsor of the Sweepstakes is barre3. 25 N. Shaver, Portland, OR, 97277.

Winner's List. To obtain the winners list, send a stamped self-addressed envelope bearing sufficient return postage to: barre3, 25 N. Shaver, Portland, OR 97227