“The Oxygen Challenge – 2017” Contest

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

TERM:

“The Oxygen Challenge – 2017” Contest (the "Contest") period commences at 12:00 a.m. Eastern Daylight Time on June 12, 2017, and ends at 11:59 p.m. Eastern Daylight Time on September 9, 2017 (the "Contest Period"). The Contest is sponsored by Cruz Bay Publishing, Inc. an Active Interest Media company, 5720 Flatiron Pkwy., Boulder, CO 80301 (“Sponsor”).

ELIGIBILITY:

This Contest is open to any legal female resident of the 50 United States (including the District of Columbia) or Canada (excluding Quebec), who are at least 18 years or older (or age of majority in their jurisdiction of residence) as of date of entry. Entrants must be a registered user of The Oxygen Challenge 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. Photo entries for the Contest drawing must be received the before the expiration of the Contest Period. 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 form, entrants agree to abide by these Official Rules and all applicable federal, state, and local laws and regulations that govern Contest.

PRIZES/VALUE:

One (1) Grand Prize winner will receive:

- A cover shoot for the January issue of Oxygen Magazine. Includes travel and hotel costs to Los Angeles, CA.

Approximate Retail Value of the grand prize is $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.

HOW TO ENTER:

Entrants must opt-in to the Contest between May 15, 2017 and June 30, 2017. The opt-in box will be located on the Contest microsite. Once opted in, participants will upload
three "before" photos (one full-body photo from the front, one full-body from the side, and one full-body photo from the back), wearing a bikini or shorts and a sports bra, and posing with a Contest entry form supplied by the Sponsor. Participants will have from 12:00 a.m. EDT on June 12, 2017 until 11:59 p.m. EDT on June 30, 2017 (end of the “Before” photo submission period) to upload their pictures to The Oxygen Challenge microsite, and transmitting the information to the Sponsor during the Contest Entry Period. Participants will then have from 12:00 a.m. EDT on September 9, 2017 to 11:59 p.m. EDT on September 15, 2017 to submit three “After” photos (one full-body photo from the front, one full-body from the side, and one full-body photo from the back), wearing the same, or similar, outfit from the “Before” photos and posing with a Contest entry form supplied by the Sponsor. Contest participants will have limit one entry per person (i.e. only three “before” pictures and three “after” pictures per person). Incomplete or late entries will be disqualified. Normal Internet access and usage charges imposed by your online carrier apply. An 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 entries will be displayed on http://www.oxygenmag.com/oc3, beginning on or about 12:00 a.m. Eastern Daylight Time on September 18, 2017. During such time, visitors to the site will have the opportunity to vote for their favorite entries among all the participants. Based off the popular vote, the top 50 submissions will advance to an internal vote by the staff of Oxygen Magazine which will be conducted from September 26, 2017 through September 27, 2017. The top 20 finalists from this vote will be presented in a final public vote for the Grand Prize winner selection. This vote will take place from 12:00 a.m. EDT on September 28, 2017 and end at 11:59 p.m. EDT on October 1, 2017 with the most votes automatically determining the Grand Prize winner. In the event of tie at the end of the online voting portion of the Contest, the Contest judges will make the final determination from among all tied finalists based on the judging criteria listed above.

Finalists will be contacted on or about September 27, 2016, as follows: (1) via the email address from which the finalist’s entry was submitted or (2) via phone number, as applicable. Potential finalists will be required to sign and return a Liability Release, Copyright Release, Assignment of Rights and where legal, a Publicity Release prior to being posted online as Finalists. Noncompliance within this time period will result in disqualification and an alternate finalist will be determined. The Grand Prize winner will be will be notified via email or phone call, as applicable, on or about October 4, 2017. If prize notification is returned as non-deliverable, or the Grand Prize winner is not available to travel for the photo shoot between October 9, 2017 and October 31, 2017, potential Grand Prize winner will be disqualified and Grand Prize forfeited, and an alternate winner may be selected, in Sponsor’s sole discretion, based on the procedures
set forth above. The name of the Grand Prize winner of the Contest will be available after November 30, 2017. To obtain this information, send a self-addressed stamped envelope to: “The Oxygen Challenge – 2017” 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 legitimate operation of a contest may constitute a violation of criminal and civil laws, and 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 the 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 the Grand Prize, the winner grants Sponsor permission to use her 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 CALIFORNIA 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