

Official Giveaway Rules

NO PURCHASE IS NECESSARY TO PLAY OR WIN. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

Eligibility

The Promotion is open only to U.S. residents currently residing in the fifty (50) United States or District of Columbia (the "Territory"); who are at least thirteen (18) years of age at the time of play. Sponsor, and its parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies, and each of their respective officers, directors, and employees are ineligible to enter the Promotion or win a prize. Household Members and Immediate Family Members of such individuals are also not eligible to enter or win. "Household Members" includes people who share the same residence at least three months per year. "Immediate Family Members" includes parents, step-parents, legal guardians, children, step-children, siblings, step-siblings, or spouses. This Promotion is subject to all applicable federal, state, and local laws and regulations and is void where prohibited or restricted by law.

Sponsor

The Promotion is sponsored by **Avera McKennan Fitness Center, 3400 South Southeastern Avenue, Sioux Falls, SD 57103.**

Agreement to Official Rules

Participation in the Promotion constitutes entrants' full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning the prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

Promotion Period

Avera McKennan Fitness Center "Scratch & Win" game (the "Promotion") begins on January 1, 2019 at 12:00 AM CST and ends on January 31, 2019 at close of business. (the "Promotion Period").

How to Play

During the Promotion Period, the Eligible Person will automatically receive one (1) scratch & win game card (the "Game Card"), by mail or courier or by visiting **Avera McKennan Fitness Center** while supplies last. Each game card contains a "scratch & win" area that the eligible person must completely scratch off to reveal whether or not he/she is eligible to win the corresponding prize indicated. Winner is responsible for scratching their card and claiming their prize. There is a limit of one (1) scratch off card Game Card per person during the Entry Period.

Prizes / Odds of Winning

The "Scratch & Win" game has 9,471 cards and 16 prizes of varying value. Odds of winning and approximate retail value ("ARV") are listed below:

Prize Description:

- (4) 1-year Individual Fitness Center Membership – 4:9467 – ARV \$816
- (12) 1-month Individual Fitness Center Membership – 4:3153 – ARV \$68

Redemption of Prizes

Prize can be redeemed at **Avera McKennan Fitness Center** in accordance with these Official Rules. Prizes are guaranteed to be awarded but must be redeemed by the close of business on Thursday, January 31, 2019. Prizes not redeemable for cash. Prizes not redeemed by that time shall be forfeited. Prizes must be redeemed by presenting a revealed scratch off card to a **Avera McKennan Fitness Center** Member Services Representative. The Sponsor is not responsible for any scratch off cards that are late, lost, or stolen, due to any reason whatsoever. Failure to follow the prize redemption

procedures within the time provided may result in disqualification. One-day pass promotion is not deemed a prize in this promotion. Sponsor reserves the right to award a substitute prize of equal or greater value if a prize is unavailable or cannot be awarded, in whole or in part, for any reason. The estimated retail value of the prize represents Sponsor's good faith determination, which is legal and binding and cannot be appealed. If the actual value of the prize turns out to be less than stated estimates, the difference will not be awarded in cash. Sponsor makes no representation or warranty concerning the appearance, safety, or performance of any prize awarded. Restrictions, conditions, and limitations may apply. Sponsor will not replace lost or stolen prize items.

General Condition

In the event that the operation, security, or administration of the Promotion is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Promotion is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the Promotion to address the impairment and then resume the Promotion in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Promotion and, in the event of termination, award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the website or undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

Release and Limitations of Liability

BY PARTICIPATING IN THE PROMOTION, ENTRANTS AGREE TO RELEASE AND HOLD HARMLESS THE SPONSOR, AND EACH OF THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, ADVERTISING AND PROMOTION AGENCIES, OTHER COMPANIES ASSOCIATED WITH THE PROMOTION, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, REPRESENTATIVES, AND AGENTS (THE RELEASED PARTIES) FROM AND AGAINST ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF PARTICIPATION IN THE PROMOTION OR RECEIPT OR USE OF THE PRIZE (INCLUDING ANY TRAVEL OR ACTIVITY RELATED THERETO), INCLUDING, BUT NOT LIMITED TO: (A) ANY TECHNICAL ERRORS ASSOCIATED WITH THE PROMOTION, INCLUDING LOST, INTERRUPTED OR UNAVAILABLE INTERNET SERVICE PROVIDER (ISP), NETWORK, SERVER, WIRELESS SERVICE PROVIDER, OR OTHER CONNECTIONS, AVAILABILITY OR ACCESSIBILITY OR MISCOMMUNICATIONS OR FAILED COMPUTER, SATELLITE, TELEPHONE, CELLULAR TOWER OR CABLE TRANSMISSIONS, LINES, OR TECHNICAL FAILURE OR JUMBLED, SCRAMBLED, DELAYED, OR MISDIRECTED TRANSMISSIONS OR COMPUTER HARDWARE OR SOFTWARE MALFUNCTIONS, FAILURES OR DIFFICULTIES; (B) UNAUTHORIZED HUMAN INTERVENTION IN THE PROMOTION; (C) MECHANICAL, NETWORK, ELECTRONIC, COMPUTER, HUMAN, PRINTING OR TYPOGRAPHICAL ERRORS; (D) APPLICATION DOWNLOADS, (E) ANY OTHER ERRORS OR PROBLEMS IN CONNECTION WITH THE PROMOTION, INCLUDING, WITHOUT LIMITATION, ERRORS THAT MAY OCCUR IN THE ADMINISTRATION OF THE PROMOTION, THE ANNOUNCEMENT OF THE WINNER, THE CANCELLATION OR POSTPONEMENT OF THE EVENT, IF APPLICABLE, THE INCORRECT DOWNLOADING OF THE APPLICATION THE PROCESSING OF ENTRIES APPLICATION DOWNLOADS OR IN ANY PROMOTION-RELATED MATERIALS; OR (F) INJURY, DEATH, LOSSES OR DAMAGES OF ANY KIND, TO PERSONS OR PROPERTY WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM ENTRANTS PARTICIPATION IN THE PROMOTION OR ACCEPTANCE, RECEIPT OR MISUSE OF THE PRIZE (INCLUDING ANY TRAVEL OR ACTIVITY RELATED THERE TO). ENTRANT FURTHER AGREES THAT IN ANY CAUSE OF ACTION, THE RELEASED PARTIES LIABILITY WILL BE LIMITED TO THE COST OF ENTERING AND PARTICIPATING IN THE PROMOTION, AND IN NO EVENT SHALL THE ENTRANT BE ENTITLED TO RECEIVE ATTORNEYS' FEES. RELEASED PARTIES ARE ALSO NOT RESPONSIBLE FOR ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY SITE USERS, TAMPERING, HACKING, OR BY ANY EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE PROMOTION. ENTRANT WAIVES THE RIGHT TO CLAIM ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, PUNITIVE, CONSEQUENTIAL, DIRECT, OR INDIRECT DAMAGES.

Disputes

Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in **South Dakota**. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of **South**

Dakota, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than **South Dakota**.

Privacy

Information collected from entrants is subject to sponsor's Privacy Policy.

Winners/Rules Requests

For a list of the names of the winners of prizes valued at more than \$25.00 available after the Promotion Period has ended, send a self-addressed stamped envelope, to be received by 2/28/19 to: **3400 South Southeastern Avenue, Sioux Falls, SD 57103**.

These Official Rules May Change.

We reserve the right to update or modify these Official Rules at any time, without prior notice, by posting the revised version of these Official Rules behind the link marked "Official Rules" at our website located at the following URL www.averamckennanfitness.org/more (the "Site"). These changes will be effective as of the date we post the revised version on this Site. Your continued participation in this Promotion after we have posted the revised Official Rules constitutes your agreement to be bound by the revised Official Rules.

Entire Agreement

These Official Rules (together with our Privacy Policy and any click-through agreements applicable to you) contain the entire understanding and agreement between you and Sponsor with respect to this Site and supersede all previous communications, negotiations, and agreements, whether oral, written, or electronic, between you and Sponsor with respect to this Site and your participation in this Promotion.