

**BBCOM x JYM SUMMER SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE NECESSARY

1. **ELIGIBILITY:** The BBcom x JYM Summer Sweepstakes (the "Contest") is open only to legal residents of the fifty (50) United States and District of Columbia (excluding Puerto Rico, Samoa, Guam, the US Virgin Islands, and any other US territories and protectorates and/or to members of the U.S. military who reside at APO/FPO addresses outside of the U.S.), individuals who are eighteen (18) years of age or older or the age of majority in Entrant's place of residence at the time of Entry ("Entrant"). Entrants may not be members of any guild, union, or other organization that may prohibit them from participating in this Contest and that would restrict, require due payment, or otherwise have the right to oppose such Entrant's participation in this Contest. Employees, contractors, members, and agents of Vitalize, LLC dba Bodybuilding.com and The Najafi Companies' and members of their immediate family (including spouses, parents, siblings, children and their respective spouses) and persons living in the same household with any such individuals are ineligible. Entrant is subject to all applicable federal, state and local laws and regulations. In order to be eligible, Entrant must follow these Rules. Failure to comply with these Rules will result in ineligibility of Entrant. **This Contest is void where prohibited or restricted by law. No purchase necessary.**
2. **SPONSOR:** This Contest is co-sponsored by Vitalize, LLC dba Bodybuilding.com located at 9169 W. State Street, #510, Boise, Idaho 83714 U.S.A. ("Sponsor") and PhD Fitness LLC, dba Jym located at 31356 Via Colinas, #112, West Lake Village, California 91362 U.S.A ("Sponsor").
3. **ENTRY:** The Contest Period begins at 12:01 am MT on April 28, 2022 and ends at 11:59 pm MT on May 31, 2022 ("Contest Period").

IMPORTANT NOTICE TO ENTRANTS: ENTRANTS ARE RESPONSIBLE FOR DETERMINING THE CORRESPONDING TIME ZONE IN THEIR RESPECTIVE JURISDICTION.

4. **HOW TO ENTER:** No purchase required to enter the Contest. During the Contest Period, Entrant(s) must complete the survey at <http://www.bodybuilding.com/fun/bbcom-jym-sweepstakes.html> with all requested information (the "Entry" or "Entries"). One Entry per Entrant will be accepted.
5. **WINNER SELECTION AND NOTIFICATION:** On, or about, June 10, 2022, one (1) Entrant, subject to eligibility requirements, will be randomly selected to win the Grand Prize Package as described below (the "Grand Prize Winner"). On, or about, June 10, 2022, one (1) Entrant, subject to eligibility requirements, will be randomly selected to win the Second Place Prize Package as described below (the "Second Place Prize Winner"). On, or about, June 10, 2022, one (1) Entrant, subject to eligibility requirements, will be randomly selected to win the Third Place Prize Package as described below (the "Third Place Prize Winner"). On, or about, June 10, 2022, six (6) runners up will be randomly selected to win a prize (the "Runners Up Prize Winners"), who will each receive the Runners Up Prize Package(s) as described below (the "Runners Up Prize Package(s)"). The winners are collectively referred to herein as "Winning Entrants." The Winning Entrants will be notified on, or about, June 10, 2022, via the email provided upon registration. All Winning Entrants will receive prizes within thirty (30) days after all eligibility requirements are met and required documents and information are received.

More information regarding eligibility, winner selection, and available prizes is further described below. If Sponsor does not receive a response from any Winning Entrant by June 14, 2022, or a Winning Entrant declines the prize or fails to meet Sponsor requirements, such Winning Entrant may be disqualified, and the prize will either be forfeited or awarded to an alternate Entrant. Sponsor's decisions will be final and binding in all matters related to this Contest. Sponsor shall

have no liability for any notification to a Winning Entrant that is lost, intercepted, delayed, or not received by the potential winner for any reason. Odds of winning depend on the number of eligible entries received during the Contest Period.

6. PRIZE WINNERS:

- a. **GRAND PRIZE WINNER.** A Grand Prize Winner will be randomly selected from all eligible Entrants who entered the Contest challenge. One (1) Entrant will receive a grand prize which includes: trip to California (\$3,000 value) in July 2022 which includes Roundtrip flight to California for one person & two (2) nights at a hotel & \$300 per day for meals and transportation for three (3) days; Training session with Dr. Jim Stoppani and other JYM athletes (\$500 value); one (1) year supply of PreJYM & ProJYM (\$1,019.76 value) which is defined as twelve (12) 20-serving tubs of Pre JYM and twelve (12) 2-pound tubs of Pro JYM; one (1) year of BodyFit or an one (1) year extension of BodyFit if already a member (\$47.99 value); JYM Gear Prize Pack (\$56.97 value) includes JYM Legacy Tee (\$19.99 value) & JYM Stainless Steel Shaker (\$26.99 value) & JYM Workout Towel (\$9.99 value); and may be featured on Sponsors' websites, email, and social media platforms, collectively, the "Grand Prize Package". The estimated retail value of the Grand Prize Package is \$4,624.72 USD.
- b. **SECOND PLACE PRIZE WINNER.** A Second Place Prize Winner will be randomly selected from all eligible Entrants who entered the Contest challenge. One (1) Entrant will receive a second place prize which includes: one (1) year supply of PreJYM & ProJYM (\$1,019.76 value) which is defined as twelve (12) 20-serving tubs of Pre JYM and twelve (12) 2-pound tubs of Pro JYM; one (1) year of BodyFit or an one (1) year extension of BodyFit if already a member (\$47.99 value); JYM Gear Prize Pack (\$56.97 value) includes JYM Legacy Tee (\$19.99 value) & JYM Stainless Steel Shaker (\$26.99 value) & JYM Workout Towel (\$9.99 value); and may be featured on Sponsors' websites, email, and social media platforms, collectively, the "Second Place Prize Package". The estimated retail value of the Second Place Prize Package is \$1,124.72 USD.
- c. **THIRD PLACE PRIZE WINNER.** A Third Place Prize Winner will be randomly selected from all eligible Entrants who entered the Contest challenge. One (1) Entrant will receive a third place prize which includes: a six (6) month supply of PreJYM & ProJYM (\$509.88 value) which is defined as six (6) 20-serving tubs of Pre JYM and six (6) 2-pound tubs of Pro JYM; one (1) year of BodyFit or an one (1) year extension of BodyFit if already a member (\$47.99 value); JYM Gear Prize Pack (\$56.97 value) includes JYM Legacy Tee (\$19.99 value) & JYM Stainless Steel Shaker (\$26.99 value) & JYM Workout Towel (\$9.99 value); and may be featured on Sponsors' websites, email, and social media platforms, collectively, the "Third Place Prize Package". The estimated retail value of the Third Place Prize Package is \$614.84 USD.
- d. **RUNNERS UP PRIZE WINNERS.** Six (6) Runners Up will be randomly selected from all eligible Entrants who entered the Contest challenge. Each of the six (6) Runners Up Prize Winners will receive a prize which includes: one (1) year of BodyFit or an one (1) year extension of BodyFit if already a member (\$47.99 value); and may be featured on Sponsors' websites, email, and social media platforms, collectively, the "Runners Up Prize Package(s)". The estimated total retail value for all Runners Up Prize Packages is \$287.94 USD.

The estimated retail value of all the Prizes is \$6,652.22 USD.

7. **PRIZES:** The Grand Prize Package and Runners Up Prize Package(s) are collectively referred to as the "Prize." The value of the Prize set forth above represents Sponsor's good faith determination of the approximate retail value thereof, and the actual fair market value, as ultimately determined by Sponsor, is final and binding and cannot be challenged or appealed. In the event the stated

approximate retail value of a Prize is more than the actual fair market value of that prize, the difference will not be awarded in cash or otherwise. No transfer, substitution, or cash equivalent for any prizes will be permitted, except at the sole discretion of the Sponsor due to unavailability of prizes for any reason, including but not limited to cancellation, scheduling conflicts, or force majeure. Sponsor reserves the right to substitute prizes of equal or greater value.

All prizes are valued in U.S. dollars. Any costs associated with currency exchange are the sole responsibility of the recipient. The prizes do not include taxes, insurance, personal expenses, gratuities, incidental charges, or any other items not specifically described in the Rules and the foregoing are the Winning Entrants' sole responsibility. Winning Entrants are responsible for determining applicability and payment of all taxes. Winning Entrant(s) may transfer the prize(s), but may not sell the prize(s).

INTELLECTUAL PROPERTY: By entering the Contest, posting on social media in connection with the Contest, or using Contest-related hashtags (altogether "Entry UGC"), Entrant grants Sponsor (and those authorized by Sponsor) a royalty-free, worldwide, perpetual, non-exclusive license to publicly display, distribute, reproduce, and create derivative works of the Entry UGC, in whole or in part, in any media now existing or later developed, for any purpose, including, but not limited to, advertising and promotion. If Entrant's voice, likeness, video, or other rights of publicity appear in the Entry UGC, Entrant hereby grants to the Sponsor an irrevocable, royalty-free, worldwide license in perpetuity to use Entrant's rights of publicity in connection with the Entry UGC for any purpose whatsoever including but not limited to the Contest and related activities. Entrant also grants to the Sponsor a license to use his or her name to identify the source of the Entry UGC.

Entrant represents and warrants that he or she has all rights to Entrant's Entries, Entry UGC, and all materials submitted in connection with the Contest. Sponsor will not be required to pay any additional consideration or seek any additional approval in connection with such uses. By submitting an Entry, each Entrant represents and warrants that: (i) the Entry is the original creation of the Entrant (or Entrant's agent); (ii) none of the intellectual property rights in the Entry, Entry UGC, or any portion thereof, has been licensed, assigned, or transferred to anyone that is not Entrant; and (iii) the Entry UGC does not, to Entrant's knowledge, violate any applicable law or regulation or infringe upon the intellectual property rights held by any third party. Without limiting the foregoing, Entry UGC shall not include third party trademarks, logos, insignia, location signage, photographs, artwork, or sculptures, except those of Sponsor. **Note:** Sponsor reserves the right, in its sole discretion, to disqualify any Entry in the Contest if Sponsor views the Entry as potentially infringing, otherwise a violation or potential violation of a third party's rights, or if it deems the Entry to be lacking in taste or quality, or to be otherwise objectionable. No substitutions of Entries will be accepted under any circumstances. Entries will not be returned or acknowledged. Proof of Entry is not considered proof of delivery or receipt of such Entry to Sponsor. Sponsor shall not have liability for any Entry that is lost, intercepted, or not received by Sponsor, for any reason. Any Entry not in one of the accepted formats, as applicable, or not posted within the Enrollment Period will be disqualified. Entrant agrees to hold harmless, defend, and indemnify Sponsor from any and all liabilities, loss, claims, or causes of action, including reasonable attorneys' fees and expenses that may be incurred by Sponsor, arising out of or relating to Entrant's Entries or any other violation of these Rules.

8. **ADDITIONAL REQUIREMENTS:** All Winning Entrants agree to sign any documentation requested by Sponsor, including, without limitation, an Affidavit of Eligibility/Release of Liability/Prize Acceptance Form and Form W-9 when selected and upon presentation of said form(s) by Sponsor. If any document is returned to Sponsor as undeliverable or if Sponsor does not receive a response from any Selected Entrant within seventy-two (72) hours of attempted notification, such Selected Entrant may be disqualified, and the prize may or may not be awarded to an alternate winner. Winning Entrants may be required to participate in media coverage and/or events at Sponsor's request. Should the Winning Entrants be unable or unwilling to fulfill the obligations outlined in these Official Rules, a substitute winner may be named.

- 9. LANGUAGE:** The official version of these Official Rules is the English language version. In the event of contradictions or discrepancies between different language versions of these Official Rules, the English language version takes precedent. Entrants must submit all materials and information in English. Sponsors are not responsible for translation of any Entries or information provided in another language. Failure to submit required information in English may result in disqualification.
- 10. PERSONAL INFORMATION:** Any personal information that Entrants and Winning Entrants submit in connection with the Contest will be collected and used by Sponsor and their authorized agents to administer the Contest and award the prizes. Entrant's personal information may also be used to send additional information about Sponsor, its affiliates, and licensees, in accordance with applicable law and pursuant to its privacy policy available at https://bodybuilding.kustomer.help/en_us/privacy-policy-rkOJgx7cP. Except as set forth herein, Entrant's personal information will not be used for any other purpose and will not be shared with anyone else, unless required by law.
- 11. GENERAL DISCLAIMER AND RELEASE OF LIABILITY:** In consideration of the acceptance of Entrant's Entry in the Contest and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Entrant hereby takes action for themselves, their executors, administrators, agents, representatives, spouse, children, heirs, next of kin, successors, and assigns, and acknowledges and agrees as follows: (a) to be bound by the Official Rules and decisions of Sponsor in any way related to the Contest; (b) that participation in the Contest is voluntary; (c) Entrant is not a minor; (d) Entrant is of sound mind and body and has not been advised otherwise by qualified medical person(s); (e) Entrant possesses all rights and faculties necessary to execute, deliver, and perform this agreement; and (f) certifies that Entrant meets all eligibility requirements as set forth in these Official Rules, which Entrant represents they have read, understand, and agree to.

Sponsor is not responsible for any incorrect or inaccurate Entry information, human error, technical malfunction, failures, omission, interruption, deletion, or defect of any telephone network, computer online systems, computer equipment, servers, access providers, or software, including any injury or damage to Entrant's or any other person's computer relating to or resulting from participation in this Contest; inability to access the Entry website or any pages thereof; theft, tampering, destruction, or unauthorized access to, or alteration of Entries; Entry submissions that are processed late or incorrectly or are incomplete, garbled, or lost due to computer or electronic malfunction or traffic congestion on the Internet or any website. Proof of entering information on website is not considered proof of delivery or receipt. All dates set forth in these Rules are approximate.

NOTWITHSTANDING ANY PROVISION OF THESE CONTEST RULES TO THE CONTRARY, SPONSOR SHALL NOT BE LIABLE TO ENTRANT OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS), EVEN IF SPONSOR HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. Sponsor reserves the right to terminate, withdraw, or amend the Contest and these Official Rules for any reason.

The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity and enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with its terms as if the invalid or illegal provision were not contained herein.

- 12. GOVERNING LAW; JURISDICTION:** This Contest will be governed by and construed in accordance with the laws of the state of Idaho without regard to conflict of law principles. Any controversy arising under, in connection with or in any way relating to this Contest shall be adjudicated before a state or federal court of competent jurisdiction located in Boise, Ada County,

Idaho, U.S.A. Entrant and Sponsor (i) accept, generally and unconditionally, the exclusive jurisdiction of such court and any related appellate court, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Contest, and (ii) irrevocably waives any objection it may now or hereafter have as to the venue of any such suit, action or proceeding brought in such a court or that such court is an inconvenient forum.

- 13. WINNER ACKNOWLEDGEMENT:** After June 23, 2022, Entrants may request a Winner acknowledgement by mailing a self-addressed stamped envelope to Bodybuilding.com, c/o BBcom x JYM Summer Sweepstakes Winners List, 9169 W. State Street, #510, Boise, Idaho 83714. All requests must be received by Sponsor within six (6) weeks after the end of the Contest Period.