

**BSN FLEX FRIDAY INSTAGRAM CONTEST  
OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT IMPROVE YOUR CHANCE OF WINNING.**

1. **Eligibility:** The “BSN Flex Friday Instagram Contest” (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.) who are at least eighteen (18) years of age, or the age of majority in Contestant’s place of residence, at the time of entry (“Contestant” or “you”). All Contestants must have a publicly viewable Instagram account for the duration of the Contest. Membership to Instagram is free. Employees, contractors, members, and agents of Bodybuilding.com, BSN, and Liberty Media Corporation, 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 individual are ineligible. Only one (1) entry per person will be accepted. If a Contestant submits multiple entries, the earliest will be accepted and the others will be discarded. In order to be eligible, Contestant must follow these Rules. Failure to comply with these Rules may result in ineligibility of Contestant. **Contest is void where prohibited or restricted by law.**
2. **Sponsors:** This Contest is sponsored by BSN, Inc. (“BSN”) located at 5901 Broken Sound Parkway NW, 6<sup>th</sup> Floor, Suite 600, Boca Raton, FL 33487 and Bodybuilding.com, LLC (“Bodybuilding.com”) located at 5777 N. Meeker Ave., Boise, Idaho 83713 (“Sponsor”). *This promotion is not sponsored, endorsed, or administered by or associated with Instagram.*
3. **Enrollment Period:** The Contest Enrollment Period begins at approximately 12:01 am MDT on November 17, 2016 and ends at approximately 11:59 pm MDT on November 19, 2016 (the “Enrollment Period”).
4. **How to Enter:** During the Enrollment Period, Contestant must: (a) post a picture or video of Contestant flexing on Instagram with the following hashtag in the caption: #BSNflexfriday; (b) tag @bodybuildingcom and @bsnsupplements (the “Entry”). Contestant acknowledges and agrees that use of Instagram is subject to Instagram’s Terms of Use at <http://instagram.com/about/legal/terms/#> and any other relevant rules, policies, and regulations.

Entries may not contain material which is (or promotes activities which are) in Sponsor's sole discretion, hateful, slanderous, libelous, tortious, sexually explicit, obscene, pornographic, inappropriate, violent, discriminatory (based on race, sex, religion, natural origin, physical disability, sexual orientation or age), illegal, offensive, threatening, profane, or harassing; or contain material that is threatening to any person, place, business or group.

By entering into this Contest, each Contestant represents and warrants that (i) Contestant's Entry is original; (ii) that the Entry does not violate the rights of any third party or infringe or violate any law and, as of the date of the Entry, is not the subject of any actual or threatened litigation or claim; and (iii) the Entry does not and will not violate any applicable laws. Without limiting the foregoing, Entry 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.

5. **Winner Selection:** On or about November 22, 2016, one (1) grand prize winner (“Grand Prize Winner”) and ten (10) runner-up winners (“Runner-Up Winners”) will be selected by Sponsor from among all eligible Entries using the Judging Criteria below. The Grand Prize Winner and Runner-Up Winners may be collectively referred to as “Winners.” Winners will be contacted via Instagram using the name under which Contestant submitted their Entry. If Sponsor does not receive a response from any Winner within seventy-two (72) hours of Sponsor’s notification to Winner, or a Winner declines the prize or fails to meet Sponsor requirements, such Winner may be disqualified and the prize will either be forfeited or awarded to an alternate Contestant. Sponsor’s decisions will be final and binding in all matters related to this Contest. Contestants must have a publicly-viewable Instagram account for the duration of the Contest. Winners will be notified through Instagram using the Instagram username associated with the entry. Sponsor shall have no liability for any notification to Winner that is lost, intercepted, delayed, or not received by the potential winner for any reason.
6. **Judging Criteria:** All eligible Entries will be judged by Sponsor, in its sole discretion, and whose decisions are final and binding in all matters relating to the Contest. Submissions will be judged based on the creativity, originality, and quality of Contestant’s Entry (“Judging Criteria”).

7. **Prizes:**

The Grand Prize Winner will receive one (1) \$250.00 USD Under Armour gift card.

Each Runner-Up Winner will receive one (1) 2.91 lb. container of BSN Syntha-6 protein. The approximate retail value of each container of protein is \$29.58 USD.

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. Any remaining components of the prize will be awarded and the Sponsors’ obligation to the Winners will be fulfilled, and no additional compensation will be provided. Sponsor reserves the right to substitute prizes of equal or greater value.

The prizes do not include taxes, insurance, personal expenses, gratuities, incidental charges, or any other items not specifically described in these Official Rules and all expenses for any of the foregoing are the sole responsibility of the Winners. The Winners are responsible for reporting and paying all federal, state, and local taxes. Sponsor reserves the right to transfer, substitute prizes, or provide a cash equivalent for any prizes. Sponsor may substitute prizes of equal or greater value.

As a condition to receiving a prize, the Winners must sign any documentation requested by Sponsor, including, without limitation an Affidavit of Eligibility / Release of Liability / Prize Acceptance Form and show proof of residency and valid identification immediately within five (5) days of issuance of notification. If any document is returned to Sponsor as undeliverable or if Sponsor does not receive a response from any Winner(s) within five (5) business days of attempted notification, or a Winner declines the prize or fails to meet Sponsor requirements, such Winner(s) may be disqualified and the prize will either be forfeited or awarded to an alternate Contestant.

8. **Personal Information:** Any personal information that the Contestant submits in connection with the Contest will be collected and used by the Sponsor and its authorized agents to administer the Contest and to award prizes. Contestant’s personal information may also be used to send additional information about Sponsor, affiliates and licensees, and each of their respective products and programs. Except as set forth herein, a Contestant’s personal information will not be used for any other purpose and will not be shared with anyone else unless required by law.

9. **General Disclaimer and Release of Liability:** By entering, Contestant agrees: (a) to release Instagram, Sponsor and its agents from all liability, loss or damage arising out of or relating to the Contest, including with respect to the Contest, interpretation of these Rules, decisions by the judges, and Contestants' acceptance and use/misuse of the prize; (b) to be bound by these Rules; and (c) that Sponsor, its affiliates and licensees may use Contestant's name(s), likeness, biographical information, social media username, the images, personal information, and statements made by Contestant to Sponsor, the Entry(s) in whole or in part in any and all media for any purpose, including without limitation advertising and promotional purposes, as well as in, or in connection with the Contest and/or other promotions conducted by Sponsor, and information on the entry form for advertising and promotional purposes in all media worldwide without additional compensation. Contestant irrevocably grants to Sponsor the right, in its sole discretion, to edit, composite, morph, scan, duplicate, alter, publish, modify, copyright, or otherwise use each Entry for any purpose which Sponsor deems necessary or desirable (including, without limitation, posting on its Site), and each Contestant irrevocably waives any and all rights Contestant may have therein. Sponsor does not make any warranty, representation or guarantee, express or implied, in fact or in law, relative to the use of any prize, including, without limitation, quality, merchantability and fitness for a particular purpose.

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 Contestant's or any other persons', 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; entries 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. Contestant agrees proof of entering information at website is not considered proof of delivery or receipt. All dates set forth in these Rules are approximate.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, SPONSOR SHALL NOT BE LIABLE TO CONTESTANT 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, suspend, withdraw or amend the Contest 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.

10. **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. Contestant and Sponsor: (i) accept, generally and unconditionally, the exclusive jurisdiction of such court and any related appellate court, and irrevocably agree to be bound by any judgment rendered thereby in connection with this Contest, and (ii) irrevocably waive 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.
11. **Language:** The official version of these Rules is the English language version. In the event of contradictions or discrepancies between different language versions of these Rules, the English language version takes precedent. Contestants must submit all materials and information in

English. Sponsor is not responsible for translation of any submissions or information provided in another language. Failure to submit required information in English may result in disqualification.

12. **Winners' List:** After December 6, 2016, Contestants may request a Winners' List by mailing a self-addressed stamped envelope to Bodybuilding.com, c/o BSN Flex Friday Instagram Contest, 5777 N. Meeker Ave., Boise, Idaho 83713. All requests must be received by Sponsor within six (6) weeks after the end of the Enrollment Period.