

JYM INSTAGRAM GIVEAWAY
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 "JYM Instagram Giveaway" (the "Giveaway") 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 Entrant's place of residence, at the time of entry ("Entrant" or "you"). Employees, contractors, members, and agents of Bodybuilding.com, JYM Supplement Science, and Expedia Group, 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 an Entrant submits multiple entries, the earliest will be accepted and the others will be discarded. In order to be eligible, Entrant must follow these Rules. Failure to comply with these Rules may result in ineligibility of Entrant. **Giveaway is void where prohibited or restricted by law.**
2. **Sponsors:** This Giveaway is sponsored by Vitalize, LLC d/b/a Bodybuilding.com located at 5777 N. Meeker Ave., Boise, Idaho 83713 ("Bodybuilding.com") and PhD Fitness dba JYM Supplement Science located at 622 Lillian Way, Los Angeles, CA 90004 ("JYM") (collectively, "Sponsor"). *This promotion is not sponsored, endorsed, or administered by or associated with Instagram.*
3. **Enrollment Period:** The Giveaway Enrollment Period begins at approximately 12:00 AM MT on December 3, 2019 and ends at approximately 11:59 PM MT on December 6 ,2019 (the "Enrollment Period").
4. **How to Enter:** During the Enrollment Period, Bodybuilding.com (@bodybuildingcom) will post a photo on Instagram ("Giveaway Photo"). To enter, Entrant must: (a) tag one (1) friend, (b) like the JYM Instagram Giveaway Photo posted by @bodybuildingcom, and (c) follow @JYMsupps, @Jimstoppani, and @bodybuildingcom (the "Entry"). Only one (1) Entry per person will be accepted. Entrant 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, illegal, offensive, threatening, profane, or harassing; or contain material that is threatening to any person, place, business, or group. 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 posted within the Enrollment Period will be disqualified.

5. **Winner Selection:** On or about December 31, 2019, one (1) winner ("Winner") and the friend they tagged will be randomly selected by Sponsor from among all eligible Entries. The Winner will be contacted via direct message on Instagram using the name/Instagram handle under which Entrant 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 may either be forfeited or awarded to an alternate Entrant. Sponsor's decisions will be final and binding in all matters related to this Giveaway. 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. **Prize Pack:**

The Winner and the friend they tagged will each receive the following prize:

- One (1) Year Supply of Pre JYM, consisting of twelve (12) 20 servings size Pre JYM product – approximate value per product is \$37.99 USD

Collectively, the above is referred to in these Official Rules as the “Prize”. The approximate retail value of the total Prize package is approximately \$910.00 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 the prize for any reason, including but not limited to cancellation, scheduling conflicts, or force majeure. Sponsor may substitute prizes of equal or greater value. The Prize does 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 Winner. The Winner is responsible for reporting and paying all federal, state, and local taxes applicable to Winner's receipt of the Prize.

As a condition to receiving a Prize, the Winner 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 within twenty-four (24) hours of request from Sponsor. If any document is returned to Sponsor as undeliverable, such Winner(s) may be disqualified and the Prize may either be forfeited or awarded to an alternate Entrant.

7. **Personal Information:** Any personal information that the Entrant submits in connection with the Giveaway will be collected and used by the Sponsor and its authorized agents to administer the Giveaway and to award the Prize. Entrant'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, an Entrant's personal information will not be used for any other purpose and will not be shared with anyone else unless required by law.
8. **General Disclaimer and Release of Liability:** By entering, Entrant agrees: (a) to release Instagram, Sponsor, and their agents from all liability, loss, or damage arising out of or relating to the Giveaway, including with respect to the Giveaway, interpretation of these Rules and Entrant's acceptance and use/misuse of the Prize; (b) to be bound by these Rules; and (c) that Sponsor, its affiliates, and licensees may use Entrant's name(s), likeness, biographical information, social media username, images, personal information, statements made by Entrant to Sponsor, and the Entry(ies) 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 Giveaway 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. Entrant 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 Entrant irrevocably waives any and all rights Entrant 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, or fitness for a particular purpose.

Sponsor is not responsible for any incorrect or inaccurate entry information, human error, technical malfunction, failure, 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 persons', computer relating to or resulting from participation in this Giveaway; 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. Entrant 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 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, suspend, withdraw, or amend the Giveaway 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.

9. **Governing Law; Jurisdiction:** This Giveaway 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 Giveaway shall be adjudicated before a state or federal court of competent jurisdiction located in Boise, Ada County, Idaho. Entrant 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 Giveaway, 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.
10. **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. Entrants 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.
11. **Winners' List:** After January 5, 2020, Entrants may request a Winners' List by mailing a self-addressed stamped envelope to Bodybuilding.com, c/o JYM Instagram Giveaway, 5777 N. Meeker Ave., Boise, ID 83713. All requests must be received by Sponsor within six (6) weeks after the end of the Enrollment Period.