

**#ITSABOUTWHATINSIDE PHOTO GIVEAWAY
OFFICIAL RULES**

NO PURCHASE NECESSARY

1. **Eligibility:** The #ItsAboutWhatsInside Photo 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 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.**
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3. **Sponsors:** This Giveaway is sponsored by Vitalize, LLC d/b/a Bodybuilding.com located at 5777 N. Meeker Ave., Boise, Idaho 83713 ("Bodybuilding.com" or "Sponsor"). *This promotion is not sponsored, endorsed, or administered by or associated with Instagram or Facebook.*
4. **Enrollment Period:** The Giveaway Enrollment Period begins at approximately 12:01 am MT on December 15, 2019 and ends at approximately 11:59 pm MT on January 31, 2020 (the "Enrollment Period").
5. **How to Enter:** During the Enrollment Period, Entrant must upload their Submission (defined below) through Instagram or Facebook using the hashtags #bpartofthefamily and #itsaboutwhatsinside, and tag @bodybuildingcom. All submissions must be publicly viewable to be eligible for the Giveaway. Only one entry per person will be accepted; all subsequent entries will be disregarded and Sponsor reserves the right to disqualify any Entrant in their sole discretion. False, deceptive or incomplete entries shall render the Entrant ineligible.
6. **Photos:** By submitting a photo, Entrant assigns all right, title and interest to Sponsor and on their behalf or on behalf of the copyright holder (if different from Entrant). Sponsor is not obligated to publish a credit to the original copyright holder for the publication of the photo. Entrant agrees to hold Sponsor harmless, defend, and indemnify Sponsor from any and all liabilities, loss, claims, or causes of actions, including reasonable attorneys' fees and expenses that may be incurred by Sponsor, arising out of or relating to Entrant's breach of any representation or warranty related to the photo or any other violation of these Rules.
7. **Submission Requirements:** Upload a photo through Instagram or Facebook of your fitness journey, and include in the caption: 1) an explanation of how far you have come in your journey, and 2) any health-related advice you would give yourself ten years ago. Submissions 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 Giveaway, each Entrant represents and warrants that (i) Entrant's Submission is original; (ii) that the Submission does not violate the rights of any third party or infringe or violate any law and, as of the date of the Submission, is not the subject of any actual or threatened litigation or claim; and (iii) the Submission does not and will not violate any applicable laws. Without limiting the foregoing, Submission 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 Submission in the Giveaway if Sponsor views the Submission as potentially infringing, otherwise a violation or potential violation of a third party's rights, or if it deems the Submission to be lacking in taste or quality, or to be otherwise objectionable. No substitutions of Submissions will be accepted under any circumstances. Submissions will not be returned or acknowledged. Proof of submission is not considered proof of delivery or receipt of such Submission to Sponsor. Sponsor shall not have liability for any entry that is lost, intercepted, or not received by Sponsor, for any reason. Any submission not in one of the accepted formats, as applicable, or not posted within the Enrollment Period will be disqualified.

- 8. Judging Criteria:** All eligible Submissions will be judged by Sponsor, in its sole discretion, and whose decisions are final and binding in all matters relating to the Giveaway. Submissions will be judged based on the following criteria: (a) creativity and originality of Entrant's costume, and (b) quality of Entrant's photograph ("Judging Criteria").
- 9. Winner Selection:** On or about February 14, 2020, three (3) winners (one (1) First Place Winner, one (1) Second Place Winner, and one (1) Third Place Winner), ("Winners") will be randomly selected by Sponsor from among all eligible Entries. The Winners 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.
- 10. Prizes:** The First Place Winner will receive three hundred dollars (\$300 USD) in Bodybuilding.com in-store credit, the Second Place Winner will receive two hundred dollars (\$200 USD) in Bodybuilding.com in-store credit, and the Third Place Winner will receive one hundred dollars (\$100 USD) in Bodybuilding.com in-store credit. The total approximate retail value of all the prizes is \$600 (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 Selected 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 Rules and all expenses for any of the foregoing are the sole responsibility of the Selected Winners. The Selected 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 Selected Winners must sign any documentation requested by Sponsor, including, without limitation an Affidavit of Eligibility / Release of Liability / Prize Acceptance Form, 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 Selected Winner(s) within three (3) business days of attempted notification, or a Selected Winner declines the prize or fails to meet Sponsor requirements, such Selected Winner may be disqualified and the prize will either be forfeited or awarded to an alternate Entrant.

- 11. 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 prizes. 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.

- 12. General Disclaimer and Release of Liability:** By entering, Entrant agrees: (a) to release Instagram, Facebook, Sponsor and its 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, decisions by the judges, and Entrants' 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, the images, personal information, and statements made by Entrant to Sponsor, the Submission(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 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 Submission 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 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 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; 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. 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 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.

- 13. 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.

14. Winners' List: After February 14, 2020, Entrants may request a Winners' List by mailing a self-addressed stamped envelope to Bodybuilding.com, c/o #ItsAboutWhatsInside Photo Giveaway Winners' List, 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.