

9ROUND MAX OUT WORKOUT SWEEPSTAKES (JANUARY 2020)
Official Terms and Conditions

NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE. THE PURCHASE OF ANY GOOD OR SERVICE WILL NOT INCREASE YOUR CHANCES OF WINNING. THE 9ROUND MAX OUT WORKOUT SWEEPSTAKES (JANUARY, 23, 2020) (THE “SWEEPSTAKES”) IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW. PARTICIPATION CONSTITUTES ENTRANT’S FULL AND UNCONDITIONAL AGREEMENT TO AND ACCEPTANCE OF THESE OFFICIAL RULES (“RULES”). ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY.

THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH FACEBOOK OR INSTAGRAM. You understand that you are providing your information to Sponsor and not to Facebook or Instagram.

SPONSOR. This Sweepstakes is sponsored by 9Round Franchising, LLC, 847 NE Main Street, Simpsonville, SC 29681 (“Sponsor”).

ENTRY PERIOD. The Sweepstakes begins at 6:00 AM ET on January 23, 2020 and ends at 11:59 PM ET on January 23, 2020, with the random winner(s) being drawn on or around 10:00 AM ET on January 24, 2020 (the “Sweepstakes Period”). One winner will be selected for each of the two (2) prize items; one winner will be selected from entries on Facebook, and the other winner will be selected from entries on Instagram. Entrants can submit multiple entries subject to the terms and conditions herein and all applicable laws. All entries must be received during the Sweepstakes Period. No entries into the Sweepstakes will be accepted before or after the Sweepstakes Period.

ELIGIBILITY. The Sweepstakes is open to legal residents of the continental United States of America including the District of Columbia (excluding Hawaii, Alaska & Puerto Rico). You must be at least 18 years of age or older at the beginning of the Sweepstakes Period to be eligible to participate in the Sweepstakes. Employees, officers, and directors of Sponsor, and their affiliates, subsidiaries, sales representatives, wholesalers, distributors, retailers, parent companies, advertising agencies, promotional and marketing agencies, search engine optimization agencies, any of their respective agents (collectively “Sponsor Entities”) and the immediate family members of each or persons with whom such employees are domiciled are not eligible to enter or win the Sweepstakes. The Sweepstakes is subject to all applicable federal, state and local laws and regulations.

HOW TO ENTER. Enter the Sweepstakes by commenting on the specified post on Sponsor’s official Instagram or Facebook account during the Sweepstakes Period. The date and time your entry is completed constitutes the official time of your entry for purposes of the Sweepstakes. No electronically mass-produced entries allowed. Mass produced entries will invalidate all your entries. You can only be selected a Winner (defined below) once.

You will take all further acts necessary to effectuate the intent of these Rules, including, without limitation, executing and delivering to Sponsor, all such agreements, contracts and any other documents to confirm Sponsor’s ownership of the entries. Sponsor reserves the right to, and at its sole discretion may, reject any entry for failure to comply with these entry requirements and/or the Rules.

PERSONAL DATA. By participating in the Sweepstakes and providing their email address, entrants hereby agree to Sponsor’s collection and use of their personal information and acknowledge that they have read and accepted Sponsor’s Privacy Policy at: www.9round.com/privacy.

WARRANTIES AND CONSENTS. By completing and submitting an entry, you: (a) represent and warrant that (i) you have read and agreed to be bound by these Rules (ii) based on the Rules, you are eligible to participate in the Sweepstakes, and (iii) all of the information provided as part of your entry is accurate, does not violate any third party's legal rights (including without limitation rights of privacy and publicity), and otherwise does not violate applicable law; (b) consent to the use of your name and/or likeness by Sponsor for promotional purposes (whether online, in print or through any other media now known or hereafter developed) without additional compensation or authorization unless prohibited by law; and (c) agree to be bound by the interpretations of these Rules by Sponsor, which are final in all matters relating to the Sweepstakes.

WINNER SELECTION AND NOTIFICATION; ODDS. Winners for each of the two (2) prizes will be selected via a random drawing from the pools of eligible entries received for the prize option by Sponsor during the Sweepstakes Period. One Winner will be selected from the pool of eligible Facebook entries, and the other Winner will be selected from the pool of eligible Instagram entries. Illegible, late, altered, counterfeit, defective, damaged, copied or reproduced entries will not be accepted. The Winners will be notified on or about August 23, 2020, via direct message on Facebook or Instagram. In order to receive the prize, Winner must reply to Sponsor's attempt to reach them within 48 hours of first correspondence.

If the Winner fails to return the required documentation before 5:00 pm Eastern Time on each of the Prize deadlines as denoted above, the Winner will forfeit the Prize and an alternate Winner will be selected in accordance with these Rules. The odds of winning a Prize are dependent upon the number of eligible entries received by Sponsor.

In the event of a dispute as to the identity of an entrant, the submission will be declared made by the authorized account holder of the e-mail address used at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning e-mail addresses.

POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

PRIZE. Sponsor will award TWO prizes (the "Prize"). Two (2) Winners will be randomly selected from eligible entries, as specified above, to receive one of the following Prizes:

Winner 1/Prize 1: One (a) pair of 9Round-branded boxing gloves; color and style of all items to be selected by 9Round, one (1) pair of 9Round-branded hand wraps; color and style of all items to be selected by 9Round, and one (1) 9Round-branded t-shirt; color and style of all items to be selected by 9Round

Winner 2/Prize 2: One (a) pair of 9Round-branded boxing gloves; color and style of all items to be selected by 9Round, one (1) pair of 9Round-branded hand wraps; color and style of all items to be selected by 9Round, and one (1) 9Round-branded t-shirt; color and style of all items to be selected by 9Round

Total Approximate Retail Value ("ARV") of all Prizes is \$50.00.

PRIZE RESTRICTIONS. The Prizes cannot be transferred, substituted, or redeemed for cash. Sponsor shall have no responsibility or obligation to the Winner or potential Winner who is unable to accept or utilize any of the Prizes as described herein. In the case of the Winner's forfeiture of a Prize, Sponsor may select another winner per these Rules. Sponsor reserves the right to substitute a prize of equal or greater value should the advertised prize be unavailable. The Winner is responsible for the reporting and payment of all applicable federal, state and local taxes (including income taxes) associated with the Prize and will and hereby does hold Sponsor harmless from liability for failure to timely report and/or pay such taxes. Sponsor shall have no responsibility or obligation to the Winner or potential Winner who is unable to accept or utilize the Prize as described herein.

GENERAL TERMS. Sponsor is not responsible for anything outside of its reasonable control. Sponsor assumes no responsibility for incorrect or inaccurate entry information whether caused by any of the equipment or programming associated with or utilized in this Sweepstakes or by any human error which may occur in the processing of the entries in this Sweepstakes including, without limitation, any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any email or servers on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, or any incomplete, lost, late, delayed, misdirected or garbled entries or failure to receive entries, including, without limitation, any injury or damage to your or any other person's computer related to or resulting from participation or downloading any materials or software or attempts to participate in or download materials or software related to this Sweepstakes. Sponsor is not responsible for any typographical or other error in the printing of the Sweepstakes, administration of the Sweepstakes, or in the announcement of the Prize and the Winner. If in the judgment of Sponsor, the Sweepstakes is compromised by virus, bugs, non-authorized human intervention or other causes beyond the control of Sponsor, which corrupts the administration, security, fairness or proper play of the Sweepstakes, Sponsor reserves the right, in its sole discretion to discontinue, suspend, terminate or modify the Sweepstakes. In the event of any such discontinuation, suspension, termination or modification, the winners of any remaining prizes not yet won will be determined from among all eligible entries received to date that are unaffected by the problem, in a random drawing to be conducted by the judges following the discontinuation, suspension, termination or modification of the Sweepstakes. Any attempt to defraud Sponsor will be prosecuted and will result in disqualification and forfeiture of prize. **This Sweepstakes is void where prohibited.**

CAUTION: ANY ATTEMPT BY YOU TO DELIBERATELY DAMAGE THE 9ROUND WEBSITE OR ITS SOCIAL CHANNELS (FACEBOOK, INSTAGRAM, LINKEDIN, TWITTER) OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM YOU TO THE FULLEST EXTENT PERMITTED BY LAW. THE SOUTH CAROLINA COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE SWEEPSTAKES AND THE LAWS OF THE STATE OF SOUTH CAROLINA SHALL GOVERN THE SWEEPSTAKES. BY PARTICIPATING IN THE SWEEPSTAKES, YOU WAIVE ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND SUBMIT TO THE JURISDICTION OF THESE COURTS.

PUBLICITY; PRESS RELEASES. You may not issue press releases or other publicity in connection with your participation in the Sweepstakes.

EXCEPT WHERE PROHIBITED BY LAW, PARTICIPATION IN THE CONTEST CONSTITUTES YOUR GRANT TO SPONSOR (WHICH GRANT WILL BE CONFIRMED IN WRITING ON REQUEST OF SPONSOR) THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST, AND USE, WORLD WIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, INCLUDING BUT

NOT LIMITED TO THE WORLD WIDE WEB, AT ANY TIME OR TIMES, YOUR ENTRY, NAME, PORTRAIT, PICTURE, OPINIONS AND BIOGRAPHICAL INFORMATION (INCLUDING BUT NOT LIMITED TO HOMETOWN AND STATE) FOR ADVERTISING, TRADE, AND PROMOTIONAL PURPOSES WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION, OR NOTIFICATION.

INDEMNIFICATION. By entering the Sweepstakes, you agree to indemnify, defend (at Sponsor's, Sponsor's Entities, or Facebook's or Instagram's option, as applicable), and hold harmless Sponsor, Sponsor's Entities, Facebook, Instagram, and their respective officers, directors, partners, members, shareholders, executors, family members, heirs and assigns from and against any and all liability, damages or causes of action (however named or described), with respect to or arising out of either (i) your participation in the Sweepstakes including without limitation, the breach of violation of your representations and warranties; and/or (ii) the receipt, redemption or use of the Prize(s) awarded in the Sweepstakes. You shall release all rights to bring any claim, action or proceeding against Sponsor, Sponsor's Entities, Facebook, or Instagram and further covenant not to sue Sponsor, Facebook, or Instagram, and hereby acknowledge that neither Sponsor, Sponsor's Entities, Facebook, or Instagram has made or is in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Sweepstakes or the Prizes.

DISCLAIMER OF WARRANTIES. SPONSOR IS PROVIDING THE SWEEPSTAKES ON AN "AS IS" AND "AS AVAILABLE" BASIS. SPONSOR DOES NOT REPRESENT OR WARRANT THAT THE SWEEPSTAKES OR THE TECHNOLOGY USED TO PROVIDE IT: (I) WILL BE UNINTERRUPTED OR SECURE, (II) WILL BE FREE OF DEFECTS, INACCURACIES OR ERRORS, OR (III) WILL MEET YOUR REQUIREMENTS OR ENABLE YOU TO PARTICIPATE IN IT. SPONSOR MAKES NO WARRANTIES OTHER THAN THOSE MADE EXPRESSLY IN THESE RULES, AND HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT.

DISPUTES. EXCEPT WHERE PROHIBITED, YOU AGREE THAT ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF, OR CONNECTED WITH, THE SWEEPSTAKES OR ANY PRIZE AWARDED SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY THE APPROPRIATE COURT LOCATED IN GREENVILLE COUNTY, SOUTH CAROLINA. ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES, YOUR RIGHTS AND OBLIGATIONS, OR THE RIGHTS AND OBLIGATIONS OF SPONSOR IN CONNECTION WITH THE SWEEPSTAKES, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF SOUTH CAROLINA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES (WHETHER OF THE STATE OF SOUTH CAROLINA OR ANY OTHER JURISDICTION), WHICH WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF SOUTH CAROLINA.

LIMITATION OF LIABILITY. SPONSOR WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES ARISING OUT OF, RELATING TO OR CONNECTED WITH THE SWEEPSTAKES, INCLUDING, BUT NOT LIMITED TO, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES WHETHER OR NOT SUCH DAMAGES ARE RELATED TO LOST PROFITS, LOST DATA OR LOSS OF GOODWILL, AND WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, REGARDLESS OF THE CAUSE OF ACTION ON WHICH THEY ARE BASED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING.

LEGAL RIGHTS. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS PROVIDED ABOVE OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

REQUEST FOR RULES AND/OR THE NAME OF THE WINNERS. For a copy of these Rules and/or the names of the Winners, send a self-addressed stamped envelope to: 847 NE Main Street, Simpsonville, SC 29681. Requests must be postmarked by September 23, 2020.

WAIVER. No failure or delay by a party in exercising any right, power, or privilege under these Rules will operate as a waiver thereof. No waiver of any provision of these Rules, or any rights or obligations of either party under these Rules, shall be effective, except pursuant to a written instrument signed by the party waiving compliance, and any such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing.

SEVERABILITY. Any provision of these Rules that is found invalid or unenforceable pursuant to judicial decree or decision shall be ineffective to the extent of such invalidity or unenforceability, and the remainder of these Rules shall remain valid and enforceable according to their terms. If any provision of these Rules is so broad as to be unenforceable, the provision shall be interpreted to be only as broad as is enforceable.