

# YMCA RESET Challenge Giveaway Official

## Official Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

## Eligibility

The Contest is open to participants in the RESET Challenge, who are at least eighteen (18) years of age at the time of play. This Giveaway is subject to all applicable federal, state, and local laws and regulations and is void where prohibited or restricted by law.

## Sponsor

The Giveaway is sponsored by YMCA of Greater Cincinnati, 1105 Elm Street, Cincinnati, Ohio 45202.

## Agreement to Official Rules

Participation in the Giveaway constitutes entrants' full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning the prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

## Entry Period

RESET Challenge begins on February 13 at 12:00 AM EST and ends on March 5, 2023 (the "Entry Period"). Completion of the Bingo Board Submission Form online at [stronglife.org](http://stronglife.org) enters participant into weekly drawing. Entries into Weekly Prize drawing must be received by February 19<sup>th</sup> (Week 1), February 26<sup>th</sup> (Week 2), and March 5<sup>th</sup> (Week 3) at close of business.

## How to Enter

**Stop by the Welcome Center at the local participating YMCA or visit our website at [Stronglife.org/reset2023](http://Stronglife.org/reset2023) and follow the directions provided. All entries become the property of Sponsor and will not be acknowledged or returned.**

**Submission of the Bingo Board Submission Form dictates entries into the weekly drawing, maximum one (1) per week**

## Prizes:

- Weekly: \$50 Gift Card for gas, groceries, or Target
- Grand: Workout Training Duffel Bag, Hydro Flask Water Bottle, Workout Log Book, \$150 Dick's Sporting Goods Gift Card

**Odds of winning depend on the number of eligible entries**

## Selection of Winners

On or about February 20<sup>th</sup>, 27<sup>th</sup>, and March 6<sup>th</sup>, 2023, the Sponsor will select a potential winner in a random drawing from among all eligible entries received. The odds of being selected depend on the number of entries received. Five (5) winners will be selected

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per week and five (5) winners will be selected for the Grand Prize drawing. The Sponsor will attempt to notify the potential winner by phone and/or email on or about March 8, 2023. If the potential winner cannot be contacted within five (5) days after the date of the first attempt to contact him/her or fails to reply within the required time period (if applicable), the potential winner forfeits the prize and the Sponsor may select an alternate potential winner in his/her place at random from the remaining non-winning, eligible entries. Potential winners must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. Prizes will be fulfilled approximately 1-2 weeks after the conclusion of the contest.

## Redemption of Prizes

Prize will be redeemed via United States Postal Services, in accordance with these Official Rules. **Prize is guaranteed to be awarded. Prize is not redeemable for cash. Sponsor reserves the right to award a substitute prize of equal or greater value if a prize is unavailable or cannot be awarded, in whole or in part, for any reason. The estimated retail value of the prize represents Sponsor's good faith determination, which is legal and binding and cannot be appealed. If the actual value of the prize turns out to be less than stated estimates, the difference will not be awarded in cash. Sponsor makes no representation or warranty concerning the appearance, safety, or performance of any prize awarded. Restrictions, conditions, and limitations may apply. Sponsor will not replace lost or stolen prize items**

## General Condition

In the event that the operation, security, or administration of the Giveaway is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Giveaway is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the Giveaway to address the impairment and then resume the Giveaway in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Giveaway and, in the event of termination, award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Giveaway or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the website or undermine the legitimate operation of the Giveaway may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

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## **Release and Limitations of Liability**

BY PARTICIPATING IN THE GIVEAWAY, ENTRANTS AGREE TO RELEASE AND HOLD HARMLESS THE SPONSOR, AND EACH OF THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, ADVERTISING AND GIVEAWAY AGENCIES, OTHER COMPANIES ASSOCIATED WITH THE GIVEAWAY, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, REPRESENTATIVES, AND AGENTS (THE RELEASED PARTIES) FROM AND AGAINST ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF PARTICIPATION IN THE GIVEAWAY OR RECEIPT OR USE OF THE PRIZE (INCLUDING ANY TRAVEL OR ACTIVITY RELATED THERETO), INCLUDING, BUT NOT LIMITED TO: (A) ANY TECHNICAL ERRORS ASSOCIATED WITH THE GIVEAWAY, INCLUDING LOST, INTERRUPTED OR UNAVAILABLE INTERNET SERVICE PROVIDER (ISP), NETWORK, SERVER, WIRELESS SERVICE PROVIDER, OR OTHER CONNECTIONS, AVAILABILITY OR ACCESSIBILITY OR MISCOMMUNICATIONS OR FAILED COMPUTER, SATELLITE, TELEPHONE, CELLULAR TOWER OR CABLE TRANSMISSIONS, LINES, OR TECHNICAL FAILURE OR JUMBLED, SCRAMBLED, DELAYED, OR MISDIRECTED TRANSMISSIONS OR COMPUTER HARDWARE OR SOFTWARE MALFUNCTIONS, FAILURES OR DIFFICULTIES; (B) UNAUTHORIZED HUMAN INTERVENTION IN THE GIVEAWAY; (C) MECHANICAL, NETWORK, ELECTRONIC, COMPUTER, HUMAN, PRINTING OR TYPOGRAPHICAL ERRORS; (D) APPLICATION DOWNLOADS, (E) ANY OTHER ERRORS OR PROBLEMS IN CONNECTION WITH THE GIVEAWAY, INCLUDING, WITHOUT LIMITATION, ERRORS THAT MAY OCCUR IN THE ADMINISTRATION OF THE GIVEAWAY, THE ANNOUNCEMENT OF THE WINNER, THE CANCELLATION OR POSTPONEMENT OF THE EVENT, IF APPLICABLE, THE INCORRECT DOWNLOADING OF

THE APPLICATION THE PROCESSING OF ENTRIES APPLICATION DOWNLOADS OR IN ANY GIVEAWAY-RELATED MATERIALS; OR (F) INJURY, DEATH, LOSSES OR DAMAGES OF ANY KIND, TO PERSONS OR PROPERTY WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM ENTRANTS PARTICIPATION IN THE GIVEAWAY OR ACCEPTANCE, RECEIPT OR MISUSE OF THE PRIZE (INCLUDING ANY TRAVEL OR ACTIVITY RELATED THERE TO). ENTRANT FURTHER AGREES THAT IN ANY CAUSE OF ACTION, THE RELEASED PARTIES LIABILITY WILL BE LIMITED TO THE COST OF ENTERING AND PARTICIPATING IN THE GIVEAWAY, AND IN NO EVENT SHALL THE ENTRANT BE ENTITLED TO RECEIVE ATTORNEYS' FEES. RELEASED PARTIES ARE ALSO NOT RESPONSIBLE FOR ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY SITE USERS, TAMPERING, HACKING, OR BY ANY EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE GIVEAWAY. ENTRANT WAIVES THE RIGHT TO CLAIM ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, PUNITIVE, CONSEQUENTIAL, DIRECT, OR INDIRECT DAMAGES.

## **Disputes**

Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Giveaway or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in OH. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Giveaway, shall be governed by, and construed in accordance with, the laws of OH without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than OH.

**Privacy**

Information collected from entrants is subject to sponsor's Privacy Policy.

**Winners/Rules Requests**

For a list of the names of the winners of prizes valued at more than \$25.00 available after the Giveaway Period has ended, send a self-addressed stamped envelope, to be received by 11/30/22 to: YMCA of Greater Cincinnati, Well-Being Collaborative, 1105 Elm Street, Cincinnati, OH 45202.

**These Official Rules May Change**

We reserve the right to update or modify these Official Rules at any time, without prior notice, by posting the revised version of these Official Rules behind the link marked "Official Rules" at our website located at the following URL [Stronglife.org/reset2023](https://www.stronglife.org/reset2023) (the "Site"). These changes will be effective as of the date we post the revised version on this Site. Your continued participation in this Giveaway after we have posted the revised Official Rules constitutes your agreement to be bound by the revised Official Rules.

**Entire Agreement**

These Official Rules (together with our Privacy Policy and any click-through agreements applicable to you) contain the entire understanding and agreement between you and Sponsor with respect to this Site and supersede all previous communications, negotiations, and agreements, whether oral, written, or electronic, between you and Sponsor with respect to this Site and your participation in this Giveaway.

