

JumpSport[®]

FITNESS

**JumpSport Inc. 12 Days of Fitness Giveaway
OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR CLAIM PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

THESE OFFICIAL RULES CONTAIN AN ARBITRATION AGREEMENT, WHICH WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST SPONSOR TO BINDING AND FINAL ARBITRATION. UNDER THE ARBITRATION AGREEMENT, (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST SPONSOR ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.

The 12 Days of Fitness Giveaway (the “Giveaway”) begins at 12:01 a.m. EST on December 14, 2020 (the “Giveaway Start Date”) and ends at 11:59 p.m. EST on December 25, 2020 (the “Giveaway End Date”) (such period referred to herein as the “Giveaway Period”). The Giveaway is sponsored by JumpSport Inc. (the “Sponsor”). The Giveaway is in no way sponsored, endorsed, or administered by, or associated with Instagram. You are providing your information to the Sponsor, and not to Instagram. Any questions, comments or complaints regarding the Contest shall be directed to the Sponsor and not to Instagram.

1. HOW TO ENTER:

- “Comment” on a #12DaysOfFitness post.
- Limit, one entry per day per post.
- Each daily entry qualifies you for the Daily Giveaway and counts as one entry for all Grand Prizes.
- If you comment on all 12 posts, then you will have 12 entries for the Grand-Prize Packages no matter how many additional comments you leave.
- Tag 3 friends at any time during the 12 days and we will give you one bonus entry for Grand-Prize Packages.
- Participants and entries must meet the eligibility requirements in Section 3 below.

Participation in the Contest is voluntary and does not require you to purchase anything from the Sponsor. No incomplete entries will be accepted.

2. **PRIZES:**

1. **Grand-Prize 1: Candy-Apple Red, Custom Fitness Trampoline**
2. **Grand-Prize 2: Wearable Weights**
3. **Grand-Prize 3: Strength Training Kit**
4. **Daily Prize (x11): JumpSport Fitness Swag Bag**

Odds of winning are affected by the number of eligible entries received by the Contest End Date. Allow 3-4 weeks after validation of arrangement for receipt of prize. Only three Grand-Prize Packages and eleven Daily Prize Packages will be awarded. The winners will be solely responsible for all other expenses not specifically set forth herein. The Sponsor reserves the right to substitute prizes of equal or greater value. No other substitution or transfer of prizes permitted. The Sponsor is responsible only for prize delivery. In order to receive a prize, the winners may be required to provide proof of identification. Any and all taxes on any prize, including income and/or sales taxes, are the sole responsibility of the winner(s). The winner(s) of any prize with a value of \$600 or greater will be issued a 1099 U.S. Tax Form for the retail value of the prize.

3. **ELIGIBILITY:**

Participant Eligibility. The Giveaway is only open to legal residents of the United States who are at least eighteen (18) years of age at the time of entry. Prizes will only be shipped within the contiguous United States. Entries are limited to individuals only; commercial enterprises and business entities are not eligible. By participating in the Giveaway, each participant accepts the conditions stated in these Official Rules, agrees to be bound by the decisions of the Sponsor and warrants that she/he is eligible to participate in the Giveaway. Employees, independent contractors, officers, and directors of the Sponsor, affiliates, subsidiaries, advertising, promotion, and fulfillment agencies, prize providers, legal advisors, and their immediate family members and persons living in the same household, are not eligible to participate in the Giveaway. THE GIVEAWAY IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW and is subject to applicable federal, state, and local laws and regulations.

4. **SELECTION OF WINNERS:**

Winners chosen shall be randomly selected and verified by Sponsor's sole and absolute discretion.

The winners will be notified via direct message on the social media account used to "Like" for entry into the Contest, within 30 days of the Contest End Date. Such notification shall include instructions for proper acceptance of the prizes by the winners. In order to receive a prize, winner must provide Sponsor with their first and last name, mailing address, and email address. In the event a winner does not accept a prize, a winner is ineligible, or the prize or prize notification is not deliverable, an alternate winner may be selected. The Sponsor is not responsible for and shall not be liable for late, lost, misdirected or unsuccessful efforts to notify a winner. The winners agree to Sponsor's use of their name, address, likeness, and/or prize

information for promotional purposes in any medium without additional compensation to the extent permitted by law. Where lawful, the winners may be required to sign and return an Affidavit of Eligibility, Release of Liability, and Publicity Release.

5. CONDITIONS: The Sponsor, Instagram, and their respective agents, directors, officers, shareholders, employees, insurers, servants, parents, subsidiaries, divisions, affiliates, predecessors, successors, representatives, advertising, promotion, and fulfillment agencies, and legal advisors (the “Released Entities”), are not responsible for, shall not be liable for, and hereby disclaim all liability arising from or relating to: (a) late, lost, delayed, damaged, misdirected, misaddressed, incomplete, or unintelligible entries; (b) telephone, electronic, hardware or software program, network, Internet, computer or other malfunctions, failures, or difficulties of any kind, whether human or technical; (c) failed, incomplete, garbled, or delayed computer or e-mail transmissions; (d) any condition caused by events beyond the control of the Sponsor; (e) any injuries, losses, or damages of any kind arising in connection with or as a result of any prize, or any portion thereof that may have been awarded, or acceptance, possession, or use of any prize, or any portion thereof that may have been awarded, or from participation in the Contest; or (f) any printing or typographical errors in any materials associated with the Contest. The Sponsor reserves the right, in its sole discretion, to suspend, modify or cancel the Contest should any unauthorized human intervention or other causes beyond the Sponsor’s control corrupt or affect the administration, security, fairness or proper conduct of the Contest. In the event that proper administration of the Contest is prevented by such causes as contemplated above, the Sponsor will pick the winners from all eligible, non-suspect entries received prior to such action. By participating in the Contest, participants and winners agree to release, discharge and hold harmless the Released Entities, and all others associated with the development and execution of the Contest, from any and all losses, damages, rights, claims and actions of any kind arising out of or relating to the Contest, participation in the Contest, any prize, or any portion thereof that may have been awarded, and/or acceptance, possession, use or misuse of any prize, or any portion thereof that may have been awarded, including but not limited to statutory and common law claims for misappropriation or participant’s right of publicity. This Contest shall be governed by New York law.

6. Arbitration Agreement; Dispute Resolution by Binding Arbitration:

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

(a) Agreement to Arbitrate: This Section is referred to in these Official Rules as the “Arbitration Agreement.” You agree that any and all disputes or claims that have arisen or may arise between you and the Sponsor, whether arising out of or relating to these Official Rules, the Contest, your participation in the Contest, the prize, acceptance, possession, use or misuse of the prize, any advertising, or any aspect of the relationship between us, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by participating in the Contest, you and the Sponsor are each waiving the right to a trial by jury or to participate in a class action. Your

rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

(b) Prohibition of Class and Representative Actions and Non-Individualized Relief: **YOU AND THE SPONSOR AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND THE SPONSOR AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S).**

(c) Pre-Arbitration Dispute Resolution: The Sponsor is always interested in resolving disputes amicably and efficiently, and most participant concerns can be resolved quickly and to the participant's satisfaction by emailing the Sponsor's support team at vip@obefitness.com. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to the Sponsor should be sent to 45 Main Street, Suite 234, Brooklyn, NY 11201, ATTN: Legal Department ("Notice Address"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If the Sponsor and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or the Sponsor may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by the Sponsor or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or the Sponsor is entitled.

(d) Arbitration Procedures: Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Supplementary Procedures for Consumer-Related Disputes (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, http://www.adr.org/consumer_arbitration. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Official Rules as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under

these Official Rules and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless the Sponsor and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by AAA. If your claim is for \$10,000 or less, the Sponsor agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

(e) Costs of Arbitration: Payment of all filing, administration, and arbitrator fees (collectively, the “Arbitration Fees”) will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. Any payment of attorneys’ fees will be governed by the AAA Rules.

(f) Confidentiality: All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

(g) Severability: If a court or the arbitrator decides that any term or provision of this Arbitration Agreement other than clause (b) above is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of clause (b) is invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void. The remainder of these Official Rules will continue to apply.

7. SPONSOR:

JumpSport, Inc
1680 Dell Ave
Campbell, CA 95008

8. NOTICE: The Sponsor reserves the right to prosecute and seek damages against any individual who attempts to deliberately undermine the proper operation of the Giveaway in violation of these Official Rules and/or criminal and/or civil law.

9. Copyright 2020 JumpSport, Inc. All rights reserved. JumpSport, Inc., JumpSport Fitness, and the associated logos are trademarks of JumpSport, Inc. Any other trademarks in these Official Rules are used for prize identification purposes ONLY and are the properties of their respective owners.