## **Giveaway Official Rules**

## NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.

By entering this **Ultimate Wahoo Ecosystem Giveaway** (the "Giveaway"), you will be bound by these Terms & Conditions and you acknowledge that you satisfy all eligibility requirements listed below.

- **1. Sponsorship**: The sponsor of this Giveaway is Wahoo Fitness LLC ("Sponsor,") located at 90 West Wieuca Rd N, Atlanta, Georgia 30342. Sponsor will conduct the Giveaway substantially as described in these Official Rules.
- 2. Eligibility: This Giveaway is open to anyone who follows Sponsor on Instagram, likes a specific Sponsor post on Instagram, and tags a friend in the commons of the liked Instagram post. A bonus entry to the Giveaway is available to anyone who follows Sponsor on Instagram, likes a specific Sponsor post on Instagram, and tags a friend in the commons of the liked Instagram post and submits his or her email through the Giveaway landing page. You must be 18 years or older as of the date you submit your entry for this promotion in order to qualify. This Giveaway is subject to federal, state, and local laws and regulations and void where prohibited by law. Sponsor's employees, its subsidiaries, affiliates, suppliers, partners, advertising and promotion agencies, and directors (collectively the "Employees"), as well as members of an Employees' immediate family and/or those living in the same household of Employees are ineligible to participate in the Giveaway.
- **3. Agreement to Rules**: By entering this Giveaway, the Entrant ("You") agree to abide by these Official Rules and Sponsor's decisions, which are fully and unconditionally binding in all respects. The Sponsor reserves the right to refuse, withdraw, or disqualify any entry at any time at the Sponsor's sole discretion. By entering this Giveaway, You represent and warrant that You are eligible to participate based on eligibility requirements explained in the Official Rules. You also agree to accept the decisions of the Sponsor as final and binding as it relates to the content of this Giveaway.
- 4. **Giveaway Entry Period**: This promotion begins on September 26, 2022 at 12am EST and ends on October 17th, 2022 at 11:59pm EST ("Entry Period"). To be eligible for the Giveaway, entries must be received within the specified Entry Period.
- **5.** How to Enter: You can enter the Giveaway by: (a) following Sponsor on Instagram, "liking" a specific Sponsor post on Instagram, and tagging a friend in the comments of the liked Instagram post; and get a bonus entry by providing your email through the official online Giveaway form (wahoofitness.com/giveaway). You are limited to one entry per person per method of entry. Your entry must fully meet all Giveaway requirements, as specified in these Official Rules, in order to be eligible to win a prize. Incomplete entries or those that do not adhere to the Official Rules or specifications will be disqualified at the Sponsor's sole discretion. Fraudulent methods

of entry or circumvention of the rules may result in the Sponsor invalidating your entries and removing them from the Giveaway at the Sponsor's sole discretion.

6. **Prizes:** One entrant will be randomly selected to win (each, a "Winner") one item of their item of choice from each product category below (i.e., one Trainer product, one Trainer Accessory product, and one GPS product) with the following estimated retail prices:

Category	Product	Approximate Retail Price
Trainer	KICKR	\$1,299.99 /€1,299.99
Trainer	KICKR SNAP	\$399.99 /€499.99
Trainer	KICKR CORE/ ROLLR	\$899.99 /€799.99
Trainer Accessories	KICKR MAT	\$89.99 /€79.99
Trainer Accessories	KICKR HEADWIND	\$299.99 /€279.99
Trainer Accessories	KICKR DESK	\$299.99 /€299.99
GPS Devices	ELEMNT BOLT	\$299.99 /€299.99
GPS Devices	ELEMNT ROAM	\$299.99 /€249.99
GPS Devices	ELEMNT RIVAL	\$329.99 /€329.99

The prize will be mailed by Sponsor to the address provided by the Winner upon prize acceptance. There shall be no cash or other prize substitution permitted except at the Sponsor's discretion. The prize is non-transferable. The Winner, upon acceptance of the prize, is solely responsible for all expenses related to the prize, including without limitation any and all local, state, and federal taxes. The Winner shall not transfer assignment of the prize to others, nor shall the Winner request the cash equivalent or prize substitution. Each prize will be awarded "as is" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). By accepting the prize, the selected Winner grants permission for the Sponsor to use the Winner's likeness, entry, and name for purposes of advertising and trade without further compensation unless prohibited by law, as further detailed below.

- **7. Odds:** The total number of eligible entries received (including any bonus entries) determines the odds of winning.
- **8. Selection and Notification of Winner:** The Winner will be selected by a random drawing under the supervision of the Sponsor. The Sponsor will notify the Winner(s) by Instagram messenger or email (depending on method of entry) within five days following the Winner's selection. The Sponsor is not responsible for nor shall have no liability for Winner's failure to

receive notices due to email security settings that may cause notifications to be marked as spam or junk email, nor shall Sponsor be liable for the Winner's provision of incorrect or otherwise non-functioning contact information. If the Winner 1) fails to claim the prize within 5 days from the time the award notification was sent, or 2) is found ineligible, the prize may be forfeited and an alternate Winner may be selected. Receipt of the prize offered in the Giveaway by the Winner is upon the condition of compliance with any and all federal, state, and local laws and regulations. IF THE WINNER VIOLATES ANY OF THESE OFFICIAL RULES, THE WINNER (AT THE SPONSOR'S SOLE DISCRETION) WILL BE DISQUALIFIED, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

- **9. Rights Granted by You:** By entering into the Giveaway, You evidence your understanding and agreement that the Sponsor, any individual acting on the Sponsor's behalf, and the licensees, successors, and assigns of the Sponsor shall, where permitted by law, have the right to print, publish, broadcast, distribute and use in any media known now or hereafter developed, in perpetuity, worldwide, and without limitation, your submission (including any content tagged with the hashtag for the Giveaway), name, photo, portrait, voice, likeness, image, statements about the Giveaway, and your biographical information for news, publicity, advertising, promotional purposes, trade, information, and public relations without any further notice, review, consent, compensation, or remuneration.
- 10. Terms & Conditions: In its sole discretion, the Sponsor reserves the right to modify, suspend, cancel, or terminate the Giveaway should non-authorized human intervention, a bug or virus, fraud, or other causes beyond the Sponsor's control, impact or corrupt the security, fairness, proper conduct, or administration of the Giveaway. The Sponsor, in the event of any of the above issues, may determine the winners of the Giveaway based on all eligible entries received prior to and/or after (if appropriate) the action taken by the Sponsor. Individuals who tamper with or attempt to tamper with the operation or entry process of the Giveaway or website or violate these Official Rules will be disqualified by the Sponsor in its sole discretion. Attempts by any entrant to deliberately damage any website or undermine the legitimate operation of the Giveaway may be a violation of criminal and civil laws. If any such attempt is made, the Sponsor reserves the right to seek damages to the fullest extent permitted by law.
- **11. Limitation of Liability**: Your entry into this Giveaway constitutes Your agreement to release and hold harmless the Sponsor and its subsidiaries, representatives, affiliates, partners, advertising and promotion agencies, successors, agents, assigns, directors, employees, and officers against and from any and all claims, liability, illness, injury, death, litigation, loss, or damages that may occur, directly or indirectly from participation in the Giveaway and/or the 1) accepting, possessing, using, or misusing of any awarded prize or any portion thereof; 2) any type of technical failure; 3) the unavailability or inaccessibility of any transmissions, phone, or Internet service; 4) unauthorized intervention in any part of the entry process or the Giveaway; 5) electronic error or human error in the Giveaway administration or the processing of entries.
- **12. Disputes**: This Giveaway is governed by the laws of the state of Georgia in the United States, without respect to conflict of law doctrines. The Entrant agrees, as a condition of

participating in this promotion, that if any disputes cannot be resolved between the Entrant and the Sponsor, and if causes of action arise out of or are connected with this Giveaway, they shall be individually resolved exclusively before a court located in Atlanta, Georgia having jurisdiction, without resorting to any form of class action. Under no circumstances in any such dispute shall the participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Giveaway). The participant waives all rights to have damages multiplied or increased.

- **13. Privacy Policy**: Information submitted with an entry to the Giveaway is subject to the Privacy Policy stated on the Sponsor's website at <a href="https://www.wahoofitness.com/privacy-policy">https://www.wahoofitness.com/privacy-policy</a>.
- **14. Social Media Policy for Winners:** If you decide to post on social media about the prizes you won in this Giveaway, please tag your post in a manner that makes clear that you were awarded the Sponsor item in a giveaway, such as by tagging the post with "#WahooGiveawayWinner or #WahooPromotionWinner.