



**OFFICIAL RULES**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES COMPETITION.**

**A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.**

1. **SPONSOR.** The Myzone Spartan Sweepstakes Competition (“Sweepstakes Competition”) is sponsored by Myzone Inc. (“Sponsor”), 311 S Wacker Dr, Suite 480, Chicago, Illinois 60606.
2. **ELIGIBILITY.** The Sweepstakes Competition is only open to individuals who are aged eighteen (18) years or older on the date of entry (“Eligible Persons”). Employees of Myzone Inc. and its associated companies, as well as members of the immediate family (spouse, parents, siblings and children) and household members of each such employee or anyone else professionally connected with this Sweepstakes Competition, are not eligible to participate. This Sweepstakes Competition is not open to residents of Rhode Island and is void where prohibited by local or national laws. It is the responsibility of Eligible Persons to ensure that they are legally eligible to participate and accept the award.
3. **SWEEPSTAKES COMPETITION PERIOD.** The Sweepstakes Competition will run from 00:01 on 17 September, 2021 until 19:00 on 19 September 2021 (“Closing Date”, the “Competition Period”).
4. **COMPETITION.** During the Competition Period, one entry voucher (“Voucher”) will be awarded to non-AMOE Registered Entrants, being those that enter pursuant to paragraph 8, based on one Voucher per entry at the Myzone stand in Verbier.
5. **LIMIT.** There is a maximum of one Voucher per Registered Entrant.
6. **AWARD.** Prizes will be awarded as follows:
  - 10 x MZ-Switch belts
  - 2 x ticket to the Open Beast or Open Night Super event at the Abu Dhabi World Championships
  - 2 x ticket to the Spartan UK Southeast Open (any event) on October 9<sup>th</sup> / 10<sup>th</sup> 2021
  - 2 x 20% off merchandise discount to be used at the merchandise tent at Verbier, Switzerland.

The winners of the awards will be published on the Myzone website. The winners will be contacted to arrange the prizes to be awarded at the event or they will be sent to them following the event where applicable. The winner shall be liable for any and all taxes incurred as a result of winning or accepting any award, including, without limitation, federal, state, county and local taxes. Sponsor will withhold taxes only as required by law. The winner agrees to indemnify and hold Sponsor and all related parties harmless from all liability for failure to file the required tax returns and failure to pay taxes due with respect to prizes, including penalties and interest.

7. **ODDS.** The odds of winning an award depend on the number of Registered Entrants during the Competition Period.
8. **METHOD OF ENTRY.** Eligible Persons who complete the competition entry form at Spartan Verbier event in Switzerland at the Myzone stand will be able to enter via the Myzone website. The entrant must confirm they accept the Sweepstakes Competition terms and conditions.
9. **POOL.** The winner will be drawn from the pool of Vouchers, earned during the Competition Period by the persons entered into the Sweepstakes Competition pursuant to Paragraphs 8. Such Persons are Registered Entrants.
10. **REGISTRATION PERIOD.** The Registration Period will begin at 00.01 on 17 September 2021, the first ‘Day one’ prizes will be allocated to the first prize draw which will be drawn from registered entrants that submit

their entry by 19:00hrs on 18 September. 'Day two' prizes will be allocated to the second prize draw which will be drawn from registered entrants that submit their entry from 19:01 on 18 September to 19:00 on 19 September 2021. All times shall be based on Central European Time. Day one prizes will be

11. **WINNER AND NOTIFICATION.** The winner for the Sweepstakes Competition will be selected via a random process and will be selected within 24 hours of the Closing Date. For the purposes of clarity, the winner will be selected by random draw from among the vouchers earned in respect of Eligible Entries received during Competition Period. The winners will be notified by email no later than 20 September 2021.

The winners will be required to respond within 14 days of notification confirming their acceptance of the award and sign and return an Affidavit of Eligibility and Liability/Publicity Release. In the event a winner: i) does not respond to communications within 14 days of notification, ii) declines or does not redeem the award, iii) cannot be verified as eligible, as described below, or iv) fails to provide a signed Affidavit, Sponsor reserves the right to disqualify that winner and present the award to a reserve winner identified using the above process or failing that, present the award to a charity, at its sole discretion.

The winner will be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release.

12. **WINNERS.** Registered Entrants may obtain a copy of the results of the random draw by mailing a self-addressed, stamped envelope to Myzone 311 S Wacker Dr Suite 480, Chicago, IL 60606 by 31 October 2021. Such list will be maintained by Sponsor for a period of two years following the Closing Date. Residents of Vermont may omit return postage.

13. **GENERAL.** Entries which do not satisfy the requirements of these Official Rules in full will be disqualified and will be discarded. If it becomes apparent that a participant is using a system or process that is not consistent with the spirit of the Competition that person's entries will be disqualified and any award will be void.

Sponsor may, at its sole discretion, disqualify entries deemed to be non-compliant with these Official Rules and reserves the right to refuse entry to or disqualify any entrant whose conduct may be unlawful or otherwise bring Sponsor into disrepute. Furthermore, if Sponsor so elects, prize winner may be required to submit to a confidential background check to confirm eligibility and to help ensure that the use of any such person in advertising or publicity will not bring Sponsor into disrepute, and Sponsor may disqualify such winner based on the results of the background check, at Sponsor's election. In the event of such disqualification Sponsor may present the award to another entrant.

Sponsor's decision regarding any aspect of the Competition is final and binding and no correspondence will be entered into. This Competition is void where prohibited by law.

14. **LIMITATIONS OF LIABILITY.** Sponsor accepts no responsibility for failing to register entrants in the Sweepstakes Competition or for late, incomplete, incorrectly processed, corrupted or misdirected entries.

If for any reason any aspect of this Sweepstakes Competition is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorized intervention, fraud, technical failures or any cause beyond our control which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Sweepstakes Competition, Sponsor may at its sole discretion cancel, terminate, modify or suspend the Sweepstakes Competition, or invalidate any affected entries.

Sponsor will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense or damage which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Sweepstakes Competition or accepting of the award, except for any liability which cannot be excluded by law (including personal injury, death and fraud) in which case that liability is limited to the minimum allowable by law.

By participating in this Sweepstakes Competition, each participant is agreeing to be bound by these Official Rules (and the decision of Sponsor, which shall be final in all respects), and agrees to release Sponsor its directors, officers, employees and agents from, and indemnifying each of them against, any and all liability or any loss, damage or injury of any kind arising from or in connection with this Sweepstakes Competition. Sponsor reserves the right to withdraw or suspend any Registered Entrant if there is any breach of these Official Rules.

15. **PROMOTION.** The winners shall, upon request, participate in reasonable promotional activity surrounding the winning of the award, for no further consideration, and they consent to the use of their name, likeness,

voice, image, and biographical information, anywhere in the world, in any media now existing or hereafter developed, perpetually, in promotional material of Myzone Inc. which may include websites and social media.

The name and locality of the winners will be displayed on Sponsor's website ([www.myzone.org](http://www.myzone.org)), for which the winner provides their consent.

16. **REMINDER.** Winners are reminded that strenuous exercise can be dangerous for persons suffering from many medical conditions. You are urged to consult with a medical professional prior to beginning an exercise routine, including, without limitation, the Sweepstake Competition.

If you are in any doubt (and in any event if you are pregnant or receiving medical treatment or medication) you should refrain from taking any such exercise, including, without limitation, the Sweepstake Competition, with or without your Myzone product, without first taking competent medical advice.

Your Myzone® belt is designed only as an aid to personal training/exercise. IT IS NOT A MEDICAL DEVICE. It cannot tell you what level of exercise is safe for you, or whether you are exerting yourself beyond your safe limits. It is your responsibility to check your own medical condition before undertaking any exercise, including, without limitation, the Sweepstake Competition.

If chest pains or any other symptoms or discomfort are experienced when using the Myzone® belt, you should stop exercising immediately and seek medical attention.

Myzone personnel are not medically qualified, and do not give medical advice.

A person's entry into the Sweepstakes Competition constitutes their acknowledgement that they have obtained all medical advice concerning their participation in the Sweepstakes Competition they deem necessary.

The Myzone® belt must at all times be used in accordance with the Myzone product use and care instructions.

17. **REGISTERED ENTRANT'S PERSONAL INFORMATION.** Information collected from entrants is subject to Sponsor's Privacy Policy, which can be reviewed at <http://www.myzone.org/privacy>. Entrance into this Sweepstakes Competition constitutes agreement to be bound by these policies.

**GOVERNING LAW AND DISPUTES.** Any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes Competition or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively under the laws of Illinois. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes Competition, but in no event attorneys' fees; and under no circumstances will an applicant for entry or Registered Entrant be permitted to obtain awards for, and each hereby waive all rights to claim, indirect, punitive, incidental and consequential damages and any other damages (other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes Competition, shall be governed by, and construed in accordance with, the laws of the state of Illinois, without giving effect to any choice of law or conflict of law rules (whether of the State of Illinois or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Illinois.

18. **INTERPRETATION.** It is Sponsor's intention that all provisions of these Official Rules be strictly enforced. In the event that one or more of the provisions set forth in these Official Rules protective of Sponsor are not fully enforceable under applicable Illinois law, such provisions shall be reduced in scope in such limited fashion so as to make such provisions enforceable under applicable Illinois law in such full and complete manner as possible.