

DAILY BURN INC.
Exercise for Alaskan Adventure Sweepstakes
OFFICIAL RULES

To participate in the Sweepstakes, you must agree to and abide by these Official Rules.

NO PURCHASE NECESSARY TO ENTER OR FOR A CHANCE TO WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. INTERNET ACCESS AND VALID E-MAIL ADDRESS REQUIRED. TRANSPORTATION TO AND FROM PORT CITY NOT INCLUDED IN PRIZE. VOID WHERE PROHIBITED.

1. **Sponsor:** Daily Burn Inc., 330 West 34th Street, 5th Floor, New York, NY 10001 (“Sponsor”).
2. **Administrator:** CSM Sport and Entertainment Inc., 440 9th Ave., 17th Floor, New York, NY 10001 (“Administrator”).
3. **Eligibility:** The “*Exercise for Alaskan Adventure Sweepstakes*” (“Sweepstakes”) is open only to legal residents of the fifty (50) United States and the District of Columbia, who are at least eighteen (18) years of age (or the age of majority in their state of residence, whichever is older) at time of entry and have internet access/valid e-mail address. Any individuals (including but not limited to employees, consultants, independent contractors, and interns) who have, within the past six months, performed services for Sponsor, Administrator, Holland America Line (“Prize Provider”), any organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes or supplying the prizes and/or their respective parent, subsidiary, affiliated and successor companies, and immediate family and household members of such individuals, are not eligible to participate or win any prize. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses, regardless of where they live. "Household members" shall mean people who share the same residence at least three months a year, whether related or not. Void where prohibited or restricted by law.
4. **Sweepstakes Schedule:** Sweepstakes begins on or about 9:00 a.m. Eastern Time (“ET”) on 1/22/20 and ends 11:59 p.m. ET on 3/27/20 (“Promotion Period”). Sponsor’s computer is the official clock for the Sweepstakes.
5. **Sweepstakes Entry:**

During the Promotion Period navigate the internet to <http://dailyburn.com/sweepstakes> (the “Website”) and complete the entry form (“Entry Form”). To enter the Sweepstakes you will be required to provide your full name, email address, zip code, birth year as well as the option to provide your social media handles on Twitter and Instagram (“Website Entry”). For the avoidance of doubt, you cannot earn any Social Media Bonus Entries unless you provide your Social Media account handles. If you are an existing Daily Burn- At Home member you must use the same email address associated with your Daily Burn- At Home account.

You must check a box agreeing to these Official Rules and accepting Sponsor’s Privacy Policy and Terms of Use at https://public.dailyburn.com/privacy/DailyBurn_PrivacyPolicy.pdf and https://public.dailyburn.com/terms/DailyBurn_EULA.pdf respectively. **If this box is not checked, you will not be able to enter the Sweepstakes.**

To submit your Website Entry, click the "Submit" or similar button on the Entry Form. Proof of entering information at the Website is not considered proof of delivery to or receipt by Sponsor of such Entry. **Limit one (1) Website Entry per person/email address/Daily Burn account during the Promotion Period.**

You may be asked to consent to receive promotional e-mails and reminder e-mails from the Sponsor, Prize Provider and/or third parties. Consenting to receive promotional or reminder e-mails is optional, does not have to be agreed upon in order to be eligible to participate in the Sweepstakes and does not improve your chances of winning. You may opt out of receiving

these e-mails at any time.

Bonus Entries: Bonus Entries as follows:

- a) *Watch a video in the Daily Burn- At Home App, or Amazon Fire TV, or Roku, or Apple TV, or Mobile web, or Desktop (individually or collectively "App") ("Bonus Video Entry")*

Existing Daily Burn- At Home subscribers: After submitting a Website Entry already existing Daily Burn- At Home subscribers can earn one (1) Bonus Video Entry into the Sweepstakes by watching one (1) workout video in the App. **Limit three (3) Bonus Video Entries per person/account per day.** Each Bonus Video Entry must be a unique video.

New to Daily Burn- At Home subscribers: After submitting a Website Entry new Daily Burn users can either download the Daily Burn Application on their mobile device or create a Daily Burn account on one of the other platforms described below* and provide your name, email address and password to create an account and click to start your free thirty (30) day trial. **You must provide the same email address that you submitted in the Website Entry to register your Daily Burn account.** You will be asked to provide your credit card information to begin the free (30) day trial however you will not be charged for thirty (30) days and the trial is cancellable at any time. By starting your free thirty (30) day trial you agree that you have read, understand and fully adhere to these Official Rules and the Sponsor's Terms of Use (https://public.dailyburn.com/terms/DailyBurn_EULA.pdf) and Privacy Policy (https://public.dailyburn.com/privacy/DailyBurn_PrivacyPolicy.pdf).

After starting the free thirty (30) day trial, new Daily Burn- At Home subscribers can earn one (1) Bonus Video Entry into the Sweepstakes by watching one (1) workout video in the App. **Limit three (3) Bonus Video Entries per person/account per day.** Each Bonus Video Entry must be a unique video.

*New and existing Daily Burn users may download the Daily Burn Application for iPhone, iPad and iPod Touch (iOS 10.0 or later) as well as Android mobile devices (OS 7 or later), available for free at the App Store or Google® Play Store respectively. The Daily Burn Application is also available on Amazon Fire TV, Roku, Apple TV, Mobile web, and Desktop. There is no charge to download the App, but your mobile carrier and/or internet provider may apply normal access, usage and data charges. Apple, Google, Amazon and Roku are not participants in or sponsors of this Sweepstakes. For the purposes of this Sweepstakes only Daily Burn- At Home workouts will be counted as an Entry. Daily Burn Running, Yoga and HIIT workouts are not eligible to receive Bonus Video Entries.

- b) *Follow Daily Burn on Instagram (@dailyburn)*

Click to follow @dailyburn on Instagram from the Instagram account handle provided in your Website Entry. A click to follow using any other Instagram handle will not count as an entry. **Limit one (1) entry for following @dailyburn on Instagram per entrant during the Promotion period.**

- c) *Follow Daily Burn on Twitter (@dailyburn)*

Click to follow @dailyburn on Twitter from the Twitter account handle provided in your Website Entry. A click to follow using any other Twitter handle will not count as an entry. **Limit one (1) entry for following @dailyburn on Twitter per entrant during the Promotion period.**

- d) *Social Media Posts (Twitter and/or Instagram) ("Bonus Social Media Post Entry")*
Limit one (1) Social Media Post Bonus Entry per person, per platform, per day.

To receive one (1) Bonus Social Media Post Entry post a photo on either (a) Instagram or (b) Twitter that is of you on or with a Holland America Line cruise ship or of you exercising using the Daily Burn App accompanied by the "Hashtag" #DailyBurnCruiseSweepstakes

(collectively, a "Post"). Post may be made on Instagram or Twitter; for the avoidance of doubt, a Post on Twitter is also referred to as a tweet. Post must comply with the Content Guidelines set forth in Rule 6 below.

Other person(s) appearing in your photo must provide his/her consent beforehand to be included in the photo with the understanding that the photo will be submitted by you as a Bonus Sweepstakes entry (and, if friend/family member is a minor in his/her jurisdiction of residence, such consent must be provided by the parent/legal guardian of the friend/family member). But, to enter the Sweepstakes themselves, the other person(s) in the photo must fully comply with these Official Rules, including the eligibility criteria set forth in Rule 3 above.

Hashtag is not case-sensitive. Hashtag must be included as part of your Post in order to be eligible.

You may include a comment as part of your Post, but this is not required, nor will the inclusion of a comment in any way enhance your odds of winning. If you do add a comment, all uses of the word "Post" in these Official Rules (as used in conjunction with Entries) includes the accompanying comment as well. Any Post that violates the Content Guidelines (as outlined in Rule 6 below), including but not limited to the inclusion of inappropriate content will result in the disqualification of that Bonus Social Media Post Entry.

If you do not have an Instagram account, you can visit <http://Instagram.com> or download the Instagram app from the iTunes App Store or Google Play and create an Instagram account according to the instructions on the website. Creating an Instagram account is free. Please note that you must agree to comply with the Instagram Terms of Service in order to create an Instagram account. To receive Bonus Entries via Instagram, creation of an Instagram account and inclusion of the Instagram handle in your Website Entry must be done prior to submitting the Entry Form.

If you do not have a Twitter account, you can visit <http://Twitter.com> or download the Twitter app from the iTunes App Store or Google Play and create a Twitter account according to the instructions on the website. Creating a Twitter account is free. Please note that you must agree to comply with the Twitter Terms of Service in order to create a Twitter account. To receive Bonus Entries via Twitter, creation of a Twitter account and inclusion of the Twitter handle in your Website Entry must be done prior to submitting the Entry Form.

Your Post that includes both (a) the hashtag #DailyBurnCruiseSweepstakes and (b) a photo of you (with your family/friends [if applicable]) either on or with a Holland America Line cruise ship or exercising using the Daily Burn App will award you one (1) Social Media Post Bonus Entry.

Partial or incomplete/piecemeal submissions via Instagram or Twitter (e.g., posting a photo of you {with your family/friends [if applicable]} either on or with a Holland America Line cruise ship or exercising using the Daily Burn App but not the Hashtag in your Post) **will NOT BE ACCEPTED.**

Post must be created for the sole purpose of this Sweepstakes and must be posted by the entrant. Each Post photo must be unique. If an entrant uses the same photo in multiple Posts only the first Post will be considered for a Bonus Social Media Post Entry. **Re-posts/re-tweets, or adding #DailyBurnCruiseSweepstakes to posts made prior to the start of the Promotion Period will not be accepted.** To be eligible for the Sweepstakes, Posts must be submitted in compliance with the format and other requirements set forth by Instagram or Twitter (as applicable).

You may only use one (1) Instagram account and/or one (1) Twitter account to participate in the Sweepstakes.

All Posts on Instagram must comply with the Instagram Terms of Service and Instagram Rules available at the Instagram Website. **Important note:** If your Instagram account is set to

“private” or “protected mode”, your Post may not be visible to Sponsor/Administrator and may not be counted as a Bonus Social Media Post Entry in the Sweepstakes.

All Tweets must comply with the Twitter Terms of Service and Twitter Rules available at the Twitter Website. **Important note:** If your Twitter account is set to “private” or “protected mode”, your Tweet may not be visible to Sponsor/Administrator and may not be counted as an Entry in the Sweepstakes.

If you opt to download and/or access Instagram or Twitter via your wireless mobile device, data rates may apply for each message sent or received from your handset according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges as well as charges for wireless Internet access) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers’ rate plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges relating to your participation in this Sweepstakes. Mobile device service may not be available in all areas. Check your phone’s capabilities for specific instructions.

By submitting a photo of him/herself either on or with a Holland America Line cruise ship or exercising using the Daily Burn App, entrant gives permission (and warrants and represents that he/she has obtained all rights necessary to give such permission and grant the license herein described, including [as applicable] from the third-party photographer and/or other persons depicted/referenced in the photo of entrant, as applicable) to Sponsor and their designees. Entrant hereby grants Sponsor and their designees a royalty-free, irrevocable, perpetual, worldwide, sub-licensable, non-exclusive license (herein “License”) to use entrant’s photo, name, likeness and all other information about the entrant contained in the photo of entrant as well as the right to use the photo, name, likeness and all other information about any other persons depicted/referenced in the photo of entrant (as applicable) on any media and through any means now known or hereafter devised, including without limitation, the World Wide Web, and to otherwise use entrant’s photo, name, likeness and all other information about entrant or other persons in the photo of entrant, and make derivative works therefrom, and use entrant’s photo of him/herself without compensation in accordance with the requirements of this Sweepstakes and the advertising, promotion, and publicity of the Sweepstakes, Sponsor and their designees products and services, and otherwise, as stated in these Official Rules (as solely determined by Sponsor and their designees such License will be confirmed by potential winner upon Sponsor’s request and potential winner agrees to timely complete, sign and deliver any and all necessary documents, including without limitation, documents setting forth any licenses, releases and indemnities that Sponsor in its sole discretion may require, without condition or compensation of any kind as well as, upon request of Sponsor and their designees and without compensation, to use commercially reasonable efforts to assist Sponsor and their designees in securing a similar License from other persons depicted/referenced in the photo of entrant recreating the Scene. Sponsor’s failure to receive all documentation from all individuals within the prescribed timeframe, in each instance as required by Sponsor in its sole discretion, may result in the disqualification of the Bonus Social Media Post Entry,

Free Alternate Method of Entry (“AMOE”)

If you choose not to complete the Website Entry, watch a video in the Daily Burn App, follow Daily Burn on Instagram and/or Twitter or post on Instagram and/or Twitter you can earn Entries by hand printing your name and email address on a 3”x 5” card and mailing to: "Exercise for Alaskan Adventure Sweepstakes Entry", c/o CSM Sport and Entertainment Inc., 440 Ninth Avenue, 17th Floor, New York, NY 10001. Entries must be postmarked by 3/27/20 and received by 4/3/20. Entries received after 4/3/20 are void.

The first mail-in Entry will be equal to eight (8) Entries for the day the Entry is postmarked. Each additional mail-in Entry will be equal to five (5) Entries for the day(s) the mail-in Entry is postmarked.

Website Entry, all Bonus Entries including Bonus Video Entries, Bonus Social Media Post Entries, following Daily Burn on Instagram and Twitter and the AMOE may be collectively referred to herein as "Entry" or "Entries".

Multiple Entries in excess of the preceding limitations or mass Entry attempts may result in disqualification of all Entries by such person, e-mail address, Twitter or Instagram handle. Entries must be manually key-stroked by the entrant; use of automated entry devices or programs, or entries by third parties, are prohibited. Entries that do not conform to or that violate these Official Rules or are submitted in any manner other than stated in these Official Rules will be disqualified. Sponsor and Administrator will not be responsible for late, lost, inaccessible/blocked, incomplete or misdirected Entries. Proof of submission (and posting) of Entries does not constitute proof of receipt of same. In the event of any dispute concerning the identity of any participant, the Entry will be deemed submitted by the natural person who is the authorized holder of the transmitting e-mail account. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. By entering this Sweepstakes, entrants agree to these Official Rules and the decisions of the Administrator and Sponsor, which are binding and final in all matters relating to this Sweepstakes.

6. **Content Guidelines for Social Media Post Bonus Entries:** In addition to complying with all other requirements of these Official Rules, Instagram, and Twitter each Entry must not contain any content that violates 3rd party rights or is profane, obscene, disparaging or is otherwise inappropriate, objectionable, or unsuitable for the uses contemplated in these Official Rules, as determined by Sponsor/Administrator in their sole discretion. For the avoidance of doubt, if a Post also includes content which is in violation of the preceding content guidelines but is otherwise compliant with these Official Rules, the Post will be disqualified.
7. **Sweepstakes Random Drawing:** Potential winners will be randomly selected on or about 4/6/20 from among all eligible Entries received during the Promotion Period. Drawing will be conducted by Administrator, an independent organization whose decisions (along with those of Sponsor) are final and binding on all matters related to the Sweepstakes.
8. **Winner Notification:** The potential winners will be notified by e-mail on or about 4/6/20. Failure to respond to the initial verification e-mail within three (3) days after notification or return of e-mail notification as undeliverable after two (2) attempts will result in disqualification. Potential winners will may be required to sign and return within three (3) business days, an Affidavit of Eligibility, Release and Indemnification, W-9 tax form, Background Check form (if applicable), and a Publicity Release where allowed by law ("Winner Documents"). If the Winner Documents are not returned to Sponsor within specified time period a potential winner may be disqualified. If a potential winner is disqualified, prize will be awarded to an alternate winner selected in a random drawing from all remaining non-winning eligible entries received during the Promotion Period. In the event of any dispute concerning the identity of a potential winner, the entry will be deemed submitted by the natural person who is the authorized holder of the transmitting e-mail account. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.
9. **Prizes, Approximate Retail Values ("ARV") and Odds:**

Grand Prize (2 winners): Two (2) Grand Prize winners will each receive an eight-day/seven nights Alaska cruise prize (each prize includes one ocean view stateroom to be shared by winner and one guest), departing between April 1, 2020 and November 20, of 2020. Winner will be offered an eight-day/seven night cruise prize to Mexico, Caribbean or Canada/New England if he or she cannot take the cruise to Alaska for any reason should there be availability. This substitution will only be offered to the winner(s) after it is approved by Sponsor and Prize Provider). Cruise prizes are subject to availability. Prizes are provided subject to the Holland

America Line Cruise Contract, which can be accessed at https://www.hollandamerica.com/en_US/legal-privacy/cruise-contract.html and applicable terms and conditions set forth in the Holland America Line brochure from which the cruise is selected. Winner and guest will also both receive one (1) year of subscriptions to Daily Burn (At-Home, Yoga, Running, and HIIT). The approximate retail value ("ARV") of each Grand Prize: **\$5,208.00**.

Grand Prize travel date is subject to availability at time of confirmation and must commence by November 15, 2020. Winner and guest must travel on the same itinerary. The Prize consists of ocean view stateroom accommodations and most shipboard meals (certain alternate dining options require payment of a fee).

Prize value is based on conversion rates as of December 17, 2019 and may vary. Actual value depends on market conditions at time of fulfillment. Any difference between ARV and actual value will not be awarded. Restrictions may apply. All Prize details will be determined by Sponsor in its discretion. The Prize consists only of those items expressly specified in these Official Rules as being part of the Prize. All expenses and costs associated with the acceptance or use of any prize that are not expressly specified in these Official Rules as being part of the Prize (including without limitation airfare or other transportation to or from port of departure, ground transfers, shore excursions, hotel service charges, discretionary hotel and dining charges, meals in alternate dining venues, alcoholic beverages, boutique purchases, any other personal onboard expenses, applicable passport, visa and entry/exit fees and any other incidental costs or expenses) are the responsibility of the winners. Daily Burn is not responsible for any injuries or damages arising out of participants' or guest's use of the cruise prize.

If the winner or winner's guest is under age twenty-one (21) or otherwise under the age of majority in the jurisdiction where he or she resides, he or she must be accompanied in the same suite by a parent, guardian or chaperone that is at least twenty-one (21) years old. Guest must execute and return a Release of Liability/Release of Publicity (where lawful) prior to travel.

As set forth in more detail in the Cruise Contract, Sponsor reserves the right to refuse to embark winners or guests, at any time if, in the sole opinion of Sponsor, a winner or guest are unfit for any reason for the cruise. A winner and guest must have all necessary identification and/or cruise documents (including but not limited to a valid passport, visa (if applicable) and all other necessary travel documents) required for the cruise Prize. Each traveler must check with their travel agent, government agencies, embassies or consulates prior to their cruise to ensure that they have proper citizenship documentation. Ship's registry: The Netherlands.

Daily Burn At Home is available on iOS 10.0 or later, Android mobile devices (OS 7 or later), Amazon Fire TV, Roku, Apple TV, Mobile web, and Desktop. Daily Burn Yoga, Running and HIIT are only available on iOS 10.0 or later.

Odds of winning a prize depends on the total number of eligible entries and bonus entries received during the Promotion Period. Each entry will have an equal chance of winning.

10. Additional Prize Restrictions: Limit one (1) prize per person/family/household. Prizes are non-transferable, non-refundable, non-negotiable for cash, may not be resold, and cannot be used as partial payment toward a different Holland America Line cruise or stateroom category other than that assigned. Winners and guests are NOT eligible for Holland America air/sea programs or Holland America's Cancellation Protection Plan programs in connection with the Prize. No substitution of the Prize or any component thereof is permitted, except in the discretion of Sponsor, which reserves the right to substitute a prize or prize component of equal or greater value. Any images of prizes/prize components in advertising are for illustrative purposes only and actual items awarded as prizes/prize components may differ from such images. Prizes are awarded "as is" and without any warranty, except as required by law. **All taxes are the sole responsibility of the Grand Prize Winners who will each receive a 1099 tax form reflecting actual total value of Prize.**

11. Limitations of Liability: Sponsor and its agencies (including Administrator) are not responsible for failed, partial or garbled computer transmissions, or for technical failures of any kind, including but not limited to human, typographical, printing or electronic malfunction or damage of any network, hardware or software. If for any reason the Sweepstakes (in whole or

in part) is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud or technical failures beyond Sponsor's control that corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes (in whole or in part) and/or disqualify any individual who tampers with (or attempts to tamper with) the entry process/operation of the Sweepstakes (or any part thereof). In such event, Sponsor shall conduct the Sweepstakes and make the prizes available from among all eligible entries and bonus entries received prior to and/or after (as appropriate) the action taken by Sponsor or otherwise in a manner which is fair, appropriate and consistent with the spirit of these Official Rules, as determined by Sponsor in its sole discretion. Notice of cancellation/termination/modification/suspension of Sweepstakes will be posted on the Website. No responsibility is assumed for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries; or any problems or technical malfunctions of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail, or electronic entry to be received on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to entrant's or any other person's computer or mobile phone/device (or data/information stored thereon) related to or resulting from participation in or downloading any materials from this Sweepstakes.

Participants agree not to knowingly damage or cause interruption of the Sweepstakes and/or prevent others from participating in the Sweepstakes. CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEBSITE(S) OR OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES VIOLATES CRIMINAL OR CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE OR AN INDIVIDUAL OTHERWISE ATTEMPTS TO DEFRAUD SPONSOR, SPONSOR MAY DISQUALIFY ANY PARTICIPANT MAKING SUCH ATTEMPT AND SEEK DAMAGES TO THE FULLEST EXTENT OF THE LAW.

12. **Additional Conditions of Participation:** By participating, participants agree to be bound by and abide by these Official Rules and the decisions of Sponsor and Administrator, which shall be final and binding in all respects. By participating in this Sweepstakes, participants agree to release and hold harmless Sponsor, Administrator, Prize Provider, Twitter Inc, Instagram LLC, Facebook Inc, and each of their respective parents, subsidiaries, affiliated and successor companies, advertising and promotion agencies and prize suppliers, and each of their respective officers, directors, agents, representatives and employees, as well as each of their respective successors, representatives and assigns (collectively, the "Released Parties") from any and all actions, claims, injury, death, loss or damage to person(s) or property arising in any manner, directly or indirectly, from participation in this Sweepstakes and/or acceptance, possession, receipt or use/misuse of a prize. By participating, participants also authorize the Sponsor and its designees to use the participant's name, voice, likeness, photograph, prize information, biographical data and city and state of residence in programming, advertising, trade and/or promotional material or on a winners' list (if applicable) without compensation or notice, to the extent permitted by law. Sponsor is not obligated to use any of the above mentioned information or materials, but may do so and may edit such information or materials, at Sponsor's sole discretion, without obligation or compensation.
13. **Disputes/Arbitration/Choice of Law:** Except where prohibited, entrants agree that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes, or the awarding of prizes/determination of prize winners, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration pursuant to the Rules of JAMS, then effective (notwithstanding the foregoing, entrant shall not be precluded from seeking relief in small claims court for disputes/claims within the scope of the jurisdiction of small claims court and any remedies available to entrant under applicable federal, state or local law remain available to entrant and are not waived pursuant to this section); (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other

damages, other than for actual out-of-pocket expenses, any and all rights to have damages multiplied or otherwise increased and any and all rights to injunctive relief. The arbitrator hearing such dispute/claim/cause of action shall be neutral and the entrant will have a reasonable opportunity to participate in the selection of the arbitrator. Such arbitration will take place at a location near the entrant's residence and the entrant has the right to an in-person hearing in the arbitration proceeding, if desired. The arbitration will allow for the discovery and/or exchange of non-privileged information between entrant and Sponsor. Should an entrant initiate arbitration pursuant to this section, they shall be responsible for JAMS's fees to do so (approximately, \$250), with all other costs of such arbitration being borne solely by Sponsor. If entrant is a California resident and Sponsor is the prevailing party in such arbitration, such entrant will not be responsible for Sponsor's costs and fees in conjunction with the arbitration proceeding; BUT, IN ALL OTHER CASES, ENTRANT WILL BE RESPONSIBLE FOR SUCH COSTS/FEEES IF REQUIRED BY THE ARBITRATOR'S RULING. For the avoidance of doubt, the requirement to arbitrate disputes pursuant to this section is reciprocal and binding both upon entrants and Sponsor. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and/or Released Parties in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New York, without regard for conflicts of law doctrine of New York or any other jurisdiction, and all proceedings shall take place in the City of New York, County of New York.

14. **Winners' List:** For the name of the winners, mail a separate, self-addressed, stamped envelope to: "*Exercise for Alaskan Adventure Sweepstakes Winners*", CSM Sport and Entertainment Inc., 440 9th Avenue, 17th Floor, New York, NY 10001, no later than 4/30/20.

This promotion is in no way sponsored, endorsed or administered by, or associated with Twitter, Inc., Instagram LLC, or Facebook, Inc. By participating in the promotion, you are providing your information to Sponsor, not to Twitter, Inc, Instagram LLC or Facebook, Inc.

Daily Burn, Inc. may share your information with Administrator for the purpose of administering the Sweepstakes. Daily Burn, Inc. may share your information with the Prize Provider if you opted in to receive marketing communications in your Website Entry or if you are a winner for the sole purpose of fulfilling your prize.