

## Official Sweepstakes Rules

### Official Rules for Premier Personal Training and Life Coaching's 17<sup>th</sup> Anniversary Life Changing Sweepstakes Giveaway ("Sweepstakes"). 17 Prizes Celebrating 17 Years in Business

**NO PURCHASE NECESSARY TO ENTER OR WIN.**

Sweepstakes runs at <http://www.westchesterpersonaltrainers.com/sweepstakes> from 12:00 AM eastern time ("E.T.") on 1/1/12 through 11:59 PM E.T. on 12/31/12. Void where prohibited by law.

**Eligibility: This Sweepstakes is only open to Pennsylvania residents, 18 years of age or older.** Employees/Associates of Premier Personal Training and Life Coaching ("Sponsor"), Dennis Carroll's Premier Personal Training, Inc.(Premier), and their respective parents, divisions, affiliates, subsidiaries, their promotional or marketing agencies, and anyone involved in the production and coordination of this Sweepstakes and the members of such employees' immediate family or household are not eligible to participate. For these Rules, "immediate family" means parents, siblings, children, spouse, and persons living in the same households of each (whether related or not). Premier will not accept submissions from wireless domains, blacklist domains, or any email address Premier deems to be potentially harmful to the sweepstakes and/or related websites. Sweepstakes is void where prohibited by law. **Winner(s) may be required to obtain medical clearance from their family physician (or other medical doctor(s)) prior to beginning an exercise/nutrition program. If winner fails to obtain medical clearance within 30 days of notice he/she may be disqualified and an alternate winner may be selected.**

**To Enter:** On the website; Fill in the required information and submit. You will be asked to provide your first name, last name, and email address, home address and telephone number. You will also be asked whether or not you wish to receive email from Premier Personal Training and to confirm that you have read and agree to these official rules. When you submit you will receive a coupon for a complimentary personal training session which will include a Functional Movement Screen (aka. Pre-hab)at the Premier location of 142 East Gay Street, West Chester, Pa, 19380. The coupon will have an expiration date and will NOT be honored beyond said date. Complementary sessions are available on a first come first served basis. Fulfillment of the complementary session will be dependent solely on the availability of Premier's staff of Professional trainers. The expiration date of the coupon will in no way be effected based upon lack of fulfillment due to any limitations of Premier's staff and or scheduling limitations.

All entries must be received no later than 11:59 PM E.T. on 12/31/12. Limit 1 entry per email address. Any person who has more than one email address at the same domain may only use one of his/her email addresses to enter. More than 1 entry per email address will be disqualified. **Any attempt to obtain more than 1 entries by using different or multiple email addresses, identities, log ins, automatic entry software or any other method is prohibited and will result in disqualification.** No copies, automated entries

(including, but not limited to, entries made using any script, macro, or sweepstakes service), facsimiles, or mechanical reproductions will be accepted. Entries will be declared made by the authorized account holder of the email address submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an internet service provider, online service provider, or other organization (e.g. business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. Potential winner may be requested to provide proof that s/he is the authorized account holder of the email address associated with the winning entry.

**Prize Award: Grand prize** One (1) winner will receive a 52 consecutive weeks of one on one professional personal training which will include # 2 sessions per week, a customized nutrition program, a Functional Movement Screen, and a life coaching program. Value of the grand prize is approximately \$9,000. The 52 weeks concludes at the end of 1 calendar year from the date of the first session regardless of the winners participation or ability to participate. Once notified, the winner will have 30 days to redeem the first session or the winner will be disqualified and will forfeit with no further opportunity to redeem the prize.

**2<sup>nd</sup> Prize:** One (1) winner will receive a 12 consecutive weeks of one on one personal training which will include #2 sessions per week. The 12 week program concludes 12 weeks from the date of the first session regardless of the winners participation or ability to participate. Once notified, the winner will have 30 days to redeem the first session or the winner will be disqualified and will forfeit with no further opportunity to redeem the prize.

**3<sup>rd</sup> Prize:** 15 winners will receive a Functional Movement Screen (FMS) with an exercise Rx (prescription). Functional Movement Screening has been referred to as Pre-hab, and helps to identify asymmetries and core weaknesses in the body. With this information, Premier's *professional staff* will create a customized exercise Rx for each winner. Once notified, the winner will have 30 days to redeem the first session or the winner will be disqualified and will forfeit with no further opportunity to redeem the prize.

Any changes to the health of the winner of any prize will in no way affect the end date(s) of the prize(s). Any unforeseen circumstances such as extended travel, natural disasters such as fire, earthquakes, blizzards, etc., or anything that affects the winners ability to participate, or anything that affects Premier's ability to fulfill or perform services to the fulfillment of the prize(s), will in no way affect the end date associated with each prize. Prizes are NOT redeemable for cash and are non-transferable. One FMS winner will be selected at the beginning of each month beginning on or about February 2, 2012 through December 2012. The grand prize, Second prize and remaining FMS prizes will be selected in a random drawing conducted on or about 1/03/13 from among all eligible entries received. Winner(s) will be notified via email by 1/10/13. If the potential winner cannot be contacted by email, or does not respond within 30 days to notification, he/she will be disqualified and an alternate winner will be selected. All winners will be required to sign an Affidavit of Eligibility, Liability and Publicity Release. If the winner's Affidavit is not returned within 10 business days of the date on the prize notification, the prize will be forfeited and awarded to an alternate entrant. No substitution or transfer of

prize is permissible. Federal, state, and local income taxes and any expenses relating to the acceptance and use of a prize in this Sweepstakes not specifically stated herein are the sole responsibility of the winner. Winner will receive a 1099 reflecting the total value of the prize.

**Sweepstakes Privacy:** Your registration for this Sweepstakes constitutes your consent for Sponsor and Administrator to use your personal information only for the purpose of administering the Sweepstakes and awarding the prize, unless you have opted to receive e-mail communications from Premier Personal Training and Life Coaching. At no time whatsoever will any personal information collected be divulged to any other parties except those directly involved in this sweepstakes. We do not sell or give your information away.

**General Conditions:** All entries are subject to verification prior to awarding a prize. Odds of winning depend upon the total number of entries received. By entering, winner and entrants agree to release, discharge, indemnify and hold harmless, Sponsor and the Administrator, and each of their respective officers, directors, employees, representatives and agents from and against any claims, damages or liability due to any injuries, damages or losses to any person (including personal injury or death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of the respective prize or participation in any Sweepstakes-related activity or participation in this Sweepstakes, or any claims based on rights of publicity, rights of privacy and/or service/merchandise delivery. Sponsor is not responsible for printing or typographical errors in any sweepstakes-related materials; for lost, stolen, late, misdirected, damaged, incomplete, illegible, or postage-due mail or entries, or for transactions that are lost or fail to enter the processing system, are processed, reported, or transmitted late, or are lost for any reason including computer, telephone, paper, or any other malfunction including human error. Sponsor is also not responsible for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of completed entries, the announcement of the prizes or in any Sweepstakes-related materials. Sponsor is 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 Sweepstakes. Nor is Sponsor 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 Sweepstakes. Sponsor, at its sole discretion, reserves the right to cancel or modify this Sweepstakes if fraud or technical failures (including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, or any other causes beyond the control of Sponsor and Administrator) compromise the integrity of the

Sweepstakes. If the Sweepstakes is cancelled for any reason before completion of the Promotion Period, all entries received up to the point of termination will be included in a random drawing to award the Prizes. Submitted materials become the sole property of Sponsor and will not be returned. Each winner, by acceptance of prize - except where legally prohibited - grants permission for Sponsor and its designees to use his/her name, address (city and state), photograph, voice and/or other likeness and prize information for advertising, trade and promotional purposes relating to this Sweepstakes without further compensation, in all media now known or hereafter discovered, worldwide in perpetuity, without notice or review or approval. By entering, you accept and agree to these rules and the decisions of the Administrator and/or Sponsor, which shall be final and binding in all respects. Except where prohibited by law, all issues concerning the construction, validity and enforcement of these Official Rules, or the rights and obligations of the entrant and Sponsor, shall be construed and governed by the laws of the state of Pennsylvania without regard to conflicts of law. All suits or claims brought in connection with this Sweepstakes must be brought in a state or federal court in West Chester, Pa.

**Winner's Name:** Winner's name will NOT be provided except as is used in advertising and or promotional use.