

2022 PHIVE by PAIGE HATHAWAY Fit in 5 Challenge Sweepstakes Official Rules

- 1) **Timing.** The 2022 PHIVE FIT IN 5 CHALLENGE by PAIGE HATHAWAY Sweepstakes (“Sweepstakes”) begins on June 27, 2022 at 1:00 a.m. EST and ends on JULY 31 2022 at 11:59 p.m. EST (the “Sweepstakes Entry Period”).
- 2) **Sponsor.** The Sweepstakes is sponsored by Plankk Media, Inc., 188 Front Street, Franklin, TN 37064 (“Sponsor”).
- 3) **Eligibility.** The Sweepstakes is only open to individuals who are at least eighteen (18) years of age at the time of entry. Regrettably, residents of certain states and countries are not allowed to enter the Sweepstakes for a variety of reasons, which include local laws and compliance legislation. Those states include, without limitation: New York, Florida, and Arizona. These countries/provinces include, without limitation: all countries on the United States’ list of embargoed countries, Afghanistan, Bahamas, Belgium, Belize, Bolivia, the province of Quebec (Canada), Cambodia, Chad, China, Colombia, Cuba, Dominican Republic, Ecuador, Egypt, El Salvador, Ghana, Guatemala, Guinea, Haiti, Honduras, Iran, Iraq, Italy, Jamaica, Lebanon, Mali, Myanmar, Nicaragua, North Korea, Pakistan, Panama, Peru, Singapore, Somalia, Sudan, Syria, Tanzania (the United Republic of), Thailand, Trinidad and Tobago, Tunisia, Turkey, Uganda, Ukraine, Venezuela, Yemen, Zimbabwe, and any other country where local laws would prohibit entry into the Sweepstakes. Other countries are void where prohibited. Entries are limited to individuals only; commercial enterprises and business entities are not eligible. Entries are limited to individuals only; commercial enterprises and business entities are not eligible. By participating in the Contest, each entrant accepts the conditions stated in these Official Rules, agrees to be bound by the decisions of Sponsor and warrants that they are eligible to participate in the Sweepstakes. Employees, independent contractors, non-employee workers, officers, directors, members, and agents of Sponsor and its affiliates, subsidiaries, advertising, promotion, and fulfillment agencies, and legal advisors, and their immediate family members and persons living in the same household, are not eligible to participate in the Contest. The Contest is subject to all applicable federal, state and local laws and regulations and is void where prohibited by law. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES (see Section 4(b) below). PURCHASE DOES NOT IMPROVE AN INDIVIDUAL’S CHANCES OF WINNING.
- 4) **How to Enter.** There are three ways to enter during the Sweepstakes Entry Period:
 - a) **By Registration.** Enter by participating in, and completing, the 2022 PHIVE by PAIGE HATHAWAY Challenge. Participants may enter the Sweepstakes by visiting <https://PHIVEAPP.COM/>
 - b) **By Mailing In Without Purchase.** To enter the Sweepstakes without participating in the Fitness Challenge, visit the Sweepstakes Website and print the FREE ENTRY FORM. Place the completed entry form in an envelope, with the name of the sweepstakes written on the form (“2022 Fit in 5 Challenge by Paige Hathaway”) and mail to:

2022 PHIVE Fit in 5 Challenge by Paige Hathaway Sweepstakes
Entry Request

Plankk Media, Inc.
188 Front Street, Franklin, TN 37064

Upon Sponsor's actual receipt of mail-in entry form you will receive one (1) entry into the Sweepstakes. Your envelope must be postmarked within the Sweepstakes Entry Period and received within five business days of the close of the Sweepstakes Entry Period. Only one entry form per envelope will be accepted. No illegible, incomplete, forged, mechanically reproduced or altered entries will be accepted. All entries become the property of Sponsor and will not be returned.

- c) Receive Entries Through Referrals. At the sole discretion of Sponsor, additional entries in the Sweepstakes may be earned by referring a friend. At the sole discretion of Sponsor, additional entries may also be earned from time to time by completing tasks specified on the Sweepstakes Website, which may commence during the course of a sweepstakes, at the sole discretion of Sponsor. Please see the Sweepstakes Website for additional details.
- 5) **Entry Rules.** Limit of 100 entries per person for the Sweepstakes regardless of method of entry. Entrants are not permitted to share the same email address. Any attempt by any participant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that participant's entries and that participant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected entries, which will be disqualified. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the registrant or player. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder. Sponsor reserves the right to contact entrants and all other individuals whose email address is submitted as part of this Sweepstakes.
- 6) **Selection of Winners.** On or about Aug 15th, 2022 (the "Drawing Date"), Sponsor will select one (1) Grand Prize (as defined below) winner of the Sweepstakes ("Grand Prize Winner") and two (2) Second Prize (as defined below) winners (each, a "Second Prize Winner"). The Grand Prize and the Second Prizes are referred to collectively herein as "Prizes" and each is referred to generally as a "Prize". The Grand Prize Winner and the Second Prizes winners are referred to collectively herein as "Winners". Each Winner will be selected in a random drawing from all eligible entries received during the Sweepstakes Entry Period. Each selected Winner will be contacted on or about the Drawing Date, or a reasonable number of days thereafter, using the email address provided with the entry. The actual award of each Prize will be subject to verification of eligibility and compliance with the terms of these Official Rules, as well as the execution and return of any documents deemed necessary by Sponsor, as more fully set forth in Section 6, below.
- 7) **Odds.** Odds of winning depend on the number of eligible entries received during the Sweepstakes Entry Period.

8) **Verification of Winner.** EACH POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY SPONSOR. SPONSOR'S DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE ADMINISTRATION, OPERATION, AND ALL OTHER MATTERS RELATED TO THE SWEEPSTAKES, INCLUDING WITHOUT LIMITATION, THE SELECTION OF A WINNER. Each potential Winner may be required to complete and return an Affidavit of Eligibility, Release of Liability and Publicity Release (where permitted by law) (collectively, the "Affidavit") by the date specified by Sponsor, or an alternate Winner may be selected. At Sponsor's discretion, a background check may be performed, which each Winner must pass in order to receive a Prize. In the event that a potential Winner: (a) cannot be reached for whatever reason after a reasonable effort has been exerted or the potential winner notification or Affidavit is returned as undeliverable; (b) declines or cannot accept, receive or use the Sweepstakes Prize for any reason; (c) is found to be ineligible to enter the Sweepstakes or receive the Prize, cannot or does not comply with the Official Rules, or (d) fails to fulfill the Affidavit-related obligations, the potential Winner shall be disqualified from the Sweepstakes and an alternate potential Winner may be selected, at Sponsor's sole discretion, from among the other eligible entries received. Sponsor reserves the right to modify the notification and Affidavit procedures in connection with the selection of an alternate potential Winner, if any.

9) **Prizes.**

a) Grand Prize.

i) One (1) grand prize will be awarded, and the Winner will receive the following grand prize ("Grand Prize"), with a total Approximate Retail Value of FIVE Thousand Dollars (USD \$5,000.00):

(1) Non-Scale Victory One Thousand Dollars (USD \$1,000.00); and

(2) Best Transformation One Thousand (USD Dollars \$1,000).

ii) Prize Details. Any Grand Prize elements not specifically described in this Section may be determined by Sponsor, in its sole and absolute discretion. Sponsor may, in its sole and absolute discretion, present a potential Grand Prize Winner with one or more Grand Prize options, from which such potential Grand Prize Winner may choose one. However, no potential Grand Prize Winner is guaranteed or entitled to have the ability to request or demand any Prize elements that are not specifically stated in this section.

b) Second Prizes.

ii) Prize Details. Any Second Prize elements not specifically described in this Section may be determined by Sponsor, in its sole and absolute discretion. Sponsor may, in its sole and absolute discretion, present a potential Second Prize Winner with one or more Second Prize options, from which such potential Grand Second Winner may choose one.

However, no potential Second Prize Winner is guaranteed or entitled to have the ability to request or demand any Prize elements that are not specifically stated in this section.

- c) Except as explicitly stated, all Prizes are awarded as is, without any representations or warranties, and cannot be transferred, sold, substituted or redeemed for cash by any Winner. Each Winner is solely responsible for all taxes, costs, and fees associated with Prize receipt, ownership and/or use. In no event will more than the stated number of prizes be awarded.
- 10) **Conditions.** Each entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of Sponsor which are binding and final in all matters relating to this Sweepstakes; (b) defend, indemnify, release and hold harmless the Sponsor its respective parents, subsidiaries, affiliated companies, agents, celebrities, and any other person and organization responsible for sponsoring, fulfilling, administering, advertising, or promoting the Sweepstakes, and all of their respective past and present officers, directors, employees, agents, and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including without limitation, reasonable attorneys' fees and legal expenses, which arise out of any third party claim, including but not limited to, negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, or death or personal injury arising out of or relating to an entrant's entry, creation or submission of an entry, participation in the Sweepstakes, acceptance, possession, attendance at, defect in, delivery of, inability to use, use or misuse of a Prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of the entry. The Prize are awarded as-is, without warranty of any kind.
- 11) **Publicity.** Except where prohibited, participation in the Sweepstakes constitutes each entrant's consent for Sponsor and its designees to use their name, biographical information, likeness, voice, statements, city and state of residence ("Personal Attributes"), as well as prize information, for any and all purposes, including, but not limited to, advertising, trade and/or promotion on behalf of Sponsor, in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, electronic, cable, or World Wide Web, without further limitation, restriction, compensation, notice, review, or approval, for a period of fifteen (15) years,. Participation further constitutes each entrant's acknowledgment that they release and discharge the Released Parties from any liability including, without limitation, claims for invasion of privacy, violation of right of publicity, defamation of character, or violation of copyright or any other intellectual property right, whether intentional or otherwise, in connection with such use. Contestants further waive the right to approve copy of any such promotional, publicity, or public relations materials produced.
- 12) **General conditions.** Sponsor and its subsidiaries, affiliates, divisions, partners, representatives, agents, successors, assigns, employees, officers, and directors shall not have any obligation or responsibility, including any responsibility to award any Prize to any entrants, with regard to: (a) entries that contain inaccurate information or do not comply with or violate the Official Rules; (b) entries, Prize claims or notifications that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind; (c) entrants who have committed fraud or deception in entering or participating in the Sweepstakes or claiming a Prize; (d) telephone,

electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties; (e) any inability of a Winner to accept a Prize for any reason; (f) if a Prize cannot be awarded due to delays or interruptions due to acts of God, natural disasters, terrorism, weather or any other similar event beyond Sponsor's reasonable control; or (g) any damages, injuries or losses of any kind caused by a Prize or resulting from awarding, acceptance, possession, use, misuse, loss, or misdirection of a Prize or participation in this Sweepstakes, or any promotion or Prize-related activities. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be (a) tampering with the entry process or the operation of the Sweepstakes, or with any website related to Sponsor or the Sweepstakes; (b) acting in violation of the Official Rules; or (c) entering or attempting to enter the Sweepstakes multiple times through the use of multiple email addresses or the use of any robotic or automated devices to submit entries. If Sponsor determines, in its sole discretion, that technical difficulties or unforeseen events compromise the integrity or viability of the Sweepstakes, Sponsor reserves the right to void the entries at issue, and/or terminate the relevant portion of the Sweepstakes, including the entire Sweepstakes, and/or modify the Sweepstakes and/or award a Prize from all eligible entries received during the Sweepstakes Entry Period.

13) **Limitations of Liability.** The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Sweepstakes; (d) technical or human error in the administration of the Sweepstakes or the processing of entries; or (e) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, by entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's registration is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes. No more than the stated number of Prizes will be awarded.

14) **Disputes.** As a condition of entry, each entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any Sweepstakes Prizes awarded, shall be resolved individually, without resort to any form of class action; (b) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved exclusively and exclusively via the State and Federal courts located in Nashville, TN; (c) 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 (d) 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, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE FOREGOING MAY NOT APPLY. 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, shall be governed by, and construed in accordance with, the laws of the State of Tennessee, without giving effect to any choice of law or conflict of law rules (whether of the State of Tennessee or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Tennessee.

- 15) **Winner list.** The Winner list will be available after winner confirmation is complete. For a Winner list, send an self-addressed, stamped envelope with a written request for the list of winners to the following address (Only the first name, last initial, and state of residence of each Winner will be made available):

The 2022 PHIVE by Paige Hathaway Fit in 5 Challenge Sweepstakes
Winner List Request
Plankk Media, Inc.
188 Front Street
Franklin, TN 37064

The 2022 PHIVE by Paige Hathaway Fit in 5 Challenge

Contest Official Rules

Overview: The 2022 PHIVE Fit in 5 Challenge by Paige Hathaway (the "Contest") is a competition that gives subscribers of the FORWARD by Noelle application the chance to compete for a set of prizes that will be judged by a panel of qualified judges. 2 winners will be selected based on the category of "Non-Scale Victory," and three winners will be selected in the category of "Best Transformation." A total of two winners will be selected, and each will receive the Prize (as defined below), in accordance with the terms set forth in these Official Rules. The Contest is sponsored by Plankk Media, Inc. (the "Sponsor").

- 1) **Eligibility.** The Contest open only to subscribers of the *PHIVE* application ("App"), who are at least 18 years of age at the time of entry. Regrettably, residents of certain states and countries are not allowed to enter the Contest for a variety of reasons, which include local laws and compliance legislation. Those states include, without limitation: Colorado, Maryland, Nebraska, North Dakota, and Vermont. Those countries/provinces include, without limitation: all countries on the United States' list of embargoed countries, Afghanistan, Bahamas, Belgium, Belize, Bolivia, the province of Quebec (Canada), Cambodia, Chad, China, Colombia, Cuba, Dominican Republic, Ecuador, Egypt, El Salvador, Ghana, Guatemala, Guinea, Haiti, Honduras, Iran, Iraq, Italy, Jamaica, Lebanon, Mali, Myanmar, Nicaragua, North Korea, Pakistan, Panama, Peru, Singapore, Somalia, Sudan, Syria, Tanzania (the United Republic of), Thailand, Trinidad and Tobago, Tunisia, Turkey, Uganda, Ukraine, Venezuela, Yemen, Zimbabwe, and any other country where local laws would prohibit the provision of or entry into the Contest. Other countries are void where prohibited. Entries are limited to individuals only; commercial enterprises and business entities are not eligible. By participating in the Contest, each entrant accepts the conditions stated in these Official Rules, agrees to be bound by the decisions of Sponsor and warrants that they are eligible to participate in the Contest. Employees, independent contractors, non-employee workers, officers, directors, members, and agents of Sponsor and its affiliates, subsidiaries, advertising, promotion, and fulfillment agencies, and legal advisors, and their immediate family members and persons living in the same household, are not eligible to participate in the Contest. The Contest is subject to all applicable federal, state and local laws and regulations and is void where prohibited by law.

- 2) **Sponsor.** The Contest is sponsored by Plankk Media, Inc., 188 Front Street, Franklin, TN 37064 (“Sponsor”).
- 3) **Agreement to Official Rules.** Participation in this Contest constitutes each Contestant’s (as defined below) full and unconditional agreement to these Official Rules, as well as any other documentation provided to by Sponsor, (the “Documentation”), and Sponsor’s decisions, which are final and binding in all matters related to this Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein and in the Documentation. To the extent any conflicts arise between these Official Rules and the Documentation, the Official Rules will govern.
- 4) **Timing.** The Contest begins on June 27, 2022 at 1:00 a.m. EST and ends on Aug 4th, 2022 at 11:59 p.m. EST. Sponsor’s computer system is the official time-keeping device for this Contest.
- 5) **How to Enter and Compete.** Subscribers of the *PHIVE by Paige Hathaway* application may enter the Contest via sign up within the App, and must submit “before” pictures at that time. Each picture must be full body, with side profile and one frontal shot. Contestants must then then complete each day of the 2022 FORWARD by Noelle Transformation Challenge. Upon completion, Contestants must submit “after” pictures. Again, each picture must be full body, with side profile and one frontal shot. All Contest elements (before picture, completion of all days of the challenge, and “after pictures) (collectively, “Entry Materials”) must be completed by Aug 4th, 2021 at 11:59 p.m. EST. Only the registered account holder in the App may submit Entry Materials for the Contest (each such entrant is a “Contestant”). By submitting an entry, each Contestant agrees that their submission conforms to the restrictions set forth below and that Sponsor, in its sole discretion, may remove and disqualify any submission from the Contest if it believes the submission fails to conform to the Content Restrictions or does not meet any other criteria stated elsewhere in these Official Rules.

Content Restrictions: The following rules apply to all Entry Materials:

- must not include images of any third party;
- must include private information of any third party, such as name, address, phone number, or email address;
- must not disparage, ridicule, denigrate, or embarrass Sponsor or its employees or products;
- must not include any live animals;
 - must not contain material that violates or infringes another’s rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
 - must not contain material that Sponsor deems to be inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;
 - must not contain material that Sponsor deems to promote bigotry, racism, hatred or harm against any group or individual or to promote discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
 - must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where it is created;
- must not contain any indecent, vulgar, obscene, or offensive material;
 - must not contain brand names or trademarks; and;
 - must not contain any elements that would violate any third-party rights of any kind.

- 6) **Rights.** Submitting Entry Materials constitutes each Contestant's a grant of an exclusive, fully paid, fully sublicensable, royalty-free and irrevocable license to use to use, produce, reproduce, modify, publish, and display the Entry Materials in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including, but not limited to, for promotional or marketing purposes, for a period of fifteen (15) years. If requested, each Contestant agrees to sign documentation that may be required for Sponsor or its designees to make use of the exclusive rights granted herein.

- 7) **Winner Determination, Notification and Requirements.** A panel of qualified judges, as determined and selected by Sponsor in its sole discretion, will judge the Entry Materials and select 2 winning Contestants, based on the criteria of "non-scale victory," and "best transformation" ("Judging Criteria"), in their sole discretion. The potential winning Contestants will be announced on or around July 21, 2022, or as otherwise determined by Sponsor in its sole discretion. The potential winning Contestants will be required to sign and return any documents deemed necessary by Sponsor within 5 business days of the date notice or attempted notice is sent, in order to claim the prize. If a potential winning Contestant cannot be contacted, fails to sign and return the all necessary documentation within the required time period, or is disqualified for any other reason, including a violation of these official rules, the potential winning Contestant forfeits the prize and the Contestant with the next highest score may be selected as a potential winner. Only 3 alternate winners may be determined, after which the prize may remain un-awarded. SPONSOR'S DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE ADMINISTRATION, OPERATION, AND ALL OTHER MATTERS RELATED TO THE CONTEST, INCLUDING WITHOUT LIMITATION, THE SELECTION OF A WINNER.

- 8) **Prizes.** The five winning contestants will each received One Thousand Dollars (USD \$1,000.00). No substitution, exchange or transfer of any prize by any winner without Sponsor's prior approval. Sponsor reserves the right to substitute a prize for one of equal or greater value. Each prize winner is responsible for all taxes and fees associated with their prize. Without limiting the generality of these Official Rules, each winning Contestant shall irrevocably grant, transfer, convey and assign to Sponsor and Sponsor's designees, a royalty-free, irrevocable, exclusive license to use, produce, reproduce, modify, publish, and display the Entry Materials in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including, but not limited to, for promotional or marketing purposes. Sponsor shall not incur any liability whatsoever to the extent that Sponsor chooses to refrain from any exploitation of its rights hereunder. A winner may/may not have their name or other personal attributes mentioned in the marketing and promoting of the Contest, as determined by Sponsor in its sole discretion. If requested, each contest Winner agrees to participate in any and all recorded interviews requested by Sponsor in relation to the Contest. By entering the Contest, each winner consents to any use that Sponsor and its respective parent, subsidiaries, and agents and any agencies of Sponsor may make of the Entry Materials. In no event will more than the stated number of prizes be awarded.

- 9) **Publicity.** Except where prohibited, participation in the Contest constitutes each Contestant's consent for Sponsor and its designees to use their name, biographical information, likeness, voice, statements, city and state of residence ("Personal Attributes"), as well as prize information, for any and all purposes, including, but not limited to, advertising, trade and/or promotion on behalf of Sponsor, in any and all forms of media, now known or hereafter devised, including, but

not limited to, print, TV, radio, electronic, cable, or World Wide Web, without further limitation, restriction, compensation, notice, review, or approval, for a period of fifteen (15) years. Participation further constitutes Contestant's acknowledgment that they release and discharge the Released Parties (defined below) from any liability including, without limitation, claims for invasion of privacy, violation of right of publicity, defamation of character, or violation of copyright or any other intellectual property right, whether intentional or otherwise, in connection with such use. Contestants further waive the right to approve copy of any such promotional, publicity, or public relations materials produced.

- 10) **General Conditions.** If for any reason, the Contest is not capable of running as planned by reason of infection by virus, bugs, worms, tampering, unauthorized intervention, fraud, technical failures, undeliverable or postage-due mail, or any other causes which, in the sole opinion of the Sponsor, may corrupt or affect the administration, operation, security, fairness, integrity or proper conduct of this Contest, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest in a manner deemed fair and appropriate by Sponsor, in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it suspects of infringement or it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of the Official Rules of this or any other promotion, or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of this Contest may be in violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. The Released Parties (as defined in Section 10, below) are not responsible for lost, late, stolen, damaged, corrupt, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Entry Materials, all of which will be void.
- 11) **Release and Limitations of Liability.** Except where prohibited, by participating in the Contest, each Contestant agrees to release, indemnify, defend and hold harmless Sponsor and its related companies, promotional partners, prize partners, parent companies, subsidiaries, affiliates, and their respective agents and agencies, and their respective officers, directors, employees and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Contest, including, but not limited to: (a) unauthorized human intervention in the Contest; (b) technical errors related to computers, servers, providers, or telephone or wireless networks, network lines, both planned for maintenance, and unplanned; (c) printing errors; (d) errors in the administration of the Contest or the processing or judging of Entry Materials; (e) defamation which may be caused, directly or indirectly, in whole or in part, from disparagement of the Entry Materials or any person involved in their creation; (f) late, lost, or undeliverable email, mail or shipments; (g) infringement of any third-party rights which may be caused by any Entry Materials; or (h) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participation in the Contest. Each Contestant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Contest and in no event shall the Released Parties be liable for attorney's fees. Each Contestant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.
- 12) **Disputes.** Each Contestant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Contest shall be resolved individually, without resort to any form of class action, and exclusively via the State and Federal courts located in Nashville, TN; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred,

including costs associated with entering this Contest, but in no event attorneys' fees; and (c) under no circumstances will Contestants be permitted to make any claims for punitive, incidental and consequential damages, or any other damages, other than for actual out-of-pocket expenses. Any and all rights to have damages multiplied or otherwise increased are similarly waived. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE FOREGOING MAY NOT APPLY. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Contestants and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Tennessee, without giving effect to any choice of law or conflict of law rules (whether of the State of Tennessee or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Tennessee .

- 13) **Winner List Requests.** The Winner list will be available after winner confirmation is complete. For a Winner list, send an self-addressed, stamped envelope with a written request for the list of winners to the following address (Only the first name, last initial, and state of residence of each Winner will be made available):

The 2022 PHIVE APP Fit in 5 Challenge by Paige Hathaway
Winner List Request
Plankk Media, Inc.
188 Front Street
Franklin, TN 37064