

## Repsol Sport Centre 30 Day Yoga & Cycle Challenge (“Yoga & Cycle Challenge”) Rules and Regulations

### How to Enter:

1. No purchase necessary in order to participate in the Yoga & Cycle Challenge.
2. Yoga & Cycle Challenge starts at 12:01 a.m. Pacific Standard Time (“PT”) on **March 15<sup>th</sup>, 2017** and closes at 11:59 p.m. PT on **April 30<sup>th</sup>, 2017** (the “Contest Period”).
3. Yoga & Cycle Challenge Rules and Regulations and more about entering the contest can be found at [www.repsolportcentre.com](http://www.repsolportcentre.com).
4. Visiting Repsol Sport Centre and participating in any Yoga/Pilates/Strength & Balance or Cycle classes will be considered “entries” and must be achieved within the Contest Period to be eligible. The determinant of the time for the purposes of a valid entry in this Contest will be participating in as many Yoga/Pilates/Strength & Balance or Cycle classes during the contest period. A maximum of 1 class per day will be tracked up to a maximum of 30 classes during the contest period. No make-up classes or days will be allowed for days missed during the contest period. The Contest Sponsors will not be responsible for an entrant’s inability to properly record their participation as outlined in item (5) below.
5. By participating in as many Yoga/Pilates/Strength & Balance or Cycle classes during the contest period as they can (maximum of 30), participants will be entered into the contest. Participant progress will be tracked on the Yoga & Cycle Challenge Board located near the Member Lounge. Instructors will distribute stickers to participants after each class attended. Participants must obtain sticker from the instructor and place beside their name on the Yoga & Cycle Challenge Board. Entrants agree to be bound by these official rules and regulations and all decisions of the Contest Sponsors.
6. Entrants who share their booked Yoga/Pilates/Strength & Balance or Cycle classes on Facebook or Twitter using the Repsol Sport Centre Loyalty APP or Online Active Member Rewards Portal or simply share any experience in the Challenge on Facebook, Twitter or Instagram will receive an additional entry into the contest. Any classes booked and shared that are not attended will not result in an additional entry. Entrants who share on social media must also tag us @repsolsport on Twitter and Instagram, Repsol Sport Centre on Facebook and use **#RSCYogaCycle30. Maximum of one social**

**media share per day will be counted as an entry.** Multiple daily shares cannot be carried over to other days as corresponding posts and entries must be on the same day. Maximum of 30 shares will be counted.

### Who Can Enter:

7. The Contest is **open to all residents of Canada who currently reside in Calgary, Alberta** (except employees of the Contest Sponsors, and advertising and promotional agencies, and all family members of such persons and persons with whom these employees are domiciled) **and participates in Yoga/Pilates/Strength & Balance or Cycle classes during the contest period.** The Contest is subject to all federal, provincial and municipal laws and is void where prohibited.

### Prizing:

8. There is one (1) **GOLD Prize** consisting of a \$1,500 Fairmont Gift Card, one (1) 12 month \$995.40 Massage membership courtesy of Lifemark Sport Medicine (Repsol Sport Centre location) and Repsol Sport Centre Swag Bags for two (2). Estimated value is **\$2695.40**. There will be a **SILVER Prize** consisting of one (1) Adult Annual Membership, one (1) 12 month \$995.40 Massage membership courtesy of Lifemark Sport Medicine (Repsol Sport Centre location), one (1) \$150 Tri It Multisport gift certificate and one (1) Repsol Sport Centre Swag bag. Total estimated value is **\$2064.40**. There will be a **BRONZE Prize** consisting of one (1) Adult 30-Day Card or Annual Membership one month extension, one (1) \$100 gift certificate to Bow Cycle & Sports one (1) Repsol Sport Centre Swag bag. Estimated value **\$326**.

All prizes must be accepted as awarded, may not be sold, exchanged, transferred or refunded and are not convertible to cash. The Contest Sponsors reserve their right to substitute a prize or prize component with one of equal or greater value.

### Contest Draw:

9. If more than one (1) contestant qualifies for any of the prize categories, a random draw will be held during a Yoga/Pilates/Strength & Balance or Cycle class the first week of May from all eligible participants. Eligible participants who do not win

the GOLD Prize draw, should there be a need for one, will also have their name entered for the next prize level.

10. Within **five (5) business days** following any draw, the Selected Entrant will be contacted via email or phone call and given a prize notification ("Prize Notification").

11. If the Selected Entrant does not respond to the Prize Notification within five (5) business days thereof or does not comply with these official rules and regulations, the prize will be automatically forfeited and the contestant with the second highest amount of classes attended will be awarded the prize.

12. Return of any Prize Notification as undeliverable may result in disqualification and an alternate entrant may be selected by random draw.

13. The odds of being drawn as a Selected Entrant depend upon the number of eligible entries received.

#### **How to Win:**

14. (a) To be declared a winner and recipient of a prize (a "Winner"), the Selected Entrant must attend and participate in the Yoga & Cycle Challenge, (b) Register by telling a Yoga, Pilates, Strength & Balance or Cycle Instructor you wish to participate in the Yoga & Cycle Contest by providing them with your full name, email address, phone number and Social Media user name if you plan to share class bookings to get extra entries, (c) By entering the Yoga & Cycle Challenge, the Winner authorizes the Contest Sponsors to broadcast, publish and disseminate his/her name, photograph, likeness, sobriquet and voice, in connection with any further publicity carried out in connection with the Yoga & Cycle Challenge Contest, at no additional compensation to the Winner beyond the awarding of the prize, (d) By entering the Yoga & Cycle Contest each participant authorizes their name to be displayed on the Yoga & Cycle Challenge Board located in the Member Lounge and each contestant is responsible for acquiring a sticker upon completion of a Yoga/Pilates/Strength & Balance or Cycle class and placing it on the Yoga & Cycle Challenge board beside their name, (e) Each entrant may increase their chances of winning the **Gold Prize** by sharing on social media and tagging @RepsolSport on Twitter and Instagram or Repsol Sport Centre on Facebook and use #RSCYogaCycle30.

15. The Selected Entrant may also be required to submit valid proof of identity. If the Selected

Entrant is unable to provide valid proof of identity he or she may, at the sole discretion of the Contest Sponsors, be disqualified.

#### **Disclaimer and Liability Exclusion:**

16. The Contest Sponsors are not responsible for late, lost, incomplete, illegible or misdirected entries during the Yoga & Cycle Challenge; for any technical malfunction or other problems relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software, failed network connections, failed, incomplete, garbled or delayed computer transmissions, online failures or communication failures other circumstances affecting, disrupting or corrupting the Yoga & Cycle Challenge in any manner, including without limitation, receipt of entries, entrants' ability to participate in the Yoga & Cycle Challenge Contest, prize notification or entrant response to the notification, for any reason including, but not limited to, technical problems or traffic congestion on the Internet or at any web site, or any combination of the foregoing. Further, the Contest Sponsors are not responsible for any damage to entrants' or third party's computer or mobile devices occasioned by participation in the Yoga & Cycle Challenge or by downloading any information necessary to participate in the Yoga & Cycle Challenge.

17. The Contest Sponsors reserve their right to cancel, terminate, modify, amend or extend the Yoga & Cycle Challenge or modify the official rules and regulations at any time without notice and shall have no liability to anyone, including entrants, for the cancellation or termination of the Yoga & Cycle Challenge Contest.

18. The Contest Sponsors shall take all reasonable steps to attempt to deliver the prize to the Winner within 30 days of the satisfaction of the requirements by the Winner. Should the Contest Sponsors be unable to deliver the prize to the Winner within 30 days due to factors outside of the control or power of the Contest Sponsors, the Contest Sponsors shall have no liability in contract or tort to any person, including the Winners, for such delayed delivery.

19. By entering the Yoga & Cycle Challenge each entrant agrees that the Contest Sponsors shall not be liable for losses or injuries of any kind resulting from acceptance or possession or use of any prize awarded and entrants agree to release, discharge and hold harmless the Contest Sponsors, their respective parents, subsidiaries, successors, assigns, affiliates, licensors, agents, employees,

representatives, officers, directors or shareholders, for all claims or damages arising out they will take no action against the Contest Sponsors, their respective parents, subsidiaries, successors, assigns, agents, affiliates, employees, representatives, officers, directors or shareholders for any loss or damage resulting from the Winners' participation in the Yoga & Cycle Challenge or acceptance, possession or use of any prize.

20. The Contest Sponsors make no warranty, guarantee or representation of any kind concerning the prizes and disclaim any implied warranty.

**General Conditions:**

21. The Yoga & Cycle Challenge is managed by the Contest Sponsors. All decisions of the Contest Sponsors are final and binding on all entrants without right of appeal.

22. Personal information provided by each entrant by entering the Yoga & Cycle Challenge becomes the property of the Contest Sponsors. For more information please visit the Privacy & Security Policy found online at [www.repsolsportcentre.com](http://www.repsolsportcentre.com).

23. As a condition of participating in the Yoga & Cycle Contest, each entrant agrees that any dispute or cause of action arising out, of or connected with, the Contest shall be resolved individually, without resort to any form of class action proceeding, and exclusively before a court located in the province of Alberta and that the court shall apply the laws of the province of Alberta doctrines of conflict of law and that you agree to be subject to personal jurisdiction in the province of Alberta. Further, each entrant agrees to waive all rights to claim punitive, incidental or consequential damages, or any other damages, including legal costs or attorneys' fees, other than the entrant's out-of-pocket expenses associated with entering the Yoga & Cycle Challenge.

24. In the event of a dispute, entries will be deemed to have been submitted by the authorized account holder of the card submitted at the time of entry. "Authorized account holder" is defined as the person who is assigned the membership access card provided by Repsol Sport Centre. If the identity of an entrant is disputed, the authorized account holder associated with the membership access card account at the time of entry will be deemed to be the entrant.

25. CAUTION: Any attempt to deliberately damage any web site or undermine the legitimate operation of the Contest is a violation of criminal

and civil laws and should such an attempt be made, the Contest Sponsors reserve the right to seek damages or other remedies from any such person(s) responsible for the attempt to the fullest extent permitted by law.