

## Repsol Sport Centre “ThePUSH Challenge” Contest Rules and Regulations

### How to Enter:

1. Must be a registrant of ThePUSH program. No additional purchase necessary in order to participate in the “ThePUSH Challenge” Contest.
2. “ThePUSH Challenge” Contest starts at 6:00 a.m. Mountain Standard Time (“MST”) on **January 20th, 2020** and closes after all testing has been completed, by all participants during **the week of April 6<sup>th</sup> - 12<sup>th</sup>, 2020** (the “Contest Period”).
3. “ThePUSH Challenge” Contest Rules and Regulations and more about entering the contest can be found at [www.repsolsportcentre.com](http://www.repsolsportcentre.com).
4. Participants are required to participate in before & after fitness tests also known as Pre-Appraisal Week (January 20 - 26, 2020) and Post Appraisal Week (April 6 - 12, 2020). These tests will measure; **endurance, push/pull, core, lower body strength, upper body strength and body composition**. Participating in ThePUSH Challenge will be considered entries.
5. By signing up for ThePUSH Challenge and completing the before and after tests participants agree to be bound by these official rules and regulations and all decisions of the Contest Sponsors.

### Who Can Enter:

6. The Contest is **open to all residents of Canada** (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). The Contest is subject to all federal, provincial and municipal laws and is void where prohibited. **Note:** Contestants must be at least 16 years of age at time of entry to be eligible for prizing.

### Prizing:

7. There will be a grand prize awarded to one (1) male Winner and one (1) female Winner with the most measurable results. Each prize will consist of One (1) Annual Adult Membership (\$819), one (1) Annual Executive Locker Room Membership, no tote (\$435), six (6) one-hour sessions with a Personal Trainer (\$486) and One (1) Fitness Gift Prize Pack (\$100). Total estimated value: \$1,840.
8. Secondary prizing will be awarded to a single participant who is drawn from ThePUSH ballot box every two weeks following completion of each PUSH mini challenge”. Participants are only permitted one ballot entry per mini challenge. The 6 mini

challenges include: “30 Second Ski Erg Challenge”, “Wall Sit”, “Barbell Front Raise Hold”, “SPARC: Peak Watts”, “Single Leg Bosu Ball Balance”, and “Plate Pinch”. The secondary prizes will consist of one (1) hour massage certificate from Lifemark in Repsol Sport Centre (\$80), one (1) giftcard (\$10), as well as a one (1) Repsol Sport Centre Swag Bag (\$50). Total estimated value: \$140. 9. 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 Draws:

10. One (1) male entrant and one (1) female entrant will be selected (**the “Grand Prize Selected Entrants”**) based on the most measureable results from the two testing (Appraisal) periods and the completion of 4 out of 6 of the mini challenges, from all eligible participants during the Contest Period. In the event of a tie, there will be a random draw to determine a winner from all the eligible entries.
11. The Selected Entrants will be contacted via email or phone call and given a prize notification (“Prize Notification”).
12. If the Selected Entrants do not respond to the Prize Notification within five (5) business days thereof, or does not comply with these official rules and regulations, the prize may be forfeited.
13. Return of any Prize Notification as undeliverable may result in disqualification.
14. The odds of being a winner are dependent on the number of participants in the challenge.

### How to Win:

15. To be declared a winner and recipient of a prize (a “Winner”), the Selected Entrants must first, sign a statement confirming compliance with the official rules and regulations and acceptance of the prize as awarded, by entering the “ThePUSH Challenge” Contest, 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 “ThePUSH Challenge” Contest, at no additional compensation to the Winner beyond the awarding of the prize.
16. 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.

17. To be declared a Winner and recipient of the grand prize the “ThePUSH Challenge” participant must be the winning female and male and the recipient must also have completed 4 out of 6 PUSH mini challenges.

18. To be declared a Winner and recipient of a secondary prize the “ThePUSH Challenge” participant must be the name drawn from the PUSH ballot box following completion of each mini challenge. A winner in any of the six (6) mini challenges will consist of one recipient drawn from ThePUSH ballot box. The participants will only be eligible for receiving a ballot during the respective dates of each mini challenge:

**A. 30 Second Ski Erg Challenge** - Jan 20 - Feb 2

**B. Wall Sit** - Feb 3 - Feb 16

**C. Barbell Front Raise Hold** - Feb 17 - March 1

**D. SPARC: Peak Watts** - March 2 - March 15

**E. Single Leg Bosu Ball Balance** - March 16 - 29

**F. Plate Pinch** - March 30 - April 12

For more information regarding ThePUSH mini challenges please refer to ThePUSH 2019 Participant Information Sheet found at [www.repsolsportcentre.com](http://www.repsolsportcentre.com)

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

19. The Contest Sponsors reserve their right to cancel, terminate, modify, amend or extend the “ThePUSH Challenge” Contest 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 “ThePUSH Challenge” Contest.

20. 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.

21. By entering the “ThePUSH Challenge” Contest 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 “ThePUSH Challenge” Contest or acceptance, possession or use of any prize.

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

#### **General Conditions:**

23. “ThePUSH Challenge” Contest is managed by the Contest Sponsors. All decisions of the Contest Sponsors are final and binding on all entrants without right of appeal.

24. Personal information provided by each entrant by entering the “ThePUSH Challenge” Contest becomes the property of the Contest Sponsors. For more information please visit the Privacy & Security Policy found online at [www.Repsol Sportcentre.com](http://www.Repsol Sportcentre.com).

25. As a condition of participating in the “ThePUSH Challenge” 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 “ThePUSH Challenge” Contest.

26. 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.

27. 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.

28. Individual results vary and participation in ThePUSH Challenge does not guarantee results. Other factors may influence the results.