

Rigert Elite Third Anniversary Contest

Official Rules

No PURCHASE REQUIRED TO ENTER OR WIN.

- 1. Eligibility:** The Rigert Elite Third Anniversary Contest (the "Contest") is open to legal US residents of Oregon and Washington who are 18 years of age or older at the time of entry. Employees of Rigert Elite Gymnastics and the immediate family members of such employees (spouse, parents, siblings, and children) and household members of each such person are not eligible. The Contest is subject to all applicable federal, state, and local laws and regulations and is void outside Oregon and where prohibited by law.
- 2. Sponsor:** Rigert Elite Gymnastics, located at 831 NW Corporate Drive, Troutdale, OR 97060 ("Rigert").
- 3. Agreement to Official Rules:** By participating in the Contest, each participant fully and unconditionally agrees to and accepts these Official Rules and the decisions of Rigert, which are final and binding in all matters related to the Contest.
- 4. Entry Period:** The Contest begins on February 15, 2016 and will end at 8:00 p.m. PPT, March 11, 2016 (the "Entry Period"). Rigert's office computer is the official time-keeping device for this Contest.
- 5. How to Enter:** During the Entry Period, log-into or create your Facebook account and go onto Rigert's Facebook page. You will then need to follow each of these steps to enter: (i) "like" or verify that you have already liked Rigert's page; (ii) then locate the Contest "post" on the page; and (iii) then share the post and tag a minimum of two (2) friends. Creating a Facebook account is free, but it is subject to Facebook's terms and policies (<https://www.facebook.com/terms.php>). ***If you post updates to and/or receive updates from www.Facebook.com via SMS from your wireless phone, message and data rates may apply. Please consult your wireless-service provider regarding its pricing plans.***

Once your Entry is verified and approved, you will receive one (1) entry into the Contest.

- 6. Entry Limitations:** There is a limit of one (1) Contest entry per Facebook account during the Entry Period. Multiple participants are not permitted to share the same email address or Facebook account. Any attempt by any participant to obtain more than one (1) entry per Facebook account using multiple/different email addresses, identities, or Facebook accounts, registrations or logins, or any other methods will void that participant's entries and that participant may be disqualified from the Contest. Any use of robotic, repetitive, automatic, programmed or similar entry methods (including, but not limited to, Contest entry services) will void all entries by that participant. In the event of a dispute as to any online entry, the authorized account holder of the email address or Facebook account used to enter will be deemed to be the participant. The "authorized account holder" is the natural person assigned (i) 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 or (ii) a Facebook account as provided by Facebook. Potential winners may be required to show proof of being the authorized account holders.
- 7. Drawing:** The decisions of Rigert as to the selection of the potential winner are final and binding. On or about March 12, 2016, Rigert will select the potential winner in a random drawing of all eligible entries received during the Entry Period. The odds of winning the prize depend on the number of eligible entries received during the Entry Period. Rigert reserves the right to disqualify any potential winner if, in its sole discretion, it finds content on his or her social media pages to be inconsistent with Rigert's image.
- 8. Requirements of Potential Winner:** The potential winner must continue to comply with the Official Rules. Winning is contingent upon fulfilling all requirements. The potential winner will be notified through Facebook via a comment on their Facebook page and/or a direct message from Rigert. The potential winner will be required to sign and return to Rigert within five (5) days of the date notice or attempted notice is sent, an Affidavit of Liability & Publicity Release ("Affidavit") in order to claim his/her prize and to fulfill any such other requirements as determined by Rigert. In the event that the potential prize winner cannot be contacted, fails to complete/return the Affidavit or provide the requested information, forfeits the prize, or is disqualified for any reason, Rigert will select an alternate potential winner in a random drawing from among all remaining eligible entries, up to three (3) alternates. If the alternate potential winners are disqualified, the applicable prize will not be awarded.
- 9. Prize:** There will be one (1) prize awarded in the Contest of a One Year Membership for one (1) child at the Troutdale Rigert Elite Gymnastics facility which consists of tuition for one (1) gymnastics class per week up to one hour for one (1) child. All Rigert membership terms and conditions will apply. Membership must begin within thirty (30) days from date of acceptance by winner. Rigert is not responsible if any scheduled class or event is delayed, postponed or cancelled for any reason and neither winner nor child of winner will be

reimbursed for any cancelled class or event. All expenses, travel, and other costs associated with acceptance and/or use of the prize are the sole responsibility of winner. Restrictions, conditions and limitations may apply. Rigert reserves the right to remove or to deny entry to winner and/or his/her child if the winner and/or his/her child violates any of the restrictions or engages in disruptive manner, or with intent to abuse, threaten or harass any other person at any class. Rigert is not responsible if winner does not use the membership privileges at any time during the one-year period. Retail value up to a maximum of \$595. No substitution, exchange or transfer of prize by winner will be allowed without Rigert's approval. Rigert reserves the right to substitute prize for one of equal or greater value. The winner is responsible for all taxes and fees associated with prize receipt and/or use.

- 10. Publicity:** Except where prohibited, participation in the Contest constitutes participant's consent to the publication, dissemination and use of his or her name, photograph, image, likeness and voice by Rigert and/or its designees in any media at any time for any purpose without any additional compensation to, permission from or inspection by such person.
- 11. General Conditions:** In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but, not limited to, fraud, virus or other technical problem, Rigert may, in its sole discretion, either: (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules; or (b) cancel the Contest and award the prizes in a random drawing from among all eligible entries received up to the time of the impairment. Rigert reserves the right in its sole discretion to disqualify any individual 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 the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Rigert reserves the right to seek damages from any such person to the fullest extent permitted by law. Rigert's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
- 12. Release and Limitations of Liability:** Except where prohibited, by participating in the Contest, participants (or participant's parent/legal guardian if participant is deemed a minor in his/her state of residence) agree to release and hold harmless Rigert and its licensees, affiliates, and its owners, officers, directors and employees (the "Released Parties") from and against any claim or cause of action arising out of participation in the Contest or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Contest; (b) technical errors related to computers, servers, providers, printers or telephone or network lines; (c) printing errors; (d) errors in the administration of the Contest or the processing of entries; (e) late, lost, or undeliverable mail; or (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participant's participation in the Contest or receipt and use of any prize. Participant 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. Participant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. If, for any reason, a participant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, participant's sole remedy is another Contest entry, if it is possible. If the Contest, or any part of it, is discontinued for any reason, Rigert, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any prize offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth herein to be available and/or claimed, Rigert reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.
- 13. Disputes:** Participant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the State of Oregon, County of Multnomah; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering any Contest, but in no event attorneys' fees. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the participant and Rigert in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Oregon, without giving effect to any choice of law or conflict of law rules (whether of the State of Oregon or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Oregon.
- 14. Questions/Name of Winner:** For questions (must be received by March 1, 2016) or to request the name of the winner (must be received by March 1, 2016) please mail a self-addressed stamped envelope to: "Rigert Elite Third Anniversary Contest" Questions/Winner Name, 831 NW Corporate Drive, Troutdale, OR 97060. .

This Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook. The participants are providing information to Rigert and not to Facebook.