

Official Rules

NO PURCHASE IS NECESSARY TO PLAY OR WIN. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. THE WINNERS ARE SOLELY RESPONSIBLE FOR THE PAYMENT OF ALL APPLICABLE TAXES. PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

Sponsor

The Promotion is sponsored by **Mount Carmel Fitness Center, located at 7100 Graphics Way, Lewis Center, OH 43035 ("Sponsor")**. Sponsor may be reached by submitting a contact form at www.mountcarmelfitness.com/contact/ for questions, comments, or problems related to the Promotion.

Eligibility

The Promotion is open only to U.S. residents currently residing in the fifty (50) United States or District of Columbia (the "Territory"); who are at least thirteen (18) years of age at the time of play. Sponsor, and its parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies, and each of their respective officers, directors, and employees are ineligible to enter the Promotion or win a prize. Household Members and Immediate Family Members of such individuals are also not eligible to enter or win. "Household Members" includes people who share the same residence at least three months per year. "Immediate Family Members" includes parents, step-parents, legal guardians, children, step-children, siblings, step-siblings, or spouses. This Promotion is subject to all applicable federal, state, and local laws and regulations and is void where prohibited or restricted by law.

Agreement to Official Rules

Participation in the Promotion constitutes entrants' full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning the prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

Promotion Period

Mount Carmel Fitness Center "Scratch & Win" game (the "Promotion") begins on January 1, 2019 at 12:00 AM CST and ends on January 31, 2019 at close of business. (the "Promotion Period").

How to Play

During the Promotion Period, the Eligible Person will automatically receive one (1) scratch & win game card (the "Game Card"), by mail or courier or by visiting **Mount Carmel Fitness Center**, while supplies last. Each game card contains a "scratch & win" area that the eligible person must completely scratch off to reveal whether or not he/she is eligible to win the corresponding prize indicated. Winner is responsible for scratching their card and claiming their prize. There is a limit of one (1) scratch off card Game Card per person during the Entry Period.

Prizes / Odds of Winning

The "Scratch & Win" game has 19,362 cards and 16 prizes of varying value. Odds of winning and approximate retail value ("ARV") are listed below:

Prize Description:

- (4) 1-year Individual Fitness Center Membership – 2:9679 – ARV \$864
- (12) 1-month Individual Fitness Center Membership – 2:3225 – ARV \$72

Redemption of Prizes

Prize can be redeemed at **Mount Carmel Fitness Center** in accordance with these Official Rules. Prizes are guaranteed to be awarded but must be redeemed by the close of business on Thursday, January 31, 2019. Prizes not redeemable for cash. Prizes not redeemed by that time shall be forfeited. Prizes must be redeemed by presenting a revealed scratch off card to a Mount Carmel Fitness Center Membership Services Representative. The Sponsor is not responsible for any scratch off cards that are late, lost, or stolen, due to any reason whatsoever. Failure to follow the prize redemption procedures within the time provided may result in disqualification. One-day pass promotion is not deemed a prize in this promotion. Sponsor reserves the right to award a substitute prize of equal or greater value if a prize is unavailable or cannot be awarded, in whole or in part, for any reason. The estimated retail value of the prize represents Sponsor's good faith determination, which is legal and binding and cannot be appealed. If the actual value of the prize turns out to be less than stated estimates, the difference will not be awarded in cash. Sponsor makes no representation or warranty concerning the appearance, safety, or performance of any prize awarded. Restrictions, conditions, and limitations may apply. Sponsor will not replace lost or stolen prize items.

General Condition

In the event that the operation, security, or administration of the Promotion is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Promotion is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the Promotion to address the impairment and then resume the Promotion in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Promotion and, in the event of termination, award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment. The Sponsor 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 Promotion or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the website or undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

Promotion Disclaimers

WE MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THIS PROMOTION OR ITS CONTENT, OR ANY PRODUCT OR SERVICE AVAILABLE ON OR PROMOTED THROUGH WEBSITES OR SOCIAL MEDIA PLATFORMS IN WHICH THIS PROMOTION IS PROMOTED, INCLUDING ANY PRIZES, ALL OF WHICH ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, SPONSOR, ITS AFFILIATES, AND ITS SERVICE PROVIDERS AND LICENSORS DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, ARISING BY STATUTE, CUSTOM, COURSE OF DEALING, COURSE OF PERFORMANCE OR IN ANY OTHER WAY, WITH RESPECT TO THIS PROMOTION, ITS CONTENT,

AND ANY PRODUCTS OR SERVICES AVAILABLE OR PROMOTED THROUGH THIS PROMOTION, INCLUDING THE PRIZES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SPONSOR, ITS AFFILIATES, AND ITS SERVICE PROVIDERS AND LICENSORS DISCLAIM ALL REPRESENTATIONS AND WARRANTIES (A) OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (B) RELATING TO THE SECURITY OF ANY WEBSITE OR SOCIAL MEDIA PLATFORM IN WHICH THIS PROMOTION IS PROMOTED; (C) THAT THE CONTENT OF THIS PROMOTION IS ACCURATE, COMPLETE OR CURRENT; (D) THAT ANY WEBSITE OR SOCIAL MEDIA PLATFORM IN WHICH THIS PROMOTION IS PROMOTED WILL OPERATE SECURELY OR WITHOUT INTERRUPTION OR ERROR; OR (E) THAT THE PRIZES WILL BE WITHOUT DEFECTS, DAMAGE, OR WILL MEET THE PARTICIPANT'S EXPECTATIONS IN TERMS OF AESTHETICS, FUNCTION, OR TIMELINESS OF DELIVERY. WE DO NOT REPRESENT OR WARRANT THAT ANY SUCH WEBSITE OR SOCIAL MEDIA PLATFORMS, THEIR SERVERS, OR ANY TRANSMISSIONS SENT FROM US OR THROUGH SUCH WEBSITE OR SOCIAL MEDIA PLATFORMS WILL BE FREE OF ANY HARMFUL COMPONENTS (INCLUDING VIRUSES). SPONSOR DOES NOT ENDORSE AND IS NOT RESPONSIBLE FOR STATEMENTS, ADVICE AND OPINIONS MADE BY ANYONE OTHER THAN AUTHORIZED SPONSOR SPOKESPERSONS. WE DO NOT ENDORSE AND ARE NOT RESPONSIBLE FOR ANY STATEMENTS, ADVICE OR OPINIONS CONTAINED IN USER-GENERATED CONTENT AND SUCH STATEMENTS, ADVICE AND OPINIONS DO NOT IN ANY WAY REFLECT THE STATEMENTS, ADVICE AND OPINIONS OF SPONSOR. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AGAINST THE POSSIBILITY OF DELETION, MISDELIVERY OR FAILURE TO STORE COMMUNICATIONS, PERSONALIZED SETTINGS, OR OTHER DATA. YOU ACCEPT THAT OUR SHAREHOLDERS, OWNERS, OFFICERS, DIRECTORS, EMPLOYEES AND OTHER REPRESENTATIVES SHALL HAVE THE BENEFIT OF THIS CLAUSE. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OF CERTAIN WARRANTIES, IN WHICH CASE, ALL OR PART OF THIS DISCLAIMER OF WARRANTIES MAY NOT APPLY TO YOU.

Release and Limitations of Liability

BY PARTICIPATING IN THE PROMOTION, ENTRANTS AGREE TO RELEASE AND HOLD HARMLESS THE SPONSOR, AND EACH OF THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, ADVERTISING AND PROMOTION AGENCIES, OTHER COMPANIES ASSOCIATED WITH THE PROMOTION, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, REPRESENTATIVES, AND AGENTS (THE RELEASED PARTIES) FROM AND AGAINST ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF PARTICIPATION IN THE PROMOTION OR RECEIPT OR USE OF THE PRIZE (INCLUDING ANY TRAVEL OR ACTIVITY RELATED THERETO), INCLUDING, BUT NOT LIMITED TO: (A) ANY TECHNICAL ERRORS ASSOCIATED WITH THE PROMOTION, INCLUDING LOST, INTERRUPTED OR UNAVAILABLE INTERNET SERVICE PROVIDER (ISP), NETWORK, SERVER, WIRELESS SERVICE PROVIDER, OR OTHER CONNECTIONS, AVAILABILITY OR ACCESSIBILITY OR MISCOMMUNICATIONS OR FAILED COMPUTER, SATELLITE, TELEPHONE, CELLULAR TOWER OR CABLE TRANSMISSIONS, LINES, OR TECHNICAL FAILURE OR JUMBLED, SCRAMBLED, DELAYED, OR MISDIRECTED TRANSMISSIONS OR COMPUTER HARDWARE OR SOFTWARE MALFUNCTIONS, FAILURES OR DIFFICULTIES; (B) UNAUTHORIZED HUMAN INTERVENTION IN THE PROMOTION; (C) MECHANICAL, NETWORK, ELECTRONIC, COMPUTER, HUMAN, PRINTING OR TYPOGRAPHICAL ERRORS; (D) APPLICATION DOWNLOADS, (E) ANY OTHER ERRORS OR PROBLEMS IN CONNECTION WITH THE PROMOTION, INCLUDING, WITHOUT LIMITATION, ERRORS THAT MAY OCCUR IN THE ADMINISTRATION OF THE PROMOTION, THE ANNOUNCEMENT OF THE WINNER, THE CANCELLATION OR POSTPONEMENT OF THE EVENT, IF APPLICABLE, THE INCORRECT DOWNLOADING OF THE APPLICATION THE PROCESSING OF ENTRIES APPLICATION DOWNLOADS OR IN ANY PROMOTION-RELATED MATERIALS; OR (F) INJURY, DEATH, LOSSES OR DAMAGES OF ANY KIND, TO PERSONS OR PROPERTY WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM

ENTRANTS PARTICIPATION IN THE PROMOTION OR ACCEPTANCE, RECEIPT OR MISUSE OF THE PRIZE (INCLUDING ANY TRAVEL OR ACTIVITY RELATED THERE TO). ENTRANT FURTHER AGREES THAT IN ANY CAUSE OF ACTION, THE RELEASED PARTIES LIABILITY WILL BE LIMITED TO THE COST OF ENTERING AND PARTICIPATING IN THE PROMOTION, AND IN NO EVENT SHALL THE ENTRANT BE ENTITLED TO RECEIVE ATTORNEYS' FEES. RELEASED PARTIES ARE 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 PROMOTION. ENTRANT WAIVES THE RIGHT TO CLAIM ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, PUNITIVE, CONSEQUENTIAL, DIRECT, OR INDIRECT DAMAGES.

Disputes

Except where prohibited, any claim of damages of any kind by one party against the other party arising out of or relating to the Promotion, and any dispute or controversy arising out of or relating to such claim or the breach, interpretation or validity of these Official Rules or any provision thereof in relation to such claim, shall be first addressed by the parties in good faith direct discussions after written notice by the claimant to the other party. If the issue is not resolved by direct discussions it shall be determined by binding arbitration in Franklin County, Ohio before one arbitrator, and shall be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Terms and Conditions, and will be administered by the AAA. The Award shall be reasoned and in writing. Judgment on the Award may be entered and enforced in any court having jurisdiction. The parties shall bear their own costs, fees and expenses in arbitrating any dispute, and shall share equally the fees and costs of AAA and the arbitrator. This clause shall not preclude the parties from seeking provisional remedies in aid of arbitration. No demand for arbitration may be made more than one (1) year after the event giving rise to the claim occurred or when sooner barred by the applicable statute of limitations or repose. In no event shall any arbitrator have any authority to modify the terms and conditions of these Official Rules, award any types of damages which the parties have waived, released, or agreed not to assert, under these Official Rules, or award any amount which exceeds any limitations contained in these Official Rules. The arbitration procedure herein is fully binding, final, and non-appealable, and constitutes the parties' only recourse for any claim of damages. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THE TERMS AND CONDITIONS OF THE OFFICIAL GIVEAWAY RULES, YOU ARE WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. YOU FURTHER UNDERSTAND AND AGREE THAT THE PROCEEDINGS AND ALL INFORMATION DISCLOSED OR PERTAINING TO SUCH DISPUTES SHALL BE STRICTLY CONFIDENTIAL AND MAY NOT BE DISCLOSED BY EITHER PARTY EXCEPT AS REQUIRED BY LAW. NOTWITHSTANDING THE FOREGOING, SPONSOR MAY DISCLOSE SUCH INFORMATION AS NECESSARY TO SECURE, DEFEND, MAINTAIN, OR IMPROVE THE PROMOTION.

If any portion of the foregoing dispute resolution is procedure is found invalid, then then the remaining portion shall survive. If resolution by arbitration is not permitted, then each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Franklin County, **Ohio**. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of **Ohio**, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than **Ohio**.

Notwithstanding any other provision herein, you hereby irrevocably consent and submit to personal jurisdiction in Franklin County, Ohio. However, we retain the right to bring legal proceedings in any jurisdiction where we believe that infringement of these Official Rules is taking place or originating.

Privacy

Information collected from entrants is subject to sponsor's Privacy Policy, which can be accessed at the following URL www.mountcarmelfitness.com/privacypolicy/

Winners/Rules Requests

For a list of the names of the winners of prizes valued at more than \$25.00 available after the Promotion Period has ended, send a self-addressed stamped envelope, to be received by 2/28/19 to: **Mount Carmel Fitness Center, 7100 Graphics Way, Lewis Center, OH 43035.**

These Official Rules May Change.

We reserve the right to update or modify these Official Rules at any time, without prior notice, by posting the revised version of these Official Rules behind the link marked "Official Rules" at our website located at the following URL: www.mountcarmelfitness.com/more (the "Site"). These changes will be effective as of the date we post the revised version on this Site. Your continued participation in this Promotion after we have posted the revised Official Rules constitutes your agreement to be bound by the revised Official Rules.

Entire Agreement.

These Official Rules (together with our Privacy Policy and any click-through agreements applicable to you) contain the entire understanding and agreement between you and Sponsor with respect to this Site and supersede all previous communications, negotiations, and agreements, whether oral, written, or electronic, between you and Sponsor with respect to this Site and your participation in this Promotion.

EFFECTIVE DATE: 1/1/19.

ABBREVIATED LANGUAGE FOR WEB PAGE

Abbreviated

Rules:

NO PURCHASE NECESSARY. For Official Rules, prize descriptions and odds, visit www.mountcarmelfitness.com/contestrules or visit **Mount Carmel Fitness Center, located at 7100 Graphics Way, Lewis Center, OH 43035.**

Promotion begins on January 1, 2019 at 12:00 AM CST and ends January 31, 2019 at close of business. Limit of one (1) scratch off Game Card per person during the Entry Period. Void where prohibited.

Sponsor(s):

Mount Carmel Fitness Center
Power Wellness Management