



BLINK FITNESS ENTER TO WIN SWEEPSTAKES Stuy Heights

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE CHANCES OF WINNING.

- 1. PRELIMINARY INFORMATION:** By entry into this Sweepstakes, you accept and agree to be bound by these official rules ("Official Rules"). The Blink Fitness Enter to Win Sweepstakes Stuy Heights (the "Sweepstakes") is sponsored by Blink Holdings, Inc., located at 386 Park Ave. South, 11th Floor, New York, NY 10016 ("Blink"). These Official Rules and the Sweepstakes are subject to all applicable federal, state, municipal, and local laws and regulations. Void where prohibited by law.
- 2. ELIGIBILITY:** This Sweepstakes is open only to legal residents of the United States who, as of the date and time they enter the Sweepstakes, are at least 18 years of age and **reside within fifty (50) miles of the Blink Stuy Heights location in 886 Broadway, Brooklyn, NY 11206** and who satisfy the other eligibility criteria in this Section 2 (each, an "Entrant"). Employees, independent contractors, officers, and directors of Blink and its affiliates, subsidiaries, distributors, sales representatives, retailers, and advertising, promotion and judging agencies and all other service agencies involved with the Sweepstakes, and their immediate family members (spouse/domestic partner, parents, children, siblings and their respective spouses) and those living in the same household of each (whether legally related or not) are not eligible to enter or win. Blink Fitness clubs are not available in all areas; visit www.blinkfitness.com/locations to locate the club nearest you. Individuals who are current Blink Fitness members as of the start of the Entry Period (as defined below), former Blink Fitness members who had their membership terminated by Blink, or former Blink employees who were terminated for cause, and individuals who may otherwise not be permitted to enter Blink Fitness facilities for any reason are also not eligible to enter or win.
- 3. ENTRY PERIOD:** The Sweepstakes entry period begins May 1, 2023 at 12:00:00 AM Eastern Time and ends December 31, 2023 at 11:59:59 PM Eastern Time (the "Entry Period").
- 4. HOW TO ENTER:** Any eligible Entrant who completes all required information in the online entry form on the Blink Kendall website during the Entry Period is automatically entered to win for the Prize. Limit one entry per person, regardless of method of entry; multiple entries from the same individual are void.

Alternate Method of Entry: Eligible Entrants may alternatively request a free entry and a copy of the Official Rules by sending a 3" x 5" piece of paper containing his/her name, age, address, city, state, zip code, daytime phone number, and email address, in an envelope with sufficient postage affixed to: Blink Holdings, Inc., 386 Park Ave. South, 11th Floor, New York, NY 10016 Attn: Blink Marketing, Blink Enter to Win Sweepstakes Stuy Heights Request for alternate entry must be postmarked by the last day of the Entry Period and received by Blink within five (5) days thereafter. Limit one (1) free entry mail-in request per person. Blink is not responsible for lost, late, misdirected, illegible, incomplete, damaged, stolen, postage due or mutilated mail.

- 5. SWEEPSTAKES DRAWING:** In order to determine the potential winner, one (1) random drawing of all eligible entries received during the Entry Period will be conducted approximately five (5) business days after the end of the Entry Period, but the drawing dates may be adjusted in Blink's sole discretion. The random drawing will determine one (1) winner, subject to verification. The random drawings will be conducted by Blink, whose decisions on all matters relating to drawing and winner are final and binding. Odds of winning depend on the total number of eligible entries received during the Entry Period.
- 6. COMMUNICATION WITH POTENTIAL WINNER:** Blink will contact the potential winner by email (at the address provided by the Entrant) on or about five (5) business days after the drawing, but notification may be expedited or delayed in Blink's sole discretion. A potential winner must reply to the email and claim the Prize by providing any other information or documentation requested by Blink, which may include signing an Affidavit/Declaration of Eligibility (certifying, among



other things, that the potential winner complied with the Official Rules), Release of Liability, Publicity Release, and/or Prize Acceptance Form (collectively "**Sweepstakes Documents**"). A potential winner must complete the foregoing requirements within seven (7) days after Blink send its initial notification email. If a potential winner does not complete such requirements within such period, or if Blink's initial message is returned as undeliverable or a potential winner is otherwise deemed ineligible, not in compliance with these Official Rules or declines to accept the Prize, Blink may, in its sole discretion, disqualify the potential winner without further notice and either forfeit the Prize or select an alternate winner in accordance with Section 5. All results are unofficial until Blink's acceptance of each potential winner's claim of the Prize and completion of required Sweepstakes Documentation (once accepted, each a "**Winner**"). Entrants that do not win will not be notified.

7. **PRIZES AND APPROXIMATE RETAIL VALUE (ARV):** The Winner for the Blink Enter to Win random drawing will be eligible to receive one (1) complimentary one (1) year Blue level membership to Blink Stuy Heights subject to the conditions described below (each, a "**Prize**"). Only one (1) total Prize will be available to be awarded. Each Prize includes only the one-time initiation fee, monthly membership fees for twelve (12) months, and the annual maintenance fee. **EACH PRIZE IS SUBJECT TO THE MEMBERSHIP TERMS AND CONDITIONS NOTED BELOW AND THE MEMBER TERMS (DEFINED BELOW).** The total approximate retail value ("**ARV**") for the Prize is \$440.99. ARVs are as of date of printing of these Official Rules. The difference in value of the Prize as stated herein and value at time of Prize notification, if any, will not be awarded. Prize will be awarded "as is" with no warranty or guaranty, either express or implied by Blink. The Prize and its elements (if any) are non-transferable and non-descendible, and have no cash equivalent. All taxes and other assessments resulting from the acceptance of the Prize, regardless of whether it, in whole or in part is used, are the sole responsibility of the Winner, who may be subject to withholding taxes. Winner may be required to provide Blink with a valid social security number or tax identification number before the Prize will be awarded for tax reporting purposes. Winner may be issued an IRS 1099 form for the Prize. The Prize consists of only the items specifically listed as part of the Prize. In no event will Blink be obligated to award more than the stated number of Prizes. Blink reserves the right to, in its sole discretion, substitute any Prize or Prize element with a different item of equal or greater approximate retail value. Unclaimed prizes will not be awarded. Prize may not be awarded if, among other things, Winner does not meet the eligibility requirements or the Prize is not properly claimed.

Membership Terms and Conditions: Notwithstanding anything to the contrary herein, Blink shall not be required to award a Prize to a potential winner, or otherwise allow membership to or use of its clubs to any individual, who does not complete and sign Blink's standard membership agreement, and any other waivers or documentation that are generally provided as part of the Blink Fitness enrollment or membership process, and otherwise agree to comply with Blink's standard rules, policies and procedures ("**Member Terms**"), and Blink shall have the right to at any time, in its sole discretion, immediately terminate any Winner's membership for any failure to comply with the Member Terms and/or for any reason permitted under the Member Terms. No refund or compensation will be made in the event of the cancellation of membership. Any costs associated with receipt and use of the Prize that are not expressly stated above are not included in the Prize, and Winner is solely responsible for such costs, which may include, without limitation: transportation to/from Blink Fitness locations, parking fees, ancillary club services and costs (e.g., personal training sessions and retail purchases), state or local taxes or government surcharges or fees, service charges, facility fees, security fees, incidentals, or other personal costs and expenses not specified herein. Certain Blink Fitness clubs may be excluded from All Access (Green) level membership in accordance with Blink's standard rules, policies and procedures, and the Prize does not include access to those clubs.

Prize membership term for Winner will commence on the date in which Winner completes and signs Blink's standard membership agreement. Winner must come in to the Blink Stuy Heights location to complete and sign Blink's standard membership agreement within three (3) months of claiming Prize, or Prize may be subject to forfeiture at Blink's sole discretion. Membership will automatically terminate twelve (12) months from the date of enrollment.

BY ACCEPTING THE PRIZE, WINNER ACCEPTS THE INHERENTLY DANGEROUS NATURE AND RISK IN USE OF THE PRIZE, INCLUDING PERSONAL INJURY AND/OR DEATH, ACKNOWLEDGES THAT HIS/HER PARTICIPATION IN THE PRIZE IS VOLUNTARY, ACKNOWLEDGES THAT THERE ARE NATURAL FACTORS AND OCCURRENCES WHICH MAY IMPACT ON OR AFFECT THE SAFETY OF THE ACTIVITIES HE/SHE IS PARTICIPATING IN AND HE/SHE ASSUMES THE RISK OF SUCH



FACTORS AND OCCURRENCES AND AGREES THAT RELEASED PARTIES SHALL NOT BE IN ANY WAY RESPONSIBLE FOR ANY RESULTING INJURY AND/OR DEATH.

8. **PRIVACY:** By entering the Sweepstakes, each Entrant agrees to be bound by Blink's Digital Privacy Policy, available at <http://www.blinkfitness.com/privacy> and other applicable privacy policies included in the Member Terms. Entrant acknowledges and agrees that the first and last name, voice or likeness, and/or photograph of each Winner may be posted on Blink's websites, mobile apps and social media accounts and/or within other publicly distributed Blink marketing or promotional materials, or otherwise included in a publicly-available winners list, in any and all media now known or hereinafter invented without territorial or time limitations and without compensation.
9. **GENERAL RULES:** By entering the Sweepstakes, Entrant accepts and agrees to these Official Rules and the decisions of Blink, which shall be final and binding in all matters, and Entrant represents to Blink that it is eligible to enter and participate in the Sweepstakes and that all information it provides is and will be accurate. Entries become the sole property of the Blink and will not be returned. To the extent permitted by applicable law, acceptance of the Official Rules also constitutes permission to Blink to, and Blink reserves the right (but not the obligation) to use Entrant's name and likeness in any and all media throughout the world in perpetuity without further notice or compensation to, or approval from, the Entrant.

Proof of submission is not proof of receipt of entry. Blink is not responsible for (1) incomplete, lost, late, damaged, illegible or misdirected entries, Prizes, notifications or other communications (including without limitation as a result of any e-mail filtering by an Entrant's ISP, or e-mail provider, change of Entrant's email, insufficient space in a user's email account or errors or losses of any postal or delivery service); (2) technical problems (including without limitation malfunctions of any telephone lines, computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof); (3) fraud; (4) typographical or other error in the printing or display of the Sweepstakes, including the Official Rules or Prize descriptions, administration of the Sweepstakes or announcement of the Prize or the Winner; or (5) any factor beyond Blink's reasonable control that may impair the integrity, security, fairness, or proper functioning or administration of the Sweepstakes. **As a result of any of the foregoing errors, failures or factors or for any other reason (including without limitation an unanticipated occurrence not fully addressed in these Official Rules) Blink reserves the right to cancel, modify, terminate or suspend the Sweepstakes, or any part thereof including the Entry Period and Official Rules, in a manner deemed reasonable by Blink, at Blink's sole discretion.** Notice of any cancellation, modification, suspension or termination will be posted on the Blink website. In the event of any cancellation, modification, suspension, or termination Blink reserves the right (but not the obligation) to select a winner, in accordance with Section 5, from the eligible, non-suspect entries received prior to the time of the event warranting such cancellation, modification, suspension or termination.

ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY TAMPER WITH OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, BLINK RESERVES THE RIGHT TO DISQUALIFY ANY ENTRANT AND SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. **BLINK RESERVES THE RIGHT TO DISQUALIFY ANY ENTRANT THAT PROVIDES INCOMPLETE OR INACCURATE DETAILS, IS INELIGIBLE, DOES NOT FOLLOW ALL INSTRUCTIONS OF BLINK, OR VIOLATES OR IS ACTING IN VIOLATION OF THESE OFFICIAL RULES OR IS DETERMINED TO BE TAMPERING OR MANIPULATING WITH THE ENTRY AND FUNCTIONING OF THIS SWEEPSTAKES, INCLUDING WITHOUT LIMITATION BY ATTEMPTING TO OBTAIN ADDITIONAL ENTRIES.**

By entering the Sweepstakes, each Entrant hereby agrees (and agrees to confirm in writing), on behalf of himself/herself and his/her heirs and assigns, to the fullest extent permitted by law, to (1) release, discharge and hold harmless Blink, its affiliates and subsidiaries, retailers, sales representatives, distributors and each of their respective officers, directors, employees and independent contractors (collectively, "**Released Parties**") from and against any and all liability (including damages caused or claimed to be caused), loss, injury, illness, death, or litigation arising out of the Sweepstakes, including, without limitation, participation in the Sweepstakes, and/or awarding, receipt, acceptance, possession, use or misuse of the Prize, and including any traveling related thereto; and (2) indemnify the Released Parties from any and all liability arising out of the Sweepstakes. Each Entrant hereby acknowledges that, to the fullest extent permitted by law,



the Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prize, including express warranties provided exclusively by prize suppliers that may be sent along with the Prize. Entrants assume all liability for any injury or damage caused, or claimed to be caused, by this Sweepstakes, participation in this Sweepstakes and/or acceptance, possession, use or misuse of the Prize. Claims may not be resolved through any form of class action and shall be resolved individually. Entrant further agrees (1) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (2) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs; (3) Entrant's remedies are limited to a claim for money damages (if any) and Entrant irrevocably waives any right to seek injunctive or equitable relief. Some jurisdictions do not allow the limitations or exclusion of liability, so the above may not apply to every Entrant. This Sweepstakes, the Official Rules, and any claims or disputes arising hereunder, will be governed by and construed in accordance with the laws of the State of New York, without reference to its conflicts of laws principles. Entrant expressly agrees to submit to the exclusive jurisdiction and venue of the competent federal, state and local courts located in New York County, New York. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control. The Sweepstakes, the Blink website, and all related pages, contents and code are copyright © 2019 Blink Holdings, Inc. Blink's name, designs, logos and slogans are trademarks or service marks and exclusive property of Blink. Copying or unauthorized use of any copyrighted material or trademarks without the express written consent of Blink is strictly prohibited.

- 10. WINNERS LIST:** To receive the name of the Winner, send a self-addressed stamped envelope to Blink Holdings, Inc., 386 Park Ave. S., 11th Floor, New York, New York 10016, Attn: Blink Marketing, Blink Fitness Enter to Win Sweepstakes Winners List Stuy Heights. Requests be received no later than 11:59:59PM Eastern Time on the date that sixty (60) days after the end of the Entry Period. Information will not be provided until after the Entry Period when the Winner has been verified.