### The 2018 Golden Shaker Giveaway

#### OFFICIAL RULES

### **NO PURCHASE NECESSARY**

- 1. ELIGIBILITY: The Golden Shaker Giveaway ("Giveaway") is open to legal residents of the fifty (50) United States and the District of Columbia (excluding Puerto Rico, Samoa, Guam, the U.S. Virgin Islands and any other U.S. territories and protectorates) who are 18 years of age or older at time of entry ("Entrant"). Entrants may not be members of any guild, union, or other organization that may prohibit them from participating in this Giveaway or that would restrict, require due payment, or otherwise have the right to oppose such Entrant's participation in this Giveaway. Employees of Vitalize, LLC dba Bodybuilding.com ("Bodybuilding.com"), Liberty Media Corporation, and their subsidiaries, and agents contracted by Bodybuilding.com, and their immediate family members (including spouses, parents, siblings, children and their respective spouses) and/or those living in the same household of each are not eligible. In order to be eligible, Entrant must follow these Rules. Failure to comply with these Rules may result in ineligibility. No purchase necessary. This Giveaway is void where prohibited by law.
- **2. SPONSOR:** This Giveaway is sponsored by Bodybuilding.com located at 5777 N. Meeker Ave., Boise, Idaho, United States ("Sponsor").
- **3. TO ENTER:** The Giveaway begins at approximately 12:00 a.m. MT on February 26, 2018 and ends at approximately 11:59 p.m. MT on March 4, 2018 or when all shaker bottles are given away ("Giveaway Promotion Period"). There are two (2) ways to enter.

# The First Way to Enter:

Ten (10) custom Golden Shaker bottles (ARV \$10.00 USD) will be randomly placed in outgoing domestic orders placed at <a href="http://www.bodybuilding.com/store/">http://www.bodybuilding.com/store/</a> that exceed \$49.00 USD (prior to any applicable taxes and shipping) during the Giveaway Promotion Period ("Qualifying Order"). During the Giveaway Promotion Period, the Golden Shaker bottles will be dispersed from the Bodybuilding.com fulfillment centers as follows:

- Pennsylvania Four (4) Golden shaker bottles will be sent out in random Qualifying Orders or to random mail-in entrants during the Giveaway Promotion Period. For mail in entry, see the section titled "Second Way to Enter" below.
- Wisconsin Three (3) Golden shaker bottles will be sent out in random Qualifying Orders
  or to random mail-in entrants during the Giveaway Promotion Period. For mail in entry,
  see the section titled "Second Way to Enter" below.
- Nevada Three (3) Golden shaker bottles will be sent out in random Qualifying Orders or to random mail-in entrants during the Giveaway Promotion Period. For mail in entry, see the section titled "Second Way to Enter" below.

OR

# The Second Way to Enter:

Entrants may enter by sending a self-addressed stamped envelope to Sponsor at the following address before the end of the Giveaway Promotion Period: Bodybuilding.com, c/o 2018 Golden Shaker Giveaway Entry, 5777 N. Meeker Ave., Boise, Idaho. Entrant must also include Entrant's name and e-mail address in the entry.

The drawing for mail-in entrants will take place on or about March 5, 2016. Sponsor, in its sole discretion, reserves the right to disqualify any Entrant. False, deceptive, or incomplete entries shall render an Entrant ineligible. Sponsor reserves the right to amend these rules.

Each Golden Shaker bottle will contain a redemption ticket and these recipients ("Golden Shaker Holders") will receive the prize described below, subject to eligibility. Golden Shaker Holders must follow the instructions provided on the Golden Shaker redemption tickets to claim their prize.

- **4. ODDS.** Odds of winning a Golden Shaker via a Qualifying Order entry is approximately 1 in 8,972 if Entrant's order is fulfilled from Bodybuilding.com's Pennsylvania fulfillment center, 1 in 9,689 if Entrant's order is fulfilled from Bodybuilding.com's Wisconsin fulfillment center; and 1 in 7,553 if Entrant's order is fulfilled from Bodybuilding.com's Nevada fulfillment center. These odds may change depending on the number of eligible mail-in entries received. Odds of winning a Golden Shaker via a Mail-In Entry depends on the number of eligible mail-in entries received.
- **5. PRIZE:** Ten (10) Golden Shaker Holders, subject to compliance with all eligibility requirements, who redeem their Golden Shaker in accordance with the instructions provided on the Golden Shaker redemption tickets will receive \$1,000.00 USD in Bodybuilding.com in-store credit and a Golden Shaker (approximate retail value of the Golden Shaker is \$10.00 USD). The Bodybuilding.com in-store credit will be credited to each Golden Shaker Holder's BodySpace account. If Selected Entrant does not have a BodySpace Account, they will need to register and create an account with BodySpace. Registration to BodySpace is free.

The value of the Prize set forth above represents Sponsor's good faith determination of the approximate retail value thereof, and the actual fair market value, as ultimately determined by Sponsor, is final and binding and cannot be challenged or appealed. In the event the stated approximate retail value of a Prize is more than the actual fair market value of that prize, the difference will not be awarded in cash or otherwise. Each Selected Entrant is solely responsible for the reporting and payment of any applicable federal, state, and/or local taxes on the prize.

All entries are subject to verification at the sole discretion of Sponsor. As a condition to receiving a prize, all Golden Shaker Holders may be asked to sign documentation requested by Sponsor, including, without limitation an Affidavit of Eligibility/Release of Liability/Prize Acceptance Form, show proof of residency and valid identification immediately upon being chosen. If any document is returned to Sponsor as undeliverable or if Sponsor does not receive a response from a Selected Entrant within fourteen (14) business days of attempted notification, or the Daily Selected Entrant declines the prize or fails to meet Sponsor requirements, such Daily Selected Entrant may be disqualified and the prize will either be forfeited or awarded to an alternate eligible Entrant.

**6. GENERAL:** By accepting a prize hereunder, Entrant agrees: (a) to release Sponsor and their agents from all liability, loss, or damage arising out of or relating to the Giveaway, including with respect to the Giveaway, interpretation of these Rules, decisions by the Sponsor, their acceptance and use/misuse of the prize; (b) to be bound by these Rules and comply with all Sponsor requirements; and (c) that Sponsor,

their affiliates and licensees may use Daily Selected Entrants' names, personal information, and statements made by Entrant to Sponsor and information on the entry form for advertising and promotional purposes in all media worldwide without additional compensation. Entrant irrevocably grants to Sponsor the right to edit, modify, and/or publish and copyright any Entrant images. Sponsor does not make any warranty, representation or guarantee, express or implied, in fact or in law, relative to the use of any prize, including, without limitation, quality, merchantability, and fitness for a particular purpose. Entrant agrees that Sponsor has the right to substitute any prize within their sole discretion.

- **7. LANGUAGE:** The official version of these Official Rules is the English language version. In the event of contradictions or discrepancies between different language versions of these Official Rules, the English language version takes precedence. Entrants must submit all materials and information in English. Sponsors are not responsible for translation of any submissions or information provided in another language. Failure to submit required information in English may result in disqualification.
- **8. PERSONAL INFORMATION:** Any personal information that Entrant submits in connection with the Giveaway will be collected and used by the Sponsor and their authorized agents to administer the Giveaway and to award prizes. Entrant's personal information may also be used to send additional information about Sponsor and its affiliates, and each of their respective products and programs via electronic and ordinary mail. Except as set forth herein, Entrant's personal information will not be used for any other purpose and will not be shared with anyone else unless required by law.
- **9. DISCLAIMER AND RELEASE OF LIABILITY:** Sponsor is not responsible for any incorrect or inaccurate entry information, human error, technical malfunction, failures, omission, interruption, deletion, or defect of any telephone network, computer online systems, computer equipment, servers, access providers, or software, including any injury or damage to Entrant's or any other persons' computer relating to or resulting from participation in this Giveaway; inability to access the website or any pages thereof; theft, tampering, destruction, or unauthorized access to, or alteration of entries; entry submissions that are processed late or incorrectly or are incomplete, garbled, or lost due to computer or electronic malfunction or traffic congestion on the Internet or any website. Proof of entering information at website is not considered proof of delivery or receipt. All dates (if any) set forth in these Rules are approximate.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, SPONSOR SHALL NOT BE LIABLE TO ENTRANT OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS), EVEN IF SPONSOR HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. Sponsor reserves the right to terminate, suspend, withdraw, or amend the Giveaway for any reason.

**10. GOVERNING LAW; JURISDICTION:** This Giveaway will be governed by and construed in accordance with the laws of the State of Idaho without regard to conflict of law principles. Any controversy arising under, in connection with or in any way relating to this Giveaway shall be adjudicated before a state or federal court of competent jurisdiction located in Boise, Ada County, Idaho. Entrant and Sponsor: (i) accept, generally and unconditionally, the exclusive jurisdiction of such court and any related appellate court, and irrevocably agree to be bound by any judgment rendered thereby in connection with this Giveaway, and (ii) irrevocably waive any objection it may now or hereafter have as to the venue of any such suit, action, or proceeding brought in such a court or that such court is an inconvenient forum.