

Giveaway Terms and Conditions

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED.

Giveaways are sponsored by Fitmax, Camarillo, CA 93012 ("Sponsor"). Internet participants: The promotions are intended for viewing and participation by all individuals from all areas except where prohibited (see below). Do not proceed with this contest/giveaway/sweepstakes if you are outside of eligible areas.

Eligibility: This giveaway is open to all internet participants who reside within any country that Fitmax ships to (excluding Russia, Ascension, Cuba, Democratic Republic of Congo, Ivory Coast, Laos, Lebanon, Libya, Myanmar (Burma), Nigeria, North Korea, Portugal, Somalia, St. Helena, Sudan, Syria, Ukraine, Venezuela, Yemen, Yugoslavia, and Zimbabwe) during the specified giveaway/contest time period. Open only to individuals 18 years of age or older, with Internet access prior to the start date and time of the giveaway/contest. Referrals are any customers that have previously purchased Fitmax products whose name is entered on the winning entry. Referral eligibility will be verified before receiving the \$100.00 prize money. Only one eligible referral will receive the \$100.00 money.

To Enter: During the eligible giveaway period, you may enter filling out the Fitmax Contest Entry Form. Limit one entry per person, household, IP address and/or email address. Entries will be deemed to have been submitted and made by the authorized account holder of the email address at the time of entry. The authorized account holder is the natural person who is assigned to the email address by an Internet access provider, online service provider, or other organization that is responsible for assigning such email addresses for its associated domain name. Any entry information collected from the giveaway shall be used only in a manner consistent with the consent given by entrants at the time of the entry, with these Official Rules and with Sponsor's Online Privacy Policy. False, fraudulent, or deceptive entries or acts will render entrant(s) and entries ineligible. By entering, the entrant agrees to be bound by these Official Rules and the decisions of Sponsor and Sponsor's representatives in all matters relating to this giveaway.

Potential Winner Selection: The Potential Winner will be randomly selected and notified by e-mail / phone and will be required to respond within the allotted time to claim their prize. The winner may be required to complete, sign, and return to Sponsor an affidavit of eligibility, a waiver of liability, and (where legally permitted) a publicity release within three (3) days of issuance of prize claim, if deemed necessary by Fitmax Inc., or prize may be forfeited and offered to an alternate potential winner. By entering the giveaway, entrants consent to the use of their names, photographs, and related statements by Sponsor in advertising, promotional materials, and on its website, throughout the universe in perpetuity, without notice or compensation, unless prohibited by law. If Fitmax deems necessary and release forms are sent to the winner for signature, they need to be returned within 7 days of prize acceptance. Failure to sign and return the release form will result in forfeiture of any and all prizes awarded.

Prizes: Odds of winning the prize are determined by total number of eligible entries received. Limit one prize per person, household, IP address, and/or email address. Sponsor reserves the right to substitute prizes of equal or greater value at Sponsor's sole discretion, or to end a competition due to lack of participation (see below). Participant can elect to receive a Fitmax pool of greater value such as an iPool 3 by offering to pay the difference. **All winners agree to pay shipping on any prizes granted by Fitmax during any contest or giveaway.** Please be prepared to provide us with a payment method. All taxes are the responsibility of the winner. All prizes are non-transferable, with no cash redemptions and/or substitutions except at Sponsor's sole discretion. **International winners (including EU regions) will be responsible for VAT, duties or import fees on the shipment of their prize. Due to customs requirements, the prize will need to be assigned a value of at least US\$1. (If we do not then your customs office may elect to charge you the retail worth of your item.)** Further, some countries outside of the U.S. do not have reliable mail services. In the event that a prize has been stolen or mishandled during shipment to an international destination, Fitmax may not be able to replace the specific item(s). If the winner prefers a specific quicker shipping method, they are responsible to notify us immediately and will also be responsible to cover the additional costs if any. Referral whose name is listed by winner will receive a \$100.00. Only one referral is allowed.

General: Void where prohibited by law. All entries become property of Sponsor and may not be acknowledged or returned. Acknowledgment of an entry does not indicate that the entry qualifies, only that the entry has been received. By entering, the entrant assumes all liability for injury or damage caused or alleged to be caused by participation in this giveaway and/or the acceptance, use, or misuse of this prize. Sponsor's Entities and all Internet server(s) and access provider(s), and the respective entities, designees and representatives of each of the foregoing (collectively, the "Releases") are not responsible for: any incorrect or inaccurate entry information; technical malfunctions; failures, omissions, interruptions, deletions or defects of any telephone network, computer online systems, computer equipment, servers, providers or software, including without limitation any injury or damage to entrant's or any other person's computer relating to or resulting from participation in the giveaway; inability to access Fitmaxipool.com Site and/or any other website referenced herein; theft, tampering, destruction or unauthorized access to, or alteration of, entries; data that is processed late or incorrectly, or is incomplete, stolen or lost due to telephone, computer or electronic malfunction or traffic congestion on telephone lines or the Internet or any web site or for any other reason whatsoever; or printing or other errors. By entering, the entrant releases and waives any claim(s) they may have against Releases for any and all injuries, claims, damages, losses, costs or expenses of any kind (including without limitation attorney's fees) resulting from or alleged to result from participation in this giveaway and/or the acceptance, use, or misuse of this prize or parts thereof, or participation in this giveaway. Sponsor shall not be liable to winner or any other person for failure to supply the prize by reason of any act of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, international carrier issues or any other cause beyond Sponsor's sole control. If for any reason, the giveaway is not capable of running as planned or if infection by computer virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures or any other causes, in Sponsor's sole opinion, corrupts or affects the administration, security, fairness, integrity or proper conduct of this giveaway, Sponsor reserves the right, at its sole discretion, to disqualify any individual implicated in such action and/or to cancel, terminate, modify or suspend this giveaway or any portion thereof. In the event this giveaway is cancelled, Sponsor reserves the right to conduct a random drawing to award the prize among all eligible, non-suspect entries received prior to the time of the action or event warranting such cancellation. Any attempt by an entrant or any other individual to deliberately damage any web site or undermine the legitimate operation of the giveaway is a violation of criminal and/or civil laws and should such an attempt be made, Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. A potential winner may be requested to provide Sponsor with proof that he/she is the authorized account holder of the email address associated with the winning entry and that all eligibility requirements are met.

NOTE: Use of any device to automate the entry process is prohibited.