

# The BalanceTrack “Stay on Track” Summer Contest

Featuring \$800 in prizes for BalanceTrack users!

## **OFFICIAL CONTEST RULES**

### *NO PURCHASE NECESSARY TO ENTER OR WIN*

- 1. Eligibility:** The BalanceTrack Stay on Track Summer Contest (the “Promotion”) is open only to legal residents of the 50 United States and the District of Columbia who are 13 years of age or older and located in the United States at the time of entry. Employees, contractors, directors and officers of BALANCE (“Sponsor”), BALANCE Marketing Department (“Judging Agency”) and their respective parents, subsidiaries and affiliated companies, distributors, licensees and the advertising, fulfillment, judging and promotion agencies involved in the development and administration of this Promotion (collectively, “Promotion Parties”), and their immediate family members (parent, child, sibling and spouse of each) and those living in the same households of each, are not eligible to enter the Promotion. Void elsewhere and where prohibited by law.
- 2. Promotion Period:** The Promotion begins on Monday, July 1, 2019 and ends on Monday, September 30, 2019 (the “Promotion Period”).
- 3. How to Enter:**
  - Users must complete at least one BalanceTrack module with a passing grade during the contest period (multiple entries across different modules are encouraged!).
  - Each month, we’ll randomly choose a user who’s successfully completed our Module of the Month, and award them a \$100 Amazon gift card.
  - Users can earn three bonus entries for successfully completing the Module of the Month.
- 4. Consent and Agreement:** By submitting an entry, you’re signifying your consent and agreement to abide by these Official Contest Rules.

The entry must exclude trademarks and slogans. The entry cannot be obscene, indecent, offensive, violent, hateful, or be against federal, state or local laws, as determined solely by the Sponsor. All decisions of the Sponsor are final.
- 5. Prizes, Approximate Retail Value (“ARV”) and Odds:** One (1) \$500 Grand Prize and Three (3), \$100 Amazon Gift Card Prizes, totaling \$800 in value. Gift cards are subject to terms and conditions. No substitution or transfer of prizes is permitted except at Sponsor’s sole discretion. All federal, state and local taxes, and all other costs associated with acceptance or use of the prize, are the sole responsibility of the winner. **RANDOM DRAWING:** One (1) Grand Prize winner will be selected in a random drawing held within one (1) week of the Promotion end date from among all eligible entries. The odds of winning the Grand Prize will depend on the number of eligible entries received throughout the Promotion Period. Arrangements for delivery of the Grand Prize will be performed after winner validation. At the Sponsor’s discretion, any unclaimed prizes may not be awarded.

6. **General Rules:** All federal, state and local laws apply. Winners will be notified via email. Potential winners (or potential winners' parent or legal guardian, if the potential winner is a minor) may be required to sign and return an Affidavit of Eligibility and Release of Liability and a Publicity Release within ten (10) days of attempted delivery or the prize will be forfeited. The return of any prize/prize notification as undeliverable or any failure to respond to notices or return any documents in a timely manner, as determined by the Judging Agency, may result in disqualification and an alternate winner may be chosen. By participating, participants agree to release, discharge and hold harmless the Promotion Parties and their affiliates, directors, officers, employees, associates, attorneys, vendors, and representatives from and against any and all liability or damages associated with this Promotion or the acceptance (or failure thereof), use or misuse of any prize received (or failed to be received) in connection with this Promotion. The Promotion Parties are not responsible for any typographical or other error in the printing of the offer or administration of the Promotion. Acceptance of any prize constitutes permission for the Sponsor and its agencies to use the winner's name and likenesses for purposes of advertising and publicity without further compensation, unless prohibited by law and subject to the legal protections provided to minors. By participating in this Promotion, participants agree to be bound by the Official Rules and decisions of the Judging Agency, which shall be final in all matters relating to the Promotion. The Promotion Parties are not responsible for lost, late, misdirected, stolen, illegible, inaccurate, damaged, incomplete, non-delivered or postage-due mail; or for printing, distribution or production errors or for technical, hardware, software, or telephone malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the user or by any of the equipment or programming associated with or utilized in this Promotion, or by any human, or other error, which may occur in connection with this Promotion. If, in the Judging Agency's sole opinion, there is any suspected or actual evidence of tampering with any portion of the Promotion or if technical difficulties compromise the integrity of the Promotion, the Judging Agency reserves the right to void suspect entries and/or modify and/or terminate the Promotion and/or conduct a random drawing to award the prize using all known eligible non-suspect entries received. In the event of a dispute regarding the identity of the person submitting an entry, entries will be declared made by the person's name submitted at the time of entry. Sponsor reserves the right to disqualify any individual who tampers with the Promotion or acts in a disruptive manner.

Promotion is offered only in the United States and is governed by the laws of the State of California. By entering, entrants irrevocably consent to the sole and exclusive jurisdiction of the courts of the State of California located in the County of Contra Costa for any action, suit or proceeding arising out of or relating to this Promotion.

By participating in this Promotion, participant waives all rights to claim punitive, incidental and consequential damages, attorneys' fees or any damages other than the participant's actual out-of-pocket costs incurred to participate in the Promotion.

7. **Winners' Notification:** The Winner will be notified via email, and name will be posted within a week of the contest end date.
8. **Promotion Sponsor:** BALANCE, 1655 Grant St, Suite 1300, Concord CA 94520, 888-456-2277, [www.balancepro.org](http://www.balancepro.org).