

## Armitron Healthy Habits Sweepstakes Official Rules

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES.**

**VOID WHERE PROHIBITED BY LAW.**

**SWEEPSTAKES PERIOD: From 01/25/2024, 12:00 PM (ET) to 02/10/2024, 11:59 PM (ET)**

**Sponsor.** The Armitron Healthy Habits Sweepstakes (the “Sweepstakes”) is sponsored by E.Gluck Corporation., 60-15 Little Neck Parkway, Little Neck, N.Y. 11362 (“Sponsor” or “E.Gluck Corporation”). The Sweepstakes is in no way sponsored, endorsed, or administered by, or associated with Instagram

**Eligibility.** The Sweepstakes is subject to all federal, state, and local laws and regulations and open only to persons who meet the following requirements:

- open only to legal residents of the United States (excluding all U.S. territories and possessions and where otherwise prohibited by law, including but not limited to laws that would require registration and/or trust account or posting of a bond, or any other requirements that have not been satisfied).
- maintain a valid Instagram account and be a follower of @ArmitronWatches
- are 18 years of age or older at the time of entry (or in the case of legal residents of jurisdictions where the age of majority is greater than 18 years of age, such age of majority under the laws of the jurisdiction in which they reside at the time of entry; and
- not employees, officers, directors, agents, representatives, and independent contractors (and their immediate family members and members of the same households (whether related or not) of an administrator, Sponsor, Sponsor’s parent and affiliated companies, and Sponsor’s advertising/promotional agency.

**Application of Rules.** All entrants must review and agree to these Official Rules. By entering the Sweepstakes, each entrant warrants that entrant has read and agrees to abide and be bound by these Official Rules and that entrant is not prohibited from participating in the Sweepstakes. Entrants agrees that Sponsor retains full authority, in its sole discretion, to interpret and administer these Official Rules, and to be bound by all decisions and interpretations made in good faith by Sponsor.

**Sweepstakes Entry.** The Sweepstakes begins at 12:00 P.M. Eastern Time (ET) on January 25, 2024 and ends on February 10, 2024 at 11:59 P.M. (ET) (the “Sweepstakes Period”). Sponsor’s computer is the official timekeeping device for this Sweepstakes.

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR TO WIN THE SWEEPSTAKES. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.**

**How to Enter:**

You may enter the Sweepstakes during the Sweepstakes Period through the following entry method:

Instagram

Entry Requirements (must do all 3 for initial entry):

1. On Instagram, “follow” @ArmitronWatches
2. “Like” the official Armitron Healthy Habits Sweepstakes post
3. Tag one (1) friend in the post’s comments section

You can tag more than one (1) friend in the post’s comments section for additional sweepstakes entries, which are unlimited. All entries must be received within the Sweepstakes Period. Sponsor’s computer clock is the official timekeeping device of the Sweepstakes.

If there is a dispute over the identity of an entrant, the entry will be deemed submitted by the Authorized Instagram Account Holder associated with the username used to

enter via Instagram. The Authorized Instagram Account Holder is defined as the natural person to whom the Instagram account is assigned by Instagram, respectively.

Participant, under this method, must enter using only an Instagram account subscribed to and registered in participant's name. The potential winner may be required to provide Sponsor with proof that he/she is the authorized account holder of the Instagram account associated with the winning entry. If a dispute cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible.

All entry posts via Instagram must comply with the Instagram Terms of Use available at <http://instagram.com/legal/terms/#>, including any technical requirements (e.g., file size limits for uploaded photographs or character restrictions) and your account must be a "public" Instagram account in order for your entry to be viewed by Sponsor; or

All required elements of an entry must be submitted at the same time. Only fully completed entries are eligible. The following shall apply to any entry that is submitted during the Sweepstakes Period:

- entry must be in English;
- entry content, if applicable, must be in keeping with Sponsor's image and may not be obscene, indecent, or otherwise offensive, as determined Sponsor at its sole discretion, nor can entrant defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's personal or proprietary rights, including but not limited to intellectual property rights, and the right to submit or use same shall not be restricted;
- entry content cannot promote any activities that may appear unsafe or dangerous;
- entry content cannot endorse any form of hate or hate group;
- entry content cannot defame, misrepresent, or contain disparaging remarks about any person or entity as determined in the sole discretion of the Sponsor;
- entry content cannot advertise or promote any third party brand or product of any kind or contain any personal identification, including, but not limited to: license plate numbers, personal names, e-mail addresses, phone numbers, or street

addresses;

- entry content cannot contain materials embodying the names or other indicia of, or identifying any person, living or dead (other than yourself), unless appropriate permission and releases have been obtained for entrant's use of such material in its entry;
- entry content cannot communicate messages inconsistent with the messages, policies, or goodwill with which the Sponsor wishes to associate, as determined in the sole discretion of the Sponsor;
- entry content cannot be in violation of any applicable federal, state, or local laws, rules, and regulations; and
- entry content shall not contain any person or animal, nor any mention, discussion, logo, company name, products, trademark, service mark, storefront, trade dress, mascot, photograph, or other image of any business or company, except for Sponsor's and/or its products though not required to enter.

Entries that have been generated by a script, macro, bot, or any other automated means will be deemed void. Entrants may not register with multiple e-mail addresses nor may entrants use multiple devices or artifices to enter the Sweepstakes as multiple entrants. Any entrant who attempts to enter with multiple accounts under multiple identities will be disqualified in Sponsor's sole discretion.

Neither Sponsor nor its service providers are responsible for lost, late, incomplete, illegible, mutilated, inaccurate, or misdirected entries, or for any problems of any kind whether mechanical, human or electronic, including, but not limited to, computer, telephone, cable, network, satellite, electronic or Internet hardware or software malfunctions, failures, connections, availability or garbled or jumbled transmissions, or service provider/Internet/web site/use net accessibility or availability, traffic congestion, or unauthorized human intervention. Sponsor reserves the right to suspend or terminate the Sweepstakes in the event of any such problem. Sponsor is not responsible for any change of mailing address of entrants.

Entries not in compliance with these Official Rules will be disqualified. Sponsor shall have the absolute right to determine if an entry is in compliance with these Official Rules without notice to the person attempting to enter.

In addition to complying with the foregoing requirements, to be eligible, each entrant must also be able to make the warranties and representations set forth in the Warranties and Representations section below.

Entrant agrees to comply with all third party terms and conditions of any platform used to submit an entry for the Sweepstakes.

**Warranties and Representations.** By submitting an entry, each entrant warrants and represents to Sponsor that (a) the information contained in the entry is true and correct in all material respects and that Sponsor may rely on such information in its efforts to comply with applicable laws and regulations; (b) entrant has all of the rights and authority necessary to submit the entry in the Sweepstakes in compliance with these Official Rules, including the right to contract in entrant's own name and the right to grant the rights granted hereunder; (c) at the time of submitting the entry or any time thereafter, the entry does not and will not contravene any contractual, legal or other obligation, of entrant.

**Use of Entrant Information.** As permitted by law and in accordance with these Official Rules, each entrant agrees that Sponsor may use the information that entrant provides in connection with the Sweepstakes for the purposes and within the context of the Sweepstakes, for Sponsor's internal purposes, marketing and sales purposes, and for any other purposes outlined in these Official Rules, including but not limited to newsletter, email communications, reposting/publishing on social media and/or Sponsor's owned websites, sales materials. In the event of a conflict between these Official Rules and Sponsor's Privacy Policy available at <https://www.armitron.com/pages/privacy-policy>, to the extent it applies, these Official Rules shall control.

**Use of Winner's Names and Likeness.** By submitting an entry, each entrant, acknowledges and agrees that, if selected as a winner, Sponsor may announce the winner's first name and state of legal residence on the Sweepstakes Website, Sponsor's website, and/or Sponsor's Facebook, Twitter, TikTok, and/or Instagram accounts. A winner who accepts a prize will be deemed thereby to have granted to Sponsor the right, at any time and from time to time, to print, publish, broadcast and use, worldwide and in any media now known or hereafter developed, including but not limited to, the Internet and world wide web, the winner's name, portrait, picture, voice, likeness and biographical information as news or information and for advertising and promotional purposes without additional consideration, or right of review or notification, except where prohibited by law, and to have agreed to provide documentation in writing to confirm the foregoing promptly upon request by Sponsor.

**Selection of Winner.** Each eligible entry submitted during the Sweepstakes Period will be entered into a random drawing to be held at the conclusion of the Sweepstakes Period. Two (2) potential winners in total, one for each prize package, will be selected at random by Sponsor, whose decision will be final and binding, from all eligible entries received during the Sweepstakes Period within forty-eight hours after the Sweepstakes Period ends. Odds of winning depend on the number of eligible entries received during the Sweepstakes Period.

In the event a winning entry is discovered to be invalid for any reason whatsoever or the person who submitted the winning entry either fails to comply with these Official Rules prior to delivery of the prize or refuses the prize, or any portion thereof, the prize will be forfeited and awarded to an alternate winner selected at random from the remaining eligible entries at Sponsor's discretion. An alternate winner will be selected at random from the remaining eligible entries until the prize has been awarded.

**Prizes.** A prize will be awarded to two (2) winners of the Sweepstakes – one (1) for the Men's Apex Active Assortment and one (1) for the Women's Pulse Power Pack, which

shall be comprised of the following:

	<b>Approximate Retail Value (ARV)</b>
<b>Men' s Apex Active Assortment (Aggregate ARV of prize: \$403.30)</b>	
NutriBullet NB9-1301 K Pro 13 Pcs Onyx Black, 900W	\$109.99
SOAEON Workout Sports Duffle Bag, Black	\$26.99
Rainleaf Mircofiber Towel, Gray	\$13.59
Owala FreeSip Insulated Stainless Steel Water Bottle 32oz	\$32.73
Hello Fresh Gift Card	\$125.00
Apex Men's Sports Watch, Black	\$95.00
<b>Women's Pulse Power Pack (Aggregate ARV of prize: \$393.20)</b>	
Lululemon Gift Card	\$100.00
Renoj Resistance Exercise Workout Bands	\$13.59
Timoo Wrist & Ankle Weights set of 2 (1lb each)	\$23.99
Retrospec Solana Yoga Matt 1" thick	\$39.30
Rainleaf Mircofiber Towel, Gray	\$13.59
Owala FreeSip Insulated Stainless Steel Water Bottle 32oz	\$32.73
Hello Fresh Gift Card	\$125.00
Pulse Women's Sports Watch, Black	\$45.00

Specifics relating to the prizes not specified herein are at sole discretion of Sponsor. If applicable, gift cards usage is subject to each gift card's issuing company's terms and conditions, including expiration dates, if any. The winners are solely responsible for any costs and expenses due in connection with the prize not specified herein. The prize may not be transferred or assigned, except at the Sponsor's sole discretion. No cash value or substitution of the prize will be permitted or provided. Receipt of the prize is conditioned upon compliance with all applicable federal, state, and local laws, rules and regulations and these Official Rules. Sponsor will not replace a lost or stolen prize.

The winners are solely responsible for reporting and paying any and all applicable federal, state, and local taxes due in connection with the prize awarded. The winners

will be required to complete and submit an IRS Form W-9 for receipt of a prize awarded to the winner valued at \$600.00 or more. Failure to submit a complete IRS Form W-9 when required will result in forfeiture of the prize. Receipt of any prize is conditioned upon compliance with all applicable federal, state, and local laws, rules and regulations and these Official Rules.

**Notice/Verification of Potential Winners.** The potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements and verification by Sponsor of eligibility. Sponsor will attempt to notify the entrants who are selected as a potential winner by direct message via Instagram within three (3) business days of selection. If an entrant does not respond to such notification within forty-eight hours of notification being sent by Sponsor or cannot or refuses to accept the prize, or any portion thereof, the prize will be forfeited and an alternate potential winner will be selected at random from the remaining eligible entries. Sponsor shall not be responsible for (i) the failure of a potential winner to receive Sponsor's e-mail for any reason, or for the inability of such potential winner to return Sponsor's e-mail message for any reason; (ii) failed, returned or misdirected notifications due to inaccurate information provided by entrant; or (iii) submissions and/or responses to a winner's notification which are lost, late, incomplete, illegible, unintelligible, misdirected, damaged or otherwise not received, in whole or in part, by Sponsor. The potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. Sponsor reserves the right to require the potential winner to show proof of identity prior to receiving any prize.

Upon contacting a potential winner and determining that such winner has met all eligibility requirements for the Sweepstakes, including without limitation the execution of an affidavit of eligibility and liability/publicity release (except where prohibited by law) and completion of such other documents as Sponsor may reasonably require in order to claim his/her prize, if applicable, such individual will be declared the "winner" of the Sweepstakes.



**Suspension and Amendments.** Sponsor reserves the right to (i) suspend, modify or cancel this Sweepstakes, at any time in its sole discretion, if the Sweepstakes cannot be operated as planned or in the event any computer virus, worm, bug, tampering, unauthorized intervention, fraud, technical failures or other errors or problems beyond Sponsor's control should corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, or for any other reason and, if this Sweepstakes is cancelled, to select a winner from among the eligible entries in the Sweepstakes drawing prior to the cancellation date or to recommence the Sweepstakes, at such time(s) and upon such terms and conditions as Sponsor shall deem reasonable under the circumstances; and (ii) extend the Sweepstakes Period, by providing notice on the Sweepstakes Website, if Sponsor determines, in its sole discretion, that there is an insufficient number of eligible Sweepstakes entries or in the event of unexpected difficulties or other causes beyond Sponsor's control.

**Announcement of Winner.** The winners will be announced and posted by Sponsor on Sponsor's website and/or Instagram account, following the completion of the Sweepstakes and verification of the winner. The winner may also be announced on Sponsor's Facebook, Twitter, TikTok, and/or other social media accounts.

**Release of Liability.** By participating in the Sweepstakes, each entrant agrees that Sponsor, and its parent and affiliated companies, and their respective successors and assigns, and any and all of their respective officers, directors, shareholders, employees, agents, representatives, licensees, and advertising and promotion agencies (collectively, the "Released Parties"), shall not be liable for any personal injury, death, loss or damage of any kind or any other causes of action or claims related to entrant's participation in the Sweepstakes, any Sweepstakes-related activity, or acceptance or use of the prize awarded, or any portion thereof, and/or based on publicity rights, defamation or invasion of privacy. By participating in the Sweepstakes, each entrant agrees to release and discharge, and hereby releases and discharges, for

himself/herself, the Released Parties from any liability arising from or related to the Sweepstakes, including without limitation, liability arising from or related to claims for personal injury, death, property damage, or claims based on publicity rights, defamation, or invasion of privacy.

**Indemnification.** Each entrant agrees to indemnify, defend and hold harmless the Released Parties from and against any loss, damage or expense (including court costs and attorneys' fees) that any or all of them may suffer or incur as a result, directly or indirectly, of, or in conjunction or connection with entrant's participation in the Sweepstakes, any Sweepstakes-related activity, receipt, acceptance, use and/or enjoyment of the prize awarded, or any portion thereof, and/or any breach or alleged breach of any warranty or representation made by entrant in connection with the Sweepstakes.

**Unlawful Conduct and Disqualification.** Sponsor reserves the right, in its sole discretion, to disqualify any entrant who Sponsor determines, in its sole discretion, has (a) tampered with the entry process or the operation of the Sweepstakes or of any web site owned, operated or controlled by Sponsor or its parent or affiliated companies; (b) was ineligible to participate in the Sweepstakes; (c) submitted more than the allowed number of entries; or (d) otherwise acted in an unlawful manner and/or in violation of these Official Rules. Robotic, automated, programmed, or computer-generated entries or mechanical reproductions are prohibited, and any use of such devices or entry methods will cause disqualification. Any attempt by an entrant to deliberately damage any web site or undermine the legitimate operations of the Sweepstakes is a violation of criminal and civil laws. Should such an attempt be made, Sponsor reserves the right to seek damages from any such entrant to the fullest extent permitted by law and to disqualify such entrant from the Sweepstakes.

**Limitation of Liability.** UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL SPONSOR BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, OR EXEMPLARY OR PUNITIVE

DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS OR HARM TO BUSINESS OR REPUTATION, ARISING OUT OF ENTRANTS' PARTICIPATION IN THE SWEEPSTAKES, USE OF ANY PHOTO PROVIDED BY ENTRANTS, POSTING ON OR ACCESS AND/OR DOWNLOAD OF ANY MATERIALS OR INFORMATION FROM ANY WEB SITE OWNED, OPERATED OR CONTROLLED BY SPONSOR OR ITS PARENT OR AFFILIATED COMPANIES, OR ACCEPTANCE OR USAGE OF A PRIZE OR ANY PORTION THEREOF (INCLUDING ANY PURCHASES MADE USING ANY PORTION OF THE PRIZE), AND INCLUDING WITHOUT LIMITATION DAMAGE TO PROPERTY AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, DAMAGES FOR BODILY OR PERSONAL INJURY, EVEN IF SPONSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. ENTRANT AGREES THAT THE AGGREGATE LIABILITY OF SPONSOR ARISING OUT OF ANY KIND OF CLAIM (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL NOT EXCEED \$100.00. LIMITATIONS OR EXCLUSIONS OF LIABILITY SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS.

**Severability.** If any one or more provisions of these Official Rules are held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the validity, effect or enforcement of any other provision or provisions of these Official Rules.

**Force Majeure.** The failure of Sponsor to comply with any provision of this Official Rules due to an act of God, hurricane, war, terrorism, fire, riot, earthquake, pandemic, public health emergency, actions of governmental authorities outside the control of Sponsor, or other force majeure event shall not be considered a breach of these Official Rules.

**Governing Law; Jurisdiction; Venue; Limitation of Damages.** These Official Rules shall be interpreted in accordance with New York law without regard to its conflicts of laws provisions. Each entrant agrees that the state and federal courts located in New York shall have exclusive jurisdiction over any dispute arising from or relating to these

Official Rules, this Sweepstakes and/or entrant's participation in this Sweepstakes, and entrant's consent to the personal jurisdiction and venue thereof. ALL DISPUTES SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, BUT IN NO EVENT INCLUDE ATTORNEYS' FEES, AND UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL DAMAGES AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES (SUBJECT TO THE LIMITATION OF LIABILITY PROVISION ABOVE) AND WAIVES ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED.

**Official Rules and Winner's Name.** To obtain the names of the Sweepstakes winners (after the conclusion of the Sweepstakes) and/or a copy of the Official Rules, send a self-addressed envelope to: E.Gluck Corporation 60-15 Little Neck Parkway, Little Neck, N.Y. 11362, Attn: Armitron Marketing. Please specify "Winner's Name" or "Official Rules" in your request.