



YANKEES BATTING PRACTICE SWEEPSTAKES OFFICIAL RULES 2018

NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. VOID ANYWHERE OUTSIDE OF THE 50 UNITED STATES (WHICH INCLUDES THE DISTRICT OF COLUMBIA AND PUERTO RICO). ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN CLASS ACTION FORMAT.

ELIGIBILITY

The Sweepstakes is open only to legal residents of New Jersey, New York and Pennsylvania who are at least eighteen (18) years of age or older at the time of their entry. Void where prohibited, or otherwise restricted by law. The Sweepstakes is subject to all applicable federal, state and local laws. Void outside New Jersey, New York or Pennsylvania.

Employees, directors and officers of Retrofitness, LLC ("Sponsor"), or the New York Yankees ("Yankees Sponsor") and any of their respective affiliates, franchisees, parents, subsidiary companies, and advertising and promotion agencies (collectively, the "Released Parties"), and members of the immediate families (spouses, parents, children, and siblings and their respective spouses, regardless of where they reside), and/or those living in the same household, of any of the foregoing are not eligible to participate or win a prize.

ENTRY PERIOD; SWEEPSTAKES ADMINISTRATION

The Sweepstakes entry period begins at 9:00 AM Eastern Time ("ET") on June 1, 2018 and ends at 4:59 PM ET on July 31, 2018 (the "Entry Period"). All entries must be received during the Entry period to be eligible.

The computer clock of the Sponsor is the official timekeeping device. Sponsor will be responsible for resolving any disputes and rules violations that arise in connection with the Sweepstakes. All decisions by Sponsor regarding the Sweepstakes shall be final and binding in all respects.

HOW TO ENTER

There are three (3) possible methods of entry into this Sweepstakes, as detailed below. All entries must be in compliance with these Official Rules, including, without limitation, the submission requirements detailed below (the "Submission Requirements"):

Entry Methods:

To enter, participants must read and consent to these Official Rules during the Entry period

and do one of the following (each an "Entry"):

1. Existing RetroFitness® club members: If you are a legal resident of New Jersey, New York or Pennsylvania and an existing member of a RetroFitness® club that is located in either the State of New York or the State of New Jersey, you will be automatically entered into the Sweepstakes by upgrading your current RetroFitness® club membership during the Entry period.
2. New Members: If you are a legal resident of New Jersey, New York or Pennsylvania, you will be automatically entered into the Sweepstakes by signing up for a new membership to any RetroFitness® club located in either the state of New York or New Jersey during the Entry period.
3. Alternate Means of Entry: You may enter this Sweepstakes via the following alternate means of entry ("AMOE"). In order to enter via the AMOE, you must send in a post card with proper postage with the subject: "RetroFitness Yankees Batting Practice Sweepstakes Entry" and you must include your name, telephone number (including area code), date of birth, mailing address (including zip code) and email address, to: Retrofitness, LLC, Promotions Department, 496 South Hunt Club Blvd, Apopka FL 32703.

All entries must include a valid email address. Proof of submission of entry does not constitute proof of delivery or entry during the Entry period. All entries become the property of Sponsor and will not be acknowledged or returned. Multiple entrants are not permitted to share the same mailing address. Incomplete entries, entries by script, macro or other automated means, or entries that do not fully comply with these Official Rules, including without limitation, the Submission Requirements, or which subvert the entry process, in the sole discretion of Sponsor, will not be eligible. Each entrant is solely responsible for any and all uses of his/her registered Internet service account(s).

By participating in the Sweepstakes, you agree that: (1) you have read and understand the Official Rules; (2) you meet the eligibility requirements as explained in the Official Rules; (3) you accept and agree to be bound by these Official Rules, and to Sponsor's Conditions of Use, Legal Notices and Privacy Policy as published at <https://retrofitness.com/privacy-policy/> (4) you unconditionally accept and agree to comply with and abide by the decisions of Sponsor, whose decisions shall be final and binding in all respects; (5) you permanently waive all moral rights in your Entry; (6) you agree and hereby grant to Sponsor, its successors and assigns, a non-exclusive license to publish, display, reproduce, modify, distribute, perform, and prepare derivative works of the Entry; and (7) you agree to release and hold harmless each of the Released Parties and their respective agents, employees, officers, directors, successors and assigns, against any and all claims, injury or damage arising out of or relating to participation in this Sweepstakes and/or the use or misuse or redemption of a prize, and for any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property related cause of action.

PRIZES

Within three (3) business days after the end of the Entry Period, Sponsor shall perform a random drawing, from amongst all eligible Entries received throughout the Entry Period,



regardless of method, in order to select one (1) Prize winner. The odds of being selected as a potential Prize winner depend upon the total number of eligible Entries received throughout the Entry Period.

Once confirmed, as detailed below, the Prize winner will receive four (4) Yankees batting practices passes (no cash value), four (4) complimentary tickets to one Yankees baseball game, and four (4) \$100 gift cards or gift certificates to be used within Yankees stadium for authorized purchases, as specified on the gift card or certificate. All Prize details, including seat locations at the games and the date and time of the batting practices will be determined in the sole discretion of the Yankees Sponsor.

Approximate Retail Value ("ARV"): The ARV of the batting practice passes prize is \$0; The ARV of the four (4) baseball tickets is \$1,900. The total ARV of all prizes is less than \$2,000. TRANSPORTATION TO/FROM BATTING PRACTICES AND GAMES IS NOT INCLUDED. LODGING IS NOT INCLUDED.

PRIZE CONDITIONS

The Prizes are non-transferrable and non-assignable, with no cash redemptions, except at Sponsor's sole and absolute discretion. Sponsor reserves the right to substitute any Prize (or any portion thereof) with a prize of comparable or greater value at Sponsor's sole and absolute discretion. The Winner is fully responsible for any and all applicable federal, state and local taxes (including income and withholding taxes). All costs and expenses associated with the Prize acceptance and use not specified herein as being provided, including, but not limited to, lodging, transportation costs, meals, gratuities, and other expenses incurred by accepting the Prize are the sole responsibility of each individual winner. All Prize details, including without limitation, the exact nature, time and duration of the Prize shall be determined in the sole and absolute discretion of the Sponsor and subject to availability. Limit one (1) prize per person, family or household.

Major League Baseball games, dates and times are determined in the sole discretion of the Office of the Commissioner of Baseball and/or the applicable Major League Baseball Club, as applicable, and may be subject to change. The terms and conditions of the tickets awarded as part of any Prize will govern in the event a legal game, event or exhibition, as defined by Major League Baseball, is not played or held, as applicable, due to weather conditions, an act of God, an act of terrorism, civil disturbance or any other reason. Each Winner and his/her guest(s) agree to comply with all applicable ballpark and venue, as applicable, regulations in connection with the Prize. Sponsor and the applicable MLB Entities (including the Office of the Commissioner of Baseball, its Bureaus, Committees, Subcommittees and Councils, MLB Advanced Media, L.P., Major League Baseball Properties, Inc., The MLB Network, LLC, The Major League Baseball Clubs), reserve the right to remove or to deny entry to any Winner and/or his/her guest(s) who engage(s) in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the Game, event or exhibition. Released Parties (as defined below) will not be responsible for weather conditions, Acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside their control that may cause the cancellation or postponement of any Major League Baseball game, event or exhibition. Major League Baseball game, event and exhibition tickets awarded

as prizes may not be resold or offered for resale or used for any commercial or promotional purpose whatsoever. Any such resale or commercial or promotional use may result in disqualification and Prize forfeiture, and may invalidate the license granted by the Game, event or exhibition ticket(s).

All Prize details are at Sponsor's sole discretion. Actual value of Prize depends on any fluctuations in current market conditions at time of prize fulfillment. Any difference between the stated ARV and the actual value, if any, will not be awarded. Prize is non-transferable and no substitutions or cash awards are allowed, except at the discretion of the Sponsor, in which case a prize of equal or greater value will be awarded. Prize conditions may be added or modified by companies providing those portions of the Prize. The decisions of Sponsor are final and binding on all matters relating to this Sweepstakes. In no event will Sponsor be responsible for awarding more than the stated number of prizes herein. Prizes are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose.

PRIZE ACCEPTANCE / VERIFICATION

The potential Prize winner must comply with these Official Rules as published in order to be confirmed as an official Prize winner and accept their prize. On or about the same day as the Prize drawing, Sponsor will notify the potential Prize winners via the email address provided or used to enter the Sweepstakes (the "Prize Notification") and the potential Prize winners will be required to, as a condition of verification, sign and return an Affidavit of Eligibility, Acceptance, Publicity (where lawful) and Liability Release ("Release") within five (5) business days of the transmission of the Prize Notification, as well as meet all criteria in such release.

If any potential winner does not respond to the Prize Notification within three (3) business days of the date of issuance or declines the Prize for any reason, a disqualification will result, the Prize will be forfeited and, at Sponsor's sole discretion and time permitting, an alternate potential winner may be chosen from among all remaining eligible entry submissions. Each potential winner may be required to submit a W-9 that includes his/her valid social security number and / or other identification to Sponsor.

Acceptance of a Prize constitutes permission for the Sponsor and its designees to use the name, Entry, actual or simulated likenesses, biographical information, city, state, opinions, and prize information in connection with the Sweepstakes and the marketing efforts thereof (including, without limitation, for advertising and promotional purposes), in perpetuity, throughout the universe, in all media, without additional compensation, unless prohibited by law.

Further, Prize winners shall indemnify the Released Parties from any claims, damages, liabilities and expenses (including reasonable legal fees) arising from breach of these Official Rules. In the event of a dispute as to the identity of the Prize winner, the authorized account holder of the email address used to enter or provided upon Entry, will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address.

General Terms: Noncompliance with any of these Official Rules may result in disqualification. Sponsor assumes no responsibility for incorrect or inaccurate entry information whether caused by any of the equipment or programming associated with or utilized in this Sweepstakes or by any human error. Sponsor is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or other services, or providers, computer equipment, software, failure of any e-mail or players on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including, without limitation, any injury or damage to participant's or any other person's computer related to or resulting from participation or downloading any materials in/for this Sweepstakes. Sponsor is not responsible for any typographical or other error in administration of the Sweepstakes, or in the announcement of the Prize winner. If, for any reason, the Sweepstakes is not capable of running as planned, including, without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Sweepstakes. Should the Sweepstakes be terminated before the stated expiration date, notice will be posted where Sponsor sees fit, and the Prize will be awarded via random drawing from among all eligible Entries received up until and or after (if applicable) the time of modification, cancellation or termination or in a manner that is fair and equitable as determined by Sponsor. All interpretations of these Official Rules and decisions by Sponsor are final.

No software-generated, robotic, programmed, script, macro or other automated entries are permitted. Sponsor reserves the right in its sole discretion to disqualify any individual they suspect or find: (i) to have tampered with the entry process or the operation of this Sweepstakes; (ii) to be acting in violation of these Official Rules; (iii) to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person; or (iv) to have provided inaccurate information on any legal documents/representations submitted in connection with this Sweepstakes.

CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR APPLICATION OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. THE NEW JERSEY COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE SWEEPSTAKES AND THE LAWS OF THE STATE OF NEW JERSEY SHALL GOVERN THE SWEEPSTAKES. EACH ENTRANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMITS TO THE JURISDICTION OF THOSE COURTS.

ARBITRATION

As a condition of entering this Sweepstakes, each entrant agrees that (A) any and all disputes, claims, controversies or causes of action arising out of or relating to this

Sweepstakes, or any prizes awarded (each, a “Claim”), shall be (1) arbitrated on an individual basis only, and shall not be consolidated or joined with or in any arbitration or other proceeding involving a Claim of any other party, and (2) settled by binding arbitration in Monmouth County, New Jersey before a single arbitrator appointed by the American Arbitration Association in accordance with its then governing rules and procedures, and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof; and (B) under no circumstance 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.

These Official Rules shall be governed by and construed and interpreted in accordance with the laws of the State of New Jersey, U.S.A, applicable to contracts entered into and performed exclusively in that State.

Entrants agree that the Released Parties shall not be responsible or liable for, and hereby release the Released Parties from, any claims, losses, damages or injuries of any kind (including death) resulting, in whole or in part, directly or indirectly, from participation in the Sweepstakes or any Sweepstakes-related activity, or from acceptance, receipt, possession and/or use/misuse or inability to use a prize. The warrant documents will be delivered to the prize winners with their applicable prize. The Released Parties shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience or irregularity that may be caused or contributed to (1) by any wrongful, negligent or unauthorized act or omission on the part of any of their agents, servants, employees or independent contractors; (2) by any wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the Released Parties; or (3) by any other cause, condition or event whatsoever beyond the control of the Released Parties. Failure of Sponsor to enforce any provision herein shall not be deemed a waiver of such. Sponsor reserves the right to modify these rules for clarification or equitable purposes without materially affecting the terms and conditions of the Sweepstakes.

UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANTS HEREBY WAIVE ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

Any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees. In the event that any of the provisions of these Official Rules shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these Official Rules shall otherwise remain in full force and effect.

By participating and winning the Prize, the winner shall release, discharge, indemnify and agree to defend and hold harmless The New York Yankees and Retro Fitness, respective advertising and promotional agencies and all of their respective parents, affiliates, subsidiaries, agencies, agents and representatives and all of their respective employees, officers and directors from any and all claims, costs, injuries, losses or damages of any kind (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to, loss of or destruction of property, rights of publicity or privacy,

defamation, or portrayal in a false light), arising out of or in connection with the Retro Fitness New York Yankees Batting Practice Passes Sweepstakes or from the acceptance, possession, use or misuse of the Prize, or participation in the Retro Fitness New York Yankees Batting Practice Passes or any Retro Fitness New York Yankees Batting Practice Passes related activity. In no event will Sponsor and The New York Yankees its affiliates or their respective officers, directors, employees, representatives and agents be responsible or liable for any damages or losses of any kind, whether direct, indirect, incidental, consequential, punitive or other damages.

WINNER INFORMATION

For a list of Winners, mail a request and a self-addressed, stamped envelope to : Retrofitness, LLC, Marketing Department, Attention: Batting Practice Sweepstakes Winner List, 182 Route 537, Colts Neck, NJ 07722. Winners Lists requests must be received by August 31, 2018.

SPONSOR

Retrofitness, LLC, 182 Route 537, Colts Neck, NJ 07722.

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