

# WEEKEND GETAWAY FOR TWO ENTRY FORM



design your body



**PRIZE**  
Valued Above  
**\$2,000**

FULL NAME:

EMAIL:

MOBILE:

ADDRESS:

CITY, STATE, ZIP:

DATE:

I have read and accept the Official Rules of the Promotion "HYPOXI Weekend Getaway for Two".

# Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

- 1. Eligibility:** HYPOXI Weekend Getaway for Two (the "Promotion") is open only to legal residents of Arizona with a valid U.S. tax payer identification who are at least eighteen (18) years old. Employees of HYPOXI US LLC and any of their direct or indirect parent and affiliate companies, as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Promotion is subject to all applicable federal, state and local laws and regulations and is void where prohibited. Participation constitutes Entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 2. Sponsor:** HYPOXI US LLC, 7001 N. Scottsdale Rd., Suite 138, Scottsdale, AZ 85253.
- 3. Timing:** The Promotion begins on September 12, 2016 at 12:00 a.m. Pacific Time ("PT") and ends on October 31, 2016 at 11:59 p.m. PT (the "Promotion Period"). Sponsor's computer is the official time-keeping device for this Promotion.
- 4. How to Enter:** There are two (2) ways to enter.
  - a. Make a Purchase at HYPOXI:** During the Promotion Period, a purchaser of an eligible HYPOXI package at a participating HYPOXI studio within Arizona will be provided one or more entries. The number of entries are based on the specific HYPOXI package purchased as follows.
    - HYPOXI Introductory Package, One-week Package or Two-week Package – 1 entry
    - HYPOXI Fine Tune – 5 entries
    - HYPOXI Fine Tune Combo – 10 entries
    - HYPOXI Transform – 15 entries
    - HYPOXI Transform Combo – 20 entries
    - HYPOXI Body – 25 entries
    - HYPOXI Body Combo – 30 entries
  - b. Entry forms shall be completed on-site by the purchaser and submitted to any HYPOXI employee within the studio where the purchase was made.** All potential winners are subject to verification before any prize will be awarded.
  - c. Enter Without Making a Purchase:** To enter without making a purchase, a completed entry form may be mailed directly to Sponsor and must be actually received during the Promotion Period. In-person delivery of non-purchase entry forms will not be accepted. Entry forms can be accessed on the Sponsor Web site at <https://www.hypoxibody.com/wp-content/uploads/2016/09/entry-form-2016getaway-alternate5.pdf>. Entry forms must be original, handwritten forms. Photocopies and mechanically produced forms will not be valid. Incomplete or inaccurate information on the entry form will be deemed invalid and result in Entrant disqualification.
- 5. Limit:** 30 entries per eligible Entrant maximum. All potential winners are subject to verification before any prize will be awarded. Any attempt by any Entrant to obtain more than the allowed number of entries by using multiple/different email addresses, identities, registrations or any other methods will void that Entrant's entries and that Entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete,

invalid, unintelligible or misdirected registrations, which will be disqualified.

- 6. Verification of Winners:** All potential winners are subject to verification by Sponsor. Receiving a prize is contingent upon compliance with these Official Rules. The potential winner will be sent an email to the email address associated with his/her entry and required to sign an IRS Form W-9 which must be received by Sponsor, within three (3) days of the date notice or attempted notice is sent, in order to claim the prize. If a potential winner of any prize cannot be contacted, or fails to sign and return the requested information within the required time period, potential winner forfeits the prize. In the event that a potential winner is disqualified for any reason or not awarded during the Promotion Period, Sponsor will award the applicable prize to an alternate winner by random drawing from among all eligible entrants. There will be three (3) alternate drawings after which the applicable prize will remain unawarded. The prize will be fulfilled approximately 8-12 weeks after the conclusion of the Promotion.
- 7. Prize: ONE (1) GRAND PRIZE:** One (1) Weekend Getaway for Two shall be awarded, which includes the following.
  - Two (2) round-trip airfare tickets departing from Phoenix to the winner's choice of either Las Vegas, Nevada or San Diego, California;
  - Two-night hotel accommodation in one standard room at one of the following hotels, which shall coincide with the airfare destination and dates chosen: Marriott Marquis and Marina in San Diego, CA or MGM Las Vegas Casino in Las Vegas, NV (or equivalent at the discretion of Sponsor);
  - A Visa gift card in the amount of \$400; and
  - Six (6) HYPOXI training sessions valued at \$582ARV: \$2000.00  
Travel arrangements shall be made by Sponsor. Travel must be completed no later than March 31, 2017. Blackout periods apply. Travel may not include the dates December 23-26, 2016 or December 29-31, 2016. No cash equivalent unless required by law and all prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value for any reason. Maximum value of combined airfare and hotel is \$1100.00. Winners are responsible for all taxes and fees associated with prize receipt and/or use.
- 8. Release:** By receipt of any prize, winner agrees to release and hold harmless Sponsor, and their respective direct or indirect parents, subsidiaries, affiliates, related entities, suppliers, distributors, advertising/promotion agencies and each such company's officers, directors, members, employees, contractors, and agents (collectively, the "Released Parties") from and against any and all losses, liability, illness, injury, claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt, possession, use or misuse of any prize.
- 9. Publicity:** Except where prohibited, participation in the Promotion constitutes entrant's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes worldwide, in perpetuity, in any and all media, manner, and formats now known or hereafter devised, without further payment or consideration.
- 10. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Promotion, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves

the right to award the prizes at random to all eligible entrants who have registered up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

- 11. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by any Entrant, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Promotion or receipt or use or misuse of any prize. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.
- 12. Disputes:** Except where prohibited, Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the District of Arizona or the appropriate Arizona state court located in Maricopa County, Arizona; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Arizona, without giving effect to any choice of law or conflict of law rules (whether of the State of Arizona or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Arizona.
- 13. Entrant's Personal Information:** Information collected from Entrants is subject to the Sponsor's Privacy Policy [www.hypoxibody.com/privacy-policy/](http://www.hypoxibody.com/privacy-policy/).
- 14. Winner Announcement:** The winner will be posted on [www.hypoxibody.com/2016getaway/](http://www.hypoxibody.com/2016getaway/) and may be posted on affiliated social media sites after winner confirmation is complete.