

# Contest Official Rules

## Photo Contest Rules

**Sponsored by the American Council on Exercise (“ACE”). No purchase or payment required to enter or win. Contest is void where prohibited.**

**TIMING:** The Contest will run every week in October and begins at 8 A.M. Pacific Time on

- 10/5/2020
- 10/12/2020
- 10/19/2020
- 10/26/2020

and ends at 10 A.M Pacific Time on

- 10/8/2020
- 10/15/2020
- 10/22/2020
- 10/29/2020

(the “Promotion Period”).

**TO ENTER:** The Contest may only be entered online by posting on [www.instagram.com](http://www.instagram.com) and tagging it with #MyACEvolution for the [“ACE 35<sup>th</sup> Anniversary”] Contest. From Instagram, post 1 photo/video from the beginning of your fitness career and 1 photo/video from the past 6 months of your fitness career (the “**entry**”) and including a caption that describes your experience with ACE throughout your career[description]. One entry per person.

**USE OF DATA:** ACE will be collecting personal data about participants (including, without limitation, name, phone number, mailing address and e-mail address) when they win the contest. ACE is entitled to use such personal data contained in all entry forms in accordance with ACE’s Privacy Policy at (<http://www.acefitness.org/privacy.aspx.org/>), in particular, to contact a potential winner regarding their prize and for future marketing announcements to participants from ACE via e-mail. By participating in the Contest, entrants hereby agree to all personal information uses and disclaimers as explained in ACE’s Privacy Policy.

**ELIGIBILITY:** The Contest is open to all residents of the fifty United States and the District

of Columbia (excluding Puerto Rico, Guam, U.S. Virgin Islands, and all other U.S. and foreign territories and possessions, and excluding where otherwise prohibited by law, rule or regulation), who are eighteen (18) years of age or older at time of entry and hold a valid, active ACE Certification (Personal Trainer, Group Fitness Instructor, Health Coach, or Medical Exercise Specialist). Void where prohibited by law. Employees of the American Council on Exercise or its affiliates, subsidiaries, advertising or promotion agencies are not eligible, nor are members of these employees' families (defined as parents, children, siblings, spouse, and life partners).

**AGREEMENT TO OFFICIAL RULES:** Participation in the Contest constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and ACE's Privacy Policy and to be contacted by telephone and/or email.

Entrants represent and warrant that their photo submissions pursuant to these Official Rules are original works created by the entrant, are not copied from any other source, do not infringe the intellectual property rights, including copyright rights, rights of publicity or privacy, or any other rights of any third party and are not defamatory, scandalous or obscene. The submitted file photo may not contain content that ACE, in its sole discretion, deems inappropriate for public display. Content deemed inappropriate includes, but is not limited to, vulgarity, pornography, illegal activity or messaging that is overtly political in nature.

**SELECTION OF POTENTIAL WINNER:** ACE will choose four Potential Winners on the following dates in 2020: 10/8, 10/15, 10/22, 10/29 at 10 AM Pacific Time in ACE's offices in San Diego, California based on the best post as decided by a panel of ACE experts, and award the weekly prize to the most compelling entry from all of the eligible entries received. The Potential Winner will be notified via telephone or email within twenty-four (24) hours of selection. ACE's decisions as to all matters related to administration of the Contest and selection of each Potential Winner are final. Potential Winner must comply with all terms and conditions set forth in these Official Rules and winning and award of Prizes is contingent upon fulfilling all requirements. If a Potential Winner cannot be contacted within SEVENTY-TWO (72) hours after the first attempt to contact such Potential Winner, then an alternate Potential Winner will be selected in his or her place.

**PRIZES:** There will be four Primary Prizes awarded in the Contest (the Primary Prize may also be referred to as the "Prize" in these rules.) The Primary Prize will consist of one free digital-only ACE Specialist Program of the winners' choosing that regularly retails for less than US\$600. Qualifying specialist programs include: ACE Weight Management Specialist Program; ACE Behavior Change Specialist Program - eBook only; ACE Fitness Nutrition

Specialist Program - eBook only; ACE Senior Fitness Specialist Program - eBook only; and ACE Youth Fitness Specialist Program - eBook only.

Primary Prize will be emailed to the winner by the American Council on Exercise. Odds of winning depend on the number of eligible entries received during the entire Promotion Period. The approximate retail value of each Primary Prize is not to exceed US\$600.

Except where otherwise expressly noted in these Official Rules, the selection of all vendors, prizes, products and services is subject to ACE's sole and absolute discretion. Prizes (and/or any portion thereof) are nontransferable and non-exchangeable. No substitutions or cash redemption of prizes are permitted except that ACE retains the right to substitute a prize of equal or greater retail value (or at ACE's election, the cash value of the applicable prize). Additional restrictions may apply.

All federal, state, provincial and local taxes related to each Prize are the sole responsibility of each Potential Winner. All other expenses and costs, not expressly listed above, including but not limited to any taxes, customs charges, and any other expense or cost, not expressly included above, are the Winner's sole responsibility. No refunds or credit for changes are allowed. No transfer of the Prize is permitted. Each Potential Winner must execute and return an Affidavit of Eligibility/Release of Liability, Publicity and W9 within FIVE business days of notification. Noncompliance within this time period may result in disqualification, and an alternate winner may be selected. Return of any Prize notification as undeliverable may result in disqualification and selection of an alternate winner.

**RIGHTS TO USE ENTRIES.** By submitting a photo for the Contest, each participant grants to ACE a worldwide, non-exclusive, non-restrictive, perpetual, non-revocable, royalty-free, sub-licenseable and transferable license to use, reproduce, distribute, transmit, make available, prepare derivative works of, or display the photo or any portion thereof in connection with any commercial purpose in any media formats and through any media channels without further compensation.

**GENERAL CONDITIONS:** The Contest is governed by the laws of the State of California, excluding conflicts at laws principles. All federal, state, provincial and local laws and regulations apply. This Contest is void where prohibited. Except as set forth in the paragraph immediately below, participants in the Contest hereby consent to the exclusive jurisdiction and venue of California courts (state and federal) in San Diego for any causes or controversies arising out of the Contest. Each participant waives any and all objectives to jurisdiction and venue in these courts.

By entering, participants release, and indemnify and hold harmless ACE and their respective subsidiaries, affiliates, directors, officers, employees and agents from any and all liability for any injuries, loss or damage of any kind, including death, arising from or in

connection with the Contest participant's creation of any submission, or receipt or use and/or misuse of any prize, or ACE's use of participants' submission, name, likeness, or city and state of residence in any media for any commercial purpose whatsoever.

ACE reserves the right at its sole discretion to cancel or modify the Contest if ACE determines that the Contest is impractical, fraudulent, void, unlawful, or if there are any technical or administrative malfunctions, errors, or other problems that affect the structure, terms or lawful administration of the Contest.

If, in ACE's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Contest, or if technical difficulties compromise the integrity of the Contest, ACE reserves the right in its sole discretion to void any entries at issue (including disqualifying any individual who tampers or otherwise interferes with the entry process), and to cancel, terminate, modify or suspend the Contest, in whole or in part, at any time without notice. In the event of such cancellation, ACE reserves the right to award prizes in a random drawing from all eligible entries received before the time of cancellation.

ACE in no way promotes illegal acts, and any and all entries, which include or promote illegal acts, will be disqualified.

ACE assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction of unauthorized access to, or alternation of, entries. ACE is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry received by ACE on account of technical problems or traffic congestion on the Internet or at any web site, including <http://www.acefitness.org> any combination thereof, or otherwise, including any injury or damage to entrant's or any other person's computer related to or resulting from participation or downloading any materials in the Contest.

Should any provision of the Official Rules be or become invalid under the laws of a particular country this shall not affect the validity of the remaining provisions.

Instagram is not liable for any content posted by ACE or entrants.

This promotion is in no way sponsored, endorsed or administered by, or associated with,

Instagram. Entrants understands that they are providing their information to ACE and not to Instagram. The information you provide will only be used as described in these Official Rules. By entering, entrants grant to American Council on Exercise a free, perpetual, non-exclusive license to use their name, city and state of residence, testimonials, and/or prize information for advertising, publicity and promotional purposes in all media without further notice. By entering, each entrant acknowledges that ACE has the right at all times to disclose information (including the identity of the persons providing information or materials on the American Council on Exercise Instagram page) as necessary to satisfy any law, regulation or valid governmental request.

**CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

**SPONSOR:**

American Council on Exercise

4851 Paramount Drive

San Diego, CA 92123

**WINNERS LIST:** Contest results and copy of these Official Rules may be obtained by sending a self-addressed, stamped envelope to: Official Rules, My ACEvolution Contest. Results will be available after 10/31/2020. Requests for results must be received by 1/1/2021.

No purchase necessary to enter or win. This promotion is in no way sponsored, endorsed or administered by, or in association with Instagram. You understand that you are providing your information to the American Council on Exercise and not to Instagram.