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## [Winter Wonderland Giveaway] – Official Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED

### 1. Eligibility

The Giveaway is open to Hydrow Members and Friends and Family of Hydrow Members in all 50 states and the District of Columbia, Canada and in mainland Great Britain, except as may be prohibited, who are at least eighteen (18) years old who are at least eighteen (18) years old at the time of entry and who are attending the Winter Wonderland Giveaway (“Event”) during the Giveaway Period. Employees of Hydrow Inc. and other companies associated with the promotion of the Giveaway, and their respective parents, subsidiaries, affiliates and advertising and promotion agencies as well as the immediate family and household members of each such employee are not eligible.

### 2. Promoter

US: The “Promoter” is Hydrow Inc., located at 10 Summer Street, Boston, MA 02110.

UK: The “Promoter” is Hydrow Limited, located at New Penderel House, 283-288 High Holborn, London, WC1V 7HP.

The Promoter is responsible for the collection, submission or processing of Entries and the overall administration of the Giveaway. Entrants should look solely to the Promoter with any questions, comments or problems related to the Giveaway.

### 3. Agreement to Rules

Participation in the Giveaway constitutes entrant’s full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Promoter, which are final and binding in all respects. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

### 4. Giveaway Period

The Giveaway begins on December 8th, 2022 at 5 am EST/10 am BST and ends on January 9th, 2023 at 5 am EST/10 am BST (the “Giveaway Period”). Entries that are recorded before or after the Giveaway Period will be disqualified. Submissions will be accepted for the duration of the Giveaway Period only from individuals attending the Event.

### 5. How to Enter:

On-Site:

Hydrow Members: This method of entry is limited to the Giveaway Period by inviting Friends and Family to the Giveaway. Hydrow Members will receive an entry for each Friends and Family Entrant who enters the Giveaway by way of referral from such Hydrow Member.

Friends and Family Entrants: This method of entry is limited to entering on site at the Event during the Giveaway Period by providing an email address to designated employees of Hydrow, Inc. Limit One (1) entry per person, per email address, and per household. Entries received from any person, email address, or household in excess of the stated limitation will be void. Entries that are not complete, do not adhere to the rules or specifications, or use fraudulent methods or otherwise attempt to circumvent the rules may be disqualified at the sole discretion of the Promoter.

### 6. Prize Drawing

On or about January 9th, 2023, the Promoter will select potential winners in each category in a random drawing from among all entries received (1 Hydrow Member Entrant and 10 Friends and Family Entrants). The odds of being selected depend on the number of eligible entries received. The Promoter will attempt to notify the potential winner via telephone or email on or about January 10th, 2023. If the potential winner cannot be contacted within five (5) days after the date of the first attempt to contact him/her, the Promoter may select an alternate potential winner in his / her place at random from the remaining non-winning, eligible entries.

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## 7. Winner Notification

The potential winners will be notified by email. The potential Grand Prize winner will be required to complete, electronically sign and submit an Affidavit of Eligibility and Release within five (5) days of the date notice or attempted notice is sent, in order to claim his / her prize. If the potential winner cannot be contacted or fails to submit an Affidavit of Eligibility and Release within the required time period (if applicable). The Promoter shall have no liability for a winner's failure to receive notices due to the winners' spam, junk email or other security settings or for winners' provision of incorrect or otherwise non-functioning contact information.

## 8. Prizes

PRIZE:

For Hydrow Members: Accessory and Apparel bundle, which includes:

\$150 gift card to the Hydrow apparel store

On the Mat workout kit (\$180 value) including 1 multi-use workout mat, 2 yoga blocks, 7 resistance bands

Jaybird Vista Wireless headphones (\$150 value)

For 10 Friends and Family Entrants:

On the Mat workout kit (\$180 value) including 1 multi-use workout mat, 2 yoga blocks, 7 resistance bands.

The specifics of the prize shall be solely determined by the Promoter. No cash or other prize substitution permitted except at Promoter's discretion. The prize is non-transferable. Any and all prize related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the winner.

Acceptance of Grand Prize constitutes permission for the Promoter or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review, or consent to print, publish, broadcast, distribute, and use, in any media now known or hereafter in perpetuity, winner's name, picture, voice, likeness, image or statements about the Giveaway, and biographical information for purposes of advertising and trade without further compensation, unless prohibited by law.

## 9. General Conditions

In the event that the operation, security, or administration of the Giveaway is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Giveaway is unable to run as planned for any other reason, as determined by the Promoter in its sole discretion, the Promoter may, in its sole discretion, either (a) suspend the Giveaway to address the impairment and then resume the Giveaway in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Giveaway and, in the event of termination, award the prize at random among the eligible, non-suspect entries received up to the time of impairment.

The Promoter reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Giveaway or to be acting in violation of these Official Rules or in a disruptive manner. Any attempt by any person to damage the Grand Prize or undermine the legitimate operation of the Giveaway may be a violation of criminal and civil law, and, should such an attempt be made, the Promoter reserves the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Promoter to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

## 10. Release and Limitations of Liability

By participating in the Giveaway, entrants agree to release and hold harmless the Promoter, its parent, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Giveaway, and each of the respective officers, directors, employees, shareholders, representatives, and agents, and all of their successors and assigns (the "Released Parties") from and against any claim or cause of action arising out of participation in the Giveaway or receipt or

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use of the prize (including any travel or activity related thereto), including, but not limited to:

- A) Any technical errors associated with the Giveaway, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service providers, or other connections, availability or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties;
- B) Unauthorized human intervention in the Giveaway;
- C) Mechanical, network, electronic, computer, human, printing or typographical errors;
- D) Any other errors or problems in connection with the Giveaway, including, without limitation, errors that may occur in the administration of the Giveaway, the announcement of the winner, the cancellation, or postponement of the Event, or in any Giveaway-related materials; and
- E) Injury, death, loss or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from entrants' participation in the Giveaway or acceptance, receipts, or misuse of the prize. Entrants further agree that in any cause of action, the Released Parties liability will be limited to the cost of entering and participating in the Giveaway, and in no event shall the entrants entitled to receive attorney's fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by tampering, hacking, or by in any equipment associated with or utilized in the Giveaway. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct or indirect damages.

## 11. Disputes

US: Except where prohibited, each entrant agrees that any and all disputes, claims, and causes of action arising out of, or connected with, the Giveaway or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the Commonwealth of Massachusetts. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, entrants rights and obligations, or the rights of the Promoter in connection with the Giveaway, shall be governed by, and construction in accordance with, the laws of the Commonwealth of Massachusetts, without giving effect to any choice of law or conflict of law rules, where would cause the application of the laws of any jurisdiction other than Massachusetts.

UK: Except where prohibited, each entrant agrees that any and all disputes, claims, and causes of action arising out of, or connected with, the Giveaway or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the United Kingdom. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, entrants rights and obligations, or the rights of the Promoter in connection with the Giveaway, shall be governed by, and construction in accordance with, the laws of the United Kingdom, without giving effect to any choice of law or conflict of law rules, where would cause the application of the laws of any jurisdiction other than the United Kingdom.

## 12. Privacy

Information submitted by entrants will be collected by Promoter's systems based in the United States and such collection may be subject to applicable United States laws. Entrants may withdraw personal data upon request; however, Entrant will be disqualified if personal data is withdrawn prior to the determination of the winners and fulfillment of the prizes. Entrant's participation in this Prize Draw constitutes consent for Promoter to use Entrant's personal information solely for the purpose of administering the Competition and awarding the prizes, unless entrant has opted to receive e-mail communications from Promoter. Personal information will only be collected from entrants and used in accordance with, Promoter's privacy policy available at

Information collected from entrants is subject to Promoter's privacy policy available at:

[US Privacy Policy](#)

[UK Privacy Policy](#)

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## **13. Winners List:**

US: To request the name of the winner, send a self-addressed, stamped envelope to Hydrow, Inc, Attn: Winners List, 10 Summer Street 5th Floor Boston, MA 02110. Winner List request will one be accepted after the promotion end date (listed above).

UK: To request the name of the winner, send a self-addressed, stamped envelope to Hydrow Limited, New Penderel House, 283-288 High Holborn, London, UK WC1V 7HP. Winner List request will one be accepted after the Competition end date (listed above).