

Spring Fever Buddy Bundle Package Giveaway Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. MUST BE 21 YEARS OR OLDER TO ENTER. VOID WHERE PROHIBITED.

1. Eligibility: This Campaign is open only to those ages 21 and over who live in Ozaukee, Washington, Waukesha, and Milwaukee counties, state of Wisconsin. Employees of Elite Sports Clubs and their families are ineligible to enter. Anyone that has won a prize from Elite Sports Clubs in the last 90 days is ineligible to win.
2. Agreement to Rules: By participating, the Contestant ("You") agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of Elite Sports Clubs as final and binding as it relates to the content of this Campaign. Elite Sports Clubs reserves the right to change the rules as needed.
3. Campaign Period: Entries will be accepted starting on 3/15/2020 and ending 3/31/2020.
4. How to Enter: You must either complete the submission form through Elite Sports Clubs via Jotform OR "Like" any post on Facebook or Instagram, tag a friend in the comments, and "Follow" Lakefront Brewery's and Nine Below's social accounts, plus the Elite account, in order to enter the sweepstakes. You may enter once per post and one time via the form submission method. You may not enter more times than indicated by using multiple accounts in an attempt to circumvent the rules. If You use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of Elite Sports Clubs.
5. Prizes: One (1) Winner of the Campaign ("Winner") will receive a Spring Fever "Buddy Bundle" prize package including two (2) Marcus Movie Passes, two (2) rounds of indoor urban mini-golf at Nine Below, two (2) Lakefront Brewery tour passes, two (2) tickets to a Milwaukee Brewers game, and a 2-month Elite Sports Clubs 2-person Membership. The two people that sign up for the Elite Sports Clubs membership must remain the same throughout the duration of the membership. Anyone not designated as one of the two shall be deemed as a guest and must abide by Elite Sports Clubs' guest policies. The specifics of the prize shall be solely determined by Elite Sports Clubs. If an existing Elite Sports Clubs member is chosen as the Winner, the 2-month Elite Sports Clubs membership & 2-week guest passes must be "gifted" to a non-member friend. No credits will be issued on their account. No cash or other prize substitution shall be permitted except at Elite Sports Clubs' discretion. The prize is non-transferable, with the exception of the Elite Sports Clubs membership by an existing member to a non-member. 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. Prize can be redeemed at any Elite Sports Clubs location. No substitutions of prize or transfer/assignment of prize to others or request for the cash equivalent by Winners are permitted. Acceptance of

prize constitutes permission for Elite Sports Clubs to use Winners' name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

6. Odds: The odds of winning depend on the number of eligible entries received.

7. Winner Selection and Notification: Winners will be selected at random under the supervision of Elite Sports Clubs. Winners will be notified via email or on social media within a day following the selection of Winners. Elite Sports Clubs shall have no liability for Winners' failure to receive notices due to failure to check notifications, spam, junk email, or other security settings or for Winners' provision of incorrect or otherwise non-functioning contact information. If Winners cannot be contacted, are ineligible, fail to claim the prize within 30 days from the time award notification was sent, or fail to timely return a completed and executed declaration and release as required, the prize may be forfeited and alternate Winners selected. Winner must activate Elite Sports Clubs membership within 30 days of receipt of the prize package. Receipt by Winners of the prize offered in this Campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations.

ANY VIOLATION OF THESE OFFICIAL RULES BY WINNERS (at Elite Sports Clubs' sole discretion) WILL RESULT IN WINNERS' DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

8. Rights Granted by You: By submitting your entry form or entering on social media, You understand and agree that Elite Sports Clubs, anyone acting on behalf of Elite Sports Clubs, and Elite Sports Clubs licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes without any further compensation, notice, review, or consent.

9. Terms & Conditions: Elite Sports Clubs reserves the right, in their sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond Elite Sports Clubs' control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, Elite Sports Clubs may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Elite Sports Clubs. Elite Sports Clubs reserves the right, in their sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions. Elite Sports Clubs has the right, in their sole discretion, to maintain the integrity of the Campaign, to void entries for any reason, including, but not limited to: multiple entries from the same user; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such an attempt be made, Elite Sports Clubs reserves the right to seek damages to the fullest extent permitted by law.

10. Limitation of Liability: By entering, You agree to release and hold harmless Elite Sports Clubs and their subsidiaries, affiliates, advertising and promotion agencies, partners,

representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Campaign and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, phone, camera, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

11. Disputes: THIS CAMPAIGN IS GOVERNED BY THE LAWS OF WISCONSIN WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Campaign, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Campaign, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Wisconsin having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Campaign). Participant further waives all rights to have damages multiplied or increased.

12. Privacy Policy: Information submitted with an entry is subject to the [Privacy Policy](#) stated on the Elite Sports Clubs website.

13. This promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram nor Facebook. By participating in this promotion, You agree to a complete release of Instagram and Facebook from any claims. Participants are responsible for following Instagram's and Facebook's Terms of Service in addition to any terms and conditions mentioned above.