

SPARTAN x FITNESS FIRST x MYZONE CHALLENGE TERMS & CONDITIONS

- SPONSOR.** The Fitness First x Spartan World Championship Myzone Effort Points (MEPS) Challenge (“The Spartan World Championship MEPS Challenge”) is sponsored by Fitness First (Leisure Unlimited LLC).
- ELIGIBILITY.** The Spartan World Championship MEPS Challenge is only open to individuals who are aged eighteen (18) years or older on the date of entry (“Eligible Persons”) and are an active Fitness First member. The Spartan World Championship MEPS Challenge is open to residents of UAE and is void where prohibited by local or national laws. It is the responsibility of Eligible Persons to ensure that they are legally eligible to participate and accept the award.
- MEPS CHALLENGE PERIOD.** The Spartan World Championship MEPS Challenge will run from 00:01 UAE Standard Time on 23rd November 2021 until 23:59 UAE Standard Time on 3rd December 2021 (“Closing Date”, the “Challenge Period”).
- CHALLENGE.** To enter Challenge 1 & 2 you must either purchase or already own a Myzone device. To enter all Challenges, you must purchase a Spartan Super ticket prior to the challenge commencing. To purchase your ticket go to <https://www.spartan.com>, select the race and use code: **FFSuper50**. Once you have purchased your ticket accept The Spartan World Championship MEPS Challenge invite on your Myzone app. The challenge includes MEPS generated in the following zones: Green, Yellow & Red **ONLY. No MEPS outside of these zones will count towards the challenge. All MEPS will be verified by independent representatives from Fitness First and Myzone.**

Challenge 1: A team challenge. 4 participants per team in any denomination of gender; 4 male, 4 female, 3 male: 1 female, 3 female: 1 male, 2 male: 2 female. The winning team will be the team with the most MEPS from the start date to the close of the competition up to and including the Spartan Night Super on Friday 3rd December. The winning score will be the total MEPS of all 4 participants during the Challenge Period.

Challenge 2: An individual challenge. 1 participant per entry. The winning participant will be the individual with the most MEPS from the start date to the close of the competition up to and including the Spartan Night Super on Friday 3rd December 2021. The winning score will be the total MEPS for the entrant during the Challenge Period.
- LIMIT.** There is no limit to the amount of challenges you can enter. You only have to make one purchase of a Spartan Night Super ticket to participate and be an active Fitness First member. You will need to purchase a Myzone device to participate in challenges 1 and 2.
- AWARD.** Prizes for The Spartan World Championship MEPS Challenge are as follows:
 - **Challenge 1 - Team Challenge:** Spartan merchandise, \$100 Amazon voucher for each team member, Free entry to the Dubai DEKA event in January or February
 - **Challenge 2 - Individual Challenge:** Spartan merchandise, \$100 Amazon voucher, Free entry to the Dubai DEKA event in January or February
 - **There is no cash alternative for the above prizes.**
- ODDS.** The odds of winning an award are based entirely on the Winners of each challenge - Team, Individual and the Spartan Night Super event on Friday 3rd December 2021. Prizes will only be awarded to the winners of each challenge.
- REGISTRATION PERIOD.** Registrations for The Spartan Night Super is already open. Registration for the MEPS Challenge will begin at 00.01 22nd November 2021 and end at 23.59 on 3rd December 2021. All times shall be based on UAE Standard Time.
- WINNERS AND NOTIFICATION.** The winners for The Spartan World Championship MEPS Challenge will be selected based on the greatest amount of MEPS accrued for the challenge entered and will be selected within 7 days of the Closing Date. The winner for each Challenge will be notified by no later than 11th December 2021 and will be announced across the Sponsors social media platforms and on the respective websites. It is the

responsibility of the participant to notify the Sponsors on application of any limitation in publishing their name on a Winners List on social media. By registering for The Spartan World Championship MEPS Challenge you agree to your name being published on a Winners List, in the event you do not want your name to be published on social media please contact info.ff@custhelp.com. You may also request the Data Protection Policy from this email address.

The winners will be required to respond within 14 days of notification confirming their acceptance of the award. In the event a winner: i) does not respond to communications within 14 days of notification, ii) declines or does not redeem the award, iii) cannot be verified as eligible, as described below, Sponsor reserves the right to disqualify that winner and present the award to a reserve winner identified using the above process or failing that, present the award to a charity, at its sole discretion.

10. **GENERAL.** Entries which do not satisfy the requirements of these Official Rules in full will be disqualified and will be discarded. If it becomes apparent that a participant is using a system or process that is not consistent with the spirit of the challenge that person's entries will be disqualified and any award will be void.

Sponsors may, at their sole discretion, disqualify entries deemed to be non-compliant with these Official Rules and reserves the right to refuse entry to or disqualify any entrant whose conduct may be unlawful or otherwise bring Sponsors into disrepute. In the event of such disqualification Sponsor may present the award to another entrant.

Sponsor's decision regarding any aspect of the challenge is final and binding and no correspondence will be entered into.

11. **LIMITATIONS OF LIABILITY.** Sponsor accepts no responsibility for failing to register Myzone users in The Spartan World Championship MEPS Challenge or for late, incomplete, incorrectly processed, corrupted or misdirected entries.

If for any reason any aspect of The Spartan World Championship MEPS Challenge is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorized intervention, fraud, technical failures or any cause beyond our control which corrupts or affects the administration, security, fairness, integrity or proper conduct of The Spartan World Championship MEPS Challenge, Sponsor may at its sole discretion cancel, terminate, modify or suspend The Spartan World Championship MEPS Challenge, or invalidate any affected entries.

Sponsor will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense or damage which is suffered or sustained (whether or not arising from any person's negligence) in connection with The Spartan World Championship MEPS Challenge or accepting of the award.

By participating in The Spartan World Championship MEPS Challenge, each participant is agreeing to be bound by these Official Rules (and the decision of Sponsor, which shall be final in all respects), and agrees to release Sponsor its directors, officers, employees and agents from, and indemnifying each of them against, any and all liability or any loss, damage or injury of any kind arising from or in connection with The Spartan World Championship MEPS Challenge. Sponsor reserves the right to withdraw or suspend any Registered Entrant if there is any breach of these Official Rules.

12. **PROMOTION.** The winner shall, upon request, participate in reasonable promotional activity surrounding the winning of the award, for no further consideration, and they consent to the use of their name, voice, image, and biographical information, anywhere in the world, in any media now existing or hereafter developed, perpetually, in promotional material of Leisure Unlimited LLC (Fitness First), Spartan Race and Myzone (Europe) GmbH. which may include websites and social media.

The name and locality of the winner will be displayed on Sponsors' website, for which the winner provides their consent.

13. **REMINDER.** Myzone users are reminded that strenuous exercise can be dangerous for persons suffering from many medical conditions. You are urged to consult with a medical professional prior to beginning an exercise routine, including, without limitation, The Spartan World Championship MEPS Challenge.

If you are in any doubt (and in any event if you are pregnant, or receiving medical treatment or medication) you should refrain from taking any such exercise, including, without limitation, The Spartan World

Championship MEPS Challenge, with or without your Myzone product, without first taking competent medical advice.

Your Myzone® belt is designed only as an aid to personal training/exercise. IT IS NOT A MEDICAL DEVICE. It cannot tell you what level of exercise is safe for you, or whether you are exerting yourself beyond your safe limits. It is your responsibility to check your own medical condition before undertaking any exercise, including, without limitation, The Spartan World Championship MEPS Challenge.

If chest pains or any other symptoms or discomfort are experienced when using the Myzone® belt, you should stop exercising immediately and seek medical attention.

Myzone personnel are not medically qualified, and do not give medical advice.

A person's entry into The Spartan World Championship MEPS Challenge constitutes their acknowledgement that they have obtained all medical advice concerning their participation in The Spartan World Championship MEPS Challenge they deem necessary.

The Myzone® belt must at all times be used in accordance with the Myzone product use and care instructions.

14. **REGISTERED ENTRANT'S PERSONAL INFORMATION.** Information collected from entrants is subject to Sponsor's Privacy Policy, which can be reviewed at <https://uae.fitnessfirstme.com/privacy-policy>. Entrance into The Spartan World Championship MEPS Challenge constitutes agreement to be bound by these policies.
15. **GOVERNING LAW AND DISPUTES.** Any and all disputes, claims and causes of action arising out of or connected with The Spartan World Championship MEPS Challenge or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively under the laws of the United Arab Emirates. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering The Spartan World Championship MEPS Challenge, but in no event attorneys' fees; and under no circumstances will an applicant for entry or Registered Entrant be permitted to obtain awards for, and each hereby waive 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 Sponsors in connection with The Spartan World Championship MEPS Challenge, shall be governed by, and construed in accordance with, the laws of the United Arab Emirates without giving effect to any choice of law or conflict of law rules (whether UAE Federal law or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the UAE.
16. **INTERPRETATION.** It is Sponsor's intention that all provisions of these Official Rules be strictly enforced. In the event that one or more of the provisions set forth in these Official Rules protective of Sponsor are not fully enforceable under applicable UAE law, such provisions shall be reduced in scope in such limited fashions so as to make such provisions enforceable under applicable UAE law in such full and complete manner as possible.

