

“Hedstrom Functional Training” Sweepstakes

NO PURCHASE IS NECESSARY TO ENTER THIS SWEEPSTAKES. VOID WHERE PROHIBITED BY LAW.

TERM:

The “Hedstrom Functional Training” Sweepstakes (the "Sweepstakes") entry period commences at 12:00 a.m. Eastern Standard Time on January 1, 2017, and ends at 11:59 p.m. Eastern Standard Time on January 31, 2017 (the "Sweepstakes Entry Period"). The Sweepstakes is sponsored by Cruz Bay Publishing, Inc. an Active Interest Media company, 300 Continental Blvd., El Segundo, CA 90245 (“Sponsor”).

ELIGIBILITY:

This Sweepstakes is open to any legal resident of the continental United States, Alaska, Hawaii, and the District of Columbia, 18 years or older as of date of entry. Entrants must be an Oxygen reader as of date of entry to be eligible. Employees of the Sponsor; Prize provider; any promotional companies or advertising agencies participating in the Sweepstakes and employees of their respective subsidiaries and affiliates; any persons involved in the creation, development, or implementation of this Sweepstakes; and any other persons or entities directly associated with this Sweepstakes and any members of their immediate families or households are ineligible to participate. Entries for the Sweepstakes must be received prior to the expiration of the Sweepstakes Entry Period. This Sweepstakes is void in Puerto Rico and the U.S. Virgin Islands and wherever prohibited or restricted by law, and is subject to all federal, state, and local laws and regulations. By submitting an entry form, entrants agree to abide by these Official Rules and all applicable federal, state, and local laws and regulations that govern giveaways.

PRIZE VALUE:

- (1) Grand Prize winner will receive a Functional Training Prize Package. Prize package includes:
 - Surge® 3.0, \$119.95 ARV
 - Surge® Wall Chart, \$14.95 ARV
 - 9” Kamagon Ball and DVD, \$49.95 ARV
 - Kamagon® Wall Chart, \$14.95 ARV
 - Fit Bit Charge 2, \$149.95 ARV
- (1) Runner-up Prize winner will receive a Functional Training Prize Package. Prize package includes:
 - Surge® 3.0, \$119.95
 - Surge® Wall Chart, \$14.95 ARV
 - 9” Kamagon Ball and DVD, \$49.95 ARV
 - Kamagon® Wall Chart, \$14.95 ARV

Approximate Retail Value of each Prize is \$335 and \$185, respectively. Actual retail value may vary. The Prizes are not transferable, assignable or redeemable for cash or any other consideration, and no substitutions will be allowed except by Sponsor, which reserves the right to substitute another Prize of equal or greater value or nature if

advertised Prize is not available. The entrants are responsible for compliance with all applicable federal, state, and/or local laws and regulations, including, without limitation, the payment of all applicable taxes.

HOW TO ENTER:

Entrants may enter the Sweepstakes by completing the form located on <http://www.oxygenmag.com/Hedstrom-Fitness-Sweepstakes> during the Sweepstakes Entry Period. Limit one entry submission per entrant. Incomplete or late entries will be disqualified. Normal Internet access and usage charges imposed by your online carrier apply. An entry will be deemed to have been made by the "authorized account holder" of the email address utilized at the time the entry is made. For purposes herein, the "authorized account holder" refers to the person assigned to an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses. If an entrant is determined to have sent more than one entry, only one entry will be counted. All entries will become the property of Sponsor and will not be returned. Sponsor is not responsible for transmission and/or computer error. For the avoidance of doubt, acceptance of entries or submissions will not be deemed to waive any provisions of these Official Rules, and the entrant may subsequently be disqualified.

FULFILLMENT:

All entrant submissions of the Sweepstakes will be processed by February 1, 2017, from all eligible entries received. The Prize winners will be selected by February 20, 2017. Each entrant is responsible for the accuracy of the information included in his/her entry. The fulfillment of the Sweepstakes will be conducted by Hedstrom Fitness.

CAUTION:

Any attempt by any person to deliberately damage any web site or undermine legitimate operation of a Sweepstakes may constitute a violation of criminal and civil laws, and should such an attempt be made, Sponsor reserves the right to seek damages from and/or to prosecute any such person to the fullest extent permitted by law. Any such tampering will also result in ineligibility to receive the Prize.

CONDITIONS:

By participating in this Sweepstakes, entrants agree to be bound by these Official Rules and the decisions of Sponsor, which are final in all matters relating to this Sweepstakes and acknowledge compliance with these Official Rules. Each entrant acknowledges that the Privacy Policy and Terms of Use found on the www.oxygenmag.com website are hereby incorporated by reference and apply to the submission of entries pursuant to these Official Rules. By participating in this Sweepstakes, each entrant hereby agrees to Sponsor's collection and usage of the entrant's personal information and acknowledges that entrant has read and accepted the above-referenced Privacy Policy and Terms of Use.

Sponsor is in no way liable for any damage, loss, or injury resulting from computer

malfunctions, misdirected or incomplete entries, or acceptance and use of the Prizes. Sponsor and its agents shall have no liability or responsibility for injuries, damages or liabilities caused or claimed to be caused by participation in the Sweepstakes or the use or misuse of the Prizes. Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Sweepstakes should virus, bugs, or other causes beyond the control of Sponsor corrupt the administration or security of the Sweepstakes and award the Prizes from all eligible entries received prior to cancellation or suspension.

By entering this Sweepstakes, each entrant hereby voluntarily and irrevocably releases, holds harmless and agrees not to institute any claim against Sponsor, Hedstrom Fitness, or any of their respective affiliates, and their respective officers, directors, employees and agents from any losses, damages, or expenses from any and all injuries, losses or damages of any kind arising from or in connection with, either directly or indirectly, (1) the awarding, acceptance, receipt, possession, use and/or misuse of the Prize awarded herein; and/or (2) participation in the Sweepstakes or any Prize-related activities.

Under no circumstances will any entrant be permitted to obtain awards for, and each entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, and entrant further waives all rights to have damages multiplied or increased.

By accepting the Prizes, the Prize winners grant Sponsor permission to use his or her name and likeness for advertising and promotional purposes without any additional compensation (except where prohibited by law). By entering the Sweepstakes, entrants shall be deemed to have agreed to have their entry information made available to the Sponsor. The Sweepstakes is subject to these Official Rules. By entering the Sweepstakes, each entrant agrees to waive any right to claim any ambiguity, inequity or error in the Official Rules of the Sweepstakes, and/or of the Sweepstakes itself, and agrees to be bound by these Official Rules and by all decisions of, and interpretations of these Official Rules by, the Sponsor, which in all respects shall be final and binding.

THE CALIFORNIA COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE GIVEAWAY AND THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES, SHALL GOVERN THE GIVEAWAY. ENTRANTS WAIVE ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMIT TO THE JURISDICTION OF THOSE COURTS.

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SPONSOR:

Cruz Bay Publishing, Inc. an Active Interest Media company, 300 Continental Blvd., El Segundo, CA 90245

ADMINISTRATOR:

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