

**FITSTAYS.COM CASH GIVE-AWAY
OFFICIAL RULES**

1. **NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. THE PURCHASE OF ANY GOOD OR SERVICE WILL NOT INCREASE YOUR CHANCES OF WINNING.** The FitStays.com Cash Give-Away (the “Sweepstakes”) is void outside the United States, in Puerto Rico and other U.S. commonwealths, territories and jurisdictions (including overseas military installations), Hawaii, Alaska, New York, Florida, Rhode Island, and wherever prohibited by law. These FitStays.com Cash Give-Away Official Rules (the “Rules”) constitute a legally binding agreement by and between you and FitStays, LLC and govern your entry in the Sweepstakes. **FOR ADDITIONAL CONDITIONS OF WINNING THE SWEEPSTAKES, PLEASE SEE THE “RESPONSIBILITIES OF WINNER” SECTION BELOW.**
2. **SPONSOR.** The sponsor of the Sweepstakes is FitStays, LLC of 3201 E. Micah Lane, Sioux Falls, SD 57103 (the “Sponsor”).
3. **SWEEPSTAKES ENTRY PERIOD.** The Sweepstakes begins on Monday, March 8, 2019 and ends the **later** of: (a) FitStays receiving its 1,000th qualified review, or (b) Sunday, December 1, 2019 (the “Promotion Period”). All valid entries must be received during the Promotion Period. No entries into the Sweepstakes will be accepted before or after the Promotion Period.
4. **ELIGIBILITY.** The Sweepstakes is open only to legal residents of the United States (excluding residents of Alaska, Hawaii, New York, Florida, Rhode Island, Puerto Rico and other U.S. commonwealths, territories, jurisdictions, and overseas military installations) who are 18 years of age or older as of the start of the Promotion Period. Employees of the Sponsor (and their respective IRS dependents, immediate family members, including any spouse, child, parent, sibling, and/or step-child, and any individuals residing in their same household) are not eligible to enter or win the Sweepstakes. The Sweepstakes is void in Puerto Rico and other U.S. territories and possessions, Hawaii, Alaska, New York, Florida, Rhode Island, and where prohibited or restricted by law. By participating in the Sweepstakes, entrants agree to abide by and be bound by the Rules and the decisions of the Sponsor, whose decisions are final and binding in all respects, and waive any right to claim ambiguity in the Sweepstakes or the Rules.
5. **HOW TO ENTER.** You may enter the Sweepstakes for the Grand Prize (as defined below) by leaving a qualified review during the FitStays Review Promotion (full rules available at: <https://fitstays.com/wp-content/uploads/2019/04/fitstays-reviews-promotion.pdf>). Each qualified review you leave will result in one entry to the Sweepstakes. All entries for the Grand Prize must be received by the end of the Promotion Period. **Maximum entries for the sweepstakes is three (3) entries per person. No purchase or payment is necessary to win, and a purchase of any good or service does not increase your chances of winning this Sweepstakes. It is free to enter this Sweepstakes.**
6. **PERSONAL DATA.** If you are required to submit personal data such as your name, phone number, email address or mailing address (“Personal Data”) in connection with the Sweepstakes, your Personal Data will be held, used and processed by the Sponsor in accordance with the Sponsor’s Privacy Policy, which may be amended from time to time and is available at

<https://fitstays.com/privacy-policy>; provided, however, that the social security number of the Grand Prize winner may be obtained through the Affidavit (as defined below). Information obtained from the Affidavit will exclusively be used for the internal business purposes of the Sponsor, and such information will not be shared, except as required by law.

7. **WARRANTIES AND CONSENTS.** By participating in the Sweepstakes, you: (a) represent and warrant that (i) you have read, and agree to be bound by, the Rules and the FitStays Review Promotion Rules (link provided above), (ii) you are eligible to participate in the Sweepstakes, and (iii) all of the information provided as part of your entry and in your qualified reviews is accurate, does not violate any third party's legal rights (including, without limitation, rights of privacy and publicity), and otherwise does not violate applicable law; (b) consent to the use of your name and/or likeness by the Sponsor for promotional purposes (whether online, in print or through any other media now known or hereafter developed), without additional compensation or authorization unless prohibited by law; and (c) agree to be bound by the interpretations of the Rules by the Sponsor which are final in all matters relating to the Sweepstakes.
8. **PRIZE/ODDS OF WINNING.** The Sweepstakes Grand Prize winner will receive One Thousand Dollars Cash (\$1,000.00) payable via a cashier's check to the Sweepstakes winner. Odds of winning the Grand Prize are dependent on the number of Sweepstakes entries received. The Grand Prize is not transferable prior to the winner claiming and accepting possession of the Grand Prize, and is further subject to the restrictions detailed in the "Responsibilities of Winner" section of these Rules.
9. **WINNER SELECTION.** One Grand Prize winner will be selected through a random drawing from among eligible Sweepstakes entries received by the Sponsor during the Promotion Period. The drawing for the Grand Prize will be held within one week of the Promotion Period ending. The Sponsor's decisions regarding the Sweepstakes is final on all matters. **ONLY ONE GRAND PRIZE WILL BE AWARDED. THERE ARE NO ADDITIONAL PRIZES ASSOCIATED WITH THIS SWEEPSTAKES.**
10. **WINNER NOTIFICATION; PRIZE AWARDING.** Within one week of the drawing, the Sponsor will send a prize notification email to the Grand Prize winner at the email address of the winner on file with the Sponsor. The winner need not be present to win. In the event the Grand Prize winner's prize notification email from Sponsor is returned as undeliverable, an alternative winner will be selected by Sponsor in another random drawing of the remaining eligible entries. The Sponsor is not responsible for any change in a participant's home address, telephone number, email address, or internet service. Participants are solely responsible for maintaining an updated email addresses with the Sponsor.
11. **WINNER'S LIST:** To receive the final results of the Sweepstakes (winners' list), please visit FitStays.com blog available at <http://fitstays.com/blog>. Results will be available after winner confirmation is complete and will remain posted for at least 60 days after all winners are confirmed.
12. **RESPONSIBILITIES OF WINNER.** The Grand Prize winner will be required to execute and return an Affidavit of Eligibility and Liability/Publicity Release (the "Affidavit") (where

permitted and applicable) to the Sponsor at 3201 E. Micah Lane, Sioux Falls, South Dakota 57103 within fourteen (14) days of Sponsor's first attempt to notify the winner as set forth above. If Sponsor fails to receive a completed Affidavit from any winner within fourteen (14) days of Sponsor's prize notification being sent, the Sponsor may deem the winner to have forfeited the prize and a new winner may be drawn. By completing, signing and returning the Affidavit, the prize winner (i) confirms compliance with these Rules, (ii) releases and forever discharges the Sponsor, its parent companies, affiliates and subsidiaries and their employees, owners, managers, members, agents, shareholders, and directors (collectively, the "Releasees"), and their respective advertising and promotional agencies, from all claims, demands, damages, actions and causes of action arising or to arise by reason of the acceptance or use of any prize, and (iii) gives permission to the Sponsor, at its option, to publish or otherwise use the winner's name, address (city and state), photograph, likeness, voice, and comments, without compensation or further notice, in any publicity carried out by the Sponsor or its respective advertising agencies, except where prohibited by law. The Grand Prize winner should additionally send the Sponsor a digital picture of him or herself holding any provided winner certificate.

The Grand Prize will be mailed via U.S. mail with return receipt requested to the address provided by the Grand Prize winner in his or her Affidavit. The Sponsor does not have any ownership interest in any of the resorts listed on the Fitstays.com website, and the Grand Prize is a one-time cash-prize, and the Grand Prize winner can decide in his her or own decision and discretion how to utilize the prize proceeds. The Grand Prize will be awarded by the Sponsor to the respective winner only after verification that all Sweepstakes requirements have been met. The Grand Prize must be accepted as awarded and no substitution, transfer, conversion or assignment of the prize will be allowed, except as provided in these Rules or at Sponsor's sole discretion.

All federal, state, and other taxes, are solely the responsibility of the Grand Prize winner. Sponsor will file an IRS Form 1099 with the Internal Revenue Service for the Grand Prize. Failure of any winner to comply with the above prize claim requirements for any reason, or the return of any prize notification or prize as undeliverable, or the determination that a winner is ineligible to receive a prize, may result in forfeiture of the prize and result in an alternate winner being selected in accordance with the Rules. The Sponsor is not responsible for a change in any participant's home address, telephone number, email address, or internet service. Any other prize details will be at the sole discretion of the Sponsor. Prizes will not be awarded outside the United States or where this Sweepstakes is void.

13. **GENERAL RULES.** By participating in this Sweepstakes, you agree (i) to be bound by the Rules and all decisions of the Sponsor, which shall be final and binding in all respects relating to the Sweepstakes; (ii) to grant (and agree to confirm this grant in writing, if requested) permission to the Sponsor and those acting under its authority, at its option, to publish or otherwise use your name, general location, photograph, likeness, voice and comments, without compensation or further notice, for advertising, trade and/or publicity purposes in all media now known or hereafter discovered, worldwide, except where prohibited by law; (iii) that the Sponsor may collect the Personal Data submitted by you, and use the information pursuant to its Privacy Policy, available at FitStays.com; (iv) the Sponsor may

disqualify anyone from participating in the Sweepstakes or winning the Grand Prize, if, in its sole discretion, the Sponsor determines that such person is attempting to undermine, tamper with, or abuse any aspect of the Sweepstakes, by cheating, deception or other unfair playing practices, or intending to annoy, abuse, threaten or harass any other entrant or the Sponsor's representatives, and the Sponsor reserves the right to terminate such participant's eligibility; (v) TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASEES, FROM AND AGAINST ANY AND ALL LIABILITY WHATSOEVER FOR ANY CLAIMS, COSTS, INJURIES, LOSSES OR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH (a) THE SWEEPSTAKES, (b) THE ACCESSING OF ENTRY MATERIALS, (c) THE ACCEPTANCE, POSSESSION OR USE/MISUSE OF ANY PRIZE AWARDED HEREIN, (d) ANY SERVICES PROVIDED BY PARTIES OTHER THAN THE SPONSOR IN CONNECTION WITH THE PRIZE AWARDED, (e) PARTICIPATION IN ANY ACTIVITY PAID FOR UTILIZING PRIZE PROCEEDS; (vi) THAT THE PRIZE IS SOLELY A CASH PRIZE, AND THAT HOW THE WINNER SPENDS THE GRAND PRIZE PROCEEDS IS ENTIRELY AT THEIR OWN DECISION AND DISCRETION. THE WINNER RELEASES THE RELEASEES OF ALL LIABILITY ASSOCIATED WITH THE GRAND PRIZE UPON ITS DELIVERY AND IN NO WAY SHALL BE LIABLE OR RESPONSIBLE FOR HOW THE WINNER SPENDS THE GRAND PRIZE PROCEEDS AND HEREBY RELEASES THE RELEASEES OF SUCH LIABILITY.

14. **RELEASE.** You agree to release all rights to bring any claim, action or proceeding against the Releasees, further covenant not to sue the Releasees, and hereby acknowledge that the Releasees have not made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Sweepstakes or the Grand Prize.
15. **ADDITIONAL LIMITATIONS.** If for any reason the Sweepstakes is not capable of running as planned due to tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, the Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify, or suspend the Sweepstakes. In the event that the Sweepstakes is cancelled or terminated prior to the stated end date, Sponsor may, but is not required to, randomly select the Sweepstakes winner from among all eligible, non-suspect, entries received prior to the time of the action or event warranting such cancellation/termination. The Sponsor assumes no responsibility for any error, omission, deletion, defect, delay in operation or transmission, communications line failure, theft, or destruction or unauthorized access to, or alteration of, entries. The Sponsor is not responsible for entries that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed or misdirected, or for the failure of any entry to be received by the Sponsor on account of technical problems or human error.

CAUTION: ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO DISQUALIFY AND SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM YOU AND ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION.

16. DISPUTES AND GOVERNING LAW. By entering the Sweepstakes, you agree (a) any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or the awarding of prizes shall be resolved individually, without resort to any form of class action; (b) all issues and questions concerning the construction, validity, interpretation, and enforceability of these Rules, your rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of State of South Dakota without giving effect to any choice of law or conflict of law rules; (c) by entering, you consent to the jurisdiction and venue of the federal, state and local courts located in Minnehaha County, South Dakota; (d) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (e) under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to, claim punitive, incidental and consequential damages and any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. Some jurisdictions do not allow the limitations or exclusion of liability for incidental or consequential damages, so the above may not apply to you, but in such circumstances, you agree that this exclusion of liability shall extend to the fullest extent permitted by law.