

Senior Planet Sponsored Athlete 2023 CONTEST OFFICIAL RULES

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN.
A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.**

1. BRIEF OVERVIEW: The **Senior Planet Sponsored Athlete 2023** Contest (“Promotion”) takes place between **November 15, 2022 at 5:00 am EST** and **December 12, 2022 at 9:00 pm EST** (“Promotion Period”). The Promotion consists of a Prize Contest. More specific details are stated below.

2. ELIGIBILITY: The Promotion is open to all legal residents of the fifty (50) United States/District of Columbia, who are at least 60 years old as of the date of entry, except officers, directors, and employees (and members of their household and immediate families, i.e., parents, children, spouse, siblings) of Older Adults Technology Service, Inc. (also referred to as “Administrator”), its affiliates, advertising/promotion agencies, and/or their affiliates, assigns or representatives (hereinafter referred to collectively as “Administrator & Others”), and all other persons or entities associated with the development, administration, promotion, execution of, supply to or printing of this Promotion.

3. HOW TO PARTICIPATE/SELECTION OF WINNER/PRIZE/ODDS OF WINNING:

A) Prize Contest: There will be a total of up to **five (5)** Prizes awarded to Selected Winners, creating a diverse pool of men and women age 60+. To enter the Prize Contest, Entrants must:

a) **Meet all of the minimum requirements as follows:**

- I. Someone who engages in some type of sport or fitness activity at least 3x per week.
- II. Someone who agrees to share their fitness story and experience with the Senior Planet digital community, and agrees to:
 - i. Take the following three (free) Senior Planet class Hosting on Zoom, Introduction to Senior Planet, and Finding Community with Senior Planet.
 - ii. Be interviewed and photographed for a dedicated introduction and follow-up article to be published on SeniorPlanet.org.
 - iii. Let the Senior Planet program use their photo and story on social media, in email, websites and all digital mediums for promotion among the Senior Planet digital community.
 - iv. Lead at least two, live fitness classes, either online or in-person, for the Senior Planet community during the year 2023.
 - v. Use the \$1,000.00 prize toward achieving their future fitness goals (i.e. monthly gym membership, workout equipment, race entry fees, etc.).

During the Promotion Period, each Entrant must completely fill out and submit the Official Entry Form, including **Name, age, and contact information**. Entrants are responsible for determining the appropriate beginning and ending times in their respective time zones. Upon submission of the completed Official Entry Form, each Entrant will be entered into the Prize Contest. Only one (1) entry per individual.

- **Selection of Prize Winners (“Selected Winners” or “Senior Planet Sponsored Athletes):** On approximately **December 28, 2022** at approximately **5:00pm EST**, the Winners will be selected by a panel of three (**3**) Judges, appointed by Administrator. Winner will be selected

from all entries received throughout the Promotion Period. In addition to minimum requirements above, Judges will evaluate Entrants based on a 100-point scoring system as follows:

- i. **50 points** - Applicant's 250-word entry submission and/or video submission demonstrates a dedication to their unique fitness journey.
- ii. **25 points** - Applicant agrees to take three (3) Senior Planet classes within twelve (12) months after being selected as a Senior Planet Sponsored Athlete and host two (2) fitness programs for Senior Planet within twelve (12) months of being selected as a Senior Planet Sponsored Athlete.
- iii. **25 points** - Applicant's fitness or sport of choice is replicable and can be clearly explained and shared with the larger Senior Planet digital community.

In the event of a tie, tied entries will be re-judged based on the same criteria listed above and a Winner will be determined by Administrator in its sole discretion. Entrants agree to the Official Rules and to the decisions of the Judges, which shall be final and binding in all respects. Award of a prize to any winner will be subject to verification of that winner's eligibility and compliance with these Official Rules.

- **Notification:** Winner will be notified via email on or about **December 28, 2022**, using the email provided on the entry form. The Winner must email **info@seniorplanet.org** by **January 4, 2023** and return a properly completed and signed winner's affidavit to the Administrator to claim prize. The return of any prize notification message or document as undeliverable will result in disqualification of the applicable winner, the forfeiture of his or her interest in the prize and the selection of a substitute winner with the next highest score.
- **Prizes:** Each Selected Winner will receive a **\$1,000.00 prize to be used toward achieving future fitness goals such as a gym membership or exercise equipment**). Approximate Retail Value ("ARV") of each Prize: **\$1,000.00**. If the actual retail value of the Prize differs from its stated ARV, the Selected Winners will not receive the difference in value. Limit: Only one (1) prize per individual. Winners will receive the Prize within **90** days of being confirmed as the winner. **Odds of Winning:** The odds of winning depend on the number of eligible entries received, and the Judge's evaluation of said entries.

Participant need not be an AARP member in order to enter and/or win the Prize Contest. Being an AARP member will not increase your chance or odds of winning.

TERMS AND CONDITIONS APPLICABLE TO PRIZE RECIPIENT ("PRIZE RECIPIENT"):

Prize Limit: An individual, including a member of his/her household, regardless of email address used, may only win one (1) Prize throughout the Promotion Period. The Winners of the Prizes will receive the Prize after having been confirmed as a Winner. Prizes are not transferable or substitutable except by Administrator with one of equal or greater value. Administrator is not responsible for any Prize Recipient's inability to utilize her/his prize. All federal, state and local taxes are solely the responsibility of the Prize Recipient. Additionally, at the sole discretion of the Administrator, disqualification, forfeiture and the selection of an alternate Winner of a Prize may result from any of the following: (a) a potential Winner's failure, upon request, to provide Administrator with satisfactory proof of age, identity, residency, and/or eligibility; (b) a potential Winner's failure to accept or utilize the Prize as provided herein; or (c) any other non-compliance, as determined by Administrator in its sole discretion, with the Official Rules.

6. LIMITATIONS OF LIABILITY: Administrator & Others are not responsible for interrupted or unavailable network server or other connections; for miscommunications; failed telephone, computer or electronic transmissions; for jumbled, scrambled or misdirected entries or transmissions; for phone, electrical, network, technology or computer hardware or software or program malfunctions, failures or difficulties; or any other errors, omissions, interruptions, or deletions of any kind, whether human, mechanical or electronic; or for non-receipt of any entry regardless of the cause of it not being properly received by Administrator. Administrator & Others are not responsible for illegible, unintelligible, late, lost or stolen entries; for incorrect or inaccurate entry information, whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Promotion; or for any technical, printing or human errors which may occur in the receipt, non-receipt or processing of any entries, Tickets or Ticket stubs in the Promotion. In no event will Administrator award more Prizes than are stated in these Official Rules. Persons found tampering with or abusing any aspect of the Promotion, as solely determined by Administrator, will be disqualified and may be subject to prosecution. Any person attempting to enter using multiple email addresses, multiple identities or any other device or artifice to enter multiple times or to interfere with the proper play of the Promotion will be disqualified from participation in the Promotion. If, in the judgment of Administrator, the Promotion is compromised by viruses, bugs, non-authorized human intervention or other causes beyond the control of Administrator, which or may corrupt the administration, security, fairness or proper play of the Promotion, Administrator reserves the right, in its sole discretion, to modify, discontinue, suspend or terminate the Promotion and proceed to select potential Winner in a manner it deems fair and reasonable.

ADMINISTRATOR & OTHERS MAKE NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT AS REGARDS ANY PRIZE OR ANY COMPONENT OF ANY PRIZE. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OF EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES. CHECK YOUR LOCAL LAWS TO LEARN IF ANY OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

7. PRIVACY POLICY: Any personally identifiable information collected during an Entrant's participation in the Promotion will be collected by Administrator and used by Administrator in accordance with Administrator's Privacy Policy as such is stated at <http://www.aarp.org/about-aarp/privacy-policy/>

8. PUBLICITY AND INTELLECTUAL PROPERTY RIGHTS: By accepting a prize, each Prize Recipient agrees to allow Administrator and/or Administrator's designees the perpetual right to use his/her name, biographical information, photos, videos and/or likeness, and statements, entries, for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered, worldwide, including but not limited to on the World Wide Web and Internet, without notice, review or approval and without additional compensation except where prohibited by law.

Entrants grant the Administrator all rights of ownership, reproduction, and use of entries for any purpose whatsoever without compensation or further permission, including but not limited to an irrevocable and perpetual, royalty-free, worldwide right, in all media (now known or later developed) to assign, use, publish, edit, adapt, modify, alter, reproduce, distribute, display, copyright, create derivative works or otherwise exploit entries, for commercial or non-commercial use, and without compensation to the Entrant. By entering the Contest, each Entrant waives any and all rights he or she may have to his or

her Entry. To the extent Entrant has any rights in the Entry; Entrants assigns all such rights to the Administrator by entering the Contest.

9. GOVERNING LAW: Issues concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed by the laws of Washington, DC.

10. RELEASE: By participating, each Entrant releases and agrees to indemnify and hold harmless Administrator & Others from and against any and all costs, claims, damages, or any other injury, whether due to negligence or otherwise, to person(s) or property (including, without limitation, death or violation of any personal rights, such as violation of right of publicity/privacy, libel, or slander), due in whole or in part, directly or indirectly, to participation in the Promotion, or arising out of the receipt, use or misuse, or enjoyment of any Prize.

11. GENERAL: By entering the Promotion, entrants agree to abide and to be bound by these Official Rules and the decisions of Administrator, which shall be final in all matters pertaining to this Promotion. Void outside of the fifty (50) United States/District of Columbia and wherever prohibited or restricted by law. All federal, state and local laws and regulations apply. Entries become property of Administrator and will not be returned.

12. WINNER'S LIST: To obtain the names of the Prize Winners, send a properly stamped, self-addressed envelope, by **January 11, 2023** to OATS Winner's List, 168 7th St #3A, Brooklyn, NY 11215.

Administrator: Older Adult Technology Services, Inc, 168 7th St #3A, Brooklyn, NY 11215 © 2021 Older Adult Technology Services, Inc, All rights reserved.

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