

# Rules and Guidelines

## Awards and Prizes

Grand Prize (one award): The winner will receive US\$10,000 and featured affiliate's dues are waived for one year.

Notable Mentions (five awards): The winners' featured affiliate's dues are waived for one year.

## Eligibility

2014/11/19 (Wednesday), 17:00:00 PST – 2015/3/16 (Monday), 23:59:59 PST.

The contest is available to entrants worldwide, regardless of nationality or origin. However, entrants must be 13 years of age or older as of the date of entry. Entrants under 18 years of age require the permission of a parent or legal guardian who has agreed to these Terms of Use. If you are a parent or legal guardian agreeing to these Terms of Use for the benefit of a minor between the ages of 13 and 18 (or the applicable legal age in your jurisdiction), you are fully responsible for his or her conduct in the contest, including all legal liability he or she may incur. By registering, you represent and warrant that you have the right, authority, and capacity to enter into this agreement and to abide by all of the terms and conditions set forth herein.

## Submission Rules

Entry is limited to original works that have not formerly been published and to which entrant holds all applicable rights. Entrant must secure requisite consent from any third party appearing or referenced in entry. Entry must not include any third party packaging, logos, or any other third party intellectual property or general property other than CrossFit's marks, logos or slogans, unless requisite permission is obtained. Entries may not contain content that violates any law. Entries deemed by the judges, in their sole discretion, to be immoral, obscene, profane or not in keeping with CrossFit's image and values or in violation of these Official Rules will be void.

Entrants may submit multiple entries. However, entries must be substantially different, i.e. no more than half of any one entry may match another entry. In the case that entries are not substantially different, CrossFit will choose, in its sole discretion, which entry to keep and which to void.

## Submission Guidelines

The affiliate featured in the submission must be in good standing. Standing of an affiliate may be verified by confirming the affiliate is listed on the Affiliate Finder Map at [map.crossfit.com](http://map.crossfit.com).

Videos may not exceed 5 GB in size.

Videos may be an AVI, MOV, MP4, MPEG, WMV or FLV file.

Entries are encouraged to be shot in 1080.

Any music used must either be copyright free and performed and recorded by the entrant or a person designated by the entrant (commercial recordings of copyright-free music may not be used), or be works for which the entrant holds the copyright and for which the copyright has not been transferred to a copyright collective or other body.

## How to Enter

After carefully reading all information for the contest, including the rules, complete the registration form at <https://contest.crossfit.com> during the entry period, upload your video, and submit. The registration form requires you to log in with your CrossFit identification. If you do not already have a CrossFit identification, you may create one free of charge here <https://games.crossfit.com/cf/login>.

## **Judging**

Entries will be judged based on relevance to theme (40 percent), quality (30 percent), and creativity (30 percent).

The 10 entries with the highest scores will advance to the final round of judging. CrossFit reserves the right to advance fewer than 10 entries, in its sole discretion, if it does not receive a sufficient number of eligible and qualified entries.

During the final round of judging, a panel of qualified judges will judge each of the top 10 entries based on the above criteria. The entry with the highest score will be deemed the Grand Prize winner. The five entries with the next-highest scores will be deemed Notable Mentions.

In the event of a tie in the final round of judging, the tied entries will be re-judged based on: Relevance: Does the entry meet the criteria of what is being asked? (i.e. Why did you become an affiliate? 0-100 points). Winner status is subject to verification of eligibility and compliance with these Official Rules.

## **Notification to Winners**

The winners will be notified through email by April 15, 2015.

Winners are requested to review the documents sent to them separately via email from the organizer and, in the event they accept the terms and conditions, to fill out the required items, sign the form (or if replying by email accept the terms and conditions electronically as specified in the email message) and deliver them to the organizer either by mail or through electronic means on or before the date stated in the documents. Winners may be contacted by telephone should the organizer deem it necessary to confirm any of the information provided.

Please note: Failure to respond within seven (7) days of the date on which the organizer sends the notification email, whether due to server malfunction or any other cause, will result in disqualification. Entrants should therefore notify the organizer of any changes to their email addresses by emailing [customerservice@crossfit.com](mailto:customerservice@crossfit.com). The organizer does not accept liability for any disadvantages that may arise as the result of inability to receive email.

## **Winner's List**

For the names of the winners (available after April 15, 2015), send a self-addressed, stamped envelope to be received by April 22, 2015 to: "Before and After: An Affiliate Owner's Story" Winners, c/o CrossFit Inc., 1500 Green Hills Road, Suite 201, Scotts Valley, CA 95066.

## **License/Use of Entries**

By entering, entrants warrant and represent that CrossFit and its respective designees shall have a perpetual, worldwide, royalty-free, non-exclusive, sub licensable, unconditional and transferable license to edit, adapt, modify, publish, exploit and use their entry(s) (and all material embodied therein) in any way and in any and all media now known or hereinafter discovered or devised, worldwide for trade, advertising, promotional, public relations and/or other purposes as CrossFit and/or its designees may determine without further permission from, or notification or consideration to entrants or any third parties.

## **Arbitration**

Except where prohibited by law, as a condition of participating in this contest, entrant agrees any and all disputes and causes of action arising out of or connected with this contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the entrant; the Federal Arbitration Act shall govern the interpretation, enforcement and

all proceedings at such arbitration; and judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorney fees, other than entrant's actual out-of-pocket expenses (i.e., costs associated with participating in this contest), and entrant further waives all rights to have damages multiplied or increased.

### **Choice of Law**

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and CrossFit in connection with the contest, shall be governed by, and construed in accordance with, the substantive laws of the State of California, USA, notwithstanding its conflict of law provisions. Any action or proceeding brought to enforce the terms of this agreement or adjudicate any dispute arising out of this agreement shall be exclusively brought in the United States District Court, Southern District of California within the County of San Diego, State of California. The parties will not raise in connection therewith, and hereby waive, any defenses based upon the venue, the inconvenience of the forum, the lack of personal jurisdiction, the sufficiency of service of process or the like in any such action, suit or proceeding to enforce the terms of this agreement or adjudicate any dispute arising out of this agreement.

### **Miscellaneous**

Message and data rates may apply if you choose to enter using your mobile device.

There will be no transfer, assignment, cash redemption or substitution of prize (or portion thereof), except by CrossFit who reserves the right to substitute a prize (or applicable portion thereof) with one of comparable or greater value, as determined by CrossFit.

Entrants agree, by entering, that CrossFit and its designees and licensees may use, unless prohibited by law, entrant's name, city and state of residence, featured affiliate, entry, photograph, any recording and/or likeness for advertising, trade and/or any other purposes in any media now or hereafter known throughout the world in perpetuity, without further compensation, permission or notification, and CrossFit and its designees and licensees shall have no liability and will be held harmless by entrant for any claim, action, liability, loss, injury or damage to entrant or any other person or entity, including, without limitation, personal injury or death to entrant or any other person or damage to personal or real property, due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of any prize or participation in this contest or the use of any entries or by CrossFit, its designees or licensees or any third party.

Entrants further agree to abide by these official rules and the decisions of CrossFit and judges, which shall be final and binding. Entrant's submission of an entry constitutes his/her representation of eligibility, consent to participate in contest and consent for CrossFit to obtain, use, and transfer his/her name, address and other information for the purpose of contest administration.

CrossFit reserves the right, in its sole discretion, to modify, terminate or suspend this contest (or any portion thereof) should virus, bugs, non-authorized human intervention or other causes corrupt or impair the administration, security, fairness or proper play of the contest (or any portion thereof) and, in the event of termination, at its discretion, select the finalists and/or prize winners (as applicable) from those eligible, non-suspect entries received prior to event requiring such termination using the applicable judging procedure/winner selection outlined herein.

CrossFit is not responsible for lost, incomplete, invalid, unintelligible, inaccurate, undeliverable, garbled, late, stolen, damaged or misdirected entries, all of which will be disqualified; failures or malfunctions of phones, phone lines or telephone systems or

other communications or malfunctions; interrupted or unavailable network, server, cable, satellite, Internet Service Provider (ISP) or other connections; miscommunications, failed computer hardware or software or other technical failures; garbled, lost, mis-routed or scrambled transmissions; any error, omission, interruption, defect or delay in any transmission or communication; traffic congestion on the Internet or for any technical problem, including but not limited to any injury or damage to entrants' or any other person's computer related to or resulting from participation in the contest; theft, destruction or unauthorized access to, or alteration of entries; printing, typographical or other errors or omissions in these official rules or in any contest-related advertisements or other materials; or other errors or problems of any kind whether mechanical, human, technical, network, electronic; or errors which may occur in connection with the administration of the contest, the incorrect uploading of entries, the processing or judging of entries, the awarding or announcement of the winners or in any other contest-related materials. CrossFit reserves the right to void and remove any and all entries who CrossFit believes has attempted to tamper with, influence, or impair the administration, security, fairness, judging or proper play of contest and such entrant will be disqualified and all associated entries will be void. All Entries become property of CrossFit and will not be returned. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, CROSSFIT RESERVES THE RIGHT TO SEEK ANY AND ALL REMEDIES AVAILABLE FROM ANY SUCH PERSON(S) FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

In the event of non-compliance with any requirements specified herein or with any of the terms of these official rules, entry will be void.

**Our Address**

CrossFit, Inc.  
1500 Green Hills Road, Suite 201  
Scotts Valley, CA 95066