

# Concept2® 50<sup>th</sup> Anniversary Giveaway Rules

CrossFit, Inc. (“CrossFit”) affiliates in good standing who have purchased products directly from Concept2, Inc. (“Concept2”) have a chance to win one (1) of the Concept2 RowErg®, BikeErg®, StrengthErg® with PM5, and SkiErg® with SkiErg Stand in a giveaway that takes place beginning on April 30, 2026 and continuing monthly through the end of 2026 (the “Giveaway”).

CrossFit affiliates in good standing who have purchased Concept2 products directly from Concept2 are eligible (subject to conditions below) for the chance to win one (1) prize pack consisting of a Concept2 RowErg, BikeErg, StrengthErg with PM5, and SkiErg with SkiErg stand, valued at \$4,660.00 (the “Prize”). The Prize will be delivered to one (1) winner (the “Winner”) each month free of charge. Winners are limited to receiving only one (1) prize. There will be one (1) drawing each month for the period beginning in April 2026 until December 2026 (the “Giveaway Period”), totaling nine (9) drawings. Each month’s Winner will be selected in a random drawing and the Prize will be awarded and provided to such Winner. You will be automatically entered into the Giveaway if you meet the requirements set forth below.

NO PURCHASE IS NECESSARY TO ENTER OR WIN.

## How to Enter

You are automatically entered into the Giveaway if you are a CrossFit affiliate in good standing at the time of each drawing who has purchased products directly from Concept2. Affiliation status will be confirmed by referencing the CrossFit affiliate finder map ([crossfit.com/map](https://crossfit.com/map)), which is maintained by CrossFit and shows a list of affiliates in good standing. Should you become a Winner in one of our monthly drawings, you are ineligible to become a Winner again for the Giveaway Period.

## Eligibility

Open to business entities formed in the continental United States (Alaska and Hawaii excluded) and D.C. who meet the requirements noted above. Individual consumers are not eligible. Business entities formed outside of the United States are not eligible.

## Drawing

A random drawing will be conducted monthly on or before the last business day of each month throughout the Giveaway Period. Concept2 will select the Winner from among all eligible CrossFit affiliates who meet the requirements noted above. The odds of winning depend on the number of qualified CrossFit affiliates at the time of drawing(s). Based on the information currently available, the odds of winning are around 0.16%.

## How Winner(s) will be Notified

The Winner will be notified via the email address on file connected to the Concept2 account on or before the last business day of the month. Prizes will be delivered by FedEx Ground at Concept2’s expense.

## Further Details

The Giveaway is sponsored by Concept2.

The Winner will be notified via email and must acknowledge receipt within five (5) days of the date notice is sent or such other date set by Concept2. Failure to respond within the applicable time period will result in forfeiture of the Prize and Concept2 shall have the option to award the Prize to an alternate winner. The return of any prize notification or the Prize as undeliverable may result in disqualification and an alternate winner may be selected. All income taxes resulting from acceptance of the Prize are the responsibility of the Winner and all Winners will be required to complete and provide IRS Form W-9 (Rev. March 2024) prior to Concept2 shipping any Prize. A link will be emailed by Avalara/Track 1099 to the Winner(s) with instructions on how to complete the W-9. Upon favorable notification from Avalara/Track 1099, Concept2 will release the order for shipment.

By entering the Giveaway, you waive all right to, and hold Concept2 harmless from, any claim, liability, loss, damage (including punitive, incidental, and consequential damages), or expense (including attorneys' fees) arising out of or in connection with participation in the Giveaway or the acceptance, use, or misuse of any prize. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

By accepting the Prize, Winner grants Concept2 and its affiliates the unrestricted right and permission to use, reproduce, publish, display, and distribute Winner's name, image, or likeness, and any photographs, videos, or other media taken at or in connection with the Giveaway for promotional, advertising, or publicity purposes, without further notice, compensation, or approval.

The Winner agrees that all matters arising out of or relating to the Giveaway and the Giveaway rules ("Rules") will be governed by and construed in accordance with the laws of the State of Vermont, without giving effect to principles of conflict of laws that would require the application of any other law. Any dispute, controversy or claim arising out of or in connection with, or relating to, the Giveaway or any breach or alleged breach hereof shall, upon the request of either party, be submitted to, and settled by, arbitration before a single arbitrator in Burlington, Vermont. The arbitration shall proceed pursuant to and in accordance with the provisions of this Section and otherwise pursuant to and in accordance with the Commercial Arbitration Rules then in effect of the American Arbitration Association (or at any other place or under any other form of arbitration mutually acceptable to the parties so involved). Any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in the appropriate court of any forum, state or federal, having jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration or as otherwise determined by the arbitrator to be more just and equitable under all the circumstances. Each party shall pay for and bear the cost of its own experts, evidence and counsels' fees except to the extent, if at all, the arbitrator determines that it is more just and equitable under all the facts and circumstances that one party reimburse the other, in whole or in part, for the cost of the other party's experts, evidence and/or counsel fees; provided, however that if either party fails to proceed with the arbitration as provided herein or unsuccessfully seeks to stay such arbitration, or fails to comply with any arbitration award, the other party shall be entitled to be awarded costs, including reasonable attorneys' fees, paid or incurred by such other party in successfully compelling such arbitration and/or successfully defending or enforcing the award.

Information exchanged pursuant to the Giveaway is subject to Concept2's Privacy Policy.

The Prize cannot be substituted for any other prize or exchanged for cash. The Prize is void where prohibited by law.

The Giveaway is in no way sponsored, endorsed, or administered by, or associated with, CrossFit.

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