

2022 FORWARD with Noelle POWER30 Challenge

Sweepstakes Official Rules

- 1) **Timing.** The 2022 FORWARD with Noelle POWER30 Sweepstakes (“Sweepstakes”) begins on October 17, 2022 at 1:00 a.m. EST and ends on November 13, 2022 at 11:59 p.m. EST (the “Sweepstakes Entry Period”).
- 2) **Sponsor.** The Sweepstakes is sponsored by Plankk Media, Inc., 188 Front Street, Franklin, TN 37064 (“Sponsor”).
- 3) **Eligibility.** The Sweepstakes is only open to individuals who are at least eighteen (18) years of age at the time of entry. Regrettably, residents of certain states and countries are not allowed to enter the Sweepstakes for a variety of reasons, which include local laws and compliance legislation. Those states include, without limitation: New York, Florida, and Arizona. These countries/provinces include, without limitation: all countries on the United States’ list of embargoed countries, Afghanistan, Bahamas, Belgium, Belize, Bolivia, the province of Quebec (Canada), Cambodia, Chad, China, Colombia, Cuba, Dominican Republic, Ecuador, Egypt, El Salvador, Ghana, Guatemala, Guinea, Haiti, Honduras, Iran, Iraq, Italy, Jamaica, Lebanon, Mali, Myanmar, Nicaragua, North Korea, Pakistan, Panama, Peru, Singapore, Somalia, Sudan, Syria, Tanzania (the United Republic of), Thailand, Trinidad and Tobago, Tunisia, Turkey, Uganda, Ukraine, Venezuela, Yemen, Zimbabwe, and any other country where local laws would prohibit entry into the Sweepstakes. Other countries are void where prohibited. Entries are limited to individuals only; commercial enterprises and business entities are not eligible. Entries are limited to individuals only; commercial enterprises and business entities are not eligible. By participating in the Contest, each entrant accepts the conditions stated in these Official Rules, agrees to be bound by the decisions of Sponsor and warrants that they are eligible to participate in the Sweepstakes. Employees, independent contractors, non-employee workers, officers, directors, members, and agents of Sponsor and its affiliates, subsidiaries, advertising, promotion, and fulfillment agencies, and legal advisors, and their immediate family members and persons living in the same household, are not eligible to participate in the Contest. The Contest is subject to all applicable federal, state and local laws and regulations and is void where prohibited by law. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES (see Section 4(b) below). PURCHASE DOES NOT IMPROVE AN INDIVIDUAL’S CHANCES OF WINNING.
- 4) **How to Enter.** There are three ways to enter during the Sweepstakes Entry Period:
 - a) By Registration. Enter by participating in, and completing, the FORWARD With Noelle POWER30 Challenge (the “Fitness Challenge”). Participants may enter the Sweepstakes by visiting
and/or
Contest website (collectively, the “Sweepstakes Website”) and registering for the Fitness Challenge by following the on-screen prompts.

- b) By Mailing In Without Purchase. To enter the Sweepstakes without participating in the Fitness Challenge, visit the Sweepstakes Website and print the [free entry form](#). Place the completed entry form in an envelope, with the name of the sweepstakes written on the form (“2022 FORWARD with Noelle POWER30 Sweepstakes”) and mail to:

2022 Forward with Noelle POWER30 Sweepstakes
Entry Request
Plankk Media, Inc.
188 Front Street, Franklin, TN 37064

Upon Sponsor’s actual receipt of mail-in entry form you will receive one (1) entry into the Sweepstakes. Your envelope must be postmarked within the Sweepstakes Entry Period and received within five business days of the close of the Sweepstakes Entry Period. Only one entry form per envelope will be accepted. No illegible, incomplete, forged, mechanically reproduced or altered entries will be accepted. All entries become the property of Sponsor and will not be returned.

- c) Receive Entries Through Referrals. At the sole discretion of Sponsor, additional entries in the Sweepstakes may be earned by referring a friend. At the sole discretion of Sponsor, additional entries may also be earned from time to time by completing tasks specified on the Sweepstakes Website, which may commence during the course of a sweepstakes, at the sole discretion of Sponsor. Please see the Sweepstakes Website for additional details.

- 5) **Entry Rules.** Limit of 100 entries per person for the Sweepstakes regardless of method of entry. Entrants are not permitted to share the same email address. Any attempt by any participant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that participant’s entries and that participant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected entries, which will be disqualified. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the registrant or player. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder. Sponsor reserves the right to contact entrants and all other individuals whose email address is submitted as part of this Sweepstakes.
- 6) **Selection of Winners.** On or about November 17, 2022 (the “Drawing Date”), Sponsor will select prize winners. The Grand Prize and the Second Prizes are referred to collectively herein as “Prizes” and each is referred to generally as a “Prize”. Winners will be selected in a random drawing from all eligible entries received during the Sweepstakes Entry Period. Each selected Winner will be contacted on or about the Drawing Date, or a reasonable number of days thereafter, using the email address provided with the entry. The actual award of each Prize will be subject to verification of eligibility and compliance with the terms of these Official Rules, as well as the execution and return of any documents deemed necessary by Sponsor, as more fully set forth in Section 6, below.

- 7) **Odds.** Odds of winning depend on the number of eligible entries received during the Sweepstakes Entry Period.
- 8) **Verification of Winner.** EACH POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY SPONSOR. SPONSOR'S DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE ADMINISTRATION, OPERATION, AND ALL OTHER MATTERS RELATED TO THE SWEEPSTAKES, INCLUDING WITHOUT LIMITATION, THE SELECTION OF A WINNER. Each potential Winner may be required to complete and return an Affidavit of Eligibility, Release of Liability and Publicity Release (where permitted by law) (collectively, the "Affidavit") by the date specified by Sponsor, or an alternate Winner may be selected. At Sponsor's discretion, a background check may be performed, which each Winner must pass in order to receive a Prize. In the event that a potential Winner: (a) cannot be reached for whatever reason after a reasonable effort has been exerted or the potential winner notification or Affidavit is returned as undeliverable; (b) declines or cannot accept, receive or use the Sweepstakes Prize for any reason; (c) is found to be ineligible to enter the Sweepstakes or receive the Prize, cannot or does not comply with the Official Rules, or (d) fails to fulfill the Affidavit-related obligations, the potential Winner shall be disqualified from the Sweepstakes and an alternate potential Winner may be selected, at Sponsor's sole discretion, from among the other eligible entries received. Sponsor reserves the right to modify the notification and Affidavit procedures in connection with the selection of an alternate potential Winner, if any.
- 9) **Prizes.**
- a) Prizes.
- i) Total prizes will be valued at over \$4,000.00.
GRAND PRIZE: CIVANA Resort and Spa Package includes: 2 nights of accommodation (1 room), plus a (1) \$500 resort credit to be used at CIVANA Resort and Spa. Plus (1) \$500 flight credit to be used to fly or travel to the resort.
Secondary Prizes: (5) \$500 cash prizes.
- ii) Prize Details. Any Prize elements not specifically described in this Section may be determined by Sponsor, in its sole and absolute discretion. Sponsor may, in its sole and absolute discretion, present a potential Prize Winner with one or more Prize options, from which such potential Winner may choose one. However, no potential Prize Winner is guaranteed or entitled to have the ability to request or demand any Prize elements that are not specifically stated in this section.
- c) Except as explicitly stated, all Prizes are awarded as is, without any representations or warranties, and cannot be transferred, sold, substituted or redeemed for cash by any Winner. Each Winner is solely responsible for all taxes, costs, and fees associated with Prize receipt, ownership and/or use. In no event will more than the stated number of prizes be awarded.
- 10) **Conditions.** Each entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of Sponsor which are binding and final in all matters relating to this Sweepstakes; (b) defend, indemnify, release and hold harmless the Sponsor its respective parents, subsidiaries, affiliated companies, agents, celebrities, and any other person and organization responsible for sponsoring, fulfilling, administering, advertising, or promoting the Sweepstakes, and all of their

respective past and present officers, directors, employees, agents, and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including without limitation, reasonable attorneys' fees and legal expenses, which arise out of any third party claim, including but not limited to, negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, or death or personal injury arising out of or relating to an entrant's entry, creation or submission of an entry, participation in the Sweepstakes, acceptance, possession, attendance at, defect in, delivery of, inability to use, use or misuse of a Prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of the entry. The Prize are awarded as-is, without warranty of any kind.

- 11) **Publicity.** Except where prohibited, participation in the Sweepstakes constitutes each entrant's consent for Sponsor and its designees to use their name, biographical information, likeness, voice, statements, city and state of residence ("Personal Attributes"), as well as prize information, for any and all purposes, including, but not limited to, advertising, trade and/or promotion on behalf of Sponsor, in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, electronic, cable, or World Wide Web, without further limitation, restriction, compensation, notice, review, or approval, for a period of fifteen (15) years,. Participation further constitutes each entrant's acknowledgment that they release and discharge the Released Parties from any liability including, without limitation, claims for invasion of privacy, violation of right of publicity, defamation of character, or violation of copyright or any other intellectual property right, whether intentional or otherwise, in connection with such use. Contestants further waive the right to approve copy of any such promotional, publicity, or public relations materials produced.
- 12) **General conditions.** Sponsor and its subsidiaries, affiliates, divisions, partners, representatives, agents, successors, assigns, employees, officers, and directors shall not have any obligation or responsibility, including any responsibility to award any Prize to any entrants, with regard to: (a) entries that contain inaccurate information or do not comply with or violate the Official Rules; (b) entries, Prize claims or notifications that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind; (c) entrants who have committed fraud or deception in entering or participating in the Sweepstakes or claiming a Prize; (d) telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties; (e) any inability of a Winner to accept a Prize for any reason; (f) if a Prize cannot be awarded due to delays or interruptions due to acts of God, natural disasters, terrorism, weather or any other similar event beyond Sponsor's reasonable control; or (g) any damages, injuries or losses of any kind caused by a Prize or resulting from awarding, acceptance, possession, use, misuse, loss, or misdirection of a Prize or participation in this Sweepstakes, or any promotion or Prize-related activities. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be (a) tampering with the entry process or the operation of the Sweepstakes, or with any website related to Sponsor or the Sweepstakes; (b) acting in violation of the Official Rules; or (c) entering or attempting to enter the Sweepstakes multiple times through the use of multiple email addresses or the use of any robotic or automated devices to submit entries. If Sponsor determines, in its sole discretion, that technical difficulties or unforeseen events compromise the integrity or viability of the Sweepstakes, Sponsor reserves the right to void the entries at issue, and/or terminate the relevant portion of the Sweepstakes, including the entire Sweepstakes,

and/or modify the Sweepstakes and/or award a Prize from all eligible entries received during the Sweepstakes Entry Period.

- 13) **Limitations of Liability.** The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Sweepstakes; (d) technical or human error in the administration of the Sweepstakes or the processing of entries; or (e) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, by entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's registration is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes. No more than the stated number of Prizes will be awarded.
- 14) **Disputes.** As a condition of entry, each entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any Sweepstakes Prizes awarded, shall be resolved individually, without resort to any form of class action; (b) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved exclusively and exclusively via the State and Federal courts located in Nashville, TN; (c) 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 (d) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual 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 FOREGOING MAY NOT APPLY. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Tennessee, without giving effect to any choice of law or conflict of law rules (whether of the State of Tennessee or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Tennessee.
- 15) **Winner list.** The Winner list will be available after winner confirmation is complete. For a Winner list, send an self-addressed, stamped envelope with a written request for the list of winners to the following address (Only the first name, last initial, and state of residence of each Winner will be made available):

2022 FORWARD with Noelle POWER30 Sweepstakes
Winner List Request
Plankk Media, Inc.
188 Front Street
Franklin, TN 37064

