

# Cronometer New Year Nourishment Challenge Giveaway

## OFFICIAL CONTEST RULES

**ELIGIBILITY:** Cronometer's "New Year Nourishment" (the "Contest") is open to those who have reached the age of majority in the province or state in which they reside at the date of entry. Employees, representatives and agents of Cronometer are not eligible to enter. Void where prohibited by law.

**SPONSOR:** The Sponsor of this Contest is Cronometer Software Inc. with an address at PO Box 3270, Revelstoke, BC, V0E2S0, Canada.

**HOW TO ENTER:** To enter the Contest, a Cronometer user must "opt-in". Users can "Opt-In" by:

- Clicking "Opt-In" via an in-app message (pop up) promoting the Contest
- Clicking "Opt-In" on a content card promoting the Contest. This will be found in the Newsfeed or Dashboard section of the app.
- Send an email to support@cronometer.com

"Opted-in" Cronometer users who have logged food on 7 or more days in one Cronometer account between January 1 and January 31 2024 will be entered into a random draw for the grand prize.

Food logged on 7-13 days during the month = one entry to the Contest

Food logged on 14-20 days during the month = two entries to the Contest

Food logged on 21-29 days during the month = three entries to the Contest

Food logged on 30 or more days during the month = five entries to the Contest

No purchase necessary to enter or win. A purchase will not improve your chances of winning. The Contest will begin at January 1st, 2024 at 12:00am (Pacific Time) and will end at 11:59:59 p.m. (Pacific Time) on January 31st, 2024 (the "Contest Period").

All entries that are incomplete, illegible, damaged, irregular, have been submitted through illicit means, or do not conform to or satisfy any condition of the Rules (defined below) may be disqualified by Cronometer. Cronometer takes no responsibility for lost, stolen, delayed, damaged, misdirected, late or destroyed entries, or for typographical, production or other errors.

**PRIVACY:** By entering the Contest, entrants consent to the collection, use and disclosure of their personal information for the purposes of administering the Contest and for the purposes of understanding the needs and preferences of individuals or to develop, enhance, market and/or provide products and services, as more particularly described in the Cronometer privacy policy. Cronometer will collect, use and disclose such personal information in accordance with the Cronometer privacy policy.

**RULES:** The Contest will be run in accordance with these Official Rules (the "Rules"). Entrants must comply with the Rules, and will be deemed to have received and understood the Rules by participating in the Contest. Cronometer may, at their discretion, cancel, terminate, suspend and/or amend the Contest and the Rules where necessary. The terms of the Contest, as set out in the Rules, are not subject to amendment or counter-offer, except as set out herein.

Cronometer's decisions with respect to the Contest are final and binding. If any provisions of the Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

**GRAND PRIZE DRAW:** A random draw will take place at Second Street, Revelstoke, BC at 10:00:00 a.m. (Pacific Time) on February 2nd, 2024 from among all eligible entries received during the Contest Period in order to select one entrant for the Grand Prize. Entrants do not have to be present at the draw in order to qualify to win. The following Grand Prize is available to be won, subject to the conditions set out below:

**Grand Prize:**

- 1 x One to One Coaching Call with Adam Ross. Valued at \$225 USD.
- 1 x Garmin watch. Valued at up to \$360 USD.
- 1 x 5 Year Cronometer Gold Subscription. Valued at up to \$274.95 USD.
- 1 x \$150 gift card for Lululemon
- 1 x \$150 gift card to the contest winner's local sporting goods store.

All prize fulfilment arrangements must be co-ordinated with Cronometer.

Total approximate retail value of the Grand Prize is \$1,159.95 USD\* plus applicable taxes. Any difference between stated approximate retail value and actual prize value will not be awarded. The above prize description constitutes the expected Grand Prize and all aspects thereof are subject to availability and subject to change. Certain components of the Grand Prize may not be available at time of prize fulfilment. Winner will be provided with additional details at time of prize fulfilment.

**ODDS:** The odds of winning the Grand Prize depend on the number of eligible entries received during the Contest Period.

**WINNING AND NOTIFICATION:** The entrant selected to win the Grand Prize will be notified by social media, email and/or phone on February 2nd, 2024 at approximately 11:00:00 a.m. (PT).

In the event that a selected entrant is not eligible to claim a prize or does not claim it within one (1) week of the notification, or is unwilling or unable to comply with the Rules, or any prize notification is returned as undeliverable, his/her entry will be disqualified and an additional entry will be drawn from among remaining eligible entries received during the Contest Period (as applicable) until such time that the prize has been successfully awarded.

Winner is solely responsible for the reporting and payment of any applicable taxes on or associated with the acceptance and use of a prize. Winner may waive his/her right to receive a prize or any component thereof. The Grand Prize and its respective components are non-transferable, non-exchangeable, and non-refundable, have no cash value and must be accepted by winner as awarded. A prize will be forfeited if winner is not able to redeem it during the time period designated by Cronometer.

Entrants acknowledge that the Contest is sponsored by Cronometer. By entering the Contest, entrants acknowledge that they have read, understood and agreed to be bound by the Rules.

**RELEASE:** By entering the Contest, entrants acknowledge that they are releasing Cronometer, their respective directors, officers, employees, representatives, agents, affiliates, prize suppliers, advertising and promotion agencies (collectively, the "Releasees") from any liability whatsoever for any claims, costs, injuries, losses, liability or damages of any kind arising out of or in connection with (i) participation in the Contest or any related activity, or (ii) the acceptance, possession, use or misuse of a prize or any component thereof, (including, without limitation, those related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light), to the extent permitted by law. By entering the Contest, entrants also agree to fully indemnify the Releasees and hold each of them harmless from any and all claims, costs, losses, liability or damages of any kind arising out of or in connection with (i) participation in the Contest or any related

activity, or (ii) the acceptance, possession, use or misuse of a prize or any component thereof, by any third party.

Winner acknowledges that the Releasees are not responsible for: (a) any problems or technical malfunction of any telephone network or lines, computer online systems, servers, access providers, computer equipment, software, failure of any e-mail entry to be received by Cronometer on account of technical problems or traffic congestion on the internet or any website, or any combination thereof, including any injury or damage to an entrant's or any other person's computer, related to or resulting from playing or downloading materials in this promotion including the recording of game results; (b) any incomplete or inaccurate information, whether caused by the website users or by any equipment or programming associated with or utilized in the Contest, or by any technical or human error which may occur in the processing of entries; or (c) the theft, destruction or unauthorized access to, or alteration of, entries or the contest website. Cronometer reserves the right, in their sole discretion, to cancel, modify or suspend the Contest should a virus or bug or other cause beyond the reasonable control of Cronometer corrupt the security or proper administration of the Contest. Any attempt to deliberately damage any website or to undermine the legitimate operation of the Contest is a violation of criminal and civil laws, and should such an attempt be made, Cronometer reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution. Cronometer reserves the right to forbid the framing of any of the contents of the contest website and, in their sole discretion, to disqualify any individual who tampers with the entry process.

**DISPUTES:** Except where prohibited, you agree that any and all disputes, claims and causes of action arising out of, or connected with, the Contest, any prize awarded or any use of any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the province of British Columbia, Canada to the extent permitted by law. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Cronometer in connection with the Contest, any prize awarded or any use of any prize awarded, shall be governed by, and construed in accordance with, the laws of the province of British Columbia, Canada, without giving effect to any choice of law or conflict of law rules that would cause the application of the laws of any jurisdiction other than the province of British Columbia, Canada.

\*NOTE: All prizes are quoted in United States of America currency (USD).