

WIN YOUR ULTIMATEHOME GYM CONTEST OFFICIAL RULES

OPEN ONLY TO LEGAL RESIDENTS OF THE UNITED STATES OF AMERICA, EXCLUDING RESIDENTS OF THE FOLLOWING STATES: NY, RHODE ISLAND, ALASKA, HAWAII, PUERTO RICO, AND ALL U.S. TERRITORIAL POSSESSIONS. MUST BE 18 YEARS OLD AS OF TIME OF ENTRY. NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

- **THE CONTEST:** Nautilus, Inc.'s Bowflex Brand and Tuff Shed, Inc. ("Sponsors") are sponsoring the Bowflex Tuff Shed 2021 Build Your Ultimate Home Gym Contest ("Contest"). The Contest consist of one (1) period ("Promotion Period"). The Contest begins on 4/5/21 and ends 5/3/21 at midnight PST. The specific dates for each Promotion Period and the Grand Prize are as stated in Rule 3 below.

2. HOW TO ENTER: To enter, go to www.bowflex.com/tuffshed, and in 200 words or less tell us a little about yourself and what you would do with your ultimate home gym, and include a picture of where you would put it.***

*** No purchase necessary. Enter for free at www.bowflex.com/tuffshed. To enter, must be 18 years or older and a legal United States resident. Void where prohibited. Giveaway starts April 5, 2021 and ends at midnight PST May 3, 2021. Grand Prize (1): Ultimate Home Gym. Odds of winning Grand Prize depend upon number of eligible entries received. Visit www.bowflex.com/tuffshed for complete official rules. Sponsored by Nautilus, Inc's Bowflex brand and Tuff Shed, Inc.

Entries to be submitted online at a contest landing page on www.bowflex.com/tuffshed. Limit one entry per household. Automated entries, mass-produced entries, and mass-submitted entries are not permitted and will be disqualified. Sponsors shall determine, in their sole discretion, whether an entry is a mass-produced and/or mass-submitted and all such entries shall be disqualified without further notice.

No other methods of entry are permitted or accepted. All entries become the property of the Sponsors and will not be returned or acknowledged. All winners must meet the eligibility requirements set forth in these rules in order to qualify to win the prize. Sponsors are not responsible for lost, late, misdirected, incomplete or illegible entries. Only ONE ENTRY per household. Duplicate entries will be removed from the eligible entries prior to Winner selection.

All photos must be original work, taken by the entrants. No third party may own or control any materials the photo contains, and the photos must not infringe upon the trademark, copyright, moral rights, intellectual rights, or rights of privacy of any entity or person. By entering the Contest, entrants agree that the photo submitted can be used by Sponsors for advertising or marketing purposes.

The photos must be in their original state and cannot be altered in any way, including but not limited to removing, adding, reversing, or distorting subjects within the frame. Violators will be removed from the contest, stripped of any prize(s), and banned from entering future contests. Entries will not be accepted unless submitted via the official contest channel. Entries not submitted through the proper channel will be deleted.

3. IMPORTANT DATES FOR PARTICIPATING IN THE CONTEST: Contest consists of one (1) Promotion Period starting and ending at the times and dates as described in the table below. Entry is via official online submissions on www.bowflex.com/tuffshed only. Submissions will not be accepted once the deadline lapses.

Promotion Period: 4/5/21 through 5/3/21 (midnight PST)
Winner will be chosen on 5/14/21

4. WINNER SELECTION & ODDS OF WINNING: Entries from Promotion Period will be judged by Sponsors on or about the dates listed in the table above. Sponsors will select the winner ("Winner") of the Promotion from all eligible entries received for that respective Promotion Period, and s/he will be notified by phone and e-mail on or about the date listed in the table. Sponsors' decisions shall be final in all matters pertaining to this Contest. Sponsors reserve the right to disqualify any entry that is deemed inappropriate or does not conform to stated contest rules.

Odds of winning in a Promotion Period depend on the number of eligible entries received in that respective Promotion Period.

5. JUDGING CRITERIA: Submissions will be judged based on the 200 words or less about themselves, what they would do with their ultimate home gym, and the picture of where they would put it.

6. PRIZES AND CONSUMER DISCLOSURE: Details and qualifications for participation in this Contest may apply. One (1) Grand Prize will be awarded. Prize Values are based on regular retail price and cannot be combined with any other promotional or discount offer. All costs and expenses not specifically included above are each Winner's sole responsibility, including all federal, state and local taxes, etc. No Grand Prize is redeemable for cash; nor is it transferable or substitutable except that Sponsor may, at its sole discretion, substitute a Prize or any component thereof with one of equal or greater value. Winners of the Grand Prize will each be required to sign and return within seven (7) days of notification or attempted notification of being a potential Winner, an Affidavit of Eligibility/Compliance and IRS W9 Tax Form or an alternate potential Winner(s) will be selected. The Winner must take delivery of the Grand Prize within ninety (90) days of being confirmed as the Winner. Sponsors are required to report value of prizes awarded to the IRS and will issue the Winner IRS 1099 Forms.

Winners of the Contest will receive a Grand Prize consisting of items from each Sponsor. Total Retail Value of Grand Prize \$20,750, including the following:

- One Tuff Shed® Premier PRO Series™ building, including a design consultation plus professional installation in the winner's backyard.
- The Bowflex® VeloCore® stationary bike, the new Bowflex® T22 treadmill, Bowflex® SelectTech® 552 dumbbells, as well as a one-year complimentary membership to the JRNY® digital platform, which offers voice-coached individualized workouts, trainer-led workouts, and access to the member's own entertainment subscriptions like Netflix, Hulu, Amazon Prime Video and Disney+. *
- *Requires a subscription to the streaming service, not included. Also requires a JRNY digital fitness platform membership to access the streaming service from the console.
- Expert advice and guidance on designing the winner's home gym from well-known influencer and top interior designer Cara Woodhouse.
- Personal training session from Tom Holland, an exercise physiologist and author.
- Plus, \$7,500 from Nautilus Inc's Bowflex brand for the winner to finish out the interior of the Tuff Shed building.

From Tuff Shed, Winner will receive 10x12 Tuff Shed Premier PRO Tall Ranch building, including double door, in-door-transom windows, door security upgrade, four 16"x8" transom windows, two 16"x8" wall vents, two 2'x2' skylights, housewrap vapor barrier, 3-color paint upgrade, double layer floor sheathing and 16" OC joist spacing upgrade.

Maximum retail value of Tuff Shed building is \$7,429.60. The Winner may choose to purchase additional options on the building, or may select an alternate model/size, up to the maximum Prize Value. Installation of some buildings may require additional costs, and Prize Value cannot be applied to cost of concrete, engineering fees or permits. The Winner will be responsible for preparing the site for installation at their property and will be responsible for securing

permission for the placement of a Tuff Shed on the Winner's property.

If the Winner selects an alternate building or additional options, and the value of that building or options exceeds the Prize Value, the Winner can apply the prize value towards that configuration purchase price but is responsible for the entire amount over the stated Prize Value. If the Winner has already purchased a TUFF SHED product during the Promotion Period, they can receive a refund of the actual configuration purchase price of their building up to the maximum Prize Value. If the actual purchase price of the configuration is less than the Prize Value in their market, the Winner will forfeit the difference in value and will not receive the difference as a cash refund. The value of the Tuff Shed building prize will be credited at the time of final invoice and may not be used as a down payment on purchase if the value of the actual configuration exceeds the prize value.

7. ELIGIBILITY: The Contest is open only to persons who are LEGAL RESIDENTS OF THE UNITED STATES OF AMERICA, EXCLUDING RESIDENTS OF THE FOLLOWING STATES: NY, RHODE ISLAND, ALASKA, HAWAII, PUERTO RICO, AND ALL U.S. TERRITORIAL POSSESSIONS, AT LEAST 18 YEARS OLD AS OF TIME OF ENTRY. The following persons are not eligible to participate in this Contest: (1) Employees, officers, directors, contractors, or agents of Sponsors and their respective parent companies, subsidiaries, affiliates, promotion and advertising agencies, advertising partners, and anyone involved in the Contest' development or execution; (2) the immediate family members (meaning spouses, parents, siblings, children and their respective spouses) of such employees, officers, directors, contractors or agents; and (3) members of the households of such employees, officers, directors, contractors or agents. Contestants must own their own property in order to install a Tuff Shed.

8. GENERAL CONDITIONS: Contest entrants agree to be bound by the terms of these Official Rules and decisions of Sponsors which are final and binding on all matters relating to this Contest. VOID WHERE PROHIBITED BY LAW.

9. LIMITATION OF LIABILITY: By entering this Contest, entrants agree to release, defend, hold harmless, and agree not to institute any claims against Sponsors, its parent companies, subsidiaries, affiliates, representatives, promotion, advertising and online technology agencies, prize suppliers and all others associated with the development or execution of this Contest, and each of their respective owners, shareholders, principals, directors, officers, employees, representatives, contractors and agents (collectively the "Released Parties") from any and all liability whatsoever for any injuries, losses or damages of any kind arising from, or in connection with, either directly or indirectly, participation in this Contest or any prize related activities, including but not limited to traveling to or from any prize related activity, or the awarding, acceptance, receipt, possession, use, misuse or nonuse of the Prizes or parts thereof, including, without limitation, liability for death, personal injury, property damage or loss of any kind, and from liability to any other persons relating to or resulting from entering or downloading materials or software in connection with this Contest. By participating in this Contest, each entrant assumes all liability for any and all damages, losses or injury sustained, incurred, caused or claimed to be caused by or to the entrant or any third party as a direct or indirect result of participation in the Contest and/or the acceptance, award, receipt, use and/or misuse of the Prizes. No responsibilities are accepted for any additional expenses, omissions, delays, re-routing, or acts of any government or authority. Sponsors reserve the right to cancel or modify this Contest as they deem necessary or appropriate in their sole discretion.

10. DISCLAIMER OF WARRANTY. THE PRIZES ARE AWARDED "AS IS". UNDER NO CIRCUMSTANCES SHALL SPONSORS, OR THE RELEASED PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. By entering this Contest, participating therein and/or accepting the Prizes, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or the Prizes, other than the administration of the Contest or the determination of the Prize Winner, which is in the sole and exclusive discretion of the Sponsors (and shall not be the subject of any

dispute), shall be resolved with you individually, without resort to any form of class action, and exclusively by the state or federal courts located in Denver County, Colorado; and (2) any and all claims, judgments and awards against the Released Parties and in your favor shall be limited to actual out-of-pocket costs incurred by you, including costs associated with entering this Contest, but in no event shall include attorneys' fees.

The Released Parties are not responsible for the inability of any entrant to accept the Prizes for any reason, nor for any issues relating to delivery of the Prize, delays, defects, damages, or interruptions.

11. INTERNET: If for any reason this Contest is not capable of running as planned due to tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsors which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, the Sponsors reserve the right at their sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Contest. Should this Contest be terminated the Sponsors reserve the right to select the Winner in a random drawing from among all eligible, non-suspect entries received as of the action requiring such termination. The Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of entries. Released Parties are not responsible for lost, late, garbled, misdirected entries, or for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, or software on account of technical problems, human error or any combination thereof. CAUTION: ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSORS RESERVE THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

12. DATA COLLECTION: When participants enter the Contest, Sponsors will collect personal information about entrants in accordance with their privacy policies. Please review the Sponsors' respective privacy policies at <http://www.bowflex.com/TBD> and http://www.tuffshed.com/privacy_policy.htm for information about how your personal information may be used. By participating in the Contest, you hereby agree to Sponsors' collection and usage of your personal information and acknowledge that you have read, understood and accepted Sponsor's privacy policy.

13. IDENTITY OF PRIZE WINNERS: For the identity of the Prize Winners, visit <http://www.bowflex.com/tuffshed> or <http://www.tuffshed.com/special-offers/> after May 15, 2021.

14. MISCELLANEOUS: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations you and/or Released Parties have in connection with this Contest, shall be governed by, and construed in accordance with, the substantive laws of the State of Colorado, applicable to agreements made and wholly performed in the State of Colorado and without regard to its conflict of laws principles. If any provisions of these Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

15. SPONSOR: This Contest is sponsored by Nautilus, Inc.'s Bowflex brand, 17750 SE 6th Way, Vancouver, WA 98683 and Tuff Shed, Inc., 1777 South Harrison Street, Suite 600, Denver, Colorado 80210.

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