

**PLANET FITNESS/DETROIT RED WINGS  
SHUTOUT BULLYING CONTEST  
OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**Eligibility.** The Planet Fitness/Detroit Red Wings Shutout Bullying Contest (“Contest”) is open to individuals who, at the time of entry and through the time any Prizes are awarded, are: (i) a legal resident of the State of Michigan; (ii) age 18 or over; and (iii) a full or part time employee at an educational institution serving students in grades K-12. **Void where prohibited or restricted by law.**

Any Contest entries received from an ineligible participant will be disqualified. By participating in this Contest, entrants accept and agree to be bound by these Official Rules and the decisions of Sponsor and the Contest Judges, which shall be final on all matters. Sponsor reserves the right to modify the rules of the Contest in any way at any time, subject to state or federal law.

**Sponsor.** This Contest is sponsored by the Planet Fitness Detroit Co-Op c/o 133 W. Main Street, Suite 266, Northville, MI 48167 (“Sponsor”). All employees, officers, directors and agents and their immediate families or any members of their households, regardless of relationship, of Sponsor or any advertising agency or other company involved with the design, production, execution, or distribution of this Contest are not eligible to participate in the Contest or to win a prize. **THE CONTEST IS IN NO WAY SPONSORED, ENDORSED, OR ADMINISTERED BY, OR ASSOCIATED WITH, FACEBOOK OR INSTAGRAM. YOU UNDERSTAND THAT YOU ARE PROVIDING YOUR INFORMATION TO SPONSOR AND NOT TO FACEBOOK OR INSTAGRAM.**

**Contest Period.** The Contest begins on Sunday, December 31, 2023, at 8:00 a.m. EST and ends on January 26th, 2024, at 11:59PM EST (“Contest Period”). All Entries must be received and recorded by Sponsor during the Contest Period to be eligible.

**How To Enter.** To enter the Contest, completely fill out the online form available here [DetroitRedWings.com/ShutoutBullying](https://DetroitRedWings.com/ShutoutBullying), describing information about your educational institution, including answers to the questions about Anti-Bullying Initiatives (500 Words Max); Proposed Use of Donation (500 Words Max), Impact on Students (300 Words Max) and Sustainability, Measurement and Evaluation (collectively, the “Entry”) and click “Submit Form”. All Entries must be written in English. Any extraneous documents, attachments, photographs, and image or other files are prohibited and will disqualify the Entry. By entering, each participant warrants that his or her Entry: (1) is original and does not infringe upon or violate the intellectual property rights of any third party, (2) has not been developed using AI or similar technologies; (3) has not been published in any media, (4) has not won an award, (5) does not contain identifying information or personal, private, confidential or sensitive information of any kind about or relating to any individual; (6) does not contain content that is derogatory, obscene, scandalous, disparaging, hurtful, pornographic or offensive; (7) does not contain content owned by third parties and is not based on preexisting content owned by third parties; (8) does not contain content that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the Entry is created or where the Contest is offered, and (9) does not contain or transmit any materials that contain software viruses or other computer code, files or programs designed to impair, limit, interfere with, or harm any communications network or person, or to interfere with the proper administration of the Contest. By entering, each participant represents that the participant owns or has the rights to convey all

right, title, and interest in such Entry to Sponsor and by entering conveys all right and title in the Entry to Sponsor. Entries will not be returned and may be freely used by Sponsor and the Detroit Red Wings in their sole discretion, including in advertising and promotional materials. **Limit one Entry per person.** Duplicate Entries and Entries not satisfying these requirements, in full, will be disqualified.

Sponsor is not responsible for lost, misdirected, late, unsent, incomplete, illegible or unintelligible Entries or for inaccurate or incomplete Entries, regardless of cause, including without limitation, due to human, mechanical or technical error. Participant must notify Sponsor of any changed contact information within the Contest Period to remain eligible to win based on participant's Entry. Any disputes regarding eligibility or the ownership of an e-mail account will be determined by Sponsor. Sponsor reserves the right, in its sole discretion, to disqualify any individual found to be: (1) tampering with the Entry process or the operation of the Contest; (2) acting in violation of these Official Rules or applicable laws; or (3) acting with intent to annoy, abuse, threaten or harass any other person. Any use of artificial intelligence or similar technologies, robotic, automatic, programmed, or similar methods is prohibited, and any such Entries will be disqualified and void.

By submitting an Entry, you agree to these Official Rules and the judges' decisions, which are final and binding in all respects. All submissions become property of Sponsor and will not be returned. Submission of an Entry hereby grants Sponsor, along with its agents, and/or assigns, an exclusive, irrevocable, unlimited, worldwide, perpetual, sub-licensable license and right to, copy, distribute, publish, display and otherwise use your Entry for purposes of this Contest or for any advertising or publicity on behalf of Sponsor. You agree that any Entry submitted may be used in Sponsor's and the Detroit Red Wings' discretion, including for promotional and advertising purposes and in news media. You certify that you are the creator of the submitted Entry and you have obtained all legally required consents from third parties or other rights holders prior to submission of the Entry.

**Prize, Odds, and Selection of Winner.** The Contest prize to be awarded is:

One (1) Grand Prize consisting of \$10,000 in cash (payable by check), for anti-bullying events or initiatives at winner's educational institution.

The chances of winning will depend on the number of qualifying Entries received during the Contest Period and the merits of the qualifying Entries submitted. Decisions will be made by the Contest judges in their sole discretion, in accordance with the criteria set forth in these Official Rules. No transfer, assignment, cash redemption or substitution of any prize is permitted, except by Sponsor due to prize availability and then with a prize of equal or greater value.

**Judging Criteria and Winner Selection and Notification.** Qualifying Entries received by Sponsor during the Contest Period will be reviewed by a panel of qualified judges chosen by the Sponsor to participate. Judges will evaluate the Entries using the following subjective criteria, giving equal weight to each: Originality/Creativity; Compelling Story; Technical Prose.

On or about January 29, 2024, the Contest winner will be selected by the judges, in accordance with the criteria described in these Official Rules, from all eligible Entries received. Sponsor will provide the notification to the winner by email, to the email address submitted with the winning Entry. Winner must respond within five (5) business days of being notified by Sponsor or Sponsor's representatives or the prize may be forfeited and another Contest participant chosen. Contest winner must satisfactorily complete an affidavit of eligibility showing compliance with these Contest Rules. The winner must also

sign a liability and publicity release, allowing Sponsor, anyone acting on behalf of Sponsor, and their respective licensees, successors and assigns to, where permitted by law, without any further notice, review, print, publish, broadcast, distribute, and use, worldwide in any media now known or later developed or discovered, winner's Entry and winner's name, portrait, picture, voice, likeness, image or statements about the Contest, and biographical information, as news, publicity or information, and for trade, advertising, public relations and promotional purposes, without any further compensation. Failure to complete these forms may result in forfeiture of the prize. If a potential winner fails to respond to the winner notification or is disqualified for any reason, Sponsor may select an alternate winner in its sole discretion using the judging criteria set forth in these Official Rules.

Contest winner is solely responsible for any applicable federal, state, and local taxes and any expenses associated with delivery, receipt, and acceptance of the prize.

Sponsor reserves the right, in its sole discretion, to modify, terminate, or suspend this Contest should viruses, technical issues, unauthorized human intervention or other causes beyond Sponsor's control corrupt or impair the administration, security or fairness of the Contest. Sponsor is not responsible for any human or technological error that may occur in the processing of Entries or the conduct or administration of the Contest nor is Sponsor responsible for unforeseeable human errors, acts or omissions, or any error, omission, interruption, deletion, defect, communications line failure, theft or destruction of, unauthorized access to, delay in operation, transmission, or distribution of, or alteration of Entries, whether caused by the sender, the Judges, any of the equipment or programming associated with or utilized in this Contest, or otherwise.

**Copyright Assignment.** By accepting the prize, winner agrees that his or her Entry will be deemed a work made for hire under the copyright laws of the United States and will be owned by Sponsor. In the event this is not possible, then winner irrevocably assigns and transfers to Sponsor all his or her right, title, and interest in the Entry, worldwide and in perpetuity, as consideration for receipt of the Contest prize. Sponsor reserves the right to alter, change, or modify any Entry, in its sole discretion. Upon request of Sponsor, winner shall execute and deliver such additional instrument of assignment or confirmation of rights, as may be requested by Sponsor or reasonably necessary to establish Sponsor's ownership of all worldwide right, title and interest in the Entry.

**LIMITATION OF LIABILITY AND DISPUTE RESOLUTION.** PARTICIPANTS HEREBY RELEASE SPONSOR AND ITS LICENSEES, PROMOTION PARTNERS (INCLUDING THE DETROIT RED WINGS), SUBSIDIARIES, AFFILIATES, ADVERTISING AND PROMOTION AGENCIES, PARTNERS, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS, AND DIRECTORS, FROM ANY LIABILITY RELATED TO PARTICIPATION IN THE CONTEST, INCLUDING WITHOUT LIMITATION, ANY CLAIM OF INJURY, DAMAGE, LOSS OR LIABILITY TO PERSON OR PROPERTY, DUE IN WHOLE OR PART, DIRECTLY OR INDIRECTLY, TO THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY ENTRY, SUBMISSION, PRIZE OR PARTICIPATION IN THIS CONTEST. ONCE A PRIZE HAS BEEN DISTRIBUTED, PARTICIPANTS UNDERSTAND THAT THERE CAN BE NO CLAIMS FOR LIABILITY MADE AGAINST THE ABOVE-NAMED PARTIES.

EXCEPT WHERE PROHIBITED, THE WINNER ACCEPTING A PRIZE AGREES THAT: (A) ALL ISSUES AND QUESTIONS CONCERNING THESE OFFICIAL RULES SHALL BE GOVERNED BY MICHIGAN LAW WITHOUT GIVING EFFECT TO ANY PRINCIPLES OF CONFLICTS OF LAW OF ANY JURISDICTION; (B) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION AT LAW OR IN EQUITY ARISING OUT OF OR RELATING TO THIS CONTEST OR ANY PRIZE AWARDED SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND FILED ONLY IN THE STATE COURTS SITUATED IN MICHIGAN, AND PARTICIPANT HEREBY CONSENTS AND SUBMITS TO THE PERSONAL JURISDICTION OF SUCH COURTS FOR THE PURPOSES

OF LITIGATING ANY SUCH DISPUTES, CLAIMS OR CAUSES OF ACTION; (C) ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED AND IN NO EVENT SHALL INCLUDE ATTORNEYS' FEES; AND (D) UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE PERMITTED TO OBTAIN AWARDS FOR, AND PARTICIPANTS HEREBY WAIVE ALL RIGHTS TO CLAIM, DAMAGES OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES, INCLUDING WITHOUT LIMITATION, PUNITIVE, INCIDENTAL, SPECIAL, AND CONSEQUENTIAL DAMAGES, RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, AND ANY OTHER DAMAGES.

**Privacy.** Any information submitted by participants in the Contest will be treated in accordance with Sponsor's and the Detroit Red Wings' privacy policies, available at <https://www.planetfitness.com/privacy-policy> and <https://www.nhl.com/redwings/team/privacy-policy>.

**Winners List and Official Rules.** For a copy of the Winners List or of these Official Rules, send a self-addressed, stamped envelope for receipt by February 5, 2024, to: Planet Fitness, Attn: Shutout Bullying Contest, 133 W. Main Street, Suite 266, Northville, MI 48167. VT and WA residents may omit return postage.

**Sponsor Contact.** If you have any questions regarding this Contest, please contact the Planet Fitness Detroit Co-Op in writing at 133 W. Main Street, Suite 266, Northville, MI 48167.