

# **THE ROGUE CHALLENGE - CLIFFHANGER** **CHALLENGE OFFICIAL RULES**

## **1. BINDING AGREEMENT**

Void where prohibited, taxed or restricted by law. Your participation in the Rogue Fitness® 'The Rogue Challenge' promotion (the "Contest") shall be deemed to be your complete acceptance of the terms and conditions set out herein below ("Official Rules") so please read them carefully.

The 'Rogue Challenge - The Cliffhanger Challenge' ("Contest") is designed to encourage anyone, anywhere, to sign-up and compete for prizes, a spot on the leaderboard or a page in the record books (each, a "Prize"):

Competitive Male overall winners

1. Rogue Anvil Grip Set and \$1,000 Rogue Gift Card
2. Dinnie Ring Set and \$500 Rogue Gift Card
3. Rogue Cannonball Grips Set and \$250 Rogue Gift Card

Competitive Female overall winners

4. Rogue Anvil Grip Set and \$1,000 Rogue Gift Card
5. Dinnie Ring Set and \$500 Rogue Gift Card
6. Rogue Cannonball Grips Set and \$250 Rogue Gift Card

If applicable for the challenge, participants must choose either the competitive division or community division during the registration process. Community division participants are not eligible for prizes.

Participants must also designate additional division information during the registration process if required for the specific challenge including weight class, RX'd, scaled or age.

Winners will be selected based on the final standings based upon the workout presented in the competition. Prizes will be awarded in accordance with these Official Rules.

Winning Gyms will receive the following:

1. Rogue Anvil Grip Set
2. Dinnie Ring Set
3. Rogue Cannonball Grips Set

Winning gyms will be selected based on the highest participation (all divisions combined) by participants. Qualifier participants must include their gym affiliation during the registration process, and Prizes will be awarded in accordance with these Official Rules.

## 2. ELIGIBILITY

To be eligible to enter the Contest, an entrant (“Entrant”) must complete the entry form located at [roguefitness.com/challenges](https://roguefitness.com/challenges). Employees, interns, contractors, and official office-holders of Coulter Ventures, LLC d/b/a Rogue Fitness (“Sponsor”) and its subsidiaries, affiliates, directors, officers, employees, representatives, agents, and contractors (collectively, “Contest Entities”), and members of the Contest Entities’ and their immediate families (parents, siblings, children, spouses, and life partners of each, regardless of where they live) and members of the households (whether related or not) of such employees, officers and directors are ineligible to participate in this Contest. By entering the Contest, Entrants agree to abide by all terms of these Official Rules. Sponsors reserve the right to deny entry to any Entrant.

## 3. CONTEST PERIOD

The Contest begins **June 14th at 9 AM, 2024 at 9:00:00 A.M.** eastern time in the United States and ends on **June 24th at 8 PM, 2024 at 8:00:00 P.M. eastern time (“Contest Period”)**. All dates are subject to change.

## 4. HOW TO ENTER

Entries must be submitted by registering for the The Cliffhanger Challenge at [roguefitness.com/challenges](https://roguefitness.com/challenges) (“Contest Site”). Gym members must include their gym affiliation during the registration process for gyms to be eligible for their prize. To enter online follow the registration instructions that appear on [roguefitness.com/challenges](https://roguefitness.com/challenges) and complete all information on the form. All entries will be deemed final and made by the Entrant at the time of submission. All entries become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. Minor entrants require the acknowledgment of a parent or legal guardian at time of entry.

## 7. SELECTING THE WINNER

1. Individual winners will be determined based on the standings reflected on the official leaderboard located at [roguefitness.com/challenges](https://roguefitness.com/challenges) as of July 30, 2024

based on valid and verified submissions submitted during the Contest Period. Notification of winners is subject to validation and verification of eligibility and compliance with these Official Rules

2. Number of participants by gym will be determined as the close of the Contest Period. Notification of winners is subject to validation and verification of eligibility and compliance with these Official Rules.
3. If a potential Prize winner is disqualified for any reason, the next highest ranking winner will be added by the Judges.
4. The potential Prize winners will be selected and notified by telephone and/or email, at Sponsor's discretion, on or about July 10, 2024. If a potential Prize winner does not respond to the notification attempt within three (3) days from the first notification attempt, if any prize or prize notification is returned as undeliverable, if any Prize winner rejects his/her prize or in the event of noncompliance with these Contest rules and requirements, then such potential Prize winner may be disqualified and an alternate potential Prize winner will be selected from among all eligible entries received based on the criteria described herein. Upon prize forfeiture, no compensation will be given.
5. Except where prohibited by law, each potential Prize winner may be required to sign and return an Affidavit of Eligibility and Liability and Publicity Release and provide any additional information that may be required by Sponsor. If any Prize winner is considered a minor in his/her jurisdiction of residence, an Affidavit of Eligibility, Liability/Publicity must be signed by his/her parent or legal guardian.
6. All notification requirements, as well as other requirements within these Official Rules, will be strictly enforced.

## **8. PRIZES**

For gym participants: One (1) Rogue Anvil Grip Set for the gym with the highest participation, One (1) Dinnie Ring Set for the gym with the 2nd highest participation, and One (1) Rogue Cannonball Grips Set for the gym with the 3rd highest participation, shipped to a destination designated by the winner.

For individual male competitive participants: One (1) Rogue Anvil Grip Set and \$1,000 Rogue Gift Card for the top male, (1) Dinnie Ring Set and \$500 Rogue Gift Card for the 2nd place finisher, and (1) Rogue Cannonball Grips Set and \$250 Rogue Gift Card for the 3rd place finisher. Divisions are determined by the athlete during their registration. Community participants are not eligible for prizes.

For individual female competitive participants in each weight division: One (1) Rogue Anvil Grip Set and \$1,000 Rogue Gift Card for the top female, (1) Dinnie Ring Set and \$500 Rogue Gift Card for the 2nd place finisher, and (1) Rogue Cannonball Grips Set and \$250 Rogue Gift Card for the 3rd place finisher. Divisions are determined by the athlete during their registration. Community participants are not eligible for prizes.

Shipping method for all prizes to be determined by Sponsor in its sole discretion.

The time of the prize distribution will be provided to the winners, in Sponsor's discretion, not later than August 1, 2024. Prizes are awarded "as is" with no warranty or guarantee, either expressed or implied by Sponsor. The Judges reserve the right to substitute a prize, in whole or in part, of equal or greater monetary value if a prize cannot be awarded as described for any reason. Values are subject to market conditions, which can fluctuate and any difference between actual market value and actual retail value will not be awarded. All unspecified expenses are the responsibility of the Prize winner(s).

## **9. TAXES**

Awards of prizes to winners are subject to the express requirement that such winners submit to the Contest Entities all documentation requested by the Contest Entities to permit them to comply with all applicable state, federal and local tax laws. Reporting all prizes will be net of any taxes the Contest Entities are required by law to withhold. To the extent permitted by law, all taxes imposed on prizes are the sole responsibility of the winners. The winners, and if a winner is a minor, his/her parents or legal guardians, are responsible for ensuring that they comply with all the applicable tax laws and filing requirements. If a winner fails to provide such documentation or comply with such laws, the prize may be forfeited and the Judges may, in their sole discretion, select an alternate winner.

## **10. GENERAL CONDITIONS**

All federal, state and local laws and regulations apply. The Judges reserve the right to disqualify any Entrant from the Contest if, in the Judges' sole discretion, they reasonably believe that the Entrant has attempted to undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other Entrants or the Judges.

## **11. INTELLECTUAL PROPERTY RIGHTS**

As a condition of entry, Entrant (or Entrant's parent or legal guardian if a minor) grants the Contest Entities a perpetual, irrevocable, worldwide, transferable, royalty-free, and non-exclusive license to use, reproduce, adapt, modify, publish, distribute, publicly perform, create a derivative work from, and publicly display the entry for any purpose, without any attribution or compensation to Entrant. Entries will not be returned.

## **12. PRIVACY**

Entrants agree that personal data submitted with an entry, including name, mailing address, phone number, and email address, may be collected, processed, stored and otherwise used by the Contest Entities for the purposes of conducting and administering the Contest. By entering the Contest, Entrants agree to the transmission, processing, disclosing and storage of such personal data by the Contest Entities and their affiliates. IF YOU DO NOT WISH TO SHARE YOUR INFORMATION, PLEASE DO NOT ENTER THIS CONTEST.

## **13. PUBLICITY**

By entering the Contest, Entrants agree to participate in any media or promotional activity resulting from the Contest as reasonably requested by the Contest Entities, at the Contest Entities' expense and agree and consent to use by the Contest Entities. The Contest Entities will contact Entrants in advance of any media request for interviews. The entries may also be used for press and media purposes and Entrant agrees to waive any rights and not assert any intellectual property rights that Entrant has or may have in the entries. The Contest Entities reserve the right to publish the name and likeness of the winners for publicity purposes. NOTE THAT ALL VIDEO ATTEMPT SUBMISSIONS WILL BE VISIBLE AND ACCESSIBLE FROM THE LEADERBOARD.

## **14. WARRANTY AND INDEMNITY**

To the maximum extent permitted by law, Entrant indemnifies and agrees to keep indemnified the Contest Entities at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the Entrant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, Entrant agrees to defend, indemnify, release and hold harmless the Contest Entities from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from: (i) any misrepresentation made by Entrant in connection with the Contest; (ii) any non-compliance by Entrant with these Official Rules; (iii) claims brought by persons or entities other than the parties to these Official Rules arising from or related to

Entrant's involvement with the Contest; (iv) acceptance, possession, misuse or use of any prize or participation in any Contest-related activity or participation in the Contest; (v) any malfunction or other problem with the Contest Site in relation to the entry and participation in the Contest by Entrant; (vi) any error in the collection, processing, or retention of entry information in relation to the entry and participation in the Contest by Entrant; (vii) any typographical or other error in the printing, offering or announcement of any prize or winners in relation to the entry and participation in the Contest by Entrant; (viii) property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in Contest, or possession, acceptance and/or use or misuse of prize or participation in any Contest-related activity; or (ix) claims in the nature of publicity rights, defamation, invasion of privacy.

## **15. ELIMINATION**

Any false information provided within the context of the Contest by Entrant concerning identity, mailing address, telephone number, email address, ownership of right or non-compliance with these Official Rules or the like may result in the immediate elimination of the Entrant from the Contest.

## **16. INTERNET AND DISCLAIMER**

The Contest Entities are not responsible for any malfunction of the entire, or any portion of, the Contest Site or any late, lost, damaged, delayed, misdirected, incomplete, illegible, undeliverable, mislaid, defaced, or destroyed entries due to system errors, failed, incomplete or garbled computer or other telecommunication transmission malfunctions, hardware or software failures of any kind, lost or unavailable network connections, typographical or system/human errors and failures, technical malfunction(s) of any telephone network or lines, cable connections, satellite transmissions, servers or providers, or computer equipment, traffic congestion on the Internet or at the Contest Site, or any combination thereof, including other telecommunication, cable, digital or satellite malfunctions which may limit and Entrant's ability to participate. The Contest Entities are not responsible for the policies, actions, or inactions of others, which might prevent an Entrant from entering, participating, and/or claiming a prize in this Contest.

## **17. RIGHT TO CANCEL, MODIFY OR DISQUALIFY**

If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper

conduct of the Contest, the Judges reserve the right at, in their sole discretion, to cancel, terminate, modify or suspend the Contest. The Judges reserve the right to disqualify Entrants who violate these Official Rules or interfere with this contest in any manner. If an Entrant is disqualified, the Judges reserve the right to terminate that Entrant's eligibility to participate in the Contest. Any attempt by an Entrant to deliberately damage any web site, including the Contest Site, or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, the Contest Entities reserve the right to seek damages from any such Entrant to the fullest extent of the applicable law. The Contest Entities' failure to enforce any term of these Official Rules will not constitute a waiver or that or any provision. In the event of a dispute regarding entry, Entry will be deemed made by the authorized account holder of the email account associated with the Entry and he/she must comply with these Official Rules. The authorized account holder is the natural person who is assigned the e-mail address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning email addresses.

## **18. NOT AN OFFER OR CONTRACT OF EMPLOYMENT**

Under no circumstances shall the submission of an entry into the Contest, the awarding of a prize, or anything in these Official Rules be construed as an offer or contract of employment with the Contest Entities. Entrants acknowledge that they submitted their entries voluntarily and not in confidence or in trust. Entrants acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between Entrant and the Contest Entities and that no such relationship is established by Entrant's submission of an entry under these Official Rules.

## **19. FORUM AND RECOURSE TO JUDICIAL PROCEDURES**

These Official Rules shall be governed by, subject to, and construed in accordance with the laws of the State of Ohio, United States of America, excluding all conflict of law rules. If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. To the extent permitted by law, the rights to litigate, seek injunctive relief or make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Contest are hereby excluded, and Entrants expressly waive any and all such rights.

## 20. LIST OF WINNERS

To obtain a list of winners, send a self-addressed, stamped envelope by July 1, 2024 to: Rogue Fitness, 545 E. 5th Ave., Columbus, OH 43201, Attn: Rogue Challenge - The Cliffhanger Challenge.

## 21. ABOUT ROGUE FITNESS

For more information on Rogue Fitness, visit [www.roguefitness.com](http://www.roguefitness.com).

## 22. SPONSOR

Coulter Ventures, LLC d/b/a Rogue Fitness, 545 E. 5th Ave., Columbus, OH 43201.

## **EVENT WAIVER**

The undersigned (“Participant”) desires to participate in the 2024 Rogue Challenge (the “Event”) hosted by Coulter Ventures LLC d/b/a Rogue Fitness (“Rogue”) and engage in the activities related to being a participant, including without limitation competitive activities that include risk of bodily injury, personal injury, illness, or property damage, and use of training facilities during the Event (the “Activities”)

NOW THEREFORE, the Participant hereby freely, voluntarily, and without duress executes this Waiver under the following terms:

1. Release and Waiver. Participant does hereby release and forever discharge and hold harmless Rogue and its successors, affiliates and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Participant’s Activities at the Event. Participant understands that this Release discharges Rogue from any liability or claim that the Participant may have against Rogue with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Participant’s activities with Rogue, whether caused by the negligence of Rogue or its members, officers, directors, employees, or agents or otherwise. Participant also understands that Rogue does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.



2. Medical Treatment. Participant does hereby release and forever discharge Rogue from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Participant's Activities with Rogue.
3. Assumption of the Risk: The Participant understands that the Activities include work that may be hazardous to the Participant, including, but not limited to, jumping out of an airplane. Participant hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases Rogue from all liability of injury, illness, death, or property damage resulting from the Activities.

All participants, judges and witnesses must follow all social distancing and other local guidelines related to COVID-19 during the course of participation in the competition. Video submission may be rejected if such guidelines are not being followed.

4. Insurance. The Participant understands that Rogue does not carry or maintain health, medical, or disability insurance coverage for any Participant. PARTICIPANT IS EXPECTED AND ENCOURAGED TO OBTAIN HIS/HER OWN MEDICAL OR HEALTH INSURANCE COVERAGE.
5. Photographic Release. Participant does hereby grant and convey unto Rogue all right, title, and interest in any and all photographic images and video or audio recordings made by Participant, Rogue or its assigns during the Participant's Activities with Rogue, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings. Participant acknowledges and agrees that any video submission related Participant's entry in the Event may be accessible from the Event's leaderboard.
6. Other. Participant expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Ohio, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Ohio. Participant agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.