OFFICIAL RULES
BOWFLEX OPENING NIGHT SWEEPSTAKES

1. NO PURCHASE NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT INCREASE YOUR ODDS OF WINNING. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

2. ELIGIBILITY. The Bowflex Opening Night Sweepstakes (the “Sweepstakes”) is open to legal US residents, 18 years of age or older at the time of entry who reside in the state of Oregon or Western Washington, except employees of Nautilus, Inc. (“Nautilus”), Trail Blazers Inc. (collectively with Nautilus, referred to herein as “Sponsor”), Rip City Management LLC, the National Basketball Association (“NBA”) and its Member Teams, NBA Properties Inc., and each of their respective affiliated companies, subsidiaries, and advertising or promotional agencies, and the family members, agents, successors or assigns of, and any persons domiciled with, such employees, are not eligible for entry.

3. Entry. The Sweepstakes will begin on September 25, 2018 and will end at 11:59 p.m. PT on October 14, 2018 (the “Entry Period”). There are two (2) ways to enter: (A) enter on-line by going to www.trailblazers.com, select the “Bowflex Opening Night” Sweepstakes tab, and enter the required contact information on the entry form and Submit. By entering online, each entrant agrees to be bound by the terms relating to the use of the website, including its Privacy Policy; or (B) go to the Trail Blazers Inc. business office (located at One Center Court, Suite 200, Portland, OR 97227) during normal business hours, on a 3”x5” card or piece of paper provide your full name, mailing address, telephone number (including area code), and e-mail address, and give it to the receptionist telling the receptionist you want to enter the “Bowflex Opening Night Sweepstakes”. All entries must be received by 11:59 p.m. PPT on October 14, 2018 regardless of method of entry. No mechanical reproductions permitted. LIMIT OF ONE (1) ENTRY PER PERSON. In the event of a dispute, all electronic entries will be deemed to have been submitted by the owner of the electronic account from which they were sent. For these purposes, an account holder shall mean the natural person assigned to such electronic account by the Internet access provider, online service provider or other organization responsible for assigning such electronic account. Any questions regarding the owner of an electronic account shall be determined by Sponsor in its sole, reasonable discretion. Sponsor will not be responsible for incomplete, lost, late, misdirected or illegible entries, or for failure to receive entries for any reason, any of the equipment or programming associated with or utilized for an entry, or by any technical or human error that may occur due to transmission failures or technical failures of any kind, including, without limitation, malfunctioning of any network, hardware or software, whether originating with entrant or Sponsor.

4. Prize/Odds. On or about October 15, 2018, a total of six (6) entrants will be chosen by random drawing from all eligible entries received during the Entry Period and after confirmation each winner will be awarded a prize consisting of two (2) lower level tickets to the October 18, 2018 Portland Trail Blazers home game against the Los Angeles Lakers at the Moda Center (exact seat location to be determined at time prize is awarded). Total Approximate Retail Value of prize is $1,050. Actual ARV may vary at the time prize is awarded based on the then-current market ticket price for the game and seat location. Prize has no cash value. Any difference between the stated ARV and the actual value of the prize will not be awarded. The odds of winning the prize will depend on the number of eligible entries received during the Entry Period. A total of six (6) prizes will be awarded. No substitutions allowed, except that prize is subject to availability and Sponsor reserves the right to substitute a prize of equal or greater value. Any guest who is not 18 years of age on October 18, 2018 shall require that the accompanying winner be the parent/legal guardian of such minor guest, unless prior written consent of such minor guest’s parent/legal guardian has been provided to Sponsor. Sponsor reserves the right to exclude any winner and his/her guest who is not in compliance with the foregoing requirement, including providing a copy of the written consent if applicable. Prize excludes transportation, parking, food, beverages and all other incidental expenses associated with acceptance and use of the prize. Specific details of the prize and/or any portion thereof will be determined in Sponsor’s sole discretion. Each winner agrees that the prize and/or any portion thereof awarded is personal to such winner and may not be sold, resold, auctioned, bartered, assigned exchanged, placed in commerce, transferred, given away, donated or otherwise conveyed. No guest of a winner will have any independent rights to prize or any portion thereof and each guest must accompany his/her winner at all times during use of the prize. A violation of any of the foregoing restrictions shall revoke such winner’s license, and the prize will not be honored. Sponsor and management personnel of the Moda Center reserve the right to remove or to deny entry to any winner and/or guest of such winner if any such person violates any policy, rule or engages in a disruptive manner, or with intent to abuse, threaten or harass any other person during the experience. Each winner and his/her guest agrees to abide by all rules and policies of the Moda Center and are subject to removal for non-compliance or unruly behavior.

5. WINNER NOTIFICATION AND ACCEPTANCE. Each potential winner will be notified by telephone and/or email as provided on their method of entry within twenty-four (24) hours of the drawing. Due to the short timeframe for awarding the prize, in the event contact with a potential winner is not confirmed within twenty-four (24) hours of attempted notification, or if an entrant declines to receive the prize, another entrant will be randomly chosen; however, due to the
short timeframe for award, Sponsor will only make two (2) attempts to award a prize. Each winner is solely responsible for any and all federal, state, and local income taxes which may be associated with participation in the Sweepstakes, and acceptance and/or use of the prize. Sponsor is not responsible for and will not pay or in any way compensate any winner or participant for taxes or expenses associated with participation in and/or acceptance or use of the prize in this Sweepstakes. As required by law, Sponsor will issue a Form 1099-MISC to winner reporting the taxable retail value of the prize. Each winner should consult his/her tax advisor about the tax implications of winning the prize. Each potential winner agrees to execute all necessary and requested documents, including without limitation the affidavit of eligibility, and a liability and publicity release (except where prohibited by law), as requested by Sponsor and agrees to provide a copy of a government issued identification card containing a photo of such potential winner. Failure by any winner to sign and return the affidavit, release or other required documents, or to comply with any term or condition of these Official Rules, may, at the sole discretion of Sponsor, result in disqualification and the forfeiture of such winner’s interest in the prize. Winner’s guests may be required to sign a release and waiver to receive benefits of the prize or any portion thereof, as applicable. Solely for purposes of compliance with the terms and conditions provided in these Official Rules and use of any prize, guest of each winner will be deemed as an entrant/participant in the Sweepstakes, regardless of whether such guest submitted an official entry.

Except where prohibited, participation in the Sweepstakes, including acceptance and use of any prize or portion thereof, constitutes participant’s consent to the publication, dissemination and use of his or her name, photograph, image, likeness and voice by Nautilus Inc., Trail Blazers Inc., Rip City Management LLC, the National Basketball Association and its Member Teams, NBA Properties, Inc., and each of their respective parents, subsidiaries and affiliates in any media, at any time, for any purpose, without any additional compensation to, permission from or inspection by such entrant.

6. PARTICIPATION. By participating in the Sweepstakes, each person agrees to follow and be bound by these Official Rules and the decisions of Sponsor and hold harmless and indemnify Nautilus Inc., Trail Blazers Inc., Rip City Management LLC, the National Basketball Association and its Member Teams, NBA Properties, Inc., and each of their respective parents, subsidiaries, affiliates, directors, officers, employees and agents against any and all liability, damages or causes of action (however named or described), with respect to or arising out of either (i) entrant’s participation, or (ii) the receipt or use of the prize, or any portion thereof, awarded in the Sweepstakes. Sponsor reserves the right to disqualify persons found tampering with or otherwise abusing any aspect of this Sweepstakes as solely determined by Sponsor. In the event the Sweepstakes is compromised by a virus, non-authorized human intervention, tampering or other causes beyond the reasonable control of Sponsor which corrupts or impairs the administration, security, fairness or proper operation of the Sweepstakes, Sponsor reserves the right in its sole discretion to suspend, modify or terminate the Sweepstakes. Should the Sweepstakes be terminated prior to the stated expiration date, Sponsor reserves the right to award prizes based on the entries received before the termination date.

7. LIMITATIONS OF LIABILITY. By entering the Sweepstakes, each entrant agrees that (i) any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstakes, or any prizes awarded, shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorney’s fees; and (iii) under no circumstances will any entrant be permitted to obtain any award for, and each entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses.

8. CONSTRUCTION. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any entrant and Sponsor, shall be governed by, and construed in accordance with the laws of the State of Oregon, without giving effect to any choice of law or conflict of law rules or provisions (whether of Oregon, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Oregon. The invalidity or unenforceability of any provision of these rules shall not affect the invalidity or unenforceability of any other provision. In the event that any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

9. QUESTIONS/WINNERS NAMES. If you have any questions regarding the Sweepstakes, or for the names of the winners (available after October 19, 2018), please send your request postage-paid, including a self-addressed stamped envelope, to “Bowflex Opening Night Sweepstakes Questions/Winners,” One Center Court, Suite 200, Portland, OR 97227. All requests must be received by October 10, 2018.