

Academy Sports + Outdoors LiveFit Sweepstakes

OFFICIAL RULES

NO PURCHASE NECESSARY. PURCHASES DO NOT INCREASE YOUR CHANCES OF WINNING. ODDS OF WINNING DEPEND ON NUMBER OF ENTRIES RECEIVED. VOID WHERE PROHIBITED.

1. Promotion and Sponsor: Participation in the **Academy Sports + Outdoors LiveFit Sweepstakes** Promotion (the "Promotion") constitutes entrant's full and unconditional agreement to these Official Rules. The Sponsor is Academy Sports + Outdoors, Inc. ("Academy S+O" or "Sponsor"), 1800 North Mason Road, Katy, TX 77449. All decisions related to, as well as all interpretation of, these Official Rules by Sponsor shall be final and binding. The Promotion is subject to all applicable federal, state and local laws and regulations. This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. An entrant is providing his/her information only to Sponsor and not to Facebook.

2. Promotion Period: The Promotion begins at **8:00 A.M. (CST) on Sunday, [January 27, 2013]** and ends at **4:59 P.M. (CST) on Saturday, [February 16, 2013]** (the "Promotion Period"). The clock on Sponsor's computer will serve as the official time for this Promotion.

3. Eligibility: The Promotion is open only to legal residents of the fifty (50) United States (and the District of Columbia) who are at least 18 years of age and maintain a Facebook account at the time of entry. Employees of Sponsor, its parent and affiliate companies, suppliers as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. Eligibility is also contingent upon compliance with these Official Rules and fulfilling all requirements in these Official Rules.

4. How to Enter: NO PURCHASE NECESSARY, PURCHASES DO NOT INCREASE YOUR CHANCES OF WINNING. To enter, simply click "like" on the Academy Sports + Outdoors Facebook page (www.facebook.com/academy) during the Promotion Period and complete the registration form to be entered to win one of three prizes including a ProForm Pro 4500 Treadmill (ARV \$1799.99), Horizon Fitness EX-79-02 Elliptical (ARV \$999.99) or Marcy Diamond Elite 200 Lb. Stack Home Gym (ARV \$429.99). Three fans who submit a completed registration form and meet all eligibility criteria will be randomly selected to win one of the prizes. Limit one entry per person, additional entries will be disqualified and persons attempting to submit multiple entries will be disqualified. One entry per email address. Entries will be deemed submitted by the authorized account holder of the email address provided in the registration form. The authorized account holder is the person who is assigned to an email address by the internet service provider or other organization assigning email addresses, or that hosts, manages, or operates the email service or server where the email receives messages. Automated entry processes that provide for more than one entry are prohibited. Unintelligible entries and entries without valid or current contact information for the entrant will be disqualified. To be eligible, entries must be received by Sponsor

5. Winner Determination and Verification: Potential winners will be randomly selected from the pool of all eligible entries received during the Promotion Period. All potential winners are subject to verification by Sponsor. An entrant is not a winner of any prize, even if notified of being a winner unless and until the entrant's eligibility has been verified. Potential winners must continue to comply with all terms and conditions of these Official Rules, and eligibility is contingent upon fulfilling all requirements. Each potential winner will be notified by email or phone after selection. A potential winner is disqualified and forfeits the prize if the potential winner: **1)** cannot be contacted using the information provided after a reasonable effort has been exerted based on the information provided in the registration form, **2)** fails to comply with these Official Rules; **2)** fails to respond to Sponsor's attempt to notify the potential winner of being selected within 5 business days, **3)** fails to sign and return the Affidavit of Eligibility, Liability and Publicity Release ("Release") within the required time period (if applicable—time period will be provided with the Release), or **4)** the prize, the prize notification, or the Release is returned as undeliverable. In the event that a prize winner is disqualified for any reason, the foregoing process will be repeated with a randomly selected potential winner from the pool of remaining eligible entries until the prize is awarded or until 4 attempts have been made to award the prize and each attempt has failed. Once Sponsor determines that a potential winner is eligible, the prize will be awarded within ten days. A winner list may be obtained by printing the requestor's name, address, city, state, and ZIP code on a 3" x 5" postcard and mailing it to Sponsor at the address listed above to the attention of: **Academy Sports + Outdoors LiveFit Sweepstakes Promotion Winner List.**

6. Prizes: The Prizes are one (1) ProForm Pro 4500 Treadmill (ARV \$1799.99), one (1) Horizon Fitness EX-79-02 Elliptical (ARV \$999.99) and one (1) Marcy Diamond Elite 200 Lb. Stack Home Gym (ARV \$429.99). Any prize details not specified above will be determined by the Sponsor at its sole discretion. The prize is not transferable and must be accepted as awarded. No cash or other substitution may be made, except by the Sponsor, who reserves the sole right to substitute a prize (or component thereof) with another prize (or component thereof) of equal or greater value if the prize is not available for any reason as determined by the Sponsor at its sole discretion. Winner is responsible for all taxes and fees associated with prize receipt and/or use.

Odds of winning a prize depends on number of eligible entries received during the Promotion Period.

7. Limitations of Liability: By entering this Promotion each entrant agrees to release and hold harmless Sponsor, Facebook, and their respective subsidiaries, affiliates, vendors, advertising or promotional agencies, distributors, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of such entrant's participation in the Promotion or receipt or use or misuse of any prize. The Released Parties are not responsible for: (1) technical failures of any kind, (2) any incorrect or inaccurate information, whether caused by entrants, printing or computing errors or by any of the equipment or programming associated with or utilized in the Promotion; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (5) any injury or damage to persons or property

which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Promotion. No more than the stated number of prizes will be awarded. In the event that technical or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

8. Publicity and Entry Materials: Except where prohibited, participation in the Promotion constitutes each entrant's consent to Sponsor's use of winner's name, likeness, photograph, voice, opinions, any statement made, and/or hometown and state, for promotional or advertising purposes in any media, worldwide and in perpetuity, without further payment or consideration.

9. Right to Modify or Cancel: Sponsor reserves the right to suspend, cancel and/or modify the Promotion, or any part of it, if any fraud, technical failure or other factor beyond Sponsor's reasonable control impairs Sponsor's ability to properly conduct the Promotion, as determined by Sponsor in its sole discretion, in accordance with these Official Rules. In such event, Sponsor reserves the right to award the prizes at random from among the eligible entries received up to the time of the suspension, modification or cancellation of the Promotion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be in violation of these Official Rules. Any attempt to undermine the operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

10. Disputes: Except where prohibited, entrant agrees: (1) that any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal or Texas State Court located in Harris County, Texas; and (2) that any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules (whether of the State of Texas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Texas.

11. Entrant's Personal Information: Information collected from entrants is subject to Sponsor's privacy policy which can be found at http://www.academy.com/webapp/wcs/stores/servlet/CustomerService_10151_10051_-1#privacy-policy.