

**The Planet Fitness 5 Million Thank Yous Sweepstakes
Official Rules 2014**

NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID OUTSIDE OF THE 50 UNITED STATES, PUERTO RICO THE DISTRICT OF COLUMBIA, AND WHEREVER PROHIBITED OR RESTRICTED BY LAW.

1. **Eligibility:** The Planet Fitness 5 Million Thank Yous Sweepstakes (the “Sweepstakes”) is open only to legal residents of the fifty (50) United States (inc. D.C. and PR), who are at least eighteen (18) years of age or older, or the age of majority in their jurisdiction of residence, at the time of their entry. Employees, directors and officers of Pla-Fit Franchise, LLC (“Sponsor”), Bottlerocket Marketing Group, LLC, a Brand Connections Company (“Administrator”), and any of their respective affiliates, franchisees, parents, subsidiary companies, and advertising and promotion agencies (collectively, the “Released Parties”), and members of the immediate families (spouses, parents, children, and siblings and their respective spouses, regardless of where they reside), and/or those living in the same household, of any of the foregoing are not eligible. Void where prohibited, or otherwise restricted by law. Sweepstakes is subject to all applicable federal, state and local laws. By participating in the Sweepstakes, you agree that: (1) you have read and understand the Official Rules; (2) you meet the eligibility requirements as explained in the Official Rules; (3) you accept and agree to be bound by these Official Rules as posted at www.5MillionThankYous.com, and to Sponsor's Conditions of Use, Legal Notices and Privacy Policy as published at <http://www.PlanetFitness.com>; (4) you unconditionally accept and agree to comply with and abide by the decisions of Sponsor and Administrator, whose decisions shall be final and binding in all respects; and (5) you agree to release and hold harmless each of the Released Parties and their respective agents, employees, officers, directors, successors and assigns, against any and all claims, injury or damage arising out of or relating to participation in this Sweepstakes and/or the use or misuse or redemption of a prize, and for any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property related cause of action.

2. **Sweepstakes Entry Period:** The Sweepstakes entry period begins at 12:00:00 AM Eastern Time (“ET”) on March 5, 2014 and ends at 11:59:59 PM ET on March 20, 2014 (the “Sweepstakes Period”).

3. **How To Enter:** Throughout the Sweepstakes Period, eligible participants must visit www.5MillionThankYous.com (the “Promotional Site”), follow the instructions to complete all required information on the online registration form and then submit the form (hereinafter an “Entry”). Incomplete Entries will not be eligible. Normal Internet access and usage charges imposed by your on-line service provider will apply. There is a limit of one (1) Entry, per person, per day, throughout the Sweepstakes Period. For the purposes of this Sweepstakes a “day” is defined as 12:00:00 am ET – 11:59:59 pm ET. Entries will not be carried forward into subsequent Daily Drawings, as detailed below. Each Entry that is successfully submitted will earn a participant one (1) Entry into the applicable day’s Daily Drawing, as detailed below, as well as one (1) Entry into the Grand Prize Drawing, as further detailed below.

Entries received from any person, regardless of email address used, in excess of the above stated limitation, will be void. All Entries must be received during the Sweepstakes Period to be eligible. The computer clock of the Webmaster hosting the Promotional Site is the official timekeeping device for the Sweepstakes. All Entries become the property of Sponsor and will not be returned, and Sponsor will not verify receipt of Entries

4. **Daily Drawings/Grand Prize Drawing:** On or about one (1) business day following the end of each day throughout the Sweepstakes Period, Administrator shall perform one (1) daily prize random drawing (each a “Daily Drawing”), from amongst all eligible Entries from such previous day, in order to select five (5) potential daily prize (“Daily Prize”) winners, per Daily Drawing. The odds of being selected as a potential Daily Prize winner depend upon the total number of eligible entries received for such Daily Drawing. After the Sweepstakes Period has ended, Administrator shall perform one (1) grand prize random drawing (the “Grand Prize Drawing”) from amongst all eligible Grand Prize Entries, in order to select five (5) potential grand prize (“Grand Prize”) winners. Potential Grand Prize winners will be selected by selecting the potential winner for the most valuable Grand Prize first, and continuing in descending value order.

5. **Daily Prizes/Grand Prizes/Approximate Retail Value (“ARV”):**

Daily Prizes: Each Daily Prize winner, once confirmed as detailed below, will receive one (1) check for five hundred dollars (\$500). The ARV of each Daily Prize is five hundred dollars (\$500). The total ARV of all Daily Prizes available to be awarded herein is forty thousand dollars (\$40,000).

Grand Prize #1: The Grand Prize #1 winner, once confirmed as detailed below, will receive one (1) car (the make, model, and accessories at Sponsor's sole discretion) with an ARV of thirty thousand dollars (\$30,000). The total ARV of Grand Prize #1 is thirty thousand dollars (\$30,000).

Grand Prize #2: The Grand Prize #2 winner, once confirmed as detailed below, will receive one (1) 5-day/4-night trip to Hawaii for the Grand Prize winner and one (1) guest which includes: (a) round trip coach class air transportation for the Grand Prize winner and one (1) guest from an airport near Grand Prize winner's home to an airport in Hawaii; (b) round trip ground transportation to/from the airport to/from the hotel in Hawaii; (c) four (4) night accommodations (standard room, double occupancy) in a hotel of Sponsor's selection in Hawaii; and (d) one (1) check for three thousand and five hundred dollars (\$3,500) for the Grand Prize winner to use during the trip as he/she sees fit. The total ARV of Grand Prize #2 is seven thousand and five hundred dollars (\$7,500). Please note that in the event the trip costs more than expected at the time these rules were written, the check will be reduced appropriately to keep the total cost at seven thousand and five hundred dollars (\$7,500).

Grand Prize #3: The Grand Prize #3 winner, once confirmed as detailed below, will receive one (1) 5-day/4-night cruise package for the Grand Prize winner and one (1) guest which includes: (a) round trip coach class air transportation for the Grand Prize winner and one (1) guest from an airport near Grand Prize winner's home to an airport near the cruise departure destination (if necessary); (b) two (2) passes for the four (4) night cruise of Sponsor's selection; (c) round trip ground transportation to/from the airport to/from the cruise departure dock; and (d) meals and drinks (non-alcoholic) as provided by the cruise. The total ARV of Grand Prize #3 is two thousand and five hundred dollars (\$2,500).

Grand Prize #4: The Grand Prize #4 winner, once confirmed as detailed below, will receive one (1) five-year Planet Fitness Black Card® Membership with an ARV of one thousand three hundred and ninety-five dollars (\$1,395). The total ARV of Grand Prize #4 is one thousand three hundred and ninety-five dollars (\$1,395).

Grand Prize #5: The Grand Prize #5 winner, once confirmed as detailed below, will receive one (1) 50" Smart TV. The total ARV of Grand Prize #5 is one thousand and three hundred dollars (\$1,300).

6. **General Prize Conditions:** The total value of all prizes available to be awarded in this Sweepstakes is eighty two thousand six hundred and ninety-five dollars (\$82,695). In the event there are not enough eligible Entries for any Daily Prize Drawing or for the Grand Prize Drawing to award all applicable prizes, Sponsor retains the right to only award as many prizes as there are applicable Entries. The decisions of Administrator and Sponsor are final and binding on all matters relating to this Sweepstakes. All prize details are in Sponsor's sole discretion and Sponsor has final say on all aspects of all prizes (including dates, times, cruises, locations, trips, etc). Grand Prize winners and guests must be available to travel on dates specified by Sponsor, or else the Grand Prizes may be forfeited, even if the affidavits of acceptance have already been executed. Grand Prize trips must be used within one (1) year from the end of the Sweepstakes Period or else such will be forfeited. There is a limit of one (1) Daily Prize per person, throughout the entire Sweepstakes Period, however, such a Daily Prize winner can still win a Grand Prize. There is a limit of one (1) Grand Prize per person. In no event will Sponsor be responsible for awarding more than the stated number of prizes herein. Prize conditions may be added or modified by companies providing those portions of the prize. The prize restrictions/conditions stated herein are not all-inclusive. The winner of the car must have the appropriate license to operate such vehicle and is solely responsible for title/license/registration/dealer prep/insurance/taxes and any other similar costs associated with this prize that is not included in the prize description, at Sponsor's discretion. Such vehicle prize will be delivered to a dealership near to winner's residence (in Sponsor's sole discretion) and winner must take delivery of vehicle within thirty (30) days of notification that the dealership has received the vehicle or else such prize may be forfeited. Manufacturer's warranties apply. Actual vehicle to be provided as prize (including, but not limited to, model, make, color, year, options, and accessories) will be determined by the Sponsor, in its sole discretion, based on availability at the time of fulfillment. Winner may have to have proof of valid insurance required for ownership of vehicle in order to receive prize or else prize may be forfeited. No transfer, substitution or cash equivalent for any prize, in whole or in part, will be permitted, except at Sponsor's sole discretion due to prize unavailability for any reason, and only then for a prize of greater or equal value determined by Sponsor shall be allowed. For the avoidance of doubt, in the event there is no Planet Fitness location in a reasonable vicinity to Grand Prize #4 winner's residence (in Sponsor's discretion), Sponsor reserves the right to substitute

a prize of equal or greater value. Prizes are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose. Any and all guarantees and warranties on merchandise prizes are subject to the manufacturer's terms and conditions, and winners agree to look solely to said manufacturers for any such warranty or guarantee claim. It is the responsibility of the Grand Prize winners and their guests to be in possession of all necessary travel documentation (e.g., Photo ID, valid passport) and a Credit Card at the time and place of departure, or Grand Prize may be forfeited. Actual value of prizes depends on fluctuations in current market conditions at time of prize fulfillment, and the location of winner's residence, as it relates to the Grand Prize trips. Any difference between the stated ARV and the actual value, if any, will not be awarded. Grand Prize trips are subject to air/hotel availability, the vagaries of flight variation, work stoppages, schedule or route changes, holiday and blackout dates, and any other travel conditions/restrictions that may apply. All other expenses relating to acceptance of Grand Prizes not explicitly stated herein, including but not limited to, taxes, meals, beverages, souvenirs and gratuities, are solely the responsibility of the Grand Prize winners. Complete terms and conditions of Grand Prize trips will be furnished with prize notification and/or further correspondence. Travel arrangements will be made through Sponsor's agent on a carrier of Sponsor's choice. Sponsor reserves the right to structure the travel route in their sole discretion. Grand Prize trips may not be combined with any other offer and travel may not qualify for frequent flyer miles. Sweepstakes Entities will not replace any lost or stolen tickets, travel vouchers, or certificates. Once travel commences, no unscheduled stopovers are permitted; if an unscheduled stopover occurs, full fare will be charged from stopover point for the remaining segments, including return. Sweepstakes Entities are not responsible for any expenses that may be incurred as a consequence of a transportation cancellation/delay. If the Grand Prize winner resides within a reasonable distance to Hawaii or cruise departure location, as determined by Sponsor, ground transportation or a different method of transportation may be provided for such Grand Prize winner and guest in lieu of air transportation, and no compensation or substitution will be provided for difference in prize value. Administrator will furnish an Internal Revenue Service Form 1099 to the Grand Prize winners for the actual retail value of the Grand Prizes for the tax year in which Grand Prize is accepted. The Sweepstakes Entities shall not be responsible for any cancellations, delays, diversions or substitutions or any act or omissions whatsoever by the air carriers, hotels or other transportation companies or any other persons providing any of these services and accommodations including any results thereof such as changes in services or accommodations necessitated by same. If any portion of the Grand Prize is unable to take place as planned, for any reason, including but not limited to, cancellation, scheduling conflicts or an event of force majeure, that portion of the prize will be forfeited, the remaining components of the Grand Prize will be awarded and Sponsor's obligation to the winner will be deemed fulfilled, and no other additional compensation will be provided. If a Grand Prize winner cannot find a guest to travel with them, or does not wish to travel with a guest, such portion of the prize will be forfeited and Sweepstakes Entities shall owe no further substitution or compensation.

7. **Prize Winner Notification/Verification:** All potential Daily Prize and Grand Prize winners must comply with these Official Rules as published in order to be confirmed as an official winner and accept their prize. On the same day or on or about one (1) business day after the Daily Drawings and Grand Prize Drawing, Administrator will notify the potential prize winners via the information (phone or email) provided upon entry. Upon notification or notification attempt, the potential prize winners will be required to respond to the notification as requested, within three (3) calendar days of such notification or notification attempt, or the prize will be forfeited, and an alternate potential prize winner will be selected and notified. Upon notification or notification attempt, the potential Daily Prize winners must provide their physical address for prize delivery purposes and the potential Grand Prize winners will be required to open up an email dialogue and, as a condition of verification, sign and return an Affidavit of Eligibility, Acceptance, Publicity (where lawful) and Liability Release ("Release"), which will be sent to such email, within seven (7) calendar days, as well as meet all criteria in such release. Sponsor will attempt to contact the potential prize winners two (2) times during the three (3) calendar day period. If in any instance, notification attempt(s) for a potential prize winner fail for any reason, or if a potential prize winner is found to have not complied with these Official Rules, such prize will be forfeited and an alternate potential prize winner will be selected from among remaining eligible Entries for the applicable drawing, if any. Acceptance of a prize constitutes permission for the Sponsor and its designees to use the name, information, actual or simulated likenesses, biographical information, city, state, opinions, and prize information of prize winner(s) in connection with the Sweepstakes and the marketing efforts thereof (including, without limitation, for advertising and promotional purposes), in perpetuity, throughout the universe, in all media, without additional compensation, unless prohibited by law. Further, winners shall indemnify the Released Parties from any claims, damages, liabilities and expenses (including reasonable legal fees) arising from breach of these Official Rules. In the event of a dispute as to any prize winner, the authorized account holder of the phone number or email address used to register (as applicable) will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, phone provider, or other organization responsible for assigning such.

8. **General Terms:** Noncompliance with any of these Official Rules may result in disqualification. Sponsor assumes no responsibility for incorrect or inaccurate entry information whether caused by any of the equipment or programming associated with or utilized in this Sweepstakes or by any human error which may occur. Sponsor is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or other services, or providers, computer equipment, software, failure of any e-mail or players on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including, without limitation, any injury or damage to participant's or any other person's computer related to or resulting from participation or downloading any materials in/for this Sweepstakes. Sponsor is not responsible for any typographical or other error in administration of the Sweepstakes, or in the announcement of the prize winners. If, for any reason, the Sweepstakes is not capable of running as planned, including, without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Sweepstakes. Should the Sweepstakes be terminated prior to the stated expiration date, notice will be posted where Sponsor sees fit, and the prizes will be awarded via random drawing from among all eligible entries received up until and or after (if applicable) the time of modification, cancellation or termination or in a manner that is fair and equitable as determined by Sponsor. All interpretations of these official rules and decisions by Sponsor are final. No software-generated, robotic, programmed, script, macro or other automated entries are permitted. Sponsor reserves the right in its sole discretion to disqualify any individual they suspect or find: (i) to have tampered with the entry process or the operation of this Sweepstakes; (ii) to be acting in violation of these Official Rules; (iii) to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person; or (iv) to have provided inaccurate information on any legal documents/representations submitted in connection with this Sweepstakes. CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR APPLICATION OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. THE NEW YORK COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE SWEEPSTAKES AND THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN THE SWEEPSTAKES. EACH ENTRANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMITS TO THE JURISDICTION OF THOSE COURTS. Except where prohibited, you agree that any and all disputes, claims and causes of action arising out of, or connected with the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of New York. Entrants agree that the Released Parties shall not be responsible or liable for, and hereby release the Released Parties from, any claims, losses, damages or injuries of any kind (including death) resulting, in whole or in part, directly or indirectly, from participation in the Sweepstakes or any Sweepstakes-related activity, or from acceptance, receipt, possession and/or use/misuse or inability to use a prize. The Released Parties shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience or irregularity that may be caused or contributed to (1) by any wrongful, negligent or unauthorized act or omission on the part of any of their agents, servants, employees or independent contractors; (2) by any wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the Released Parties; or (3) by any other cause, condition or event whatsoever beyond the control of the Released Parties. Failure of Sponsor to enforce any provision herein shall not be deemed a waiver of such. Sponsor reserves the right to modify these rules for clarification or equitable purposes without materially affecting the terms and conditions of the Sweepstakes. UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANTS HEREBY WAIVE ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. Any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees. In the event that any of the provisions of these Official Rules shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these Official Rules shall otherwise remain in full force and effect.

9. **Request for the Names of Winner:** For the names of the prize winners, available after the Sweepstakes Period has ended, and/or Official Rules, send a self-addressed stamped envelope, to be received by 06/01/14, to: The Planet Fitness 5 Million Thank Yous Sweepstakes, c/o bottlerocket marketing group, LLC, 71 Elm Street, Suite 8 Foxboro, MA 02035

10. **Sponsor:** Pla-Fit Franchise, LLC, 26 Fox Run Rd, Newington NH 03801