

Official Rules

NO PURCHASE (OR PAYMENT OF ANY KIND) IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, PROVINCIAL/STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED OR RESTRICTED BY LAW, INCLUDING IN ANY PROVINCE/STATE WHERE REGISTRATION IS REQUIRED.

1. Eligibility

The Movement by NM 30-Day Movement Challenge (the “**Contest**”) is open to all entrants who are of the age of majority in their jurisdiction of their residence or older at the time of entry (“**Entrant(s)**”). Employees of NM Movement Media Ltd and its parent, Omnifilm Entertainment Ltd, and its subsidiary and related companies, affiliates and advertising and promotion agencies, (collectively “**Sponsor**”) as well as the immediate family (i.e. parents, spouse, children, siblings, grandparents, step parents, step children and step siblings and their respective spouses, regardless of where they reside) and household members, whether or not related, of each such employee are not eligible to enter or win the Contest. The Contest is subject to federal, provincial/state, and local laws and regulations.

2. Agreement to Official Rules

Participation in the Contest constitutes Entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

3. Contest Period

The Contest begins on April 1, 2023 at 12:00:01 AM PST and ends on April 30, 2023 at 11:59:59 PM PST (the “Contest Period”). Entries that are submitted before or after the Contest Period will be disqualified and destroyed.

4. Contest Schedule

The Contest Schedule includes the following videos only: Get Ready with Adrian (9 Mins), Bedtime Tuck with Amanda (14 Mins), Athletic Core with Dom (14 Mins), Chair Mobility Flow with Sylvia (17 Mins), Get Balanced with Keighty (22 Mins), Earth with Kate (24 Mins), Ground with Kate (23 Mins), Ballet Arms with Livona (21 Mins), MIDDAYS with Keighty (5 Mins), Essential Back Strength with Amanda (11 Mins), Movement Class with Kate (25 Mins), Unstick with Lydia (12 Mins), Stick It Practice with Rob (13 Mins), Creativity Flow with Amanda Ep 1 (9 Mins), Learn Pistol Squat With Slava Level 1 (2 Mins), Mornings with Leo (11 Mins), Full Body Charge Up with Dom (5 Mins), Strength Patterns with Adrian (22 Mins), Release and Restore with Erica (22 Mins), Express Core with Sylvia (8 Mins), Kitchen Dance Party (21 Mins), Breath Foundations with Cam (4 Mins), Functional Core with Amanda (14 Mins), Knee Checkup with Adrian (15 Mins), A Killer Stance with Farinaz (22 Mins), A Killer Stance with Farinaz Practice (13 Mins), Fully Restore with Lydia (15 Mins), Contemporary Floor with Livona (8 Mins), Yoga Foundations with Amanda (25 Mins), Your Turn with Farinaz and Susin (30 Mins), Boxer's Core

with Rob (10 Mins), Complete Beginner Muayfit with Farinaz (20 Mins), Lower Back with Lydia (30 Mins). For a full list of the Contest Schedule, please visit the following website: (Johanna to link OTT category).

5. How to Enter the Contest Grand Prize

One method of entry: Method 1: All eligible Entrants that complete sign up by entering their valid email address through the 30-Day Movement Challenge website (the “**Website**”) will automatically earn one (1) entry into the Contest. Only one (1) entry per person. Requests for confirmation of receipt of entry will not be acknowledged. No photo copies, facsimiles or reproductions of entries will be accepted. Sponsor is not responsible for late, lost, invalid, or incomplete entries.

6. How to Enter the Contest Weekly Prize

Two methods of entry: Method 1: Entrant submits a comment on a Movement by NM channel (the “**Channel**”) video in the Contest Schedule during the Contest Period. Each comment between Week 1: April 1 2023 at 12:00:01 AM PST to April 7, 2023 at 11:59:59 PM PST (“**Week 1**”), Week 2: April 8 2023 at 12:00:01 AM PST to April 14, 2023 at 11:59:59 PM PST (“**Week 2**”), Week 3: April 15 2023 at 12:00:01 AM PST to April 21, 2023 at 11:59:59 PM PST (“**Week 3**”), Week 4: April 22 2023 at 12:00:01 AM PST to April 30, 2023 at 11:59:59 PM PST (“**Week 4**”) will automatically earn (1) entry into the Weekly Prize to be drawn each week. Only one (1) entry per Entrant, per video in the Contest Schedule will be accepted during the applicable Contest week. Method 2: Entrant tags @movementbynm (“**Movement by NM Social**”) in a post or story via Instagram or Facebook during the Contest Period sharing a Contest-related photo or video. Unlimited entries will be accepted during the applicable Weekly Prize Week. Entrants must tag or mention Movement by NM Social from a public and active Instagram or Facebook profile. No private Instagram or Facebook entries will be accepted. Each entry will be automatically entered to only one (1) Weekly Prize draw depending on the date of entry, and will not be applied to other Weekly Prize draws outside of the date range. Sponsor is not responsible for private, late, unrelated, invalid, lost, incomplete, or otherwise ineligible entries.

7. Prizes

There will be one (1) Grand Prize, and four (4) Weekly Prizes, (the Grand Prize and the Weekly Prize also referred to as “**Prize**”, and the Grand Prize Winner and the Weekly Prize Winner as defined below also referred to as “**Winners**”).

The Grand Prize winner (the “**Grand Prize Winner**”) will receive: (a) One (1) Apple iPad; (b) One (1) Apple TV; (c) Four (4) one (1) year subscriptions to Movement by NM for Winner and any three (3) persons via referred email provided by the Winner; and (d) a personalized home-workout package by Movement by NM. The approximate retail value of the Grand Prize available to be won in this Contest is \$1500 CAD.

The four (4) Weekly prize winners (“**Weekly Prize Winner**”) will receive: (a) one (1) \$75 CAD Lululemon Gift Card; and (b) two (2) - one (1) year subscriptions to Movement by NM for Winner and any one (1) person via referred email provided by the Weekly Prize Winner. The

approximate retail value of the four (4) Weekly Prizes available to be won in this Contest is \$1100 CAD.

The approximate retail value of all prizes available to be won in this Contest is \$2600 CAD. The Winners may not substitute, assign or transfer any prize, but Sponsor reserves the right, at its sole discretion, to substitute any prize (or any portion thereof) with one of comparable or greater value. Further, Sponsor reserves the right to forfeit or award any unclaimed or leftover prizes at its sole discretion. Additional restrictions may apply. The Winner is not entitled to monetary difference between actual Prize value and stated approximate Prize value, if any. The Prize must be accepted as awarded and cannot be transferred, assigned, or substituted, or redeemed for cash. Any unused portion of a Prize will be forfeited and have no cash value. The Sponsor reserves the right, in their sole discretion, to substitute a prize of equal or greater value if a Prize (or any portion thereof) cannot be awarded for any reason.

8. Prize Drawing

On or about May 8, 2023, the Sponsor will select potential Winners in a random drawing from among all eligible entries from all valid entries received for the Grand Prize and the Weekly Prize during the Contest Period. The odds of being selected depend on the number of entries received. For example, if there are 5,000 eligible entries during the Contest Period, the odds of winning a particular prize will be 1:5,000; if there are 10,000 eligible entries during the Contest Period, the odds of winning will be 1:10,000, and so on. The Sponsor will attempt to notify the potential winner as per below on or about May 10, 2023. If the potential winner cannot be contacted within five (5) days after the date of the first attempt to contact him/her, the Sponsor may select an alternate potential winner in his/her place at random from the remaining non-winning, eligible entries, which alternate potential winner will be subject to the same requirements as the initially selected prize winner.

9. Winner Notification

The potential Grand Prize Winner will be notified by email. The potential Weekly Prize Winners will be notified by email or social media profile associated with the winning entry. Each potential Winner will be required to complete, electronically sign and submit a Declaration of Compliance and Release within five (5) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential Winner cannot be contacted, or fails to submit the Declaration of Compliance and Release within the required time period (if applicable), or the prize is returned as undeliverable, the potential Winner forfeits the prize. Potential Winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. In the event that a potential Winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate Winner by random drawing from among all remaining eligible entries, which alternate Winner will be subject to the same requirements as the initially selected prize winner. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Contest.

10. General Conditions

In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Contest is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Contest and, in the event of termination, award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the Website or undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

11. Release and Limitations of Liability

By participating in the Contest, Entrants agree to release and hold harmless the Sponsor, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Contest, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Contest or receipt or use of the prize (including any travel or activity related thereto), including, but not limited to: (a) any technical errors associated with the Contest, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Contest; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) application downloads, (e) any other errors or problems in connection with the Contest, including, without limitation, errors that may occur in the administration of the Contest, the announcement of the Winners, the incorrect completion of any emailed entry, or in any Contest-related materials; or (f) injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrants participation in the Contest or acceptance, receipt or misuse of the prize (including any travel or activity related thereto). Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Contest, and in no event shall Entrant be entitled to receive attorney's fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. The Winner will be

required to executed a Declaration of Compliance and Release confirming the above, prior to receipt of the Grand Prize or Weekly Prize as applicable.

12. Indemnification by Entrant

By entering the Contest, Entrant releases and holds Releasees harmless from any and all liability for any injuries, loss or damage of any kind to Entrant or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any Prize, participation in the Contest, any breach of the Contest Rules, or in any Prize-related activity. Entrant agrees to fully indemnify Releasees from any and all claims by third parties relating to the Contest, without limitation.

13. Use of Information

By participating in the Contest, and/or accepting the Grand Prize or Weekly Prize, in addition to the permissions and other authorizations contained in the form of Declaration of Compliance and Release to be signed by the Winners, the Winners consent to and give Sponsor and any other party authorized by Sponsor the right to use the Winner's name, email and/ or social media handle(s) ("**Personal Information**") for the purposes of administering the Contest, and any videos and/or images the Winners provide during the Contest with any item that is part of the prize and to use, adapt, publish, display, develop and/or edit the Winners' names, addresses (city or state only), voices, likenesses, photographs, biographical information and/or statements about the Contest for publicity, advertising, trade and promotional purposes in any and all media now known or hereafter discovered, worldwide, and on the world wide web without review, notification or approval, and without additional compensation, in perpetuity, except where prohibited by law. By entering the Contest, Entrant consents to notification of similar draws and contents and opportunities to subscribe to newsletters or to notify Entrant about related products or services. Sponsor will use Entrant's Personal Information only for the identified purposes above, in a manner that is consistent with the Sponsor's privacy policy at: <https://movementbynm.com/viewer-terms/>.

14. Taxes

All income, sales, use and other taxes if any (and the reporting thereof) imposed as a result of the award of a prize and any other fees or costs associated with a prize are solely the responsibility of each Winner. It is each Winner's responsibility to understand and abide by any federal, provincial, state, local and/or other applicable tax laws that may apply to receipt of a prize..

15. Governing Law; Jurisdiction; Dispute Resolution

By completing the act of entering the Contest, Entrant agrees that these are the official Contest Rules. The Contest is subject to applicable federal, provincial and municipal laws and regulations. The Contest Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over the Sponsor. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between Entrant and the Sponsors in connection with the Contest shall be governed by and construed in

accordance with the laws of the province of British Columbia including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws.

Entrant further agrees that (a) any and all disputes, claims and causes of action arising out of, or connected with, the Contest or the awarding of a prize shall be resolved individually, without resort to any form of class action, and exclusively by the the appropriate British Columbia, Canada court; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest but in no event shall include attorney's' fees; and (c) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to, claim punitive, special, incidental, and consequential damages and any other damages, other than out-of-pocket expenses (excluding attorney's fees), and any and all rights to have damages multiplied or otherwise increased.

16. Non-Waiver; Severability

Failure by the Sponsor or its designated agent to enforce any term of these Official Rules shall not constitute a waiver of that provision. If any provision of these Official Rules is determined to be invalid or unenforceable, the remaining provisions of these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained herein.

17. Discrepancy

In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to the Contest entry form, or point of sale, television, print or online advertising, the terms and conditions of the Contest Rules shall prevail, govern and control.

18. Termination and Amendment

Sponsors reserve the right, in their sole discretion, to terminate the Contest, in whole or in part, and/or modify, amend or suspend the Contest, and/or the Contest Rules in any way, at any time, for any reason without prior notice

19. Copy of Official Rules

For a copy of the Official Rules, please visit the following website:

<https://movementbynm.com/the-30-day-movement-challenge>