

**“The 40-Mile Cruise Challenge” Official
Rules**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

Eligibility: THE “APEX RUNNING CHALLENGE” (THE “**SWEEPSTAKES**”) IS OPEN TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE 18 YEARS OF AGE AND OLDER OR THE AGE OF MAJORITY IN THEIR STATE OF RESIDENCE IF HIGHER THAN AGE 18, AT THE TIME OF ENTRY, WHO ARE PHYSICALLY LOCATED AND RESIDE IN THE UNITED STATES OR DISTRICT OF COLUMBIA, AND WHO HAVE CREATED A PROFILE ON ACTIVE.COM. EMPLOYEES OF ACTIVE NETWORK (“**SPONSOR**”), AND EACH OF THEIR RESPECTIVE PARENT COMPANIES, AFFILIATES AND SUBSIDIARIES, AFFILIATED ENTITIES AND ANY ADVERTISING AND PROMOTION AGENCIES INVOLVED IN ANY WAY WITH THIS SWEEPSTAKE (“**SWEEPSTAKES PARTIES**”) (AND MEMBERS OF THEIR IMMEDIATE FAMILY AND/OR THOSE LIVING IN THE SAME OF HOUSEHOLD OF EACH SUCH EMPLOYEE) ARE NOT ELIGIBLE. ALSO VOID IN PUERTO RICO, GUAM, OTHER US TERRITORIES AND WHERE OTHERWISE PROHIBITED BY LAW. IF YOU ARE UNABLE TO SAFELY COMPLETE ANY LEVEL OF PHYSICAL ACTIVITY OR PERFORM ANY ACTIVITY OF THE CHARACTER REQUIRED TO PARTICIPATE IN THE SWEEPSTAKES, DO NOT DO SO. CONSULT YOUR PHYSICIAN TO ASSESS AND DETERMINE YOUR ABILITY TO PERFORM PHYSICAL ACTIVITIES SUCH AS THOSE REQUIRED TO PARTICIPATE IN THE SWEEPSTAKES. BY PARTICIPATING IN THE SWEEPSTAKES, YOU AGREE THAT YOU ARE VOLUNTARILY PERFORMING ANY AND ALL ACTIVITIES AND THAT ONLY YOU ARE SOLELY RESPONSIBLE FOR YOUR HEALTH AND WELL BEING REGARDING SUCH ACTIVITIES.

Sweepstakes Period: The Sweepstakes begins “June 1, 2026”, at 12:00:01 a.m. Central Time (“CT”) and ends “June 30, 2026”, at 11:59:59 p.m. CT (“Sweepstakes Period”).

How to Enter the Prize Drawing: There are two (2) ways to enter:

a. Online: Log-in to your free account on Active.com or create a free account if one does not have one. Then, complete/log workouts to earn the digital badges during the Sweepstakes Period using an integrated and verifiable means that syncs with Active.com (Garmin Connect Or Strava).

A maximum of two (2) workouts per day during the Sweepstakes Period may count toward participation in the Sweepstakes.

Mail: To enter without logging actions via mobile app or online at the Website, neatly hand-print on a piece of paper: your name, complete address (with ZIP code), date of birth, email address (if available) and daytime telephone number (with area code). Then, mail your completed entry in a stamped first-class hand-addressed #10 envelope to “The 40-Mile Cruise Challenge”, C/O: Active Network Three Alliance Center, 29th Fl. 3550 Lenox Rd. #3000 Atlanta, GA 30326. Incomplete, illegible, damaged, incorrectly addressed, late, lost, misdirected, and postage-due entries will not be accepted, acknowledged, or returned. Mail entries must be postmarked by “June 30, 2026” and received by “July 15, 2026”.

Limit: One (1) entry per person/email address, regardless of method of entry.

Winner Selection: A random drawing will be held on or about “July 15, 2026” to select ten (10) grand prize winners (“**Winner**”). The drawing will be held from among all eligible entries received throughout the Sweepstakes Period, regardless of method of entry. ACTIVE NETWORK (“Administrator”), whose decision shall be final and binding, will conduct the random drawing. The potential winner will be notified within five (5) days of the relevant random drawings via e-mail or telephone using contact information submitted at the time of entry and will have five (5) days to respond via the e-mail address provided at the time the individual entered the Sweepstakes or created his or her ACTIVE NETWORK Account with all requested information to confirm eligibility and other details necessary to deliver a prize. Any prize notification or prize returned as undeliverable may be awarded to an alternate.

Prize, Odds, and its Approximate Retail Values (“ARV”): Ten (10) Grand Prizes: “One Year Membership to ACTIVE Advantage (“**Prize**”). **Total ARV of Grand Prize: “\$99.95”**

Odds: Odds of winning depend on the number of eligible entries received.

Additional Entry Requirements and Restrictions: Entries using macro, robotic, script or other forms of automatic entry will be disqualified. Entries will not be returned. Proof of submission does not constitute proof of receipt. If there is a dispute as to the identity of an online entrant, the prize will be awarded to the authorized account holder of the email address associated with the ACTIVE NETWORK Account employed for online entry. The "authorized account holder" is defined as the natural person to whom the email address is assigned by an Internet service provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. The potential winner may be asked to provide Sponsor and/or Administrator with proof that the potential winner is the authorized account holder of the email address associated with the winning entry. If a dispute cannot be resolved, the entry will be deemed ineligible, and an alternate winner may be selected. No responsibility is assumed for entries and winner notification responses that are lost, delayed, lost, misdirected, misdelivered, marked postage-due, illegible, mutilated, incorrect, or incomplete, and such entries will not be eligible for this Sweepstakes.

Conditions of Participation: Online Entrants must provide a valid e-mail address, and it is the Entrant's responsibility to update Sponsors of any change in e-mail address. Entrants agree to be bound by the terms of these Official Rules. Decisions of the Administrator and/or Sponsor are final and binding on all matters pertaining to this Sweepstakes. By participating in the Sweepstakes, each Entrant agrees that the Sponsor and those involved in the development, production, implementation and distribution of this Sweepstakes and each of their respective parent companies, affiliates, subsidiaries, service providers, and agencies, and each of their respective directors, officers, agents, employees, attorneys, and any other person or entity associated with such entities and/or Sweepstakes shall not be liable for any and all claims, damages, losses or injuries of any kind whatsoever, including any third party claims, damages, losses or injuries, or any injury, loss or damages of any kind to persons, including death, or property, arising from or relating to, in whole or in part, directly, or indirectly, this Sweepstakes, including entry and participation in this Sweepstakes or any Sweepstakes or prize related activity and acceptance, possession, use or misuse of the prize. Winner may be required to sign and return an Affidavit of Eligibility, a Liability Release and where legally permissible a Publicity Release within five (5) days following the date of first attempted notification. Failure to comply with this deadline may result in forfeiture of the prize and selection of an alternate winner. Return of any prize/prize notification as undeliverable may result in disqualification and selection of an alternate winner. By participating in the Sweepstakes and/or accepting a prize, each Entrant consents to and gives ACTIVE NETWORK. the right to interview, photograph/video Entrant, and in perpetuity to freely and exclusively use, publish, and display Entrant's name, address, entry form, picture, portrait, likeness, voice, video, statements, quotes, biographical information, and prize information (in whole or in part, as may be adapted, edited, or modified, as solely determined by Sponsor) for advertising, trade, publicity and promotional purposes in any media now known or hereafter discovered, worldwide, and on the World Wide Web, without

review, notification or approval, all without additional consideration, unless prohibited by law. No responsibility is assumed for any printing, typographical, mechanical or other error in these Official Rules, any online or other advertisements for the Sweepstakes, the announcement of any prize, or otherwise in any materials.

Internet Oriented Conditions: No responsibility is assumed for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, communication line failure, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, server, provider, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind including any injury or damage to entrant's or any other person's computer related to or resulting from participation in or downloading any materials with respect to the Sweepstakes, or inaccurate transmissions of or failure to receive entry information on account of technical problems or traffic congestion on the Internet or at any Web site or any combination thereof. If for any reason the Internet portion of the program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, human error, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes and to select Winner from among the eligible entries received that are unaffected by the problem. Sponsor further reserves the right to disqualify any individual who tampers with the entry process, violates these Official Rules or undermines the integrity of the Sweepstakes. Sponsor may prohibit an Entrant from participating in the Sweepstakes if it determines that said Entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception or other unfair playing practices or intending to abuse, threaten or harass other Entrants.

Caution: Any attempt by a participant to deliberately damage any Web site 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 ENTRANT to the fullest extent of the law.

DISPUTES AND ARBITRATION; JURISDICTION AND VENUE: To the maximum extent permitted by applicable law, you and the Sponsor agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action. Except where prohibited, you and we agree to submit to the personal and exclusive arbitration of disputes relating to the Sweepstakes under the rules of the American Arbitration Association. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Please visit www.adr.org for more information about arbitration.

Any arbitration between you and us, to the extent necessary, will be conducted in Richardson, TX, and you waive any right to claim that such location is an inconvenient forum. You agree not to sue us or bring arbitration in any other forum.

The arbitration will be conducted in English. A single independent and impartial arbitrator will be appointed pursuant to the rules of the American Arbitration Association. Both you and we agree to comply with the following rules, which are intended to streamline the dispute resolution process and reduce the costs and burdens for everyone involved:

- the arbitration will be conducted by telephone, online and/or be solely based on written submissions, the specific manner to be chosen by the party initiating the arbitration;
- the arbitration will not require any personal appearance by the parties or witnesses unless otherwise mutually agreed in writing by the parties; and
- any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Barring extraordinary circumstances, the arbitrator will issue his or her decision within 120 days from the date the arbitrator is appointed. The arbitrator may extend this time limit for an additional 30 days in the interests of justice. All arbitration proceedings will be closed to the public and confidential and all records relating thereto will be permanently sealed, except as necessary to obtain court confirmation of the arbitration award. The award of the arbitrator will be in writing and will include a statement describing the reasons for the disposition of any claim.

You also acknowledge and understand that, with respect to any dispute with us arising out of or relating to your use of the Services:

- You are giving up your right to have a trial by jury;
- You are giving up your right to serve as a representative, as a private attorney general, or in any other representative capacity, or to participate as a member of a class of claimants, in any lawsuit involving any such dispute; and
- You must file any claim within one (1) year after such claim arose or it is forever barred.

If this arbitration provision is found to be null and void, then all disputes arising in connection with the Sweepstakes or these Official Rules between us will be subject to the jurisdiction of the state and federal courts located in Dallas, TX, and you and we hereby submit to the personal jurisdiction and venue of these courts.

This agreement to arbitrate will not preclude you or Sponsor from seeking provisional remedies in aid of arbitration, including without limitation orders to stay a court action, compel arbitration or confirm an arbitral award, from a court of competent jurisdiction. Furthermore, this agreement to arbitrate will not preclude you or Sponsor from (i) applying to the appropriate court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary, or (ii) seeking relief in any state or federal court for disputes related to a violation or possible violation of Sponsor's intellectual property rights.

In the event of any litigation or arbitration arising from or related to this Sweepstakes or these Official Rules, the prevailing party shall be entitled to recover from the non-prevailing party all

reasonable costs incurred including staff time, court costs, attorneys' fees, and all other related expenses incurred in such litigation or arbitration.

Governing Law: This Challenge shall be governed by, and construed in accordance with, the laws of the State of Texas, USA, regardless of conflicts of law principles. Any action or litigation concerning this Challenge shall take place exclusively in the federal or state courts sitting in Texas, and each Entrant expressly consents to the jurisdiction of and venue in such courts and waives all defenses of lack of jurisdiction and inconvenient forum with respect to such courts. Each Entrant agrees to service of process by mail or other method acceptable under the laws of the State of Colorado. For New Jersey residents, the limitations set forth above are inapplicable where attorneys' fees, court costs, or other damages are mandated by statute.

Data Privacy: By entering the Challenge, each Entrant or the Entrant's parent (if the Entrant is found to be a minor in his/her state of residency) agrees to the Sponsors' and Prize Provider's use of their personal information as described in Sponsor's and Prize Provider's Privacy Policies located respectively at <https://www.activenetwork.com/information/privacy-policy> and _____ which are incorporated by reference herein and made a part of these Official Rules, except in those limited cases where these Official Rules expressly expand, modify, or contradict the Privacy Policies. In those circumstances, these Official Rules will govern the privacy relationship between Sponsor/Prize Provider and the Entrants. If during the registration process of the Challenge, Entrants have elected to receive (opt-in) email communications from Sponsors' or Prize Providers' future promotions or other offers, Entrants may choose to opt out and unsubscribe from such email communications at any time by accessing the link in the footer of the emails. If you are selected as a Winner, your information may also be included in a publicly available winner's list.

ACTIVE NETWORK's Terms and Conditions of Use: The ACTIVE NETWORK's Terms and Conditions of use located at <https://www.activenetwork.com/information/terms-of-use> are incorporated by reference herein and made a part of these Official Rules.

Winner's Name: For the Winner's name, send a stamped, self-addressed envelope by "7/15/26" to: "The 40-Mile Cruise" Challenge Winners List, C/O: Active Network Three Alliance Center, 29th Fl. 3550 Lenox Rd. #3000 Atlanta, GA 30326.

Sponsor & Administrator: ACTIVE NETWORK Three Alliance Center, 29th Fl. 3550 Lenox Rd. #3000 Atlanta, GA 30326