



**ClubSport & Renaissance ClubSport
iPad Promotion Rules
June 1, 2010 –June 30, 2010**



- 1. Eligibility:** To be eligible to win the ClubSport/Renaissance ClubSport iPad Promotion (the "Promotion"), an entrant must, at the time of entry: (1) be a legal resident of the fifty (50) United States; (2) tour a ClubSport or Renaissance ClubSport facility during the month of June 2010. (3) live or work within 15 miles of a ClubSport or Renaissance ClubSport facility. Employees of Leisure Sports, Inc., ClubSport or Renaissance ClubSport, affiliated or related companies, or members of the immediate family (spouse, parents, siblings, and children) or household of such employees are ineligible to enter. The Promotion is subject to all applicable federal, state, provincial, territorial and local laws and regulations. Participation in the contest constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules.
- 2. Sponsors:** Leisure Sports Inc., LLC, 7077 Koll Center Parkway, Suite 110, Pleasanton, CA 94566, & Tina L. Menkal, Cruises Inc., 2 Santa Fe, Rancho Santa Margarita, CA 92688
- 3. Agreement to Official Rules:** By participating in the Promotion, each entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of Sponsors, which are final and binding in all matters related to the Promotion.
- 4. Timing:** The Promotion begins on June 1, 2010 at 12:00 a.m. Pacific Time ("PT"), and ends on June 30, 10 at 11:59 p.m. PT (the "Promotion Period").
- 5. How to Enter the Promotion:** You must tour a ClubSport or Renaissance ClubSport facility in Tigard Oregon, Henderson Nevada, Pleasanton, Fremont, Walnut Creek or Aliso Viejo, CA, with a Membership Representative of the facility. Membership purchase is not required.

Current ClubSport and Renaissance ClubSport Members, are not eligible.

Limit One (1) Entry per household and One (1) prize ("Prize") per eligible Entry.
- 6. Selection Procedure:** After the Apple iPad giveaway contest period, one winner will be selected in a random drawing from among all eligible entries by the sponsor, whose decision is final. Probability of winning will depend upon the number of eligible entries received.
- 7. Prize:** One Grand Prize: Apple iPad 16GB Retail Value of \$499.
- 8. Winner:** Apple iPad giveaway Potential winner will be notified by phone and by email. Potential winner must execute an Affidavit of Eligibility/Release of Liability/Publicity Release Form within 5 days of attempted notification. Winner presumes all liability for any injury or damage caused, or claimed to be caused by participation in this promotion or use or redemption of any prize.
- 9. Publicity:** Except where prohibited, your entry in the Promotion constitutes your consent to Sponsor's, and Sponsor's agents' use of your name, likeness, photograph, voice, opinions and/or hometown and state or province for promotional purposes in any media, worldwide, without further payment or consideration.

10. General Conditions: Except where prohibited by law, Sponsors reserve the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Promotion, as determined by Sponsor in its sole discretion, 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 Promotion or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate 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.

11. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (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 your Entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, your sole remedy is another Entry in the Promotion, provided that if it is not possible to award another Entry due to discontinuance of the Promotion, or any part of it, for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible Entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming 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.

12. Disputes: Except where prohibited, you agree that: (1) 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 state or federal courts located in Alameda County, California, U.S.A.; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or your rights and obligations or those of Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of California, U.S.A. without giving effect to any choice of law or conflict of law rules which would cause the application of the laws of any jurisdiction other than the State of California, U.S.A.

13. Entrant's Personal Information: Information collected from you is subject to the Sponsor's Privacy Policy.