

MUSCLE-UP CHALLENGE TERMS AND CONDITIONS

MUSCLE-UP CHALLENGE GENERAL RULES

By entering the Muscle-Up Challenge, each participant agrees to comply with this set of rules governing the competition and to be held liable in terms hereof.

Taking part in the Muscle-Up Challenge is completely voluntary. Each participant assumes all risk of injury, harm or loss of any kind that may arise when participating in the challenge, including the use of any information, advice, training tips or programmes, as well as the use of any and all USN products supplied by USN and/or any of its employees, agents or representatives. USN, however, remains fully committed to complying and abiding with all legal obligations placed on USN as an organisation in terms of legislation, specifically including but not limited to the Protection of Private Information Act 4 of 2013 (refer to USN's comprehensive Privacy Policy on our website for more detail).

All participants indemnify USN, all its affiliate companies, employees, directors, shareholders, associates, stakeholders or other persons for whom in law they may be liable (in whose favour this constitutes a contract or undertaking for their benefit) and all other related parties against any harm and/or damage of any nature including but not limited to direct, indirect, incidental, special or consequential loss or damage of any kind whatsoever or howsoever caused (whether arising under contract or otherwise and whether the loss was actually foreseen or reasonably foreseeable), sustained by the participant competing in the Muscle-Up Challenge. USN, its members, employees, agents, affiliates, representatives and/or suppliers shall not be liable for any loss, damage (whether direct, indirect or consequential) or expense of any nature whatsoever which may be suffered as a result of, or which may be attributable, directly or indirectly, to the use of or reliance upon the USN website (including any information contained thereon) or elsewhere on the internet.

Participants hereby indemnify and keep USN indemnified from and against any loss or damage suffered or liability incurred, including, without limitation, in respect of any claim or demand by any third party by reason of any act or omission on the part of the participant or that of any family member, agent or representative acting on his/her behalf in connection with this challenge. Any changes made to these Rules will be published on the USN website at usn.co.za.

All measurements of participants will be kept confidential and will not be disclosed. USN will be the sole interpreter of the Rules and may change them in the interest of the competition and/or whenever fairness so requires. However, USN has the right to use the photos and measurements of the top 10 and the winners in all categories for marketing and related purposes.

USN reserves the right to change the prize from one Muscle-Up Challenge to the next, and these change/s will be posted on USN's social media platforms and website. Subject to the winner/s complying with all the rules applicable to the Muscle-Up Challenge, all cash prize money will be paid to the winner/s as a once-off payment into the bank account provided by the winner to USN.

All participants must purchase two USN Hardcore products to enter the competition (excluding drinks and bars). These products can be purchased online at www.usn.co.za or any national retailer. All receipts for product purchases must be retained as it will be required to submit these to register for the competition.

The laws of the Republic of South Africa apply to the relationship between USN and all Muscle-Up Challenge participants. These Rules constitute the whole agreement between the parties.

Any indulgence or extension of time granted by USN shall not be construed as a waiver or variation of any of its rights or remedies.

Participants are not allowed to participate in other mass gain or muscle-up competitions while participating in the Muscle-Up Challenge.

Any person over the age of 18 (eighteen) is allowed to enter the Muscle-Up Challenge. The competition is restricted to South African citizens.

JUDGING

USN will compile a selection panel to select each category's winners. Many factors will be considered when selecting the winners, and muscle gain will not be the only factor. Other factors that will be considered include but are not limited to muscle definition, marketability and fit for USN's planned marketing campaigns.

All decisions made by USN regarding the participants and the announcement of the winners are final and binding.

Failure to comply with any of the foregoing rules may result in disqualification.

All participants must elect to enter in only one of the following categories: male or female.

None of the prizes are transferable, and there will be no substitutions for any of the prizes.

No USN employee or any of their family members, ambassador or affiliate is allowed to participate in the Muscle-Up Challenge.

Winners shall be expected to enter into a 1 (one) year agreement with USN that will determine and govern the relationship between USN and the winners for the period and will detail the obligations placed on all parties.

INTELLECTUAL PROPERTY

All participants, regardless of the outcome of the Muscle-Up Challenge, agree and provide their consent for as far necessary that all intellectual property generated during the Muscle-Up Challenge, which includes but is not limited to all participants' names, body measurements, photos, videos, and all social media posts belong to USN. For the avoidance of doubt, USN shall be entitled to use all the mentioned intellectual property during and after the Muscle-Up Challenge at no cost at all. USN undertakes to use this intellectual property only for marketing-related purposes and shall do so in line with all applicable legal requirements.