

Countdown to Change – Live Better & Become a Healthier You Contest Official Rules

1. Eligibility: Countdown to Change – Live Better & Become a Healthier You Contest (the “Contest”) is open only to legal residents of Alabama, Arizona, Colorado, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, Pennsylvania, Rhode Island, Tennessee, Texas and Virginia who are at least eighteen (18) years old (nineteen (19) years old in Alabama) and members of a participating Youfit Health Club (except Youfit Health Club locations 7430, 7375) at the time of entry. Employees of Sponsor, and any of their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Contest is subject to all applicable federal, state, and local laws and regulations and is void outside of the listed states and at Youfit Health Club locations 7430, 7375, and where prohibited.

2. Sponsor: YouFit LLC, 1350 E. Newport Center Dr., Suite 110, Deerfield Beach, FL 33442.

3. Agreement to Official Rules: Participation in this Contest constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to this Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

4. Timing: The Contest begins on March 4, 2019 and ends on April 26, 2019 (the "Contest Period"), and consists of four (4) phases, as set forth in the table below:

PHASE	START DATE	END DATE
In-Club Registration	January 28, 2019	March 3, 2019
Initial Weigh In	February 25, 2019	March 3, 2019
Final Weigh In	April 27, 2019	May 3, 2019

Sponsor’s computer is the official time-keeping device for the Contest.

5. How to Enter:

All entrants should consult with a qualified healthcare provider before entering and during the Contest. Losing weight can be risky in certain circumstances and entrants assume all risks of their participation in this Contest.

Take the following actions to receive an entry into the Contest:

- 1) During the In-Club Registration Phase, visit a participating Youfit Health Club during its regular business hours and complete, sign and submit the registration form, including your name and valid email address, registration fee, photo and video release, liability and medical release and acknowledgment of these Rules (collectively “your Registration”); registration fee is \$35 (\$30 special offered to dual registrants enrolling at the same time. *\$30 per person to dual registrants is available in clubs only*) and receive: Unlimited access to 25 boot camps; Exclusive YouCoach Personal Training Special; Exclusive challenge related education & content; Access to YouCoach Trainer for tips, motivation and advice for achieving goals.
- 2) During the Initial Weigh In Phase, visit your Youfit Health Club during its regular business hours to complete one (1) initial weigh in and photograph by a Youfit Employee (“Initial Weigh In”). Your Registration and Initial Weigh In must be completed between the beginnings of regular business hours on February 25, 2019 through the end of regular business hours on March 3, 2019.
- 3) During the Final Weigh In Phase, visit your Youfit Health Club during its regular business hours to complete one (1) final weigh in and photograph by a Youfit Employee (“Final Weigh In”). **Your**

Final Weigh In must occur between the start of regular business hour on April 27, 2019 through the end of regular business hours on May 3, 2019.

Your Registration, Initial Weigh In and Final Weigh In will be collectively referred to as your contest entry ("Contest Entry"). Your Contest Entry need not include any reference, positive or negative, to Sponsor's products or services.

Restrictions:

- Entrant must remove all footwear, hats, coats or other outerwear or unnecessary items, as determined by Sponsor in its sole discretion, prior to each Weigh In.
- Entrant must empty all pockets prior to each Weigh In.
- Entrant must wear substantially-equivalent clothing for his/her Initial Weigh In and Final Weigh In.
- Entrant must not engage in any unsportsmanlike behaviors, as determined by Sponsor in its sole discretion.
- Entrant must not be pregnant at any time during the Contest.
- Any weight loss due to having a baby during the Contest will not be eligible.
- Entrant shall not use any artificial or inappropriate means of weight loss, including but not limited to liposuction, weight loss surgery or other similar procedures, during the Contest.
- Entrant must not engage in bingeing, purging, excessive hydration or dehydration or use of diuretics, unless such diuretics are prescribed by a doctor for a medical condition, during the Contest.

Limit: Each entrant may participate only once during the Contest Period. Attempts by any person to participate in excess of the stated limit will be void. In the event of a dispute as to any Contest Entry, the authorized account holder of the email address used to register will be deemed to be the entrant and must comply with these Official Rules. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each entrant may be required to show proof of being an authorized account holder. Released Parties (as defined in Section 10, below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed, or misdirected Contest Entries; all of which will be void.

6. Sponsor's Use of Contest Entries: Submitting a Contest Entry constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Contest Entry in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Contest Entry.

7. Winner Determination: Winners will be determined according to the process set forth below.

Individual Winners: A panel of qualified judges, determined by Sponsor in its sole discretion, will select the three (3) top male and three (3) top female national entrants and the one (1) top male and one (1) top female entrant for each participating Youfit Health Club based on their percentage of weight loss from Initial Weigh In to Final Weigh In. Percentage will be calculated to the hundredths place.

Subject to the entrants' compliance with these Official Rules, the male entrant and female entrant who achieve the highest percentage of weight loss amongst all participating Youfit Health Clubs will be the potential National Grand Prize Winners. The two (2) male entrants and the two (2) female entrants who achieved the next highest percentage of weight loss amongst all participating Youfit Health Clubs, respectively, are the potential National Second Prize and Third Prize winners. The male entrant and female entrant who achieved the highest percentage of weight loss at each participating Youfit Health Club will be the potential Individual Club Grand Prize Winners. In the event of a tie, the entrant who had the highest number of check-ins at Youfit Health Clubs in the time period between entrant's Initial Weigh In and Final Weigh In, as determined by the qualified judges in their sole discretion, will be deemed the applicable potential winner from amongst the tied entrants.

8. Winner Requirements: Potential winners will be notified by email on or around 90 business days from final weigh in, May 3, 2019. Each potential National Grand Prize, National Second Prize, National Third Prize and Individual Club Grand Prize winner (parent/legal guardian if a minor in his/her state of residence) will be required to sign and return a Declaration of Compliance, Liability Waiver and, where not prohibited, a Publicity Release ("Declaration"), which must be received by Sponsor within seven (7) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner cannot be contacted, fails to execute and return the Declaration or provide any other requested information within the required time period, does not comply with these Official Rules, or if prize is returned as undeliverable, potential winner forfeits the prize. If a potential winner is disqualified for any reason, the prize may be awarded to a runner-up, if any, in Sponsor's sole discretion. Only three (3) alternate winners may be determined, after which the applicable prize will remain un-awarded.

9. Prizes:

TWO (2) NATIONAL GRAND (FIRST) PRIZES (One (1) awarded to the male winner and one (1) to the female winner): \$3,000. Approximate Retail Value ("ARV"): \$3,000 each.

TWO (2) NATIONAL SECOND PRIZES (One (1) awarded to the male winner and one (1) to the female winner): \$1,000. ARV: \$1,000 each.

TWO (2) NATIONAL THIRD PRIZES (One (1) awarded to the male winner and one (1) to the female winner): \$500. ARV: \$500 each.

TWO HUNDRED SIXTEEN (216) CLUB GRAND PRIZES (One (1) awarded to the male winner and one (1) to the female winner at each of the One Hundred Nine (108) participating Clubs): One (1) Year Free Lime Card Membership plus one (4) YouCoach Session for one (1) year. ARV: \$533 Each.

Terms and conditions of membership, coaching sessions, and gift cards apply. Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize (or a component thereof) for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Limit: One (1) National Prize, and one (1) Club Grand Prize. Prizes will be fulfilled 10-12 weeks after winner confirmation.

10. Release: Each entrant agrees to release and hold harmless the Sponsor, and their respective parent companies, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, illness, disability, death, or damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of any prize.

11. Publicity: Acceptance of any prize shall constitute and signify each winner's agreement and consent that Sponsor and its designees may use the winner's name, city, state, likeness, photo, Contest Entry information, and/or prize information in connection with the Contest for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

12. Ownership of Contest Entry: Each winner shall irrevocably grant, transfer, convey and assign to Sponsor the entirety of the rights in and to the Contest Entry and all renewals and extensions of copyright, and the right to secure copyright registrations thereto in perpetuity including, without limitation, the rights to use the Contest Entry for any and all purposes in any and all media whether now known or hereafter developed, on a worldwide basis, in perpetuity. Each winner accepts and acknowledges that Sponsor shall not be obligated to use the Contest Entry and that Sponsor in its sole discretion shall have the right to refrain from using the Contest Entry. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. Each winner will indemnify Sponsor, Released Parties, and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms.

13. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine the winners from among all non-suspect, eligible Contest Entries received up to time of such action using the judging procedure outlined above. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the entry or Weigh In process or the operation of the Contest or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated Contest Entries. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) 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.

14. Limitations of Liability: Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in scales, phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry or Weigh In process or the Contest; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the uploading, the processing or judging of Contest Entries, the announcement of the prizes or in any Contest-related materials; (5) late, lost, undeliverable, damaged or stolen Contest Entries; or (6) 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 Contest or receipt or use or misuse of any prize. Released Parties are not responsible for misdirected or undeliverable Contest Entries or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for any unauthorized third-party use of any Contest Entry.

15. Disputes: Except where prohibited, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, in Broward County, Florida; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives 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 the rights and obligations of the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Florida without giving effect to any choice of law or conflict of law rules (whether of the State of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Florida.

16. Entrant's Personal Information: Information collected from entrant is subject to Sponsor's Privacy Policy <http://www.youfit.com/privacy-policy>.

17. Winner List: For a winner list, visit www.youfit.com/countdowntochange. The winner list will be posted after winner confirmation is complete.