

## **Summer Shape Up 2019 Rules, Regulations and Eligibility**

**1. Contest Participation:** The Summer Shape Up Challenge is open to anyone. Participants under 18 years of age must have parental approval to submit photo content for entry and to be eligible to receive giveaway prizes. The submission deadline (September 8, 2019, 11:59 am pst). Employees of Love Sweat Fitness, contest sponsors and their respective officers, directors, agents, parents, subsidiaries, franchisees, advertising or promotion agencies, affiliated entities, immediate families or household members are not eligible to receive prizes. Void wherever prohibited or restricted by law. Contest is subject to all federal, state and local laws and regulations and shall be governed by California law. By entering the Giveaway, entrants: (i) agree to accept and be bound by all terms of these Official Rules and Regulations, and (ii) agree that California courts have jurisdiction over any dispute or litigation arising from or relating to the Contest.

**2. How to Enter:** Love Sweat Fitness will Conduct a worldwide contest titled 'Summer Shape Up' from July 8, 2019 ("contest start date") through September 1, 2019 ("contest end date"). To enter, participants must submit written responses via Google Form to Love Sweat Fitness. Submissions must include their name, location, email address and date of birth. Photos are also required and before/after photos are preferred. Each entry must be submitted in the name of an individual person and the prize will only be awarded to the person whose name is on the winning Entry, regardless of e-mail account ownership or other circumstances. **Limit one (1) Entry per person.** All duplicate Entries shall be deemed void. All Entries will become the property of Love Sweat Fitness and will not be acknowledged or returned. No mechanical reproductions, mailed Entries, facsimiles, mass submissions, or submissions generated by a script or macro will be accepted by Love Sweat Fitness and all such Entries will be deemed void. Love Sweat Fitness is not responsible for misdirected, inaccurate, incomplete, lost, late, delayed, undelivered, damaged or illegible Entries, and all such Entries will be deemed void. Love Sweat Fitness is also not responsible for technical, hardware, or software failures of any kind, or other errors or problems which may occur in connection with or

relating to the Contest, whether computer, network, technical, mechanical, typographical, human or otherwise, including, without limitation, errors or problems which may occur in connection with the administration of the Giveaway, the processing of Entries, the announcement of the prizes, in any Contest-related materials or that may limit prize fulfillment or a participant's ability to enter the Giveaway. False or deceptive Entries or acts will render the participant ineligible and Love Sweat Fitness reserves the right to disqualify any participant who attempts to undermine the legitimate operation of the Contest by tampering with any Website mechanism, acting in a disruptive manner or violating these Official Rules. Any attempt by an individual to deliberately damage or undermine the legitimate operation of the Contest may be in violation of criminal and civil laws. Should such an attempt be made, Love Sweat Fitness reserves the right to seek remedies and damages (including attorneys' fees) from any such participant to the fullest extent of the law, including criminal prosecution.

**3.HOW TO WIN:** 1 Grand Prize Winner and 2 Runner Ups will be selected based on their participation throughout the challenge and transformation stories/photos, from all eligible Entries received between the start of submission period and the contest end date. Entries selected to win will be judged entirely at the discretion of Love Sweat Fitness. By submitting any photos or other information to Love Sweat Fitness, you hereby grant to Love Sweat Fitness and its affiliates, subsidiaries, licensees and assigns, an irrevocable, perpetual and royalty-free right to use, reproduce, edit, display, transmit, prepare derivative works of, modify, publish and otherwise make use of the submitted photo or other information in any and all media, whether now known or hereinafter created, throughout the world and for any purpose. In addition to other things, the rights granted to Love Sweat Fitness includes but is not limited to the right to resize, crop, censor, compress, edit, feature, caption, affix logos to, and to otherwise alter or make use of the submitted photo. By submitting any photo or information to Love Sweat Fitness, you hereby represent and warrant that the submitted photo or information does not and shall not infringe on any copyright, any rights of privacy or publicity of any person, or any other right of any third party, and you have the right to grant any and all rights and licenses granted to Love Sweat Fitness herein,

including but not limited to all necessary rights under copyright, free and clear of any claims or encumbrances. Participants acknowledge and agree that Love Sweat Fitness shall have no obligation to post, display or otherwise make publicly available any photo or information submitted by you, and may, in its sole and unfettered discretion, remove, edit, modify or delete any photo, photo or information that Participant may have submitted to Love Sweat Fitness. Participants understand and intend that any photo or information submitted to Love Sweat Fitness may be available for viewing, rating, review and comment on by the public, and understand that comments or ratings with which participant disagrees or is unhappy with may be published or otherwise become associated with any photo or information participant submits to Love Sweat Fitness. By submitting any photo or information to Love Sweat Fitness, participant waives any privacy expectations that he or she may have with respect to any such photo or information submitted by participants to Love Sweat Fitness. Participants agree to hold Love Sweat Fitness and its affiliates, subsidiaries, licensees sponsors and assigns harmless from and against, and waive any right to pursue, any claims of any nature arising in connection with the inclusion in, publication via or display on any Love Sweat Fitness, or any other use authorized under these Terms, of any photo or information submitted to Love Sweat Fitness. The decisions of Love Sweat Fitness will be final and binding on all participants in all matters related to the Contest. Winner will be notified by Love Sweat Fitness on or before September 16 via Instagram or e-mail address provided on his or her Official Entry. Winner must reply within five business (5) days of notification either via email, or else an alternate winner will be selected.

4. **PRIZES:** One (3) Winners will receive the trip for themselves (must be at least 18 years of age at time of trip) to California (dates TBD). The Trip shall include the following, all selected by Love Sweat Fitness in its sole discretion: (i) round-trip, coach class air transportation (including taxes and not more than one layover) for Winner from the major airport nearest the Winner's residence to Los Angeles / Orange County, California, (ii) hotel accommodations (one room), including room taxes, for two consecutive nights at Pasea Hotel, (iii) ground transportation and to and from all events that are part of the Grand Prize. (ix) Prizes from Kopari, Saje, Vital Proteins and more. Complete List of

prizes and schedule of events to be announced upon arrival. TOTAL ARV OF PRIZE: . No substitutions, partial acceptance, transfer of prizes or cash redemptions permitted by Winner. ARV of prize may vary based upon Winner's city of residence. Any difference between stated value and actual value will not be awarded. Love Sweat Fitness reserves the right to substitute a prize of equal or comparable value in the event a described prize or any portion thereof is unavailable for any reason whatsoever. Winner is solely responsible for all expenses not provided by Love Sweat Fitness, including meals, incidentals, tips, gratuities, souvenirs, dry cleaning, laundry, additional ground transportation, baggage charges, additional spa treatments or other personal expenses or charges incurred during the Trip. All travel arrangements must be made through Love Sweat Fitness's agent on a carrier of Love Sweat Fitness's choice. Airline carrier's regulations and conditions apply. Trip may not be combined with any other offer and travel will not qualify for frequent flyer miles. Certain restrictions may apply and no refunds or credit for changes are allowed. Winner is solely responsible for obtaining all necessary travel documents (eg: photo ID) prior to travel. Travel arrangements (including seat selection) are subject to availability and confirmation of reservations. Trip must be taken on the dates specified by Love Sweat Fitness or else it shall be forfeited in its entirety and Love Sweat Fitness shall have no further obligation to Winner. **Winner is solely responsible for the reporting and payment of all federal, state and local taxes incurred by acceptance and use of the prize (or any portion thereof), if applicable.** All prize details are at Sponsor's discretion.

**5. GENERAL RULES AND REGULATIONS:** By entering this Contest, participants: (i) agree to be bound by the decisions of Love Sweat Fitness which are final and binding in all matters, (ii) grant Love Sweat Fitness and Prize Sponsors permission, unless prohibited by law, to use their names, cities and states of residence, voices, pictures, biographical information and likenesses, without compensation, notification or permission, for the purpose of advertising and publicity in any and all manner or media, now or hereafter known, throughout the world in perpetuity. In order to claim the prize, Winner: (i) must meet all eligibility requirements, (ii) may be required to produce proof of identity, address and birth date, and (iii) must execute and return certain

winner documents (as applicable), including an affidavit of eligibility, tax acknowledgment form, liability release and, except where prohibited by law, use of name and likeness releases. Such documents must be completed in full and returned within five business (5) days of issuance either via facsimile or US registered mail. Failure to do so or if: (i) any prize or prize notification is returned as undeliverable, (ii) Winner or Runner Up declines his or her prize, or (iii) a potential Winner or Runner Up is determined to be ineligible for any reason, will result in disqualification of such Winner or Runner Up and an alternate winner may be selected at Love Sweat Fitness's sole discretion. Love Sweat Fitness will use reasonable efforts to pick an alternate winner but in the event an alternate winner cannot be determined, the prize will not be awarded. Love Sweat Fitness, prize sponsors and their respective officers, directors, agents, parents, subsidiaries, franchisees, advertising or promotion agencies, prize providers, affiliated entities and their designees (collectively, the "Released Parties") expressly disclaim any responsibility and participants agree to hold the Released Parties harmless from liability for any injury, disability or loss to any person or property (including allergic reactions and/or death) relating to participation in this Contest (including the manner in which the Winner and Runner Ups are selected and confirmed), the delivery and/or subsequent acceptance, use or misuse of any of the prizes or services awarded (including any travel or activity related thereto) and claims based on copyright, trademark, publicity rights, defamation, or invasion of privacy. The Released Parties are not responsible for: (i) any loss (financial or otherwise), liability, injury (including death) or damage to persons or property which may be caused directly or indirectly, in whole or in part, by the redemption of, use or misuse of any prize items or services provided, or (ii) any loss (financial or otherwise), injury or damage to persons or property which may be caused directly or indirectly, in whole or in part, from downloading any material from the Website, regardless of whether the material was prepared by Love Sweat Fitness or a third party, and regardless of whether the material is connected to the Website by a hypertext link. The Released Parties further assume no liability either for the cancellation, modification or premature conclusion of the Sweepstakes for any reason or through the acts or defaults of any company

or person providing any prize. All such losses or expenses must be borne by the affected participants and/or Winner

6. **OFFICIAL RULES AND/OR WINNER'S LIST REQUESTS:** For a copy of the Official Rules and/or the Winner's name, either email [contact@lovesweatfitness.com](mailto:contact@lovesweatfitness.com).

7. **SPONSOR:** This Contest is managed only by Love Sweat Fitness.