



1% Fitness Weight Loss Challenge Official Rules 2023

1. **ENTRY AND ELIGIBILITY TO WIN** – The 6-week 2023 1% Fitness Challenge (the “Challenge”) runs from January 2nd – February 16th, 2023. To enter the Challenge, you must complete either the pre-registration (November 7th, 2022 to December 26th, 2022) or regular registration (December 27th 2022 to January 1st, 2023) at the 1% Fitness Website (www.1percentfit.com) or we can help at our physical location at 305 S 850 E Unit 101A Lehi UT 84043(the “Participating Location”) between November 7th – December 29th, 2022. You must physically be present at the participating location where you will complete a weigh-in and a weigh-out as designated herein. The Challenge is open to all legal residents in the United States who have obtained the age of 18 by January 2nd, 2023. Employees of 1% Fitness or its subsidiaries and affiliates are not eligible to register or win. The Challenge is void where prohibited by law.
2. **Weigh-in Body Composition Measurement Requirements-** You must complete two (3) calculations – a beginning, mid-point, and final weigh out at 1% Fitness in the manner prescribed herein to be eligible for winning either Challenge Category. You must complete one initial, mid-point, and final Measurement to show your percent body fat and muscle mass change over the Challenge. You may reserve a time for an initial Measurement during Weigh-In Week with a staff member at 1% Fitness or arrive during our normal business where you check in to be eligible to win prizes.
3. **2023 1% Fitness Challenge Judging and Winners** – Final weigh-out entries may be submitted between February 13th -16th, 2023 at 1% Fitness where you checked in to be eligible to win Prizes. Entries will be judged by a panel of judges based on overall body fat percentage lost from weigh-in to weigh-out, as well as the increase of muscle mass. The score will be determined by a predetermined calculation of the change and reduction of Body Fat as well as Muscle gained as shown on the Inbody results sheet. The measurements used for the winning calculation are those shown on the Inbody measurement sheet. To Level the playing field all final scores will be divided by the challengers beginning weight. The top male and top female finalists will be notified by the information provided on the Terms and Conditions provided at check-in on or about February 22,2023. The results are the property of 1% Fitness and will not be shared. The male and female winners of the 2023 1% Fitness Challenge and runners-up will be

announced on or about February 22nd, 2023. In the event of a tie, 1% Fitness will determine the appropriate tie-breaking mechanism.

4. Prizes/Approximate Retail Value (ARV) –
 1. Grand Prize – Two (2) First Place Grand Prize (1 Male and 1 Female): \$5,000.
 2. Two (2) Second Prize (1 Male and 1 Female) 3-weeks Subscription \$650
 3. Two (2) Third Prize (1 Male and 1 Female) 1-week Subscription \$170
2. Additional Prize Details and Restrictions – Prizes are non-transferable. Taxes are the sole responsibility of each winner. Prize winners(s) will also be required to execute an Affidavit of Publicity Release and a W-9 (if applicable) and claim prize within fourteen (14) days of notification or Prize will be forfeited and an alternate winner may be chosen. Unclaimed prizes may not be awarded in the event: (a) potential winner cannot be reached for whatsoever reason after a responsible effort has been exerted based on the information stated in the entry form, (B) of noncompliance with the above or within any of the aforesaid time periods, (c) potential winner is found to be ineligible to enter the Challenge or receive the Prize, (d) potential winner cannot or does not comply with the Official Rules. (e) potential winner's prize notification or Affidavit is returned as undeliverable for whatever reason, or (f) potential winner shall be disqualified from the Challenge and an alternate potential winner may be selected, at Participating Locations sole discretion, from among the other eligible entries received.
3. Assumption of Risk, Waiver of Liability, and Indemnification- By Participating in the Challenge, you agree to forever and irrevocably release, discharge and hold harmless the Challenge Parties, with the respective parents, officers, directors, employees, representative, agents, shareholders, successors and assigns of each (aforementioned individuals and organizations collectively, the "Release Parties") from and against any claim or cause of action arising out of participation in the Promotion or receipt or use/misuse of any prize, including, but not limited to: (a) unauthorized human intervention in the Challenge; (b) technical errors to computers, servers, software, or telephone or network lines: (c) printing errors or any errors made in the advertisement of the Challenge: (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in administration of the Challenge, the processing of entries or prize claims, or the announcement of prizes: (f) 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 challenge or receipt of any prize; or (g) any condition cause by events beyond the control of the Sponsor that may cause the Challenge to be disrupted or corrupted. You further agree that in any cause of action, the Released parties' liability will be limited to the cost of entering and participating in the Challenge, and in no event shall the Released Parties be liable for attorney's fees. You hereby waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. Release Parties expressly disclaim any responsibility or liability for injury or loss to any person or property resulting from the Challenge or relating to the delivery and/or subsequent use of misuse of any prizes awarded. Without limiting the foregoing, the Challenge, all prizes, and all materials are provided "as is" without warranty of any

kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

4. No Guaranty of Weight Loss – Individual weight loss results vary and participation in the Challenge does not guarantee weight loss. Factors such as diet and genetic makeup, overall health, or physiological differences may influence weight loss. Please consult with your physician before beginning any new nutrition or exercise program.
5. Publicity – By participating in the Challenge, you grant to Sponsor and its affiliated companies the right, except where prohibited by law, to use your name, likeness picture, address (city and state), voice, biographical information, entry and written or oral statements, for advertising and promotional purposes in promoting or publicizing the Challenge, Sponsor, its affiliated companies, and the products or services of each, in any and all media without limitation as to time or territory, without compensation unless required by law. You shall have no right of approval, no claim to compensation, and no claim (including, without limitation, claims based on invasion of privacy, defamation, or right to publicity) arising out of any use, blurring, alteration or use in composite form of your name, picture, likeness, address (city and state), biographical information, or entry.
6. General – No entrant shall use any artificial or inappropriate means of weight loss or alteration in body composition in order to win the Challenge including but not limited to liposuction, weight loss surgery or other similar procedures. All interpretations of these Official Rules shall be made by Participating locations, whose decisions and interpretations shall be final and binding. Participating Locations reserves the right to cancel, terminate or suspend this Challenge or any part of this Challenge for any reason. Participating locations reserves the right to cancel, terminate or suspend this Challenge or any part of this Challenge for any reason. Participating locations reserves the right, at its sole discretion, to disqualify any individual it reasonably suspects or believes to be tampering with the entry process, any part of the Challenge itself, of the award Mechanism by any means or suspected to be acting in violation of these Official Rules or any other term or condition of the Challenge set by Participating Location. If Participating Locations reserves the right to void the entries at issue, and/or terminate the relevant portion of the Challenge, including the entire Challenge, and/or modify the Challenge. Participating Location shall not be responsible for lost, incomplete or late entries, weigh-ins/body composition measurements or for any entries or weigh-ins/composition measurements that are not received by Participating Location by the applicable deadline for any reason whatsoever.
7. Sponsor and Winner List – The Sponsor is 1 Percent Fitness, LLC. To receive notification of the Challenge winner, please submit your request in writing by February 23rd, 2023 to 305 S 850 E Unit 101A, Lehi, Utah, 84043. Attn: 2023 1% Fitness Challenge