



**1% Percent Fitness 2023**  
**6 Week Transformation Challenge**  
**Terms and Conditions**

**Payments – Participants**

1. To reserve your spot on the challenge, you must either, pre-register with a \$50 non-refundable deposit on or before December 26<sup>th</sup>, 2022 or pay a non-refundable deposit of \$100 on or before January 1<sup>st</sup>, 2023.
2. All meal plans must be started between January 2<sup>nd</sup> – 6<sup>th</sup>, 2023.
3. If you are splitting your weekly subscriptions payments, the entrance fee must be paid before the start of the competition.
4. Once confirmed as a participant on the Challenge, by payment of your non-refundable deposit, you are obliged to complete payments for the six weeks of meals from 1% Fitness. 1% Fitness will not accept any liability should you not continue your weekly purchase or not complete the six-week challenge.
5. All participants must come in to the 1% Fitness location and complete a total of 3 in body scans during the challenge within the dates listed below:
  1. Beginning (January 2<sup>nd</sup> – 5<sup>th</sup>, 2023)
  2. Mid-point (January 23<sup>rd</sup> – 26<sup>th</sup>, 2023)
  3. Final (February 13<sup>th</sup> -16<sup>th</sup>, 2023).
6. There will be no refunds or catch-ups for any paused subscriptions during the six-week challenge.
7. There will be no refunds due to illness or injury, or for any reason within or outside of your control.
8. There will be a scholarship awarded to 2 participants that will not have to pay for the six weeks of meals or entrance fee, in order to be compliant with state statute.

## **Transformation Challenge Prizes**

1. To be eligible to win you must comply with these terms and conditions
2. To be eligible to win you must attend the starting, mid-point, and final checkout process. This process includes inbody measurements as well as progress photos.
3. To be eligible to win you must participate by selecting a weekly subscription of meals from 1% Fitness Kitchen for a total of 6 consecutive weeks between the dates of January 2<sup>nd</sup> – February 9<sup>th</sup>, 2023.
4. Weigh-in and In-Body Scan measurements time are fixed and non-transferable
  1. January 2<sup>nd</sup> – 5<sup>th</sup>, 2023 Weigh in
  2. January 23<sup>rd</sup> – 26<sup>th</sup>, 2023 Mid-point Weigh in
  3. February 13<sup>th</sup> -16<sup>th</sup>, 2023 Weigh out
2. The first-place winner of the Challenge 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.
3. The winner will be named after all the results are collected and collated. The results are final, and no correspondence will be entered.
4. Any and all fees paid in relation to the Challenge are non-refundable. 1% Fitness takes no responsibility for participants not following their food program, and or exercise regimen.
5. At any time 1% Fitness may alter the terms of the prizes.

## **No Guaranty of Weight Loss**

We do not guarantee that by completing this program you will lose weight. 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

## **Losing Weight Safely**

How much weight you lose will be related to your dedication to the change. Whether you keep your weight at your desired level after the program will be a product of how well you adopt the eating habits and techniques taught to you by your own research, the help of the staff at 1% Fitness and personal trainers you may or may not choose to hire during the challenge. During the challenge feel free to reach out to the staff at 1% Fitness to make recommendations as to how maximize our fit program or for advice on where to work out and potential trainers' advice.

## **Promotional and Marketing**

All participants agree to allow 1% Fitness to use photographs and or video clips of participants "before's and after's", work out sessions or consulting sessions in which faces of themselves may be displayed, for promotional purposes. All participants agree to allow 1% to use verbal or video testimonials for promotional purposes.

Important note: Please rest assured that 1% Fitness will consider religious or ethical traditions and beliefs when selecting photos or video clips. In addition, we will choose only photographs or video that show participants and the 1% building in their best possible light.

**Waiver and Release Statement** (to be agreed upon by all participants)

In consideration of the acceptance of my entry to this challenge. I hereby agree the exclusion of liability to 1% Fitness, the company employees, staff, contractors and third parties with an association to 1% Fitness and this challenge (whether intended or not) or any individuals, from all claims for injuries and/or damage however caused (whether fatal or otherwise) I may suffer out of participation in this challenge. I also release and forever discharge the above groups from all actions, suits, proceedings, claims, demands, losses, damages, penalties, and fines however arising (Including negligence). I intend partaking in this challenge entirely at my own risk. All Participants will sign a waiver and release statement.