

MAKE HEALTHY HAPPEN SWEEPSTAKES
SPONSORED BY FITNOW d/b/a LOSE IT!
("Promotion")

Official Sweepstakes Rules

By entering this Promotion, the entrant ("Entrant") agrees to be bound by these Official Rules and to accept as final all winners selected by FitNow d/b/a Lose It! ("Sponsor")

1. **Eligibility:** NO PURCHASE NECESSARY. A purchase will not improve chances of winning. Open to persons eighteen (18) years of age or older who are residents of the continental United States, excluding New York and Florida. Sponsor's employees and their immediate family and household members are not eligible to enter. All federal, state, and local laws and regulations apply. VOID WHERE PROHIBITED.

2. **How to Enter:**

A. General Terms. Follow all instructions in these Official Rules; otherwise entry may be disqualified. Enter by visiting <http://makehealthyhappen.loseit.com> and complete, register for and submit an official sign-up form for entry into the challenge. Limit one entry per person during each Weekly Sweepstakes Period (as defined in the chart below). To be eligible for each weekly prize, participants must meet a weekly points threshold of 75 points per week. Duplicate entries will be voided. The Sweepstakes starts at 12:01 A.M. Eastern Standard Time (EST) on December 10, 2014 and ends at 11:59 P.M. EST on January 30, 2015 ("Promotion Period"). The Promotion consists of four (4) weekly sweepstakes drawings (each a "Weekly Sweepstakes") starting and ending at the times and dates listed in the table below and one (1) Grand Prize Sweepstakes.

B. Weekly Sweepstakes. Each Weekly Sweepstakes will start and end at the times and dates listed in the table below. Entries from one Weekly Sweepstakes will not be carried forward to a subsequent Weekly Sweepstakes; however, all Weekly Sweepstakes entries will be entered into the Grand Prize Sweepstakes.

Weekly Sweepstakes Period	Start Date (as of 12:01 A.M. EST that day)	End Date (as of 11:59 P.M. EST that day)	Drawing Date	Notification Date
Week 1	01/05/15	01/11/15	01/12/15	01/17/15
Week 2	01/12/15	01/18/15	01/19/15	01/24/15
Week 3	01/19/15	01/25/15	01/26/15	01/31/15
Week 4	01/26/15	01/29/15	01/30/15	02/4/15

C. Grand Prize: All Weekly Sweepstakes entries will be entered into the Grand Prize Sweepstakes.

3. Selection of Winner and Odds of Winning:

A. Weekly Winner. Beginning on January 12, 2015, Sponsor will select, by random drawing, five (5) winners (“Weekly Winners”) on every Monday of each week during the Promotion Period. Odds of winning depend on total number of qualified entries received during the each Weekly Sweepstakes Period. Each Weekly Winner will be notified by email no later than five (5) days following the drawing.

B. Grand Prize Winner. Sponsor will select, by random drawing, one (1) Grand Prize winner on or before February 9, 2015. The Grand Prize winner will be notified by email no later than five (5) days following the Grand Prize winner drawing. Odds of winning depend on total number of qualified entries received during the Promotion Period.

C. Grand Prize Alternate. An alternate Grand Prize Winner will be selected at random if notification is returned as undeliverable or if a prize is unclaimed after the fourteenth (14th) day following the first attempted notification. If Sponsor is unable to notify either a winner or an alternate winner as set forth herein, then Sponsor, at its sole discretion, may choose to end the Grand Prize Sweepstakes with no winner.

4. Prizes:

A. Weekly Winner Prize. Each Week five (5) participants will win one of five (5) Amazon.com \$50.00 gift cards. The approximate value of each gift card is is fifty dollars and zero cents (\$50.00).

B. Grand Prizes. By entering a Weekly Sweepstakes, each participant is eligible to win the following grand prizes:

- a. One (1) grand prize trip for two (2) including three (3) night accommodations at Club Med Cancun Yucatan. One (1) airfare voucher, valid for up to \$500 per person (\$1,000 total. Luxurious amenities, including fine dining, all-day snacks, unlimited alcoholic and non-alcoholic beverages, non-motorized water-sports (sailing, snorkeling, etc.), land sports (golf, tennis, trapeze, etc.), nightly entertainment Club Med Spa by Comfort Zone treatment for two (2). (ARV: \$3,000.)

Prizes are subject to availability, blackout dates, and expiration dates

- b. One (1) NordicTrack Elite 9700 Pro treadmill. ARV: \$2,500 with shipping, delivery and assembly provided to a winner in the Continental United States.

Actual value of the Grand Prize may vary based on airfare fluctuations and distance between departure and destination. Grand Prize Winner will not receive the difference between actual value and ARV. Trip must be booked at least twenty-one (21) days prior to departure. Trip subject to availability and blackout dates (including without limitation, the weeks of Easter, Christmas, New Years' Memorial Day and Thanksgiving). Travel must be round-trip. Sponsor will determine airline, and flight itinerary in its sole discretion. No refund or compensation will be made by Sponsor in the event of the cancellation or delay of any flight. Travel and accommodations are subject to availability. Travel is subject to the terms and conditions set forth in this Promotion, and those set forth by the Sponsor's airline carrier, as detailed in the passenger ticket contracts. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, passenger tariffs or duties, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of the Grand Prize Winner. Travel package does not include transportation to the location of air travel departure, gratuities, bar, and beverage charges or items of a personal nature. Travel companion must travel on same itinerary and at the same time as the Grand Prize Winner. Travel companion must execute liability/publicity releases prior to issuance of travel documents. Travel restrictions, conditions and limitations may apply. Grand Prize Winner and travel companion are solely responsible for obtaining valid passports and any other documents necessary for international travel. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates.

- C. Sponsor reserves the right to substitute any prizes or portions thereof of a prize if the prize (or portion thereof) cannot be awarded as described. Sponsor will determine all elements of all prizes in its sole discretion. Details of the prizes may change, based on availability. Prizes may not be assigned, transferred, changed, or redeemed for cash. Prizes are awarded "as is" with no warranty or guarantee, express or implied. If prizes are not used within one year of awarding, the prizes may expire.
- D. Sponsor disclaims all and any liability for the actual provision, quality, or nature of any third party product or service accepted by any winner. Sponsor is not liable for injuries, losses, or damages of any kind arising from participation in this Sweepstakes and use of the Prizes.
- E. The awarding of any Prize is contingent on full compliance with these Official Rules. If any winner is found to have violated the Official Rules or otherwise

does not meet eligibility criteria, that winner will forfeit his/her Prize and the Prize may be awarded to an alternate winner.

- F. Sponsor is not responsible for any typographical or other errors in the printing of the offer, administration of the contest, or in the announcement of the Prizes. Winners are responsible for all taxes, gratuities, and fees associated with prize receipt and/or use. Any portion of the Prize not used will be forfeited.

5. **Conditions of Entry:**

- A. Entrants agree to abide by these Official Rules and the decisions of the Sponsor, which are final and binding on all matters pertaining to this Sweepstakes.
- B. Except where prohibited by law, entry constitutes permission to use the any winner's entry, name, hometown, voice, likeness, photograph, and any statements regarding the Sweepstakes for editorial, public relations, promotional, and advertising purposes without compensation to the winner.
- C. Sponsor reserves the right, in its sole discretion, to reject, disqualify, or modify any entries, to verify any element of any entry or related materials, and to disqualify any entrant whose participation may subject the Sweepstakes, Sponsor, or Sponsor's advertisers, clients or customers to controversy, negative publicity, scorn, and/or ridicule.
- D. Sponsor assumes no responsibility for lost, misdirected, damaged, incomplete, incorrect, altered, or illegible entries.
- E. Sponsor is not responsible for, and will not be liable for, any problems connected with the Internet portion of the Sweepstakes, including (i) technical failures of any kind, including but not limited to the malfunctioning of any cable, computer, network, satellite, server, system, telephone line, or electronic or internet hardware or software; (ii) any telephone, service provider, internet, website, or usenet inaccessibility or unavailability; (iii) unauthorized human intervention in any part of the entry process or the Sweepstakes; (iv) typographical or other errors in the offer or administration of the Sweepstakes, including but not limited to, errors in the advertising, official rules, selection of winners, and distribution of prizes; and (v) garbled or jumbled transmissions, or other electronic errors in the processing of entries or administration of the Sweepstakes. Sponsor reserves the right, in their sole discretion, to suspend or cancel the Sweepstakes at any time if a computer virus, bug, worm, or other technical problem interferes with the administration, security, integrity, or proper play of the contest. In the event of cancellation, Sponsor reserves the right to award the prize to eligible entries received prior to the date of cancellation. Sponsor reserves the right, in its sole discretion, to disqualify any person tampering with the entry process, the operation of the website or otherwise in violation of the rules.

6. Privacy/Publicity Releases:

- A. By entering and providing the required entry information, Entrants acknowledge that the Sponsor may send Entrants information, samples, special offers, or other complementary goods offered by the Sponsor or other companies the Sponsor may carefully select. ENTRANT MAY OPT-OUT OF RECEIVING ANY SUCH INFORMATION, SAMPLES, OR OTHER SPECIAL OFFERS FROM SPONSOR AT ANY TIME. OPTING-OUT WILL NOT AFFECT ENTRANT'S ODDS OF WINNING.
- B. Entrants agree that Sponsor has the right to combine any of the materials supplied by Entrants pursuant to the Sweepstakes with such other material as Sponsor in its sole discretion shall determine, and further agree that Entrants have no right of approval, claim to compensation or benefits claim, including without limitation, claims based upon invasion of privacy, defamation, or right of publicity arising out of any use of names or biographical and/or corporate information.

7. Liability Release:

By entering this sweepstakes, Entrants release Sponsor and its parents, subsidiaries, affiliates, agents, shareholders, officers, and employees from any liability arising from or relating to participation in this Sweepstakes, including but not limited to, any and all claims, injury, damages, expenses, demands or liabilities arising out of, whether directly or indirectly, in whole or in part, or in connection with the participation of the entrant in this Sweepstakes and/or the use or misuse of any Prize, or participation in any Sweepstakes-related activity.

8. Dispute Resolution:

Except where prohibited, by participating in the Sweepstakes, entrants agree that: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participants and Sponsor and its agents shall be governed by and construed exclusively in accordance with the laws of the Commonwealth of Massachusetts without giving effect to any principles of conflicts of law of any jurisdiction. Entrant agrees that any action at law or in equity arising out of or relating to this Sweepstakes, or awarding of the Prizes, shall be filed only in the state or federal courts located in the Commonwealth of Massachusetts and Entrant hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action. Except where prohibited, by participating in this Sweepstakes, entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes, or awarding of the Prizes, shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Sweepstakes but in no event attorneys' fees; and (c) under no circumstances will any entrant be permitted to obtain awards for, and hereby waives all rights to claim,

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.