

# The 15 Day 25k Contest - 2022

## The rules set forth in this document will govern The 15 Day 25k Contest (the “Official Rules”)

**No Purchase Necessary. A Purchase Will Not Increase Your Chances of Winning.**

**Sponsored by Total Life Changes, LLC, 6094 Corporate Drive, Fair Haven, Michigan 48023 (“Sponsor”)**

1. **Eligibility.** Sponsor’s “The 15 Day 25k Contest” (the “Contest”) is open only to individuals who are legal residents of the fifty (50) United States (including the District of Columbia), and at least eighteen (18) years of age—or the legal age of majority where they live, whichever is older—at the time of entry (“Participant(s)” or “you”). Sponsor’s employees, as well as the immediate family (spouse, parents, grandparents, siblings, and children, regardless of where they live) and household members of Sponsor’s employees, as well as anyone professionally connected with the Contest (collectively, the “Ineligible Parties”), may not enter or win the Contest. Finalists (as defined in Section 3 below) must attend the gala event (the “15 Day Challenge Gala”) announcing the ultimate winner of the Contest (the “Grand Finale Winner”) which is currently scheduled to take place on November 12, 2022, in Detroit, Michigan. Sponsor reserves the right to verify the eligibility of winners, and winners must comply with all reasonable eligibility inquiries and verification. Participation in the Contest constitutes your full and unconditional agreement to these Official Rules and to Sponsor’s decisions, which are final and binding in all matters related to the Contest, and no correspondence shall be entered into.

2. **Contest Period.** The Contest begins and ends as follows (“Contest Period”):

The Contest begins on July 11, 2022 at 12:00 AM Eastern Standard Time (“EST”) and ends upon the selection of the Grand Finale Winner at the 15 Day Challenge Gala on November 12, 2022 at or around 6:00 PM EST.

The Contest Period is comprised of the following Contest stages which are explained in detail in Section 6 below and begin and end as follows:

- a) **Initial Entry Period.** The "Initial Entry Period," begins on July 11, 2022 at 12:00 AM EST and ends on October 18, 2022 at 3:00 PM EST. During the Initial Entry Period, participants will be able to enter the Contest and submit your Testimonial (defined in Section 3 below).
- b) **Semifinal Entry Period.** The "Semifinal Entry Period" begins on October 18, 2022 at 3:01 PM EST and ends on October 21, 2022 at 3:00 PM EST.
  - i. **Semifinal Voting Period.** The "Semifinal Voting Period" begins on October 21, 2022 at 3:01 PM EST and ends on October 25, 2022 at 3:00 PM EST.
- c) **Grand Finale Entry Period.** The "Grand Finale Entry Period" begins on October 25, 2022 at 3:01 PM EST and ends on November 11, 2022 at 11:59 PM EST.
  - i. **Grand Finale Voting.** The "Grand Finale Voting" takes place at the 15 Day Challenge Gala on November 12, 2022 at or around 6:00 PM EST.

Participants who submit all required submission materials and complete all other requirements herein as determined by Sponsor in accordance with these Official Rules will have entered the Contest, be considered for judging and voting, and be eligible to receive one or more prizes. Entries submitted after the expiration of the Initial Entry Period will not be accepted and thus will not be eligible for review, judging, or voting in the Contest. Sponsor's computer is the official time-keeping device for the Contest.

3. **Contest Description.** Subject to the terms and conditions set forth herein, during the Initial Entry Period, you will have the opportunity to participate in one (1) or multiple 15-day-long health and wellness initiative supported by Sponsor to help transform your body, mindset, and life. You will submit all required Contest information as well as "Day 1" and "Day 15" photographs of yourself to Sponsor, as described below, as well as, if applicable, written and video Testimonials describing how your participation in the Contest helped support your transformation (collectively, "Testimonial" or "Testimonials"). Each week during the Initial Entry Period, Sponsor will review and judge, pursuant to the Initial Entry Period Judging Criteria (as defined below), all timely and valid entries received to determine and select the top three (3) best and most compelling transformation stories for that week ("Weekly Winners"). Sponsor will also select, but not announce, three (3) alternates per week. A total of thirty-six (36) Weekly Winners will be selected during the Initial Entry Period, win prizes as described below, and become eligible to advance to the Semifinal Entry Period. During the Semifinal Entry Period, the Weekly Winners will record and submit a video Testimonial describing their transformation journey and how the Contest has impacted them. At the conclusion of the Semifinal Entry Period, Sponsor will review and judge all valid and timely received video Testimonials pursuant to the Semifinal Judging Criteria (as defined below) and select the ten (10) best and most compelling transformation stories to advance to the Semifinal Voting Period and win prizes as described below. At the conclusion of the Semifinal Voting Period, Sponsor and Sponsor's community/the public will review and vote on all valid and timely received video Testimonials on Sponsor's Facebook page ([facebook.com/tlchqcommunity](https://www.facebook.com/tlchqcommunity)) pursuant to the Semifinal Voting Criteria (as defined below) and select the top three (3) best and most compelling transformation stories for a total of three (3) finalists (each, a "Finalist," and collectively, the "Finalists") to advance to the Grand Finale Voting and win prizes as described below. Grand Finale Voting will take place during the 15 Day Challenge Gala, pursuant to the Grand Finale Judging Criteria (as defined below). A Grand Finale Winner will be selected and the Finalists will win prizes, as described below. Finalists must physically be in attendance at the 15 Day Challenge Gala, which, though subject to change, is scheduled to take place on November 12, 2022 in Detroit, Michigan.

#### 4. **How to Participate.**

##### a. **Full Contest Eligibility requires Participants to:**

i. **Enter the Contest.** To enter the contest and be eligible to win a prize, you must meet all eligibility requirements described herein, create a Contest account on Sponsor's designated Contest website ([www.startmy15.com](http://www.startmy15.com)), and have provided all information required on the Contest entry form including, but not limited to, your current full name, age, gender, email, home address, and telephone number. You must also upload at least one qualifying Day 1 photograph of yourself, as described below, and provide a brief summary describing your goals for the Contest as well as why you decided to enter. It is your responsibility to update your Contest account contact information, as necessary.

You may not enter the Contest if your appearance, fitness, or health transformation is, in whole or in part, is the result of non-medically necessary plastic/cosmetic surgery, liposuction, steroids, human growth hormone, or any unnatural or non-medically necessary method of body enhancement or weight reduction. Any such entries may be disqualified in Sponsor's sole discretion.

Your completion of the entry process will automatically initiate the commencement of your Initial Entry Period and 15 Day Challenge cycle.

You are limited to one (1) entry per 15 Day Challenge cycle. While you are allowed only one entry per 15 Day Challenge cycle, you may participate in multiple 15 Day Challenge cycles throughout the Contest Period. If you participate in multiple 15 Day Challenge cycles during the Contest Period, in order to show your complete transformation, you may include your Day 1 Testimonial photograph(s) from your first 15 Day Challenge cycle and your Day 15 Testimonial from your last 15 Day Challenge cycle, provided, however, only one entry will be considered for each voting stage.

ii. **Complete the Initial Entry Period.** Each day, for fifteen (15) consecutive days from your date of entry, you will complete the contest by drinking an adequate amount of water and moving your body equating to exercise for at least thirty (30) minutes per day. At your option, you may also consume dietary supplements sold by Sponsor including, but not limited to, Sponsor's The 15 Day Challenge Kit. A purchase is not required and will not increase your chances of winning.

iii. **Share Your Testimonial.** Upon completion of your 15 Day Challenge cycle, you will return to your Contest account and share your Testimonial by uploading at least one qualifying Day 15 photograph, as described below, completing a questionnaire at [www.startmy15.com/your-story/](http://www.startmy15.com/your-story/) describing your results, and submitting a brief summary describing your personal Contest experience.

By entering the Contest, completing the Initial Entry Period, and sharing your Testimonial, as detailed above, your Testimonial will become eligible for review and judging as detailed below.

At a minimum, your photograph(s) must show your body from head-to-hip (for clarification, your photographs may show you from head-to-hip or head-to-toe, but in any case, your entire face must be clearly visible in the photograph) in order to be valid, and should be of the best quality possible, as image quality is part of the Judging Criteria, as described below. Photos must be a minimum of 100 KB in size. To the extent possible, your "Day 1" and "Day 15" photograph(s) should be similarly posed and distanced from the camera—with similar lighting and clothing—so that the nature and extent of your physical transformation is evident and comparable. Photographs must, to the extent possible, be of you alone with no other persons in the image. You must own the rights, including copyright, to all photographs and summaries submitted as part of your entry and you must have full authority to grant or dispose of such rights at all times, including at the time of submission and at the time any prize may be awarded to you. Photographs may not be altered, retouched, or modified in any way so as to enhance or exaggerate the appearance of your transformation. Any summary submitted as part of your Testimonial must be written by you. Sponsor reserves the right to disqualify any entry that includes photographs, summaries, or other materials that are deemed, at Sponsor's sole discretion, to violate the rights of any third party, or that contain any content that is lewd, pornographic, false, fraudulent, doctored, enhanced, offensive, or inappropriate in any manner.

## 5. **Testimonial Submission and Selection Timeline.**

Participants must abide by the following schedule in order to be eligible for review, judging, and prizes:

### a. **Initial Entry Period**

- i. July 11, 2022: First day to make a Contest account and Enter the Contest
- ii. July 25, 2022: First possible day to complete a Contest entry/Testimonial and be eligible to become a Weekly Winner
- iii. October 11, 2022: Last possible day to submit your completed Testimonial to be eligible to become a Weekly Winner

- iv. October 18, 2022: Last three Weekly Winners announced for the Contest Period

Upon completion of your respective 15 Day Challenge cycle, you must complete your Testimonial by 11:59 PM EST on each respective Tuesday in order to be eligible for review and selection as a Weekly Winner on the following Tuesday's live show.

Submissions made after 11:59 PM EST on each respective Tuesday will only be eligible for review and selection as a Weekly Winner for the Tuesday show two weeks following submission.

*Example (Looking at the July 2022 calendar): Submissions made by Tuesday July 19 will be eligible for review and the Weekly Winners will be selected to appear on the July 26 show. Submissions made on July 20 or after will be eligible for review with all submission in by July 26 to appear on the August 2 show, if selected.*

**b. Semifinal Entry Period**

- i. October 18-21: Window for Weekly Winners to submit video Testimonials

**c. Semifinal Voting Period**

- i. October 25, 2022: Sponsor Announces Top Ten
- ii. October 25-28, 2022: Online Voting for Stage Two of Semifinals
- iii. October 28, 2022: Top 3 Finalists announced

**d. Grand Finale Voting**

- i. November 12, 2022: 15 Day Challenge Gala—Grand Finale Winner Announced

6. **Judging and Voting Criteria.** All timely and valid Testimonials, as determined by Sponsor in its sole discretion, will be reviewed and evaluated based on a ten (10) point scale for each respective criterion by Sponsor's internal committee and or Sponsor's community/the public and voted upon as described below:

**a. Initial Entry Period**

- i. **Initial Entry Period Judging Criteria:** Testimonials submitted during the Initial Entry Period will be reviewed and judged by Sponsor's internal committee pursuant to the Initial Entry Period Judging Criteria herein. Sponsor, in its sole discretion, will determine the top three (3) (as well as three (3) alternates) best and most compelling transformation stories each week, deeming each a Weekly Winner eligible to receive a "Weekly Winner Prize", as defined below, and advance to the Semifinal Entry Period. A total of thirty-six (36) Weekly Winners will be selected during the Initial Entry Period. A participant may only be a Weekly Winner once during the Initial Entry Period.

The Testimonials will be judged by Sponsor's internal committee based on the following criteria ("Initial Entry Period Judging Criteria"):

- **Day 1 and Day 15 Photographs (50%):** The overall transformation of a participant's physical appearance will constitute fifty percent (50%) of the overall judging score.
- **Written Summary (50%):** Each participant's written summary will be judged on the inspirational nature of a participant's true and unique transformation story, as well as the

originality, creativity, expressiveness, and compelling nature of the participant's description and articulation of the transformation process and how the transformation and the transformation process impacted their life. The written summary score will be based on (a) the compelling nature of the written summary, and (b) the inspirational nature of the written summary, including discussion of a participant's personal transformation journey, any obstacles the participant may have overcome during their transformation journey, and the Contest-related achievement the participant is proudest of. The written summary will constitute fifty percent (50%) of the overall judging score.

- ii. **Initial Entry Period Voting Process:** Upon Sponsor's selection of the three (3) Weekly Winners based on the above, the Weekly Winners must participate in Sponsor's weekly live broadcast—either remotely or in person—to conduct a brief interview with the broadcast's hosts, tell the viewing audience about themselves and their story, and offer reasons why their Testimonial is the most compelling of the three (3) Weekly Winners.

Once all three (3) Weekly Winners have participated in the live broadcast, viewers of the broadcast will vote online for the Weekly Winner whose Testimonial they like best. Once voting closes, Sponsor will tally the online votes and first, second, and third place amongst the Weekly Winners will be determined based on the number of votes each Weekly Winner receives. First, second, and third place prizes for the Weekly Winners are described in Section 7 below.

**Tie-Break.** In the event of a tie during the Initial Entry Period, the potential Weekly Winner(s) will be selected based on the highest ranking Written Summary score. If there is still a tie, the Weekly Winner(s) will be selected based on the highest ranking Day 1 and Day 15 Photographs score.

#### b. Semifinal Entry Period

- i. **Semifinal Judging Criteria:** During the Semifinal Entry Period, each Weekly Winner (36) must record and timely submit to their Contest account one (1) 1–3-minute Testimonial video introducing themselves, describing their transformation journey in their own words, and explaining what winning the Grand Prize would mean to them. Any part of a submitted video that exceeds the prescribed time limit will not be considered for judging purposes.

The Semifinal Entry Period Testimonials will be judged by Sponsor's internal committee based on the following criteria ("Semifinal Judging Criteria"):

- **Testimonial Video: (50%):** Each participant's Testimonial video will be judged on the inspirational nature of the participant's true and unique transformation story, as well as the originality, creativity, expressiveness, and compelling nature of the participant's description and articulation of the transformation process and how the transformation and the transformation process impacted their life. The Testimonial video score will be based on (a) the compelling nature of the participant's story, and (b) the inspirational nature of the participant's transformation, including discussion of a participant's personal transformation journey, any obstacles the participant may have overcome during their transformation journey, and the Contest-related achievement the participant is proudest of. The Testimonial

video will constitute fifty percent (50%) of the overall judging score. Sponsor's internal committee may raise or lower this score based on the quality of the video submitted (including, but not limited to, resolution, composition, lighting, audio, etc.)

- Day 1 and Day 15 Photographs (25%): The overall transformation of a participant's physical appearance will constitute twenty-five percent (25%) of the overall judging score.
- Written Summary (25%): Each participant's written summary will be judged on the inspirational nature of a participant's true and unique transformation story, as well as the originality, creativity, expressiveness, and compelling nature of the participant's description and articulation of the transformation process and how the transformation and the transformation process impacted their life. The written summary score will be based on (a) the compelling nature of the written summary, and (b) the inspirational nature of the written summary, including discussion of a participant's personal transformation journey, any obstacles the participant may have overcome during their transformation journey, and the Contest-related achievement the participant is proudest of. The written summary will constitute twenty five percent (25%) of the overall judging score.

## ii. Semifinal Voting Process

- Stage One: Each valid video Testimonial will be reviewed and judged by Sponsor's internal committee pursuant to the Semifinal Judging Criteria herein. Sponsor's internal committee, in its sole discretion, will select the ten (10) best and most compelling transformation stories ("Top Ten"), each eligible to receive a "Semifinalist Prize" and advance to the Stage Two of the Semifinal. Sponsor will inform the Top Ten of their advancement via email prior to public announcement.
- Stage Two: During Sponsor's October 25, 2022 live broadcast, Sponsor will reveal the Top Ten participants to Sponsor's community/the public, discuss each Top Ten's transformation, and post the Top Ten's Testimonials on the Contest website and <https://www.facebook.com/groups/the15daychallengecommunity>. During the Semifinal Voting Period, Sponsor's internal committee and Sponsor's community/the public will vote for the Top Ten participants whose Testimonial they like best. Once voting closes, Sponsor will tally the committee's and the online votes to determine the three (3) Top Ten with the most votes. In considering the internal committee and online community votes as a whole, the committee's votes shall account for 50% and the community/public's online votes shall account for 50%. The Finalists will then advance to the Grand Finale Entry Period.
- Tie-Break. In the event of a tie during Stage One or Stage Two, the potential Top Ten or Finalist, as the case may be, will be selected based on the highest-ranking Video Testimonial score. If there is still a tie, the Top Ten or Finalist, as the case may be, will be selected based on the highest-ranking Written Summary score.

c. Grand Finale

- i. Grand Finale Judging Criteria: During the Grand Finale Entry Period, each of the three (3) Finalists must participate in Sponsor's weekly live broadcast—either remotely or in person—to conduct an in-depth interview with the broadcast's hosts to discuss their Contest journey, the extent of their continued transformation since the beginning of the Contest, what the Contest has meant to them, as well as discuss reasons why their transformation is the most compelling of the three (3) Finalists.

Once all three (3) Finalists have been interviewed on the live broadcast, the Finalists must attend the 15 Day Challenge Gala where the Finalists will again be introduced and interviewed in front of a live audience.

- ii. Grand Finale Voting Process: 15 Day Challenge Gala attendees and those streaming the event live will then vote online (<https://www.facebook.com/groups/the15daychallengecommunity>) for the Finalist whose Testimonial they like best overall based on a culmination of the Finalists' Testimonial, and interviews as described above. Once voting closes, Sponsor will tally the votes in real time and the Grand Finale Winner, Runner-Up, and Second Runner-Up will be announced based on the number of votes each respective Finalist receives. In considering the internal committee and online community votes as a whole, the committee's votes shall account for 50% and the community's online votes shall account for 50%. Grand Prize, Runner-Up Prize, and Second Runner-Up prizes are described in Section 7 below.

In the event of a tie during Grand Finale, the potential Grand Finale Winner will be selected based on the highest number of votes received from the online community/public. If there is still a tie, the potential Grand Finale Winner will be selected based on the highest number of votes received from Sponsor's internal committee.

7. **Prizes.** Subject to these Official Rules and Sponsor's application of the applicable judging criteria, the Contest prizes are as follows:

- a) **Weekly Winner Prize (Initial Entry Period).** Each of the three (3) Weekly Winners will be awarded a prize as follows:

- 1<sup>st</sup> Place: One Thousand Dollars (USD \$1,000.00) ("Weekly Winner Prize 1").
- 2<sup>nd</sup> Place: Five Hundred Dollars (USD \$500.00) ("Weekly Winner Prize 2").
- 3<sup>rd</sup> Place: Two Hundred Fifty Dollars (USD \$250.00) ("Weekly Winner Prize 3").

Alternates will not be awarded a prize.

- b) **Semifinalist Prize.** Each of the ten (10) Top Ten will be awarded a prize consisting of two (2) of Sponsor's The 15 Day Challenge Kits, one (1) Sponsor-branded duffel bag (\$500 value) or a prize of equal or greater amount, and the right to automatically enter the Grand Finale Entry Period ("Semifinalist Prize").

- c) **Finalist Prize.** In addition to the below, each of the three (3) Finalists will be awarded a prize consisting of one (1) round trip ticket for the Finalist and one (1) travel companion to the location of the 15 Day Challenge Gala, which is currently scheduled to take place in Detroit, Michigan on November 12, 2022 ("Trip"). The Trip includes: round trip coach air transportation for one (1) Finalist and one (1) travel companion between a major commercial airport close to the Finalist's residence, selected by Sponsor in its sole discretion, and the location of the 15 Day Challenge Gala;

Sponsor-selected lodging in the destination city consisting of one (1) room for up to two (2) nights (based on double occupancy); admission to the 15 Day Challenge Gala for the Finalist and his/her travel companion; reasonable ground transportation to and from the destination airport (provided that Finalist arrives and departs from the hotel); and USD \$100.00 per diem per person for up to two (2) days, as the case may be. Approximate retail value ("ARV") of the Trip: USD \$2,500.00, but depends on the location of Finalist's residence. Sponsor will book Finalist's and his/her travel companion's travel arrangements and hotel accommodations. Finalist and his/her travel companion must be available for travel on the dates and times designated by Sponsor for the 15 Day Challenge Gala or the Trip and Finalist's status will be forfeited, and no alternative prize shall be awarded. See below for additional Trip details and restrictions.

- d) **Second Runner-up Prize (3<sup>rd</sup> Place).** The one (1) second runner-up (i.e., the Finalist with the third-most total votes who does not receive the Grand Prize or the Runner-Up Prize) will be awarded a prize consisting of Two Thousand Five Hundred Dollars (USD \$2,500.00) ("Second Runner-up Prize").
- e) **Runner-up Prize (2<sup>nd</sup> Place).** The one (1) runner-up (i.e., the Finalist with the second-most total votes who does not receive the Grand Prize or the Second Runner-up Prize) will be awarded a prize consisting of Five Thousand Dollars (USD \$5,000.00) ("Runner-up Prize").
- f) **Grand Prize (1<sup>st</sup> Place).** The one (1) Grand Finale Winner in the Grand Finale Voting (i.e., the Finalist with the most total votes who does not receive the Runner-up Prize or the Second Runner-up Prize) pursuant to the applicable judging criteria will receive a Grand Prize of Twenty-Five Thousand Dollars (USD \$25,000.00) (the "Grand Prize").
- g) **Availability for the 15 Day Challenge Gala.** In order to receive a Finalist Prize, Second Runner-up Prize, Runner-Up Prize, or Grand Prize, you must attend the 15 Day Challenge Gala, which is currently scheduled to take place on November 12, 2022 in Detroit, Michigan. As set forth herein, certain travel and accommodation expenses for attending the 15 Day Challenge Gala will be paid for by Sponsor. Sponsor reserves the right to change the dates and location for the 15 Day Challenge Gala at any time and for any reason. As an express condition to your entry in the Contest and/or acceptance of a prize, you will be required, in Sponsor's sole discretion, to provide an on-camera interview to take place during the 15 Day Challenge Gala.
- h) **Verification of Potential Winners.** All potential winners are subject to verification by Sponsor, whose decisions are final and binding in all matters related to the Contest. A participant is not a winner of any prize unless and until eligibility has been verified and participant has been notified that verification is complete.
- i) All dollar amounts stated in these Official Rules are in U.S. Dollars. The value of the Trip represents Sponsor's good faith determination of the retail value thereof. Total ARV of all prizes: USD \$75,000.00. Trip is not redeemable for cash. Prizes are not assignable or transferable. No exchanges and no substitutions are permitted, except if a prize is unavailable, in which case a prize of equal or greater value will be awarded, at Sponsor's sole discretion. Any other incidental expenses relating to the prize not specified herein are the winner's sole responsibility. Prize winners are solely responsible, at their own cost, for all matters relating to the prize, including but not limited to all federal, state and local taxes. It is the sole responsibility of each prize winner to seek independent counsel regarding personal tax implications. Other restrictions may apply. Sponsor will not replace any lost, stolen or undeliverable prizes. You agree to reimburse Sponsor for any prize fraudulently obtained by you. TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, THE PRIZES ARE AWARDED "AS IS" AND SPONSOR DOES NOT MAKE ANY, AND HEREBY

DISCLAIMS, ANY AND ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE PRIZES.

- j) **Additional Trip Details/Restrictions.** With respect to the Trip, all other travel-related expenses not specifically set forth above, including but not limited to, ground transportation to/from home, taxes, fees, gratuities, incidentals, upgrades, insurance, service charges, airport surcharges, luggage fees, departure taxes, food & beverage, and personal expenses such as telephone/Internet charges and gift shop purchases, are the sole responsibility of Finalist. Sponsor is not responsible if a winner and/or their travel companion (as applicable) are denied entry to, or re-entry to, or from, any aircraft, train, coach etc. or any venue or accommodation related to any prize. Actual retail value of the Trip may vary depending on the location of the Finalist's residence and may fluctuate due to market conditions, changes in value of components, (e.g., air transportation and hotel rates) and other reasons. If Finalist lives within one hundred (100) miles of the destination city, Sponsor may, in its sole discretion, substitute air transportation with ground transportation between Finalist's residence and hotel in the destination city, and the difference in value will not be awarded. Dates are subject to change. All reservations are based on availability and restrictions may apply. Trip cannot be combined with other offers. Finalist and his/her travel companion are responsible for obtaining any travel insurance (and all other forms of insurance) that they may wish to obtain at their own expense and hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. Advance booking requirements and travel restrictions may apply. Photo identification and credit card or cash deposit may be required at any time for incidental charges (e.g., room service, use of telephone/IT services, Internet, laundry and all other optional extra services not provided in the Trip). If Finalist elects to travel or partake in the Trip with no travel companion, no additional compensation will be awarded. If weather or other incidents or conditions beyond the control of Sponsor affects the ability for Finalist and his/her travel companion to participate in any portion of Trip, then the Sponsor shall have no further obligation to the Finalist and/or travel companion. Sponsor shall not be responsible for any cancellations, delays, diversions, substitutions, or any acts or omissions whatsoever by the air carriers, hotel, transportation companies, or any other persons or entities providing any Trip-related services or accommodations. Sponsor is not liable for expenses incurred as a consequence of flight cancellation/delay. If, for any reason whatsoever, Finalist and/or travel companion are unable to travel after all travel arrangements have been made and paid, Sponsor shall have no further obligation to the Finalist.
- k) In the event the Finalist or his/her travel companion engages in behavior that, as determined by Sponsor in its sole discretion, is threatening, illegal, or intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the Trip early, in whole or in part, and send the Finalist and his/her travel companion home with no further obligation. In the event a Finalist or his/her travel companion engages in behavior during travel that is illegal, tortious, or subjects the Finalist or his/her travel companion to arrest or detention, Sponsor shall have no obligation to pay any damages, fees, fines, judgments or other costs or expenses of any kind whatsoever incurred by Finalist or his/her travel companion as a result of such conduct.

8. **General Conditions.** In the event that the operation, security, or administration of the Contest is impaired in any way, Sponsor may, in its sole discretion, either: (a) suspend, terminate, or amend the Contest, without notice, and, for any reason, including, without limitation, if Sponsor determines that the Contest cannot be conducted as planned, or to address the impairment and then resume the Contest; or (b) award the prizes according to the criteria set forth above from among the eligible entries received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to (i) disqualify and seek damages from any individual who tampers with the operation of the Contest, violates these Official Rules, or acts in a disruptive or unsportsmanlike manner; and (ii) edit these Official Rules to correct any typographical, non-substantive and/or non-material errors discovered after the publication of the Official Rules. Sponsor's failure to enforce any term of

these Official Rules shall not constitute a waiver of that provision. Proof of sending any communication to Sponsor by mail shall not be deemed proof of receipt of that communication by Sponsor. The Contest is subject to federal, state, provincial, and local laws and regulations and is void where prohibited.

9. **License to Use Entry and Testimonial Material.** By entering the Contest and/or submitting your Testimonial, you represent that (a) the material included in your entry and your Testimonial is truthful, original to you, and that the use of any material included in your entry and Testimonial, including, but not limited to, your written summary, photo(s), likeness, and video(s) does not infringe any copyright, trademark, or any other intellectual property right, does not defame any third party, and does not violate any applicable federal, state, local or other laws or ordinances, (b) you own or have the necessary licenses, rights, consents and permissions to use and allow the use of the materials included in your entry and Testimonial, including any and all copyright, trademark, image, and/or other proprietary rights therein, and (c) you have the written consent, release, and/or permission of each and every identifiable person in your Testimonial to use such person's name and or likeness in the Contest and the materials included in your entry and Testimonial for the uses contemplated herein.

10. **Release and Limitations of Liability.** Except where prohibited by law, in cases of death or personal injury caused by Sponsor's negligence, or fraud or breach by Sponsor of these Official Rules, by entering the Contest, you agree to release and hold harmless Sponsor, its parents, subsidiaries, affiliates, and each of their respective officers, directors, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of your participation in the Contest or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Contest; (b) technical errors that may impede entry; (c) any claim or allegation that the use of your photo(s) and/or video(s) infringes any copyright, trademark, or any other intellectual property right; (d) lost, late, misdirected, or undeliverable mail or email; (e) errors in the administration of the Contest or the processing of entries; or (g) injury or damage to persons or property. You further acknowledge and agree that in any cause of action, in no event shall the Released Parties be liable for your attorney's fees. You waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, incidental, direct, or indirect damages.

Further, by entering the Contest and/or submitting your Testimonial, you hereby expressly grant the Released Parties a perpetual, worldwide, royalty-free, sublicensable, and transferrable right and license to host, store, modify, use, distribute, reproduce, excerpt, adapt, prepare derivative works of, publicly perform and display, publish, and make any other use of your Testimonial and any other material included in your entry and/or Testimonial in any and all media now known or hereinafter devised, as determined by Sponsor in its sole discretion, and you hereby waive any so-called 'moral rights' or equivalent which may exist under the laws of your jurisdiction.

11. **Privacy and Publicity.** Any information you submit as part of the Contest will be treated in accordance with Sponsor's Privacy Policy. Except where prohibited, participation in the Contest constitutes your consent to Sponsor's perpetual and unrestricted use of your name, image, likeness, Testimonial, and entry information for promotional purposes in any media without payment or consideration.

12. **Governing Law; Disputes.** All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, your rights and obligations, or Sponsor's rights and obligations in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the state of Michigan, without giving effect to any choice of law or conflict of law rules (whether of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Michigan. Except where prohibited, you agree that any and all disputes, claims, and causes of action arising out of, or connected with, the Contest or any prize shall be resolved individually, without resort to any form of class action, and exclusively through binding arbitration in Oakland County, Michigan, to be administered by a single arbitrator in the English language, as follows: (i) if the arbitration is between Sponsor and a US resident, the arbitration will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA") and will be administered by the AAA, available at [www.adr.org](http://www.adr.org); if the arbitration is between Sponsor and a non-US resident, then the arbitration will be governed by the rules of the International Chamber of Commerce

("ICC") and will be administered by the ICC, available at [www.iccwbo.org](http://www.iccwbo.org). The parties delegate to the arbitrator any dispute regarding the scope or enforceability of this arbitration agreement, including any claims that the agreement to arbitrate is unenforceable, void, or voidable. Prior to the filing of any arbitration, the parties shall use reasonable efforts to resolve any dispute between them through negotiation and/or mediation.

13. **Severability.** If for any reason any clause or provision of these Official Rules, or the application of any such clause or provisions in a particular context or to a particular situation, circumstance, or person, should be held unenforceable, invalid, or in violation of law by a court or tribunal of competent jurisdiction under these Official Rules, then the application of such clause or provision in contexts or to situations, circumstances, or persons other than that in or to which it is held unenforceable, invalid, or in violation of law shall not be affected thereby, and the remaining clauses and provisions hereof shall nevertheless remain in full force and effect.

14. **Winner Information.** The names of the "Weekly Winners" and all winners beyond that leading up to the announcement of the Grand Finale Winner shall be posted regularly on Sponsor's Facebook pages (([facebook.com/tlchq](https://www.facebook.com/tlchq)) and (<https://www.facebook.com/groups/the15daychallengecommunity>)) during and after live broadcasts Monday-Friday after 2 PM EST.