

The 15 Day Challenge Lifestyle Contest - 2023

The rules set forth in this document will govern The 15 Day Challenge Lifestyle 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 Challenge Lifestyle Contest” (the “Contest”) is open only to individuals who are both 1. legal residents of the United States (which includes the fifty (50) states, the District of Columbia, and the five (5) United States territories (Puerto Rico, US Virgin Islands, Guam, American Samoa, and Northern Mariana Islands)), Canada (excluding the Province of Quebec), Mexico, Dominican Republic, Ecuador, Guatemala, Colombia, Panama, Paraguay, Peru, Honduras, and El Salvador, *and* 2. 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, and anyone professionally connected with the Contest (collectively, the “Ineligible Parties”), may not enter or win the Contest. Sponsor reserves the right to verify the eligibility of winners, and winners must comply with all reasonable eligibility inquiries and verification efforts of Sponsor. 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.

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

The Contest Period encompasses three (3) distinct, standalone, month-long contest cycles (“Cycles”), as described below, beginning with the opening of registration for the first Cycle on March 27, 2023 at 12:00 AM Eastern Standard Time (“EST”) and ending upon the determination of the Grand Prize, Runner-up Prize, and Second Runner-up Prize winner, as defined below, of the third and final Cycle on June 27, 2023 at 2:00 PM EST.

During the Contest Period, participants will be able to enter the Contest, register for and complete one (1) defined Cycle per respective month, and submit their Testimonial (defined in Section 3 below) for each completed Cycle.

Participants who timely 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 a prize for the Cycle(s) in which they participate. Entries submitted after the closing of a given Cycle’s registration or submission window, as described in Section 5 below, or after the expiration of the Contest 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 each respective Cycle of the Contest Period, you will have the opportunity to register for and participate in one (1) 15-day-long health and wellness initiative (a “15 Day Challenge”) led by Sponsor to help you transform your body, mindset, and life. As described below, you will submit to Sponsor all required Contest information, “Day 1” and “Day 15” photographs of yourself, and a written testimonial describing how your participation in the relevant 15 Day Challenge helped support your overall transformation (collectively, “Testimonial” or “Testimonials”). Following the conclusion of each 15 Day Challenge during the relevant Cycle of the Contest Period, Sponsor will review and judge, pursuant to the Contest 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 Cycle (“Finalists”). Sponsor will also select, but not announce, three (3) alternate Finalists per Cycle. A total of nine (9) Finalists (three (3) per Cycle) will be selected during the Contest Period to win prizes as described below.

4. **How to Participate.** Full Contest eligibility requires Participants to:

a. **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), timely register for and complete one (1) 15 Day Challenge, and have provided all information required on the Contest entry form including, but not limited to, your current full name, age, gender, email address, 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, the result of non-medically necessary plastic/cosmetic surgery, liposuction, steroids, human growth hormone, or any unnatural or non-medically necessary method or technique of body enhancement or weight reduction. Any such entries may be disqualified in Sponsor’s sole discretion.

Your completion of the entry process, as described above, will not automatically initiate the commencement of a particular Cycle. Each monthly Cycle requires its own timely registration through your Contest account. All Participants of a respective Cycle will begin and end their 15 Day Challenge on the same day, regardless of when they timely registered for said Cycle.

You are limited to one (1) entry per Cycle throughout the Contest Period. If you participate in more than one Cycle during the Contest Period, your Day 1 and Day 15 Testimonial photographs for each respective Cycle must be new, original, and distinct from those used in the preceding Cycle(s), as the case may be.

b. **Complete the 15 Day Challenge.** Each day, for fifteen (15) consecutive days during a respective Cycle, you will complete the 15 Day Challenge by drinking an adequate amount of water, being mindful of your diet, 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.

c. **Share Your Testimonial.** Upon completion of each respective 15 Day Challenge, you will return to your Contest account and timely share your Testimonial by uploading at least one qualifying Day 15 photograph, as described below, completing a questionnaire at www.startmy15.com/share-your-story-s3/ describing your results in detail, and submitting a brief summary describing your experience.

By entering the Contest, completing a respective 15 Day Challenge, and timely sharing your Testimonial, as detailed above, your Testimonial will be 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 or extent 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, and/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. Contest Dates—Cycle Registration, Testimonial Submission, and Live Show Schedule.

Participants must abide by the following schedule and timelines in order to participate in a particular Cycle and be eligible for review, judging, and prizes:

- a. March 27, 2023: First day to make a Contest account, register for Cycle 1, and Enter the Contest
- b. June 27, 2023: Cycle 3 live show and conclusion of the Contest Period

| Cycle | Registration Window | 15 Day Challenge | Testimonial Submission Window | Finalists Announced | Live Show Date |
|-------|--|--|---|--------------------------------|-------------------------------|
| 1 | March 27, 2023 at 12:00 AM EST – April 1, 2023 at 11:59 PM EST | April 1, 2023 at 12:00 AM EST – April 15, 2023 at 11:59 PM EST | April 15, 2023 at 12:00 AM EST – April 17, 2023 at 11:59 PM EST | April 21, 2023 at 11:00 AM EST | April 25, 2023 at 2:00 PM EST |
| 2 | April 26, 2023 at 12:00 AM EST – May 1, 2023 at 11:59 PM EST | May 1, 2023 at 12:00 AM EST – May 15, 2023 at 11:59 PM EST | May 15, 2023 at 12:00 AM EST – May 17, 2023 at 11:59 PM EST | May 26, 2023 at 11:00 AM EST | May 30, 2023 at 2:00 PM EST |
| 3 | May 27, 2023 at 12:00 AM EST – June 1, 2023 at 11:59 PM EST | June 1, 2023 at 12:00 AM EST – June 15, 2023 at 11:59 PM EST | June 15, 2023 at 12:00 AM EST – June 17, 2023 at 11:59 PM EST | June 23, 2023 at 11:00 AM EST | June 27, 2023 at 2:00 PM EST |

Upon completion of each respective 15 Day Challenge, and in accordance with the schedule above, you will have two (2) days succeeding the fifteenth day of each 15 Day Challenge during which to complete and timely submit your Testimonial in order to be eligible for review and selection as a Finalist on Sponsor’s live show for that respective Cycle.

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. Contest Judging Criteria: Testimonials submitted during each respective Cycle of the Contest Period will be reviewed and judged by Sponsor’s internal committee pursuant to the Contest 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 per Cycle, deeming each a Finalist eligible to receive a “Finalist Prize”, as defined below. A total of three (3) Finalists will be selected per Cycle; collectively, a total of nine (9) Finalists will be selected during the Contest Period.

Testimonials will be judged by Sponsor’s internal committee based on the following criteria ("Contest Judging Criteria"):

- i. 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.
- ii. 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(s) the participant is proudest of. The written summary will constitute fifty percent (50%) of the overall judging score.

b. **Contest Voting Process:** Upon Sponsor’s selection of the three (3) Finalists per Cycle based on the above, the Finalists must participate in Sponsor’s 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) Finalists on that Cycle’s show.

Once all three (3) Finalist for that respective Cycle’s show have participated in the live broadcast, viewers of the live broadcast will vote online in real time for the Finalist whose Testimonial they like best. Once voting closes, Sponsor will tally the online votes and first, second, and third place amongst that Cycle’s Finalists will be determined based on the number of votes each respective Finalist receives. First, second, and third place prizes for Cycle Finalists are described in Section 7 below.

Tie-Break. In the event of a tie during any respective Cycle of the Contest Period, potential Finalist(s) and/or Grand/Runner-Up Prize winners will be selected based on whichever has the highest-ranking Written Summary score. If there is still a tie, the Finalist(s) and/or Grand/Runner-Up Prize winner will be selected based on whichever has the highest-ranking Day 1 and Day 15 Photograph score.

7. **Prizes.** Subject to these Official Rules and Sponsor’s application of the Contest Judging Criteria, the Contest prizes are as follows:

a. **Finalist Prize.** Each of the three (3) Finalists per Cycle will be awarded a prize as follows:

- 1st Place: One Thousand Dollars (USD \$1,000.00) (“Grand Prize”)
- 2nd Place: Five Hundred Dollars (USD \$500.00) (“Runner-up Prize”)
- 3rd Place: Two Hundred Fifty Dollars (USD \$250.00) (“Second Runner-up Prize”)

Alternates will not be awarded a prize.

b. **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 the participant has been notified that verification is complete.

c. **Prize Value and Taxes.** All dollar amounts stated in these Official Rules are in United States Dollars (“USD”). Total Approximate Retail Value (“ARV”) of all prizes: USD \$1,750.00. Prizes are not assignable or transferable. No exchanges or substitutions are permitted. Any other incidental expenses relating to the prize not specified herein are the prize winner’s sole responsibility. Prize winners are solely responsible, at their own cost, for all matters relating to their prize, including, but not limited to, all applicable taxes (including, but not limited to, federal, state, and local taxes, as applicable) to which you are subject. 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 AND HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE PRIZES.**

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—or any Cycle thereof—without notice, and for any reason, including, without limitation, if Sponsor determines that the Contest, or any Cycle thereof, 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 or entity 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 Testimonial is truthful, original to you, and that the use of any material included therein, 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 or another, 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, image, video, voice, 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 gross 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 or other 3rd party intervention in the Contest; (b) technical errors that may impede entry, submission, and/or voting; (c) technical difficulties or complications attributable to 3rd party service providers and/or platforms involved in or used for the administration of the Contest; (d) 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; (e) lost, late, misdirected, or undeliverable mail or email; (f) 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, compensatory, treble, 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/or display, publish, and make any other use of your Testimonial and any other material included in your entry, Testimonial, and/or virtual or live interview(s), 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 unequivocal consent to Sponsor's perpetual and unrestricted use of your name, image, likeness, voice, Testimonial, virtual or live interview(s), 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; 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. 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. **Translations; English Prevailing Language.** Any translation of these Official Rules is provided for informational purposes only. Except where otherwise required by applicable law, only the English version of these Official Rules shall be legally binding.

14. **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.

15. **Winner Information.** The names, images, and/or Testimonials of the Finalists will be posted regularly on Sponsor's Facebook pages (facebook.com/TLCHQ) and (facebook.com/groups/the15daychallengecommunity) during and after live broadcasts Monday-Friday after 2 PM EST.