

THE LIGHTEN UP SGVG! COMMUNITY WEIGHT LOSS CHALLENGE OFFICIAL RULES

1. The Lighten Up SGV! Community Weight Loss Challenge (“the Contest”) is sponsored by Citrus Valley Health Partners (“Sponsor”), 210 W. San Bernardino Road, Covina, CA 91722. The geographic scope of this Contest is the San Gabriel Valley region of Los Angeles County in California.
2. Contest is subject to all federal, state and local laws. Void where prohibited. By entering, contestants (each a “Contestant”) agree to abide by these Official Rules and Sponsor’s decisions, which are final in all respects.

3. Contest begins on January 26, 2019. FIRST PHASE ends on June 29, 2019; SECOND PHASE ends on November 2, 2019 (the “Contest Period”).

ACKNOWLEDGEMENT & ASSUMPTION OF RISKS

4. BY ENTERING THIS CONTEST, EACH CONTESTANT ACCEPTS THE INHERENTLY DANGEROUS NATURE AND RISK IN WEIGHT LOSS AND EXERCISE PROGRAMS, INCLUDING PERSONAL INJURY, ILLNESS AND/OR DEATH, ACKNOWLEDGES THAT HIS/HER PARTICIPATION IN THE CONTEST IS VOLUNTARY, ACKNOWLEDGES THAT THERE ARE NATURAL FACTORS AND OCCURRENCES THAT MAY IMPACT ON OR AFFECT SAFETY OF THE ACTIVITIES IN WHICH HE/SHE IS PARTICIPATING AND THAT HE/SHE ASSUMES THE RISK OF SUCH FACTORS AND OCCURRENCES. Without limiting the generality of the foregoing, each Contestant acknowledges that an exercise program is generally designed to stress the heart, lungs, cardiovascular and circulatory systems, muscles, joints, ligaments and tendons in an attempt to improve muscular strength and cardiovascular fitness. Therefore, by entering the Contest, each Contestant fully assumes the risk of any injury, illness, or death, suffered as a result of his/her participation in the Contest.

5. Each Contestant further acknowledges that he/she is solely responsible for his/her own safety and physical health in any weight loss or exercise program that he/she chooses to undertake and that it is his/her sole responsibility to determine if he/she is physically and medically capable of engaging in any such weight loss or exercise program and to determine if any existing injuries, illnesses, conditions, or other limitations may be worsened, aggravated or otherwise adversely affected by participation in such weight loss or exercise activities.

6. By entering, each Contestant acknowledges that he/she has been advised to consult with his/her physician with respect to any past or present injury, illness, cardiovascular problem, knee problem, joint problem or any other condition or medication that may affect his/her participation and ability to participate in the Contest or to make any significant changes to his/her dietary habits and/or physical activity routines and to identify what a healthy weight loss rate is for him/her. Each Contestant warrants that he/she has discussed with his/her physician the appropriateness of the Contest and any related weight loss or exercise programs or if not, Contestant warrants that he/she is in good health and has no physical conditions, illnesses or injuries that would prevent him/her from safely participating in the Contest.

7. Sponsor encourages healthy eating and exercise throughout the Contest Period, and drastic weight loss is discouraged for health reasons. Generally, a healthy weight loss rate is approximately one percent (1%) per week; however, each individual is different. Therefore, as noted above, each Contestant is strongly encouraged to consult with his/her health care provider prior to registering in the Contest to identify what rate of weight loss is medically advisable and appropriate for him/her and before making any significant changes to his/her dietary habits, physical activities, exercise routines or intensity.

RELEASE OF LIABILITY

8. In exchange for permission to participate in the Contest, each Contestant agrees to release and hold harmless Sponsor, their respective board officers, executives, directors, employees, landlords, lessees, assigns, sponsors, managers, affiliates, prize suppliers, and advertising and promotional agencies (collectively referred to as the “Released Parties”) from any and all liability, now or in the future, for personal injury, illness, death or property damage, including medical or hospital bills, and including permanent or partial disability, caused, aggravated, worsened, sustained or otherwise incurred in any manner, including through the negligence of the Released Parties, by such Contestant’s participation in the Contest or any Contest-related activities, including any weight loss or exercise activities, and/or the receipt, use or misuse of any prize.

NOT MEDICAL ADVICE

9. Contestants agree that nothing in these Official Rules or in any Contest-related materials shall constitute medical advice of any kind and that Contestants are solely responsible for obtaining suitable medical advice from their health care providers as noted above.

ELIGIBILITY

10. To be eligible to participate, all Contestants must be at least twelve (12) years old (participants 17 years or younger must have a parent or guardian sign an additional waiver). 11. You are not eligible to enter or win if you have had a surgical procedure for weight loss (such as liposuction or gastric bypass) within 12 months (one year) prior to entering, or at any time during, the Contest Period. In addition, Sponsor reserves the right, in its sole discretion, to exclude from entry into, or further participation in, the Contest, any individuals who have certain medical or physical conditions, limitations, prior or current injuries, or illnesses.

12. Contestants will be required to participate in Initial and Final Weigh-Ins during the designated Community or CVHP Employee Weigh-In Events to be held in January, June and/or November 2018.

PRIZES/PRIZE RESTRICTIONS

13. Lighten Up SGV! will make available multiple prizes during this Contest, consisting of First Place Prizes for “Highest Percentage of Weight Lost”; Second Place Prizes for “Highest Percentage of Weight Lost”; and Third Place Prizes for “Highest Percentage of Weight Lost.” There will also be (2) Team Grand Prizes awarded to those teams (one Community Team and one CVHP employee team) with the highest COMBINED percentage of weight lost.

14. First Place Prizes in “Highest Percentage of Weight Lost” awarded to [1] Community Member and [1] CVHP Employee: \$250 cash. Second Place Prizes awarded to [1] Community Member and [1] CVHP Employee: \$100 cash. Third Place Prizes awarded to [1] Community Member and [1] CVHP Employee: \$50 cash. 15. There are NO prizes for “Most Inches Lost”. 16. Team Grand Prizes award to [1] Community Team and [1] CVHP Employee Team: \$250 cash TO BE DIVIDED among team members as they determine. Team winners CANNOT also be winners in either Individual Highest Percentage of Weight Lost category. 17. Sponsor reserves the right to award fewer than the stated number of prizes in the event that a sufficient number of eligible Contestants do not enter and complete the Contest. All details of all prizes shall be at Sponsor’s sole discretion. Winners assume sole responsibility for all costs associated with the prize not explicitly outlined above, including without limitation, all federal, state and local taxes (if any). 18. CVHP employees who receive \$25 or more in cash or prize value will be subject to income tax at end of year.

19. Prizes may not be transferred or substituted except that Sponsor, in its sole discretion, may substitute a prize, or portion thereof, with a prize or portion of equal or greater value if it deems necessary or appropriate. Any such changes will be announced. 20. Any portion of any prize not used or accepted by any winner is forfeit and winner will not be entitled to a cash substitute. All prizes being offered are provided “as is” with no warranty or guarantee, express or implied, by Sponsor. Merchandise prizes (if any) carry no warranty other than that offered by relevant manufacturers. Sponsor has neither made nor is responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose. Other restrictions apply.

REGISTRATION

21. Registration will only be accepted in person, during the official Community or CVHP Employee Weigh In Events. Individuals or Teams of up to 5 persons can register. Participants can only register as an “Individual” or as a “Team Member” – not both. Teams will be given different Entry Materials than Individuals. Every member must be present at the time of the official weigh in.

22. Registration consists of two (2) steps, both of which must be completed in person at the official Weigh In events:

a. Entry Materials: First, you must legibly complete an Official Entry Form with all of the following required information: (i) name, (ii) address, (iii) telephone number, (iv) e-mail address, and (v) date of birth and you must complete and sign, without making any changes, a Liability Waiver & Release Form (collectively referred to as the “Entry Materials”).

b. Initial Weigh-In: Next, you will be required to participate in the initial individual weigh-in (“Initial Weigh-In”) and measurements/BMI will be OPTIONAL. Sponsor will maintain an “Initial Weight Report” for each Contestant. Please see “Weigh-In Procedures” below for the restrictions and limitations that apply to all Weigh-Ins (defined below). Each Contestant may also be offered additional free health screenings at the events.

23. You are not registered for the Contest until you have completed all of the steps in the preceding paragraph and Sponsor has received your Entry Materials and Initial Weigh In/Health Report. Weights will not be disclosed publicly (unless contestant provides consent). Only the individual progress of each Contestant, measured by net percentage of weight lost since his/her Initial Weigh-In, will be announced or displayed publicly during the Contest Period.

24. Sponsor reserves the right to add your e-mail address to a distribution list and stay in touch with you via e-mail about this Contest and provide future information about Lighten Up SGV!

25. All Entry Materials become the property of Sponsor and will not be returned.

WEIGH-IN PROCEDURES

26. Your Initial Weigh-In and Final Weigh-In (collectively, “Weights-Ins”) are all subject to the following restrictions and conditions:

a. Most scales will only measure up to 400 lbs. A doctor’s note with respect to a Contestant’s current actual weight within seven (7) days prior to the Initial Weigh-In only will be accepted in lieu of being weighed on site if such Contestant exceeds the weight measurable by the on-site scale.

b. No shoes hats, coats or other outerwear or unnecessary items as determined by Sponsor may be worn during any Weigh-In.

c. No “loading up” or disrobing will be permitted prior to any Weigh-In. Apparel pockets must be emptied, and jewelry, belts, wallets, outer apparel, and other such items must be removed prior to each Weigh-In. During the Initial Weigh-In, the Contest Representative will note the individual items of apparel worn by each Contestant, for example, jeans, sweater, etc. For accuracy, Contestants will be

required to wear comparably weighted apparel during the Final Weigh-In. If a Contestant fails to do so, Sponsor reserves the right, in its sole discretion, to adjust the Final Weigh-In. Report as it deems appropriate to account for any discrepancy.

27. Contestant's License & Warranty As To Entry Materials: By submitting Entry Materials, each Contestant grants Sponsor and its agents the right to record, copy, publish, use, edit, exhibit, distribute, perform, merchandise, market, license, sublicense, adapt and/or modify the content of such Entry Materials in any way, in any and all media, without limitation and without any compensation to the Contestant. Submission of Entry Materials further constitutes the Contestant's consent to irrevocably assign and transfer to Sponsor any and all rights, title and interest in such Entry Materials, including, without limitation, all copyrights.

28. By submitting any Entry Materials, each Contestant certifies that any written materials supplied by Contestant were original and written by the Contestant and no other person or entity holds rights to such materials. All Entry Materials become property of Sponsor and will not be returned.

29. **No weight loss supplements or prescriptions to help you lose weight may be used by Contestants during the Contest Period. No Contestants may have had or have any surgical weight loss procedures, including without limitation liposuction or gastric bypass, up to 12 Months BEFORE or DURING the Contest Period. No anabolic steroids, human growth hormones or non-medically necessary medications may be used by Contestants during the Contest Period except with a written prescription by a licensed physician for a verifiable medical condition.** 30. Sponsor reserves the right to disqualify any Contestant who Sponsor reasonably suspects has violated this paragraph unless Contestant can furnish proof satisfactory to Sponsor (i.e., from a lab or health care provider) that no violation has occurred.

31. Sponsor reserves the right but not the obligation (a) to feature any or all Contestants in other media or in other Contest-related promotions at Sponsor's sole discretion; and/or (b) to promote the Contest via social networking sites such as Facebook, Twitter, and other websites, with web drivers to the main Web site to follow the progress of the Contestants.

FINAL WEIGH-IN/DETERMINATION OF WINNERS

32. All Contestants will be required to participate in a Final Weigh-In (First phase – June 29; Second phase – November 2). Teams are still eligible to participate as long as 50% of the original Team Members are present for the Final Weigh-In. Only those Team Members weights will be calculated to determine COMBINED percentage of weight lost.

33. In the event of a tie between any potential winners, the winner will be determined based on second re-weigh by designated CVHP official. 34. In the event that any potential Winner (a) fails to satisfy any eligibility or verification requirement herein, (b) declines to accept the prize, or (c) is otherwise determined to be ineligible, Sponsor in its discretion may disqualify that individual and the runner-up Contestant. Alternate winners are subject to all eligibility requirements and restrictions of these Official Rules.

PUBLICITY RELEASE

35. By accepting a prize, each Winner agrees to award Sponsor the right to publicize his/her name, photograph (including the use and appearance of winner's photograph on the www.lightenupsgv.com or other Sponsor web pages), likeness, biographical information and details of winning for purposes of this and future promotions without further compensation, except where prohibited.

LIMITATION OF LIABILITY/DISCLAIMER OF LIABILITY

36. RELEASED PARTIES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE), INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. RELEASED PARTIES SHALL NOT BE LIABLE OR RESPONSIBLE FOR THOSE GUARANTEES OR WARRANTIES MADE OR OFFERED BY ADVERTISERS, PARTNERS, MANUFACTURERS OR SUPPLIERS, INCLUDING THOSE RELATED TO THE PRIZE OR ANY CONTEST-RELATED ACTIVITIES. UNDER NO CIRCUMSTANCES SHALL RELEASED PARTIES BE HELD RESPONSIBLE OR LIABLE FOR YOUR USE OF THE INFORMATION AND/OR PRODUCTS PROVIDED AND/OR MADE AVAILABLE THROUGH THE CONTEST OR FOR ERRORS OR ANOMALIES RESULTING IN THE UNINTENDED OR ERRONEOUS PARTICIPATION, AWARD OF PRIZE OR OTHER BENEFITS UNDER THESE OFFICIAL RULES. RELEASED PARTIES OFFER NO ASSURANCES, GUARANTEES OR WARRANTIES THAT THE CONTEST, CONTEST PAGE OR RELATED WEB SITES WILL BE UNINTERRUPTED OR ERROR-FREE AND DO NOT GUARANTEE THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE CONTEST. RELEASED PARTIES WILL NOT BE LIABLE, AND ARE NOT RESPONSIBLE, FOR DAMAGES OF ANY KIND RELATED TO YOUR PARTICIPATION IN OR INABILITY TO PARTICIPATE IN THE CONTEST, WHETHER THE DAMAGES ARE DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL.

37. CONTESTANTS AGREE, EXCEPT WHERE PROHIBITED BY LAW, TO RELEASE AND DISCHARGE, HOLD HARMLESS AND INDEMNIFY RELEASED PARTIES AND THEIR SUCCESSORS AND ASSIGNS, AND ALL OTHERS ASSOCIATED WITH THE DEVELOPMENT AND EXECUTION OF THIS CONTEST, FROM ANY AND ALL CLAIMS, ACTIONS, PROCEEDINGS, AND LIABILITY FOR ANY DAMAGES INCLUDING PROPERTY DAMAGE, EXPENSES, FEES, INJURY OR LOSSES (INCLUDING PERSONAL INJURY OR DEATH, MEDICAL OR HOSPITAL BILLS, AND PERMANENT OR PARTIAL DISABILITY) SUSTAINED IN CONNECTION WITH THE PARTICIPATION IN ANY ASPECT OF THIS CONTEST, THE RECEIPT, OWNERSHIP, OR USE OF THE PRIZE OR WHILE TRAVELING TO, PREPARING FOR, OR PARTICIPATING IN ANY CONTEST-RELATED OR PRIZE-RELATED ACTIVITY.

38. Without limiting the generality of the foregoing, all Contestants and other persons agree that Released Parties (a) are not responsible for lost, interrupted, or unavailable network, server, or other connections, or for any failed telephone or computer hardware or software, or for any failed, delayed, misdirected, corrupted, or garbled transmissions or errors of any kind, whether human, mechanical, or electronic, (b) are not responsible for any injury or damage to any computer, modem or other electrical device as a result of participation in this Contest or downloading of any software or materials; (c) are released from any and all liability related to this Contest and the receipt, use and/or misuse of any prize; and (d) will not be responsible for the inability to select Winners because of equipment failure, unforeseen human intervention, or data storage failure.

MISCELLANEOUS

39. All federal, state and local laws apply. Sponsor shall be entitled to interpret these Official Rules as needed — including but not limited to rules regarding Entry Materials, compliance with Official Rules, selection of Winners, deadlines, restrictions on prizes, and eligibility — and all of its decisions are final. By entering, Contestants agree to these Official Rules.

40. Sponsor reserves the right to cancel, terminate or suspend this Contest or any part of this Contest should any non-authorized intervention, network failure, information storage failure, telecommunications failure, malfunction, or other causes beyond its control, corrupt or impair the

security, administration, fairness and/or operation of this Contest as determined by Sponsor in its sole discretion, at which time, Sponsor will select the Winners in accordance with the previously announced selection criteria or as it otherwise deems fair under the circumstances from among all non-suspect entries received at the time of the Contest cancellation, termination or suspension.

41. Sponsor reserves the right to prohibit any Contestant from participating in the Contest if, at its sole discretion, Sponsor finds such Contestant to be tampering with the entry process or the operation of the Contest, or if such Contestant repeatedly shows a disregard for, or attempts to circumvent, these Official Rules, or acts: (a) in a manner Sponsor determines to be not fair or equitable; (b) with an intent to annoy, threaten or harass any other Contestant or Sponsor; or (c) in any other disruptive manner. Any person attempting to defraud or tamper with this Contest in any way will be ineligible for prizes and may be prosecuted to the full extent of the law. Any failure by Sponsor to enforce any of these Official Rules shall not constitute a waiver of such Official Rules.

CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

42. All activity arising out of and relating to the Contest is subject to verification and/or auditing for compliance with the Official Rules and you agree to cooperate with Sponsor concerning verification and/or auditing. All references to any Contestant's status as a "winner" are subject to verification and/or auditing by Sponsor. If verification activity or an audit evidences non-compliance of an entry or Contestant with the Official Rules at any time as determined by Sponsor in its sole discretion, Sponsor reserves the right to disqualify the Contestant and remove the corresponding entry from the Contest.

43. Sponsor reserves the right to correct typographical, printing or clerical errors in any Contest-related materials. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by applying the previously announced winner selection criteria to all legitimate, un-awarded, eligible prize claimants.

DISPUTES

44. By entering the Contest, Contestants agree that (a) any and all disputes, claims, and causes of action arising out of or connected with the Contest or Contest-related activities, or any Prizes, shall be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest but in no event attorneys' fees; and (c) under no circumstances will any Contestant be permitted to obtain any award for, and Contestant hereby waives all rights to claim punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses.

45. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Contestants and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with the laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of California. Any legal proceedings arising out of this Contest or relating to these Official Rules shall be instituted only in the federal or state courts located in the State of California, County of Los Angeles and the parties consent to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to

these rules. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

For additional questions or information, please contact the Public Relations department of Citrus Valley Health Partners at (626) 814-2403.

