

2018 8FIT TRANSFORMATION CHALLENGE OFFICIAL RULES

NO PURCHASE NECESSARY

WHAT CAN I WIN?

Eight (8) Contestants, who are deemed the category winner in one of the following categories:

- 1) Best Transformation/Inspirational story: one (1) male and one (1) female Contestant
- 2) True 8fitter: two (2) contestants
- 3) Best Motivator and/or Community Champion: two (2) contestants
- 4) People's Choice: one (1) male and one (1) female Contestant, from the top 8 contestants

and based on the criteria below ("Category Prize Winners"), will win a prize of: A trip to Berlin, Germany for a professional photo shoot at the 8fit GmbH headquarters and an 8fit Wellness Weekend Retreat at a sunny destination. The approximate retail value ("ARV") of each of the Category Prize Winner Prize is approximately \$3,0000.00 USD. Travel dates between August 12-20, 2018.

Sixteen (16) Contestants ("Weekly Prize Winners") will receive the following weekly prize packages ("Weekly Prize Package"):

Week 1 through Week 16: (April 9 - July 29, 2018): One (1) Weekly Prize Winner will receive: two (2) 1 year 8fit PRO subscription accounts for the Winner and to gift for a friend, an 8fit water bottle and \$50 USD online gift card. The ARV of each of the Week 1 through Week 16 Weekly Prize Package is \$189.99 USD.

The Weekly Prize and Category Prize winner Contest will take place across social media channels such as Instagram, Facebook, and Youtube. This promotion is not sponsored, endorsed or administered by, or associated with, Instagram, Facebook, or Youtube. More information regarding eligibility, winner selection, and available prizes is further described below.

WHO CAN ENTER?

1. **ELIGIBILITY:** The 2018 8fit Transformation Challenge sponsored by URBANITE INC. (the "Contest") is open to legal residents of their respective countries where not prohibited by law, who are eighteen (18) years of age or older at the time of entry who have Internet access and a valid e-mail account prior to the beginning of the Contest Period. ("Contestant"). Contestant may not be a national or legal permanent resident of the province of Quebec (Canada) or the following countries: Burma, Cuba, Iran, North Korea, Sudan or Syria. Contestants may not be members of any guild, union or other organization that may prohibit them from participating in this Contest and that would restrict, require due payment or otherwise have the right to oppose such Contestant's participation in this Contest. Employees, contractors, members, and agents of 8fit GmbH and Urbanite Inc. and members of their immediate family (including spouses, parents, siblings, children and their respective

spouses) and persons living in the same household with any such individuals are ineligible. Except as otherwise permitted herein, only one (1) entry per person will be accepted. If a Contestant submits multiple entries, the last entry will be accepted and the others will be discarded. In order to be eligible, Contestant must follow these Rules. Failure to comply with these Rules will result in ineligibility of Contestant. Sponsor has the right to verify the eligibility of each entrant. **This Contest is void where prohibited or restricted by law. No purchase is necessary.**

2. SPONSOR: This Contest is sponsored by URBANITE INC., a Delaware Corporation, having its principal place of business at 160 Greentree Drive, Suite 101, City of Dover, County of Kent, Delaware 19904 USA ("Sponsor").

3. TO ENTER: The Contest Challenge Period begins at 12:01 am PST on April 9, 2018 and ends at 11:59 pm PST on July 29, 2018 ("Contest Challenge Period").

Enrollment periods are as follows: Registration begins at 12:01 am PST on April 2, 2018 and ends at 11:59 pm PST on May 4, 2018, category winners announced July 31, 2018.

Transformation Challenge week 1 begins at 12:01 am PST on April 9, 2018 and ends at 11:59 pm PST on April 15, 2018, winner announced April 16, 2018.

Transformation Challenge week 2 begins at 12:01 am PST on April 16, 2018 and ends at 11:59 pm PST on April 22, 2018, winner announced April 23, 2018.

Transformation Challenge week 3 begins at 12:01 am PST on April 23, 2018 and ends at 11:59 pm PST on April 29, 2018, winner announced April 30, 2018.

Transformation Challenge week 4 begins at 12:01 am PST on April 30, 2018 and ends at 11:59 pm PST on May 6, 2018, winner announced May 7, 2018.

Transformation Challenge week 5 begins at 12:01 am PST on May 7, 2018 and ends at 11:59 pm PST on May 13, 2018, winner announced May 14, 2018.

Transformation Challenge week 6 begins at 12:01 am PST on May 14, 2018 and ends at 11:59 pm PST on May 20, 2018, winner announced May 21, 2018.

Transformation Challenge week 7 begins at 12:01 am PST on May 21, 2018 and ends at 11:59 pm PST on May 27, 2018, winner announced May 28, 2018.

Transformation Challenge week 8 begins at 12:01 am PST on May 28, 2018 and ends at 11:59 pm PST on June 3, 2018, winner announced June 4, 2018.

Transformation Challenge week 9 begins at 12:01 am PST on June 4, 2018 and ends at 11:59 pm PST on June 10, 2018, winner announced June 11, 2018.

Transformation Challenge week 10 begins at 12:01 am PST on June 11, 2018 and ends at 11:59 pm PST on June 17, 2018, winner announced June 18, 2018.

Transformation Challenge week 11 begins at 12:01 am PST on June 18, 2018 and ends at 11:59 pm PST on June 24, 2018, winner announced June 25, 2018.

Transformation Challenge week 12 begins at 12:01 am PST on June 25, 2018 and ends at 11:59 pm PST on July 1, 2018, winner announced July 2, 2018.

Transformation Challenge week 13 begins at 12:01 am PST on July 2, 2018 and ends at 11:59 pm PST on July 8, 2018, winner announced July 9, 2018.

Transformation Challenge week 14 begins at 12:01 am PST on July 9, 2018 and ends at 11:59 pm PST on July 15, 2018, winner announced July 16, 2018.

Transformation Challenge week 15 begins at 12:01 am PST on July 16, 2018 and ends at 11:59 pm PST on July 22, 2018, winner announced July 23, 2018.

Transformation Challenge week 16 begins at 12:01 am PST on July 23, 2018 and ends at 11:59 pm PST on July 29, 2018, winner announced July 30, 2018.

Contestant's transformation start date begins on April 9, 2018 ("Challenge Start Date") and ends on July 29, 2018 ("Challenge Completion Date"). All final materials must be received on the Challenge Completion Date. In no event will materials be accepted after 11:59 pm PST on July 29, 2018 (the "Contest Period").

To enter the Contest, Contestant registers via their 8fit app with their Instagram account. Visit the website <https://www.8fit.com/challenge> to download the free 8fit app. Contestant must have a valid email address. Failure of Contestant to correctly complete any portion of the online entry form will result in ineligibility. Any communication regarding the Contest will be sent to the email address on file. It is Contestant's responsibility to notify Sponsor at transformation@8fit.com of a change of email address. All materials submitted become the property of Sponsor and will not be returned. Contestant must solely own their Instagram account. Only one (1) Instagram account per Contestant will be accepted; all duplicate accounts will be disregarded. False or deceptive accounts provided by Contestant shall render the entry ineligible.

Use of any illegal or banned substances to achieve results is prohibited. Contestants may be required to test and/or sign an affidavit verifying that their transformation was achieved without the use of illegal substances.

IMPORTANT NOTICE TO CONTESTANTS: CONTESTANTS ARE RESPONSIBLE FOR DETERMINING THE CORRESPONDING TIME ZONE IN THEIR RESPECTIVE JURISDICTION.

4. PHOTO AND VIDEO SUBMISSION: To enter, Contestant must post on their Instagram account three (3) "before" full body profile using the instructions provided and depicting: front body view including face; back body view; and body side view. $\frac{3}{4}$ body or full-body pictures are best for showing Contestant's full transformation. All "before" photos must be submitted no later than 11:59 pm PST May 4, 2017. Contestant must be clothed in a swimsuit or sports wear with your midsection visible. Contestants are encouraged to stay active in the 8fit app (as further described below) and to use 8fit app tools to enter activities, meals, weight and body fat percentage before, during, and after the transformation. Contestant must also submit a short testimonial video in Landscape orientation and three (3) "after" photographs with the same requirements as the "before" photographs by no later than 11:59 pm PST on July 29, 2018. *Important:* In the front-view picture for both the "before" and "after" photo submissions, write or print out the challenge hashtag (#8fitChallenge and #8fit) on a piece of paper and hold it up. Sponsor reserves the right to contact any Contestant who has entered the Contest to request resubmission of one or more of the "before" or "after" photographs (collectively the "Images") or to request that Contestant submit additional Images. Any entries submitted by anyone other than the person appearing in the Images, entries submitted by modeling agencies or similar professionally-produced photographs, or

those that have been enhanced or altered will be rejected. Photos and videos should be submitted using Contestant's 8fit app or Contestant's Instagram account. Testimonial videos should be submitted three (3) days prior to deadline (details on submission will be provided on July 23, 2018.)

Submission of Images, Videos and entry in the Contest with the tag #8fitChallenge and #8fit constitutes Contestant's consent to use the Images and Videos on Sponsor's websites and associated or affiliated websites, marketing, and promotion in perpetuity without compensation. Contestant represents and warrants that he or she has all rights to the Images and Videos and all materials submitted in connection with the Contest. Contestant grants Sponsor a perpetual, royalty-free, non-exclusive license to the Images, Videos and any materials submitted in connection with the Contest. Sponsor will decide, in its sole discretion, whether to accept Contestant's photographs or other materials. Sponsor will not be responsible for any financial reimbursement to the original copyright holder for the right to publish the Images or Videos as provided herein. Sponsor will not be held under any obligation to publish a photo or video credit to the original copyright holder for the publication of an Image or Video. Contestant agrees to hold Sponsor harmless, defend, and indemnify Sponsor from any and all liabilities, loss, claims, or causes of action, including reasonable attorneys' fees and expenses, which may be incurred by Sponsor, arising out of or relating to Contestant's Images or Videos or any violation of the Rules.

5. INTELLECTUAL PROPERTY: Contestant retains rights to their Entries; however, by entering the Contest, posting photos in connection with the Contest, or using Contest-related hashtags, Contestant grants Sponsor (and those authorized by Sponsor) a royalty-free, worldwide, perpetual, non-exclusive license to publicly display, distribute, reproduce, and create derivative works of the Entries, in whole or in part, in any media now existing or later developed, for any purpose, including, but not limited to, advertising and promotion. Contestant represents and warrants that he or she has all rights to Contestant's Entries and all materials submitted in connection with the Contest. Sponsor will not be required to pay any additional consideration or seek any additional approval in connection with such uses. Sponsor has no obligation to publish a photo credit to the original copyright holder for the publication of an Entry. By submitting an Entry, each Contestant represents and warrants that: (i) the Entry is the original creation of the Entrant (or Entrant's agent); (ii) none of the intellectual property rights in the Entry, or any portion thereof, has been licensed, assigned, or transferred to anyone that is not Entrant; and (iii) the Entry does not, to Contestant's knowledge, violate any applicable law or regulation or infringe upon the intellectual property rights held by any third party. Contestant agrees to hold harmless, defend, and indemnify Sponsor from any and all liabilities, loss, claims, or causes of action, including reasonable attorneys' fees and expenses that may be incurred by Sponsor, arising out of or relating to Contestant's Entries.

6. WINNER SELECTION & JUDGING CRITERIA: On or about, Tuesday, July 31, 2018, eight (8) Contestants subject to eligibility requirements and who are deemed the best in their respective categories will be selected to win the Category Winner Prizes as described below (the "Category Selected Entrants"). In addition, sixteen (16) winners Weeks 1 through 16 of the Challenge Period as set forth in Section 3 – will be selected to win the Weekly

Prize as described below (the “Weekly Selected Entrants”). The Category Selected Entrants, and Weekly Selected Entrants are collectively referred to herein as “Selected Entrants.”

The Category Selected Entrants will be chosen by judges applying the following criteria, in their sole discretion: a) Contestant's active use of the 8fit program and social media, and Contest hashtags; (b) Contestant’s encouragement of other participants; (c) Contestant’s ability to achieve their transformation goals; (d) Contestant’s story submitted and (d) Contestant’s success in one of these four categories:

1. Best Transformation/Inspirational Story - one (1) male and one (1) female: (a) physical improvement made to Contestant’s body as evidenced by the "before" and "after" images as submitted
2. True 8fitter - two (2) Contestants: (a) demonstrate Contestants journey of healthy eating and physical activity; with consistent posts of (not limited to but preferably 8fit) healthy meals, workouts and participation in the weekly challenges
3. Best Motivator/Community Champion - two (2) Contestants: (a) demonstrates encouragement of other participants; (b) take initiative to lead community meetups
4. People’s Choice - two (2) Contestants: (a) judges will select a group of 8 contestants who demonstrate frequent participation for the duration of the entire challenge; (b) the public will vote for one (1) male and one (1) female from the group of 8 (c) highest number of votes will determine the winner

The judges will consist of Sponsor's employees qualified to apply the judging criteria, in Sponsor's sole discretion. All decisions by Sponsor are final and binding. All Selected Entrants will be notified by email and announced on or about July 31, 2018 on 8fit.com platforms

Sixteen (16) Weekly Selected Entrants who complete the challenge sent out in the weekly Contest emails and instagram posts will be selected at random during the Contest to receive a Weekly Prize. Selection of the Weekly Selected Entrant is based on Contestant's participation in the weekly contest described in weekly emails sent to Contestant by 8fit.com (“Weekly Contests”). The Weekly Contests will take place on Instagram. Contestants must follow the directions provided to them in the weekly emails to be eligible to win. Each Weekly Winner will be announced on 8fit.com/challenge and instagram the following week.

7. PRIZES: Subject to Contestant's full compliance with the Rules, Selected Entrants will receive the following prizes:

Eight (8) Contestants (“Category Prize Winners”) will each receive a prize package consisting of: A trip to Berlin, Germany for a professional photo shoot at the 8fit Headquarters and an 8fit Wellness Weekend Retreat at a sunny destination. The approximate retail value “ARV” is \$3,000.00 USD.

See clause 8 below for additional details of the prize to Berlin and the 8fit Wellness Weekend Retreat.

Sixteen (16) Contestants (“Weekly Prize Winners”) will receive the following weekly prize packages (“Weekly Prize Package”): Week 1 through Week 16 (April 9, 2018 – July 29,

2018): The ARV of each of the Week 1 through Week 11 Weekly Prize Package is \$189.99 USD.

The Weekly Prize and Category Prize Winner Contests will take place across social media channels such as Facebook, Instagram, Youtube. The Category Prizes, and the Weekly Prizes are collectively referred to as the "Prize." The value of the Prize set forth above represents Sponsor's good faith determination of the approximate retail value thereof, and the actual fair market value, as ultimately determined by Sponsor, is final and binding and cannot be challenged or appealed. In the event the stated approximate retail value of a Prize is more than the actual fair market value of that prize, the difference will not be awarded in cash or otherwise. No transfer, substitution, or cash equivalent for any prizes will be permitted, except at the sole discretion of the Sponsor due to unavailability of prizes for any reason, including but not limited to cancellation, scheduling conflicts, or force majeure. Sponsor reserves the right to substitute prizes of equal or greater value. All prizes are valued in U.S. dollars. Any costs associated with currency exchange are the sole responsibility of the recipient. The prizes do not include taxes, insurance, personal expenses, gratuities, incidental charges, or any other items not specifically described in the Rules and the foregoing are the Selected Entrants' sole responsibility. Selected Entrants are responsible for determining applicability and payment of all taxes.

8. DETAILS OF THE TRIP TO BERLIN & 8FIT WELLNESS WEEKEND RETREAT PRIZE:

The prize is for 1 adult (18+) and inclusive of:

- (a) Roundtrip standard economy flights (inclusive of all taxes) to Berlin, Germany from winner's home city to an airline chosen by the Sponsor.
- (b) Excludes transfers to and from Berlin airports.
- (c) The following accommodation:
 - (i) x6 nights in Berlin at an Airbnb chosen by the Sponsor (excludes breakfast, lunch and dinner and drinks)
 - (i) x2 nights in a retreat at a sunny destination chosen by the Sponsor including breakfast, lunch, dinner and drinks (includes fitness, yoga and meditation classes and educational nutrition and fitness sessions)
- (d) Return transportation and transfers to and from the Airbnb in Berlin to the retreat which will be confirmed during the challenge period
- (e) Travel Insurance, visas and spending money are not included. Winners are responsible for arranging visas before entry into Germany. Winners are responsible for checking all visa requirements beforehand plus any other costs associated with claiming the prize.

Travel Dates: The winner must be available for travel on August 12, 2018 to August 20 2018 inclusive and have a valid passport with at least 6 months before expiry on it. The winner may ask the Sponsor to amend the dates of the return flights from Berlin to winner's home city but must pay for any charges incurred in changing the dates as well as any increase in flight price from the dates of travel as set out in this clause.

Prizes are non-transferable and no cash or date alternative is available. However the Promoter reserves the right to award similar alternative prizes of equal or greater value in the event of circumstances outside of its control.

9. **ADDITIONAL REQUIREMENTS:** All Selected Entrants agree to sign any documentation requested by Sponsor, including, without limitation, an Affidavit of Eligibility/Release of Liability/Prize Acceptance Form when selected and upon presentation of said form(s) by Sponsor. If any document is returned to Sponsor as undeliverable or if Sponsor does not receive a response from any Selected Entrant within five (5) business days of attempted notification, such Selected Entrant may be disqualified and the prize will be awarded to an alternate winner. Selected Entrants may be required to participate in media coverage and/or events at Sponsor's request. Should the Selected Entrant be unable or unwilling to fulfill the obligations outlined in these Official Rules, a substitute winner may be named.

10. **LANGUAGE:** The official version of these Official Rules is the English language version. In the event of contradictions or discrepancies between different language versions of these Official Rules, the English language version takes precedent. Entrants must submit all materials and information in English. Sponsors are not responsible for translation of any submissions or information provided in another language. Failure to submit required information in English may result in disqualification.

11. **PERSONAL INFORMATION:** Any personal information that Contestants and Selected Entrants submit in connection with the Contest will be collected and used by Sponsor and their authorized agents to administer the Contest and award the prizes. Contestant's personal information may also be used to send additional information about Sponsor, its affiliates, and licensees, in accordance with applicable law. Except as set forth herein, Contestant's personal information will not be used for any other purpose and will not be shared with anyone else, unless required by law.

12. **RELEASE:** In consideration of the acceptance of Contestant's entry in the Contest and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contestant hereby takes action for themselves, their executors, administrators, agents, representatives, spouse, children, heirs, next of kin, successors, and assigns, and acknowledges and agrees as follows: (a) to be bound by the Rules; (b) that participation in the Contest is voluntary; (c) Contestant is not a minor; (d) Contestant is of sound mind and body and have not been advised otherwise by qualified medical person; (e) Contestant possesses all rights and faculties necessary to execute, deliver and perform this agreement; (f) certifies that Contestant meets all eligibility requirements as set forth in the Rules, which Contestant warrants they have read, understand, and agree to; (g) certifies that all photographs Contestant submits for the Contest will depict only Contestant, will not be altered in any manner whatsoever, will be owned by Contestant and not require the consent of any other third party rights holder; (h) Contestant is fully aware and assume the risk of illness, accidents, injury, death, personal injury, bodily harm, emotional stress, psychological harm, property damage and all dangers potentially arising from or in connection with participation in the Contest; (i) Contestant is fully aware that the results of the Contest are decided by Sponsor in its sole discretion, understands Sponsor's decisions are final and

binding in all matters relating to the Contest, and agrees not to contest Sponsor's decisions in all matters relating to the Contest.

Further, Contestant irrevocably grants to Sponsor the right to edit, modify and/or publish and copyright the Images. Sponsor does not make any warranty, representation or guarantee, express or implied, in fact or in law, relative to the use of any prize, including, without limitation, quality, merchantability and fitness for a particular purpose.

13. **DISCLAIMER AND LIMITATION OF LIABILITY:** By entering, Contestant agrees: (a) to release Sponsor and its agents from all liability, loss, or damage arising out of or relating to the Contest, including with respect to the Contest, interpretation of these Rules, decisions by the judges, and Contestants' acceptance and use/misuse of any Prize; (b) to be bound by these Rules; and (c) that Sponsor, its affiliates and licensees may use Contestant's name(s), likeness, biographical information, social media username, the images, personal information, and statements made by Contestant to Sponsor, the Submission(s) in whole or in part in any and all media for any purpose, including without limitation advertising and promotional purposes, as well as in, or in connection with the Contest and/or other promotions conducted by Sponsor, and information on the entry form for advertising and promotional purposes in all media worldwide without additional compensation. Contestant irrevocably grants to Sponsor the right, in its sole discretion, to edit, composite, morph, scan, duplicate, alter, publish, modify, copyright, or otherwise use each Submission for any purpose which Sponsor deems necessary or desirable (including, without limitation, posting on its Site), and each Contestant irrevocably waives any and all rights Contestant may have therein. Sponsor does not make any warranty, representation or guarantee, express or implied, in fact or in law, relative to the use of any prize, including, without limitation, quality, merchantability and fitness for a particular purpose.

Sponsor is not responsible for any incorrect or inaccurate entry information, human error, technical malfunction, failures, omission, interruption, deletion, or defect of any telephone network, computer online systems, computer equipment, servers, access providers, or software, including any injury or damage to Contestant's or any other persons', computer relating to or resulting from participation in this Contest; inability to access the entry website or any pages thereof; theft, tampering, destruction, or unauthorized access to, or alteration of entries; entry submissions that are processed late or incorrectly or are incomplete, garbled, or lost due to computer or electronic malfunction or traffic congestion on the Internet or any website. Contestant agrees proof of entering information at website is not considered proof of delivery or receipt. All dates set forth in these Rules are approximate.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, SPONSOR SHALL NOT BE LIABLE TO CONTESTANT OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS), EVEN IF SPONSOR HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. SPONSOR RESERVES THE RIGHT TO TERMINATE, SUSPEND, WITHDRAW OR AMEND THE CONTEST FOR ANY REASON.

14. GOVERNING LAW; JURISDICTION: This Contest will be governed by and construed in accordance with the laws of the state of Delaware without regard to conflict of law principles. Any controversy arising under, in connection with or in any way relating to this Contest shall be adjudicated before a state or federal court of competent jurisdiction located in Dover, Kent County, Delaware, U.S.A. Contestant and Sponsor (i) accept, generally and unconditionally, the exclusive jurisdiction of such court and any related appellate court, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Contest, and (ii) irrevocably waives any objection it may now or hereafter have as to the venue of any such suit, action or proceeding brought in such a court or that such court is an inconvenient forum.

15. EU CONTESTANTS: For Contestants from Member States of the European Union, mandatory national law may apply in some cases.