



## InBody Challenge

### **PARTICIPANT AGREEMENT AND LIABILITY RELEASE FORM**

The “InBody Challenge” is sponsored by Biospace, Inc., a California corporation, doing business as InBody, with an address at 13850 Cerritos Corporate Dr. Unit C, Cerritos, CA 90703. All federal, state and local laws apply.

By voluntarily signing up for the InBody Challenge, you certify that you are physically healthy and have NOT been advised to NOT participate in this challenge by a qualified medical professional, and you are not aware of any condition that you may have that may present a health risk to you if you participate in the InBody Challenge. We recommend that you do NOT participate in the InBody Challenge if you are pregnant, or have medical implants, such as pacemakers, metal implants, insulin pumps or similar devices or components.

The purpose of this event is to encourage participants to achieve and maintain good mental and physical health by changing their body composition through a combination of diet and exercise. The InBody Challenge is a contest, and NOT a lottery or sweepstakes.

#### **OFFICIAL RULES:**

1. The InBody Challenge runs from **January 12, 2017 (9:00 AM and 12:00 PM, PST)** to **April 11, 2017 (9:00 AM and 12:00 PM, PST)**. You must complete an initial and final weigh-in during the scheduled hours, on the assigned dates, of the InBody Challenge, to be eligible to win.
  - a. A picture will be taken of you for our records on your initial and final weigh-in days.
  - b. As used in the InBody Challenge, a “weigh-in” includes collection and recording of a participant’s body compositional data as well as the participant’s weight.
2. To be eligible to enter:
  - a. You **MUST register** through the InBody Challenge webpage and **sign** this Participant Agreement and Liability Release Form, **prior to your arrival**.
  - b. You **MUST submit** your signed form and **\$10 entry fee, CASH ONLY**, to an InBody staff member **upon your arrival**.
  - c. You **MUST** complete your initial weigh-in on an InBody 570 or similar device at the InBody Showroom, located at 13850 Cerritos Corporate Dr. Unit C, Cerritos, CA 90703, **between 9:00 AM and 12:00 PM PST, on Thursday, January 12, 2017**, (the “InBody Showroom”).
3. To be eligible to win:
  - a. You **MUST** complete the prior listed entry eligibility items.
  - b. You **MUST** use the same height measurement during the initial and final weigh-in.
  - c. You **MUST** attend both the scheduled initial and final weigh-in dates at the designated time window -- **January 12, 2017 (9:00 AM and 12:00 PM, PST)** and **April 11, 2017 (9:00 AM and 12:00 PM, PST)**
4. InBody will award prizes to the participants with the **top three transformations in body composition**. The winners will be determined by a formula confidential and proprietary to InBody that calculates the change in Lean Body Mass (“LBM”) and Fat Mass (“FM”). Loss in LBM and gain in FM are considered negative changes, while gain in LBM and loss in FM are considered positive changes. Each participant’s result sheet data will be used to calculate the change in body composition, and the winners will be the individuals ranking in the top three for the most positive transformation in body composition. *For further information and see an illustrative example of how the calculations would normally work, you may go to the InBody Challenge webpage and download the “InBody Challenge Calculator” under the “Resources” tab. Not all variations in LBM and FM can be automatically calculated. InBody reserves the right to, at its sole and absolute discretion, review and adjust the formula and any calculations resulting from the application of the formula to more accurately reflect the total change in body composition. Participation in the InBody Challenge does not guarantee positive transformation in body composition.*
5. The **first place winner** will receive a \$1,000.00 gift card and the collective total of registration fees. The **second place winner** will receive an InBody BAND, a fitness tracker that measures body composition,



with a retail value of \$ 155.55. **The third place winner** will receive an InBody PUSH, a portable stadiometer, with a retail value of \$149.99.

- a. If there is a tie for first place, the prize money and the gift card will be evenly divided and distributed to each co-winner.
  - b. If there is a tie for second place, each second place winner will receive an InBody BAND.
  - c. If there is a tie for third place, each third place winner will receive an InBody PUSH.
6. InBody will file an IRS Form 1099 in the name of any winners, if applicable, for the value of the prizes awarded. The odds of winning a prize are dependent on the number of eligible participants. There is no maximum number of participants necessary to complete the InBody Challenge and determine winners. The maximum amount of money that a participant is asked to pay to win any of the prizes is the \$10 registration fee.
  7. InBody will notify the winners by 5 PM at the end of the final weigh-in on Tuesday, April 11, 2017. Winners will be notified via the contact information provided by the participant during registration. If any winner **fails to respond within 24 HOURS** of when the call/email is placed or sent, **he/she will forfeit his/her right to the prize and an alternate winner will be selected, and the process of notification and selection will be repeated as necessary.** The winners will then be announced publicly, on the InBody Challenge website, within three business days following the final determination of the winners.

#### **Conditions:**

1. If there is a dispute about the winner(s), InBody reserves the right to disqualify any or all of the entries submitted from the disputed winner(s), in InBody's sole and absolute discretion. InBody reserves the right, in its sole and absolute discretion, to disqualify any participant for the following reasons: not complying with these Official Rules; tampering with the operation of the InBody Challenge; engaging in false or deceptive acts; use of any artificial or unhealthy means of alteration in body composition, including but not limited to liposuction, weight loss surgery, or other similar procedures; failure to cooperate with InBody during the winner confirmation process, including but not limited to cooperating with an InBody ordered confirmatory verified weigh-in; engaging in unhealthy practices; engaging in verbal or physical harassment of any kind; or engaging in illegal practices of any kind.
2. InBody is not responsible for technical or communication malfunctions or errors or failures of any kind, including but not limited to lost or unavailable network connections; unauthorized human intervention; traffic congestion; incomplete or inaccurate capture of registration information (regardless of cause); or failed, incomplete, or delayed computer transmissions, which may limit one's ability to enter the InBody Challenge.
3. InBody reserves the right, in its sole and absolute discretion, to cancel, modify, or suspend the InBody Challenge if it cannot be completed as planned due to unauthorized intervention, technical failures, typographical or production errors in the Official Rules or other advertising for the InBody Challenge, or other conditions beyond InBody's control. In such case, InBody may, at its sole and absolute discretion, select the winner(s) from all eligible entries received unaffected by the problem.
4. **CAUTION: ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE INBODY CHALLENGE MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, INBODY RESERVES THE RIGHT TO SEEK DAMAGES FROM THE PERPETRATOR TO THE FULLEST EXTENT PERMITTED BY LAW.**
5. Any and all legal actions or claims arising in connection with the InBody Challenge or these Official Rules will be governed by, and construed in accordance with, the laws of the State of California and the exclusive venue for such actions or claims shall be state or federal courts located in Los Angeles County, California. Any and all disputes, claims, and causes of action arising out of or in connection with the InBody Challenge, shall be resolved individually, without resort to any form of class action. **[Query: Consider whether to provide for arbitration under AAA Consumer Arbitration Rules.]**



6. By participating in the InBody Challenge, except as expressly otherwise provided in this agreement, the participant hereby agrees to InBody's collection and usage of the participant's personal information, and acknowledges that the participant has read and accepted InBody's privacy policy located at <https://www.inbodyusa.com/pages/privacy-policy>. The participant further agrees to be contacted by InBody by telephone, mail or email regarding the InBody Challenge.
7. **Personal Information Release:** By participating in the InBody Challenge, the participant authorizes the use or disclosure of his/her personal information presented on the InBody 570 result sheet. The participant has the right to withdraw permission for the release of information at any time. The revocation must be made in writing and will not affect information that has already been used or disclosed. The participant has the right to receive a copy of this authorization. In signing this authorization voluntarily, the participant further understands that a person to whom records and information are disclosed pursuant to this authorization, may not further use or disclose the personal information unless another authorization is obtained from the participant or unless such disclosure is specifically required or permitted by law.
8. **Photo Release:** By participating in the InBody Challenge, the participant is granting InBody the right and permission to take, use, re-use, publish, and republish photographic portraits or pictures of him/her or in which he/she may be included, in whole or in part, or composite or distorted in character or form, without restriction as to changes or alterations, in conjunction with his/her name or a fictitious name, or reproductions thereof in color or otherwise, made through any medium at InBody, and in any and all media now or hereafter known for illustration, promotion, art, editorial, advertising, trade, or any other purpose whatsoever. The participant also consents to the use of any published matter in conjunction therewith. The participant hereby waives any right that he/she may have to inspect and approve the finished product or copy that may be used in connection with an image that InBody has taken, or the use to which it may be applied. The participant further releases InBody from any claims for remuneration associated with any form of damage, foreseen or unforeseen, associated with the proper commercial or artistic use of these images unless it can be shown that said reproduction was maliciously caused, produced and published for the sole purpose of subjecting the participant to conspicuous ridicule, scandal, reproach, scorn and indignity. The participant acknowledges that the photos were taken in a completely proper and highly professional manner, and this release was willingly signed. The participant certifies that he/she is not a minor, and is free and able to give such consent. The participant agrees to hold InBody harmless from any and all claims, including attorney's fees, arising out of InBody's use of any photographic portraits or pictures of him/her submitted by the participant to InBody.

**Release of Liability:**

**IN CONSIDERATION FOR BEING ALLOWED TO PARTICIPATE IN THE INBODY CHALLENGE, ON BEHALF OF MYSELF AND MY NEXT OF KIN, HEIRS AND REPRESENTATIVES, I, THE PARTICIPANT EXECUTING THIS DOCUMENT BELOW, RELEASE FROM ALL LIABILITY AND PROMISE NOT TO SUE INBODY AND ITS EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, VOLUNTEERS, REPRESENTATIVES AND AGENTS FROM ANY AND ALL CLAIMS, INCLUDING CLAIMS OF NEGLIGENCE, RESULTING IN ANY PHYSICAL OR PSYCHOLOGICAL INJURY (INCLUDING PARALYSIS OR DEATH), ILLNESS, DAMAGES, OR ECONOMIC OR EMOTIONAL LOSS I MAY SUFFER BECAUSE OF MY PARTICIPATION IN THE INBODY CHALLENGE, INCLUDING TRAVEL TO, FROM AND DURING THE INBODY CHALLENGE. I AM VOLUNTARILY PARTICIPATING IN THE INBODY CHALLENGE. I AM AWARE OF THE RISKS ASSOCIATED WITH TRAVELING TO/FROM AND PARTICIPATING IN THE INBODY CHALLENGE, WHICH INCLUDE BUT ARE NOT LIMITED TO PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND/OR DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' ACTIONS, INACTION, OR NEGLIGENCE; CONDITIONS RELATED TO TRAVEL; OR THE CONDITION OF THE INBODY CHALLENGE'S LOCATION. NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN OR UNKNOWN TO ME, OF MY PARTICIPATION IN THE INBODY CHALLENGE. I AGREE TO HOLD INBODY HARMLESS FROM ANY AND ALL**



**CLAIMS, INCLUDING ATTORNEY'S FEES OR DAMAGE TO MY PERSONAL PROPERTY, THAT MAY OCCUR AS A RESULT OF MY PARTICIPATION IN THE INBODY CHALLENGE. IF INBODY INCURS ANY OF THESE TYPES OF EXPENSES, I AGREE TO REIMBURSE INBODY. IF I NEED MEDICAL TREATMENT, I AGREE TO BE FINANCIALLY RESPONSIBLE FOR ANY COSTS INCURRED AS A RESULT OF SUCH TREATMENT. I AM AWARE AND UNDERSTAND THAT I SHOULD CARRY MY OWN HEALTH INSURANCE. I UNDERSTAND THE LEGAL CONSEQUENCES OF SIGNING THIS DOCUMENT, INCLUDING (A) RELEASING INBODY FROM ALL LIABILITY, (B) PROMISING NOT TO SUE INBODY, (C) AND ASSUMING ALL RISKS OF PARTICIPATING IN THE INBODY CHALLENGE. I UNDERSTAND THAT THIS DOCUMENT IS WRITTEN TO BE AS BROAD AND INCLUSIVE AS LEGALLY PERMITTED BY THE STATE OF CALIFORNIA. I AGREE THAT IF ANY PORTION IS HELD INVALID OR UNENFORCEABLE, I WILL CONTINUE TO BE BOUND BY THE REMAINING TERMS. I HAVE READ THIS DOCUMENT, AND I AM SIGNING IT FREELY. NO OTHER REPRESENTATIONS CONCERNING THE LEGAL EFFECT OF THIS DOCUMENT HAVE BEEN MADE TO ME.**