

INSTAGRAM SWEEPSTAKES
SPONSORED BY FITNOW d/b/a LOSE IT!
(“Sweepstakes”)

Official Sweepstakes Rules

By entering this Sweepstakes, the entrant (“Entrant”) agrees to be bound by these Official Rules and to accept as final all winners selected by FitNow d/b/a Lose It! (“Sponsor”)

1. **Eligibility:** NO PURCHASE NECESSARY. A purchase will not improve chances of winning. Open to persons eighteen (18) years of age or older who are residents of the continental United States. Sponsor’s employees and their immediate family and household members are not eligible to enter. All federal, state, and local laws and regulations apply. VOID WHERE PROHIBITED.
2. **How to Enter:** Follow all instructions in these Official Rules; otherwise entry may be disqualified.
 - A. **Random One-Time Drawing:** Enter by visiting www.instagram.com/loseitapp and following contest rules: Follow @loseitapp Instagram account, “Like” contest photo, Tag @LoseItApp in participating photo, and use indicated hashtag in caption. Limit one entry per person. Duplicate entries will be voided. All entries must be received between 12:01 am EST on date Lose It! posts original announcement, and will end 11:59 pm EST on day specified on Instagram contest post (“Promotion Period”).
 - B. *Other entries: Entrant is automatically entered or (ii) by sending your name, mailing address, and email address to FitNow, d/b/a Lose It!, 250 Northern Ave., Suite 420, Boston, MA 02110). Include text “INSTAGRAM CONTEST”. Limit one entry per person. Duplicate entries will be voided. All entries must be received between 12:01 am EST on date Lose It! posts original announcement, and will end 11:59 pm EST on day specified on Instagram contest post (“Promotion Period”).*
3. **Selection of Winner and Odds of Winning:**
 - A. **Multiple Winners.** Sponsor will select, by random drawing, five (5) winners (“IG Winner”) at the final date of the Promotion Period. Odds of winning depend on total number of qualified entries received during the Promotion Period. Each IG Winner will be notified by email no later than five (5) days following the drawing. An alternate IG Winner will be selected at random if notification is returned as undeliverable or if the Prize is unclaimed after the fourteenth (14th) day following the first attempted notification. If Sponsor is unable to notify either a winner or an alternate winner as set forth herein, then Sponsor, at its sole discretion, may choose to end the Sweepstakes with no winner.
 - B. *No Grand Prize Winner.*
4. **Prize:**

A. Winner Prizes. Five (5) participants will win one prize: Lose It! Diet Food T-shirt, the estimated value of the Tshirt is 24 dollars and 99 cents.

B. No Grand Prize.

Prizes can only be shipped to Continental United States Addresses.

Prizes are subject to availability, blackout dates, and expiration dates. Sponsor reserves the right to substitute the Prizes or portions thereof of a Prize if the Prize (or portion thereof) cannot be awarded as described. Sponsor will determine all elements of all Prizes in its sole discretion. Details of the Prizes may change, based on availability. Prizes may not be assigned, transferred, changed, or redeemed for cash. Prizes are awarded “as is” with no warranty or guarantee, express or implied.

Sponsor disclaims all and any liability for the actual provision, quality, or nature of any third party product or service accepted by any winner. Sponsor is not liable for injuries, losses, or damages of any kind arising from participation in this Sweepstakes and use of the Prizes.

The awarding of any Prize is contingent on full compliance with these Official Rules. If any winner is found to have violated the Official Rules or otherwise does not meet eligibility criteria, that winner will forfeit his/her Prize and the Prize may be awarded to an alternate winner.

Sponsor is not responsible for any typographical or other errors in the printing of the offer, administration of the contest, or in the announcement of the Prizes. Winners are responsible for all taxes, gratuities, and fees associated with prize receipt and/or use. Any portion of the Prize not used will be forfeited.

5. Conditions of Entry:

A. Entrants agree to abide by these Official Rules and the decisions of the Sponsor, which are final and binding on all matters pertaining to this Sweepstakes.

B. Except where prohibited by law, entry constitutes permission to use the any winner’s entry, name, hometown, voice, likeness, photograph, and any statements regarding the Sweepstakes for editorial, public relations, promotional, and advertising purposes without compensation to the winner.

C. Sponsor reserves the right, in its sole discretion, to reject, disqualify, or modify any entries, to verify any element of any entry or related materials, and to disqualify any entrant whose participation may subject the Sweepstakes, Sponsor, or Sponsor’s advertisers, clients or customers to controversy, negative publicity, scorn, and/or ridicule.

D. Sponsor assumes no responsibility for lost, misdirected, damaged, incomplete, incorrect, altered, or illegible entries.

E. Sponsor is not responsible for, and will not be liable for, any problems connected with the Internet portion of the Sweepstakes, including (i) technical failures of any kind, including but not limited to the malfunctioning of any cable, computer, network, satellite, server, system, telephone line, or electronic or internet hardware or software; (ii) any telephone, service provider, internet, website, or usenet inaccessibility or unavailability; (iii) unauthorized human intervention in any part of the entry process or the Sweepstakes; (iv) typographical or other errors in the offer or administration of the Sweepstakes, including but not limited to, errors in the advertising, official rules, selection of winners, and distribution of prizes; and (v) garbled or jumbled transmissions, or other electronic errors in the processing of entries or administration of the Sweepstakes. Sponsor reserves the right, in their sole discretion, to suspend or cancel the Sweepstakes at any time if a computer virus, bug, worm, or other technical problem interferes with the administration, security, integrity, or proper play of the contest. In the event of cancellation, Sponsor reserves the right to award the prize to eligible entries received prior to the date of cancellation. Sponsor reserves the right, in its sole discretion, to disqualify any person tampering with the entry process, the operation of the website or otherwise in violation of the rules.

6. Privacy/Publicity Releases:

By entering and providing the required entry information, Entrants acknowledge that the Sponsor may send Entrants information, samples, special offers, or other complementary goods offered by the Sponsor or other companies the Sponsor may carefully select.

ENTRANT MAY OPT-OUT OF RECEIVING ANY SUCH INFORMATION, SAMPLES, OR OTHER SPECIAL OFFERS FROM SPONSOR AT ANY TIME. OPTING-OUT WILL NOT AFFECT ENTRANT'S ODDS OF WINNING.

Entrants agree that Sponsor has the right to combine any of the materials supplied by Entrants pursuant to the Sweepstakes with such other material as Sponsor in its sole discretion shall determine, and further agree that Entrants have no right of approval, claim to compensation or benefits claim, including without limitation, claims based upon invasion of privacy, defamation, or right of publicity arising out of any use of names or biographical and/or corporate information.

7. Liability Release:

By entering this sweepstakes, Entrants release Sponsor and its parents, subsidiaries, affiliates, agents, shareholders, officers, and employees from any liability arising from or relating to participation in this Sweepstakes, including but not limited to, any and all claims, injury, damages, expenses, demands or liabilities arising out of, whether directly or indirectly, in whole or in part, or in connection with the participation of the entrant in this Sweepstakes and/or the use or misuse of any Prize, or participation in any Sweepstakes-related activity.

8. Dispute Resolution:

Except where prohibited, by participating in the Sweepstakes, entrants agree that: All issues and questions concerning the construction, validity, interpretation and enforceability of these

Official Rules, or the rights and obligations of participants and Sponsor and its agents shall be governed by and construed exclusively in accordance with the laws of the Commonwealth of Massachusetts without giving effect to any principles of conflicts of law of any jurisdiction. Entrant agrees that any action at law or in equity arising out of or relating to this Sweepstakes, or awarding of the Prizes, shall be filed only in the state or federal courts located in the Commonwealth of Massachusetts and Entrant hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action. Except where prohibited, by participating in this Sweepstakes, entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes, or awarding of the Prizes, shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Sweepstakes but in no event attorneys' fees; and (c) under no circumstances will any entrant be permitted to obtain awards for, and hereby waives all rights to claim, punitive, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.