



YES YOU CAN! TRANSFORMATION CHALLENGE CONTEST

1. **Contest Period:** The Yes You Can! Transformation Challenge Contest (the "**Contest**") begins at 6:00 a.m. Eastern Time ("**ET**") on January 2, 2017 and ends at 11:59:59 p.m. ET on December 31, 2017 (the "**Contest Period**"). During the Contest Period, entrants will have the opportunity to submit an entry for consideration as more fully set forth below. By participating in the Contest, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Chaban Wellness, LLC, d/b/a Yes You Can!, [657 South Drive #403, Miami Springs, FL] ("**Sponsor**") which shall be final and binding in all respects. Sponsor's computer is the official time keeping device for this Contest.

At the end of the first ninety days of the Contest Period, up to nineteen (19) Winners will be selected from the eligible Submissions received during the Contest Period as more fully set forth below. Each month thereafter during the Contest Period, one (1) Winner will be selected from the eligible Submissions, for a total of up to twenty-seven (27) Winners during the Contest Period.

2. **Eligibility:** The Contest is open only to legal residents of the 50 United States, the District of Columbia, and Puerto Rico who are at least the legal age of majority in their state/jurisdiction at the time of entry. Officers, directors and employees of Sponsor, Votigo ("**Administrator**"), and each of their respective parent, subsidiary and affiliate companies (all such individuals and entities collectively referred to herein as the "**Promotion Entities**") as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible to enter the Contest or win a prize. Void where prohibited by law and subject to all federal, state and local laws.

3. **How to Enter the Contest:**

Step One: Between January 2, 2017 and September 16, 2017, eligible individuals ("**Entrants**") may submit an initial entry (the "**Submission**") at <http://transformchallenge.votigo.com/fbcontests/profiletab/90Day-Transform-Challenge> (the "**Contest Site**"). The Submission must:

- be completed in accordance with the specifications set forth at the Contest Site; and
- include a "before" photo from day 1 of the Entrant's personal challenge.

Step Two: During their 90 day transformations, Entrants must purchase three 30-day product kits.

Step Three: Between April 2, 2017 and December 15, 2017, at the end of their 90 day transformations, Entrants must submit a follow-up Submission at the Contest Site. The Submission must:

- be completed in accordance with the specifications set forth at the Contest Site; and

- include an “after” photo from day 90 of the Entrant’s personal challenge.
4. **Submission Requirements:** Submissions must be the Entrant’s original, previously unpublished work and not feature or focus on any material owned or controlled by third parties (including without limitation, third party copyrighted material). Submissions must not include images that are obscene, pornographic, libelous or otherwise objectionable. In addition, Entrant must provide upon request all appropriate clearances, permissions and releases for the Submission (in the event an Entrant cannot provide all required releases, Sponsor reserves the right, in Sponsor’s sole discretion, to disqualify the applicable Submission, or seek to secure the releases and clearances for Sponsor’s benefit, or allow the applicable Submission to remain in Contest). **Limit one Submission per person.**

By entering, you understand and agree that your Submission in its entirety or a portion thereof may (in Sponsor’s sole discretion) be posted on the Contest Site, television and/or other Sponsor-selected media. All Submissions must be completed and submitted by the end of the Contest Period to be eligible. Normal Internet access and usage charges imposed by Entrants’ online service provider will apply. Any Submission that, in Sponsor’s good faith judgment, violates the Submission requirements set forth herein or on the Contest Site will be disqualified. Any Submission that is considered by Sponsor in its sole and absolute discretion to be obscene, pornographic, libelous, hate speech or otherwise objectionable, in whole or in part, will be disqualified and will not be eligible for Submission. All requested information on the entry form must be completed to enter and to be eligible to win. Proof of submission is not considered proof of delivery to or receipt of such Submission. Furthermore, Sponsor shall have no liability for any Submission that is lost, intercepted or not received by the Sponsor.

IMPORTANT NOTE: Any Entrant who incorporates any intellectual property or material owned by a third party into his or her Submission does so at his or her own risk. Without in any way limiting, expanding or amending the Terms of Use residing on <http://www.votigo.com/corp/terms.php>, which shall remain in full force and effect, if Sponsor is duly notified that any element of an Entrant’s Submission infringes upon the rights of another person and/or receives a legally valid request to remove the affected Submission from the Contest Site because of such infringement, such Submission may be removed from the Contest Site and/or disqualified from the Contest, as Sponsor may determine in its sole discretion. Further, no Entrant will be eligible to receive a prize unless Sponsor determines, in its sole and absolute discretion, that such Entrant’s Submission has been or can be sufficiently cleared for legal purposes.

5. **Winner Selection:** Submissions will be judged by a panel of six (6) judges selected by Sponsor (the “**Judging Panel**”). All decisions of Sponsor and the Judging Panel are final and binding in all respects of the Contest and not subject to challenge or appeal. After the first 90 days of the Contest Period, on approximately April 15, 2017 the Judging Panel will select up to nineteen (19) initial winners (each, a “**Winner**,”). The Judging Panel will then select one (1) additional Winner each of the following months during the Contest Period, with the final Winner selected on approximately December 15, 2017.

The Judging Panel will select Winners based upon the following criteria:

- 20%: Entrant’s overall personal story;

- 20%: Entrant's description of the use of Yes You Can! products in the transformation;
 - 20%: How Entrant embraced the four Yes You Can! pillars of Nutrition, Emotional Health, Movement and Success; and
 - 40%: Entrant's total 90-day body transformation (which includes weight lost, reduction in body measurements and a review of Entrant's "before" and "after" photos).
6. **Winner Notification:** Each Winner will be notified by telephone, e-mail, and/or mail using the contact information provided in the Submission by April 30, 2017. Sponsor shall have no liability for any Winner notification that is lost, intercepted or not received by the potential winner for any reason. If any potential Winner does not respond within the time required by Sponsor, or if the Winner notification is returned as unclaimed or undeliverable to any potential Winner, such potential Winner will forfeit his or her prize and an alternate Winner may be selected. If any potential Winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the prize for any reason, such potential Winner will be disqualified and the prize may be awarded to the next highest scoring Submission.
7. **Winner Prizes and Approximate Retail Values ("ARV"):** Each Winner may choose one of the following three Prize options:

Prize Option One:

- A 3-day/2-night trip for the Winner and one (1) adult guest* to Miami, FL**. Trip includes round trip, economy-class air transportation (or next best available class) from a major gateway airport nearest Winner's residence to Miami, FL, car service to and from Miami International Airport and the hotel and two (2) nights at a four-star hotel (one (1) room, double occupancy);
- A professional makeover with a professional stylist, hair stylist and makeup artist and apparel worth approximately \$1,000;
- An official photo shoot with a professional photographer; and
- An official video with a professional camera crew and videographer.

The total ARV of Prize Option One is \$2,000 based on departure from New York, NY. Actual prices will vary depending on the Winner's residence.

Prize Option Two:

- A \$2,000 Prepaid Visa® Card.

Prize Option Three:

- A prize pack consisting of 12-inch MacBook 256GB – Silver, iPad Air 2 Wi-Fi 32GB – Silver, Beats by Dr. Dre Solo HD Wired On-Ear Headphones, Fitbit Flex, collectively valued at approximately \$2,000.

*Note: Winners of the Couple, Friends and Family Categories may not bring an additional guest.

**Winners of the initial 90-day challenge must be available for the trip from Friday, May 5th – Sunday, May 7th, 2017. Subsequent Winners must be available for trips on the the following Fridays through

Sundays of 2017: June 9th - 11th, July 7th - 9th, August 11th - 13th, September 8th - 10th, October 13th - 15th, November 10th - 12th, December 8th - 10th, and January 12th - 14th, 2018.

No substitution or transfer of Prize is permitted except at the sole discretion of the Sponsor who reserves the right to substitute a prize of equal or greater value in the event the Prize (or portion of Prize) is unavailable. Taxes, as applicable, related to all prizes including income taxes are the responsibility of the individual Winner. Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Prizes may be substituted for any reason at the discretion of the Sponsor. Prizes are not transferable. Airline tickets will not be refundable or redeemable for cash or credit at any time, nor will they be replaced if lost or stolen. Airline tickets may not be sold to a third party. Prizes and any of the above listed components may not be sold, traded, transferred, refunded, substituted, commissioned or redeemed for cash value. The Prize trip must be taken on the dates and at times determined by Sponsor (which are subject to change) in its sole discretion or the Prize will be forfeited and awarded to an alternate Winner, if time permits. The actual value of the Prize will depend on point of departure, dates of travel and any airfare fluctuations and any difference in value will not be awarded. The airline carrier and agent are to be selected by Sponsor at its sole discretion. Prize Winners and guests must travel together on the same itinerary and air transportation and hotel accommodations must be taken by the Prize winners and corresponding guests together. Once trip dates have been booked, no extension or substitution of trip dates is permitted, except at Sponsor's sole discretion. Once travel has been confirmed, any cancellation or change fees or restructuring of the trip are the sole responsibility of each Winner. Winners and guests are solely responsible for providing all necessary identification documents and will be responsible for obtaining all necessary travel documents [i.e., valid government-issued photo IDs, etc.]. Failure to provide such documents may result in trip cancellation upon airport check-in. Winners and/or guests must present at least one major credit card in good standing in order to check into hotel. The Prize trip restrictions/conditions stated herein are not all-inclusive and may be subject to additional restrictions/conditions, which may be stated in the "Prize Claim Documents" (as defined below) and/or Winner's travel documents. In the event a Winner resides within 150 miles of Miami, FL, ground transportation will be provided in lieu of air transportation and no additional compensation will be provided. Sponsor is not responsible for lost or stolen tickets/passes/itinerary/identification, etc. Winners are solely responsible for all federal, state and local taxes and any other costs, incidentals, and any other expenses associated with Prize acceptance and use not specifically mentioned as being provided, including but not limited to unspecified ground transportation and/or luggage handling between winner's home and airport, and items not included as part of the winning Prize package. The following are the sole responsibility of each Winner and his/her guest: travel insurance; room service; laundry service; spa treatments; alcoholic beverages, unspecified meals; local and long distance telephone calls; merchandise and souvenirs; incidental expenses; additional tips and gratuities; and all other costs and expenses not otherwise mentioned herein. All other expenses and incidentals not specifically mentioned as being included are excluded and are the Winners' sole responsibility. The Prize is non-commissionable and no substitutions, transfers, or cash equivalents for the Prize (or Prize component) are permitted, except that Sponsor may substitute a Prize component of equal value for any reason. Any prizes pictured in point-of-sale, online, television and print advertising, promotional packaging, and other Contest materials are for illustrative purposes only. All details and other restrictions of the Prize not specified in these Official Rules will be determined by Sponsor in its sole discretion. Each potential prize winner

may be required to execute an Affidavit of Eligibility, a Liability Release, and a Publicity Release (collectively, "**Prize Claim Documents**"). The Winner's guest must sign a Liability Release prior to any travel documents being released.

8. **General Rules:** The Promotion Entities and their service providers are not responsible for technical, hardware, software or telephone malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the user or by any of the equipment or programming associated with or utilized in the Contest or by any human error which may occur in the processing of the Submissions in the Contest or for any liability for damage to any computer system resulting from participation in, accessing or downloading information in connection with the Contest. Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the Submission process or the operation of the Contest; violates the Official Rules; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If, for any reason, the Contest (or online voting) is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, then the Sponsor reserves the right at its sole discretion to cancel the Contest and determine the Contest winners from among all eligible Entries received prior to cancellation.
9. **Representations and Warranties/Indemnification:** Each Entrant represents and warrants as follows: (i) the Submission accurately depicts his or her results during the Contest; (ii) the Submission is the Entrant's own original, previously unpublished, and previously unproduced work; (iii) the Submission does not contain any computer virus (as applicable), is otherwise uncorrupted, is wholly original with Entrant, and as of the date of submission, is not the subject of any actual or threatened litigation or claim; (iv) the Submission does not and will not violate or infringe upon the intellectual property rights or other rights of any third party; and (v) the Submission does not and will not violate any applicable laws, and is not and will not be defamatory or libelous. Each Entrant hereby agrees to indemnify and hold the Promotion Entities harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of Entrant hereunder.
10. **Grant of Rights:** For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, each Entrant hereby irrevocably grants Sponsor, its successors and assigns, a non-exclusive license (but not the obligation) to reproduce, publicly perform, stream, exploit and otherwise use the Submission throughout the universe, in perpetuity, for any reason whatsoever, including but not limited to the advertising, marketing, publicity and promotional purposes in connection with Sponsor and its products in any and all media, without further notice to, consent by, or payment to, Entrant. Without in any way limiting the foregoing, Sponsor shall have the right, in its sole

discretion, to edit, composite, morph, scan, duplicate, or alter the Submission for any purpose which Sponsor deems necessary or desirable, and each Entrant irrevocably waives any and all so-called moral rights they may have therein. Sponsor shall have the right to freely assign its rights hereunder, in whole or in part, to any person or entity. Sponsor shall retain the rights granted in each Submission even if the Submission is disqualified or fails to meet the Submission requirements set forth herein or on the Contest Site.

11. **Publicity Release:** By participating in the Contest, in addition to any other grants which may be granted in any other agreement entered into between Sponsor and any Entrant in and/or winner of the Contest, each Entrant irrevocably grants the Promotion Entities and their respective successors, assigns and licensees, the right to use such Entrant's name, photograph, likeness, statements, biographical information, and any other personal characteristics, in any and all media for any purpose, including without limitation, advertising and Contest purposes as well as in, on or in connection with the Contest Site or the Contest or other promotions, and each Entrant and/or prize winner(s) hereby release the Promotion Entities from any liability with respect thereto.
12. **Nature of Relationship/Waiver of Equitable Relief:** Each Entrant hereby acknowledges and agrees that the relationship between the Entrant and the Promotion Entities is not a confidential, fiduciary, or other special relationship, and that the Entrant's decision to provide the Entrant's Submission to Sponsor for purposes of the Contest does not place the Promotion Entities in a position that is any different from the position held by members of the general public with regard to elements of the Entrant's Submission. Each Entrant understands and acknowledges that the Promotion Entities have wide access to ideas, stories, designs, and other literary materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each Entrant also acknowledges that many ideas or stories may be competitive with, similar or identical to the Submission and/or each other in theme, idea, plot, format or other respects. Each Entrant acknowledges and agrees that such Entrant will not be entitled to any compensation as a result of any Promotion Entity's use of any such similar or identical material. Each Entrant acknowledges and agrees that the Promotion Entities do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Submission. Finally, Each Entrant acknowledges that, with respect to any claim by Entrant relating to or arising out of a Promotion Entity's actual or alleged exploitation or use of any Submission or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable Entrant will not be irreparable or otherwise sufficient to entitle such Entrant to seek injunctive or other equitable relief and Entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.
13. **No Obligation to Use:** Sponsor shall have no obligation (express or implied) to use any Submission or to otherwise exploit any Submission or, if commenced, to continue the distribution or exploitation thereof, and Sponsor may at any time abandon the use of the Submission for any reason, with or without legal justification or excuse, and Entrants shall not be entitled to any damages or other relief by reason thereof.

14. **Dispute Resolution:** Except where prohibited, by participating Entrants agree that all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of participant(s) and Sponsor and its agents shall be governed by and construed exclusively in accordance with the laws of the State of Florida in the US without giving effect to any principles of conflicts of law of any jurisdiction. Furthermore, under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses. By participating in this Contest, each Entrant agrees: (i) that any and all disputes the Entrant may have with, or claims Entrant may have against, the Promotion Entities relating to, arising out of or connected in any way with (a) the Contest, (b) the awarding or redemption of any prize, and/or (c) the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS; (ii) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("**FAA**"), 9 U.S.C. §§ 1-16; (iii) the arbitration shall be held in Miami, FL; (iv) the arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable Entrant may have entered into in connection with the Contest; (v) the arbitrator shall apply Florida law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (vi) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only Entrant's and/or Sponsor's individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (vii) the arbitrator shall not have the power to award punitive damages against the Entrant or Sponsor; (viii) in the event that the administrative fees and deposits that must be paid to initiate arbitration against Sponsor exceed \$125 USD, and Entrant is unable (or not required under the rules of JAMS) to pay any fees and deposits that exceed this amount, Sponsor agrees to pay them and/or forward them on Entrant's behalf, subject to ultimate allocation by the arbitrator; (ix) if the Entrant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of Entrant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (x) with the exception of subpart (vi) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (vi) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither Entrant nor Sponsor shall be entitled to arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at www.jamsadr.com. Some jurisdictions do not allow the limitations or exclusion of liability for incidental or consequential damages, so the above may not apply to you.
15. **Release:** Entrants agree that the Promotion Entities (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Contest or any Contest-related activity, or from Entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or

implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Sponsor assumes no responsibility for any damage to an Entrant's, or any other person's, computer system which is occasioned by accessing the Website or otherwise participating in the Contest, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these 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 rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

16. **Data Protection/Privacy Policy:** Information collected by Sponsor in connection with this Contest may be used by Sponsor and shared with third parties involved in administration of the Contest in accordance with the online Privacy Policy posted on <https://drive.google.com/file/d/0By4jCNPI8WE2MFh3ZGdvc0dVWmc/view> and applicable data protection laws. Sponsor may send marketing emails to Entrants to inspire you along the way in your 90 day transformations. However, Entrants may unsubscribe from such emails at any time. Sponsor has engaged Administrator to administer certain aspects of this Contest, including without limitation, the online collection of Submissions. Administrator will provide Entrants' personal information to Sponsor, and Administrator, except as set forth herein, will use such information in accordance with its online privacy policy, located at <https://www.votigo.com/corp/privacy.php>. Sponsor is not responsible for the storage or any use of your Submission information by Administrator. You should carefully review the privacy policies of any third party to determine their specific privacy practices. Any communication or information transmitted to Sponsor and/or the Contest Site by electronic mail or otherwise is and will be treated as non-confidential and nonproprietary.
17. **Winners List:** For the names of the winners, available no later than May 15, 2017 and posted through at least January 30, 2018, visit the Contest Site.