

GBX FIT CHALLENGE 2022 OFFICIAL RULES

SPONSORED BY: M3 VENTURES WEST, INC. dba AMARE GLOBAL

1. Contest Period. The GBX Fit Challenge 2022 ("Contest") begins and ends as follows ("Contest Period"):

The Contest begins on February 1, 2022, at 12:00 AM Pacific Time ("PT") (08:00 AM GMT) and ends on April 30, 2022, at 11:59 PM PT, unless earlier terminated or extended by Sponsor in its sole discretion.

- a. **Registration Period:** The "Registration Period" begins on January 26, 2022, at 12:00 AM PT and ends on February 2, 2022, at 11:59 PM PT. Contestants must complete all questions and submit before pictures as required in the initial Survey located on this link: <https://www.surveymonkey.com/r/MLN5H29> to be considered registered for the Contest.
- b. **Prizes Evaluation Period:** The "Prize Evaluation Period" begins on May 2, 2022, at 12:00 PM PT and ends on May 10, 2022, at 11:59 AM PT. Winners will be announced no later than May 15, 2022.

Contestants who submit all required submission materials during the Registration Period and comply with these Official Rules will have entered the Contest and be considered for eligibility to receive a prize. Entries submitted after expiry of the Registration Period will not be accepted and thus will not be eligible for the Contest. These official rules ("Official Rules") govern the Contest, and Sponsor's computer is the official time-keeping device for the Contest. Sponsored/Promoted by: M3 Ventures West, Inc. dba Amare Global (collectively, "Sponsor").

2. Eligibility. The Contest is open only to customers, wellness partners and spouse of customers and wellness partners of the Sponsor who are legal residents of the fifty (50) United States (including the District of Columbia) and Canada, who are at least eighteen (18) years of age or the legal age of majority at the time of entry. Employees, officers, directors, and mandataries of Sponsor or its parents, subsidiaries, and affiliates, and members of their immediate families (spouses, parents, siblings, and children, regardless of where they live) and those living in the same household are not eligible to enter or win, nor anyone professionally connected with the Contest. Sponsor reserves the right to verify the eligibility of winners, and winners must comply with all reasonable eligibility verification. Participation in the Contest constitutes your full and unconditional agreement to these Official Rules and to Sponsor's decisions, which are final and binding in all matters related to the Contest, and no correspondence shall be entered.

3. Contest Description. Subject to the terms and conditions herein, you ("you") will have the opportunity to answer a survey found on amare.com website as more described below. The survey will have you answer questions concerning weight, body measurements, and lifestyle to share with Sponsor and potentially the broader Amare community how Amare products have helped change your body and your life. At the end of the contest, Sponsor will then evaluate all entries specific to evaluation criteria as set forth by Amare Global in its sole discretion to determine the top 25 winners based on percentage of weight loss and rank them for the opportunity to win prizes with a unique prize as the grand prize as more specifically outlined below.

Persons whose appearance or fitness or health transformation is, in whole or in part, the result of non-medically necessary plastic/cosmetic surgery, liposuction, steroids, human growth hormone, or any unnatural method of body enhancement or weight reduction of any kind are not eligible to enter the Contest and any such entries may be disqualified in Sponsor's sole and absolute discretion. In addition, persons whose weight loss is not related to the use of one or more Amare Products may be disqualified, in Sponsor's sole and absolute discretion.

4. How To Enter. In order to enter the Contest and be eligible to win a prize, you must complete the survey found on amare.com and meet all eligibility requirements herein and you or your spouse are required to have one customer or wellness partner account with the Sponsor.

I. Required Materials.

A. Photographs: During the Contest there will be three (3) surveys participants are required to participate in as follows:

- **Survey #1** – Registration will be open until February 2, 2022, 11:59 PM PST. Once closed, you will be unable to complete it.
- **Survey #2** – Midway check in will open on March 15, 2022, 12:01 AM PST and close seven (7) days later on March 21, 2022, 11:59PM PST.
- **Survey #3** – Final Check-In will open on May 1, 2022, 12:01 AM PST and close seven (7) days later on May 6, 2022, 11:59 PM PST.

(collectively “Survey Periods”)

During the Survey Periods, you will be asked to submit a minimum of three (3) photographs exhibiting your physical transformation. It is recommended that the photographs are time stamped or clearly which are clearly dated as closely as possible to the date on which the photographs were taken that is any time right before each Survey Period.

B. Survey Questions and Weekly Weight Entry: You must answer each of the mandatory survey questions during the three Survey Periods and regularly input your weight into the platform on a weekly basis. The weekly check-in will require the participant to take a picture of the scale for submission. Multiple missed weight entries may disqualify you from the contest.

C. Personal Statistics: You must submit your personal statistics as required during the Survey Periods and weekly check-in that include your weekly weight.

5. How Will the Entries be Judged. Entries will be judged based upon the percentage of weight loss per Contestant pursuant to these Official Rules. In the event of a tie, Sponsor in its sole discretion may elect to award the prize to the participant who has lost the most gross weight. Entries may be disqualified pursuant to a breach of these Official Rules to be determined by Sponsor in its sole discretion.

6. Winner Announcement; Notification; Requirements. Winners will be announced by Sponsor via the Transformation Tour in Milwaukee, Wisconsin May 13-14 and via Wellness Partner calls no later than May 15, 2022. Further Sponsor may share winner details on Sponsor's official websites and social media pages, at Sponsor's sole discretion. Each prize winner will be required to complete and return a W-9 Form or other appropriate tax form based on the prize winner's place of residence, which will require the prize winner to furnish his/her tax identification number or other similar identification number (to the extent applicable) for the sole purpose of tax reporting, as required by law. If a contestant fails to sign and return the Releases or tax form (as applicable) within the required time period, then, to the extent permissible by applicable law, the winner's prize will be forfeited and, at Sponsor's sole discretion, retained by Sponsor or awarded to an alternate potential winner receiving the next highest score pursuant to the applicable judging criteria. It is solely the responsibility of each contestant to make sure his/her Amare account information is accurate and current.

7. Prizes. Subject to these Official Rules and Sponsor's application of the evaluation requirements, the prizes are as follows:

- **1st Place Prize:** One first prize winner will be chosen based on the percentage of weight loss and will be awarded a prize consisting of Two Thousand Dollars (USD\$2000.00) and will automatically qualify to participate in Amare Global's annual incentive trip to Panama to take place on November 14 -19, 2022. (Airfare and lodging expenses approximate value USD \$2100)
- **2nd Place and 3rd Place Prizes:** The 2nd and 3rd place winners will be awarded a prize consisting of Two Thousand Dollars (USD \$2000.00.)
- **4th Place – 10th Place Prizes:** The 4th through 10th place winner will be awarded a prize consisting of One Thousand Five Hundred Dollars (USD \$1500.)
- **11th Place – 15th Place Prizes:** The 11th through 15th place winners will be awarded a prize consisting of an iPad Pro* 11-inch display, 128 GB. (Appx. Value USD \$800 ea.)
- **16th Place – 20th Place Prizes:** The 16th – 20th place winners will be awarded a prize consisting of Apple AirPods Pro*. (Appx. Value USD \$250 ea.)
- **21st Place – 25th Place Prizes:** The 21st – 25th place winner will be awarded a prize consisting of a Fitbit – Charge 5**. (Appx. Value USD \$180 ea.)

*All intellectual property rights are owned by Apple who is not affiliated with and has not endorsed the GBX Fit Challenge.

**All intellectual property rights are owned by FitBit who is not affiliated with and has not endorsed the GBX Fit Challenge.

8. Additional Trip Details/Restrictions. With respect to the Trip, all other travel-related expenses not specifically set forth above, including but not limited to, ground transportation to/from home, taxes, fees, gratuities, incidentals, upgrades, insurance, service charges, airport surcharges, luggage fees, departure taxes, food & beverage, and personal expenses such as telephone/Internet charges and gift shop purchases, are the sole responsibility of contest winners. Contest winners and travel companion are responsible for obtaining proper travel documentation, including passports and visas, as applicable and to comply with any customs and immigration requirements. Sponsor is not responsible if a winner and/or their travel companion (as applicable) are denied entry to, or re-entry to, or from, any aircraft, train, coach etc. or any country or any venue or accommodation related to any prize. Actual retail value of the Trip may vary depending on the location of the winner and travel expenses. Dates are subject to change.

In the event the Finalist or his/her travel companion engages in behavior that, as determined by Sponsor in its sole discretion, is threatening, illegal, or intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the prize early, in whole or in part, and send the winners and his/her travel companion home with no further obligation. In the event a winner or his/her travel companion engages in behavior during travel that is illegal, tortious, or subjects the winner or his/her travel companion to arrest or detention, Sponsor shall have no obligation to pay any damages, fees, fines, judgments or other costs or expenses of any kind whatsoever incurred by winner or his/her travel companion because of such conduct.

9. Release. YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT THE CONTEST AND YOUR PARTICIPATION IN ANY ACTIVITIES IN CONNECTION WITH THE CONTEST (COLLECTIVELY, "ACTIVITIES") MAY HAVE POTENTIALLY SIGNIFICANT AND INHERENT RISKS AND DANGERS THAT NO AMOUNT OF CARE, CAUTION, INSTRUCTION, OR EXPERTISE CAN ELIMINATE. YOU HEREBY ACKNOWLEDGE AND WILLINGLY, EXPRESSLY AND VOLUNTARILY ASSUME ALL THESE RISKS WHICH MAY RANGE FROM MINOR INJURIES TO SEVERE PERSONAL AND/OR BODILY INJURY, DEATH OR DAMAGE TO OR LOSS OF PROPERTY OR PRIVACY, AND ANY RESULTING DAMAGES OR EXPENSES. YOU AGREE THAT YOU WILL NOT PARTICIPATE OR BE INVOLVED IN THE ACTIVITIES UNLESS YOU ARE IN THE PROPER PHYSICAL CONDITION (INCLUDING BY OBTAINING PROPER ADVICE FROM YOUR MEDICAL PROVIDER IF APPLICABLE) AND WILL IMMEDIATELY STOP ANY ACTIVITY IF YOU FEEL PAIN, DIZZINESS OR OTHER DISCOMFORT. By participating in the Contest in any way, uploading or making any Entry for consideration or taking receipt of or using any prize that may be awarded, you agree to release and hold harmless Sponsor, M3 Ventures West, Inc. and their respective parent companies, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees, and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property or privacy arising out of your participation in the Contest, the Activities, any posting online or otherwise of any part of your Entry for judging or otherwise, and/or receipt or use or misuse of any prize that may be awarded. NOTHING IN THESE OFFICIAL RULES SHALL DISCLAIM, LIMIT OR EXCLUDE LIABILITY FOR ANY LIABILITY WHICH MAY NOT BE DISCLAIMED, LIMITED OR EXCLUDED PURSUANT TO APPLICABLE LAW.

10. Your Content; License. By uploading or submitting an Entry in the Contest, including any information, text, images, audio, video and any other content (collectively, "Your Content") and otherwise entering the Contest, you represent that (a) the Entry and Your Content is truthful, original to you and does not contain any material that would defame or otherwise violate or infringe upon the rights of any third party, including any patent, trademark, publicity, privacy, moral, trade secret, image, copyright and/or other proprietary rights, and does not violate any applicable federal, state, local or other laws or ordinances, (b) you own or have the necessary licenses, rights, consents and permissions to use and allow the use of the Entry and Your Content, including any and all patent, trademark, publicity, privacy, moral, trade secret, image, copyright, and/or other proprietary rights therein, and (c) you have the written consent, release, and/or permission of each and every identifiable person in the Entry and Your Content to use such person's name or likeness in the Entry and Your Content for the uses contemplated herein. You represent that you have not copied or in any way taken any of the Entry or Your Content from any third party.

Further, by making or submitting any Entry and Your Content, you hereby expressly grant the Released Parties a perpetual, worldwide, royalty-free, sublicensable, and transferrable right and license to host, store, modify, use, distribute, reproduce, excerpt, adapt, prepare derivative works of, publicly perform and display, publish, and make any other use of your Entry and Your Content in any and all media now known or hereinafter devised, as determined by Sponsor in its sole discretion, and you hereby waive any so-called moral rights or equivalent which may exist under the laws of your jurisdiction. This includes, but is not limited to, the right and license to modify, use, distribute, reproduce, excerpt, adapt, prepare derivative works of, publicly perform and display, publish and make any other use of the Entry and Your Content and all aspects thereof: (a) in and in connection with any product, recording, video, advertisement, infomercial, or any advertising or promotional material; and (b) on Amare.com, or any other website or webpage owned, operated by or related to Sponsor. You grant Sponsor the right and license to use the Entry and Your Content and all aspects thereof, as set forth herein, in any way Sponsor determines whether with or without providing any attribution or compensation to you, except where prohibited by law. You hereby waive any and all moral rights or rights of a similar nature in and to your Entry and Your Content. Notwithstanding the foregoing, you expressly acknowledge and agree that nothing herein shall require Sponsor to utilize any portion of Your Content. You agree to indemnify the Released Parties from and against all third party trademark, copyright, intellectual property, right of publicity or other claims arising out of the use of the Entry and Your Content.

11. Publicity; Marketing. Except where prohibited by law, your participation in the Contest constitutes your express and irrevocable consent to Sponsor's and its agents' worldwide use of Your Content, including without limitation your name, likeness, photographs, essay question answers, voice, opinions, biographical details and any other information you may submit or Sponsor may obtain in connection with your Entry for promotional, marketing and trade purposes in any and all media now known or hereafter discovered, without further payment or consideration; including, without limitation, placement on the GBX Fit Challenge website and creation of promotional videos featuring the winners or contestants. In addition, except where prohibited, participation in any part of the Contest constitutes your consent to Sponsor contacting you at a later date to inquire further and potentially gain more information about your transformation story. Further, as outlined above, participation in any part of the Contest constitutes your consent to have your Entry and Your Content, including all photos, video, statistics, essays or other materials, submitted to the Amare Global community for review and judging. You expressly acknowledge and agree that your Entry and Your Content will be accessible by others and that there is no confidentiality or privacy with respect to your Entry or Your Content.

12. General Conditions. Void in any country outside of the United States of America and Canada and where prohibited by law. Winning or accepting any prize that may be awarded in the Contest is contingent upon fulfilling all tax, regulatory, and legal obligations (including completion of any forms required in connection therewith) and any other requirements set forth in these Official Rules, which shall all be solely at each contestant's obligation. The judging panel's decisions shall be final and no correspondence shall be entered. The submitting of an Entry confirms your full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Contest. Sponsor reserves the right to cancel, suspend, and/or modify the Contest and/or extend or delay the submission periods, judging periods, winner announcements, prize awards, or any part of thereof for any reason, due to force majeure (e.g. Covid 19 or pandemic concerns, restrictions or regulations including for travel, an act of war or terror), or if any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Contest in any manner, or for any reason related to the administration of the Contest, as determined by Sponsor in its sole discretion. In the event the Contest is not capable of running as planned, including due to infection by computer virus or bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor, which corrupt or affect the operation, administration, security, fairness, integrity or proper conduct of the Contest, Sponsor may, in its sole and absolute discretion and without any fault or liability, void any suspect entries and (a) cancel the Contest; (b) modify the Contest or suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules; and/or (c) award the prize from among the eligible, non-suspect Entries received up to the time of the impairment in accordance with the criteria in these Official Rules. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be involved with tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules, or in an unsportsmanlike or disruptive manner. Sponsor's failure to enforce any provision or term of these Official Rules shall not constitute a waiver of that provision or any other provision herein. These conditions apply only to the extent permissible under applicable law.

13. Limitation of Liability. You recognize and agree that the Released Parties are not responsible for: (1) any injury to you or any other party, and any other personal or property damage that may be caused or that may occur as a result of your attempting to create the Submission Materials or Entry; (2) any incorrect or inaccurate information, whether caused by you or another contestant, printing errors, or by any of the equipment or programming associated with or utilized in the Contest; (3) technical failures of any kind, including, but not limited to, malfunctions, interruptions, or disconnections in phone lines, cable connections, or network hardware or software; (4) technical or human error which may occur in the administration of the Contest or the processing of entries, prize notification, and/or winner confirmation; (5) any lost, late, delayed, corrupted, undelivered, or undeliverable Entry or prize notification; (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from your participation in the Contest, or receipt or use or misuse of any prize that may be awarded; or (7) any cancellations, delays, diversions or substitutions, or any acts

or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, third party prize providers or any other persons involved in providing any prize/rewards-related goods, services or accommodations. If for any reason your Entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, your sole remedy is another Entry in the Contest, provided that if it is not possible to award another Entry due to discontinuance of the Contest, none shall be awarded.

BY PARTICIPATING IN THE CONTEST, YOU AGREE THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, AND IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE, OR ENHANCED DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE CONTEST OR YOUR PARTICIPATION IN THE CONTEST, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT SPONSOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. YOU AGREE THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY REMEDY IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY. WITHOUT LIMITING THE FOREGOING, SPONSOR'S TOTAL CUMULATIVE LIABILITY TO YOU FOR ANY CLAIMS, JUDGMENTS AND/OR AWARDS ARISING OUT OF THIS CONTEST, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED, WILL BE LIMITED TO AND WILL NOT EXCEED \$25. NOTHING IN THESE OFFICIAL RULES SHALL DISCLAIM, LIMIT OR EXCLUDE LIABILITY FOR ANY LIABILITY WHICH MAY NOT BE DISCLAIMED, LIMITED OR EXCLUDED PURSUANT TO APPLICABLE LAW.

14. Disputes. The specific dispute resolution terms in Amare's Terms and Conditions and Policy Manual apply to this Contest. These dispute resolution terms outline specific terms relating to the governing law and jurisdiction applicable to this Contest based on your place of residence.

15. Privacy Policy. All Entries in the Contest are subject to Sponsor's Privacy Policy, which may be accessed through the links as posted and updated on Sponsor's websites. Without limiting the provisions of Sponsor's Privacy Policy, you consent to the collection, use and disclosure of your personal information by Sponsor and its authorized agents for the purposes of administering the Contest and, if you are a winner, fulfilling the Contest prizes. M3 Ventures West is the data controller of any personal data you provide in connection with your participation in the Contest.

Issued:

†Results vary based on starting point and effort. Exercise and proper diet are necessary to achieve and maintain weight loss and muscle definition. The testimonials featured may have used more than one Amare product or extended the program to achieve their maximum results. Many of our contestants are independent Amare Customers and Wellness Partners.

Void where prohibited. Open to legal residents of the 50 United States (incl. DC), Puerto Rico, and Canada who are Amare Customers or Wellness Partners and are 18 years or the age of majority or older at the time of entry. Contest begins 12:00 AM PT on 02/1/22 and ends 11:59 PM PT on 04/30/22. Odds of winning depend on the number of entries received, the quality of a contestant's submission materials, judging, and sponsor's application of the judging criteria.

Consult your physician and follow all safety instructions before beginning any exercise program or nutrition plan, or using any supplement or meal replacement product, especially if you are pregnant, breastfeeding, have any medical condition, or are taking any medication. The contents of our website are for informational purposes only, and are not intended to diagnose any medical condition, replace the advice of a healthcare professional, or provide any medical advice, diagnosis, or treatment.

FAQs

1. **How do I participate in the challenge?**

Participation is easy! The GBX Fit Challenge is open to all active Amare customers and partners. Simply visit www.amare.com/gbxfitchallenge and click on Register Now to access the GBX Fit Challenge home page. Once you opt in, now you have two (2) final steps to complete your registration.

Step 1: Submit your starting weight. Weigh yourself, take a photo of the scale, and enter in your starting weight that matches the scale.

Step 2: Submit the Registration Survey. Fully complete the Registration survey and answer all the required questions. You'll be required to populate your "before" photos here.

That's it! you're now in the Challenge!

2. **Awesome, what should I do next?**

Here are some tips that will set you up for success:

Tip #1: Join the GBX Fit Challenge Facebook group. Here is where you'll meet the community and inspire each other to crush your goals!

Tip #2: Add Amare GBX Fit to your daily routine. Amare GBX Fit will support your weight loss journey throughout the challenge through the science of the QUADbiotics for weight loss.

Tip #3: Follow the Move-Eat-Sleep program throughout the Challenge. Gain success and TRANSFORM when you apply a regimented diet, workout routine, and Amare supplementation.

3. **I measured myself in the past, can I use that past measurement, or do I need to measure myself again?**

The starting weigh-in and the measurements in the Registration survey must be completed with measurements taken during the Registration Period between January 26, 2022, and February 2, 2022, 11:59 PM.

4. **If I missed the registration period, can I still participate?**

Once the registration period for the Challenge closes on February 2, 2022, PST, Amare will not accept any additional participants. However, stay tuned for another challenge in the future!

5. **How long do I have to complete the surveys?**

There will be three (3) surveys that will be required to be completed by all participants.

Survey #1 – Registration will be open on January 26th, 2022, 2:00 PM PST and close on February 2nd, 2022, 11:59 PM PST. Once closed, you will be unable to complete it.

Survey #2 – Midway check in will open on March 15th, 2022, 12:01 AM PST and close seven (7) days later on March 21st, 2022, 11:59PM PST.

Survey #3 – Final Check-In will open on May 1st, 2022, 12:01 AM PST and close seven (7) days later on May 6th, 2022, 11:59 PM PST.

It is very important that you complete all 3 surveys because they are requirements to qualify for a prize.

6. Can I register for the challenge without using or purchasing Amare GBX Fit?

Yes, you can participate without using Amare GBX Fit. It is optional but recommended.

7. What are the weekly weight check ins?

Weekly weight check-ins open every week from Friday 12:01 AM PST to Sunday 11:59 PM PST and every participant is required to check in their progress. This will help you keep track of your progress as well as motivate you to keep going!

8. What if I missed a check-in?

If you miss a weekly check-in, you'll be able to check in again the following week. However, multiple missed check-ins may result in disqualification of your entry to the challenge.

9. Where can I go to join the GBX Fit Challenge community?

The GBX Fit Challenge community can be found here: [Facebook Group – GBX Fit Challenge](#)

10. How are winners selected?

Winners are selected based on the greatest percentage weight loss comparing the Participant's starting weight versus their final weigh in. All information will be validated, and winners announced before May 15th. In the event of any tie, Amare reserves the right to decide the tiebreaker to the Participant with the greatest gross weight loss.

11. How will you protect my privacy data?

Privacy data is extremely important to us. Your data will be secured. Learn more about our privacy policy here: [Amare Privacy Policy](#)