



Official Rules for the Mind, Body, Spirit Transformation Contest

No Purchase Necessary. A Purchase Will Not Increase Your Chances Of Winning.

1. **Eligibility:** The Contest is open only to individuals who are at least eighteen (18) years old, or the age of majority where they live, whichever is older. Employees of Total Life Changes, LLC ("Sponsor"), as well as the immediate family (spouse, parents, siblings, and children) and household members of those employees, are not eligible to enter.
2. **Entry Period:** The Contest starts at 2:00 PM ET on February 16, 2021 and ends at 11:59 PM ET on November 1, 2021 (the "Entry Period"). Entries received outside of the Entry Period will not be eligible.
3. **How to Enter:** Visit <http://www.totallifechanges.com/mbs-transformationcontest>, and follow the instructions to complete the entry form. Among other things, you will be required to submit an Essay, a Before Picture, and an After Picture (your "Entry").
 - a. **Picture Requirements:** Please try to select Before and After Pictures that depict your whole body (from head-to-toe) and your face must be visible. Ideally, you should be wear similar clothing and use a similar camera angle and lighting in both Pictures. Please make sure your Pictures do not: (i) include other people; (ii) violate anyone's rights, including, but not limited to, copyrights or trademark rights; (iii) prominently feature any third-party trademarks or logos (other than Sponsor's trademarks or logos); (iv) portray Sponsor or its products in a negative light; or (v) contain any content that is inappropriate or indecent.
 - b. **Representations:** By entering, you represent the following: (i) the Before and After Pictures are accurate depictions of yourself; (ii) neither the Before nor After Pictures have been retouched, altered, and/or distorted in any way whatsoever; (iii) your Essay is your original work and reflects your honest experience; and (d) you agree to these Official Rules and Sponsor's decisions regarding the Contest, which are final and binding. Winning a prize is contingent upon fulfilling all requirements in these Official Rules.
4. **Sponsor's Rights to Pictures and Essay:** You do not transfer ownership of your Pictures or Essays by entering the Contest. However, by entering, you grant Sponsor, its agents, licensees, and assigns an irrevocable, perpetual (non-exclusive) right and permission to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, modify, create derivative works of, exhibit, and otherwise use your Pictures and Essay as-is or as-edited (with or without using your name) in any media throughout the world for any purpose, without limitation, and without additional review, compensation, or approval from you.
5. **Selection Process:** For each event on the TLC Mind, Body, Spirit 2021 Tour (each, an "Event"), Sponsor will attempt to select up to three (3) winners based on the process set forth below.

- a. **Finalist Selection:** At various points between March 1, 2021 and December 31, 2021 (the "Selection Period"), a panel of judges will evaluate entries based on the following Judging Criteria: (a) percentage of weight lost; (b) level of dramatic transition illustrated in the Before and After Pictures; and (c) how inspirational the entrant's transformation experience is. Sponsor will attempt to contact up to ten (10) Finalists per Event.
 - b. **Winner Selection:** Finalists will be required to participate in a video interview with a panel of judges. The judges will again judge the Finalists based on the Judging Criteria, also referencing performance during the interview. The odds of winning depend on the relative performance of all entrants.
6. **Potential Winner Requirements:** Except where prohibited, a potential winner may be required to complete and return non-disclosure agreement and a declaration of eligibility and a release which, among other things, confirms Sponsor's license to use the Pictures. If a potential winner fails to sign and return these documents within seventy-two (72) hours, Sponsor may select an alternate potential winner in his/her place according to the procedures set forth above.
7. **Prizes:** Each winner will receive a trip to an Event.
- a. **What's Included:** The prize includes: (a) roundtrip coach-class airfare for one (1) person to the Event location; (b) double-occupancy hotel accommodations for approximately two (2) nights; (c) transportation to/from the airport, hotel, and Event; and (d) makeup and styling services during the Event. The approximate retail value of the trip is \$1,500 USD. The actual value of the trip will vary depending on various factors, including the date of booking, the point of departure, and the dates of travel.
 - b. **Additional Details:** If a winner cannot travel on the dates specified by Sponsor, he/she will forfeit the prize. A winner is responsible for paying taxes and any costs and expenses not specified above. A winner is also responsible for securing any necessary travel documents. Any prize details not specified above will be determined by Sponsor, in its sole discretion. A prize may not be transferred prior to award. A winner may not request cash or a substitute prize; however, Sponsor reserves the right to substitute a prize with another prize of equal or greater value if the prize is not available for any reason, as determined by Sponsor, in its sole discretion.
8. **General Conditions:** In the event that the operation, security, or administration of the Contest is impaired in any way, Sponsor may, in its sole discretion, either: (a) suspend the Contest to address the impairment and then resume the Contest; or (b) award the prizes according to the criteria set forth above from among the eligible entries received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify and seek damages from any individual who tampers with the operation of the Contest, violates these Official Rules, or acts in a disruptive or unsportsmanlike manner. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Proof of sending any communication to Sponsor by mail shall not be deemed proof of receipt of that communication by Sponsor. The Contest is subject to federal, state, provincial, and local laws and regulations and is void where prohibited.

9. **Release and Limitations of Liability:** Except where prohibited by law, in cases of death or personal injury caused by our negligence, or fraud or breach by Sponsor of these Official Rules, by entering, you agree to release and hold harmless Sponsor, its parents, subsidiaries, affiliates, and each of their respective officers, directors, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Contest or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Contest; (b) technical errors related that may impede entry; (c) any claim or allegation that your Photos or Essay infringes any copyright, trademark, or any other intellectual property right; (d) lost, late, misdirected, or undeliverable mail; (e) errors in the administration of the Contest or the processing of entries; or (g) injury or damage to persons or property. You further agree that in any cause of action, in no event shall the Released Parties be liable for attorney's fees. You waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.
10. **Privacy and Publicity:** Any information you submit as part of the Contest will be treated in accordance with Sponsor's [Privacy Policy](#). Except where prohibited, participation in the Contest constitutes your consent to Sponsor's use of your name and Entry for promotional purposes in any media without further payment or consideration.
11. **Disputes:** Except where prohibited, you agree that any and all disputes, claims, and causes of action arising out of, or connected with, the Contest or any prize shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Detroit, Michigan. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, your rights and obligations, or Sponsor's rights and obligations in connection with the Contest, shall be governed by, and construed in accordance with, the laws of Michigan, without giving effect to any choice of law or conflict of law rules (whether of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Michigan.
12. **Winner Information:** Winners will be announced live during each Event. Attend or following the instructions on www.totallifechanges.com to see how you can watch virtually.
13. **Sponsor:** The Contest is sponsored by Total Life Changes, LLC, 6094 Corporate Drive, Fair Haven, Michigan 48023.