

## **YMCA of Orange County Fall Fitness Challenge Official Terms & Conditions**

The YMCA of Orange County Fall Fitness Challenge (or the “Challenge”) is an event designed to assist you in improving your lifestyle and overall well-being. The contest aspect of the Challenge is secondary and we ask participants to not put their health at risk in order to win the competition. By entering, each Challenge participant represents and warrants that the participant does not have any known medical issues or conditions that would prohibit safe participation in the Challenge. We ask each participant to seek the advice of the participant’s own physician with respect to safe and healthy weight loss and exercise, including advice on maintaining proper nutrition and hydration.

**General Challenge Eligibility:** By entering, all Challenge participants agree to abide by and be bound by these Terms and Conditions. Participation in the Challenge is open to all YMCA of Orange County Fitness Members as of Friday, September 1, 2023. Participants must remain members through the Challenge End Date. Participants must be residents of California and eighteen (18) years or older as of the date of entry. Officers, directors and employees of YMCA of Orange County (“Sponsor”) and their immediate families and household members are not eligible. The Challenge is subject to all applicable federal, California state, and local laws and regulations. VOID WHERE PROHIBITED.

**NO PURCHASE IS REQUIRED:** No purchase or entry fee is required.

Challenge Duration: 6 weeks

- Initial Scans: 9/18/23 - 9/22/23
- Challenge: 9/23/23-10/22/23
- Final Scans: 10/23/23 - 10/27/23
- Winners contacted / announced: 11/6/23-11/10/23
- Two free Inbody Scans (one at start and one at the end of the Challenge) as described below
- Opportunity to compete for gift card prizes as described

**How to Enter:** From September 1-17, 2023, qualifying YMCA of Orange County members may enter by going to their registered YMCA of Orange County branch, fully and accurately completing the entry form, and completing the initial scans and other activities as described below. LIMIT: one (1) entry per qualifying member. Duplicate entries will result in your disqualification. All entries must contain a valid e-mail address and phone number.

### **Prizes:**

The Challenge Prizes are awarded to the top male and female in the following categories:

- Most Weight Lost: \$100 gift card
- Most Muscle Gained: \$100 gift card

## **Determination of Winners:**

- **Weight Loss Challenge:** Total Weight Lost is determined by the following formula:  
Starting weight - end weight.
- **Muscle Mass Challenge:** Muscle gained will be measured by the difference between final and initial skeletal muscle mass (SMM) as measured on the InBody Scans.

Winners will be announced between November 6-10, 2023.

**Tiebreakers:** In the event of a tie between two or more participants in either Percentage of Weight Lost or Total Weight Lost, body fat percentage will be used to break the tie for the weight loss challenge and for the Muscle Mass challenge percentage of change in the muscle mass. Sponsor staff will determine, in its sole discretion, which participant had greater body fat percentage reduction from initial to final check-in as detailed on the InBody scan.

**InBody Scan:** In order to establish consistency and accuracy for the Challenge, the InBody machine will be used to determine weight for each weigh-in and possible tiebreakers. The official initial and final weigh-ins (as described below) must be conducted with an InBody Scan at the participant's registered YMCA of Orange County branch on the specified dates and times. Weigh-ins from other sources will not be accepted for purposes of determining winners. Learn more about [InBody](#).

**Initial Scan.** Initial weigh-ins establish a participant's official starting (baseline) weight. The initial weigh-in must be conducted during the Initial Weigh-In Dates set forth above and during normal business hours. The initial weigh-in does not require appointment and will be done on an "as available" basis. If participants do not complete the initial weigh-in in the stated period, they will not be eligible to win a prize.

**Final Scan.** The final weigh-in will be conducted during the Final Weigh-In Dates set forth above and during normal business hours. The final weigh-in does not require an appointment and will be done on an "as available" basis. If participants do not complete the final weigh-in in the stated period, they will not be eligible to win a prize.

**Unofficial Scans.** Participants can schedule unofficial scans between the initial and final weigh-ins, to check their progress. The cost for an unofficial scan is \$20. Only official scan results will be used to determine final Challenge standings. Unofficial scans require an appointment. Please call your registered YMCA of Orange County branch to schedule an unofficial scan.

**Attire for Scans.** Weigh-in dress code is lightweight. Participants must remove accessories (watches, jewelry, wallets, phones, etc.) during scans.

All scan attire, eligibility and measurements are subject to Sponsor's sole discretion. Any

failure to comply with Sponsor's scan in rules or fraudulent scan attempts may result in

disqualification of the measurement and/or the participant's entry in the Challenge at Sponsor's sole discretion.

Additional Challenge Terms:

**Challenge Winnings/Prizes:** The YMCA will notify winning participants for the Fall Fitness Challenge when they can pick-up their check at their registered YMCA of Orange County branch. Prizes will be paid by check. Winning participants should expect the check to be available 2-3 weeks following the finale of the competition. Odds of winning depend on the number of eligible entries received. Sponsor shall have no liability for a winner's failure to receive notices due to spam, junk e-mail or other security settings or for winner's provision of incorrect or otherwise non-functioning contact information. By entering, participants agree to abide by and be bound by the Sponsor's decisions, which are final and binding in all matters related to this Challenge. Prizes are non-transferable. No substitution permitted, except by Sponsor, who may substitute a prize of equal or greater value.

Any and all federal, state, and local taxes, and any other related expenses on prizes, if any, are the sole responsibility of the winners. Winners must provide information necessary (e.g., social security number) for issuance of appropriate tax documentation for prizes of \$600 or more paid during a single year.

Receipt by winner of the prize(s) offered in this Challenge is conditioned upon compliance with any and all applicable federal, state, and local laws and regulations. ANY VIOLATION OF THESE TERMS AND CONDITIONS BY WINNER (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS A CHALLENGE WINNER, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

Acceptance of the prize constitutes permission from the prize winner for Sponsor to make the prize winner's name and prize amount publicly available, as set forth in these Terms and Conditions (including without limitation on a Winners' List), online and in print, or in other media (including social media) without additional compensation unless prohibited by law. If the winner cannot be contacted, is ineligible or disqualified, or fails to claim the prize within seven (7) days from the time award notification was sent, the prize may be forfeited and an alternate will be selected from the next highest score of the remaining eligible entries (e.g., the participant with the next greatest Total Weight Lost or Percentage Weight Lost or increase in muscle mass as applicable).

**Entries:** All entries submitted become the sole property of Sponsor. Entries containing false information, prohibited material or inappropriate content, as determined by the Sponsor, in its sole discretion, may be disqualified.

**Privacy:** Information collected from Challenge participants is subject to Sponsor's privacy policy available at <https://ymcaoc.org/privacy-policy/>.

**Limitation on Liability:** Sponsor is not responsible for lost, late, illegible, incomplete, damaged, misdirected entries, nor for any incorrect or inaccurate information whether caused by any of the equipment or programming (including InBody Scan) associated with or utilized in the Challenge or by any technical or human error which may occur in the processing of entries and other Challenge information. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line or other equipment failure, theft or destruction or unauthorized access to, or alteration of, entries or other Challenge related information. Sponsor is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line-systems, servers or providers, computer equipment, weigh-in equipment, software, failure of email on account of technical problems or traffic congestion on the Internet or at any website or combination thereof, including injury or damage to participant's or to any person's computer or property related to or resulting from participating or downloading materials in this Challenge. If, for any reason, the Challenge is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, pandemic, government regulation/action, or any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Challenge, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Challenge.

By entering the Challenge, each Challenge participant agrees, to the fullest extent permitted by applicable law, to release Sponsor and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors (collectively, "Released Parties") from any liability, illness, injury, death, loss, litigation, claim, cause of action, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (a) the participant's participation in the Challenge and/or any Challenge or prize related activity (including the failure of the participant to maintain proper nutrition or hydration during the Challenge); (b) the participant's acceptance, possession, use, and/or misuse of any prize or Challenge related materials or any portion thereof; (c) any information and/or materials provided by the participant or on the participant's behalf, and (d) any failure to comply with any provision of these Terms and Conditions or other Challenge related problems due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, pandemic actions of governmental authorities, or any other circumstances outside of the reasonable control of Sponsor.

By entering the Challenge, each Challenge participant expressly and knowingly waives all rights under California Civil Code Section 1542, which provides: "**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**"

By entering, each Challenge participant also agrees that the participant's participation in the Challenge is subject to the Assumption of Risk, Release and Waiver of Liability, and Indemnity Agreement (the "Liability Release") executed by the participant in connection with his or her YMCA of Orange County membership. In the event of any conflict between the terms and provisions of this Limitation on Liability section and the Liability Release, the Liability Release shall govern.

**Choice of Law; Arbitration:** This Challenge and these Terms and Conditions are governed by the laws of the United States and the State of California, without respect to conflict of law doctrines. By entering, each Challenge participant agrees, to the fullest extent permitted by applicable law, that (a) any and all disputes, claims, and causes of action arising out of, or connected with, this Challenge shall be resolved individually, without resort to any form of class action, exclusively by final and binding arbitration administered by JAMS and conducted in Orange County, California before a single arbitrator in accordance with the rules of JAMS and the Federal Arbitration Act, (b) judgment upon such arbitration award may be entered in any court having jurisdiction, and (c) the participant shall in no event seek or be entitled to injunctive or other equitable relief with respect to or to enjoin or restrain the operation, promotion or exploitation of this Challenge.

**Other Caution:** ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE THE CHALLENGE OR SPONSOR (OR ANY RELATED WEBSITE), OR UNDERMINE THE LEGITIMATE OPERATION OF THE CHALLENGE, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING REASONABLE

ATTORNEYS' FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW. Without

limiting the foregoing, Sponsor may disqualify any entrants from the Challenge who deliberately damage, tamper with or undermine the legitimate operation of the Challenge.

**Official Terms and Conditions/Winners' List:** For an additional copy of these Official Terms and Conditions send a stamped, self-addressed envelope postmarked on or before September 17, 2023 to: YMCA of Orange County Fitness Challenge Terms and Conditions, c/o YMCA of Orange County, 13821 Newport Avenue, Tustin, CA 92780. The winners' names will be posted at [www.ymcaoc.org](http://www.ymcaoc.org) on or about the week of November 6, 2023. For a full list of winners' names, available after the week of November 6, 2023, send a self-addressed, stamped envelope before September 17, 2023 to: YMCA of Orange County Feel-Good Weight Loss Challenge Winners' List, c/o YMCA of Orange County, 13821 Newport Avenue, Tustin, CA 92780.

**Sponsor:** YMCA of Orange County, 13821 Newport Avenue, Tustin, CA 92780.