

# BECOME A HEALTH COACH VIDEO REVIEW CONTEST

## Terms and Conditions

**NO PURCHASE OR REGISTRATION IS NECESSARY TO ENTER OR WIN. THIS SKILL BASED CONTEST. PURCHASE OR REGISTRATION DOES NOT INCREASE THE CHANCES OF WINNING.**

**1. Eligibility.** The “Become a Health Coach Video Review Contest” (the “**Contest**”) is open only to the legal residents of the United States who are at least 18 years old at the time of entry. Employees of Health Coach Institute, LLC (the “**Sponsor**”) their respective affiliates, parent company, subsidiaries, advertising and promotion agencies, suppliers and their immediate family members and/or those living in the same household of each are not eligible to participate in the Contest. The Contest is subject to all applicable federal, state and local laws and regulations. The Contest is void where prohibited by law.

**2. Agreement to Rules.** By participating in the Contest, you agree to be fully unconditionally bound by these terms and conditions (“**Rules**”), and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of the Sponsor, as final and binding as it relates to the Contest. The Contest is in no way sponsored, endorsed or administered by, or associated with Facebook or YouTube.

**3. Contest Period.** The entry period is from 12:00 AM Pacific Time (PT) on February 1, 2019 and ends at 11:59 p.m. PT on February 14, 2019 (the “**Entry Period**”).

**4. How to Enter.** You may enter the Contest during the Entry Period as follows:

**A. Posting a Video on YouTube.** To enter during the Entry Period follow the instructions to create and submit a video on YouTube. All entry information and videos shall be referred to herein each as a “**Submission**.” You may submit a video only once and only on your public YouTube account during the Entry Period and must submit the

Submission to the Sponsor at [entry@healthcoachinstitute.com](mailto:entry@healthcoachinstitute.com) before the end of the Entry Period. In your email you must include your name and if you are currently enrolled in the Sponsor's courses, the name of your class cohort. Once submitted, the Submission will not be acknowledged or returned by Sponsor. The Submission must remain posted on YouTube through the end of the Entry Period. You may delete your Submission at any time before the Entry Period ends, however deleting your Submission will remove you from the Contest.

To submit a Submission you must be a registered user of the YouTube site. To become a registered user of the YouTube site, you must register for an account and agree to the YouTube site's "Terms of Service" set forth on the YouTube site. A Submission that does not include all the required information and adhere to the Rules, as determined in the sole discretion of Sponsor, will be considered void. Sponsor may, in its sole discretion, remove, delete or disqualify any Submission or participant it deems inappropriate or in violation of the Rules. Sponsor has no obligation to acknowledge voided a Submission. Sponsor shall not be responsible for lost, misdirected or incomplete Submission. Sponsor shall determine in its sole discretion if a Submission complies with the Rules.

By participating in this Contest, you agree that you have received permission for the use of the image or likeness of any and all identifiable persons who appear in your Submission. If you are selected as the winner, you may be required to obtain a release provided by Sponsor signed by each identifiable person, or the parent or guardian of the individual if a minor, appearing in your Submission confirming permission to use his or her image or likeness.

In the event that there is a conflict between these Rules and the YouTube or Facebook terms of service or other applicable YouTube or Facebook terms, these Rules shall govern.

**B. Terms of Submission.** Limit one (1) Submission per person. You may not enter more times than indicated by using multiple email addresses, identities or devices in an attempt to circumvent the rules. Should multiple users of the same email account enter the Contest and a dispute thereafter arise regarding the identity of the participant, the

authorized account holder of the email account at the time of entry will be considered the participant. "**Authorized account holder**" is defined as the natural person who is assigned an email address by an Internet access provider, on-line service provider or other organization which is responsible for assigning email addresses or the domain associated with the submitted email address. If any group elects to collaborate on a Submission, they are required to designate one (1) person as the agent of the group to enter the Contest, agree to these rules and accept the prize on behalf of the group. If the actual, alleged or publicized conduct of any participant is illegal or in Sponsor's sole discretion is otherwise offensive or violates generally accepted standards of behavior (including but not limited to illicit drug use or public intoxication) or otherwise leads the Sponsor to reasonably believe or conclude that the public association with the participant subjects Sponsor to ridicule, contempt, controversy, embarrassment or scandal, Sponsor, in its sole discretion, may disqualify participant and such participant's Submission will no longer be eligible for this Contest. You understand and agree that Sponsor's use in matters independently developed of material similar to or identical with the Submission or containing features or elements similar to or identical with those contained in the Submission will not obligate Sponsor to negotiate with you, nor will it entitle you to any compensation of any kind. You agree and acknowledges that nothing herein shall preclude Sponsor from using any material in or similar to the Submission without obligation to you, including, but not limited to, if Sponsor has or has determined that it has an independent legal right to use such other material, including without limitation, because such features or elements were not new or novel, or were not originated by you, or were or may hereafter be independently created by or submitted to Sponsor. You acknowledges that other participants may have used ideas and/or concepts in their Submission that may be similar in idea or concept to what is included in your Submission. You understand and agree that you shall not have any claim against any other participant or Sponsor arising out any such similarity or be entitled to any compensation because of any such similarity.

**C. Submission Guidelines.** As part of your Submission, your Video must also comply with the following requirements:

- Posted to a your YouTube account that is public.
- No shorter than 5 minutes or no longer than 15 minutes in length.

- Include your statement in the video that you created the video as part of your participation in the HCI Become a Health Coach Review Contest.
- The Video Youtube caption must include #HCIBHCRReviewContest.
- Video title must be: Health Coach Institute: My Review Of The Health Coach Institutes Become A Health Coach Program.
- Video must be of good quality minimal background noise, clear image, easy to follow and accurately describe the Become A Health Coach Program.
- Submissions must comply with the YouTube Terms of Service and YouTube Community Guidelines set forth on the YouTube website.

Your Submission may not contain, as determined by the Sponsor, in its sole discretion, any content that:

- Is sexually explicit or suggestive; violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity or inappropriate dress of any kind, including wearing of swimwear or undergarments;
- Promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous;
- Is obscene or offensive; endorses any form of hate or hate group;
- Contains trademarks, logos or trade dress (such as distinctive packaging or phraseology) owned by any entity;
- Advertises or promotes any third-party brand or product of any kind;
- Contains any personal identification, such as personal names, street or email addresses, or phone numbers;
- Violates or encourages the violation of any law, rule or regulation;
- Contains materials embodying the names, likenesses or other indicia identifying any person;
- Promotes any particular political party, agenda or message.

Your Submission, in its entirety, is an original work by you, has not been published, released or distributed previously (in whole or in part), and you have not included third party content (such as writing, text, graphics, artwork, logos, photographs, likeness of any third party, musical recordings, clips of videos, television programs or motion pictures) in or in connection with your Submission without permission.

Your Submission, the use thereof by Sponsor of any of the rights granted by you under these Rules, does not and will not infringe or violate any rights of any party or entity, including, without limitation, patent, copyright, trademark, trade secret, defamation,

privacy, publicity, false light, misappropriation, confidentiality, or any contractual or other rights.

If you include your “Refer a Friend” referral code in your Submission, by including such code you are affirmatively agreeing the the terms and conditions of the Refer a Friend Program which are found [here](#).

**5. Contest Prize.** During the Contest, Sponsor will be giving away to the winner of the Contest as follows:

I. If the winner has never enrolled in the HMBA Mastery Program, such winner will eligible to receive an enrollment in HMBA Mastery Program provided by Sponsor (valued at \$8997) for free, provided winner must enroll on or before December 1, 2019 (the “**Enrollment Date.**”) Participation in HMBA Mastery Program is subject to winner agreeing to the terms and conditions for the HMBA Mastery Program. Failure to enroll by the Enrollment Date shall void the prize and Sponsor shall not be obligated enroll participant in such program.

II. If the winner is enrolled in the HMBA Mastery Program at the end of the Entry Period or has completed the HMBA Master Program, such winner will eligible to receive an additional year of the HMBA Mastery Program provided by Sponsor (valued at \$8997) for free, provided winner must enroll on or before Enrollment Date. Participation in HMBA Mastery Program is subject to winner agreeing to the terms and conditions for the HMBA Mastery Program. Failure to enroll by the HMBA Enrollment Date shall void the prize and Sponsor shall not be obligated enroll participant in such program.

III. If the winner has completed HMBA Mastery Program and is currently in or has completed an additional HMBA Master Program at the end of the Entry Period, such winner will eligible to receive a free enrollment in the All-Stars Program provided by Sponsor (valued at \$2997), provided winner must enroll on or before Enrollment Date. Participation in All-Stars Program is subject to winner agreeing to the terms and conditions for the All-Stars Program. Failure to enroll by the HMBA Enrollment Date

shall void the prize and Sponsor shall not be obligated enroll participant in such program.

Actual or appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by the Sponsor. No cash or other prize substitution permitted except at Sponsor's discretion. The prize is non-transferable. Any and all prize related expenses, including without limitation any and all federal, state, and local taxes shall be the sole responsibility of the winner. Sponsor will issue a 1099 form to winner in the amount equal to the fair market of the prize value. No substitution of prize or transfer or assignment of prize to others or request for the cash equivalent by winners is permitted. Acceptance of prize constitutes permission for Sponsor to use winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

**6. Odds.** The odds of winning depend on the number and quality of eligible entries received.

**7. Winner selection and notification.** One (1) winner of the Contest will be selected by the Sponsor. The winning Submission shall be determined based on 1-5 point scoring in each of the following categories: clarity, sound quality, creativity, informative, overall production . The score will be as follows:

1 = Not Good Quality

2 = Could be better quality

3 = Average quality

4 = Great quality

5 = Outstanding quality

The winners will be notified at email address used to submit the Submission, within one (1) business day following the winner selection. Sponsor shall have no liability for a winner's failure to receive notices due to winner's spam, junk e-mail or other security

settings or for winner's provision of incorrect or otherwise non-functioning contact information. If the selected winner cannot be contacted, is ineligible, fails to claim the prize within 7 days from the time award notification was sent, or fails to timely return a completed and executed declaration and releases as required, prize may be forfeited and an alternate winner selected pursuant to the Sponsor's selection method. The receipt by the winner of the prize offered in this Contest is conditioned upon compliance with any and all federal and state laws and regulations. ANY VIOLATION OF THESE RULES BY WINNER (DETERMINED AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN THE WINNER'S DISQUALIFICATION AS WINNER OF THE CONTEST AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

**8. Rights granted by you.** By entering this Contest you understand that Sponsor, anyone acting on behalf of Sponsor or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the world, your entry, including, without limitation, video, the entry and your name, portrait, picture, voice, likeness, image or statements about the Contest, and biographical information as news, publicity or marketing information and for trade, advertising, public relations and promotional purposes without any further compensation. Furthermore, you understand and agree that you will not now nor in the future be paid or receive any other compensation for your Submission or for granting the Sponsor any of the rights and/or licenses set out in these Rules and any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to participants.

**9. Terms.** Sponsor reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Contest should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Contest. In such case, Sponsor may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry

process or the operation of the Contest or website or violates these Rules. Sponsor has the right, in its sole discretion, to maintain the integrity of the Contest, to void votes for any reason, including, but not limited to; multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by the Rules; or the use of bots, macros or scripts or other technical means for entering. Any attempt by you to deliberately damage any web site or undermine the legitimate operation of the sweepstakes may be a violation of criminal and civil laws 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.

**10. Limitation of Liability.** By entering you agree to release and hold harmless Sponsor and its subsidiaries, parent, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such entrant's participation in the Contest and/or your acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Contest; (v) electronic or human error which may occur in the administration of the Contest or the processing of entries.

**11. Disputes.** The Contest is governed by the laws of Idaho. As a condition of participating in this Contest, participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Idaho having jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket



expenses (i.e. costs associated with entering this Contest), and participant further waives all rights to have damages multiplied or increased.

**12. Sponsor.** The Sponsor of the Contest is Health Coach Institute, LLC, 800 W Main Street, Suite 1460, Boise, Idaho 83702.

**13. Your Information.** You understand that you are providing your information to the Sponsor and that by participating in the Sweepstake you agree such information is subject to Sponsor's privacy policy which can be found at [here](#).