

Official Challenge Rules

1. Eligibility

Fit to Give Challenge ("Challenge") is open to residents of the Continental United States, who are 18 years or older at the time of registration. An individual eligible under this Paragraph is hereby referred to as "Participant".

2. Entry

To enter the Challenge, the Participant must download the Vimify app or go to www.vimify.com, create an account, complete all of the required information, register the account, and complete daily tasks. Limit one registration per Participant. All Federal, State, Local and Municipal laws and regulations apply. By entering this contest, you are opting-in to becoming a member of our e-mail newsletter database, meaning you will receive our Vivecorp Newsletter once a month, or similar. This e-mail newsletter database is used strictly by Vivecorp, Inc. and will not be sold or re-distributed in any way. Challenge is void where prohibited by law.

3. Refund and Transfer Policy

Refunds are not allowed. No Participant may transfer the registration fee to anyone else.

4. Task Completion

All tasks must be completed as described and on the day assigned (unless otherwise stated) to earn points. If Participants do not complete tasks as described (for example, participant fails to add a picture when asked), then Participants will not earn points for that task.

5. Charity Donation

Participants will vote on which charity Vivecorp will donate money to. The charity with the most votes wins. Vivecorp reserves the sole right to choose the charity regardless of the votes cast if it deems it necessary in its sole discretion or in the event of a tie. Participant will need to complete vote by 12/03/2019 at 8:00 a.m. PST for the vote to count.

Participants will earn money for the chosen charity by completing tasks:

Each completed task = 10 points

100 points earned by all participants = \$1 donated

If the Fit to Give Goal of \$500 is reached, Vivecorp will make an additional donation to chosen charity. Amount will depend on final registration number.

6. Assumption of Risk, Waiver of Liability, and Indemnification.

Participants acknowledge that there are risks associated with their participation in the Challenge. Participants knowingly agree to those risks with full knowledge and appreciation for them. Participants also acknowledge that they have had the opportunity to ask questions about those risks or consult with a medical professional about their ability and fitness to participate in the Challenge and decided in their sole discretion to voluntarily participate in the

Challenge. Participants further acknowledge that Vivecorp has not provided any advice, feedback, recommendations, or other input whatsoever about the Participants' ability and fitness to participate in the Challenge. Participants further acknowledge that they are not relying on any representation, implicit or explicit, by Vivecorp to determine their ability and fitness to participate in the Challenge.

In consideration for participating in the Challenge, each Participant agrees to release and forever discharge Vivecorp, any promotional sponsors, and each of their respective affiliated companies, directors, officers, employees, representatives, partners and agents from any liability whatsoever arising out of or relating to the Challenge. This includes, but is not limited to, claims, costs, injuries, losses or damages related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light.

In consideration for participating in the Challenge, each Participant further agrees to defend, indemnify, and hold harmless Vivecorp, any promotional sponsors, and each of their respective affiliated companies, directors, officers, employees, representatives, partners and agents, from any and all claims for liability whatsoever, related to or in any way arising out of their participation in the Challenge or the Official Challenge Rules.

7. Limitations of Liability.

In consideration for participating in the Challenge, Participant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with the Challenge, or any prizes awarded, shall be resolved individually without resort to any form of class action; (2) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Challenge, but in no event noneconomic damages or future economic damages, attorney's fees, and costs of any kind; and (3) under no circumstances will Participants be permitted to obtain any award for, and Participants hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses.

8. Disclaimer of Warranty

Vivecorp makes no representation, warranty, or guarantee of the suitability of the services for Participants purposes. That the use of the community shall be secure, uninterrupted or error-free, or that the services shall function properly in combination with any third party technology, hardware, software, systems or data. The services are provided "as is" and all conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, title, fitness for a particular purpose, or non-infringement are hereby disclaimed to the maximum extent permitted by applicable law. The services may be subject to interruption, limitations, delays, and other problems inherent in the use of internet applications and electronic communications and Vivecorp is not responsible for any such delays, delivery failures, or any other damage resulting from events beyond Vivecorp's reasonable control.

9. General.

All interpretations of these Official Challenge Rules shall be made by Vivecorp whose decisions and interpretations shall be final and binding. Vivecorp reserves the right to cancel, terminate or suspend the Challenge or any part of the Challenge for any reason. Vivecorp reserves the right, at its sole discretion, to disqualify any Participant it reasonably suspects or believes to be tampering with the entry process, any part of the Challenge itself, or the award mechanism by any means or suspected to be acting in violation of these Official Challenge Rules or any other term or condition of the Challenge. If Vivecorp determines, in its sole discretion, that unforeseen events have compromised the integrity or viability of the Challenge, Vivecorp reserves the right to void the entries at issue, and/or terminate the relevant portion of the Challenge, including the entire Challenge, and/or modify the Challenge and these rules. Vivecorp shall not be responsible for incomplete, lost, late or misdirected registrations or for failure to receive registration due to transmission failures or technical failures of any kind, including, without limitation, malfunctioning of any network, hardware or software, whether originating with sender or sponsor or for any registration that is not received by Vivecorp by the applicable deadline for any reason whatsoever.

10. Construction.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Challenge Rules, or the rights and obligations of any contestant and Sponsor, shall be governed by, and construed in accordance with the laws of the State of Washington, without giving effect to any choice of law or conflict of law rules or provisions (whether of Washington, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Washington. If any portion of the Official Challenge Rules is deemed illegal or invalid, the rest of Official Challenge Rules shall not be affected and shall be enforceable.

11. Sponsor and Charity Winner.

The sponsor of the Challenge is Vivecorp, Inc., 14208 SE 77th St, Newcastle, WA 98059, whose decisions regarding the selection of donations and all other aspects of the Challenge shall be final and binding in all respects. Vivecorp will not be responsible for typographical, printing or other inadvertent errors in these Official Challenge Rules or in other materials relating to the Challenge. To receive a notification of the final donation amount and organization, please submit your request in writing by February 28, 2020 to Vivecorp, Inc., 14208 SE 77th St, Newcastle, WA 98059, Attn: Fit to Give Challenge Charity Donation.