

SOLDIERFIT[®]

Mission: Fit to Own Franchise Giveaway Contest

INTRO

No purchase or payment of any kind is necessary to enter or win this contest. A \$30,000 credit -- the full price of the initial franchise fee -- will be awarded to the winner of the contest. Franchise royalties for the winner will also be waived for the first 12 months of operation. Winner will be required to pay other initial fees, including but not limited to the cost of all licenses and permits, expenses to attend training, the cost to build out an individual location and other fees described in our Franchise Disclosure Document. A purchase or gym membership will not improve your chance of winning. Be sure to carefully read these official rules, as by entering you will be bound by them.

PRIZE

The prize (the "Prize") to be awarded in this Contest to the winning Contestant (the "Winner") is the waiver of the full initial franchise fee (\$30,000) and the waiver of 12 months of royalty payments for the Winner. SOLDIERFIT currently offers a 50% discount on its initial franchise fee for first time franchisees who are eligible U.S. military veterans (eligibility defined below).

One Prize will be awarded, and the odds of winning depend on the number of qualified entries in the Contest. The Prize is non-transferable and cannot be assigned, and no cash alternative is available. SOLDIERFIT makes no warranties with regard to the Prize.

The Prize does not include:

- All other costs associated with the acquisition of a SOLDIERFIT franchise, including but not limited to other initial fees, all licenses and permits, expenses to attend training and other fees described in our Franchise Disclosure Document.
- All local, state and federal taxes, fees and surcharges associated with the Prize or the franchise, all of which are the sole responsibility of the Winner.

This information is not intended as an offer to sell a franchise, which will be made by us only in a state if we are first registered, filed, exempted or otherwise qualified to offer franchises in that state, and only if we provide you with an appropriate franchise disclosure document. The contest is subject to franchise registration laws in the following states: California, Hawaii, Illinois, Indiana, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Washington and Wisconsin. The contest is also subject to franchise filing laws in the following states: Kentucky, Nebraska, Texas and Utah. All participants must read and agree to the Official Rules of the contest.

Contestants will not be asked to make monetary payments to enter or win the Prize (other than any additional fees that are required in connection with signing a SOLDIERFIT franchise agreement. However, the winner will have financial obligations relating to acquiring and operating a SOLDIERFIT franchise after award of the Prize.

CONTEST PERIOD

You may enter the Contest between 12:00 p.m. (noon) Eastern Standard Time on March 24, 2015 and 11:59:59 p.m. Eastern Standard Time on July 27, 2015 (the "Contest Period").

ELIGIBILITY

The Contest is subject to all applicable state and federal laws and regulations. Persons participating in the Contest agree that participation constitutes Contestant's full and unconditional agreement to these official rules, which are final and binding in all matters related to the contest. Eligibility for a prize award is contingent upon fulfilling all requirements set forth herein. Contestants must be individuals. Only one entry per Contestant.

The contest is subject to franchise registration laws in the following states: California, Hawaii, Illinois, Indiana, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Washington and Wisconsin. The contest is also subject to franchise filing laws in the following states: Kentucky, Nebraska, Texas and Utah.

Who is Eligible?

- a. The Contest is only open to Eligible Veterans of the United States military, who are legal residents of the United States. Eligible Veterans are those who have served for the full period in which they were called and honorably discharged, or those that were discharged early for a service-connected disability from any branch of the U.S. military (Navy, Army, Air Force, Marine Corps, Coast Guard) and can present their DD-214 or NGB-22 to verify Veteran status. Contest is open to active duty members only if they have Veteran status by March 24, 2015.
- b. Eligible Veterans must be 21 years or older as of March 24, 2015.
- c. If necessary, Eligible Veterans must be willing to move to an area where SOLDIERFIT has locations available for franchising at their own expense and live in the area of the franchise location.
- d. Eligible Veterans must have financial resources to start up and operate a SOLDIERFIT franchise location if they are the Winner of the Contest.
- e. Eligible Veterans must understand, meet and accept all of SOLDIERFIT's franchise requirements.

Who is not Eligible?

- a. Employees, and their immediate family members, of SOLDIERFIT or a SOLDIERFIT affiliate.
- b. Any individual who has signed a SOLDIERFIT franchise agreement and is waiting to assume operation of the unit.

TO ENTER

Step One: Complete the official contest entry form (“Entry Form”) found on SOLDIERFIT’s website. Click enter contest and complete the entry form. Prior to submitting the entry form, you will need to have read these official rules and indicate you agree to and understand the Official Rules and will agree to be bound by all the terms contained in the Official Rules. You may do this by clicking on the box on the entry form that says (“Yes, I have read and agree to the Official Rules of this Contest”). Links to the Official Rules are available on SOLDIERFIT’s website and on the Entry Form. You must complete and submit the official Contest entry form by no later than the end of the Contest Period.

Step Two: Details about application and the contestant...

There will be an initial round of judging after completion of the first two steps described above to select the Initial 10 Finalists described below. The Initial 10 Finalists will then be required to submit additional information to SOLDIERFIT and create and upload the video described in more detail below. The Initial 10 Finalists will also be provided a SOLDIERFIT Franchise Disclosure Document.

JUDGING

The Contest consists of three (3) rounds of judging.

Round One Judging

In Round One Judging, a panel of judges selected by SOLDIERFIT, which will include various SOLDIERFIT corporate executives, franchise sales representatives and other team members who will review all eligible Contestants and select up to ten (10) initial finalists (“Initial Finalists”) based on the evaluation of each Contestant’s personal qualifications as determined through review of their franchise application and related material (including but not limited to a credit check, background check, personal experience, financial resources, skills testing, interviews and other factors).

Initial Finalists will be contacted by telephone and email on or around August 24, 2015. Initial Finalists will be required to submit additional information to SOLDIERFIT to allow SOLDIERFIT to complete a comprehensive evaluation of the Initial Finalists’ financial condition and overall creditworthiness. Initial Finalists may be required to submit bank statements, personal financial statements, federal and tax returns and other material covering extensive time periods determined by SOLDIERFIT.

The Initial Finalists will be required to create an original video to be uploaded to YouTube that is no longer than 180 seconds in length. The video should explain in the most creative way possible why the Initial Finalists’ should be the next SOLDIERFIT franchise owner. Initial Finalists may collaborate with others in creating the video, but only the Initial Finalists can upload the video and submit an entry form, and only an Initial Finalist will be awarded the Prize. Only one video will be accepted from each Initial Finalist.

To upload your video each Initial Finalist will need to create and/or sign in to their personal YouTube account. Each Initial Finalist should keep a record of their YouTube URL as it may be needed for verification. Uploading the video to YouTube and confirming that it has been successfully uploaded may take some time. Initial Finalists should not wait until the last minute before the deadline for entry to upload the video. The video must be successfully uploaded to YouTube no later than 11:59:59 p.m. Eastern Standard Time on September 10, 2015. Videos uploaded after the video entry deadline will be disqualified and will not be eligible for further judging or award of the Prize. The person uploading the video must be an Initial Finalist and must own the email address associated with the YouTube/Google account used to enter the Contest and upload the video. Each Initial Finalist must comply with YouTube's Terms of Service as well as these Official Rules. In the event of any inconsistency between these Official Rules and the YouTube Terms of Service, these Official Rules will prevail.

Prior to uploading the video to YouTube, make sure that it adheres to the Official Contest Rules and is not subject to disqualification for inappropriate content or use of copyrighted material without permission. In addition, before uploading your video make sure that you have received written permission for the use of the image/likeness of any and all identifiable persons appearing in the video and make sure that the video does not contain the trademark, copyright or other intellectual property material owned by any third party unless you have written license from that third party to use those materials.

All videos may be reviewed by SOLDIERFIT for content before being published on the SOLDIERFIT YouTube Channel or Facebook App and judged. Such review does not relieve Initial Finalists from the responsibility for compliance with the YouTube Terms of Service and these Official Rules. Videos that do not comply in all material respects with either the YouTube Terms of Service or these Official Rules or that otherwise contain prohibited or inappropriate content as determined in SOLDIERFIT's sole discretion, will be disqualified and will not be published or considered for further judging or award of the Prize.

Once a video is submitted, you may not make changes, edits or modifications to it. By submitting the video, Initial Finalists understand that their video in its entirety or portion thereof may, in SOLDIERFIT's sole discretion, be posted on the SOLDIERFIT YouTube Channel, Soldierfit.com, and/or other SOLDIERFIT selected media. The posting of the video on YouTube, Soldierfit.com, Facebook and/or other SOLDIERFIT selected media for public viewing and/or voting does constitute SOLDIERFIT's decision or agreement that the video is in compliance with these Official Rules, and SOLDIERFIT reserves the right to remove the video posting and disqualify the Initial Finalist at any such time that SOLDIERFIT determines the video does not comply with these Official Rules.

Round Two Judging

In Round Two Judging, the videos produced by the top 10 finalists will be posted for public viewing and voting on SOLDIERFIT's social voting app. Voting will be open at 09:00:00 a.m. Eastern Standard Time on September 14, 2015 and close at 11:59:59 p.m. Eastern Standard Time on October 2, 2015 (the "Voting Period"). Voters will be required to follow all voting

instructions as explained on SOLDIERFIT's social voting app. Voters will need to like SOLDIERFIT's Facebook page and click on the "Vote" button to vote.

Facebook Voters must be registered with Facebook prior to voting, and EXPRESSLY AGREE AND CONSENT AND BE BOUND BY FACEBOOK'S TERMS OF SERVICE AND APPLICABLE PRIVACY POLICIES.

Each Facebook registered user can only vote once. Facebook Voters will be instructed to vote for the video that they like the best. Each video will be given the total number of votes received during the Facebook Voting

SOLDIERFIT may in its sole discretion disqualify improperly made or obtained votes, such as but not limited to, the creation of alias Facebook accounts, IP addresses or email addresses in order to create additional votes, the use of automated voting software, the utilization of third-party web pages to solicit votes from people a contestant does not know, offers to exchange votes with others through the use of social media, or, in extreme cases, offers of payment or prizes to people to vote for an entry, or any other attempt to improperly make or obtain votes.

The posting of a video on Facebook does not constitute SOLDIERFIT's decision or agreement that the video is in compliance with these Official Rules and SOLDIERFIT reserves the right to remove the video's posting and disqualify the Entry at any such time that SOLDIERFIT determines that the Entry does not comply with these Official Rules.

Of the 10 Initial Finalists with videos on Facebook, the one receiving the most votes will automatically enter into the final round of judging. The finalist who wins the social voting period will be contacted by telephone and email and announced by SOLDIERFIT on or about October 5, 2014.

In addition to the initial finalist receiving the most votes in the social voting period, three (3) other finalists will be chosen to move forward to the final round of judging. The Final 4 contestants will move on to the final round of judging.

Round Three Judging

In Round Three Judging, the videos and applications of the four (4) Finalists will be decided by a judging panel comprised of SOLDIERFIT executives, and other trusted leaders chosen by SOLDIERFIT. Finalists may be subject to judging panel interviews. SOLDIERFIT will provide the Finalists with the date and time of the interview for Round Three Judging.

All Finalists' are subject to verification of eligibility. Upon notification that an Initial Finalist is a Finalist, SOLDIERFIT will provide each Finalist with an Affidavit, Declaration of Certificate of Eligibility, Liability Release, and where legally permissible, a Warranty of Ownership and License in which the Finalist warrants that he/she is the owner of the video submitted and all of the intellectual property rights in the video submitted.

At the time of the judging panel's decision, SOLDIERFIT will notify one (1) Finalist that he or she is the Winner.

WINNER

The Winner will be selected at the conclusion of the Round Three judging based on the determination of the Round Three judging panel.

The Finalist with the best overall application and video based on the Winning Criteria, in the sole discretion of the Round Three judging panel, will be declared the potential Winner, provided SOLDIERFIT has verified the potential Winner as eligible. If the potential Winner decides not to enter into a SOLDIERFIT franchise agreement, or is otherwise disqualified, the Round Three judging panel will select among the other finalists until a qualified winner is selected who agrees to enter into a SOLDIERFIT franchise agreement. If the Winner does not successfully complete the Training Program in SOLDIERFIT's sole discretion, the Winner will be disqualified as a franchisee and will forfeit the Prize.

The Winner will be contacted by telephone and email on or around October 19, 2015. Public announcements will follow.

RELEASES: The video you produce must use all original material.

If your video includes any material or elements (i.e., music, images, etc.) that are not owned by the Contestant and/or which are subject to the rights of third parties, and/or if any persons appear in the video, the Contestant is responsible for obtaining, prior to submission of the video, any and all releases, licenses and consents necessary to permit the exhibition and use of the video in the manner set forth in these Official Rules without additional compensation. If any person appearing the video is under the age of majority in their state of residence, the signature of a parent or legal guardian should be obtained on each release.

FINAL DECISION AND DEADLINE FOR CLAIMING PRIZE

The decision of the Judges is final, and the Prize must be accepted as awarded. No portion of the Prize is transferable, and no other cash or other considerations will be awarded or offered in lieu of or in addition to the Prize. The Prize Winner must provide a verbal or written agreement to SOLDIERFIT within 10 days of notification to confirm they accept winner. Upon agreement, winner will be provided a letter of intent they must sign prior to November 11. If the Winner fails to sign an official franchise agreement within 90 days of signing the letter of intent, he or she will forfeit the Prize.

LIMITATION OF LIABILITY AND LIABILITY RELEASE

BY ENTERING THE CONTEST, CONTESTANT AGREES TO RELEASE AND HOLD HARMLESS, AND DOES HEREBY RELEASE AND HOLD HARMLESS, SOLDIERFIT, YOUTUBE, INC., FACEBOOK, INC., AND THEIR SUBSIDIARIES, AFFILIATES, FRANCHISEES, AGENTS, ADVERTISING AND PROMOTIONS AGENCIES, PARTNERS, REPRESENTATIVES, SUCCESSORS, ASSIGNS, CONTEST JUDGES, AND THE EMPLOYEES, OFFICERS AND DIRECTORS AND MEMBERS OF EACH OF

THEM OR OTHERS WORKING ON THEIR BEHALF AND ANY PUBLISHERS, OR OTHER INTERESTED MEDIA, FROM ANY AND ALL LIABILITY, FOR LOSS, HARM, DAMAGE, INJURY, COST OR EXPENSE WHATSOEVER RELATED IN ANY WAY TO THE CONTEST, INCLUDING, WITHOUT LIMITATION: (1.) PROPERTY DAMAGE, INCLUDING, BUT NOT LIMITED TO, CONTESTANT'S COMPUTER, HARDWARE OR SOFTWARE, WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM CONTESTANT'S PARTICIPATION IN THE CONTEST; (2.) PERSONAL INJURY AND/OR DEATH, WHICH MAY OCCUR IN CONNECTION WITH, PREPARATION FOR, OR PARTICIPATION IN THE CONTEST; (3.) TECHNICAL FAILURE OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THE MALFUNCTIONING OF ANY COMPUTER, CABLE, NETWORK, HARDWARE OR SOFTWARE; (4.) THE UNAVAILABILITY OR INACCESSIBILITY OF ANY TRANSMISSIONS OR TELEPHONE OR INTERNET SERVICE; (5.) POSSESSION, ACCEPTANCE AND/OR USE, MISUSE, NON-USE AND/OR DELIVERY OF THE PRIZE; (6.) CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY AND INTELLECTUAL PROPERTY RIGHTS; (7.) THE ABILITY OR INABILITY TO UPLOAD OR DOWNLOAD ANY INFORMATION IN CONNECTION WITH PARTICIPATING IN THE CONTEST; (8.) TECHNICAL PROBLEMS OR TECHNICAL MALFUNCTIONS, WHICH MAY AFFECT THE OPERATION OF THE CONTEST; (9.) ANY DECISIONS OF THE JUDGES OR SELECTION OF THE WINNER; (10.) ANY DISQUALIFICATION OF CONTESTANT; AND (11.) CONTEST CANCELLATION OR NON-AWARD OF THE PRIZE.

GENERAL CONDITIONS

All interpretations of these Official Rules shall be made by SOLDIERFIT or its designated judges, whose decisions and interpretations shall be final and binding.

If for any reason the Contest is not capable of running as planned, including, without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness integrity or proper conduct of the Contest, SOLDIERFIT reserves the right, at its sole discretion, to cancel modify or terminate the Contest. Further, SOLDIERFIT reserves the right, at its sole discretion, to disqualify any individual deemed to be (a) tampering or attempting to tamper with the entry or voting process or the operation of the Contest or any SOLDIERFIT or Contest-related website pages; (b) violating the Official Rules; (c) violating the YouTube and/or Facebook App Terms of Service, conditions of use and/or applicable general rules or guidelines; (d) acting in a disruptive manner, or with intent to abuse, threaten or harass any other person; (e) engaging in fraud, dishonesty or illegal activity; (f) attempting to deliberately damage or corrupt or otherwise attempt to undermine the legitimate operation of the Contest, and/or SOLDIERFIT's business operations, including, without limitation, by cheating, hacking, deception and/or other unfair practices, including, but not limited to, using automated entry or voting programs and/or devices; (g) colluding to alter the results of the Contest; and/or (h) giving false or misleading information to SOLDIERFIT.

This contest is governed by the laws of the state of Maryland. All claims relating in any manner to this Contest or to any Entry must be resolved in the federal or state courts located in Montgomery County, Maryland.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT A CONTESTANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS APPLICATION OR INTERFERE WITH THE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SOLDIERFIT RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

By entering, Contestants agree (a) to be bound by these Official Rules, (b) that the decisions of the Judges are final and binding with respect to all matters relating to the Contest, and © if the Contestant wins that SOLDIERFIT may use the winning video and the Winner's name, photograph, likeness and/or voice in any publicity or advertising relating to the Contest or future promotions without compensation approval (except where prohibited by law).

SOLDIERFIT reserves the right to correct typographical, clerical or printing errors in any Contest materials. SOLDIERFIT is not responsible for any incorrect or inaccurate information, whether caused by human errors or omissions, natural disasters, data transmissions or any other means; is not responsible for contacting any Contestant by any means if that Contestant has changed contact information and fails to provide SOLDIERFIT with the new contact information.

This Contest is in no way sponsored, endorsed or administered by, or associated with, YouTube or Facebook. The information you submit is provided to SOLDIERFIT and not to YouTube or Facebook. Any questions, comments or complaints regarding this Contest should be directed to SOLDIERFIT and not to YouTube or Facebook.

The Winner is responsible for all federal, state, local and other taxes associated with winning the Contest. SOLDIERFIT will issue the Winner an IRS Form 1099 in the amount of the initial franchise fee waived by SOLDIERFIT. SOLDIERFIT will not provide any tax advice to the Winner related to any tax liability that may be incurred by the Winner in connection with this Contest, and the Winner is encouraged to seek professional tax advice for personal income tax questions and assistance related to this Contest.

WINNER'S LIST/RULES REQUEST

The names of the Initial 10 Finalists will be available on or around August 24, 2015. The names of the final 4 Finalists will be made available on or around October 5, 2015. The name of the Winner will be available on or around November 11, 2015. A copy of the Official Rules may be requested by sending a request with a self-addressed, stamped envelope to: SOLDIERFIT FRANCHISE LLC., 8420 Gas House Pike, Suite Z

Frederick, Maryland, 21701, and Attention: Mission: Fit to Own.