

100 Days of Real Food Sweepstakes Official Rules

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.
VOID WHERE PROHIBITED BY LAW**

1. Overview: The 100 Days of Real Food 2018 Sweepstakes (“Sweepstakes”) is sponsored by Integrative Nutrition Inc., d/b/a Institute for Integrative Nutrition (“IIN”). One (1) eligible entrant will be selected via random drawing to receive free tuition for IIN’s Health Coach Training Program (“HCTP”) (the “Prize”). By entering this Sweepstakes, or accepting a prize, you agree to comply with and be bound by these Official Rules (the “Official Rules”).

2. Eligibility: Individuals who opt-in to receive future communications from IIN by providing the information requested at: <https://www.integrativenutrition.com/integrative-nutrition-100-days-of-real-food> (the “Form”), are at least 18 years old and have reached the age of majority in their jurisdiction of residence, and are in good standing with IIN (“Entrants”) will be automatically entered into the Sweepstakes and are eligible to win the Prize. Other than the excluded states listed below, the Sweepstakes is open to legal residents of the 50 United States and the District of Columbia. Void in Arizona, Iowa, Louisiana, Guam, Puerto Rico, the U.S. Virgin Islands, and other U.S. territories and possessions and where prohibited by law. Employees and their immediate family members (parents, children, siblings or spouse, regardless of where they live, or persons living in the same household, whether related or not) of IIN, its affiliates, divisions or subsidiaries, IIN’s contractors, distributors, sales representatives, retailers, advertising and promotion agencies, or any other entity that is engaged in the development, production, execution, administration or distribution of the Sweepstakes are not eligible. Eligibility is subject to verification. The Sweepstakes is subject to all applicable federal, state and local laws and regulations, including tax laws. Winning a prize is contingent upon fulfilling all requirements set forth herein. Odds of winning depend on number of eligible entries received. THIS SWEEPSTAKES IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

3. Entry Period: The Sweepstakes runs from April 23, 2018 at 9:00 a.m. Eastern Time (“ET”) through May 7, 2018 at 11:59 p.m. ET (“Entry Period”). IIN shall be the official timekeeper for the Sweepstakes. Late entries will not be considered.

4. How to Enter: Entrants who complete the Form and satisfy the other eligibility criteria set forth above will be automatically entered into the Sweepstakes. One entry (“Entry”) per Entrant; one prize per Entrant. The use of any means to automate or interfere with the entry process or the Sweepstakes is prohibited, and may result in disqualification. Multiple Entrants may not enter using the same email address. Any attempt to tamper with the entry process or to obtain multiple entries is prohibited.

- 5. Prize:** One (1) Entrant will be selected to receive the Prize (free tuition to HCTP). Odds of winning depend on number of entries. No transfer or cash substitution. The ARV of the Prize is \$5,995 USD^[1]. Prize is non-transferable, and no substitution, exchange or cash redemption of Prize will be permitted, except as provided herein or at Sponsor's sole discretion. Sponsor reserves the right to substitute a Prize of equal or greater value. Prize must be accepted "as is," and no warranties or guarantees of any kind, including but not limited to warranties of fitness for a particular purpose, will be provided. All federal, state and/or local taxes, fees, and surcharges, if any, are the sole responsibility of the Prize winner.
- 6. Entrant's Representations and Warranties:** By entering the Sweepstakes, you represent and warrant that your Entry complies with the Official Rules. Sponsor reserves the right, in its sole and unfettered discretion, to disqualify any Entrant or Prize Winner that Sponsor believes violated these Official Rules, the law, or the rights of any person or is otherwise inappropriate for a Sweepstakes of this nature.
- 7. Winner Selection:** One (1) Entrant will be randomly selected to receive the Prize ("Winner"). Sponsor's decisions shall be final and binding in all respects.
- 8. Notification of Winner:** Winner will be notified via email at the email address provided with their Entry or by other method chosen by Sponsor by May 11, 2018.. Except where prohibited by law, Winner may be required to complete Prize acceptance documentation including an affidavit of eligibility, a liability release, third party consents/licenses and, where lawful, a publicity release within the time specified by Sponsor. If Winner notification or Prize delivery is returned as undeliverable, or a potential winner fails to return any required documents or releases within the specified time, the Prize will be forfeited and Sponsor may select another winner from the remaining eligible entries. Sponsor is not responsible for undeliverable Prize notifications due to change in Winner's email address or any other reason. If a potential Winner is disqualified for any reason, Sponsor may conduct an additional drawing to award the Prize to another Winner from among all remaining eligible Entrants.
- 9. General:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part thereof, or to modify these Official Rules, for any reason at any time, including if any fraud, technical failures or any other factor beyond Sponsor's reasonable control threatens to impair the administration, integrity, legality, fairness or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any Entrant who is suspected or found to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or any law. Entrant agrees to defend and indemnify Sponsor for any claims, losses, or damages of any kind that may be caused by Entrant's violation of these Official Rules. Incorrect, illegible,

corrupt, and incomplete Entries are void. Use of a false email or identity will disqualify an Entry. For purposes of awarding the Prize, Sponsor is entitled to rely on information received through the entry form that submitted the winning Entry. By participating, each Entrant agrees to comply with, and be bound by, these Official Rules and the decisions of Sponsor (including but not limited to eligibility and winner determinations) and waives any right to claim ambiguity in the Sweepstakes or Official Rules. Sponsor's failure to enforce any term of these Rules shall not constitute a waiver of that or any other provision.

10. General Disclaimer: Sponsor is not responsible for: (1) any incorrect or inaccurate information, whether caused by Entrant, Sponsor, or any printing or typographical errors or equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind including, but not limited to, malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error in the administration of the Sweepstakes or the processing of enrollments or Entries; (5) late, lost or undeliverable messages or Entries; or (6) any injury or damage to persons or property caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes or any Sweepstakes-related activity, or the receipt, use or misuse of any prize.

11. Internet Disclaimer: Sponsor is not responsible for any malfunction of any entry form associated with the Sweepstakes or any late, lost, damaged, misdirected, incomplete, illegible, undeliverable, or destroyed Entries due to system errors, failed, incomplete, or garbled computer messages or other telecommunication transmission malfunctions, hardware or software failures of any kind, including lost or unavailable network connections, typographical or system/human errors and/or failures, technical malfunction(s) of any telephone network or lines, cable connections, satellite transmissions, servers or providers, or computer equipment, traffic, and/or congestion on the Internet or at any website associated with the Sweepstakes, including any other technological malfunction which may limit Entrant's ability to enter or participate in the Sweepstakes.

12. Limitations of Liability, Indemnification and Release: By entering the Sweepstakes or accepting a Prize, each Entrant agrees to release, discharge, indemnify, defend and hold harmless Sponsor and its officers, directors, employees, affiliates, representatives and agents, from and against any claims, damages, liabilities, losses or causes of action related in any way to the operation of or such Entrant's participation in the Sweepstakes, and any other claims, damages or liabilities, including without limitation any injuries, damages or losses to any person (including death) or property of any kind resulting, in whole or in part, directly or indirectly, from Entrant's acceptance, possession, use or misuse of the Prize or participation in the Sweepstakes or any Sweepstakes-related activity. Under no circumstances will any Entrant be

permitted to obtain awards for, and Entrant hereby waives all rights to claim punitive, incidental, consequential, or any other damages, court costs, or attorney's fees, other than actual out-of-pocket expense not to exceed fifty dollars (\$50). If for any reason an Entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant's sole remedy is another Entry in the Sweepstakes if available.

13. Arbitration: THE FOLLOWING TERMS TO WHICH YOU ARE CONSENTING CONSIST OF A BINDING ARBITRATION PROVISION AND A CLASS-ACTION WAIVER.

Except where prohibited by law, by entering the Sweepstakes, each Entrant agrees that in the event a dispute arises between Entrant and Sponsor, either arising from this Agreement or otherwise pertaining to the relationship between Entrant and Sponsor, **THE PARTIES SHALL SUBMIT TO BINDING ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION. ANY ARBITRATION COMMENCED BETWEEN THE PARTIES MUST BE FILED IN NEW YORK COUNTY, NEW YORK. ENTRANT UNDERSTANDS THAT CERTAIN LEGAL RIGHTS WILL BE FORFEITED, INCLUDING THE RIGHT TO SUE IN COURT, THE RIGHT TO A JURY TRIAL, AND THE RIGHT TO BRING, OR BE PART OF, A CLASS ACTION CASE. ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. THIS MEANS NEITHER ENTRANT NOR SPONSOR MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION WITH OR AGAINST OTHER ENTRANTS, OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS.** Entrant further agrees that, except for claims for indemnification by Sponsor under Section 15: (1) the arbitrator shall not be empowered to award punitive, incidental, consequential, or any other damages, court costs, or attorney's fees, other than actual out-of-pocket expenses not to exceed fifty dollars (\$50); (2) under no circumstances will any Entrant be permitted to obtain awards for, and each Entrant hereby waives all rights to claim punitive, incidental, consequential, or any other damages, court costs, or attorney's fees, other than actual out-of-pocket expense not to exceed fifty dollars (\$50); and (3) any and all claims, judgments, and awards shall be limited to such actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, not to exceed fifty dollars (\$50). Entrant expressly waives any right to claim or recover attorney's fees or arbitration costs. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of any Entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules which would cause the application of the laws of any jurisdiction other than the State of New York.

RULES FOR THE AMERICAN ARBITRATION ASSOCIATION ARE AVAILABLE AT:
<https://www.adr.org>.

If Entrant needs to initiate an arbitration claim, Entrant must serve notice to Sponsor by regular and certified mail (return receipt requested) at the following address: Legal Department, Integrative Nutrition Inc., 245 Fifth Avenue, New York, NY 10016. If Sponsor needs to initiate an arbitration claim, it shall notify Entrant at the address provided in the Sweepstakes opt-in notice or such other address Entrant has provided in writing to Sponsor.

14. Severability: In the event that any provision of these Official Rules is found to be invalid, illegal or otherwise unenforceable, such provision shall be severed, the remainder of these Official Rules shall continue in full force and effect, and any such unenforceable provision shall be reformed to provide the maximum protection to the Sponsor permissible under law.

15. Sweepstakes Results: For a list of the Winner, send a self-addressed, stamped envelope to Winners List – 100 Days of Real Food 2018 Sweepstakes, c/o Integrative Nutrition Inc., 245 Fifth Avenue, New York, NY 10016, within 5 days of the end of the Entry Period.

16. General: By participating, each Entrant agrees to comply with, and be bound by, these Official Rules and the decisions of Sponsor (including but not limited to eligibility and winner determinations) and waives any right to claim ambiguity in the Sweepstakes or Official Rules.

17. Sponsor: Integrative Nutrition Inc., 245 Fifth Avenue, New York, NY 10016.