

IIN Advanced Business Course Contest Rules & Disclosure

(the “Contest”)

By entering into this Contest, you are agreeing to the following rules (the “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.

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- 1. Overview:** The Advanced Business Course Contest (“Contest”), sponsored by Integrative Nutrition Inc., d/b/a Institute for Integrative Nutrition® (“IIN®” or “Sponsor”), is designed to inspire students of Sponsor’s Advanced Business Course (the “Course”) to achieve their business goals. Up to three (3) eligible entrants will be selected to receive tuition reimbursement for the Course. By entering this Contest, or accepting a prize, entrants agree to comply with and be bound by these Official Rules (the “Official Rules”).
- 2. Eligibility:** To enter the Contest, entrants must be at least 18 years old and be in good standing with Sponsor at the time of entry. Other than the excluded states listed below, the Contest is open to legal residents of the 50 United States and the District of Columbia. Void in Arizona, Colorado, Connecticut, Iowa, Louisiana, North Dakota, Tennessee, 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 Sponsor, its affiliates, divisions or subsidiaries, Sponsor’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 Contest are not eligible. Eligibility is subject to verification. The Contest 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 and quality of eligible entries received. **THIS CONTEST IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

3. **Entry Period:** Contest runs from **July 22, 2021 at 12:01 a.m. Eastern Time ("ET") through August 4, 2021 at 11:59 p.m. ET ("Entry Period")**. Sponsor shall be the official timekeeper for the Contest. Late entries will not be considered.
4. **How to Enter:** Entrants must complete **the Entry Form that will be posted in their Business Course Facebook group on July 22, 2021 at 12:01am Eastern Time within the Entry Period**. Entrant is sole responsible for providing full and accurate required entry information (hereby shall be referred to as an "Entry") on this form, which may include name, a valid e-mail address, basic financial information about the Entrant's business, client information, and a narrative statement included but not limited to Course experience and business growth during the Entrant's time enrolled in the Course. Only data submitted via the Entry within the Entry Period will be eligible for the Contest.
 1. One Entry per person ("Entrant"); one prize per person. The use of any means to automate or interfere with the entry process or the Contest is prohibited, and may result in disqualification. Multiple Entrants may not enter using the same email address. Any attempt to tamper with the entry or judging process or to obtain multiple entries is prohibited.
5. **Prize:** There will be up to three (3) prizes awarded, each consisting of tuition reimbursement (the "Prize") in the Course. **Prize amount will depend on the amount of tuition paid by the prize winner ("Winner") and will range from \$895.50 to \$1,149 USD**. Prize will not exceed the actual tuition paid by that winner. Entrants who received the course for free as a promotion may be selected as winners, but are not eligible to receive financial reimbursement. Approximate retail value ("ARV"): \$995 (nine hundred and ninety five) US dollars, generally includible as income for tax purposes. The ARV of the Prize represents Sponsor's good faith determination, which is final and binding and cannot be appealed. If the actual prize value turns out to be less than the stated ARV, the difference will not be awarded in cash. 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. Redemption of Prize subject to acceptance of IIN's Course enrollment terms and conditions and compliance with Course requirements. 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. Participation in the Course does not guarantee completion of

the Course; enrollee must comply with all Course requirements. All federal, state and/or local taxes, fees, and surcharges are the sole responsibility of the prize winner. Each winner will be required to complete an IRS Form W-9, which requires disclosure of winner's social security number, and an IRS Form 1099 reflecting the value of the prize will be issued to each winner as required by law.

6. **Client Requirements.** The clients, if any, referenced in an Entry must be Entrant's paying health coaching clients who were retained by Entrant during the Course.
7. **Entrant's Representations and Warranties.** By entering the Contest, you represent and warrant that your Entry complies with the Official Rules and that:
 1. The clients referenced in your Entry were retained by you as your paying Health Coach clients during the Entry Period; and
 2. All information you provided in your Entry is accurate. Sponsor reserves the right, in its sole and unfettered discretion, to disqualify a prize winner and/or retract the Prize if it believes that the prize winner has violated these Official Rules, the law, or the rights of any person or is otherwise inappropriate for a Contest of this nature.
8. **Winner Selection:** Up to three (3) eligible Entrants will be selected to receive a Prize. If fewer than three (3) eligible Entries are received during the Entry Period, Sponsor reserves the right to award fewer than three (3) Prizes. Entries will be evaluated based on the following criteria:
 1. Consistent and enthusiastic participation in the Course, demonstrated by consistent and productive posts in the Course Facebook Group(s);
 2. A passing score (70 or higher) on all three course exams.
 3. Significant business improvement during the Course, demonstrated by increasing clientele and revenue; Sponsor reserves the right to require each Entrant to provide proof, acceptable to Sponsor in its sole discretion, of increases in clientele and revenue. Sponsor's decisions shall be final and binding in all respects.
9. **Notification of Winners:** The Entrants who submitted the winning Entries ("Winners") will be notified via email at the email address provided with their Entry or by other method chosen by Sponsor. Except where prohibited by law, each 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 award the Prize to an alternate Winner from among all remaining eligible Entrants. Prize will be delivered approximately thirty (30) to sixty (60) days after winner verification.

10. **General:** Sponsor reserves the right to cancel, suspend and/or modify the Contest, 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 Contest, 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 Contest 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 Contest or Official Rules. Sponsor's failure to enforce any term of these Rules shall not constitute a waiver of that or any other provision
11. **Publicity:** Except where prohibited by law, participation in this Contest constitutes each Entrant's consent to Sponsor's and its agents' use of Entrant's name, image, likeness, photograph, voice, opinions, statements, biographical information, and/or Entrant's hometown and state for advertising, and promotional purposes in any media, worldwide, without further payment or consideration, in perpetuity, without notice or review or approval. Tennessee residents will not be required to agree to a publicity release as a condition of winning a prize.
12. **Privacy:** Entrants agree and acknowledge that personal data submitted with an entry, including name, mailing address, email address, and telephone number may be collected, processed, stored and otherwise used by Sponsor and its affiliates for the purposes of conducting and

administering the Contest and for marketing purposes. You may choose to opt out of receiving our marketing communications at any time by using the provided “Opt Out” or “Unsubscribe” link or contacting us at:

support@iinadvancedbusinesscourse.com

- 1. 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 Contest; (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 Contest; (4) technical or human error in the administration of the Contest 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 Contest or any Contest-related activity, or the receipt, use or misuse of any prize.
- 2. Internet Disclaimer:** Sponsor is not responsible for any malfunction of any entry form associated with the Contest 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 Contest, including any other technological malfunction which may limit Entrant’s ability to enter or participate in the Contest.
- 3. Limitations of Liability, Indemnification and Release:** By entering the Contest 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 Contest, 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 Contest or any Contest-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 Contest if available.

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

1. Except where prohibited by law, by entering the Contest, 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, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. ANY ARBITRATION COMMENCED BETWEEN THE PARTIES MUST TAKE PLACE IN NEW YORK, 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 Contest, 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 Contest,

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.

2. **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 Contest opt-in notice or such other address Entrant has provided in writing to Sponsor.

5. **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.
6. **Contest Results:** For a list of Winners, send a self-addressed, stamped envelope to Winners List – Advanced Business Course Contest, c/o Integrative Nutrition Inc., 245 Fifth Avenue, New York, NY 10016, within six months of the Contest.
7. **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 Contest or Official Rules.
8. **Sponsor:** Integrative Nutrition Inc., 245 Fifth Avenue, New York, NY 10016.