

## **IIN's Empower You Scholarship Contest 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 Empower You Scholarship Contest ("Contest"), sponsored by Integrative Nutrition Inc., d/b/a Institute for Integrative Nutrition ("IIN" or "Sponsor") is designed to offer people with a demonstrated interest in our program an opportunity to receive free tuition to the 2019 IIN online Health Coach Training Program (the "Program"). Up to ten (10) eligible entrants will be selected to receive free tuition to the Program, based on judging of their video submission, discussed further below. By entering this Contest, or accepting a prize, you agree to comply with and be bound by these Official Rules (the "Official Rules").
- 2. Eligibility:** To enter the Contest, You must be at least 18 years old, have reached the age of majority in Your jurisdiction of residence at the time of entry, and have obtained your high school diploma, GED, or equivalent. 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, 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 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 8, 2019 at 12:00 a.m. Eastern Time ("ET") through July 26, 2019 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:** To enter, create a 60-second video that answers the following question: How will an IIN education empower you to live your best life? Whether you want to transform your own health, are passionate about helping other people transform theirs, or have something else amazing in mind, let us know how IIN can help you get there! Upload your video ("Video") to your Instagram or Facebook news feed and use the hashtag

#IINEmpowerYou2019 (Facebook live, Facebook stories, Instagram stories, and IGTV posts will not be considered) or IIN's YouTube playlist at [https://www.youtube.com/playlist?list=PLNnFYpf9zx6vP1KI5Yq5v3LVBNIIdRIBOY&jct=4xBrWrFUMfavxYi1Mud0nAwqLCnMVQ&disable\\_polymer=1](https://www.youtube.com/playlist?list=PLNnFYpf9zx6vP1KI5Yq5v3LVBNIIdRIBOY&jct=4xBrWrFUMfavxYi1Mud0nAwqLCnMVQ&disable_polymer=1).

5. ("IIN Contest Playlist"), along with any entry information required at that page, which may include your name and valid e-mail address ("Entry"). Videos must meet the Video Requirements set forth below. Only digital videos submitted to the IIN Contest Playlist within the Entry Period will be eligible for the Contest. Each person making a submission ("Entrant") must be the original author and exclusive owner of the Video being submitted. One entry per person; 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 or YouTube account. Any attempt to tamper with the entry or judging process or to obtain multiple entries is prohibited.
1. **Prize:** There will be ten (10) prizes, each consisting of free tuition for one enrollee to IIN's online Health Coach Training Program. Prize may be used for any Program session that begins during the calendar year 2019; prize may not be used for later Program sessions. Enrollee must have a high school diploma, GED, or equivalent. Approximate retail value: \$5,995 (five thousand, nine hundred, and ninety five) US dollars. 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 Program enrollment terms and conditions and compliance with Program requirements (for more information, visit [www.integrativenutrition.com](http://www.integrativenutrition.com)). 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 Health Coach Training Program does not guarantee completion of the Program; enrollee must comply with all Program requirements. Any federal, state and/or local taxes owed on prize value are the sole responsibility of the prize winner. If applicable, 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.
2. **Video Requirements:** All Videos must be in one of the following formats: .avi, .mov, mpeg, .mp4 or .wmv. Videos must be no more than one (1) minute in length and 50 megabytes in size. All Videos must be your original creation, suitable for publication and submitted in the English language.

Videos may not include any content (images, music, etc.) that constitutes copyright infringement or otherwise infringes or violates the privacy, publicity or other rights of any person. Entrant must have signed permission from all individuals (parents/legal guardian of minor children, if featured and if not your own) that appear in the Video to use their image and to grant the rights set forth herein. If requested by Sponsor, Entrant must be able to provide such permissions, and any other third-party consents or licenses required under these Official Rules, in a form acceptable to Sponsor.

Videos must not contain brand names or trademarks other than those of Sponsor. Any use or depiction of the trademarks of IIN must not alter those marks in any way, including but not limited to any applicable font, stylization, graphics, or colors. All Entries received that are duplicated, tampered with, incorrect, illegible, unidentifiable, distorted, blurred, incomplete, or from ineligible Entrants will be void and/or disqualified. Videos must not, in the sole and unfettered discretion of Sponsor, (i) contain nudity, obscene, defamatory, sexually explicit, or otherwise objectionable or inappropriate content, (ii) promote bigotry, racism, hatred, harm or discrimination against any group or individual, (iii) contain material that is unlawful, in violation of or contrary to any applicable laws, rules or regulations; (iv) be offensive, defamatory, demeaning to, or negatively portray Sponsor or any other party's reputation or goodwill; (v) promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); (vi) appear to duplicate any other submitted entries or contain any personal information of any person such as full names or contact information; (vii) depict or otherwise suggest improper use or unsafe practices of Sponsor's products or services. Without limiting any other available remedies, Sponsor reserves the right in its sole discretion to remove any such Videos from the IIN Contest Playlist, without notice to You, and to disqualify any such Videos from the Contest.

- 3. Entrant's Representations and Warranties:** By entering the Contest, you represent and warrant that your Video complies with the Official Rules and that:
- a. You own or have the necessary licenses, rights, consents, and permissions to reproduce, distribute and publicly perform any and all works of authorship or other content, including images or likenesses of any person, contained in your Video, and you have the right under all trademark, copyright or other proprietary rights laws to grant to Sponsor the licenses described in these Official Rules;
  - b. At the time of entry or any time thereafter, your Video does not contravene any contractual, legal or other obligation to any person or entity;

- c. At the time of entry or any time thereafter, your Video does not infringe the copyrights, trademarks, moral rights, rights of privacy/publicity or intellectual property rights of any person or entity, and no other party has any right, title, claim, or interest in the Video, except persons who have licensed, consented or otherwise granted permission to you to grant to Sponsor the licenses described in these Official Rules;
- d. Your Video does not contain any pornographic, obscene, racist, or defamatory materials or materials that would be deemed offensive to a person of reasonable sensibilities;
- e. Use of the Video by Sponsor, as contemplated by these Official Rules, will not infringe any copyrights, rights of publicity, rights of privacy, or any other rights of any person, living or dead;
- f. Your Video is not subject to any prior agreements that would limit the scope of the permission granted to Sponsor under these Official Rules;
- g. You have complied with all relevant laws, rules and regulations in the production of your Video and your Video complies with all such laws, rules and regulations;
- h. Your Video complies with the YouTube Community Guidelines; and
- i. Your Video has not been entered into any other contest or won any other award.

Sponsor reserves the right, in its sole and absolute discretion, not to post or to remove and disqualify any Video that it believes violates these Official Rules, the law, or the rights of any person or is otherwise inappropriate for a Contest of this nature. In addition, entries that do not comply with the YouTube Community Guidelines will be disqualified.

- 4. Winner Selection: Up to ten (10) Videos from among the eligible Videos received during the Entry Period will be selected to receive a Prize. If fewer than 10 eligible Entries are received during the Entry Period, Sponsor reserves the right to award fewer than 10 Prizes. Videos will be evaluated based on the following criteria:
  - a. The level of inspiration and enthusiasm for the IIN community (40%)
  - b. What You hope to gain from an IIN education (20%)
  - c. The level of creativity, humor, and originality (20%)
  - d. Ability to invoke a sense of urgency and/or commitment (10%)
  - e. Overall quality and clarity of presentation (10%)

Decisions of Sponsor shall be final and binding in all respects.

5. **Notification of Winners:** The Entrants who submitted the winning Videos (“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, 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.
6. **Entrant’s Grant of License:** By entering a Video in the Contest, each Entrant, in consideration for the opportunity to participate in the Contest, grants an irrevocable, perpetual, royalty-free, worldwide, non-exclusive, sub-licensable and transferable license to Sponsor, its parent, subsidiaries, affiliates, successors, and assigns (“Authorized Parties”) to reproduce, store, distribute, publicly display and create derivative works of the Video, with or without attribution or prior notice, in any media now or hereafter known, in connection with the Contest and in connection with the marketing, advertising and promotion of the business or services of such Authorized Party, including, but not limited to, display, reproduction, publication and distribution of the Video or a derivative or portion thereof, worldwide, including but not limited to on Sponsor’s website, in social media and in printed publications. Each Entrant consents to each Authorized Party doing or omitting to do any act that would otherwise infringe the Entrant’s “moral rights” in the Video. Display or publication of any Video on an Authorized Party’s website does not indicate that the Entrant will be selected as a winner. Neither Sponsor nor any other party will be required to pay any consideration or seek any additional approval in connection with the exercise of the foregoing license. Other than the rights granted to the Authorized Parties, as set out in this paragraph, all other rights with respect to each Video are reserved to Entrant.
7. **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 YouTube account or identity will disqualify an Entry. For purposes of awarding the Prize, Sponsor is entitled to rely on information received through the YouTube account that submitted the winning Entry. In the event of a dispute as to the identity of an Entrant, the authorized holder of the YouTube account associated with the winning Video will be deemed to be the Entrant. Each potential Winner may be required to show proof of being an authorized account holder. 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. IIN's failure to enforce any term of these Rules shall not constitute a waiver of that or any other provision.

- 8. 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, Video and excerpts, 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.
- 9. 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 IIN 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 <http://iin.integrativenutrition.com/emailsubscription.html>.
- 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 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.

**11. Internet Disclaimer:** IIN is not responsible for any malfunction of any website associated with the Contest or any late, lost, damaged, misdirected, incomplete, illegible, undeliverable, or destroyed enrollments 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.

**12. Limitations of Liability and Release:** By entering the Contest or accepting a Prize, each Entrant agrees to release, discharge, indemnify and hold harmless Sponsor, YouTube and their 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.

**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 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. 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: (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.

**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, 7th Floor, 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.

**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. Contest Results:** For a list of Winners, send a self-addressed, stamped envelope to Winners List – Empower You Scholarship Contest, c/o



Integrative Nutrition Inc., 245 Fifth Avenue, 7th Floor, New York, NY 10016, within six months of the Contest.

- 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 Contest or Official Rules.
- 17. Sponsor:** Integrative Nutrition Inc., 245 Fifth Avenue, 7th Floor, New York, NY 10016. This Contest is not sponsored by YouTube.