

# January 2021 Launch Your Dream Book Contest

## (the “Contest”)

### **By entering into this Contest, you are agreeing to the following Official Rules**

**Overview:** Launch a Book, LLC (“Sponsor”) wants to encourage its course enrollees to achieve their goal of writing their dream book. Enrollees in the Launch Your Dream Book Course (the “Course”) who reside in eligible geographic locations described in the eligibility terms of this document, and who complete and self-publish their book during the Entry Period are eligible to enter the Contest. Sponsor will select from the eligible entries up to three (3) books and award the authors who submitted them as provided for herein (each, an “Entrant”) with tuition reimbursement, one social media mention, and a book endorsement from Integrative Nutrition (the “Prize”). Winners who received the Course as a promotion will not receive tuition reimbursement, but remain eligible for the book endorsement.

**Entry Period:** Books must be submitted between the Course start date of January 4, 2021 and June 21, 2021 at 11:59 p.m. Eastern Time. Book submissions received outside of the Entry Period will not be eligible.

To enter, you must register for the Course prior to the Course start date, be in good standing in the Course, and complete and self-publish your book and submit your Contest entry within the Entry Period.

**Contest Entry:** During the Entry Period, complete the Entry Form, and upload all required files (“Book”). (The Entry Form and Book are collectively referred to as the “Entry”.) Books must be written in the English language, bound with front and back cover, typed, have numbered pages, and be self-published. Sponsor is the official timekeeper for the Contest. Entries received after the Entry Period will not be considered. Sponsor is not responsible for late, lost, inaccurate, incomplete, damaged, corrupted, illegible or misdirected Entries.

All Books must be the original, sole creation of the Entrant and may not have been previously published, in whole or in part, or included in any other contest. Books must not: (a) violate any third party’s intellectual property or privacy rights or plagiarize the work of any person, (b) be defamatory or disparaging of any person, company, or institution (c) promote illegal activity, or (d) contain matter that could be considered offensive to persons of reasonable sensibilities. Sponsor reserves the right to disqualify any Book at any time that Sponsor, in its sole discretion, determines to violate these requirements. By submitting an Entry, each Entrant represents and warrants that the Book and all content contained therein is his or her sole and original creation, or for any limited portions that include third party material, such as photographs, he or she has obtained all necessary rights, permissions and licenses to include it; that he or she has obtained all necessary permissions and consents from any person referenced therein; and that he or she has all necessary right and authority to grant the licenses to publish, reproduce, copy and otherwise use the Book as granted herein. Entrant will provide any such licenses, permissions and consents to Sponsor on request. Each Entrant further represents and warrants that the Book does not infringe the copyrights, trademarks, rights of privacy or publicity or other rights of any person, does not defame any person, company, or institution, and that all information provided to Sponsor in connection with the Contest and any Prize, including biographical information that may be provided to Sponsor or any Book content presented as factual, is truthful and accurate.

One entry per person; one prize per person. The use of any means to automate or interfere with the entry process 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.

**Eligibility:** Entrants must be at least eighteen (18) years of age and have reached the age of majority in their jurisdiction of residence 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 and 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. The Contest is subject to all applicable federal, state and local laws and regulations, including tax laws. Winning the Prize is contingent upon fulfilling all requirements set forth herein. Void where prohibited by law.

**Prize:** The Prize includes tuition reimbursement for the Course, which will depend on the amount of tuition paid by each of the prize winners, and will range from \$995 to \$1,125 USD depending on whether the prize winner paid for the Course in full or under a payment plan. Tuition reimbursement will not exceed the actual tuition paid by Entrant. Entrants who received the Course as a promotion are not eligible for tuition reimbursement. In addition to Tuition Reimbursement, the prize will include one dedicated social media mention from the @iinalumni Instagram account, and an endorsement of the Book from Integrative Nutrition to appear on the back cover or other suitable location within the Book ("Book Endorsement") (Tuition Reimbursement and Book Endorsement are collectively referred to as the "Prize"). Format, content and placement of the Book Endorsement shall be at Sponsor's sole discretion.

The Book Endorsement is further subject to Prize winner agreeing to additional terms and conditions, including, but not limited to, the Book containing: (i) a legal disclaimer written by or approved in writing by Sponsor; (ii) promotional information written by Sponsor about its affiliate, the Institute for Integrative Nutrition; (iii) guidelines for acceptable placement, usage and communication of the Book Endorsement; (iv) agreement by Winner not to disparage Sponsor, its officers, directors, employees, affiliates, goods or services or to engage in conduct that would reflect poorly on Sponsor's brand, reputation and goodwill; and (v) agreement by Winner to defend, indemnify and hold harmless Sponsor, its officers, directors, employees, affiliates, and agents from any and all claims, damages, liability, costs, and expenses, arising out of or in any way connected with the Book.

Prize is non-transferable and no substitution will be made except at Sponsor's sole discretion. Sponsor reserves the right to substitute a Prize of equal or greater value in its sole discretion. 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 Launch Your Dream Book Course or winning the Prize does not guarantee publication of your book.

All federal, state and/or local taxes, fees, and surcharges associated with Prize are the sole responsibility of the Winners. 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 the Winner as required by law.

**Winner Selection and Notification:** Up to three (3) Books from among the eligible Entries received during the Entry Period will be selected as winners (each a “Winning Entry”); if fewer than 3 eligible Entries are received during the Entry Period, Sponsor reserves the right to award fewer than 3 Prizes. Books will be evaluated based on the following criteria: originality, appeal and development of subject matter; technical writing skill and presentation; literary and artistic creativity; marketing and advertising efforts and results; and overall style and quality of writing. In evaluating the foregoing, Sponsor will consider, among other things, the following:

#### Cover & Design

- Is the cover professional & well designed? Does it pull the reader in?
- Is it clear what the book is about and what it will offer?
- Is the title catchy? Does it hint at what the book is about?

#### Publicity & Reviews

- Has the book been featured locally or in the media?
- Does the author have an online presence?
- Does the book fit the author’s brand?
- Does the book have reviews on Amazon?

#### Table of Contents & Structure

- Is the table of contents well organized?
- Are chapters laid out and titled in a way that makes the reader want to dive in?
- Is the book structured in a way that is intuitive and makes sense?

#### Content & Layout

- Does the author write in a manner that is focused and comprehensible?
- Are there apparent typos, grammar errors, or other mistakes?
- Is the tone consistent throughout?

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

The authors of the winning Books (“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, additional terms and conditions regarding the Book Endorsement, 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.

**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, or to revoke any Prize awarded (including any Book Endorsement) to an 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 account or identity will disqualify an Entry. For purposes of awarding the Prize, Sponsor is entitled to rely on information received through the email account that submitted the winning Entry. In the event of a dispute as to the identity of an Entrant, the authorized account holder of the email address associated with the Winning Entry will be deemed to be the Entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential Winner may be required to show proof of being an authorized account holder.

**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, likeness, photograph, voice, opinions, statements, biographical information, Book title, cover art, 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.

**Copyright License:** By entering, you grant to Sponsor and its agents a perpetual, non-exclusive, worldwide, royalty-free license to store and publicly display the Book, its title, and/or portions thereof, and to create derivative works of the Book for the purposes of administering and fulfilling the Contest and any Prize that you may receive, including but not limited to the right to display and promote the Book and its title, and to publish and use excerpts or abstracts from the Book of up to one thousand (1000) words, in any and all media for any purpose, without further permission, review, notice, approval or compensation.

**Release:** 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 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.

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

**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 Contest 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, Launch a Book, LLC, 245 5th 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 Course enrollment process or such other address Entrant has provided in writing to Sponsor.

**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.

**Contest Results:** For a list of Winners, email [support@launchyourdreambook.com](mailto:support@launchyourdreambook.com), within six (6) months of the Contest.

**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.

**Privacy:** Information collected from Entrants via the Sponsor's website is subject to Sponsor's Privacy Policy (<http://www.launchyourdreambook.com/terms-of-use-and-privacy-policy>).

**Sponsor:** Launch a Book, LLC, 245 5th Avenue, 7th Floor, New York, NY, 10016.