

IIN's Health Coach Day 2020 Scholarship

1. Overview: IIN will be offering one (1) Health Coach Day 2020 ("Scholarship") to receive free tuition to the 2020 IIN online Health Coach Training Program. By applying for this scholarship, you agree to comply with and be bound by these Terms and Conditions (the "Terms").

2. Eligibility: To be eligible for the Scholarship, 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. The Scholarship winner will be required to accept IIN's agreements, including an Enrollment Agreement and Student Agreement.

3. Entry Period: June 16, 2020 at 12:00 a.m. Eastern Time ("ET") through July 16, 2020 at 11:59 p.m. ET ("Entry Period"). Late submissions will not be considered.

4. How to Apply: To apply, in a 500-word essay ("Essay") (2 pages double spaced) or 3 to 5 minute video describe how you or someone you would like to nominate emulates the three pillars: (1) Community – A leader in their community who is source of positive change, self-development, and growth; (2) Education – Embraces learning and new ways to do things. Passionate in the education of holistic health and wellness; and (3) Service – Supports, leads, or works with organizations to make the world a healthier, happier place. Provide two letters of recommendation from someone in leadership within your community (e.g. Teacher, Service program leader, or professional boss). Submit application via email to: scholarships@integrativenutrition.com and please specify ("Health Coach Day 2020 Scholarship") in the subject line. Videos must meet the Video Requirements set forth below. Each person making a submission ("Applicant") must be the original author and exclusive owner of the written essay or video being submitted. Multiple Applicants may not enter using the same email address. Applications nominating anyone entitled to protections under GDPR will not be accepted.

5. Scholarship: One winner will receive one Scholarship for free tuition to IIN's online Health Coach Training Program ("HCTP"). The winner must enroll in an HCTP class with a start date during Fall 2020 and winter 2021. The Scholarship may not be used for later HCTP classes. The Scholarship is nontransferable, and no substitution, exchange or cash redemption of the Scholarship will be permitted. The Scholarship is subject to acceptance of IIN's standard agreements, including the Enrollment Agreement and Student Agreement, and all other HCTP requirements, including but not limited to, the graduation requirements. Any federal, state and/or local taxes owed on the Scholarship are the sole responsibility of the Scholarship winner.

6. Video Requirements: All Videos must be in one of the following formats: .avi, .mov, mpeg, .mp4 or .wmv. Videos must be no more than five (5) 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. Applicant 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, Applicant 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 Applicants 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 Health Coach Day Scholarship applications, without notice to You, and to disqualify any such Videos from the application.

7. Applicant's Representations and Warranties: By applying for the Scholarship, you represent and warrant that you have complied with the Terms 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 IIN the licenses described in these Terms; 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 IIN 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 IIN, as contemplated by these Terms, 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 IIN under these Terms; 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. IIN reserves the right, in its sole and absolute discretion, not to post or to remove and disqualify any Video that it believes violates these Terms, the law, or the rights of any person or is otherwise inappropriate for a Scholarship of this nature. In addition, applicants that do not comply with the YouTube Community Guidelines will be disqualified.

8. Winner Selection: One Applicant will be selected to receive the Scholarship based on the following criteria:

- a) The level of inspiration and enthusiasm for the IIN community
- b) What You hope to gain from an IIN education
- c) The level of creativity, humor, and originality
- d) Ability to invoke a sense of urgency and/or commitment
- e) Overall quality and clarity of presentation

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

9. Notification of Winner: The Scholarship winner ("Winner") will be notified via email at the email address provided with their application within approximately thirty (30) days from the end of the Entry Period. If the notification delivery is returned as undeliverable, or a potential winner fails to return any required documents within the specified time, the Scholarship will be forfeited and IIN may select another winner from the remaining eligible applications. IIN is not responsible for undeliverable Scholarship notifications due to change in Winner's email address or any other reason. If a potential Winner is disqualified for any reason, IIN may award the Scholarship to an alternate Winner from among all remaining eligible Applicants.

10. Entrant's Grant of License: By submitting an Essay or Video, each Applicant, in consideration for the opportunity to win the Scholarship, grants an irrevocable, perpetual, royalty-free, worldwide, non-exclusive, sub- licensable and transferable license to IIN, its parent, subsidiaries, affiliates, successors, and assigns ("Authorized Parties") to reproduce, store, distribute, publicly display and create derivative works of the Essay or Video, with or without attribution or prior notice, in any media now or hereafter known, in connection with the Scholarship 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 Essay or Video or a derivative or portion thereof, worldwide, including but not limited to on IIN's website, in social media and in printed publications. Each Applicant consents to each Authorized Party doing or omitting to do any act that would otherwise infringe the Applicant's "moral rights" in the Essay or Video. Display or publication of any Essay or Video on an Authorized Party's website does not indicate that the Applicant will be

selected as a winner. Neither IIN 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 Essay and Video are reserved to Applicant.

11. General: IIN reserves the right to cancel, suspend and/or modify the Scholarship, or any part thereof, or to modify these Terms, for any reason at any time, including if any fraud, technical failures or any other factor beyond IIN's reasonable control threatens to impair the administration, integrity, legality, fairness or proper functioning of the Scholarship, as determined by IIN in its sole discretion. IIN reserves the right in its sole discretion to disqualify any Applicant who is suspected or found to be tampering with the entry process or the operation of the Scholarship or to be acting in violation of these Terms or any law. Applicant agrees to defend and indemnify IIN for any claims, losses, or damages of any kind that may be caused by Applicant's violation of these Terms. Incorrect, illegible, corrupt, and incomplete applications are void. Use of a false email or account or identity will disqualify an Applicant. For purposes of awarding the Scholarship, IIN is entitled to rely on information received through the YouTube account that submitted the winning Application. In the event of a dispute as to the identity of an Applicant, the authorized holder of the YouTube account associated with the winning Video will be deemed to be the Applicant. Each potential Winner may be required to show proof of being an authorized account holder. By participating, each Applicant agrees to comply with, and be bound by, these Terms and the decisions of IIN (including but not limited to eligibility and winner determinations) and waives any right to claim ambiguity in the Application or Terms. IIN's failure to enforce any of these Terms shall not constitute a waiver of that or any other Provision.

12. Publicity: Except where prohibited by law, applying for this Scholarship constitutes each Applicant's consent to IIN's and its agents' use of Applicants name, image, likeness, photograph, voice, opinions, statements, biographical information, Video and excerpts, and/or Applicant'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 this Scholarship.

13. Privacy: Applicants agree and acknowledge that personal data submitted with an entry, including, but not limited to, 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 Scholarship and for marketing purposes. By applying for the Scholarship, you acknowledge and agree to IIN's Privacy Policy available at: [<https://www.integrativenutrition.com/lp/privacypolicy>.]

14. General Disclaimer: IIN is not responsible for: (1) any incorrect or inaccurate information, whether caused by Applicant, IIN, or any printing or typographical errors or equipment or programming associated with or utilized in the Application; (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 Application or the processing of enrollments or Applications; (5) late, lost or undeliverable messages or Applications; or (6) any injury or damage to persons or property caused, directly or indirectly, in whole or in part, from the Application or any Application-related activity, or the receipt, use or misuse of any Scholarship.

15. Internet Disclaimer: IIN is not responsible for any malfunction of any website associated with the Application 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 Scholarship, including any other technological malfunction which may limit Applicants ability to enter or participate in the Application process.

16. Limitations of Liability and Release: By submitting the Application or accepting a Scholarship, each Applicant 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 Applicant's participation in the Application process 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 Applicant's acceptance, possession, use or misuse of the Scholarship. Under no circumstances will any Applicant be permitted to obtain awards for, and Applicant 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 Application is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Applicant's sole remedy is another Applications, if available.

17. 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 applying for the Scholarship, you agree that in the event a dispute arises between you and IIN, either arising from these Terms or otherwise pertaining to the relationship between you and IIN, 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 YOU NOR IIN MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION WITH OR AGAINST OTHERS, OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS.

You further agree 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 you be permitted to obtain awards for, and you hereby waive 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 applying for the Scholarship, not to exceed fifty dollars (\$50). You expressly waive 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 Terms, or the rights and obligations of you and IIN in connection with the Scholarship, 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 you need to initiate an arbitration claim, you must serve notice to IIN 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 IIN needs to initiate an arbitration claim, IIN shall notify you at the address provided in the Application or such other address you have provided in writing to Sponsor.

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

19. General: By applying for the Scholarship, you agree to comply with, and be bound by, these Terms and the decisions of IIN (including but not limited to eligibility and winner determinations) and waive any right to claim ambiguity in the Terms.