

## **Contest Rules**

PURCHASE IS NECESSARY TO ENTER OR WIN.

**1. Eligibility**

60 Days Without Compromise (the "Contest") is open to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of NutraBio Labs, Inc., Contractors, and other companies associated with the promotion of the Contest, and their respective parents, subsidiaries, affiliates and advertising and promotion agencies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. NutraBio Affiliates, Team NB members, demo reps, and agents of NutraBio Labs Inc. are ineligible. The Contest is subject to federal, state, and local laws and regulations.

**2. Sponsor**

The Contest is sponsored by NutraBio Labs, Inc., located at 564 Lincoln Boulevard, Middlesex, New Jersey 08846.

**3. Agreement to Official Rules**

Participation in the Contest constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

**4. Contest Period**

The Contest begins on June 22, 2018 at 9am Eastern Standard and ends on August 24, 2018 at 5:30pm Eastern Standard (the "Contest Period"). Entries that are submitted before or after the Contest Period will be disqualified

**5. How to Enter**

**Online:** Participants must enter by visiting [NutraBio.com/bornandbred](http://NutraBio.com/bornandbred) and following the directions provided. Submissions will be accepted for the duration of the Contest using any of the following methods: Posts on Instagram and Facebook using the hashtag #BornandBred.

Participants may enter one or more of the four categories of the contest, but can only win one category.

**6. Prize Drawing**

On or around August 27, 2018, the Sponsor will select winners from among all eligible entries received. Determination of the winners will be at the sole discretion of the Sponsor. The Sponsor will attempt to notify the potential winner through social media on or about August 27, 2018. If the potential winner cannot be contacted within five (5) days after the date of the first attempt to contact him/her, the Sponsor may select an alternate potential winner in his/her place from the remaining non-winning, eligible entries.

**7. Winner Notification**

The potential winners will be notified by Instagram or Facebook Direct Message. Each potential Grand and First Prize winner will be required to complete, electronically sign and submit a Declaration of Compliance within five (5) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner cannot be contacted, or fails to submit the Declaration of Compliance within the required time period (if applicable), or prize is returned as undeliverable, potential winner forfeits prize. Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner from among all remaining eligible entries. Only three (3) alternate choices will be made, after which the prize will remain un-awarded. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Contest.

## **8. Prizes**

NutraBio will choose one winner from each of the following categories (explanation of each category will be listed at [www.nutrabio.com/bornandbred](http://www.nutrabio.com/bornandbred) and is subject to change.):

- Best Fat Loss Transformation
- Best Personal Record
- Best Physique
- Best story

The First Prize winner of each of the four categories will be awarded a year's supply of one NutraBio product of the winner's choosing. A year's supply for the purpose of this contest is defined as 12 bottles of any NutraBio product with a maximum retail value of \$500.00. Sponsor reserves the right to transfer, substitute prizes or provide cash equivalent for any prizes. Sponsor may substitute prizes of equal or greater value.

Grand Prize (1)- \$5,000 cash prize and air fare and accommodations to Olympia Expo, (6/13/18 through 6/14/18).

All First Prize and Grand Prize winners will at the sole determination of the Sponsor participate in a one day photo and/or video shoot, which will be used in NutraBio advertising. All expenses for photo/video shoot will be paid by the Sponsor.

The prizes do not include taxes, insurance, personal expenses, gratuities, incidental charges or any other items not specifically described in these Rules and all expenses for any of the foregoing are the sole responsibility of the Selected Winners. All Selected Winners are responsible for reporting and paying all federal, state and local taxes. As a condition to receiving prizes, all winners must sign any documentation requested by Sponsor, including, without limitation an Affidavit of Eligibility / Release of Liability / Prize Acceptance Form, Photoshoot release form. If any document is returned to Sponsor as undeliverable or if Sponsor does not receive a response from any Selected Entrant within seven (7) business days of attempted notification, or the Selected Entrant declines the prize or fails to meet Sponsor requirements, such Selected Entrant may be disqualified and the prize will either be

forfeited or awarded to an alternate Entrant.

## **9. General Conditions**

In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Contest is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Contest and, in the event of termination, award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the website or undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

General: By entering, Entrant agrees: to release Sponsor and its agents from all liability, loss or damage arising out of or relating to the Contest, including with respect to the Contest, interpretation of these Rules, decisions by the judges, their acceptance and use/misuse of the prize; (b) to be bound by these Rules; and (c) that Sponsor, its affiliates and licensees may use Entrant's names, likeness, the Images, personal information, and statements made by Entrant to Sponsor, and information on the entry form for advertising and promotional purposes in all media worldwide without additional compensation. Entrant irrevocably grants to Sponsor the right to edit, modify and/or publish and copyright the Images. Sponsor does not make any warranty, representation or guarantee, express or implied, in fact or in law, relative to the use of any prize, including, without limitation, quality, merchantability and fitness for a particular purpose.

Personal Information: Any personal information that the Entrant submits in connection with the Contest will be collected and used by the Sponsor and its authorized agents to administer the Contest and to award prizes. Entrants' personal information may also be used to send additional information about Sponsor, affiliates and licensees, and each of their respective products and programs via electronic and ordinary mail. Except as set forth herein, an Entrant's personal information will not be used for any other purpose and will not be shared with anyone else unless required by law.

Disclaimer and Release of Liability: Sponsor is not responsible for any incorrect or inaccurate entry information, human error, technical malfunction, failures, omission, interruption, deletion, or defect of any telephone network, computer

online systems, computer equipment, servers, access providers, or software, including any injury or damage to Entrant's or any other persons', computer relating to or resulting from participation in this Contest; inability to access the entry website or any pages thereof; theft, tampering, destruction, or unauthorized access to, or alteration of entries; entry submissions that are processed late or incorrectly or are incomplete, garbled, or lost due to computer or electronic malfunction or traffic congestion on the Internet or any website. Proof of entering information at website is not considered proof of delivery or receipt. All dates set forth in these Rules are approximate.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, SPONSOR SHALL NOT BE LIABLE TO ENTRANT OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS), EVEN IF SPONSOR HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. Sponsor reserves the right to terminate, suspend, withdraw or amend the Contest for any reason.

#### **10. Release and Limitations of Liability**

By participating in the Contest, entrants agree to release and hold harmless the Sponsor, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Contest, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the Released Parties) from and against any claim or cause of action arising out of participation in the Contest or receipt or use of the prize (including any travel or activity related thereto), including, but not limited to: (a) any technical errors associated with the Contest, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Contest; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) application downloads, (e) any other errors or problems in connection with the Contest, including, without limitation, errors that may occur in the administration of the Contest, the announcement of the winner, the cancellation or postponement of the event and/or the flyover, if applicable, the incorrect downloading of the application, the processing of entries application downloads or in any Contest-related materials; or (f) injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from entrants participation in the Contest or acceptance, receipt or misuse of the prize (including any travel or activity related thereto). Entrant further agrees that in any cause of action, the Released Parties liability will be limited to the cost of entering and participating in the Contest, and in no event shall the entrant be entitled to receive attorney's fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Entrant waives the right to claim any

damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

#### **11. Disputes**

Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in New Jersey. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of New Jersey, 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 New Jersey.

#### **12. Privacy**

Information collected from entrants is subject to sponsor's privacy policy, as posted on [www.NutraBio.com](http://www.NutraBio.com).

#### **13. Model Release**

All participants in contest agree to allow Sponsor to use any and all images, videos, copy, etc., submitted by the contestant for this contest and agree to the following Model Release:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, I, the undersigned:

1) Agree to be photographed, videotaped, and/or recorded by NutraBio Labs Inc. (COMPANY) and its agents.

2) I hereby irrevocably authorize the Company and its affiliates to copyright, edit, alter, copy, distribute, reproduce, publish, exhibit, transmit or otherwise use and permit others to use my name, image, likeness and voice and all photographs, writings, digital images, recordings, statements or quotations of or by myself (the "Materials"), in any lawful manner, form or format, including but not limited to, the internet, motion picture, television, marketing materials, advertising or promotion of the Company and/or its products without further consent or payment to me.

3) I understand and agree that the Materials will become the property of the Company and will not be returned. I further understand and agree that there is no time limit on the validity of this release nor is there any geographic limitation on where these materials may be distributed. I further understand that the Company has no obligation to actually use the Materials.

4) I waive the right to inspect or approve the Materials, including any written or electronic copy, wherein my image and likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the Materials.

5) I hereby hold harmless and release and forever discharge the Company, its agents, employees, licensees, successors and assigns, from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, successors, assigns, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization, including without limitations, claims arising by reason of defamation, invasion of privacy, right of publicity, copyright infringement from or related to the use of the Materials.

6) I certify that I am over the age of twenty-one (21) and am competent to contract in my own name. I have read this release before signing below and I fully understand the contents, meaning, and impact of this release.