## Prestige Labs Summer Slimdown 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. Contest begins at 12:01 AM EST on May 1st, 2019 and ends at 11:59 PM EST on June 15, 2019 (the "Contest Period"). Void outside the fifty (50) United States, the District of Columbia, and Canada and where prohibited by law. Sponsor's computer is the official time keeping device for this Contest. THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, FACEBOOK, INC. OR INSTAGRAM, INC.

- **1. SPONSOR**: This Contest is sponsored by GLS Labs, LLC d/b/a Prestige Labs, with an address at 3610-2 N. Josey Lane #223, Carrollton, TX 75007 ("**Sponsor**").
- 2. ELIGIBILITY: The Prestige Labs Summer Slimdown Contest (the "Contest") is open only to legal U.S. residents residing in the fifty (50) United States and the District of Columbia, and legal residents of Canada (excluding Quebec) who are at least eighteen (18) years of age or the age of majority in their respective states/jurisdictions/provinces/territories of permanent residence at time of entry, whichever is older, who use Prestige Labs supplements as of the start date of the Contest. Employees, officers, and directors of Sponsor or its parents or subsidiaries, (collectively, the "Contest Entities") are not eligible to enter or win. Sponsor reserves the right to verify the eligibility of winners. Participation constitutes entrant's full and unconditional agreement to these Official Rules and to Sponsor's decisions, which are final and binding in all matters related to the Contest.
- **3. TO ENTER**: During the Contest Period, eligible persons can select either of the entry methods below, but may only submit one (1) entry, regardless of method used.
  - a. Facebook Entry: Using the Facebook mobile app or by visiting <u>www.facebook.com</u>, navigate the Sponsor's Facebook page (available to at https://www.facebook.com/prestigelabs/) and create a post with the photographs and written description of entrant's experience using Prestige Labs supplements, in accordance with the "Submission Guidelines" below (such post, a "Submission"). Entrant's Submission must also tag the Prestige Labs Facebook page and include the hashtag #PLSSContest2019. If entrant does not have a Facebook account, entrant can get one for free at www.facebook.com. Upon posting the Submission, entrant automatically will be entered with one (1) entry into the Contest. Limit one (1) entry per person. Entries must be submitted by the participant. For the purposes of these Official Rules,

the entrant is the person whose Facebook account is associated with the Submission and it is this person to whom the Prize (as defined below) is to be awarded if such entrant is selected and declared a winner of the Contest in accordance with these Official Rules.

www.instagram.com, post to entrant's personal account the photographs and written description of entrant's experience using Prestige Labs supplements, in accordance with the "Submission Guidelines" below (such post, a "Submission"). Entrant's Submission must also tag the Prestige Labs Instagram account (@prestigelabs) and include the hashtag #PLSSContest2019. Entrant must be a member of Instagram and his or her account must be set to the "public" setting in order to participate; joining Instagram is free. Upon posting the Submission, entrant automatically will be entered with one (1) entry into the Contest. Limit one (1) entry per person. Entries must be submitted by the participant. For the purposes of these Official Rules, the entrant is the person whose Instagram account is associated with the Submission and it is this person to whom the Prize (as defined below) is to be awarded if such entrant is selected and declared a winner of the Contest in accordance with these Official Rules.

Please note: By entering in this Contest, entrant signifies and agrees that his or her Submission and any other materials submitted in connection with this Contest may be posted on Sponsor's website and/or other social media sites or applications associated with the Contest in a manner that is consistent with these Official Rules. Upon submission of entry in this Contest, entrant agrees that Sponsor may contact entrant via social media, including on Facebook or Instagram, by sending entrant a direct message, tagging entrant, posting to entrant's social media page or naming entrant on Sponsor's social media page. Limit one (1) entry per person/email address/social media account. Entrant must provide all required information to be eligible to enter and win. All potential winners are subject to verification before any prize will be awarded.

## **Submission Guidelines:**

**a. Photographs**: each entrant's Submission must include three (3) photographs: (i) one (1) photo of entrant before he or she began using Prestige Labs supplements; (ii) one (1) photo of entrant after he or she began using Prestige Labs supplements; and (iii) one (1) photo displaying the Prestige Labs supplements he or she uses. Entrants may edit the photographs together into a single image file, if so desired. Photographs MUST be fair and accurate depictions of any physical improvements achieved while using Prestige Labs supplements.

**b.** Written description of Prestige Labs experience: each entrant's Submission must also include the entrant's gender and a written description of his or her experience using Prestige Labs supplements, including how Prestige Labs products have helped the entrant in his or her health and fitness journey and how they have impacted the entrant's life. The written description MUST be truthful, accurate, and honest to the entrant's experience.

## **ALL Submissions**:

- **a.** MUST be the entrant's original idea (modification of an original work is not an original idea). Submissions MUST NOT copy or otherwise plagiarize from any source.
- **b.** MUST NOT contain material that violates or infringes another's rights, including but not limited to material that violates privacy, publicity, or intellectual property rights, or that constitutes copyright infringement. Without limiting the foregoing, Submissions must not include third-party trademarks, logos, insignia, location signage, photographs, artwork, or sculptures, except those of Sponsor.
- **c.** MUST NOT include mention or performance of any copyrighted media production including but not limited to books, articles, photographs, artwork, music, or other artistic works of any kind, or identifying descriptions of any media property. For clarity and without limiting the foregoing, Submissions must not include video footage, music, or sound recordings that are owned by any third party.
- **d.** MUST NOT include third parties, including but not limited to minors, celebrities and friends, who have not expressly authorized entrant to display their image or likeness in any submitted application or otherwise use such images or likenesses in accordance with these Official Rules. Entrant must be prepared to provide signed third party authorizations upon request.
- e. MUST NOT contain material which is (or promote activities which are) in Sponsor's sole discretion, hateful, slanderous, libelous, tortious, sexually explicit, obscene, pornographic, inappropriate, violent, self-mutilating (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), discriminatory (based on race, sex, religion, natural origin, physical disability, sexual orientation or age), illegal (e.g., underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane, or harassing; or contain material that is threatening to any person, place, business, group or world peace; or contain words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation or socioeconomic group. **SUBMISSIONS**

MUST NOT CONTAIN IMAGES, WORDS OR TEXT PORTRAYING NUDITY, ACTS OF VIOLENCE, OR ACTS THAT ARE OR APPEAR TO BE UNLAWFUL OR DANGEROUS OR IN VIOLATION OF, OR CONTRARY TO THE LAWS OR REGULATIONS IN ANY STATE, PROVINCE OR COUNTRY WHERE THE ENTRY IS CREATED.

f. Submissions must further be in keeping with the spirit and theme of the Contest, as well as Sponsor's brand and public image, and Sponsor reserves the sole and unfettered right to disqualify any entry that it believes is not in keeping with said brand or image.

By entering, each entrant warrants and represents that his or her entry is original, has not been previously published or won any award, does not contain any material that would defame or otherwise violate or infringe upon the rights of any third party, including patents, copyrights, trademarks or rights of privacy or publicity, and will not violate any federal, state or local laws or ordinances. Entrants further warrant and represent that they have secured the requisite consent from any third party referenced in their entries. Sponsor reserves the right in its sole and unfettered discretion to disqualify any entry that it believes contains obscene, offensive or inappropriate content, that does not comply with these Official Rules or that is not consistent with the spirit or theme of the Contest.

By participating in this Contest, entrant acknowledges and agrees that he or she will clearly and conspicuously disclose that he or she is participating in this Contest in any online social sharing interaction that references the Contest or is used to obtain entries in connection with this Contest. At a minimum, the hashtag "#PLSSContest2019", "#ContestEntry" or "#promoted" or some other hashtag or disclosure that identifies the post as associated with the Contest entry should be included in all social media communications sent pursuant to the Contest. Sponsor reserves the right in its sole discretion to disqualify any entrant who does not adequately disclose his or her participation in this Contest while engaging in any online social sharing interaction during the Contest Period.

Any attempt by any entrant to obtain more than the permitted number of entries by using multiple and/or different identities, forms, registrations, addresses or any other method will void all of that entrant's entries and that entrant may be disqualified at Sponsor's discretion. Multiple entrants are not permitted to share the same email address. Normal Internet, phone and usage charges imposed by your online or phone service may apply. Incomplete, illegible, corrupted, or untimely entries are void and will be disqualified. Sponsor and its agencies are not responsible for lost, late, incomplete, damaged, stolen, misdirected, or illegible entries; lost, interrupted, or unavailable network, server, or other connections; or miscommunications, computer or software

malfunctions, telephone transmission problems, technical failures, garbled transmissions, damage to a user's computer equipment (software or hardware), or other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. In the event of a dispute as to the identity of an entrant, the authorized account holder of the email address used to enter will be deemed to be the entrant or participant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider, Internet service provider, or other organization (which may include an employer) responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder. Entries specifying an invalid, non-working, or inactive email address will be disqualified and ineligible to win.

Each entrant acknowledges and agrees that all intellectual property, including but not limited to the trademarks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and other works of authorship used, reproduced or disseminated in connection with the Contest are owned or used under license by Sponsor. All rights are reserved. Unauthorized copying or use of any copyrighted material or other intellectual property by an entrant without the express written consent of Sponsor is strictly prohibited.

**SELECTION OF WINNERS**: After the close of the Contest Period, all Submissions will be reviewed by a panel of three (3) judges from Prestige Labs with experience in physical fitness, who will score each Submission based on the following criteria: transparency regarding entrant's experience with Prestige Labs supplements (30%); visual transformation (30%); faithfulness to assigned topic (25%); and creativity (15%).

The four (4) male entrants and four (4) female entrants with the highest total scores will be selected as the potential winners. The potential winners will be announced via direct message on Facebook or Instagram (depending on entrant's method of entry) on or before July 1st, 2019. Winning a prize is contingent upon fulfilling all requirements set forth herein. If a potential winner does not respond within 72 hours after the first attempt to notify him or her that he or she has been selected to receive a prize, that potential winner will be deemed to have forfeited the prize, and the finalist with the next highest total score will be selected as an alternate potential winner in his or her place. In the event of a tied score, the entrant with the higher "transparency" Submission sub-score will be deemed the potential winner. If the "transparency" sub-scores are also tied, the entrant with the higher "visual transformation" Submission sub-score will be deemed the potential winner. Any alternate potential winner will also have 72 hours to claim the prize, and must satisfy all eligibility requirements.

Except where legally prohibited, each potential winner will be required to complete and return within seventy-two (72) hours, a Declaration of Eligibility, Liability & Publicity Release in order to claim his or her prize. If after the first attempt to contact him or her, or if he or she fails to sign and return the Declaration of Eligibility, Liability & Publicity Release within the required time period, or in the event that a potential winner is disqualified for any reason, the potential winner will be deemed to have forfeited the prize, and the entrant with the next highest total score will be selected as an alternate potential winner. Noncompliance with the foregoing, failure to abide by these Official Rules, or return of the prize notification as non-deliverable may result in disqualification and naming of an alternate potential winner. Only four (4) alternate winner selections will be made, after which any remaining prizes will remain un-awarded.

POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

The odds of winning depend on the number of eligible entries received as well as the eligibility, nature and quality of those entries, as determined in accordance with these Official Rules.

**5. PRIZE**: Eight (8) winners—four (4) male and four (4) female—will each receive one thousand U.S. dollars (US\$1,000.00), to be paid via direct deposit or PayPal, depending on each winner's jurisdiction of residence (collectively, the "**Prize**"). Total Approximate Retail Value ("**ARV**") of all Prizes: US\$8,000.00.

PRIZE RESTRICTIONS: Limit one (1) prize per person, per household. Any and all applicable federal, state, provincial, and local taxes and all fees and expenses related to acceptance and use of prize not specifically stated herein are the responsibility solely of winner. Upon Sponsor's request, Prize winners must complete an IRS Form W-9 and provide to Sponsor any information pertaining thereto. Prize cannot be substituted, assigned, transferred, or redeemed for cash; however, Sponsor reserves the right to make equivalent prize substitutions at its sole discretion. Sponsor will not replace any lost or stolen prizes or components of a prize. Prize cannot be used in conjunction with any other promotion or offer. Only the number of prizes stated in these Official Rules is available to be won in the Contest. If, by reason of a print or other error, more prizes are claimed than the number set forth in these Official Rules, an alternate winner will be selected in accordance with the winner selection method described above from among all eligible claimants making purportedly valid claims to award the advertised number of prizes available.

6. GENERAL CONDITIONS: This Contest is governed by the laws of the United States. Void where prohibited by law and outside the United States and Canada. WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Neither Sponsor nor anyone acting on its behalf will enter into any communications with any entrant regarding this Contest, except as expressly set forth in these Official Rules. Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be attempting to tamper with or undermine the entry process, the website, and/or the legitimate operation of the Contest; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. Sponsor and its agents are not responsible for (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the 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 which may occur in the administration of the Contest or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize. If, for any reason, the Contest is not capable of running as planned, including infection by computer virus or bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor, which corrupt or affect the operation, administration, security, fairness, integrity or proper conduct of this Contest, Sponsor may, in its sole discretion, void any suspect entries and (a) modify the Contest or suspend the Contest for any reason (including to address the impairment) and then may resume the Contest in a manner to be determined in Sponsor's sole discretion; and/or (b) award the prize from among the eligible, non-suspect entries received up to the time of the impairment in accordance with the winner selection criteria described above.

7. PUBLICITY; LIMITATIONS OF LIABILITY AND RELEASES: BY PARTICIPATING IN THIS CONTEST, ENTRANT AGREES THAT SPONSOR, FACEBOOK, INC., INSTAGRAM, INC., AND THEIR PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, LEGAL COUNSEL, ADVERTISING, PUBLIC RELATIONS, PROMOTIONAL,

FULFILLMENT AND MARKETING, WEBSITE PROVIDERS, WEB MASTERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS (THE "RELEASED PARTIES") WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE, ENTRY OR PARTICIPATION IN THIS CONTEST OR IN ANY CONTEST RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM. PARTICIPATING IN THIS CONTEST, ENTRANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE.

EXCEPT WHERE PROHIBITED BY LAW, PARTICIPATION IN THE CONTEST CONSTITUTES WINNER'S GRANT TO SPONSOR (WHICH GRANT WILL BE CONFIRMED IN WRITING ON REQUEST OF SPONSOR), AND THE RELEASED PARTIES THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST, REPRODUCE, DISPLAY, EDIT, MODIFY, ADAPT, USE, AND OTHERWISE EXPLOIT, WORLD WIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, INCLUDING BUT NOT LIMITED TO THE WORLD WIDE WEB, AT ANY TIME OR TIMES, THE WINNER'S ENTRY, NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, WRITTEN DESCRIPTION, OPINIONS AND BIOGRAPHICAL INFORMATION (INCLUDING BUT NOT LIMITED TO HOMETOWN AND STATE) FOR ADVERTISING, TRADE, AND PROMOTIONAL PURPOSES (INCLUDING THE ANNOUNCEMENT OF HIS OR HER NAME ON TELEVISION OR RADIO BROADCAST) WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION, OR NOTIFICATION.

BY SUBMITTING AN ENTRY, ENTRANT AGREES THAT SUCH ENTRY, COMMUNICATIONS OR SUBMISSIONS, CREATIVE SUGGESTIONS, IDEAS, NOTES, CONCEPTS OR OTHER MATERIALS ("SUBMISSIONS") THAT ENTRANT MAY SUBMIT TO SPONSOR OR POST TO FACEBOOK OR INSTAGRAM IN CONNECTION

WITH THIS CONTEST, INCLUDING ALL RIGHTS EMBODIED THEREIN, WHETHER SENT VIA THE WEBSITE OR ELECTRONIC MAIL OR SOME OTHER MEANS, WITH THE EXCEPTION OF PERSONALLY IDENTIFIABLE INFORMATION AS IDENTIFIED IN PRIVACY POLICY SPONSOR'S (AVAILABLE https://prestigelabs.com/privacy-policy-2/), ARE DEEMED TO BE NON-CONFIDENTIAL AND NON-PROPRIETARY AND SPONSOR SHALL HAVE NO OBLIGATION OF ANY KIND WITH RESPECT TO SUCH SUBMISSIONS. SPONSOR SHALL BE FREE TO EDIT, EXPLOIT, MODIFY, PUBLISH, REPRODUCE, USE, DISCLOSE, DISSEMINATE AND DISTRIBUTE THE SUBMISSIONS TO OTHERS WITHOUT LIMITATION IN ANY AND ALL MEDIA NOW KNOWN OR NOT CURRENTLY KNOWN, THROUGHOUT THE WORLD IN PERPETUITY FOR ANY PURPOSE WITHOUT COMPENSATION, PERMISSION OR NOTIFICATION TO ENTRANT OR ANY THIRD-PARTY. ENTRANT HEREBY GRANTS TO THE SPONSOR AND ITS LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, AN IRREVOCABLE, AND WORLD-WIDE LICENSE TO USE IN PERPETUITY THE SUBMISSIONS IN ANY FORM OR FORMAT AND TO MODIFY THE SAME, AND ACKNOWLEDGES AND AGREES THAT IF SPONSOR DOES USE THE SUBMISSIONS ENTRANT SHALL NOT BE ENTITLED TO ANY CREDIT, CONSIDERATION, NOTICE OR PAYMENTS OF ANY KIND. ENTRANT WAIVES ANY MORAL RIGHTS HE OR SHE MAY HAVE TO THE SUBMISSIONS, AND AGREES THAT IF SPONSOR ELECTS TO USE SUBMISSIONS FOR ANY PURPOSE, ALL RIGHTS UNDER COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS WHICH MAY RESULT FROM THAT RELATING TO ENTRANT'S SUBMISSIONS OR FROM USE OF THE SAME BY SPONSOR SHALL BE THE SOLE PROPERTY OF SPONSOR. ENTRANT FURTHER AGREES THAT IF SPONSOR ELECTS TO USE ENTRANT'S SUBMISSIONS, ENTRANT WILL EXECUTE ANY DOCUMENTS REQUESTED BY SPONSOR REGARDING THIS ASSIGNMENT. IF ANY USE BY SPONSOR OF THE SUBMISSIONS CAUSES IT TO BE LIABLE TO ANY THIRD-PARTY, ENTRANT AGREES TO INDEMNIFY SPONSOR AND ITS AGENTS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, REPRESENTATIVES AND ALL RELATED PARTIES FROM AND AGAINST ANY AND ALL DAMAGES, COSTS, JUDGMENTS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) WHICH IT INCURS AS A RESULT OF ITS USE OF THE SUBMISSIONS.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS CONTEST, INCLUDING EACH WEBSITE ASSOCIATED WITH THIS CONTEST AND ALL PRIZES, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS

OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

BY ENTERING THE CONTEST, ENTRANT UNDERSTANDS AND AGREES THAT PRESTIGE LABS'S PRODUCTS HAVE NOT BEEN EVALUATED BY THE FOOD & DRUG ADMINISTRATION, HEALTH CANADA, OR MEDICAL PROFESSIONALS, AND OUR PRODUCTS ARE NOT INTENDED TO DIAGNOSE, TREAT, CURE, OR PREVENT ANY HEALTH PROBLEMS, ILLNESSES, OR DISEASES. ENTRANT FURTHER UNDERSTANDS AND AGREES THAT PRESTIGE LABS'S PRODUCTS ARE NOT INTENDED FOR USE BY PERSONS UNDER 18 YEARS OF AGE OR THE AGE OF MAJORITY IN YOUR STATE OR PROVINCE OF RESIDENCE, WHICHEVER IS GREATER, AND THAT THE PRODUCTS ARE NOT TO BE USED TO TREAT ANY TYPE OF MEDICAL CONDITION OR HEALTH PROBLEM. THE DIETARY NEEDS OF MINOR CHILDREN AND PERSONS WITH MEDICAL CONDITIONS ARE DIFFERENT FROM THOSE OF HEALTHY ADULTS. ENTRANT FURTHER AGREES THAT ENTRANT HAS CONSULTED, OR WILL CONSULT, WITH A PHYSICIAN OR DOCTOR BEFORE USING ANY OF PRESTIGE LABS'S PRODUCTS, AND ENTRANT AGREES TO CEASE IMMEDIATELY FROM USING PRESTIGE LABS'S PRODUCTS IF ENTRANT EXPERIENCES ANY ILL EFFECTS OR UNINTENDED SIDE EFFECTS OF ANY PRODUCT. TO THE FULLEST EXTENT PERMITTED BY LAW, ENTRANT AGREES THAT PRESTIGE LABS, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AGENTS, PARENTS, SUBSIDIARIES, ATTORNEYS, AND AFFILIATES SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY DAMAGE OR INJURY, INCLUDING PHYSICAL OR BODILY INJURY OR DEATH, THAT MAY OCCUR WHILE USING PRESTIGE LABS'S PRODUCTS OR THAT IS ALLEGED TO BE CAUSED BY USE OF PRESTIGE LABS'S PRODUCTS. PRESTIGE LABS HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, RELATING TO ITS PRODUCTS, INCLUDING, BUT NOT WARRANTIES OF TITLE OR IMPLIED WARRANTIES LIMITED TO MERCHANTABILITY, FITNESS FOR Α PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

8. NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF: Each entrant understands and acknowledges that Sponsor has wide access to ideas, designs, and other materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each entrant also acknowledges that many ideas may be competitive with, similar or identical to the Submission and/or each other in theme, idea, format or other respects. Each entrant acknowledges and agrees that such entrant will not be entitled to any compensation

as a result of Sponsor's use of any such similar or identical material. Each entrant acknowledges and agrees that the Sponsor does not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Submission. Finally, each entrant acknowledges that, with respect to any claim by entrant relating to or arising out of Sponsor's actual or alleged exploitation or use of any Submission or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable entrant will not be irreparable or otherwise sufficient to entitle such entrant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition or other exploitation of the Submission or any material based on or allegedly based on the Submission, and the entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

- DISPUTES: Except where prohibited, entrant agrees that: (1) any and all disputes, 9. claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Western District of Texas, Austin Division, or the appropriate State Court located in Texas; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses up to US\$100.00, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Texas, 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 Texas.
- **10. PRIVACY**: Information collected from entrants is subject to the Sponsor's Privacy Policy, which can be found at <a href="https://prestigelabs.com/privacy-policy-2/">https://prestigelabs.com/privacy-policy-2/</a>.
- 11. **OFFICIAL RULES; WINNERS LIST**: For a copy of these Official Rules, visit [http://gymlaunch.com/summer-slimdown-contest-rules-2019/] or visit a participating Sponsor gym. For a list of winners available after July 15, 2019, visit [http://gymlaunch.com/summer-slimdown-contest-rules-2019/].

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