

## HOW TO ENTER

To enter the **Nutrisystem EveryBODY \$50,000 Giveaway**, simply fill out this online form to enter. Only online entries entered at <https://story.nutrisystem.com/contest> will be accepted. Photos only may be submitted online and must be RECEIVED by Nutrisystem by 11:59 PM, E.T., on June 2, 2023. No exceptions..

## ENTRY FORM INSTRUCTIONS

**First, fill in your information on this page, and answer the required entry questions, then enter your "before" and "after" photos. Lastly, check the boxes to agree to the Talent Agreement and the Official Rules and certify that you are a Nutrisystem customer over the age of 18.**

**ALL ENTRIES—must be RECEIVED by Nutrisystem by 11:59 p.m. ET on the deadline of Friday, June 2, 2023. No exceptions.**

**All entries will be reviewed by a Nutrisystem panel of judges, who will select ten (10) winners (three (3) male, three (3) female, and two (2) sets of partners) based on the following criteria:**

- **Extent of weight loss on the Nutrisystem® program**
- **Level of transformation illustrated in photos**
- **Quality of before and after photos**
- **Quality of required prompts**

**Six (6) \$5,000 individual winners and two (2) \$10,000 partner winners will be announced on the Nutrisystem community website, <https://leaf.nutrisystem.com/> and/or Facebook.com/Nutrisystem and/or Instagram (handle: Nutrisystem) on or about Friday, July 14, 2023.**

- **Nutrisystem, Inc. Nutrisystem EveryBODY \$50,000 Giveaway Official Rules ELIGIBILITY:** The Nutrisystem EveryBODY \$50,000 Giveaway (the "Contest") is open only to customers (past and present) who lost weight on the Nutrisystem® program, are legal residents of the United States and are eighteen (18) years of age or older during the weight loss period entered into the Contest. Employees of Nutrisystem or any other company involved in the Contest, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee, are not eligible. People who have been remunerated by Nutrisystem in excess of \$500, including winners of previous Nutrisystem contests, are ineligible. The Contest is subject to federal, state, and local laws and regulations.

- **SPONSOR:** The Contest is sponsored by Nutrisystem Inc., 1100 Virginia Drive, Fort Washington, PA 19034 (the "Sponsor"). This Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram, Pinterest, Twitter, Google+ or YouTube. You understand that you are providing your information to Sponsor through StoryBox and its affiliates and not to Facebook, Twitter, Google+ or YouTube.
- **AGREEMENT TO OFFICIAL RULES:** Participation in the Contest constitutes your full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding.
- **TIMING:** The Contest begins at noon Eastern Time ("ET") on April 24, 2023 and ends at 11:59 p.m., ET on June 2, 2023 (the "Contest Period"). All online entries and photos must be submitted electronically through <https://story.nutrisystem.com/contest> by 11:59 p.m. ET on June 2, 2023.
- **HOW TO PARTICIPATE:** You must complete each of the following steps in order to enter. Please make sure you also comply with the Photo and Question Requirements set forth below.
  - **BEFORE PICTURE:** Have someone take a picture of you before you start the Nutrisystem® program (the "Before Photo"). If you have already started the Nutrisystem program, you must use a photo taken of you within two months of starting Nutrisystem as your Before Photo. You should maintain good posture and avoid exaggerated specific areas of your body. The picture should depict your whole body (from head-to-toe) and your face must be visible. See "Picture Content Requirements" below for more details.
  - **NUTRISYSTEM:** Follow the Nutrisystem® program, as directed.
  - **AFTER PICTURE:** Have someone take a picture of you after you have lost weight on the Nutrisystem® program (the "After Photo"). You should maintain good posture and avoid exaggerated specific areas of your body. The picture should depict your whole body (from head-to-toe) and your face must be visible. See "Picture Content Requirements" below for more details.
  - **PROMPTED QUESTIONS:** Please complete the 3 (three) promoted questions.
  - **SUBMIT YOUR ENTRY:** Only online entries will be accepted. Visit <https://story.nutrisystem.com/contest>, complete the online Entry Form including the questions, submit your Before and After Photos and click on and agree to the Talent Agreement and Official Rules. Before and After Photos must be in JPG, JPEG, PNG, or HEIC format. Entries and Photos become the property of the Sponsor and will not be acknowledged or returned. There is a limit of one (1) entry per person.

- **PARTNER SUBMISSIONS:** Partners who both followed the Nutrisystem® Program may submit. The entry shall be treated as one entry for each party, and they will be judged together in the applicable weight category. Submitting a partner entry does not increase chances of being selected as a winner.
  
- **SUBMISSION OF ENTRIES:** By submitting your entry, you represent the following: (a) that your response to the promoted questions is your original work; (b) that your responses are true and accurately reflects your honest opinion of, and experience with, Nutrisystem; (c) that your Before Photos were taken within two months of starting Nutrisystem; (d) that your Before and After Photos are accurate depictions of yourself and are owned by you; (e) that neither the Before nor After Photos have been retouched, altered, and/or distorted in any way whatsoever; (f) that no mock-up or other device, special camera, or other techniques were used to distort or otherwise misrepresent your appearance in the Before or After Photos, or the effects of the Nutrisystem® program; (g) there were no aspects of production of the Before or After Photos that would have a tendency to misrepresent in any way the Nutrisystem program or the efficacy of the Nutrisystem program; (h) that the differences in weight as seen in the Before and After Photos are attributable solely to following the Nutrisystem® program or Nutrisystem® D® program; and (i) that the Before Photos and After Photos comply with the Picture Content Requirements.
  
- **PICTURE CONTENT REQUIREMENTS:** All pictures (including but not limited to the Before and After Photos) submitted must comply with the below criteria. Noncompliance will result in disqualification.
  - They cannot contain the image or likeness of any other individual, living or dead, other than Entrant, unless Entrant has express permission from that person to use their likeness in connection with the Contest.
  - They cannot prominently feature trademarks, logos, copyrighted works, trade dress (such as distinctive packaging or building exteriors/interiors) or any intellectual property owned by others (including but not limited to music, product packaging, photographs, sculptures, paintings and other works of art or images, published on or in websites, television, movies or other media) other than as owned by entrant or as authorized by Sponsor for use by entrants in connection with the Contest.
  - They cannot (in the sole discretion of Sponsor) advertise or promote any brand or product of any kind other than the Sponsor's, including, but not limited to, any of Sponsor's competitors, any of Promotion Entities' competitors, or contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses.
  - They must be suitable for a general audience and contain only content that, in the sole discretion of Sponsor, is suitable for a general audience. Any Entry will be automatically void if it contains, in Sponsor's sole discretion, content that is: defamatory; derogatory; disparaging; sexually explicit or suggestive; contains nudity; promotes violence, alcohol, illegal

drugs, gambling, tobacco use, or firearms/weapons; promotes any particular political agenda; or otherwise obscene or offensive.

- They cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate.
- They cannot violate any law.

- **SPONSOR'S RIGHTS TO SUBMISSIONS:** By submitting your online entry, you grant to the Sponsor and its agents an irrevocable, perpetual, non-exclusive, fully paid-up, sub-licensable license and right to reproduce, publish, use, transmit, display, comment on, exploit, create derivative works based upon, combine with other works (an all copyrights therein and thereto and all renewals and extensions thereof), and otherwise distribute your Before and After Photos and all elements of your online entry, including without limiting, the Story, name, biographical information, and opinions in any way, in any and all media no known or hereafter devices, worldwide, in perpetuity without limitation, permission, notification, attribution, or restriction from you or any third party, and without further compensation. By submitting an entry, you warrant that you have the ability to grant the aforementioned rights to the Sponsor and its agents. You further agree not to instigate, support, maintain or authorize any action, claim or lawsuit against the Sponsor, or its agents, on the grounds that any use of the Before and After Photos or Story, or any of derivative works, infringes your rights. You further agree to release and hold the Sponsor harmless in the event that any third party instigates such an action against the Sponsor. Nothing herein shall constitute an employment, joint venture, or partnership relationship between you and the Sponsor. You further agree not to instigate, support, maintain or authorize any action, claim or lawsuit against Facebook, Instagram, Pinterest, Twitter, Google+, YouTube, StoryBox, the Sponsor, or its agents, on the grounds that any use of the entry, or any of derivative works, infringes your rights. You further agree to release and hold Facebook, Instagram, Pinterest, Twitter, Google+, YouTube, StoryBox or the Sponsor harmless in the event that any third party instigates such an action against the Sponsor. Nothing herein shall constitute an employment, joint venture, or partnership relationship between you and the Sponsor or you and Facebook, Instagram, Pinterest, Twitter, Google+, YouTube or StoryBox.
- **JUDGING:** On or about June 23, 2023, a panel of qualified Nutrisystem judges will evaluate all entries with the following categories determined by “weight lost” in the contest entry form. Entries will be judged in each weight loss category according to the following criteria (the "Judging Criteria"): (a) extent of weight loss on the Nutrisystem® program; (b) level of dramatic transformation illustrated in Before and After Photos; (c) quality of Before and After Photos; and (d) quality of required prompts . Each entry will be evaluated on a scale of 1-10. In the event of a tie, the judges will reevaluate the tied entries based on the Judging Criteria using a scale of 1-10. The decisions of the judges with respect to the selection of the ten (10) winners (three male, three female, and two sets of partners) and all other matters related to the Contest shall be final and binding in all respects. Winners will be notified by phone or e-mail on or about June 26, 2023. Sponsor is

not responsible for any delay or failure to receive notification for any reason, including inactive email account(s), technical difficulties associated therewith, or Winner's failure to adequately monitor any email account. An alternate prize winner may be selected based on the Judging Criteria in the event any of the eight (8) winners are unreachable after seven (7) days despite reasonable efforts, are discovered to be invalid for any reason whatsoever, or the person who submitted the winning entry fails to comply with these Official Rules.

- **REQUIREMENTS OF POTENTIAL WINNERS:** Except where prohibited, a prize winner may be required to complete and return an affidavit of eligibility and liability/publicity release (the "Affidavit/Release") within seven (7) days of being notified. If a prize winner fails to sign and return the Affidavit/Release within the required time period, an alternate prize winner will be selected in his/her place according to the Judging Criteria. Winners may appear on our websites, and other media channels.
- **PRIZES:** Ten (10) winners—three (3) females and three (3) males—will receive \$5,000 each (via check) and two (2) sets of partners- will receive \$10,000 (via check). **FOR ALL PRIZES:** Prizes are not transferable or refundable and must be accepted as awarded. Winner shall be solely responsible for the payment of any federal, state or local income tax. Nutrisystem will not replace lost or stolen checks, however we will provide reasonable accommodation in cases where the postal service or other mail carrier used acknowledges that the loss or theft of the check is through their fault. Nutrisystem will not reissue or replace expired checks
- **ENTRY COPYRIGHT:** By accepting a prize, the winners agree that his/her entry will be deemed a Work Made For Hire under the Copyright laws of the United States, but if it cannot be so deemed, then the winner irrevocably assigns and transfers to Sponsor all of his/her right, title and interest in and to his/her entry, including all but not limited to all copyright and trademark rights which he or she may have, in the United States and worldwide, therein, for consideration, the receipt and sufficiency of which is hereby acknowledged. Winner hereby waives in favor of Sponsor, all rights of "Droit Moral" or "Moral Rights of Authors" or any similar rights or principles of law that winner may now or later have to their entry. Sponsor reserves the right to alter, change or modify any winning entry, in its sole discretion. Upon request of Sponsor, winner shall execute and deliver such additional instrument of assignment, as may be solely deemed by Sponsor, reasonably necessary to establish the ownership of record of the right, title and interest in and to the entry and of the copyrights transferred and "Moral Rights of Authors" waived under these Official Rules. Should Sponsor fail to request the said assignment as stated, that shall not be deemed a waiver of Sponsor's rights and Sponsor may at a later time request the assignment.
- **GENERAL CONDITIONS:** In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, the Sponsor may, in its sole discretion, 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. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with 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 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 from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

- **RELEASE AND LIMITATIONS OF LIABILITY:** By participating in the Contest, participants agree to release and hold harmless Facebook, Instagram, Twitter, Google+, YouTube, StoryBox, and the Sponsor, its related companies, and their respective officers, directors, employees, 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 any prize, including, but not limited to: (a) unauthorized human intervention in the Contest; (b) printing errors; (c) lost, late, , misdirected, or undeliverable entries; (d) errors in the administration of the Contest or the processing of entries; or (e) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participant's use of a Nutrisystem program, participation in the Contest, or use of any prize. Participant 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 Released Parties be liable for attorney's fees. Participant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages, damages, including attorney's fees or other such related costs of bringing a claim, or to rescind this agreement or seek injunctive or any other equitable relief.
- **DISPUTES:** Sponsor reserves the right in its sole discretion to interpret these Official Rules, and such interpretation shall be binding upon all participants. Except where prohibited, participant 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 Pennsylvania. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, participant's 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 Pennsylvania, without giving effect to any choice of law or conflict of law rules (whether of Pennsylvania or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Pennsylvania.
- **PRIVACY:** Information collected in connection with the Contest will be used in accordance with the online privacy policy available at [www.nutrisystem.com](http://www.nutrisystem.com). By entering the Contest, you grant Sponsor permission to share your email address

and any other personally identifiable information with the other Sponsor entities for the purpose of administration and prize fulfillment, including use in a publicly available Winners list.

- **WINNERS LIST:** Winners will be posted at <https://leaf.nutrisystem.com/> and/or [Facebook.com/Nutrisystem](https://www.facebook.com/Nutrisystem) and/or on the Instagram page (handle: Nutrisystem) on or about July 14, 2023. A press release will also go out announcing the winners.

By clicking the box you acknowledge that you have read and accept the terms and conditions of the **Nutrisystem Talent Agreement**. Click [here](#) to read the Nutrisystem Talent Agreement.

By clicking this box, you certify that you are a current or former Nutrisystem customer.