

90forLIFE! Challenge

Official Terms and Agreement

BEFORE PARTICIPATING IN THIS CHALLENGE, READ THESE OFFICIAL TERMS. SUBMISSION OF YOUR MATERIAL FOR ENTRY SHALL REPRESENT YOUR ACCEPTANCE OF THESE OFFICIAL TERMS. YOU MUST AGREE TO THESE TERMS BY CLICKING THE CHECKBOX WHERE INDICATED DURING YOUR PURCHASE.

BY ENTERING THIS CHALLENGE, YOU AGREE TO BRILLIANT NUTRITION, INC'S PRIVACY POLICES, USER AGREEMENT, AND OFFICIAL TERMS, AVAILABLE THROUGH ITS WEBSITE. YOU AGREE THAT ENTRY OF YOUR PERSONAL INFORMATION, AND ALL PERSONAL INFORMATION COLLECTED BY BRILLIANT NUTRITION, INC MAY BE USED FOR PROMOTIONAL PURPOSES AS EXPLAINED HEREINBELOW.

YOU MUST BE 18 YEARS OR OLDER AT THE TIME OF ENTRY TO HAVE YOUR STORY CONSIDERED FOR THE MONETARY AWARD. YOU MUST PURCHASE AND COMPLETE A SIX MONTH PROTOCOL OF 90forLIFE! TO BE ELIGIBLE FOR THE MONETARY AWARD.

THE CHALLENGE: The "90forLIFE! Challenge" is a search for highly successful users of the 90forLIFE weight loss, fitness, and dietary supplement protocol (hereinafter "the Challenge" or "Challenge").

- 1. Eligibility:** The Challenge is open to legal residents of the fifty (50) United States and the District of Columbia who are eighteen (18) years of age or older (hereinafter "Entrants"). Employees of Brilliant Nutrition, Inc, Inc., and its respective parents, subsidiaries, affiliates, members, licensees, retailers and promotion and advertising agencies, and members of their immediate family (spouse, parent, child, sibling and their respective spouses) and persons living in the same household of such employees, whether or not related, are not eligible to enter the Challenge or be awarded monetary compensation for submission of an application (as defined hereinbelow, Paragraph 2). This Challenge is void where prohibited by law, and subject to all applicable federal, state, and local laws.
- 2. How to Enter:** To be considered for the monetary award of \$1,000, you must have completed at least six months of the 90forLIFE protocol. Participation and completion of the protocol will be determined based on your purchasing records during the six month Challenge period. Having completed at least six months of the 90forLIFE! protocol, send an email with a happy picture of yourself and your success story to info@brilliantnutrition.com. All entries must include your name and telephone number. Photos must contain only one subject; must be submitted in .jpg, .gif, .png, or .tiff format; and cannot exceed 4.0MB in size. Personal

narratives with your story shall not exceed 1000 words. All submissions must be received by 9:00PM ET on October 1, 2012. Your personal narrative and photograph are hereinafter referred to collectively as the "Entry." Except as set forth below, all Entries become the sole property of Brilliant Nutrition, Inc, Inc. and will not be returned.

Your complete Entry (personal narrative plus photograph) must be your original work, and may not have been previously published or otherwise owned, sold, or conveyed to a third party, may not have won previous awards, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. If your entry contains any material or elements that are not owned by you (other than assets belonging to Brilliant Nutrition, Inc), and/or which are subject to the rights of third parties, you are responsible for obtaining, prior to submission of your Entry, any and all releases and consents necessary to permit the ownership and exhibition of the Entry by Brilliant Nutrition, Inc in the manner set out in these Official Terms.

3. **Agreement to Official Terms:** By participating in the Challenge, and submitting an Entry, you fully and unconditionally agree to and accept these Official Terms and the decisions of Brilliant Nutrition, Inc, which are final and legally binding in all matters related to this Challenge.
4. **Selection of Winner/Provision of Award:** All eligible Entries received by Brilliant Nutrition, Inc will be judged by a panel to be determined by Brilliant Nutrition, Inc in its sole discretion, based on the following general criteria: success in completing the 90forLIFE protocol; adherence to the protocol; degree of change in lifestyle, health, and/or physical appearance; quality, depth, complexity, and/or interest in the personal narrative or story; and consistency with Brilliant Nutrition, Inc's values, missions, and objectives. Brilliant Nutrition, Inc in its sole discretion will select at least one (1) winning Entry from the eligible Entries received based on an evaluation of the aforementioned criteria (the "Winner"). That winning entry shall receive a one-time payment of USD \$1,000 to be paid in the month of November of 2012, but in no event later than January 2013. Monetary awards under this paragraph shall be subject to verification of eligibility and compliance with these Official Terms. Winner is responsible for all federal, state, and local taxes and any other costs and expenses associated with prize acceptance and use not specified herein as being provided. The Winner must provide Brilliant Nutrition, Inc and/or its designees with a valid social security number before the monetary award will issue for tax reporting purposes. An IRS Form 1099 will be issued in the name of the Winner for the actual value of the monetary award (\$1,000). You understand that, by submitting an Entry, you receive no right to or promise of monetary compensation or award. Ultimate selection of the \$1,000 recipient remains in Brilliant Nutrition, Inc's sole discretion, and the Winner is selected based on Brilliant Nutrition, Inc's application of subjective criteria set forth hereinabove.
5. **Winner Notification and Disclosure:** Brilliant Nutrition, Inc's decisions are final and binding on all matters relating to this Challenge. Potential Winners will be notified by telephone, mail,

and/or email and may be required to complete an Affidavit of Eligibility, Liability and Publicity Release and any other documents required by Brilliant Nutrition, Inc to effect transfer of the monetary award. Return of the award or the award notification as undeliverable, your failure to sign and return requested documentation within the specified time period, the inability of Brilliant Nutrition, Inc to contact the potential winner within a reasonable period of time or noncompliance with these Official Terms by the potential winner will result in disqualification and, at Brilliant Nutrition, Inc's sole discretion, the monetary award may be awarded to another entrant.

6. **Publicity Release:** Winning Entries may be used in Brilliant Nutrition, Inc's sole discretion for promotional or commercial purposes. In consideration for a \$1,000 monetary award, the Winner hereby grants Brilliant Nutrition, Inc and its agents permission to use his/her name, likeness, image, voice, personal narrative, Challenge Entry, and/or appearance as such may be embodied in any pictures, photos, video records, audiotapes, digital images, and commercial or promotional content taken or made by or on behalf of Brilliant Nutrition, Inc. The Winner agrees that Brilliant Nutrition, Inc shall have complete ownership of all such material provided in the Challenge Entry, including the entire copyright, and Brilliant Nutrition, Inc may use same for any purpose consistent with its commercial endeavors. These uses include, but are not limited to, illustrations, bulletins, social media, exhibitions, videotapes, reprints, reproductions, publications, advertisements, website content, and any promotional or educational materials in any medium now known or later developed. Winner acknowledges that he/she will not receive any compensation, financial or otherwise, for the use of such pictures except as provided for in these Official Terms. Winner hereby releases Brilliant Nutrition, Inc and its agents and assigns from any and all claims which arise out of or are in any way connected with such use.
7. **Grant of Rights:** By participating in the Challenge, submitting an Entry for consideration, and in exchange for your opportunity to win \$1,000, you hereby agree that:
 - a) Brilliant Nutrition, Inc is granted the unconditional and perpetual right to post, display, publish, use, adapt, edit and/or modify such Challenge submission or Entry in any way, in any and all media, for any purpose, without limitation, and without consideration to you, your successors or assigns, or any other entity. If you submit an Entry in this Challenge, you grant Brilliant Nutrition, Inc an irrevocable assignment, conveyance, and transference of all right, title and interest in that Submission, including, without limitation, all copyrights without compensation to the Entrant, except as provided in this agreement under Paragraph 4 hereinabove. Brilliant Nutrition, Inc will have the right to use your Entry or submission in any packaging, merchandising, advertising, marketing, and promotion or for any other commercial or non-commercial purpose. You forever waive and relinquish on behalf of yourself, your heirs, executor, and administrator and assigns any and all rights, including but not limited to goodwill in and to your Entry or participation in the Challenge. You also irrevocably grant to Brilliant Nutrition, Inc the right to use your name, voice, likeness, and biographical material in

or related to any Challenge related submission, as further provided in Paragraph 6 above.

- b) All Entries become the exclusive property of Brilliant Nutrition, Inc, and none will be returned. All submissions will be reviewed for content before being published or judged, however, such review does not relieve you from responsibility for compliance with these Official Terms.
8. **Release:** By receipt of any monetary compensation for Challenge Entries, the applicable winner agrees to release and hold harmless Brilliant Nutrition, Inc and its respective subsidiaries, affiliates, suppliers, distributors, and advertising/promotion agencies, and each of their respective officers, directors, employees, and agents from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss or property, arising out of participation in the Challenge or receipt or misuse of any award.
 9. **General Terms:** Brilliant Nutrition, Inc reserves the right to cancel, suspend and/or modify this Challenge, or any part of it, in its sole discretion. Any attempt by any person to deliberately undermine the legitimate operation of the Challenge may be a violation of criminal and civil law, and, should such an attempt be made, Brilliant Nutrition, Inc reserves the right to seek damages from any such person to the fullest extent permitted by law. However, Brilliant Nutrition, Inc's failure to enforce any of the terms in these Official Terms shall not constitute a waiver of those provisions.
 10. **Limitation of Liability:** Brilliant Nutrition, Inc is not responsible for the following: (1) incorrect or inaccurate information or printing errors; (2) technical failures of any kind, including, but not limited to, interruptions or disconnections in network hardware or software; (3) unauthorized human intervention in any part of the Entry or Challenge; (4) technical or human error which may occur in the administration of the Challenge; 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 award.
 11. **Disputes:** Except where prohibited, you agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Challenge or any award shall be resolved individually, without resort to any class action, and exclusively under the laws of the District of Columbia and the courts of competent jurisdiction therein; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Challenge, but in no event attorneys' fees; and (3) under no circumstances will you be permitted to obtain awards for, and you hereby waive all right to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, 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 Terms, or the rights and obligations of you

and Brilliant Nutrition, Inc. in connection with this Challenge, shall be governed by, and construed in accordance with, the laws of the District of Columbia 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 District of Columbia.

12. **Sponsoring Agent:** The **90forLIFE! Challenge** is sponsored by Brilliant Nutrition Inc. 1042 W. Baptist Road #150, Colorado Springs, CO 80921.