

2023 Slenderiiz Challenge ("Contest")

Terms & Conditions

Please read the following Terms & Conditions carefully before accepting them. Unconditional acceptance is required for participation in the Contest. The terms "you" and "your" refer to the individual who accepts these Terms & Conditions. VOID WHERE PROHIBITED.

1. **Contest Dates.** The contest will run from January 3, 2023 – February 28, 2023.
2. **Eligibility and Entry Requirements.** To enter, you must:
 - (1) agree to all the Terms & Conditions contained herein;
 - (2) submit the Contest Submission Form on www.slenderiiz-challenge.com between January 3, 2023 at 00.01 a.m. MT and January 4, 2023 at 11:59 pm MT, including the "Before" photos as outlined below; and
 - (3) submit the "After" photos as outlined below on www.slenderiiz-challenge.com by February 28, 2023 at 11:59 pm MT.
3. **Photo Requirements.** You must submit three "Before" photos upon registration and three "After" photos upon completion of the Contest. Failure to submit the photos as described below could result in disqualification.
 - (1) Photo #1. Front full-body and face view (arms at sides): women in sports bra or tight-fitting tank top and shorts; men in no shirt or tight-fitting tank top and shorts. Must have a proof of date visible in the photo (newspaper, for example).
 - (2) Photo #2. Side full-body view (arms at sides): women in sports bra or tight-fitting tank top and shorts; men in no shirt or tight-fitting tank top and shorts. Must have a proof of date visible in the photo (newspaper, for example).
 - (3) Photo #3. Scale and date view: your weight clearly displayed on a scale; this photo must be date-stamped or show you holding a newspaper with the date clearly visible.
4. **General Photo Requirements.**
 - (1) "After" photos must be taken by contest end date (11:59 pm MT, February 28, 2023).
 - (2) The photos must be 1.5 MB or smaller and uploaded in JPG/PNG formats.
 - (3) The photos must be authentic, not altered or modified. If any photo tampering is evident, you will be immediately disqualified.
 - (4) The date on the newspaper or time stamp must match the day the participant begins or ends their contest.
 - (5) Because the photo with the newspaper is for verification of the date of the photo, the date or headline must be visible in the photo or a date and time stamp must be used.
5. **Determination of Winners.** Winners will be selected by a select committee of NewAge® employees. Winners will be chosen based on the percentage of weight lost. Best Athletic Transformation and Best overall transformation will be based on before and after photos visible transformation.
6. **Prizes.**
 - (1) 1st Place: \$1,500 USD
 - (2) 2nd Place: \$1,000 USD
 - (3) 3rd Place: \$500 USD
 - (4) Best Athletic Transformation: \$250 USD
 - (5) Best Overall Transformation: \$250 USD
7. **Prize Disclaimers.**
 - (1) Winners are solely responsible for all federal, state and local income taxes connected with the prize received.
 - (2) Winners who fail to respond and accept their prize within seven days of being notified will forfeit their prize, and the next most eligible participant will then become the winner.
 - (3) Prizes are non-transferable unless otherwise noted.
8. **Notification and Announcement of Winners.**
 - (1) Winners will be notified via a Live call and email within 15 days of the completion of the Contest.
 - (2) Winners will be announced and recognized within 15 days of the completion of the Contest.
9. **Ownership and Use of Submitted Content.** NewAge will be the sole owner of all rights, including full copy and intellectual rights, of the photos, videos, audio, text, and other content you submit as part of the Contest ("Content").
 - (1) You hereby consent to the unrestricted use of the Content in any and all activities associated with the marketing or promotion of our products. Marketing and promotional activities may include use of your

Images on our websites and social media (including Facebook and Instagram pages), marketing materials, events or similar forms of promotion.

You understand that while participating in a sponsored activity or event, you may be photographed.

- (2) You agree to allow any photo, video, or film likeness of you to be used for any promotional activity, marketing effort, or other legal purpose by NewAge®.
 - (3) You grant NewAge® and its marketing agencies the right to use and publish your name, likeness, voice, opinions, biographical information, and place of residency in any media for advertising or promotional purposes without compensation (except where prohibited by law) and agree to execute specific consent to such use if asked to do so.
10. **Language.** You must submit all materials and content in English. Failure to do so may result in disqualification.
11. **Release of Liability and Indemnification.** In consideration of acceptance of your Contest entry, you certify that you are voluntarily participating in the Contest and agree to release from liability and to indemnify and hold harmless NewAge and any of its employees or vendors for any and all liability for personal injuries, including death, harm, and damage associated or in connection with any activity or behavior engaged in by you while participating in the Contest.
12. **Assumption of Risk.** You acknowledge that using Slenderii® and Nutrifii® products (“Products”) may impact you physically. You agree that you will follow the directions for the Products to avoid any adverse issues and that you are aware of and assume any and all risk associated with your participation in the Contest. You acknowledge and agree that, if at any time, you experience nausea, vomiting, diarrhea, or any other problems after consuming the Products, you should discontinue the use of the Products and consult your healthcare provider. You acknowledge and agree that NewAge is not responsible for any medical expenses that you may incur.
13. **Acknowledgements.**
- (1) You acknowledge that you have read, understand, and agree to abide by these Terms & Conditions and the above release of liability.
 - (2) You acknowledge that the Terms & Conditions of the Contest are subject to change at any time and that NewAge® reserves the right to cancel or modify this Contest as determined by NewAge® at its sole discretion. You agree to abide by any changes to these Terms & Conditions during the Contest.
 - (3) You acknowledge that the Contest is a skill-based contest.
 - (4) You acknowledge that the information you have and will provide is true to the best of your knowledge. You represent and warrant that you are at least 18 years of age and possess full legal capacity to accept the Terms & Conditions.
 - (5) You acknowledge that this Contest is void in any cities, states, countries, and anywhere else prohibited by law.
 - (6) You acknowledge that this Contest is in no way sponsored, endorsed, or administered by or associated with Facebook or Instagram. You hereby release Facebook and Instagram from any and all liability. You acknowledge that your posts of images or information on Facebook or Instagram are voluntary and that you agree to abide by the standards of use for Facebook and Instagram, including refraining from posting offensive or defamatory comments.
14. **Disputes, Jurisdiction, Governing Law.**
- (1) All disputes arising out of or in connection with these Terms & Conditions, including the validity and enforceability of this section, shall be finally settled by arbitration under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. Said arbitration shall take place in Salt Lake City, Utah and be conducted in the English language.
 - (2) These Terms & Conditions and the rights and obligations of the Contest participants and NewAge shall be governed by and interpreted in accordance with the laws of the State of Utah without regard to conflict of law principles.