



OPTIFAST[®] “NEW YOU” 2018 CONTEST (“CONTEST”)

TERMS AND CONDITIONS

NO PURCHASE NECESSARY.

Entry constitutes your acceptance of these Terms and Conditions set forth below.

PARTICIPATION DATES & PROMOTION STRUCTURE: Contest begins **May 22, 2018** at 12:00:01 AM Eastern Standard Time (EST) and entry ends **August 15, 2018** at 11:59:59 PM EST (“**Submission Period**”). Entries must be time-stamped electronically no later than 11:59:59 PM on **August 15, 2018**. Three (3) Grand Prize Winners will be selected following the Submission Period between **August 16, 2018 and August 23, 2018** (“**Selection Period**”). Judges may determine in its sole discretion to conduct phone interviews with up to 10 Contest entrants; such phone interviews will occur between **August 24, 2018 and August 29, 2018** between the hours of 11:00 AM EST and 6:00 PM EST (“**Interview Period**”). Sponsor's computer clock is the official timekeeping device for all entries received.

VOID WHERE PROHIBITED

ELIGIBILITY

Contest is open only to legal residents of the fifty (50) United States and the District of Columbia who are of legal age of majority in their jurisdiction of residence (and at least 18) at the time of entry and who have completed at least twelve weeks of either the OPTIFAST full or partial meal replacement program through an authorized OPTIFAST provider, including full compliance with all OPTIFAST Program requirements (the “Participant”). Claimed results may be verified with the authorized OPTIFAST provider or health care professional provided Participant issues his/her written consent. If consent is withheld, or the results cannot be verified, Participant’s Submission will be disqualified and an alternate finalist may be chosen, at Sponsor’s sole discretion.

Employees and the immediate family members of employees (spouse, parent, child, sibling, and their respective spouses, regardless of where they reside or those living in the same household, whether or not related) of Nestle HealthCare Nutrition, Inc. (“Sponsor”), The S.W.A.T. Team, Inc. (“Administrator”), or their respective parent, affiliate, and subsidiary companies, prize suppliers, distributors, contractors, and advertising and promotion agencies (collectively, “Promotional Parties”) are not eligible to enter or win. Contest is subject to all applicable federal, state, and local laws.

HOW TO PARTICIPATE

Entry into the Contest is free. Eligible participants must submit the materials described below to be considered as an official OPTIFAST “New You” 2018 Contest Participant (“Participant”).

Steps to Enter:

1. During the Submission Period, access the official digital entry form at www.OPTIFAST.com/new_you, follow the instructions, and complete all required fields. Any error or omission in the information on the entry form will void the entry. Then, proceed with the submission requirements as outlined below:
2. Follow instructions provided to upload and submit a photo of Participant from before starting the OPTIFAST Program and a current Participant photo (no older than 2 weeks from date of Contest entry).
3. Answer the question “What accomplishments, big or small, have you been able to achieve since you started your OPTIFAST® weight loss journey?” (the “Answer”) (300 word limitation)

Hereinafter, the official entry form, photo, and Answer, collectively, shall be referred to as the “Submission”. All Submissions must be made before the end of the Submission Period. Once a Submission is made, Participants will not be permitted to change that Submission; however, if any Submission is invalid, Participant will receive an email within three (3) business days advising of the disqualification of the invalid Submission and be invited to enter again if time permits. By uploading a Submission, Participant consents to receiving emails from Sponsor and/or its licensees and assignees relating solely to this Contest. Additionally, uploading the Submission, Participant consents to accepting these Terms and Conditions of this Contest and to the Sponsor’s Privacy Policy, and gives permission to Sponsor to use the Submission, and that the Submission becomes the property of Sponsor.

Limit one (1) valid entry per Participant. Any attempt to make more than one (1) Submission by using multiple email addresses, identities or by any other method may void all Submissions from that Participant. Subsequent Submissions received by a Participant after the first valid Submission will be void. Incomplete Submissions, including but not limited to those Submissions that do not address the requirements set forth in these Terms and Conditions, will not be eligible for voting or judging. Proof of sending does not constitute proof of actual receipt by Sponsor for purposes of these Terms and Conditions. All entries become the exclusive property of Sponsor and will not be returned.

Photo and Answer Requirements, Restrictions and License:

1. Participant agrees to and understands that if he or she becomes a Grand Prize Winner, the Photo and Answer Submissions could be made available to the public, including without limitation, posting on the Internet. Sponsor makes no representation or warranty regarding the confidentiality of any Photo or Answer.
2. Participants acknowledge and agree that professional photographs (i.e., photographs

taken by a photographer paid to take such photographs) are not eligible for this Contest and that they are the sole copyright owner of the Submission. In addition, photographs may not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. By uploading a Submission, Participant warrants and represents that he/she is the person featured in the photo, has all necessary copyrights to submit, owns the submitted photo, consents to the submission of the photo, and has permission from all individuals that appear in a Photo or Answer to use their likenesses in the Photo or Answer and to grant the rights set forth herein. If any individual appearing in a Photo or Answer is a minor in his/her state of residence, then Participant must have permission from such minor's parent/legal guardian to use minor's likeness in the Photo or Answer and to grant the rights set forth herein. If requested, Participant must be able to provide such permissions in a form acceptable to Sponsor.

3. Photos must be in either .jpg or .png. and a maximum photo size of 5 MB.
4. **All photos must have been taken within two (2) weeks prior to date of Submission to be considered. The Submission and any other information submitted for the Contest must be true in all respects and reflect Participant's honest opinions and actual experience. Submission must be suitable for presentation in a public forum, in the sole discretion of Sponsor, and may not contain, as determined by the Sponsor, in its sole discretion, any of the following content:**
 - Any medical claims or medical advice (a medical claim is a statement attributing OPTIFAST to curing, treating, preventing or mitigating an illness or medical condition);
 - Inappropriate content based on the following
 - Offensive, abusive, defamatory, disparaging or obscene
 - Fraudulent, false, dishonest, inaccurate, deceptive or misleading
 - Violates or is contrary to any applicable federal, state or local laws and regulations
 - Violates or infringes another's rights, including without limitation, privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
 - Unacceptable clothing adornments, or displays any commercial/corporate advertising other than the Sponsor; and
 - Communicates messages or images inconsistent with the positive, supportive community and/or good will of OPTIFAST

Sponsor reserves the right to disqualify any Submission for any reason, in its sole and absolute discretion, including its determination in its sole discretion that a Submission fails to satisfy any of the above requirements.

Selection of Three (3) Grand Prize Winners

An OPTIFAST panel of judges, which may include Sponsor's marketing staff and those of its agencies, will select the final three (3) Grand Prize winners, from the qualified Participants, based on the following judging criteria:

(1) How inspirational, creative original, and compelling is the answer to the Contest question "What accomplishments, big or small, have you been able to achieve since your successful OPTIFAST® weight loss journey?" (40%);

(2) How well the answer represents the spirit of the OPTIFAST brand in and its mission to achieve better health and well-being (35%); and

(3) Percentage body weight loss from the start of the OPTIFAST Program through the Contest entry date (25%)

(collectively, the "Judging Criteria").

In the case of a tie or if judges have difficulty selecting the best final three (3) entries based on the Answer using the Judging Criteria, it reserves the right to conduct phone interviews with up to 10 eligible Participants and will apply the same Judging Criteria above to determine the final three (3) Grand Prize winners. After two (2) attempts, if a potential Grand Prize Winner cannot be contacted following the Submission Period to schedule and conduct a phone interview during the phone Interview Period, the Participant forfeits the prize, and Sponsor may consider an alternate Participant from among the eligible Participants. The three (3) Submissions that best meet the Judging Criteria (inclusive of the phone interview if applicable), as determined by the judges in their sole discretion, will be deemed the Grand Prize Winners, subject to verification of eligibility, compliance with these Terms and Conditions, and execution of an Affidavit/Release (as defined below). Sponsor reserves the right to not select any or as many as three (3) Grand Prize Winners if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions.

Other Eligibility Notes:

By submitting an entry, the Participant agrees to be bound and abide by these Terms and Conditions and the decisions of the judges and Sponsor, which are final and binding in all respects. All applicable federal, state, and local laws apply. **This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram, Twitter or Woobox.** Such use of the aforesaid is not intended to suggest or imply the sponsorship, endorsement, or the approval of this Contest by Facebook, Instagram, Twitter, or Woobox.

PRIZE NOTIFICATION

The potential 3 Grand Prize Winners will be notified via phone, mail or email on or about **September 1, 2018**. Prior to being confirmed as a prize recipient or receiving any prize, Participants whose Submissions are selected as potential prize recipients will be required to provide proof of identity, verification of eligibility and compliance with these Terms and Conditions, and will also be required to execute and return a Declaration of Compliance, Liability and Publicity Release ("Declaration") as well as any other documents required by Sponsor, all of which must be completed and/or received fully-executed within 7 days of date notice or attempted notice is sent or such potential prize recipient may be disqualified, any prize forfeited, and an alternate potential prize recipient may be selected. Participants agree that, if they are selected as a potential prize recipient, Sponsor may conduct a background check, and participants agree to execute all documents necessary for Sponsor to obtain such background check. Factors that would result in disqualification as a potential prize recipient include, without limitation, having been charged with or convicted of a felony or misdemeanor. In the event it is determined that: (a) any Participant has not complied with these Terms and Conditions, (b) Sponsor is unable to contact a potential prize recipient within a reasonable time period, (c) potential prize recipient has failed to execute and return any required documents within the specified time period or has made false statements in connection with his/her participation in the Contest, or (d) a prize notification is returned as undeliverable, then such potential prize recipient and his/her Submission may be disqualified and the Participant may be required to promptly return to Sponsor his/her prize (or equivalent value). If potential prize recipient is disqualified for any reason, at Sponsor's discretion, a runner-up prize Recipient may be selected at Sponsor's and judges' sole discretion.

PRIZES

The three (3) Grand Prize winners will receive a Trip to New York City with a guest on or about the weekend of October 12, 2018, and winners will receive a Make-Over and a \$1000 gift card for a shopping spree.

Approximate Retail Value ("ARV"): \$7,000 per prize. The winning participant(s) will each receive a paid trip for two to New York City, including a single room (double occupancy) hotel accommodations for two (2) nights at a hotel chosen by Sponsor, two round-trip coach airline tickets from a major airport near winner's home (if applicable, determined by Sponsor in its sole discretion), a make-over package for the winner (package to be determined by Sponsor in its sole discretion, ARV \$500), \$1,000 gift card, certain meals (i.e., two (2) breakfasts, one (1) cocktail dinner for winner and guest), airport transfers and transportation to and from make-over location. All meals, taxes, fees, transportation, gratuities and other expenses not specified herein are the sole responsibility of Winner(s). Travel companion must be at least 18 years of age and must sign and return a release of liability/publicity at least 7 days prior to trip or will not be permitted to accompany Winner on trip. No prize substitutions, cash redemption, assignment or transfer of prizes by Winner is permitted. Sponsor reserves the right to substitute a prize with another prize of greater or equal value. Winners may not request substitutions of prize winnings. All winners are solely responsible for any and all taxes and/or fees as well as all additional costs that may be incurred. Limit: one (1) winner per household/family.

PUBLICITY & LICENSE TO USE SUBMISSION

By entering the Contest, each Participant grants and represents and warrants that Participant has the rights and authority necessary to grant Sponsor, for no additional compensation other than entry into the Contest, an irrevocable, non-exclusive, fully paid-up, worldwide, royalty free, perpetual sub-licensable license to use, publish, make available to the public, reproduce, edit, modify, exploit, make derivative works from or otherwise use the Photo, Answer, Interview Content, as well as Participant's name, video, likeness, voice, hometown and state in any and all media available at any time during, or after, the Contest Period, without permission, notification, attribution, or restriction from Participant or any third party (which includes the right to allow voters to share Participants' Submissions on Facebook), on any related websites, in any promotional materials, and at any other location, whether physical or online, that Sponsor, in its sole discretion, deems appropriate.

Participants may be requested to participate in media interviews coordinated by Sponsor. Participants not willing to share their Answer with the media will be excluded from the Contest.

Participants who are recipients of a Grand Prize may be requested to participate in a photo shoot or video shoot, the product of which, including any and all photographs, video or other media taken or collected, will be the exclusive property of Sponsor.

GENERAL CONDITIONS

By participating in the Contest, the Participant acknowledges that the Participant has read, understands and agrees to these Terms and Conditions.

Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Contest should unauthorized human intervention, technical failures or any other factor beyond Sponsor's reasonable control, corrupt the administration, security, fairness, integrity or proper operation of the Contest.

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 this Contest or to be acting in violation of these Terms and Conditions, or those of any other promotion, or in an unsportsmanlike or disruptive manner. Any deliberate attempt by any person to damage Sponsor's Websites or to undermine the legitimate operation of this Contest may be a violation of criminal and civil laws, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision.

Sponsor reserves the right to disqualify any Submission for any reason, in its sole and absolute discretion, including its determination in its sole discretion that a Submission fails to satisfy any of the requirements described above.

RELEASE

Participant agrees to release, defend, indemnify and hold harmless Sponsor and its promotional and advertising agencies, agents, representatives and counsel (the "Released Parties"), from all claims, demands, and causes of action of any nature whatsoever which Participant or Participant's heirs, representatives, executors, administrators, or any other persons acting on Participant's behalf or on behalf of Participant's estate, have or may have by reason of: (i) Sponsor's exercise of any rights granted by Participant in this paragraph; (ii) claims based on violation of any right of publicity or rights of personality, infringement of copyright or trademark, libel, slander, defamation, invasion of privacy, loss of earnings or potential earnings in connection with Sponsor's use of the Submission and any portion thereof, or the likeness of any natural person therein.

LIMITATIONS OF LIABILITY

Released Parties are not responsible for: (1) technical hardware, software, or telephone failures of any kind, lost or unavailable network connections, fraud, incomplete, garbled or delayed computer or fax transmissions, whether caused by Release Parties, Participants, users, or by any of the equipment or programming used in the promotion or by technical or human error which may occur in the administration of the Contest or the processing of entries; (2) late, lost, undeliverable, incomplete, incorrect, misdirected, damaged or stolen photos and/or videos; or (3) 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. No more than the stated number of prizes will be awarded.

DISPUTES

Any and all disputes, claims, and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by the U.S. District Court for the District of New Jersey. Any claims, judgments or awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest but in no event attorneys' fees. Under no circumstances will Participant be permitted to obtain awards for, and Participant hereby waives all rights to claim, 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 Terms and Conditions, or the rights and obligations of Participant and Sponsor in connection with the Contest shall be governed by, and construed in accordance with, the laws of the State of New Jersey without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New Jersey or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New Jersey.

PRIVACY:

When you enter the Contest through the digital entry form, in addition to information required to be supplied to enter the Contest, you may be asked to consent to receive promotional e-mails and reminders for promotions and information about Sponsor. Consenting to receive such e-mails is optional and does not have to be agreed to in order to be eligible to enter the Contest and does not improve your chances of winning. In the event you do consent to receive these e-mails, the use of such e-mails shall be subject to Sponsor's privacy policy, which is available on Sponsor's website.

WINNERS LIST

To obtain the name of the winners (available on or about September 17, 2018), send a self-addressed, stamped envelope to: OPTIFAST "New You" 2018 Contest Winners List, The S.W.A.T. Team, Inc., 2 Gold Street, #17B, New York, NY 10038. Requests must be received by October 1, 2018. VT residents may omit return postage. Winners will also be posted on the optifast.com homepage in October 2018.

Sponsor: Nestlé HealthCare Nutrition, Inc.

Administrator: The S.W.A.T. Team, Inc.