



## OFFICIAL RULES FOR THE SIX STAR SCHOLARSHIP CONTEST

No Purchase Necessary. A Purchase Will Not Increase Your Chances of Winning.

1. Eligibility: The Contest is open only to legal residents of the United States who are at least eighteen (18) years old. Employees of Iovate Health Sciences International Inc., as well as the immediate family (spouse, parents, siblings, and children) and household members of those employees, are not eligible to enter.

2. Sponsor: The Contest is sponsored by Iovate Health Sciences International Inc., 381 North Service Road West, Oakville Ontario Canada, L6M 0H4 (the "Sponsor").

3. How to Enter:

Create Your Entry: Write an essay or create a video (or do both) that shows why you deserve to win the Six Star Scholarship Contest (your "Entry"). The Entry should be extremely creative and showcase your community involvement along with your athletic and academic accomplishments. You must be the person featured in the Entry. Please see the Technical and Content Requirements for more details.

Technical Requirements: Video format must be MP4.

Content Requirements: Please make sure your Entry does not: (a) violate anyone else's rights, including their copyrights, trademark rights, or rights of privacy or publicity; (b) prominently feature any trademarks or logos; (c) prominently feature any person other than yourself, unless you can provide Sponsor written permission from that person; (d) portray Sponsor or their products in a negative light; (e) include images of individuals under the age of 18; or (f) contain any content that is obscene, indecent, or otherwise inappropriate, as determined by Sponsor, in its sole discretion.

Submit Your Entry: Visit the Six Star Scholarship Contest Page and follow the instructions to submit your Entry. Only Entries submitted between 12:00:01 AM ET on August 20, 2018 and 11:59:59 PM ET on April 30, 2019 will be eligible. There is a limit of one (1) entry per person.

Representations and Warranties: By entering, you represent and warrant that: (i) you accept these Official Rules and Sponsor's decisions regarding the Contest; (ii) your Entry doesn't violate any third party's rights.

Sponsor's Rights to Entries: You do not transfer ownership of your entry by entering the Contest. However, by entering, you: (a) irrevocably grant Sponsor, its agents, licensees, and assigns the unconditional and perpetual (non-exclusive) right and permission to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, modify, create derivative works of, exhibit, and otherwise use your Entry as-is or as-edited (with or without using your name) in any media throughout the world for any purpose, without limitation, and without additional review, compensation, or approval from you or any other party; (b) forever waive any rights of copyrights, trademark rights,

privacy rights, and any other legal or moral rights that may preclude Sponsor's use of your Entry, or require any further permission for Sponsor to use the Entry; and (c) agree not to instigate, support, maintain, or authorize any action, claim, or lawsuit against Sponsor on the grounds that any use of the Entry, or any derivative works, infringes any of your rights as creator of the Entry, including, without limitation, copyrights, trademark rights, and moral rights.

#### Winner Selection Process:

Judging Process: All Submissions will be screened for compliance with these Official Rules, and those that pass the screening process will be judged by an expert panel based on the following criteria: (i) creativity and entertainment value of submission; (ii) community involvement; (iii) athletic accomplishments; and (iv) academic accomplishments. The expert panel will review the submissions according to the judging criteria and select one (1) Male Grand Prize Winner and one (1) Female Grand Prize Winner, subject to verification and compliance with these Official Rules. The Grand Prize Winners will be announced on or around May 30, 2019.

Potential Winner Requirements: In order to win a prize, a potential winner may be required to complete and return the following documents within five (5) business days: (a) an affidavit of eligibility and release; and (b) a release assigning and transferring all rights, title, and interest in the Entry to Sponsor. If a potential winner fails to return these documents on time, an alternate potential winner may be selected in his/her place based on the judging criteria. Only three (3) alternate potential winners may be contacted. Except where prohibited, to be eligible to win a Grand Prize, the potential winner may be required to agree to be photographed wearing Six Star branded clothing and to give Iovate Health Sciences International Inc. rights to use those photos for marketing purposes

#### Prizes:

Grand Prize: One (1) Male Grand Prize Winner and One (1) Female Grand Prize Winner will each receive \$15,000 to be used to further their education and \$100 worth of Six Star supplements each month for twelve (12) months. The winner will also receive an opportunity to appear in Six Star advertising.

For all Prizes: A winner is responsible for paying any applicable income taxes and any and all other costs and expenses not listed above. Any prize details not specified above will be determined by Sponsor, in its sole discretion. A prize may not be transferred and must be accepted as awarded. A winner may not request cash or a substitute prize; however, Sponsor reserves the right to substitute a prize with another prize of equal or greater value if the prize is not available for any reason, as determined by Sponsor, in its sole discretion.

General Conditions: In the event that the operation, security, or administration of the Contest is impaired in any way, Sponsor may, in its sole discretion, either: (a) suspend the Contest to address the impairment and then resume the Contest; or (b) award the prizes according to the criteria set forth above from among the eligible entries received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify and seek damages from any individual who tampers with the operation of the Contest, violates these Official Rules, or acts in a disruptive or unsportsmanlike manner.

Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Proof of sending any communication to Sponsor by mail shall not be deemed proof of receipt of that communication by Sponsor. The Contest is subject to federal, state, and local laws and regulations and is void where prohibited.

**Release and Limitations of Liability:** By participating in the Contest, you agree to release and hold harmless Sponsor, its respective parents, subsidiaries, affiliates, and each of 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) technical errors; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Contest or the processing of Entries; or (f) injury or damage to persons or property. You further agree to indemnify, release, and hold the Released Parties harmless from any Claims that their use of your Entry (as contemplated herein) violates or infringes upon the rights of any third party. You waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

**Privacy and Publicity:** The information you provide when you enter is provided to Sponsor. Any information you submit as part of the Contest will be used for purposes of this Contest and treated in accordance with Sponsor's Privacy Statement. Except where prohibited, participation in the Contest constitutes your consent to Sponsor's use of your name, likeness, voice, opinions, biographical information, and state of residence for promotional purposes in any media without further payment or consideration.

**Disputes:** Except where prohibited, you agree 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 New York. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of New York, without giving effect to any choice of law or conflict of law rules (whether of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than New York.

**Results:** To request a winners list, send a self-addressed, stamped envelope to the Six Star Scholarship Contest, Iovate Health Sciences U.S.A. Inc., 3880 Jeffrey Blvd. Blasdell, N.Y., 14219. Requests must be received by June 1, 2019.