

## Nu You 2021 Terms and Conditions

1. Enter the contest by sending your submissions to [nuyou2021@nuskin.com](mailto:nuyou2021@nuskin.com). Your submission must include the following: Your before and after pictures (including one photo facing forward and one profile shot for each), your before and after 5-second video making a 360° turn for a full-body view, your Nu Skin ID, an order number showing proof of purchase of an applicable Pharmanex product, and a completed consent and release form granting Nu Skin the right to use your photos and related information as described in the form.
2. Posts must be made during the term of the Contest which begins on January 4<sup>th</sup> 2021 and ends on March 4<sup>th</sup> 2021 for the US. For Canada, the term of the Contest begin on January 22<sup>nd</sup>, 2021 and end on March 24<sup>th</sup> 2021.
3. Entrants will be judged on the clarity, skill, beauty, and originality of their photos in addition to the results achieved from diet, exercise, and product use. Although improved physical appearance will be a factor in picking contest winners, winners will not be chosen on the basis of the *greatest* physical change. Before and after pictures that appear to show a degree of change that is extreme, unusual, or outside the scope of what the average product user can expect will *not* be chosen as winners. For example, before and after photos that demonstrate an extreme or potentially unhealthy amount of weight loss will not win, and entries that are not compliant with Nu Skin's guidelines for before and after photos will be disqualified.
4. Separate prize winners will be selected for both the United States and Canada. There will be a shorter contest beginning on January 4<sup>th</sup> 2021, and ending on February 4<sup>th</sup> 2021 for the US. For Canada the shorter contest begins on January 22<sup>nd</sup>, 2021 and ends on February 24<sup>th</sup>, 2021. The first-place winners for this contest will win \$3,000 and the second and third place winners will each receive \$500. For the US longer contest beginning on January 4<sup>th</sup> 2021, and ending on March 4<sup>th</sup> 2021, the first place winners will receive \$5,000 and the second and third place winners will each receive \$1000. For Canada's longer contest, the winners will receive the same prize amounts for dates beginning January 22<sup>nd</sup>, 2021 and ending March 24<sup>th</sup>, 2021.
5. Winners will be notified via email.
6. All photos must comply with Nu Skin's guidelines for before and after pictures. These guidelines include the following:
  - Before and after photos must be consistent in lighting, clothing, background, clarity, resolution, and makeup. Photos should match body position, pose, angle of face and facial expression.
  - Photos must accurately depict benefits that may be achieved by a typical consumer using the product along with a regimen of diet and exercise.
  - Photos must only support legally approved product claims. (These claims can be found on the Product Information Page for each relevant product at nuskin.com.)
  - Photos must be accompanied by a caption that indicates what products you used, how often you applied the product, your first name, and your market. If you are a Nu Skin distributor you must disclose the fact that you are a distributor whenever you publicize before and after photos.
  - In photos that show weight loss results you must be a good example of Nu Skin's brand image and high standards. You must be dressed modestly and appropriately for the product you are highlighting.

- Your photos must be original and not retouched or modified.
- You must obtain copyright permission before using any photos that are not your own, and you may not use celebrity or other company trademarks without permission.
- For Nu Skin's complete testimonial guidelines, please click here:  
[https://www.nuskin.com/content/dam/office/n\\_america/shared/en/nuskin\\_products/testimonial\\_guidelines.pdf](https://www.nuskin.com/content/dam/office/n_america/shared/en/nuskin_products/testimonial_guidelines.pdf)

## **GENERAL TERMS AND CONDITIONS:**

1. Only residents of the United States and Canada are eligible to enter.
2. All rewards are subject to availability. Nu Skin reserves the right to modify the reward without prior notification.
3. Nu Skin reserves the right to withhold final approval of any rewards pending verification of compliance with the Contest rules, terms and conditions. Nu Skin reserves the right, in its sole discretion, to suspend or discontinue the Contest if any suspected participant misconduct or other such actions impair the integrity of the Contest, or if otherwise required by law.
4. This Contest will terminate on March 4<sup>th</sup> 2021 Mountain Time for US and March 24<sup>th</sup> 2021 for Canada, unless terminated earlier by Nu Skin at its sole discretion.
5. Nu Skin reserves the right to amend the terms and conditions of the Contest and awards in its sole discretion. Nu Skin also reserves the right to interpret the rules of the Contest at its sole discretion and all company decisions shall be final.
6. Nu Skin reserves the right to disqualify and/or exclude from the Contest, in its sole and absolute discretion, any individual or Nu Skin distributorship for any reason or for no reason, including without limitation, violation of any portion of these official rules.
7. All Contest deadlines are subject to change without notice. The value of awards may be considered taxable income to the Contest participants, and all taxes are the sole responsibility of the participants who receive any awards. The Company reserves the right to decide which and how any awards of the Contest will be given and all Company decisions shall be final.
8. The Contest is void where prohibited by law and subject to all applicable laws and regulations in your jurisdiction. Nu Skin reserves the right to substitute awards of equal or greater value.
9. The laws of the State of Utah shall govern the Contest, and participants who are Distributors in the Contest hereby consent to the resolution of any disputes related the Contest solely through the process described in the Mediation and Arbitration Policy noted in the Distributor Policies and Procedures. All such mediation and arbitration will be performed within the exclusive jurisdiction and venue of Utah. Participants in the Contest who are not Distributors consent to the resolution of any disputes related to the Contest in the state or federal courts located in Salt Lake City, Utah. EACH PARTICIPANT AGREES THAT ANY CLAIMS WILL BE ADJUDICATED ON AN INDIVIDUAL BASIS, AND WAIVES THE RIGHT TO PARTICIPATE IN A CLASS, COLLECTIVE, PAGA, OR OTHER JOINT ACTION WITH RESPECT TO THE CLAIMS.

Each participant waives all objections to jurisdiction and venue and dispute resolution procedures. The Contest may only be participated in or from the United States and Canada, and only by legal residents of those markets. Participants from any other jurisdictions or non residents of those jurisdictions listed above are not eligible. By participating, participants release and hold harmless Nu Skin Enterprises, its subsidiaries, affiliates, directors, officers, employees and agents from any and all liability for any injuries, loss or damage of any kind arising from or in connection with the Contest or receipt or use of any awards. Award recipients may not use awards as income claims in promotion of the business opportunity.

10. Acceptance of any award shall constitute and signify the award recipient's agreement and consent that their name, address, likeness, before and after photos, testimonials or other material submitted in connection with the Contest and/or award information can be used for promotional purposes by Nu Skin Enterprises, Inc., or any of its subsidiaries or affiliates without further payment or consideration to the award recipient. Nu Skin shall have the right to copyright any materials provided under this Contest and to use the materials, in whole or in part, in any medium and for any purpose whatsoever.