

## QFIT REVOLUTION Official Rules

**1. Contest Period.** The Q Sciences 2019 REVOLUTION begins on July 05, 2019 at 12:01 AM Mountain Time and ends on September 22, 2019 at 11:59 PM Mountain Time.

Contestants who submit all required submission materials and complete all other requirements herein as determined by Q Sciences in accordance with these Official Rules will have entered the Contest and be considered for judging and eligible to receive a prize.

**2. Eligibility.** The Contest is open to Q Sciences' Ambassadors and Preferred Customers who are legal residents of the United States and Canada, Australia and European markets where Q Sciences is open and shipping, and at least eighteen (18) years of age at the time of entry. Additionally, Finalists must be able to attend the 2019 IMPACT Event to appear on stage during the weekend of Sep 26-28, 2019 in Orlando, Florida.

(i) Participants must be in good standing with the Company. For purposes of this Contest, good standing shall mean the Q Sciences Ambassadors who:

(a) execute an Ambassador agreement, which is in force with the Company;

(b) have their Q Sciences Membership paid and current; and

(c) are not in violation of the Company's Ambassador Agreement and/or Policies and Procedures;

(ii) Participants must have an active autoship order of at least 100 PV in place for two consecutive months (including qualifying products) between July 1, 2019 and September 22, 2019.

(iii) Participants must use the Company's qualifying products during the Contest Period ("Qualifying Products"). Qualifying Products: Q TRIM plus any of the following - Q ALIGN, Q ULTRA (any flavor), EQ (any flavor), Q CORE MAX, Q MAX PREMIUM.

(iv) Participants must have their qualified autoship order in place before registering for the Contest. Participants must have a current autoship in place at the conclusion of the Contest.

(v) Participants must post updates of their QFIT REVOLUTION journey on personal social media profiles or participate within the Q Sciences or QFIT Facebook Groups and must include one of the following hashtags: #QFIT, #QFITREVOLUTION or #QSCIENCES.

(vi) Participants may not use any other weight loss products or regimes (including those offered and/or sold by ANY competitors) or undergo any weight loss or weight management procedures or regimes, as generally defined by the health and wellness medical field.

(vii) Participant will have up to 60 days to complete the REVOLUTION from their chosen start date. During this period, the Participant shall actively take their choice of Qualifying Products listed above.

(viii) At the end of the 60-day period, the Contest will be deemed completed, and Participant must submit entry successfully.

**3. Contest Description.** During the Entry period, you will have the opportunity to submit your photos and inspirational story of how the Q Sciences QFIT REVOLUTION program has helped change your body and your life. At the end of the Entry Period, Q Sciences will sort all valid entries received into three (3) separate age categories: 18-30, 31-44, and 45 and older. The Q Sciences Corporate Team will then judge all such Entries to determine the top six (6) (1 male and 1 female in each of the three categories) best and most compelling transformation stories in each of the three (3) categories. At the conclusion of the Entry judging, Grand Prize voting will take place during the 2019 IMPACT Event by the Ambassadors in attendance.

Persons whose appearance or fitness or health transformation is, in whole or in part, the result of non-medically necessary plastic/cosmetic surgery, liposuction, steroids, human growth hormone, or any unnatural method of body enhancement or weight reduction of any kind are not eligible to enter the Contest and any such entries may be disqualified in Q Sciences' sole and absolute discretion.

**4. How to Enter.** In order to enter the Contest and be eligible to win a prize, you must meet all eligibility requirements herein and have provided all information required on your Submission Form including your current full name, age, gender, email, home address and telephone number. You must then submit a complete and valid Entry, which must adhere to the following guidelines:

**Entry Period Submission Materials.** During the Contest Entry Period, you must submit all of the required items listed in the paragraphs below via email to [qfit@qsciences.com](mailto:qfit@qsciences.com).

## **I. Required Materials.**

(A) Photographs: You must submit a minimum of one (1) "before" photograph that clearly shows face, body and holding Q TRIM product, and one (1) "after" photograph exhibiting your physical transformation, which are clearly dated as closely as possible to the date on which the photographs were taken. You may submit up to six (6) photos (showing one front, side, and back images each, for both "before" and "after."). You must designate one (1) "before" photograph and one (1) "after" photograph as the primary photographs that will be displayed to the Q Sciences community. Your designation of any primary photographs is not binding on the Contest judges, who have sole discretion to select which photos they will use to judge your Contest Entry. Your "before" and "after" photograph(s) must be dated any time after on or after July 5, 2019 but before September 23, 2019.

By participating in this Contest, the Participants expressly agree and consent to the Company's use of the Participant's name, photos or other likenesses, testimonials, location, and all other information provided to Q Sciences, for any and all purposes, including, but not limited to advertising, trade and/or promotion on behalf of Q Sciences, without further limitation, restriction or compensation, unless prohibited by law. This includes permission for Q Sciences to publish all aspects of the Participant's submissions and participation in any and all media worldwide, known or unknown, without limitation or additional compensation to the Participant, and to use the submitted information, including for purposes of marketing and promotion, subject to the Company's privacy policies and to the extent permitted by law. Participants agree to voluntarily transfer to Q Sciences all right, title and interest, including copyright to any submitted materials, including videos/photos submitted to or taken by Q Sciences, and hereby waive any and all privacy rights in and to their identifying information as may be provided under health privacy acts or ordinances and any other local, state or federal laws, unless otherwise applicable.

**(B) Essay Questions:** You must answer each of the mandatory essay questions contained on the Entry Submission Form. Answers to each of the questions must be written by you in the English language and be your original work.

**(C) Personal Statistics:** You must submit your age, gender, height, measurements, and your "before" and "after" weight. All "before" statistics, including weight, must be dated on or after July 5, 2019.

**Contest Entry Round Photograph and Essay Question Requirements.** Your photographs must show your body from head-to-toe and your entire face must be clearly visible in the photograph in order to be valid, you must be holding Q TRIM bottle in "before" photographs, and should be of the best quality possible, as image quality is part of the Judging Criteria. Photos must be a minimum of 100 KB in size. To the extent possible, your "before" and "after" photographs should be similarly posed and in the same or similar clothing so that the nature and extent of your physical transformation is evident. You must be alone, with no other persons in the photo. You must own the rights to all photographs submitted. Photographs may not be altered, retouched, or modified to enhance the appearance of your transformation. Any essay question answers submitted must be your original work, and must not be in any way copied, plagiarized, or taken from any other work. Q Sciences may disqualify, at its sole discretion, any submissions that violate the rights of any third party, or that contain any content that is lewd, pornographic, false, doctored, enhanced, offensive, or inappropriate in any manner. Limit one (1) Entry per individual during the Contest Entry Period. It is your responsibility to update your Q Sciences profile contact information as necessary.

**5. How Will the Contest Entries Be Judged?** On or after September 22, 2019, Q Sciences will judge all valid Entries pursuant to the Judging Criteria herein, and in its sole discretion, will determine the two (2) best and most compelling transformation stories – one male and one female - in each of the three (3) categories for a total of six (6) Finalists, who will be eligible to compete for the Grand Prize voting at the IMPACT Event in Orlando, Florida. The Entries shall be judged by a panel of judges selected by Q Sciences based on the following criteria:  
Photographs (40%): The overall transformation of a contestant's physical appearance.  
Statistics (30%): The overall healthiest transformation result as evidenced by statistical/measurement changes (including weight loss and muscle gain).  
Essay Question Answers (30%): The essay answers will be judged on the contestant's true and unique transformation story, as well as how the QFIT Revolution impacted their life.

**6. How Will the Final Round Entries be Judged?** Once Q Sciences has selected the six (6) Finalists, the Corporate Staff will post each of the Finalist's entries on or before September 26, 2019 at 12:00 PM MT through September 27, 2019 at 11:59 PM MT. During that period, members of the Q Sciences community will be able to view the entries and cast 1 vote in each gender group for the entry or entries they believe exemplify the best and most compelling overall transformation(s). All votes are final at the end of the Grand Prize Voting Period. The votes of the Q Sciences community will account for seventy-five percent (75%) of the Grand Prize scoring to determine the potential Grand Prize and Runner-up Prize winners. Additionally, each of the six (6) Finalists' Entries shall be judged by a panel of judges selected by Q Sciences for the remaining twenty-five percent (25%) of the total score.

**Restrictions Around Obtaining Community Votes:** Contestants are prohibited from obtaining community votes in the Grand Prize Round by any fraudulent or inappropriate means, including, without limitation, offering prizes or other inducements to prospective voters. Q Sciences reserves the right, in its sole discretion, to nullify all votes obtained via such means and to disqualify contestants who are found to be engaging in such conduct from the Contest.

**7. Winner Announcement, Notification, and Requirements.** The six (6) Finalists will be announced by Q Sciences via its official websites and social media pages. Winners of the Preliminary Round will be notified on or after September 22, 2019. The Grand Prize winner and Runner-up Prize winners will be announced LIVE at the Q Sciences 2019 IMPACT Event. Q Sciences reserves the right to announce the winners at earlier or later dates. Each potential prize winner will be notified by Q Sciences via email or by telephone. You acknowledge and grant Q Sciences the ability in its sole discretion to announce your name and reproduce the contents of any entry you submit on its websites, social media pages, or in any other form of public communication, subject to Q Sciences' Privacy Policy. Each Contest Entry winner will be required to sign and return, within seven (7) calendar days of notification or attempted notification, an affidavit of eligibility, a liability waiver, and where allowable, a Publicity Release.

Each prize winner will also be required to complete and return a W-9 Form or other appropriate tax form based on the prize winner's place of residence, which will require the prize winner to furnish his/her Social Security Number, Passport Number, or other similar identification number (to the extent applicable) for the sole purpose of tax reporting, as required by law. If a contestant fails to sign and return the Releases or tax form (as applicable) within the required time period, then, to the extent permissible by applicable law, the winner's prize will be forfeited and, at Q Sciences' sole discretion, retained by the Company or awarded to an alternate potential winner receiving the next highest score pursuant to the applicable judging criteria. It is solely the responsibility of each contestant to make sure his/her Q Sciences Ambassador or Customer account information is accurate and current.

Failure to return the required documentation may result in disqualification. No transfer, substitution, or cash equivalent for any prize is permitted, except in Company's sole discretion. Each prize winner is responsible for all federal, state and local taxes and fees associated with prize receipt and/or use. The participation of any individual in this Contest is solely at his/her own risk and responsibility.

**Availability for the Q Sciences 2019 IMPACT Event.** In order to receive a prize, you must be available to attend the 2019 IMPACT Event, which is currently scheduled to take place on September 26-28, 2019 in Orlando, Florida. As an express condition to your entry for the Grand Prize and/or acceptance of a prize, you will be required, in Q Sciences' sole discretion, to provide an on-camera interview to take place during the 2019 Q Sciences IMPACT Event. Finalists MUST have purchased an IMPACT event ticket on or before September 22, 2019. All Finalists are responsible for air fare and accommodations for the 2019 IMPACT event.

**Verification of Potential Winners:** All potential winners are subject to verification by Q Sciences, whose decisions are final and binding in all matters related to the Contest. A contestant is not a winner of any prize unless and until eligibility has been verified and contestant has been notified that verification is complete.

**8. Prizes.** Subject to these Official Rules and Q Sciences' application of the judging criteria, the prizes are as follows:

**Finalist Prize.** Each of the three (3) runners-up (i.e., the three Finalists who do not receive the Second Runner-up, First Runner-up or Grand Prize) will be awarded a prize consisting of 1 year (12 months) of free Q Sciences Products – at 100 PV per month for an approximate total prize value of up to \$1,920 plus applicable taxes and free shipping. Prize will be granted via product credit on the Ambassador's or Customer's Q Sciences account. The 100 PV per month of free product does not count toward activity status, no commissions will be paid free product, or qualify for any other Q Sciences promotion or program.

**Second Runner-up.** The Second Runner-up will receive a \$5,000 prize to be paid via Corporate check and sent via registered mail to the address on their Q Sciences Account.

**First Runner-up.** The First Runner-up will receive a \$7,500 prize to be paid via Corporate check and sent via registered mail to the address on their Q Sciences Account.

**Grand Prize.** The Grand Prize winner will receive a grand prize of \$10,000 to be paid via Corporate check and sent via registered mail to the address on their Q Sciences Account.

**9. Release/s.** YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT THE CONTEST AND YOUR PARTICIPATION IN ANY ACTIVITIES IN CONNECTION WITH THE CONTEST MAY HAVE POTENTIALLY SIGNIFICANT AND INHERENT RISKS AND DANGERS THAT NO AMOUNT OF CARE, CAUTION, INSTRUCTION, OR EXPERTISE CAN ELIMINATE. YOU HEREBY ACKNOWLEDGE AND WILLINGLY, EXPRESSLY AND VOLUNTARILY ASSUME ALL THESE RISKS WHICH MAY RANGE FROM MINOR INJURIES TO SEVERE PERSONAL AND/OR BODILY INJURY, DEATH OR DAMAGE TO OR LOSS OF PROPERTY OR PRIVACY, AND ANY RESULTING DAMAGES OR EXPENSES. YOU AGREE THAT YOU WILL NOT PARTICIPATE OR BE INVOLVED IN THE ACTIVITIES UNLESS YOU ARE IN THE PROPER PHYSICAL CONDITION (INCLUDING BY OBTAINING PROPER ADVICE FROM YOUR MEDICAL PROVIDER IF APPLICABLE) AND WILL IMMEDIATELY STOP ANY ACTIVITY IF YOU FEEL PAIN, DIZZINESS OR OTHER DISCOMFORT.

By participating in the Contest in any way, uploading or making any Entry, or taking receipt of or using any prize that may be awarded, you agree to release and hold harmless Q Sciences and their respective parent companies, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's 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 of property or privacy arising out of your participation in the Contest, the Activities, any posting online or otherwise of any part of your Entry for voting or otherwise, and/or receipt or use or misuse of any prize that may be awarded. NOTHING IN THESE OFFICIAL RULES SHALL DISCLAIM, LIMIT OR EXCLUDE LIABILITY FOR ANY LIABILITY WHICH MAY NOT BE DISCLAIMED, LIMITED OR EXCLUDED PURSUANT TO APPLICABLE LAW.

**10. General Conditions.** Void in any state or country where prohibited by law. Winning or accepting any prize that may be awarded in the Contest is contingent upon fulfilling all tax, regulatory, and legal obligations (including completion of any forms required in connection therewith) and any other requirements set forth in these Official Rules, which shall all be solely at each contestant's obligation. The judging panel's decisions shall be final. Q Sciences reserves the right to cancel, suspend, and/or modify the Contest at any time and for any reason.

**11. Privacy Policy.** All Entries in the Contest are subject to Q Sciences' Privacy Policy. Q Sciences is the data controller of any personal data you provide in connection with your participation in the Contest.

By entering this Contest, you agree to receive commercial electronic messages from the Company. If you want to opt-out of receiving such communications from Q Sciences, make your request to QFIT@QSCIENCES.com.

#### **Additional Contest Rules**

Employees of Q Sciences and its respective subsidiaries, affiliates, and agents, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such person are not eligible. The Contest is subject to all applicable federal, state and local laws and regulations. Void where prohibited by law. Contest Participants are referred to as "you", "your" or "their".

Alternate Means of Entry for Arizona, Colorado, Maryland and North Dakota Residents: Ambassadors or Preferred Customers in good standing residing in Arizona, Colorado, Maryland and North Dakota may enter without a product purchase by emailing your name, email, address, city, state, zip code and phone number to: QFIT@QSCIENCES.com. Please use "QFIT REVOLUTION" in the subject line of the email. Entries must be received during the Contest Period by Company no later than 11:59 p.m. EDT on September 22, 2019. Limit one (1) entry per email per person.

Odds of winning depend on the total number of eligible entries received by the submission deadline.

By participating in this Contest, Participants agree to release, hold harmless, and agree to not institute any claim (including a class action claim) against the Company, Facebook, Inc. and all co-sponsors of the Contest and each of their respective parent companies, affiliates, subsidiaries, and their respective officers, directors, employees, agents, and representatives (collectively "Released Parties") from any and all liability whatsoever for any injuries, losses or damages of any kind from or in connection with, either directly or indirectly; (i) the awarding, acceptance, receipt, possession, use and/or misuse, of any prize awarded herein; and/or (ii) participation in the Contest.

IN NO EVENT WILL Q SCIENCES, ITS AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, ITS ADVERTISING AND PROMOTIONAL AGENCIES, OR ITS DIRECTORS, OFFICERS, PARTNERS, EMPLOYEES ATTORNEYS, AGENTS AND REPRESENTATIVES, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, WHETHER IN CONTRACT, TORT OR OTHERWISE AND INCLUDING INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF SUCH DAMAGES ARE FORESEEABLE, AND WHETHER OR NOT THE INDEMNIFIED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING FROM THIS CONTEST. BY PARTICIPATING THE PARTICIPANT AGREES THAT THESE RULES ARE SUBJECT TO CHANGE WITHOUT NOTICE TO THE PARTICIPANT.

All issues and questions regarding the construction, validity, interpretation, and enforceability of these Contest rules, or the rights and obligations of Participants and Company in connection with the Contest, shall be governed by, and construed in accordance with the laws of the State of Utah without regard to conflicts of laws principles. The Participant agrees that all disputes in connection with this Contest shall be resolved exclusively before a court of competent jurisdiction located in Pleasant Grove, Utah, and Participant hereby agrees to personal jurisdiction of that court. Except where prohibited, by participating in this Contest, each entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Contest, or awarding of the prizes, shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Contest but in no event attorneys' fees; and (c) under no circumstances will any participant be permitted to obtain awards for and 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. Some jurisdictions do not allow the limitations or exclusion of liability for incidental or consequential damages, so the above may not apply to you. Entry materials/ data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. No responsibility is assumed for: (i) lost, late, misdirected, damaged, garbled, or illegible entries; (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission or failure to receive entry information by Q Sciences on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to your or any other person's computer related to or resulting from participating in this Contest. By participating in this Contest, you (i) agree to be bound by these Official Rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Q Sciences, which are final and binding in all matters relating to this Contest. Failure to comply with these Official Rules may result in disqualification from this Contest.