

NUTRISYSTEM, INC. OFFICIAL PLEDGE TO PROGRESS PROMOTION RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT IMPROVE CHANCES OF WINNING. THIS PROMOTION IS OPEN TO LEGAL U.S. RESIDENTS ONLY, WHO MEET THE ELIGIBILITY REQUIREMENTS (AS DEFINED IN THE RULES BELOW). VOID WHERE PROHIBITED BY LAW.

ELIGIBILITY: The Nutrisystem Pledge to Progress promotion (the "**Promotion**") is open only to legal residents of the United States who are eighteen (18) years of age or older at the time of entry. Employees of Nutrisystem or any other company involved in the Promotion, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. People who have been remunerated by Nutrisystem in excess of \$500, including winners of previous Nutrisystem contests or sweepstakes, are ineligible. **PLEASE NOTE:** The Nutrisystem®D® plan will be provided to all winners randomly chosen/selected who have Type II diabetes or who have been diagnosed with pre-diabetes. The Nutrisystem® Core Plan and the Nutrisystem® D® Core Plan, if applicable, will be provided to all winners randomly/chosen/selected who are residents of AK, HI, PR, US Territories and its possessions, or who have an APO or PO Box. The Promotion is subject to federal, state, and local laws and regulations.

SPONSOR: The Promotion is sponsored by Nutrisystem Inc., 600 Office Center Drive, Fort Washington, PA 19034 (the "**Sponsor**"). This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. You understand that you are providing your information to Sponsor and its affiliates and not to Facebook and that the Promotion platform is powered by Votigo. Please refer to Votigo [privacy policy](#).

AGREEMENT TO OFFICIAL RULES: Participation in the Promotion constitutes your full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding.

TIMING: The Promotion begins at 9:00 a.m. Eastern Time ("ET") on Tuesday, January 2, 2018 and ends at 11:59 p.m., ET on Monday, January 29, 2018 (the "**Promotion Period**"). All entries submitted electronically at <https://goo.gl/VgXMV5> (powered by Votigo) must be in the Sponsor's possession by 11:59 p.m. ET on Sunday, January 29, 2017.

The Promotion: This Promotion consists of two parts, each with their own prizes: (A) chance for all entrants to win a 3-month Nutrisystem®Uniquely Yours customized plan; AND (B) a contest to win a cash grand prize plus reimbursement for the first Nutrisystem plan order. Entry and prize details for each are provided below.

HOW TO ENTER TO WIN THE FIRST PRIZE:

For a chance to win a 3-month Nutrisystem Uniquely Yours customized plan, simply visit the link and provide your name, date of birth, email address, phone number, state of residence and why you pledge to get healthy this year. Then, click to submit the form. Only electronic entries of this form submitted online during the Promotion Period will be accepted.

HOW TO ENTER TO WIN THE GRAND PRIZE:

(1) Visit the link, complete and submit the online form, including your name, date of birth, email address, phone number, state of residence and why you pledge to get healthy this year, and purchase a Nutrisystem 4-week plan. Along with your purchase, you must submit why you pledge to get healthy this year ("Submission Entry") that will be judged by Sponsor.

OR

(2) **No Purchase Entry Option to win the Grand Prize.** To enter without purchasing a Nutrisystem 4-week plan, clearly and legibly provide your name, date of birth, email, day time phone number, state of residence, and the Submission Entry referenced above on a white piece of paper and mail it to:

Nutrisystem Pledge to Progress Contest
Attn: Nutrisystem Social Media Team
Nutrisystem, Inc.
600 Office Center Drive
Fort Washington, PA 19034

Sponsor will determine the Grand Prize Winner, in its sole discretion, by reviewing and judging each Submission Entry based on originality and creativity, and how inspirational your story is. Submission Entries must be no less than 250 characters (with spaces) and no more than 1,500 characters (with spaces) to be eligible.

PLEASE NOTE: All entries must be RECEIVED by Nutrisystem by 11:59 p.m., E.T., on Monday, January 29, 2018. No exceptions.

SPONSOR'S RIGHTS TO SUBMISSIONS: By submitting your Submission Entry, you grant to the Sponsor and its agents the irrevocable right in perpetuity to reproduce, publish, and use your Submission Entry, name, biographical information, and opinions in any way, in any and all media, without limitation and without further compensation. By submitting a Submission Entry, you warrant that you have the ability to grant the aforementioned rights to the Sponsor and its agents. You further agree not to instigate, support, maintain or authorize any action, claim or lawsuit against Facebook or Votigo, the Sponsor, or its agents, on the grounds that any use of the Submission Entry, or any of derivative works, infringes your rights or the rights of any other person. You further agree to release and hold Facebook, Votigo, and the Sponsor harmless in the event that any third party instigates such an action against the Sponsor. Nothing herein shall constitute an employment, joint venture, or partnership relationship between you and the Sponsor or you and Facebook.

PRIZES:

First Prize Drawing: Upon conclusion of the Promotion Period, three (3) First Prize Winners will be randomly selected to win a 3-month Nutrisystem Uniquely Yours customized plan. (Retail value: \$4,762.98)

Grand Prize Drawing: Upon conclusion of the Promotion Period, (2) Grand Prize Winners will be selected by Sponsor using the selection criteria set forth above to win \$1,000 in cash, payable in the form of a corporate check delivered within approximately forty-five (45) days of winner verification. Grand Prize Winners who purchased the Nutrisystem 4-Week Plan will also be reimbursed for their first Nutrisystem order. (Retail value: approx. \$3,058.44)

The First Prize and Grand Prize Winners will be notified on after the end of the Promotion Period but no later than February 9, 2018.

Entry Restrictions:

- Entrants may submit one entry each for the First Prize and Grand Prize.
- Entrants who win the Grand Prize are not eligible to win a First Prize.

FOR ALL PRIZES: Prizes are not transferable or refundable and must be accepted as awarded. Total approximate retail value (ARV) of prize is \$7,821.42. Odds of winning are contingent upon number of entrants.

WINNER SELECTION: Potential winners will be notified by e-mails provided by the entrant and may be required to execute and return an affidavit of eligibility, a liability release and, where lawful, a publicity release within four (7) days of date of receipt. If such documents are not returned within the specified time period, prize notification is returned as undeliverable, or such potential winner is not in compliance with these rules, prize will be forfeited and, at Sponsor's discretion, an alternate winner selected. Only the above prizes (and quantity) will be awarded. Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Winners may not substitute, assign or transfer a prize, but Sponsor reserves the right, at its sole discretion, to substitute a prize (or portion thereof) with one of comparable or greater value, at its sole discretion. Winner is responsible for all applicable federal, state, local and luxury taxes, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided, such as ground transportation, meals, and other incidentals. All prize details are at Sponsor's sole discretion. The winner may appear on our websites and other media channels.

GENERAL CONDITIONS: In the event that the operation, security, or administration of the Promotion is impaired in any way for any reason, the Sponsor may, in its sole discretion, suspend the Promotion to address the impairment and then resume the Promotion in a manner that best conforms to the spirit of these Official Rules. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the operation of the Promotion or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

RELEASE AND LIMITATIONS OF LIABILITY: By participating in the Promotion, entrants agree to release and hold harmless Facebook, Fotigo, the Sponsor, their related companies, and 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 Promotion or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Promotion; (b) printing errors; (c) lost, late, postage-due, misdirected, or undeliverable mail; (d) errors in the administration of the Promotion or the processing of entries; or (e) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's use of a Nutrisystem program, participation in the Promotion, or use of any prize. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Promotion, and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

DISPUTES: Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Pennsylvania. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of Pennsylvania, without giving effect to any choice of law or conflict of law rules (whether of Pennsylvania or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Pennsylvania.

WINNERS LIST: To obtain the winners' names, send a hand-printed, self-addressed, stamped envelope to "Nutrisystem Pledge to Progress Promotion," ATTN: Nutrisystem Social Media Team, Nutrisystem Inc., 600 Office Center Drive, Fort Washington, PA 19034. Requests must be received by February 28, 2018.

THANK YOU

Thank you for entering the "Nutrisystem Pledge to Progress Promotion"

Best wishes,

The Nutrisystem Social Media Team