

NUTRISYSTEM, INC. OFFICIAL SEASON TO CELEBRATE SWEEPSTAKES RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT IMPROVE CHANCES OF WINNING. THE FOLLOWING SWEEPSTAKES 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 Season to Celebrate Sweepstakes (the "**Sweepstakes**") 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 Sweepstakes, 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 are not eligible. The Sweepstakes is subject to federal, state, and local laws and regulations.

SPONSOR: The Sweepstakes 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 sweepstakes platform is powered by Votigo. Please refer to [Votigo privacy policy](#).

AGREEMENT TO OFFICIAL RULES: Participation in the Sweepstakes 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 Sweepstakes begins at 9:00 a.m. Eastern Time ("ET") on Friday, December 1, 2017 and ends at 11:59 p.m., ET on Friday, December 22, 2017 (the "Sweepstakes Period"). All entries submitted electronically at <http://bit.ly/2dsDY7u> must be in the Sponsor's possession by 11:59 p.m. ET on Friday, December 22, 2017. Mail-in entries will be eligible to enter drawing when received during Sweepstakes Period. No exceptions.

HOW TO PARTICIPATE: You must complete the following in order to enter.

SUBMIT YOUR ENTRY: Only entries submitted online at <http://bit.ly/2dsDY7u> will be accepted (powered by Votigo). Visit <http://bit.ly/2dsDY7u> and complete the online entry page, including your name, your date of birth, your email address, your phone number, your state of residence and answer to the statement "Share with us a healthy change you made in 2017." Then, answer the following question found on the entry form by selecting "Yes" or "No" to the statement, "I want to receive special offers & weight loss tips!" Click the "Submit" button to submit your entry. Once your entry is submitted, you will be taken to a Thank You page.

If you are entering Sweepstakes through the mail, follow the mail-in instructions.

ALL ENTRIES submitted online at <http://bit.ly/2dsDY7u> (powered by Votigo) must be RECEIVED by Nutrisystem by 5:00 p.m. ET on the deadline of Friday, December 22, 2017. No exceptions. Mail-in entries will be eligible to enter drawing when received during Sweepstakes Period. No exceptions.

To submit your entry by mail: On a piece of paper, write your name, your date of birth, your email, your phone number, your state of residence and answer to the statement "Share with us a healthy change you made in 2017."

Mail your entry to the following address:

Nutrisystem Runway Getaway Sweepstakes
Attn: Nutrisystem Social Media Team
Nutrisystem, Inc.
600 Office Center Drive
Fort Washington, PA 19034

SPONSOR'S RIGHTS TO SUBMISSIONS: By submitting your entry, you grant to the Sponsor and its agents the irrevocable right in perpetuity to reproduce, publish, and use your entry, name, biographical information, and opinions in any way, in any and all media, without limitation and without further compensation. By submitting an 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 Fotigo, the Sponsor, or its agents, on the grounds that any use of the entry, or any of derivative works, infringes your rights. You further agree to release and hold Facebook, Fotigo, 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:

One (1) winner will be chosen at random upon conclusion of the Sweepstakes Period and will receive \$1000 in cash. Winner will be notified on December 18, 2017 or after the end of the Sweepstakes Period.

FOR ALL PRIZES: Prizes are not transferable or refundable and must be accepted as awarded. Total approximate retail value (ARV) of prize is \$1000. Odds of winning are contingent upon number of entrants.

WINNER SELECTION:

Potential winner will be randomly selected by Nutrisystem. Potential winner will be notified by e-mail as supplied 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 (4) 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 Sweepstakes is impaired in any way for any reason, the Sponsor may, in its sole discretion, suspend the Sweepstakes to address the impairment and then resume the Sweepstakes 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 Sweepstakes 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 Sweepstakes 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 Sweepstakes, participants agree to release and hold harmless Facebook, Fotigo, the Sponsor, its 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 Sweepstakes or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) printing errors; (c) lost, late, postage-due, misdirected, or undeliverable mail; (d) errors in the administration of the Sweepstakes 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 participant's

use of a Nutrisystem program, participation in the Sweepstakes, or use of any prize. Participant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney's fees. Participant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

DISPUTES: Except where prohibited, participant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes 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, participant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, 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 winner's name, send a hand-printed, self-addressed, stamped envelope to "Nutrisystem Season to Celebrate Sweepstakes," ATTN: Nutrisystem Social Media Team, Nutrisystem Inc., 600 Office Center Drive, Fort Washington, PA 19034. Requests must be received by December 31, 2017.

THANK YOU

Thank you for entering the "Nutrisystem Season to Celebrate Sweepstakes"

Best wishes,

The Nutrisystem Social Media Team