

**#DEARFUTUREME 2017 SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.

1. ELIGIBILITY: Open only to legal residents of the 50 United States and Washington, DC, who are at least 18 years of age and the age of majority in their state of residence at time of entry. Employees, officers and directors of The Nature's Bounty Company ("Sponsor"), Votigo, Inc. and their respective parent companies, subsidiaries, affiliates, partners, advertising and promotion agencies, manufacturers or distributors of promotion materials (collectively "Sweepstakes Parties"), and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees, officers and directors are not eligible to enter. All federal, state and local laws and regulations apply. Void where prohibited by law. Entrants must have a valid email address, which may be used to verify potential winners. You are not authorized to participate in the Sweepstakes if you are not located within the 50 United States or the District of Columbia. All federal, state and local laws and regulations apply.

2. SWEEPSTAKES ENTRY START/END DATES. Sweepstakes begins at 12:00:01 AM (ET) on January 23, 2017 and ends at 11:59:59 PM (ET) on March 20, 2017 ("Sweepstakes Period").

3. THREE WAYS TO ENTER: During the Sweepstakes Period, take a photo that represents your commitment to your future health now (a "Dear Future Me Photo" or "Photo") and upload the Photo via one of the following methods:

- **TWITTER:** Log onto your Twitter account and publicly tweet your "#DearFutureMe Photo" with the hashtags #DearFutureMe and #Sweepstakes to be entered into the Sweepstakes. Your tweet must include the hashtags #DearFutureMe and #Sweepstakes to be entered into the Sweepstakes. You must be an active holder of a non-private Twitter account to be eligible to enter this Sweepstakes via Twitter (i.e., you must make sure your tweets are set to "public" and not "private"). Submissions removed, hidden or deleted from public viewing prior to date of winner verification will be disqualified. You must have a Twitter account to enter via this method. If you do not have a Twitter account, you can create one by visiting www.twitter.com. Twitter accounts are free.
- **INSTAGRAM:** Access the Instagram application on your mobile device and publically Instagram your "#DearFutureMe Photo" using the hashtags #DearFutureMe and #Sweepstakes to be entered into the Sweepstakes. Your post must include the hashtags #DearFutureMe and #Sweepstakes to be entered into the Sweepstakes. You must make sure the "Photos Are Private" option in the account settings on your Instagram account are set to "OFF". Submissions removed, hidden or deleted from public viewing prior to date of winner verification will be disqualified. You must have an Instagram app and account to enter via this method. If you do not have the Instagram app, you may download it through the application store on your device. The Instagram app is free.
- **SPONSOR'S SITE:** Go to Sponsor's website located at naturesbounty.votigo.com/dearfutureme ("Sponsor's Site") and click "upload photo." You will then be directed to complete the registration form (by including your first and last name, email address, age, sex, city and state and answering a yes or no question) and to upload your "#DearFutureMe Photo" with a short description via the text box. You must have a valid email address to enter via this method.

All entry information, captions, Photos, tweets and posts shall be collectively referred to herein as the "Submissions" or each as a "Submission."

Limit one (1) Submission per person / per calendar day of the Sweepstakes Period, regardless of method of entry. While entrants can enter once per day throughout the Sweepstakes Period, each Photo submitted by that

entrant must be different, as determined by Sponsor in its sole and absolute discretion. For clarity, entrants are not permitted to submit the same Photo more than once during the Sweepstakes Period. An entrant can use only one Twitter, one Instagram, and one email account to enter. Entries will not be judged but must comply with the Submission Guidelines below in Rule #4. Any additional content included with Photo will be considered part of the Submission and must also comply with the Submission Guidelines. All terms and conditions of Twitter.com and Instagram.com apply. Multiple entrants are not permitted to share the Twitter or Instagram account. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different Twitter, Instagram or email accounts, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any Twitter, Instagram or email account, the authorized account holder of the email address used to register on the platform or for the account will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder.

If you choose to enter via Twitter or Instagram using your mobile device, standard data fees may apply. You should consult your wireless service provider's pricing plan for details. You agree to incur any and all charges demanded by your wireless carrier. You should also check your device's features for capabilities and check the device manual for specific use instructions.

All entries become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Proof of submission will not be deemed to be proof of receipt by Sponsor. By entering the Sweepstakes, entrants fully and unconditionally agree to be bound by these rules and the decisions of the judges, which will be final and binding in all matters relating to the Sweepstakes.

4. **Entry Requirements:** Photos must be in one of the following formats: .jpg, .png or .gif file and be under 20MB. All Entries must be in English and must comply with these Official Rules and the registration instructions, as determined in Sponsor's sole discretion, to be eligible. All Entries must be the sole, original work of the Entrant. Entrants may not copy or otherwise plagiarize any portion of the Entry from any other source. Entries must not have been published previously or have been submitted in any other competition. The Entrant must own all rights in and to the Entry. Entries must be in keeping with Sponsor's image, or desired image, or they will be disqualified. Entries must comply with regulatory guidelines. The Entry may not contain obscene, profane, lewd, defamatory or inappropriate images or text; and may not include nudity, acts of violence, acts that appear to cause injury or harm, or acts that are illegal or dangerous, as determined in Sponsor's sole discretion. **Entries may not contain any third party materials, including music and may not contain any materials that violate or infringe (or may be at risk of infringing) any third party rights, including without limitation copyright (INCLUDING MUSIC), trademark rights, privacy rights (including portrayal in a false light), publicity rights, or other intellectual property rights. Entries must not contain logos (other than Nature's Bounty®), marks that identify a brand (Nature's Bounty®), or other personal or proprietary materials of any entity or person living or deceased.** Entries must not display any unacceptable clothing or adornments, or identifiable commercial/corporate advertising from Sponsor's competitors (including but not limited to corporate logos, brand names and slogans). Entries must not include threats to any person, place, business, or group; it must not invade privacy or other rights of any person, firm, entity, and it must not in any way violate applicable federal, state, or local laws and regulations. Entries must not refer, depict or in any way reflect negatively upon the Sponsor, the Sweepstakes or any other person or entity and must be suitable for presentation in a public forum. If entry contains any identifiable person(s) other than the entrant, by entering this Sweepstakes, entrant attests that he/she has received permission from other person(s) depicted in the photo for Sponsor to use their likenesses for publicity including, but not limited to posting on website and must make written copies of such permissions available to the Sponsor upon request. **Persons under the age of 18 may not appear in a photo submission.** Entrant must receive prior written

permission from the photographer of the photo if the photo submission was taken by someone other than the entrant him/herself. Entrant must make written copies of such permissions available to the Sponsor upon request. Sponsor may, in its sole discretion, post selected Entries/Submissions online, which will have no bearing on eligibility or winner determination. Entries/Submissions may be removed by Sponsor at any time for any reason. Sponsor has the sole discretion to determine whether an Entry is eligible. Twitter entries must comply with Twitter Rules and Twitter Terms of Service. Instagram entries must comply with Instagram Terms and Policies. Any Entry that violates these rules or is otherwise objectionable (as determined solely by Sponsor), will not be considered and will be disqualified. Automated, script, macro or robotic Entries will be disqualified.

By entering, (1) entrant certifies that the Submission he/she submitted is his/her own original work and he/she holds all rights to the Submission (including the Photo), that the Submission has not won a previous prize or award and that he/she has followed and complied with the Official Rules of the Sweepstakes; and (2) entrant hereby grants Sponsor the right to: (a) use entrant's name, Instagram handle, Twitter handle and/or likenesses, and reproduce/distribute all Submissions (including the Photo), in any and all media throughout the world in perpetuity, (b) alter, amend, edit or change Submissions (including Photos) prior to distribution and (c) use, distribute, reproduce, alter, amend and copyright entries/photo submissions for purposes of advertising and trade, without further compensation, unless prohibited by law.

Sponsor's Limited License: Sponsor grants eligible entrants a limited, revocable, non-sublicensable license to use the NBTY brand names, logos and/or trademarks (collectively, "Sponsor IP") in connection with the Promotion for the sole purpose of creating and submitting the Submission for review and assessment in this Promotion. Entrants are not permitted to make any further use of Sponsor's IP for any purpose whatsoever. In addition, entrants recognize that all right, title, and interest in Sponsor's IP as well as all derivative works created using Sponsor's IP shall vest exclusively to the Sponsor, and entrant agrees that he/she has not and will not take any action that might harm or adversely affect such rights. No right, title, or interest in and to the Sponsor's IP except for the limited license granted to entrant in these Official Rules is transferred or created.

Each entrant acknowledges that other entrants may have used ideas and/or concepts in their Submission that may be similar in idea or concept to what is included in entrant's Submission. Each entrant understands and agrees that he/she shall not have any claim against any other entrant or Sponsor arising out any such similarity or be entitled to any compensation because of any such similarity.

5. **RANDOM DRAWING:** One (1) winner will be randomly selected on or about March 30, 2017 from among all eligible entries received by Votigo, Inc., an independent judging organization whose decisions are final. Odds of winning will depend upon the number of eligible entries received. Potential winner will be notified on or about April 10, 2017 in the following manner:

- If a Twitter entrant is the potential winner, he/she will be notified by a tweet, retweet or reply to potential winner's Submission and/or a Twitter direct message. If potential winner is not a follower of @NaturesBounty on Twitter, he/she may be contacted by @NaturesBounty via a tweet and requested to follow @NaturesBounty so he/she may be contacted via Direct Message for verification.
- If an Instagram entrant is the potential winner, he/she will be notified by a direct message and/or by Sponsor posting a comment to the potential winner's Submission on his/her Instagram account.
- If a Sponsor's Site entrant is the potential winner, the potential winner will be notified via email by Sponsor to the email address provided at entry.

Potential winner will be required to email Sponsor or Sponsor's representative with his or her required contact information (e.g., full name, mailing address, email address, etc.) within five (5) calendar days (including Weekends and Postal Holidays) of notification being sent by Sponsor in order to claim his or her prize.

6. Sponsor assumes no responsibility for undeliverable notification resulting from any form of active or passive filtering by Twitter/Instagram/Internet service provider/e-mail client or for insufficient space in user's account to receive notification. Return of any notification as undeliverable will result in disqualification of potential winner and an alternate potential winner will be selected, time permitting. Potential winner will then be required to complete and return required documents as detailed in Rule #6 and #7. **AVAILABLE PRIZE & APPROX. RETAIL VALUE:** One (1) Prize - A New Year, New Future You prize pack, which includes: (i) one year's supply of assorted Nature's Bounty vitamins and supplements, (ii) one Fitbit Surge Fitness Superwatch, (iii) and a one-year gym membership for a gym selected by the winner (but up to a maximum of \$100 per month for 12 months). The gym membership may be provided in the form of monthly vouchers or payments, direct payment(s) to the gym designated by winner, or as otherwise determined by Sponsor in its sole discretion. Prize is non-transferable and cannot be redeemed for cash. Approximate Retail Value of the Grand Prize ("ARV"): \$2,450.

7. No prize substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use. Sweepstakes winnings will be reported to the Internal Revenue Service and winner can expect to receive a 1099 tax form for prizes which total more than \$600 for the year. All taxes and unspecified expenses are the responsibility of winner. Limit one prize per household.

8. **GENERAL RULES:** Potential winner will be required to complete and return an Affidavit of Eligibility, Release of Liability, Prize Acceptance Form and, if legally permissible, a Publicity Release within 5 calendar days of attempted delivery of same. Noncompliance within this time period or return of any prize/prize notification as undeliverable will result in disqualification without further notice and an alternate winner may be selected, time permitting. If a potential winner cannot be contacted within five (5) calendar days of first notification attempt, if any prize or prize notification is returned as undeliverable, if any potential winner rejects his/her prize or in the event of noncompliance with these Sweepstakes rules and requirements, such prize will be forfeited and may be awarded to an alternate (time-permitting). Upon prize forfeiture, no compensation will be given. All applicable federal, state and local taxes on prize and any expenses relating to the acceptance/use of prize not specified herein are the sole responsibility of winner. In no event will more than the stated number of prizes be awarded **BY PARTICIPATING, ENTRANTS AND WINNERS AGREE TO RELEASE AND HOLD HARMLESS SPONSOR, OTHER SWEEPSTAKES PARTIES, TWITTER, INSTAGRAM AND THEIR ADVERTISING AND PROMOTIONS AGENCIES AND THEIR RESPECTIVE PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, PARTNERS, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS AND DIRECTORS (COLLECTIVELY, "RELEASED ENTITIES"), FROM ANY AND ALL LIABILITY, FOR LOSS, HARM, DAMAGE, INJURY, COST OR EXPENSE WHATSOEVER INCLUDING WITHOUT LIMITATION, PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH WHICH MAY OCCUR IN CONNECTION WITH, PREPARATION FOR, TRAVEL TO, OR PARTICIPATION IN SWEEPSTAKES, OR POSSESSION, ACCEPTANCE AND/OR USE OR MISUSE OF PRIZE OR PARTICIPATION IN ANY SWEEPSTAKES-RELATED ACTIVITY AND FOR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, INVASION OF PRIVACY, COPYRIGHT INFRINGEMENT, TRADEMARK INFRINGEMENT OR ANY OTHER INTELLECTUAL PROPERTY-RELATED CAUSE OF ACTION.** Entrants who do not comply with these Official Rules, or attempt to interfere with this Sweepstakes in any way shall be disqualified. Sponsor is not responsible if Sweepstakes cannot take place or if any prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism. Acceptance of prize constitutes permission for the Sponsor and its agencies to use winners' names, Twitter handles, Instagram handles, and/or likenesses for purposes of advertising and trade throughout the world in perpetuity, without further compensation, including a winners list, unless prohibited by law. By submitting an entry, entrants constitutes permission for the Sponsor and its agencies to use his or her name, Twitter handle, Instagram handle, and/or likenesses for purposes of advertising and trade throughout the world in perpetuity, without further compensation, including a winners list, unless prohibited

by law. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any sweepstakes materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control. Sponsor not responsible for any typographical or other error in the printing of the offer, administration of the sweepstakes or in the announcement of the prize.

9. ADDITIONAL TERMS: Any attempted form of entry other than as set forth above is prohibited; no automatic, programmed; robotic or similar means of entry are permitted. Released Entities are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Sweepstakes, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Sweepstakes or downloading any materials in this Sweepstakes. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Sweepstakes should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. In such case, Sponsor may select the winners from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Sweepstakes or web site. Sponsor may prohibit an entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS 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.

10. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES: IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ACCESS TO AND/OR USE OF ANY SITES ASSOCIATED WITH THE SWEEPSTAKES AND/OR THE SWEEPSTAKES ITSELF AND/OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY SITES ASSOCIATED WITH THE SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING, THIS SWEEPSTAKES AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

11. DISPUTES; GOVERNING LAW. The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Sweepstakes. Any controversy or claim arising out of or relating to these Official Rules and/or the Sweepstakes shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be

consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of New York, City of New York.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Sweepstakes, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to the County of New York in the State of New York. The parties agree not to raise the defense of forum non conveniens.

12. **USE OF DATA:** Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy. Please review Sponsor's privacy policy [http:// www.naturesbounty.com/privacy-policy/](http://www.naturesbounty.com/privacy-policy/). By participating in the Sweepstakes, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

13. **WINNER LIST:** To receive the winner's list by email, send an email to caitlin.strauss@ketchum.com with "Dear Future Me Winner List Request" as the subject line, or by mail, send a self-addressed, stamped envelope to Ketchum Inc. c/o Caitlin Strauss Ketchum 200 E. Randolph St. 36th Floor Chicago, IL 60601. Requests must be received by March 30, 2017. Winner list will be sent after winner has been verified.

SPONSOR: NBTY, Inc., 2100 Smithtown Ave, Ronkonkoma, NY 11779.

THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, TWITTER OR INSTAGRAM. YOU ARE PROVIDING YOUR INFORMATION TO SPONSOR AND NOT TO TWITTER OR INSTAGRAM.