

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

1. Eligibility: The Marie's Holiday Gift Giveaway (the "Campaign") is open only to those who are at least 18 years old as of the date of entry, and who complete the giveaway requirements. The Campaign is only open to legal residents of the United States (excluding Hawaii, Alaska, and Puerto Rico) and District of Columbia and is void where prohibited by law. Employees of Nutrisystem<sup>®</sup>, Inc. ("Nutrisystem"), its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the "Employees"), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Campaign. The Campaign is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

2. Agreement to Rules: By participating, the Contestant ("You") agree to have affirmatively reviewed, accepted, and agreed to all of the Rules, to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of Nutrisystem as final and binding as it relates to the content of this Campaign.

3. Campaign Period: Entries will be accepted online starting on December 20, 2021 11:00am EST and ending December 22, 2021, 11:59pm EST. All online entries must be received by December 22, 2021, 11:59pm EST.

4. How to Enter: The Campaign must be entered by (i) Following the official Nutrisystem Instagram page (@nutrisystem); (ii) "Liking" the Instagram post featuring Marie Osmond; and (iii) Commenting on the Campaign post by tagging up to five (5) friends (one (1) friend = one (1) entry). The entry must fulfill the Campaign requirement, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Nutrisystem. You may enter up to five (5) times (tagging up to five (5) friends). You must provide the information requested. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If You use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of Nutrisystem.

5. Prizes: A total of Ten (10) winners (the "Winners") will receive an autographed copy of Marie Osmond's new album "Unexpected" and a Nutrisystem Marie's Favorites 10-pack sampler. Total Prize Approximate Retail Value ("ARV"): \$60 (\$600 for 10 winners). Actual/appraised value may differ at time of prize award. If the actual value of the prize turns out to be less than the stated ARV, the difference will not be awarded in cash. The prizes are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Restrictions, conditions, and limitations may apply. The specifics of the prize shall be solely determined by Nutrisystem. No cash or other prize substitution shall be permitted except at Nutrisystem's discretion. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winners. No substitution of prize or transfer/assignment of prize to others or

request for the cash equivalent by Winners are permitted. Acceptance of prize constitutes permission for Nutrisystem to use Winners' names, likenesses, and entries for purposes of advertising and trade without further compensation unless prohibited by law.

6. Odds: The odds of winning depend on the number of eligible entries received.

7. Winner Selection and Notification: Winners will be selected on or around December 23, 2021. Winners will be selected by random drawing under the supervision of Nutrisystem. Winners will be notified by direct message within three (3) days following selection, which will include a request for information needed to fulfill prize. Nutrisystem shall have no liability for any Winners failure to receive notices due to spam, junk e-mail, or other security settings or for Winners provision of incorrect or otherwise non-functioning contact information. If any Winner cannot be contacted, is ineligible, fails to claim the prize within 3 days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected. Receipt by Winners of the prize offered in this Campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations. **ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT NUTRISYSTEM'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.**

8. Rights Granted by You: By entering this content (e.g., photo, video, text, etc.), You understand and agree that Nutrisystem, anyone acting on behalf of Nutrisystem, and Nutrisystem's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes without any further compensation, notice, review, or consent.

9. Terms & Conditions: Nutrisystem reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond Nutrisystem's control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, Nutrisystem may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Nutrisystem. Nutrisystem shall not have any obligation or responsibility, including any responsibility to award any prize to entrants, with regard to: (a) entries that contain inaccurate information or do not comply with or violate the Rules; (b) entries, prize claims or notifications that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind; (c) entrants who have committed fraud or deception in entering or participating in the Campaign or claiming the prize; (d) telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties; (e) any inability of the winner to accept the prize for any reason; (f) if a prize cannot be awarded due to delays or interruptions due to Acts of God, natural disasters, terrorism, weather or any other similar event beyond Nutrisystem's reasonable control; or (g) any damages, injuries or losses of any kind caused by any prize or resulting from

awarding, acceptance, possession, use, misuse, loss or misdirection of any prize or resulting from participating in this Contest or any promotion or prize related activities. Nutrisystem reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Rules. Nutrisystem has the right, in its sole discretion, to maintain the integrity of the Campaign, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Campaign rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such an attempt be made, Nutrisystem reserves the right to seek damages to the fullest extent permitted by law.

10. Limitation of Liability: By entering, You agree to release and hold harmless Nutrisystem and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Campaign and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries. If for any reason Your entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Your sole remedy is another entry in the Campaign. No more than the stated number of each prize will be awarded.

11. Disputes: This Campaign is governed by the laws of the State of Pennsylvania without respect to conflict of law doctrines. As a condition of participating in this Campaign, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Campaign, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Pennsylvania having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Campaign). Participant further waives all rights to have damages multiplied or increased.

12. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the Nutrisystem website. To read the Privacy Policy, [click here](#). By participating in the Campaign, you grant Nutrisystem permission to share your personally identifiable information with the other Nutrisystem entities for the purpose of administration and prize fulfillment, including use in a publicly available Winners list.

13. Winners List: The winners will be posted on <https://leaf.nutrisystem.com/maries-holiday-gift-giveaway/> or about December 23, 2021.

To obtain a copy of the Winners' names or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: Nutrisystem 600 W Office Center Dr, Fort Washington, PA 19034, United States. Requests must be received no later than January 30<sup>th</sup>, 2021 5:00 PM EDT.

14. Sponsor: The Sponsor of the Campaign is Nutrisystem, Inc. 600 W Office Center Dr, Fort Washington, PA 19034, United States. Sponsor is responsible for the collection, submission or processing of Entries and the overall administration of the Contest. Entrants should look solely to Sponsor with any questions, comments or problems related to the Contest. Nutrisystem may be reached by email at [socialmedia@nutrisystem.com](mailto:socialmedia@nutrisystem.com) during the Campaign.

15. Social Media: The Campaign hosted by Nutrisystem is in no way sponsored, endorsed, administered by, or associated with Facebook or Instagram.