

# Official Giveaway Rules & Regulations:

**NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING THE SUPPLEMENTS FOR A YEAR PRIZE.**

**1. Eligibility:** This Campaign is open only to those who sign up at the (<https://www.5percentcontest.com/>) and who are 18 as of the date of entry. The Campaign is only open to legal residents of the USA and is void where prohibited by law. Employees of Rich Piana 5% Nutrition, 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 Entrant (“You”) agree 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 Rich Piana 5% Nutrition as final and binding as it relates to the content of this Campaign.

**3. Campaign Period:** Entries will be accepted online starting December 7, 2020, and ending on March 22, 2021. All online entries must be received by midnight Eastern Time on March 22, 2021. Any and all entries received after the Campaign Period will be discarded.

**4. How to Enter:** The Campaign must be entered by submitting an entry using the online form provided at (<https://www.5percentcontest.com/>). The entry must fulfill all Campaign requirements, 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 Rich Piana 5% Nutrition. You may enter only once. 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 Rich Piana 5% Nutrition.

**5. Prizes:** The Winner(s) of the Campaign (the “Winner”) will receive **one grand prize of Free Supplements for a Year (Equivalent retail value of \$3,900) or nine weekly drawings during the Campaign Period of a Swag Bag with value over \$100**. Actual/appraised value may differ at the time of prize award. The specifics of the prize shall be solely determined by Rich Piana 5% Nutrition. No cash or other prize substitution shall be permitted except at the discretion. All prizes are 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 Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for Rich Piana 5% Nutrition

to use Winner's name, likeness, and entry 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:** Winner will be selected at random and under the supervision of Rich Piana 5% Nutrition. Winner will be notified by email within five (5) days following the selection of the Winner. Rich Piana 5% Nutrition shall have no liability for Winner's failure to receive notices due to spam, junk e-mail or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If 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 Winner 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 WINNER (AT RICH PIANA 5% NUTRITION'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 Rich Piana 5% Nutrition, anyone acting on behalf of Rich Piana 5% Nutrition, and Rich Piana 5% Nutrition'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:** Rich Piana 5% Nutrition 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 Rich Piana 5% Nutrition's control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such a case, Rich Piana 5% Nutrition may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Rich Piana 5% Nutrition. Rich Piana 5% Nutrition 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 Terms & Conditions. Rich Piana 5% Nutrition has the right, in its sole discretion, to maintain the integrity of the Campaign, to void entries 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, Rich Piana 5% Nutrition 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 Rich Piana 5% Nutrition 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.

**11. Disputes:** THIS CAMPAIGN IS GOVERNED BY THE LAWS OF USA AND FLORIDA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Campaign, participants agree 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 Florida 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 Rich Piana 5% Nutrition website.

**13. Sponsor:** The Sponsor of the Campaign is Rich Piana 5% Nutrition.

**14. Facebook:** The Campaign hosted by Rich Piana 5% Nutrition is in no way sponsored, endorsed, administered by, or associated with Facebook.

**15. Acceptance & Participation:** By participating in this giveaway, You, the Entrant, have affirmatively reviewed, accepted, and agreed to all of the Official Rules & Regulations.