



Date: September 24, 2019
Client: WW North America Holdings, Inc.
Promotion: The Oprah 2020 Vision Tour Charlotte Ticket Contest
Subject: Official Rules

Mandatories:

Void in AZ, CO, MD, NJ, TN, VT & where prohibited. The **Oprah 2020 Vision Tour Charlotte Ticket Contest** is sponsored by WW North America Holdings, Inc. Open to legal residents of the 44 U.S. & D.C., 18 or older. Submission Period 9/28/19 at 10:00 a.m. ET & ends 9/28/19 at 12:00 p.m. ET. For official rules, visit a WW Representative at the Event.

**The Oprah 2020 Vision Tour Charlotte Ticket Contest
OFFICIAL RULES.**

1. **CONTEST PERIOD:** The Oprah 2020 Vision Tour Charlotte Ticket Contest (“**Contest**”) begins at 10:00 a.m. Eastern Time (“**ET**”) on September 28, 2019 and ends at 12:00 p.m. ET on September 28, 2019 (“**Contest Period**”).
2. **ELIGIBILITY:** Open only to legal residents of forty-four (44) United States and the District of Columbia (which excludes residents of Arizona, Colorado, Maryland, New Jersey, Tennessee, and Vermont) who are 18 years of age or older and are current WW Members (“**Member**”) or who become a Member at the 2019 UNCF Maya Angelou Women Who Lead Luncheon (“**Event**”). Employees of WW North America Holdings, Inc. (“**Sponsor**”), Don Jagoda Associates, Inc., and each of their respective parents, affiliates, subsidiaries, advertising, promotion and internet agencies and their immediate family members and/or those living in the same household of each are not eligible. Void in Arizona, Colorado, Maryland, New Jersey, Tennessee, Vermont and where prohibited by law. All federal, state and local laws and regulations apply.
3. **HOW TO ENTER:**
 - **CURRENT WW MEMBERS:** If you are a current Member, you can obtain a Contest entry form (“**Form**”) from a WW Representative during the Contest Period. Then, follow the instructions on the Form and answer the question “How does Health and Wellness fit into your 2020 Vision?” (“**Response**”), to receive one entry into the Contest (“**Entry**”).
 - **IF YOU ARE NOT A CURRENT WW MEMBER:** Locate a WW Representative at the Event and sign up for a WW Subscription to become a Member during the Entry Period. Then, obtain a Form from a WW Representative during the Contest Period and follow the instructions on the Form and complete the Response to receive one entry into the Contest (“**Entry**”).

For the purposes of this Contest, a “**Member**” is defined as an individual who: (i) has an active Digital, Digital + Personal Coaching, Digital + Studio (also known as Monthly Pass) or Total Access subscription; and (ii) is a Lifetime Member with a Digital tools account. All components of Entry must be included and complete for the Entry to be eligible. Each entrant attests that he/she is submitting an Entry containing their original Response in this Contest. Entries become the property of Sponsor upon receipt and will not be acknowledged or returned. Sponsor is not responsible for lost, late, misdirected, corrupted, incomplete or damaged entries. No



correspondence will be acknowledged or entered into. Limit one (1) Entry per person. All Entries must be in English. Proof of submission is not proof of receipt by Sponsor.

4. **ENTRY REQUIREMENTS:** In the event the Sponsor, in its sole discretion, determines that any Entry contains content that does not comply with these Official Rules or does not otherwise comply with regulatory guidelines, Sponsor reserves the right to disqualify the Entry or, if Sponsor determines, edit the content of the submission. All Entries must comply with these Official Rules and the registration instructions in order to be eligible. All Entries must be the original work of the entrant. Entrants may not copy or otherwise plagiarize any portion of the Entry, from any other source. Entries may not have been published previously or have been submitted in any other competition. The entrant must own all rights to the Response and upon entry submission, assign all rights to Sponsor. Entries must be in keeping with Sponsor's image, or desired image, or they will be disqualified. Entries may not contain obscene, profane, lewd, defamatory or inappropriate language, 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, 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, trademark rights, privacy rights (including portrayal in a false light), publicity rights, or other intellectual property rights. Sponsor has the sole discretion to determine whether an Entry is eligible. Any Entry that violates this section or is otherwise objectionable (as determined solely by Sponsor), will not be considered and will be disqualified. Entries must be suitable for presentation in a public forum, in sole determination of the judges and/or Sponsor. Automated, script, macro or robotic Entries will be disqualified.
5. **JUDGING:** All Entries will be judged by a panel of Sponsor representatives at the Event, based on the following criteria:
1. 40% - Relevance to Theme;
 2. 30% - Response Clarity;
 3. 30% - Uniqueness.

Decisions of Sponsor and its representatives (the "judges") are final with respect to all matters relating to judging. By participating, entrants agree to the decisions of the judges, which shall be final and binding in all respects. The Entry that receives the highest scores from the judges will be determined the Grand Prize winner, subject to verification. In the event of a tie, tied Entries will be re-judged based solely on Relevance to Theme (100%).

6. **PRIZE & APPROXIMATE RETAIL VALUE ("ARV"): Grand Prize [1 total]** – The Grand Prize winner will receive two (2) VIP Tickets, to the WW presents "Oprah's 2020 Vision: Your Life in Focus" Tour ("Tour") on January 18, 2020 in Charlotte, North Carolina. The Winner will also have the opportunity to partake in a "Meet and Greet" with Oprah. Transportation to/from the Tour/winner's home is not included. ARV \$598. In the event Oprah is unavailable to attend the Meet and Greet or gets cancelled for reasons beyond the Sponsor's control, that portion of the prize will not be awarded and no additional compensation will be provided. In the event The Tour gets cancelled for reasons beyond the Sponsor's control, Sponsor will award a prize of equal or greater value. In the event Grand Prize winner or his/her guest engages in behavior that (as determined by Sponsor, in Sponsor's sole discretion) is inappropriate or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to eject winner and guest from the Tour and Meet and Greet with Oprah in whole or in part, and send that Grand Prize winner and/or guest home with no further compensation to Grand Prize



winner. If winner is not able to attend Tour on the date specified by Sponsor, he/she will have to forfeit the entire prize and an alternate winner will be determined, time permitting.

7. **WINNER NOTIFICATION:** The potential Grand Prize winner will be notified at the Event and will then be required to sign and return back, in person, a Declaration of Eligibility and Liability and Publicity release (except where prohibited by law) and assignment of rights, on or before the conclusion of Event (by time specified) or prize will be forfeited and an alternate winner may be determined, time permitting. Declaration will be provided to winner to complete at the Event and winner will need to return the Declaration on or before the conclusion of the Event or Grand Prize will be forfeited and an alternate winner may be determined, time permitting.
8. **GENERAL RULES AND LIABILITY RELEASE:** Participation constitutes full and unconditional agreement to these Official Rules and Sponsor's/judges' decisions, which are final and binding in all matters. All materials submitted become the sole property of the Sponsor and will not be returned. Entrants understand and hereby grant and assign to Sponsor all rights in materials submitted to Sponsor, including without limitation the copyrights, right to print, publish, distribute, sell, advertise, and promote. Prizes are non-transferable and not redeemable for cash and no substitutions are allowed except by the Sponsor who reserves the right to substitute a prize (or a portion of a prize) with a prize of comparable or greater value if a prize (or a portion of a prize) is unavailable. All federal, state and local income taxes, gratuities, incidental expenses, meals, telephone calls, fees or charges for changing dates, transportation and other costs and expenses relating to the use or acceptance of prizes not expressly listed are the sole responsibility of winner. Guest of Grand Prize winner must be 18 years of age or older in order to travel. Grand Prize winner's guest may be required to execute a Release of Liability prior to attending the Tour. Sponsor reserves the right to: (a) use entrant's name and likeness, and Entry and publish all materials submitted, (b) alter, amend, edit or change Entry prior to publication, (c) use, publish, reproduce, alter, amend and copyright materials for purposes of advertising, promotions, and trade without further compensation, unless prohibited by law, and (d) to modify, adapt or reproduce all materials (including Entry) in full, or to crop all materials for reproduction and use Entry in any way they see fit for advertising and promotions in any medium throughout the world in perpetuity without any further compensation, consideration, permission or notification except where prohibited by law. Prize will be awarded provided a sufficient number of eligible Entries are received. By entering this Contest and/or accepting prize, entrants and winner agree to release and hold Sponsor (and its affiliates), judges, Oprah Winfrey, and each of their respective directors, officers, employees and assigns, harmless from and against any and all claims and liability arising out of participation in the Contest or use of prize. Entrants and winner/guest assume all liability for any injury, death, loss or damage of any kind caused by, or claimed to be caused by, in whole or in part, directly or indirectly, arising from or in connection with participation in this Contest or the acceptance, use, misuse or redemption of any prize won, or participation in any prize-related activities. As a condition of entering the Contest, entrant agrees that: 1) under no circumstance will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, consequential or any other damages, other than for out-of-pocket expenses; 2) all causes of action arising out of or connected with this Contest, or any prize awarded, shall be resolved individually, without resort to any form of class action; and 3) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees. Acceptance of prize constitutes permission to the Sponsor, its agencies and the judges to use winner's name, likeness and/or Entry for purposes of advertising,



promotions, trade and editorial (including print, online, and broadcast media, etc.,) without further compensation, unless prohibited by law. ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. Not responsible for faulty, incorrect or mistranscribed phone/e-mail transmissions, incorrect announcements of any kind, technical hardware or software failures of any kind including any injury or damage to any person's computer related to or resulting from participating in or experiencing any materials in connection with the Contest, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmission that may limit a user's ability to participate in the Contest. If any malfunction, error, disruption or similar damage occurs and impairs the administration, security, fairness, integrity of the Contest, or if for any other reason Sponsor in its discretion determines that the Contest cannot be conducted as anticipated (or the Event gets canceled or suspended), Sponsor may, in its sole discretion, reserve the right to terminate, cancel, suspend and/or modify the Contest (or any portion thereof) and determine the winner based on the judging criteria above from all eligible Entries received prior to cancellation. By participating in this Contest, entrants agree to be bound by the Official Rules and the decisions of the Sponsor and judges, which are final. Sponsor, affiliates, subsidiaries and agencies are not responsible for any typographical or other error in the printing, the offering or announcement of prize or in the administration of the Contest. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control. In no event will more than the stated prize be awarded.

9. LIMITATION OF LIABILITY: Prize is awarded "AS IS" and without warranty of any kind by Sponsor and judges, express or implied, including without limitation, any implied warranty of merchantability or fitness for a particular purpose.

10. WINNER: For the name of the winner available, after October 31, 2019, send a self-addressed, stamped envelope by November 15, 2019 to: The Oprah 2020 Vision Tour Charlotte Ticket Contest Winner, Dept. VL, 100 Marcus Drive, Melville, NY 11747.

11. SPONSOR: The Sponsor of this Contest is WW North America Holdings, Inc., 675 Avenue of the Americas, 6th Floor, New York, NY 10010.