

HERBALIFE NUTRITION
Upcycling Social Media Sweepstakes

OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

1. Promotion Description: The Herbalife Nutrition Upcycling Social Media Sweepstakes (“**Promotion**”) provides you an opportunity to help us celebrate Global Recycling Day and Earth Day, by posting a picture or video of yourself upcycling a Herbalife Nutrition product container with the hashtag #HNSweepstakes via Instagram and sharing the post on Herbalife Nutrition Instagram channels during the Promotion Period.

2. Eligibility: The Promotion is open only to legal residents of the United States and Puerto Rico who are eighteen (18) years or older and who have a valid Instagram user account. Employees, representatives and agents of Herbalife International of America, Inc. and its affiliates, subsidiaries, parents, and other related companies, and their immediate families (i.e., parents, spouse, children, siblings, grandparents, step parents, step children and step siblings) are not eligible to enter this Promotion. The Promotion is subject to all applicable federal, state and local laws and regulations. By participating in this Promotion, entrants agree to be bound by these Official Rules and by the interpretations of these Official Rules by the Sponsor, and by the decisions of the Sponsor, which shall be final and binding in all respects.

3. Sponsor: Herbalife International of America, Inc., 800 West Olympic Blvd., Suite 406, Los Angeles, CA 90015.

4. Promotion Period and Submission Periods: The Promotion begins on March 18, 2021 at 12:01 a.m. PST and ends on April 22, 2021 at 9:00 a.m. PST (the “**Promotion Period**”). During the Promotion Period, there will be 5 Submission Periods (each a “**Submission Period**”) during which each participant will have an opportunity to post one entry. Sponsor’s computer is the official time-keeping device for the Promotion Period and all Submission Periods. Submission Periods are as follows:

Week 1 Submission Period:	March 18, 2021 at 12:01 a.m. PST through March 26, 2021 at 9:00 a.m. PST
Week 2 Submission Period:	March 29, 2021 at 12:01 a.m. PST through April 2, 2021 at 9:00 a.m. PST
Week 3 Submission Period:	April 5, 2021 at 12:01 a.m. PST through April 9, 2021 at 9:00 a.m. PST
Week 4 Submission Period:	April 12, 2021 at 12:01 a.m. PST through April 16, 2021 at 9:00 a.m. PST
Week 5 Submission Period:	April 19, 2021 at 12:01 a.m. PST through April 22, 2021 at 9:00 a.m. PST

5. Prize: One (1) Prize will be awarded for each Submission Period. Each Winner will receive a prize package consisting of 1 bamboo straw set (approximate retail value (“**ARV**”) \$16.99), 1 bamboo fiber lunch box (ARV \$20.50), and 1 hydro flask (ARV \$25.00) (“**Prize**”). The ARV of each Prize is \$62.49. The total ARV of all Prizes combined is \$312.45. No cash equivalent for the Prize, Prize is non-transferable, and no substitution will be made except as provided herein at the Sponsor’s sole discretion. Sponsor reserves the right to substitute the listed Prize for one of equal or greater value for any reason. Winner is responsible for all taxes and fees associated with Prize receipt and/or use.

6. How to Enter: During a Submission Period, log into your own Instagram account and post a photograph or video of yourself upcycling a Herbalife Nutrition product container, along with the hashtag #HNSweepstakes in the caption or description, and share the post @Herbalife and @Herbalife24. Membership on Instagram is free, and registration for Instagram can be obtained by logging on to <http://instagram.com> and following the onscreen instructions to open an account. BY UPLOADING SUCH A PHOTO OR VIDEO ALONG WITH THE SPECIFIED HASHTAG, YOU AGREE TO THESE OFFICIAL

RULES. To be eligible for the Promotion, photos and videos must be submitted in compliance with the format and other requirements set forth on the Instagram website where persons may submit entries/photos or videos; such requirements being made a part of these Official Rules and incorporated herein by reference. Further, the profile to which the photo or video is posted must be public. Photos/videos posted to Instagram stories or fan pages, or that are posted to private profiles will be disqualified.

Limit one (1) entry per person per Submission Period submitted via Instagram. Multiple entries and/or mass entry attempts will result in disqualification of all entries by such person/email address/Instagram account. Entries must be manually key-stroked by the entrant; use of automated entry devices or programs, or entries by third parties by any method of entry, are prohibited. Entries that do not conform to or that violate these Official Rules or are submitted in any manner other than stated in these Official Rules will be disqualified. Sponsor will not be responsible for late, lost, incomplete or misdirected entries. Proof of submission of entry does not constitute proof of receipt of same. All entries must be posted on Instagram in their entirety prior to expiration of Promotion Period. In the event of a dispute over who submitted a winning online entry, the authorized subscriber of the Instagram account used to participate in the Promotion at the actual time of entry will be deemed to be the entrant. The authorized account subscriber is defined as the natural person who is assigned an Instagram account by Instagram. All entries become the property of Sponsor and will not be acknowledged or returned. If you opt to use Instagram via your wireless mobile device (which may only be available via participating wireless carriers and is not required to enter the Promotion), standard text messaging and/or data rates may apply for each message sent or received from your handset according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges relating to your participation in this Promotion. Participation in this Promotion by mobile device means that you understand that you may receive additional messages by mobile device relating to this Promotion, including notifying you if you are a Winner, which may be subject to charges pursuant to your carrier's rate plan. Text messaging may not be available from all mobile phone service carriers and handset models. Mobile device service may not be available in all areas. Check your phones capabilities for specific instructions. **No purchase is necessary to enter or win the Promotion.** If, in the opinion and sole and absolute discretion of Sponsor, any entry violates any law, rule or regulation or infringes upon the rights of any third party, is inaccurate, illegible, incomplete or irregular in any way, or otherwise does not comply with these Official Rules, Sponsor may disqualify the entry. This Promotion may be cancelled if, in the sole discretion of Sponsor, an insufficient number of eligible entries are received. Entry is limited to one (1) entry per person per Submission Period. **The Promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram.**

7. Winner Selection and Notification: At the end of each Submission Period, the Sponsor will select 1 Winner by random drawing (each a "Winner" and collectively, "Winners"). The potential Winner will be contacted via direct message on their Instagram Account provided at the time of entry. Each entrant must provide his or her contact information via a personal email address to receive/be shipped the Prize. Sponsor reserves the right to post each Winner's first name and entry on its Instagram and other social media pages. Winners shall be announced no later 3 days following the end of the Submission Period during which the potential Winner posted his/her entry. Entrants may only win one Prize during the Promotion Period. In order to be declared a Winner, selected entrant must: (i) respond to notification of selection within 3 days of first attempt by Sponsor; (ii) if requested, sign and return to Sponsor within the required timeline, a Publicity Release and a written Affidavit of Eligibility/Declaration of Compliance and Release of Liability, releasing Sponsor, Herbalife Nutrition and its parent, subsidiaries, and affiliated companies, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Promotion, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "**Released Parties**") from any liability in connection with this Promotion ; and, (iii) otherwise comply with these Official Rules. Return of any Prize or Winner notification as undeliverable, inability to reach selected entrant or failure of selected entrant to: respond to notification 3 days of first attempt by Sponsor or Sponsor's agent; failure to provide proof of eligibility (if requested), release documents, or other required documentation in a timely manner; or other non-compliance with these Official Rules may result in disqualification, forfeiture of the Prize.

8. Odds of Winning: Odds of winning a Prize depend on the number of eligible entries received during each Submission Period.

9. Submission Requirements: Each entry submitted must meet all of the following requirements or the entry will be disqualified:

- Photo/video must be original, the sole property of submitter and not previously submitted in any other Promotion or sweepstakes.
- Photo/video must not incorporate/prominently display any third-party brands or trademarks other than that of the Sponsor.
- Photo/video must not violate any third-party rights, including copyright and right of publicity.
- Photo/video must not contain material which is (or promote activities which are) sexually explicit, obscene, pornographic, violent, self-mutilating or the mutilating of animals, discriminatory (based on race, sex, religion, natural origin, physical disability, sexual orientation or age), illegal, offensive, threatening, profane, containing gang signs or symbols, or harassing, or otherwise unsuitable content as determined by Sponsor in its sole discretion.
- Photo/video must not contain license plates, phone numbers, personal addresses - physical or email or otherwise.
- Photo/video submitted by an Herbalife Nutrition Independent Distributor must not contain any contents that would violate Herbalife Rules of Conduct and Distributor Policies available on www.MyHerbalife.com.

Sponsor, in its sole direction, reserves the right to disqualify any entry if the entry does not meet these requirements.

10. Representations and Warranties/Indemnification: Each individual who enters this Promotion represents and warrants as follows: (i) THAT HE/SHE HAS ALL RIGHT, TITLE AND INTEREST NECESSARY TO GRANT THE SPONSOR THE WORLDWIDE, IRREVOCABLE AND UNRESTRICTED RIGHT AND LICENSE TO ADAPT, PUBLISH, USE, EDIT, AND/OR MODIFY SUCH ENTRY IN ANY WAY AND POST THE ORIGINAL PHOTO OR VIDEO ON THE INTERNET OR USE THE ORIGINAL ENTRY IN ANY OTHER WAY AND AGREES TO INDEMNIFY AND HOLD RELEASED PARTIES AND INSTAGRAM HARMLESS FROM ANY CLAIMS TO THE CONTRARY; (ii) that the photo/video does not and will not violate any applicable laws, and is not and will not be defamatory or libelous and (iii) the photo/video complies with all policies, terms and conditions of the social media site that it was shared to, the policies of Herbalife, and these Official Rules. Sponsor reserves the right, in Sponsor's sole discretion, to disqualify an applicable entry or allow an applicable entry to remain in the Promotion. EACH ENTRANT HEREBY AGREES TO INDEMNIFY AND HOLD THE RELEASED PARTIES AND INSTAGRAM HARMLESS FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS, ACTIONS OR PROCEEDINGS OF ANY KIND AND FROM ANY AND ALL DAMAGES, LIABILITIES, COSTS AND EXPENSES RELATING TO OR ARISING OUT OF ANY BREACH OR ALLEGED BREACH OF ANY OF THE WARRANTIES, REPRESENTATIONS OR AGREEMENTS OF ENTRANT HEREUNDER.

11. Grant of Rights: For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, each entrant hereby irrevocably grants Sponsor, its successors and assigns, a non-exclusive license (but not the obligation) to reproduce, publicly perform, stream, exploit and otherwise use the photo or video throughout the universe, in perpetuity, by means of any and all media and devices whether now known or hereafter devised. Sponsor shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, or alter the photo or video for any purpose which Sponsor deems necessary or desirable, and each entrant irrevocably waives any and all so-called moral rights they may have therein. Sponsor shall have the right to freely assign its rights hereunder, in whole or in part, to any person or entity. Sponsor shall retain the rights granted in each photo and video submitted even if the photo/video is disqualified or fails to meet the entry requirements.

12. Publicity Release: By participating in the Promotion, in addition to any other grants which may be granted in any other agreement entered into between Sponsor and any entrant in and/or Winner of the Promotion, each entrant irrevocably grants the Released Parties and their respective successors, assigns and licensees, the right to use such entrant's name, likeness, and biographical information, and any other personal characteristics, in any and all media for any purpose, including without limitation, advertising and promotional purposes as well as in, on or in connection with www.herbalife.com or www.herbalife24.com, or the Promotion or other promotions, and each entrant hereby releases the Released Parties from any liability with respect thereto.

13. Entry Conditions and Release: By entering, each participant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor which are binding and final in all matters relating to this Promotion; (b) release and hold harmless the Released Parties from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Sponsor and its respective officers, directors, employees, agents, successors and assigns from and against any and all claims, expenses, and liabilities (including reasonable attorneys' fees) arising out of or relating to an entrant's participation in the Promotion and/or entrant's acceptance, use or misuse of a Prize; acknowledge that Instagram bear no responsibility for this promotion and you release Instagram from any liability whatsoever in connection with this promotion. You understand that you are providing information to the Sponsor and not to Instagram.

14. General Conditions: Sponsor reserves the right to modify, suspend, or terminate (in whole or part) this Promotion and/or the Prizes, if, in Sponsor's sole discretion, the Promotion is not capable of running as planned, including, but not limited to the following if applicable, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Released Parties, which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, or for any reason Sponsor deems it necessary. In such event, Sponsor will select the Winners by whatever means deemed by Sponsor in its sole discretion to be fair, appropriate and consistent with the spirit of these Official Rules. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to entrants. No more than the stated number of Prizes will be awarded. If production, technical, seeding, programming or any other reasons cause more than the stated number of Prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of Prizes by a random drawing from among all eligible Prize claims.

15. Dispute Resolution/Choice of Law: By participating, entrants (their parents/legal guardians if residents of a jurisdiction that deems them to be minors) agree that: (i) any claim, dispute or cause of action regarding the Promotion or these Official Rules shall be brought individually (NOT AS PART OF A CLASS ACTION) in California State Court in Los Angeles County, California or in Federal Court in the U.S. District Court for the Central District of California; (ii) the court shall apply the law of the State of California, without giving effect to any choice of law or conflict of law rules, in adjudicating any such claim/dispute/cause of action, as well as all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Promotion, (iii) they consent to the personal and subject matter jurisdiction of such courts as the exclusive tribunal for adjudication of any such claim/dispute/cause of action; and (iv) their recovery will be limited to actual out-of-pocket costs involved in participating in the Promotion (if any) and they expressly waive their right to all other forms of recovery, including by way of example only, punitive, consequential, indirect, incidental, special and exemplary damages as well as attorneys' fees for bringing such claim/dispute/cause of action or court costs associated with any such claim/dispute/cause of action. By accepting a prize, Winners (their parents/legal guardians if residents of a jurisdiction that deems them to be minors) agree that Released Parties are not responsible for, and shall be indemnified and held harmless by prize Winners against, any claims, injuries, losses or damages of any kind resulting from the acceptance, use, misuse, possession, loss, or defects of the prize(s), or his/her participation in this Promotion.

16. Privacy: Information collected and used in connection with the Promotion will be used by Sponsor for the purposes of Promotion administration and prize fulfillment, in accordance with its online privacy practices, posted at www.herbalife.com.

17. Official Rules/Winners List: To receive any legally-required winners list or an additional copy of these Official Rules, send a self-addressed, stamped envelope to: Herbalife Nutrition, Upcycling Social Media Sweepstakes at 800 W. Olympic Blvd., Suite 406, Los Angeles, CA 92615. Please specify "Rules" or "Winners List". Winners List available for the three (3)

months after the end of the Promotion Period and Rules available from March 18, 2021 until October 22, 2021. You may also view these Official Rules on www.Herbalife.com.