

Terry Talks Nutrition Free Health Book Giveaway Official Rules

Terry Talks Nutrition organizes and sponsors promotions, giveaways, and contests awarding various prizes to participants. The promotions, giveaways, and contests are regulated by Contest Rules (hereinafter “Rules”). Participation in any of these contests constitutes the Participant’s agreement and acceptance of these Rules. All federal, state, local, municipal laws and regulations apply.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR CONTRIBUTION TO TERRY TALKS NUTRITION DOES NOT INCREASE THE CHANCES OF WINNING.

1. Eligibility: This Campaign is open only to those who complete the “How to Get Your Book” form in full (also referred to as “entry” or “entries”), as described in Section 4 and who are 18 years or older as of the date of the entry. Limit one free book per mailing address. The Campaign is only open to legal residents of the United States, and is void where prohibited by law. Employees of Terry Talks Nutrition and other companies associated with the promotion of the Campaign, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, and immediate family members (spouse, parents, siblings, and children) and/or those living in the same household of Employees are not eligible to participate in the Campaign. The Campaign is subject to all federal, state, local, municipal laws and regulations. Void where prohibited. NO PURCHASE NECESSARY TO ENTER.

2. Agreement to Rules: By participating, the Contestant (“You”) agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements set forth herein. In addition, You agree to accept the decisions of Terry Talks Nutrition as final and binding as it relates to the content of this Campaign. The Campaign is subject to all applicable federal, state and local laws.

3. Campaign Period: Entries will be accepted starting on March 12, 2022 and will continue until March 31, 2022 at 11:59 pm CST or while quantities last. Quantities and selections of health books are limited and may vary. The giveaway post on Facebook will be updated “THIS GIVEAWAY HAS ENDED” at the conclusion of the campaign.

4. How to Enter: The Campaign must be entered by You completing the “How to Get Your Book” form in full (also referred to as “entry” or “entries”). The form must be completed with: 1) Your first and last name; 2) Your email address; and 3) Your full postal mailing address. The entry must fulfill all Campaign requirements, as specified, to be eligible for the one free health book. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Terry Talks Nutrition. One entry per person, per request. Limit one free book per mailing address. One person cannot submit multiple entries for different people. You may enter the Campaign only once. An entry is only considered valid if requested information is provided and complies with all rules and specifications. Any attempt of circumvention of the rules or use of fraudulent methods of submission will result in immediate disqualification from the Campaign. NO PURCHASE NECESSARY TO ENTER.

5. Prizes: The Winners of the Campaign (the “Winner”) will receive one free health book written by Terry Lemerond. Health book selection may vary, and quantities are limited. The health book awarded may vary from the picture posted in the Facebook giveaway post. The health book cannot be redeemed for cash or substituted for another prize, cannot be exchanged for a different health book selection, and 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 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 Terry Talks 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. Health book quantities and selections are limited. Health book selections may vary. The health books will be awarded on a first come, first serve basis.

7. Winner Selection and Notification: The health books will be awarded on a first come, first serve basis. Form submissions will be under the supervision of Terry Talks Nutrition. Winners will be notified by email within 3 days to claim the one free health book, only while quantities last. Terry Talks 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 the required time period from the time award notification was sent, the prize may be forfeited and an alternate Winner selected at random. 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 Terry Talks Nutrition's sole discretion) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED. PARTICIPANTS WHO PROVIDE FALSE, FRAUDULENT OR DECEPTIVE ENTRIES OR WHO ENGAGE IN FALSE, FRAUDULENT OR DECEPTIVE ACTS IN CONNECTION WITH THE GIVEAWAY WILL BE DISQUALIFIED AND SUBJECT TO CRIMINAL PROSECUTION.

8. How to Claim the Prize: The Winner will have their prize mailed to them. The Winner will assume the risk of the prize's safe arrival. Expect approximately 4-6 weeks for delivery of the one free health book.

9. Original Content; Ownership: By participating in the Campaign, each Participant guarantees that they are the exclusive owner of the copyright and all other proprietary rights in any and all materials and content submitted by the Participant to enter the Campaign. The Participant further claims and guarantees that they have the right to grant to any third party the right to use, reproduce, distribute, perform and display any [photo, audio file, video, text, etc.]. All entries must have appropriate clearances, permissions and releases PRIOR to uploading, or may be eliminated from the Campaign. Any unauthorized samples or performances of another artist's material could be subject to fines, royalty fees, and/or legal action for which the Participant agrees to indemnify, defend and hold Terry Talks Nutrition harmless. Terry Talks Nutrition may use any [photo, audio file, video, text, etc.] on-demand on Terry Talks Nutrition's or its affiliates' websites.

10. Rights Granted by You: By entering this Campaign, You understand that your email address may be used to send you promotional material/email communications. If You chose not to receive this promotional material/email communications, You can opt-out by clicking on the "unsubscribe from this list" link at the bottom of the email. Further, You understand and agree that Terry Talks Nutrition, anyone acting on behalf of Terry Talks Nutrition and Terry Talks Nutrition 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.

11. Disclaimer of Responsibility: Terry Talks Nutrition is not responsible for problems with Campaign entries, including but not limited to, entries which are lost, late, misdirected, damaged, incomplete, illegible, or cannot be completed due to electronic or technical difficulties, even if the problem is the result of the sole or partial negligence of Terry Talks Nutrition.

12. Terms & Conditions: Terry Talks 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 Terry Talks Nutrition's control, corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, Terry Talks Nutrition may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Terry Talks Nutrition. Terry Talks 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 and Official Rules. Terry Talks 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 attempt be made, Terry Talks Nutrition reserves the right to seek damages to the fullest extent permitted by law.

13. Limitation of Liability: By entering, You agree to release and hold harmless Terry Talks 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 failure of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or internet service; (iv) unauthorized human intervention in any part of the entry process or the Campaign; (v) electronic or human error which may occur in the administration of the Campaign or the processing of entries.

14. Disputes and Arbitration: THIS CAMPAIGN IS GOVERNED BY THE LAWS OF THE UNITED STATES AND WISCONSIN, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Campaign, the 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 Wisconsin having jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim 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), and participant further waives all rights to have damages multiplied or increased.

15. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the Terry Talks Nutrition's website. To read the Privacy Policy, visit: www.terrytalksnutrition.com/privacy

16. Sponsor: The Sponsor of the Contest is Terry Talks Nutrition, 955 Challenger Drive, Green Bay, WI 54311, United States.

17. Promotion: Terry Talks Nutrition may utilize different social media platforms to promote giveaways. The Participant understands any such promotion is in no way sponsored, endorsed, or administered by, or associated with Facebook, Twitter, Instagram, Snapchat, You Tube, Pinterest, LinkedIn or Google. You understand that you are providing your information to the owner of the Campaign and not to Facebook, Twitter, Instagram, Snapchat, You Tube, Pinterest, LinkedIn, or Google.

18. Copy of Official Rules: To obtain a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to Terry Talks Nutrition, 955 Challenger Drive, Green Bay, WI 54311. Requests must be received no later than March 31, 2022.