

EpiCor for Kids Coloring Contest Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED. VALID IN THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA ONLY. ENTRY IN THIS CONTEST CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES.

The EpiCor Kids Coloring Contest is designed to encourage eligible U.S. children (“**Entrant(s)**” or “**You**”) ages 12 years or under to use their creativity to promote good immune health as exemplified by EpiCor. Employees of Embria Health Sciences, LLC (“Embria”) will choose the winning Drawings, and prizes will be awarded in accordance with these Official Rules (the “**Rules**”).

1. BINDING AGREEMENT: In order to enter the Contest, you must agree to the Rules. Therefore, please read these Rules prior to entry to ensure you understand and agree. You agree that submission of an entry in the Contest constitutes agreement to these Rules. You may not submit an entry to the Contest and are not eligible to receive the prizes described in these Rules unless you agree to these Rules. These Rules form a binding legal agreement between you and Embria with respect to the Contest.

2. ELIGIBILITY: To be eligible to enter the Contest, an Entrant must: (a) be a U.S. citizen or permanent U.S. legal resident (i.e. must be able to show proof of legal permanent residence, for example, a “green card”); and (b) of age 12 years or under; and (c) have obtained a parent’s or legal guardian’s prior permission. *Minors who enter must have the written consent of a parent or legal guardian in order to be eligible to receive any prizes, as described in Section 8 of these Rules.* Contest is void in Puerto Rico, U.S. territories and possessions, outside of the U.S., and where prohibited by law. Employees, interns, contractors, and official office-holders of Embria, and its parent company, subsidiaries, affiliates, and their respective directors, officers, employees, advertising and promotion agencies, representatives, and agents (“**Contest Entities**”), and members of the Contest Entities’ and their immediate families (parents, siblings, children, spouses, and life partners of each, regardless of where they live) and members of the households (whether related or not) of such employees, officers and directors are ineligible to participate in this Contest.

3. SPONSOR: The Contest is sponsored by Embria Health Sciences, LLC, (“**Embria**” or “**Sponsor**”), an Iowa company with principal place of business at 2105 SE Creekview Drive, Ankeny, Iowa, 50021, USA.

4. CONTEST PERIOD: The Contest begins on Friday, August 7, 2015 8:00 am Eastern Standard Time (EST) Zone in the United States and ends on Monday, September 7, 2015, 10:00 PM Eastern Standard Time (EST) Zone (“**Contest Period**”). Voting for the top three winners will begin Monday, September 14, 2015 and end September 21, 2015. All dates are subject to change.

5. HOW TO ENTER: NO PURCHASE NECESSARY TO ENTER OR WIN. To enter the Contest, visit the Contest website located at https://www.facebook.com/EpiCorImmune?v=app_259326370872419&app_data=gaReferrerOverride%3D (“**Contest Site**”) during the Contest Period and follow the instructions for completing either the electronic or mailing Entry Form (collectively, “**Entry Form**” or “**Entry Forms**”) for: (a) using only one of the EpiC Man or EpiC Woman Coloring Sheets available at <http://bit.ly/EpiC-ManColoring2015> and <http://bit.ly/EpiC-WomenColoring2015> (the “**Coloring Sheet**” or “**Coloring Sheets**”). Children are encouraged to be creative in completing the Coloring Sheet (which, upon completion, is described in these rules and other contest materials as a “**Drawing**” or “**Drawings**”); and (b) completing all information on the Entry Form

The completed Entry Form and Drawing can be submitted electronically at the Contest Site or in hard-copy by mail.

To submit a Drawing electronically, a parent or legal guardian must fill out the Entry Form on the Contest Site and (1) take an “up-close” picture of your child’s Drawing with a camera, smart phone or tablet and upload it to the Contest Site or (2) scan the Drawing into a computer as an image (JPG, GIF or PNG) and upload it to the Contest Site. Only JPG, GIF or PNG Drawings will be accepted.

To submit a Drawing in hard-copy form, the Entry Form should be printed on a light colored 8.5”X11” sheet of paper, fully completed, and signed by a parent/legal guardian. The Drawing and Entry Form must be mailed together in an envelope (packaged carefully so it won’t be damaged) with proper postage affixed, to the following mailing address:

For Regular U.S. Mail: Embria Health Sciences, LLC, 2105 SE Creekview Drive, Ankeny, Iowa, 50021

For all submissions, whether physical or electronic, Embria is not responsible for illegible or incorrectly submitted Entry Forms.

Drawings received without a completed Entry Form or without a parent’s or legal guardian’s signature may be disqualified. Mailed Drawings must be **RECEIVED BY** Monday September 7, 2015.

LIMIT ONE (1) DRAWING PER ENTRANT. Subsequent Drawings will be disqualified. To be considered for the Contest, Drawings must be: (i) complete (as determined by Embria); (ii) **RECEIVED BY** Monday, September 7, 2015 11:59 am Eastern Standard Time (EST); and (iii) in English (unless otherwise specified). Machine or computer-generated mass Drawings will be disqualified. Any submission not meeting the aforementioned criteria will be disqualified. Embria accepts no responsibility for submissions lost, delayed, damaged, defaced, or mislaid, howsoever caused. Proof of mailing does not constitute

proof of Drawing or entry. All Drawings will be deemed made by the Entrant submitted at the time of entry.

6. REQUIREMENTS FOR DRAWINGS. The Drawings and supporting statement must meet the following criteria (“**Requirements**”):

(a) They must not be derogatory, offensive, threatening, defamatory, disparaging, libelous or contain any content that is inappropriate, indecent, sexual, profane, tortuous, slanderous, discriminatory in any way, or that promotes hatred or harm against any group or person, or otherwise does not comply with the theme and spirit of the Contest.

(b) They must not contain content, material or any element that is unlawful, or otherwise in violation of or contrary to all applicable federal, state, or local laws and regulation including the laws or regulations in any state where the Drawing and supporting statement are created.

(c) They must not contain any content, material or element that displays any third party advertising, slogan, logo, trademark or otherwise indicates a sponsorship or endorsement by a third party, commercial entity or that is not within the spirit of the Contest, as determined by Sponsor, in its sole discretion.

(d) They must be original, unpublished works that does not contain, incorporate or otherwise use any content, material or element that is owned by a third party or entity.

(e) They cannot contain any content, element, or material that violates a third party’s publicity, privacy or intellectual property rights.

(f) The Drawing is not the subject of any actual or threatened litigation or claim.

(g) The Entrant does not include any disparaging remarks relating to the Sponsor or a third party.

(h) The Drawing is two-dimensional and scannable

During the Contest Period, the Sponsor and its agents will be evaluating the Drawings and supporting statements to ensure that they meet the Drawing Requirements. The Sponsor reserves the right, in its sole discretion, to disqualify any Entrant who submits an Drawing that does not meet the Requirements. Incomplete Drawing or Drawings not complying with these Rules are subject to disqualification.

7. JUDGING: Each Drawing will be evaluated and scored based on the following “**Criteria**”: **(i) artistic merit** - drawing skills and use of color; **(ii) creativity and originality** - considering the representation of the Contest theme EpiCor Kids

Coloring Contest, and the unique and novel approach to the Drawing; and **(iv) adherence to the Requirements and these Rules.**

Using the above Criteria, there will be two levels to the judging process, which are discussed below.

Level One:

Number of Finalists selected at this level: 10

From all eligible Drawings, ten (10) Finalists will be selected to advance forward in the Contest.

Final Level Winners:

Number of Winners Selected at this Level: 3

From among the Level One Finalists, a total of three (3) Final Level Winners will be selected.

The judging at this level will be comprised of two components: (i) daily public voting via the Contest Site; and (ii) Embria Employees. First, the public will vote on the Drawings. Online public voting starts on Monday, September 14, 2015 8:00 am EST and ends on Monday, September 21, 2015 11:59 pm EST, dates subject to change. At the completion of the public voting period, a panel of Embria employees will consider the amount of votes that each of the ten Level One Winners received, as well as the Criteria. They will then give each of the Level One Winners a score.

The three Level One Winners receiving the highest scores will be selected as the Final Level Winners.

Notification of Winners

Level One Winners will be announced on the EpiCorImmune Facebook Page no later than Friday, September 25, 2015.

Tie-breaker: In the event of a tie at any level of judging, the judges will reevaluate the tied Drawings according to the Criteria until the tie is broken.

Decisions of the judges are final and binding. In the event there are not enough eligible Drawings, not all prizes will be awarded. If a potential winner is unable for whatever reason to accept his or her prize, then Embria reserves the right to award the prize to another entrant.

Notification of Finalists and Winners: Becoming a finalist is subject to validation and verification of eligibility and compliance with all the terms and conditions set forth in these Rules. If a potential finalist or winner is disqualified for any reason, the Drawing that received the next highest total score will be chosen as a potential finalist or winner. The potential finalist(s) and winner(s) will be selected and notified by telephone and/or email, at Sponsor's discretion. If a potential finalist/winner does not respond to the notification attempt within three (3) days from the first notification attempt, then such potential finalist/winner may be disqualified and an alternate potential finalist/winner will be selected from among all eligible Drawings received based on the judging Criteria described herein. With respect to notification by telephone, such notification will be deemed given when the potential finalist/winner or potential finalist/winner's parent or guardian engages in a live conversation with Sponsor or when a message is left on the potential finalist/winner's voicemail service or answering machine by the Sponsor, whichever occurs first. Except where prohibited by law, each potential state finalist/winner may be required to sign and return an Affidavit of Eligibility and Liability and Publicity Release and provide any additional information that may be required by Sponsor. If required, potential finalists/winners must return all such required documents via fax (or as otherwise instructed) within forty-eight (48) hours and via U.S. Mail within seven (7) days following attempted notification or such potential finalist/winner will be deemed to have forfeited the prize and another potential finalist/winner may be selected based on the judging Criteria described herein. In the event the potential finalist/winner is a minor, his or her parent or legal guardian must sign the documents and return them as described herein. All notification requirements, as well as other requirements within these Rules, will be strictly enforced. Determinations of Judges are final and binding.

8. PRIZES: Each Final Level Winner will receive by mail a \$100.00 debit gift card, The top 3 winners get a \$100 VISA gift card, 3-60 125 mg. count bottles of Swanson EpiCor Jr. valued at \$37.47, 3-30 ct. bottles of Swanson EpiCor (for adults) valued at \$47.97 and EpiCor logoed jar openers (2) valued at \$2.00, solar emergency charger (1) valued at \$13.00 and pill box valued at \$3.00. The total value of the Prize is \$203.44. There are no prizes for Level One Winners.

The time of the prize distribution will be provided to winners in the prize acceptance documents but will not be earlier than four (4) weeks from Sponsor's receipt of prize acceptance documents from winners. All prizes awarded to minors will be paid in the name of the parent or legal guardian for the benefit of the child. No transfer, substitution or cash equivalent for prizes is allowed, except at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize, in whole or in part, of equal or greater monetary value if a prize cannot be awarded, in whole or in part, as described for any reason. Value is subject to market conditions, which can fluctuate and any difference between actual market value and actual retail value will not be awarded. The winner shall bear all responsibility for use of the prize(s) in compliance with any instructions or

conditions of use printed on labeling. Sponsor has not made and is not responsible in any manner for any warranties, representations, or guarantees, express or implied, in fact or law, relating to the prize(s), regarding the use, value or enjoyment of the prize(s), including, without limitation, its quality, mechanical condition, merchantability, or fitness for a particular purpose, with the exception of any standard manufacturer's warranty that may apply to the prize or any components thereto.

9. TAXES: AWARDS OF PRIZES TO POTENTIAL WINNERS ARE SUBJECT TO THE EXPRESS REQUIREMENT THAT THEY SUBMIT TO EMBRIA ALL DOCUMENTATION REQUESTED BY EMBRIA TO PERMIT IT TO COMPLY WITH ALL APPLICABLE STATE, FEDERAL AND LOCAL TAX REPORTING. ALL PRIZES WILL BE NET OF ANY TAXES EMBRIA IS REQUIRED BY LAW TO WITHHOLD, IF ANY. TO THE EXTENT PERMITTED BY LAW, ALL TAXES IMPOSED ON PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNERS. In order to receive a prize, potential winners must submit tax documentation requested by Embria or otherwise required by applicable law, to Embria or a representative for Embria or the relevant tax authority, all as determined by applicable law. The potential winner and finalists, and if the winner/finalist is a minor, their parents or legal guardians, are responsible for ensuring that they comply with all the applicable tax laws and filing requirements. If a potential winner fails to provide such documentation or comply with such laws, the prize may be forfeited and Embria may, in its sole discretion, select an alternate potential winner.

10. GENERAL CONDITIONS: All federal, state and local laws and regulations apply. Embria reserves the right to disqualify any Entrant from the Contest if, in Embria's sole discretion, it reasonably believes that the Entrant has attempted to undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other entrants, Embria, or its agents.

11. INTELLECTUAL PROPERTY RIGHTS: As between Embria and the Entrant, the Entrant retains ownership of all intellectual and industrial property rights (including moral rights) in and to the Drawing (excluding Embria's rights in the Embria logo/trademark). As a condition of Drawing, Entrant grants Embria a perpetual, irrevocable, worldwide, transferable, royalty-free, and non-exclusive license to use, reproduce, adapt, modify, publish, distribute, publicly perform, create a derivative work from, and publicly display the Drawing for any purpose, including display on the Embria website, without any attribution or compensation to Entrant. Drawings will not be returned.

12. PRIVACY: Entrants agree that personal data submitted with a Drawing, including name, mailing address, phone number, and email address may be collected, processed, stored and otherwise used by Sponsor and its affiliates for the purposes of conducting and administering the Contest. By entering the

Contest, Entrants agree to the transmission, processing, disclosing and storage of this personal data by Sponsor and its affiliates. All personal information that is collected from the Entrant is subject to Embria's Privacy Policy, located at: <http://www.embriahealth.com/Embria-Privacy-Policy-2013-5-17.docx>. If an Entrant does not provide the data required at entry, that Entrant's Drawing may be ineligible.

13. PUBLICITY. By entering the Contest, Entrants agree to participate in any media or promotional activity resulting from the Contest as reasonably requested by Embria at Embria's expense and agree and consent to use of their name and/or likeness by Embria. Embria will contact Entrants in advance of any Embria-sponsored media request for interviews.

The Drawings may also be used for press and media purposes and Entrant agrees to waive any rights and not assert any intellectual property rights that Entrant has or may have in the Drawing. Embria reserves the right to publish the name and likeness of the Entrants with the top three (3) scores, on the Contest Site or through other media for publicity purposes.

14. WARRANTY AND INDEMNITY: Entrants warrant that their Drawings are their own original work and, as such, they are the sole and exclusive owner and rights holder of the submitted Drawing and that they have the right to submit the Drawing in the Contest and grant all required licenses. Each Entrant agrees not to submit any Drawing that: (a) infringes any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, trade names, industrial designs, patent, trade secret, privacy, publicity or confidentiality obligations; or (b) otherwise violates applicable state, federal, or local law.

To the maximum extent permitted by law, Entrant indemnifies and agrees to keep indemnified Sponsor at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the Entrant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, Entrant agrees to defend, indemnify and hold harmless Sponsor from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from: (i) any Drawing or other material uploaded or otherwise provided by Entrant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy; (ii) any misrepresentation made by Entrant in connection with the Contest; (iii) any non-compliance by Entrant with these Rules; (iv) claims brought by persons or entities other than the parties to these Rules arising from or related to Entrant's involvement with the Contest; (v) acceptance, possession, misuse or use of any prize or participation in any Contest-related activity or participation in the Contest; (vi) any malfunction or other problem with the

Contest Site in relation to the Drawing and participation in the Contest by Entrant; (vii) any error in the collection, processing, or retention of Drawing or voting information in relation to the Drawing and participation in the Contest by Entrant and in the voting process by consumers; or (viii) any typographical or other error in the printing, offering or announcement of any prize or winners in relation to the entry and participation in the Contest by Entrant.

15. ELIMINATION. Any false information provided within the context of the Contest by Entrant concerning identity, mailing address, telephone number, email address, ownership of right or non-compliance with these Rules or the like may result in the immediate elimination of the entrant from the Contest.

16. INTERNET AND DISCLAIMER. Embria is not responsible for any malfunction of the entire Contest Site or any late, lost, damaged, misdirected, incomplete, illegible, undeliverable, or destroyed Doodles or votes due to system errors, failed, incomplete or garbled computer or other telecommunication transmission malfunctions, hardware or software failures of any kind, lost or unavailable network connections, typographical or system/human errors and failures, technical malfunction(s) of any telephone network or lines, cable connections, satellite transmissions, servers or providers, or computer equipment, traffic congestion on the Internet or at the Contest Site, or any combination thereof, including other telecommunication, cable, digital or satellite malfunctions which may limit Entrant's/consumer's ability to participate/vote respectively. Embria is not responsible for the policies, actions, or inactions of others, which might prevent Entrant from entering, participating, and/or claiming a prize in this Contest. Sponsor's failure to enforce any term of these Rules will not constitute a waiver of that or any other provision. Sponsor reserves the right to disqualify Entrants who violate the rules or interfere with this Contest in any manner. If an Entrant is disqualified, Sponsor reserves the right to terminate that Entrant's eligibility to participate in the Contest.

17. RIGHT TO CANCEL, MODIFY OR DISQUALIFY. If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, Embria reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest. Embria further reserves the right to disqualify any Entrant who tampers with the submission process or any other part of the Contest or Contest Site. Any attempt by an Entrant to deliberately damage any web site, including the Contest Site, or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, Embria reserves the right to seek damages from any such Entrant to the fullest extent of the applicable law.

18. NOT AN OFFER OR CONTRACT OF EMPLOYMENT: Under no circumstances shall the submission of a Drawing into the Contest, the awarding

of a prize, or anything in these Rules be construed as an offer or contract of employment with either Embria, or the Contest Entities. Entrants acknowledge that they submitted their Drawing voluntarily and not in confidence or in trust. Entrants acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between Entrant and Embria or the Contest Entities and that no such relationship is established by Entrant's submission of a Drawing under these Rules.

19. FORUM AND RECOURSE TO JUDICIAL PROCEDURES: These Rules shall be governed by, subject to, and construed in accordance with the laws of the State of Iowa, United States of America, excluding all conflict of law rules. If any provision(s) of these Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. To the extent permitted by law, the rights to litigate, seek injunctive relief or make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Contest are hereby excluded, and Entrants expressly waive any and all such rights.

20. ARBITRATION: By entering the Contest, you agree that exclusive jurisdiction for any dispute, claim, or demand related in any way to the Contest will be decided by binding arbitration. All disputes between you and Embria of whatsoever kind or nature arising out of these Rules, shall be submitted to Judicial Arbitration and Mediation Services, Inc. ("JAMS") for binding arbitration under its rules then in effect in the Des Moines, Iowa, USA area, before one arbitrator to be mutually agreed upon by both parties. The parties agree to share equally in the arbitration costs incurred.

22. WINNER'S LIST: You may request a list of winners after Friday, September 25, 2015 by sending a self addressed stamped envelope to:

Embria Health Sciences, LLC
ATTN: Marketing Department
2105 SE Creekview Drive
Ankeny, Iowa 50021

(Residents of Vermont need not supply postage).