

## 2023-2024 LivePURE Majik Transformation Challenge Terms and Conditions

By participating in the LivePURE Majik Transformation Challenge, you accept and agree to be bound by these terms and conditions.

### **Overview:**

LivePURE's goal is to kick off a series of two 90-day challenges to promote LivePURE's innovative weight loss products - Majik and Majik+. These challenges will not only engage our valued brand partners and customers but also nurture a health-conscious community around our brand. Additionally, they will provide us with valuable marketing material in the form of testimonials and transformation pictures. Eligible Brand Partners and customers of the LivePURE innovative weight loss products Majik and Majik+ (each a "Contestant") can qualify for the LivePURE Majik Transformation Challenge (the "Challenge" or "Contest") by providing before and after photos + a review/testimony from product users during the Contest which LivePURE can share these experiences with the public.

### **Qualification Period:**

The commencement dates for each Challenge will be as follows, with the Contestants vying for success in their health journey with Majik and Majik+.

#### **Challenge Timeline:**

Round One: Starting January 1, 2024 and concluding March 31, 2024

- Registration Open: December 26, 2023 – March 1, 2024
- Submission Week: April 1 – 7, 2024

Round Two: Starting April 1, 2024 and concluding June 30, 2024

- Registration Open: March 25 – June 1, 2024
- Submission Week: July 1 – 7, 2024

### **Qualification and Requirements and Details:**

Eligible Brand Partners and customers of the LivePURE innovative weight loss products Majik and Majik+ (each a "Contestant") can qualify for the LivePURE Majik Transformation Challenge (the "Challenge" or "Contest") by complying with the following within the Challenge Timeline. (NO PURCHASE NECESSARY.)

\* Employees and suppliers are not able to participate.

### **Rules:**

1. At the end of each challenge round, all entries will be reviewed. Winners will be

chosen by LivePURE by calculations of:

Total Body Transformation Photos (50%): The overall transformation of each Contestant's appearance, judged by the Contest Sponsor both from the original "before" and "after" photographs as well as the current photograph of the Contestant.

Experience Journal (30%): This is a written journal experience turned in with final pictures. It should include products used, lifestyle changes and improvements. Multiple formats are acceptable for judging, including but not limited to digital documents, PDFs, photos, videos, and social media content.

Weight Loss (20%): Contestants will be evaluated based on the total percentage of weight loss achieved.

2. The Contestant must submit at least 2 before and 2 after photos. One facing the camera, and one facing sideways.

Upload the Contestant's "before" and "after" photos. To be considered, the Contestant's photos must be head to toe. Workout clothes are suggested. Please take your photo with a blank wall in the background. Please have someone take the photo rather than submitting a selfie.

To be considered for publication in the LivePURE Before and After Gallery, both photos must be taken in the same light, from the same angle and distance, with the same camera. Additionally, the Contestant must feature the same makeup and/or skin tone in both photos. Photos must contain only one Contestant. If two or more individuals are contained in the photos, each individual must be a Contestant and complete a separate submission form.

3. By submitting the Contestant's photos, the Contestant acknowledges and agrees to the following (and if the Contestant does not so acknowledge and agree, then the Contestant is prohibited from submitting photos):

I am the subject of the photos and have the right to distribute these photos to LivePURE. The decision to share these photos with LivePURE is one that I have made willfully without coercion or external force. I acknowledge submission and/or the use of these photos by LivePURE does not entitle me to any compensation of any kind. I am submitting these photos free of charge to LivePURE. I acknowledge LivePURE has the sole discretion to determine if it will use my photos. I have no cause of action or right to compensation if LivePURE does not use my photos. I affirm the photos submitted are in the original form and have not been edited or otherwise altered to enhance my appearance or to accentuate any particular result. I declare the differences demonstrated in my photos are results I achieved with a healthy diet, regular exercise, and the incorporation of LivePURE products into my lifestyle. I confirm

the photo dates indicated above are the dates on which the photos were taken.

I provide LivePURE with the explicit rights to use these photo(s) in the context of a product or experience testimonial. I agree LivePURE may display the photos online, in print, or in live events. To revoke these rights, I agree I must provide LivePURE with a written request for removal. I understand upon receipt of my written request for removal, LivePURE has 120 days to remove my photos from online materials and cease use of my photo(s) in any future printed materials.

4. Contestants from Round One are eligible for Round Two participation. However, new photos must be taken at the time of registration and submission.

#### Prizes:

After each 90-day Challenge round, LivePURE will award the following prizes (each a "Prize") to the top Contestants:

- Third Place: \$1,000 in cash and a product of their choice\*\*
- Second Place: \$1,500 in cash and a product of their choice\*\*
- First Place: \$3,000 in cash and a product of their choice\*\*

\*\* Product of their choice = any single SKU product available

#### Eligibility Requirements:

The Contest is valid for any Brand Partner and customer of the LivePURE innovative weight loss products Majik and Majik+. (NO PURCHASE NECESSARY.) Contestants who are Brand Partners must be Active and in good standing at the time of earning and receiving the LivePURE Majik Transformation Challenge Prize. Active is defined as having 100PV or more (either personal product purchases or product sales to Retail and Preferred Customers or any combination thereof) every 28 days. PV (Product Volume) is the amount of volume assigned to each product. A Brand Partner in good standing is compliant with the Brand Partner Agreement, and has not received a compliance sanction, including but not limited to a sanction for probation, suspension or termination. Additionally, any notice for breaches of the Non-Solicitation, Non-Competition, Confidentiality or Proprietary Information provisions of the Brand Partner Agreement will result in forfeiture of all LivePURE Majik Transformation Challenge Prizes and will disqualify the Brand Partner from being awarded LivePURE Majik Transformation Challenge Prizes in the future. In addition, Brand Partners must abide by the LivePURE Policies and Procedures. LivePURE reserves the right to disqualify a Brand Partner or customer if a policy violation, fraud, or other conduct that compromises the integrity of the Contest is identified, as determined by LivePURE at its sole discretion.

From time to time, LivePURE may, in its sole discretion, update, amend, add to, or modify the LivePURE Majik Transformation Challenge Eligibility Requirements without advance notice.

Any Prizes will be provided to the applicable Contestant within 20 business days after the end of the Contest Period.

All determinations and decisions as to awarding the LivePURE Majik Transformation Challenge Prizes are solely at LivePURE's discretion.

LivePURE reserves the right, in its sole discretion, to recover an equitable amount of any awarded Brand Partner Prize directly or indirectly through the withholding of future commissions if:

a. A qualifying Brand Partner is found to have violated any LivePURE policies in connection with receiving or increasing a LivePURE Majik Transformation Challenge Prize.

LivePURE assumes no responsibility for notifying Contestants who are Brand Partners of any returns or cancellations within their organization that affect qualifications.

All applicable taxes are the responsibility of the Contestant. The value of the LivePURE Majik Transformation Challenge Prize awarded to a Brand Partner will be included as reportable income in the award recipient's 1099.

LivePURE reserves the right to discontinue, cancel or modify this Contest at any time and in its sole discretion without notice.

The LivePURE Majik Transformation Challenge is sponsored by PURE Gen Holdings, Inc., ("PURE") – 7164 Technology Dr., Ste. 100, Frisco, TX 75033.

**THIS CONTEST IS VOID WHERE PROHIBITED BY LAW. NO PURCHASE IS REQUIRED.**