



Nerium 90-Day Challenge Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. VOID IN QUEBEC AND WHERE PROHIBITED BY LAW, RULE OR REGULATION. USING COMPANY'S PRODUCTS; BECOMING A NERIUM INTERNATIONAL CUSTOMER, PREFERRED CUSTOMER OR BRAND PARTNER; OR OTHERWISE MAKING A PURCHASE WILL NOT INCREASE OR OTHERWISE IMPACT YOUR CHANCES OF WINNING.

1. ELIGIBILITY: The Nerium 90-Day Challenge ("Challenge") is open to residents of: (i) the fifty United States and the District of Columbia, including territories, possession and military bases ("United States"); and (ii) Canada, excluding Quebec ("Canada"). Void where prohibited by law, rule or regulation. Entrants must be over the legal age of majority in the jurisdiction in which they reside at the time of entry. Corporate employees, officers and directors of Nerium International, LLC ("Company"); its subsidiaries, affiliated companies, contractors and agents; as well as those individuals/entities engaged in the development of, the production or distribution of materials for or the implementation of, this Challenge (collectively referred to herein as the "Challenge Entities"); and persons in the immediate family (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) of or those living in their same household (whether or not related) as any person in any of the Challenge Entities are not eligible to enter. Professional and/or semi-professional models; any individual who has made over \$10,000 USD modeling in any calendar year in the past five years; or models under contract are also not eligible to enter. Nerium International Customers; Preferred Customers (Retail Customers who are enrolled in the Auto-Delivery Order program); and Brand Partners (people or companies who have filled out the Nerium International application, had their application approved and are in the Genealogy); as well as their respective family members are eligible for entry, as well as any other individual who wish to use, or is currently using, Nerium products. Any individual who is eligible to participate in accordance with these Official Rules (each, a "Participant") in this Challenge may, during a Challenge Period (See Rule 2), elect to become a new Brand Partner – but doing so will not increase, effect or otherwise influence the Participant's chances of winning in any respect. BY ENTERING THIS CHALLENGE, EACH PARTICIPANT CERTIFIES THAT HE OR SHE MEETS ALL ELIGIBILITY REQUIREMENTS AND AGREES TO ACCEPT AND BE LEGALLY BOUND BY ALL TERMS OF THESE OFFICIAL CHALLENGE RULES ("OFFICIAL RULES").

2. QUARTERLY CHALLENGE PERIODS: The Nerium 90-Day Challenge 2016–2017 Quarterly Contest ("Quarterly Challenge" or "Challenge") Period begins at 12:00 a.m. Central Time ("CT") on November 1, 2016 and ends at 11:59 p.m. CT on March 30, 2017 ("Contest Period"). There are four (4) Quarterly Contest Periods within the overall Contest Period: the Winter 2016 Quarterly Contest Period begins on November 1, 2016 at 12:00 a.m. CT and ends on March 30, 2017 at 11:59 p.m. CT; the Spring 2017 Quarterly Contest Period begins on April 1, 2017 at 12:00 a.m. CT and ends on June 30 at 11:59 p.m. CT; the Summer 2017 Quarterly Contest Period begins on July 1, 2017 at 12:00 a.m. CT and ends on September 30, 2017 at 11:59 p.m. CT; and the Fall 2017 Quarterly Contest Period begins on October 1, 2017 at 12:00 a.m. CT and ends on December 30, 2017 at 11:59 p.m. CT; (each, a "Quarterly Contest Period"). The specific dates and times relating to each Challenge Period (including, but not limited to, the start date/time, end date/time, submission and/or other deadlines) will be featured on 90DayChallenge.com (the "**Website**") and are hereby incorporated by reference into these Official Rules. Each Challenge Period during the Challenge is separate and distinct and Entries (defined below) from one Challenge Period do not automatically carry forward to be included in subsequent Challenge Periods. Nerium International LLC's ("Company") computer is the official time-keeping device for the Contest Period and each Quarterly Contest Period.

3. HOW TO ENTER: Participants can submit their Entry (defined below) by visiting the Website. Follow the on-screen instructions to sign up on the site, create a profile and complete the Official Entry. To enter, you will be required to pick a singular product or product regimen and upload one "Before" photo and one "After" photo. Photos must be taken with a white or light background. During each Quarterly Challenge Period, individuals will have submitted photographs, essay answers and other materials in the Nerium 90-Day Challenge 2016–2017 "Quarterly Challenge" pursuant to the Official Rules. At the end of each Quarterly Contest Period, all submission materials will be posted online (accessible via the Nerium 90-Day Challenge website located at 90DayChallenge.com) for a period of two weeks (14 days) (each, a "Voting

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Period"). During the Voting Period, the Nerium International community will vote for the Quarterly Challenge Entry that exemplifies the best and most compelling Real Results. Subject to the terms and conditions herein, the Quarterly Contest Entry that receives the most online votes, plus input from the Nerium International Home Office, will be the winner of Quarterly Challenge Prizes which include \$3,000 (U.S. Dollars) for the Grand Prize Winner, \$1,000 for the second place winner, and \$500 for the third place winner.

VOTING: At the end of each Quarterly Contest Period, all Quarterly Contest Entries applicable to that Quarterly Contest Period will be posted online (on the Nerium 90-Day Challenge website accessible at the URL listed above in Section 2) during the applicable Voting Period. Quarterly Contest Entries will be posted by 12:00 p.m. CT on or around the last Monday of the month following each Quarterly Challenge Period. Winter 2017 Quarterly Contest Entries will be posted on or around April 3, 2017 at 12:00 p.m. CT. Spring 2017 Quarterly Contest Entries will be posted on or around July 3, 2017 at 12:00 p.m. CT. Summer 2017 Quarterly Contest Entries will be posted on or around October 2, 2017 at 12:00 p.m. CT. Fall 2017 Quarterly Contest Entries will be posted on or around January 8, 2017 at 12:00 p.m. CT. All dates and times are subject to change at the absolute and sole discretion of the Company.

During the applicable Voting Period, members of the Nerium International community and Nerium International's social media followers will be able to view and vote for the Quarterly Contest Entry in each category that they believe exemplifies the best and most compelling overall Real Results.

The Quarterly Contest Entry in each category that receives the highest number of votes during the Voting Period in each Quarterly Contest Period plus the votes from the Nerium International Home Office Staff will be named the potential winners for the applicable Quarterly Contest. The Company reserves the right to modify how the voting is conducted at any time, at Company's sole and absolute discretion.

Quarterly Contest winners will be announced by the Company on the Nerium 90-Day Challenge website at www.90DayChallenge.com approximately one (1) week following completion of the applicable Voting Period and will be subject to Company's verification. To the extent they have not already done so, winners of a Quarterly Contest will be required to sign and return a W-9 tax form (or W-8BEN tax form for non-U.S. residents), and an affidavit of eligibility and liability/publicity release within seven (7) days of notice or attempted notice. If a Quarterly Contest Winner fails to sign and return the W-9 (or W-8BEN) and affidavit of eligibility and liability/publicity release within the required time period, the prize will be forfeited, and it will be awarded to an alternate potential winner receiving the second highest number of votes in the applicable category and the second highest votes from Nerium International's Home Office Staff for the applicable Quarterly Contest Period, as determined by Sponsor in its sole discretion.

Participants may not enter through a club (or similar method), with multiple email and/or street addresses, nor shall Participants use any other device or artifice to enter more than the permitted number of times. Any use of online challenge clubs (or similar methods), robotic, automatic, macro, programmed or like entry methods will void all such Entries by such methods and disqualify any Participant using such methods. In the event of a dispute regarding who submitted an Entry, the Company reserves the right, in its sole and absolute discretion, to deem the Entry to have been submitted by the authorized account holder of the email address submitted at the time of entry. "Authorized account holder" is defined as the person who is assigned an email address by an internet provider, online service provider or other organization (e.g. business, educational institute, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. An entrant may be required to provide proof (in a form acceptable to the Company – including, without limitation, government issued photo identification) that he/she is the authorized account holder of the email address associated with the Entry in question and, if applicable, that he/she has all necessary consents, permissions and/or licenses as required by these Official Rules.

4. REQUIREMENTS FOR ENTRY MATERIALS: All Photos must be of 300 dpi or higher resolution. All story submissions must be completed in English only. Photos must not be taken by professional photographers and must not contain any third party's intellectual property (including, but not limited to trademarks, logos, names, copyrights or trade names), nor must any other person (other than the Participant in the case of a Photo depicting a face) appear in a Photo. Incomplete Entries or those including only one (1) element or another of the Entry Materials will be immediately disqualified. Entries sent or received via any other channel (mail, facsimile, etc.) will not be considered. Company reserves the right without notice to

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disqualify and/or remove any Entry in whole or in part for any reason within its sole and absolute discretion if it believes the Entry is not in the spirit of the Challenge; or is not compliant with these Official Rules; or will have a detrimental impact on Company, this Challenge or any of Company's brands, products or services. Without limitation, Company reserves the right in its absolute discretion to refuse, disqualify or withdraw any Entry and/or Participant(s) at any time during the Challenge, including but not limited to: obvious lack of good faith, noncompliance, obscene, offensive, sexually inappropriate or otherwise unsuitable Entries (or any portion thereof), such as those Photos depicting violence, nudity or explicit activity, as determined by the Company (in its sole discretion), and they will not be considered valid. Professionally created, enhanced or retouched Photos will be disqualified. Entry Materials must not include inappropriate, sensitive or personally identifiable information of any other individual or group of individuals (all as determined by the Company in its sole discretion).

5. ENTRY LIMIT AND VERIFICATION: Limit one (1) Entry per person per Challenge Period. Proof that you uploaded an Entry does not constitute proof or evidence that it was received within a Challenge Period or is eligible for the Challenge. If it is discovered by the Company (using any evidence or other information made available to or otherwise discovered by the Company) that any person has attempted to: (i) obtain more than one (1) Entry; and/or (ii) use multiple names, identities, email addresses and/or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or to disrupt this Challenge; then he/she may be disqualified from the Challenge in the sole and absolute discretion of the Company. The Company reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Company – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in this Challenge; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Entry or other information entered (or purportedly entered) for the purposes of this Challenge; and/or (iii) for any other reason the Company deems necessary, in its sole and absolute discretion, for the purposes of administering this Challenge in accordance with these Official Rules. Failure to provide such proof to the complete satisfaction of the Company within the timeline specified by the Company may result in disqualification at the sole and absolute discretion of the Company.

6. RIGHTS AND LICENSE: By submitting an Entry, Participants represent and warrant that their Entry Materials, in whole and in part: (i) are the original creations of the Participant and/or Participant holds all right, title and interest in and to them (and is able to show written proof of same if requested); (ii) have not been copied, in whole or in part, from any other work; and (iii) do not violate or infringe any copyright, trademark or other intellectual property or any other right of any person or entity. By entering, at the time you submit your Entry to Company, and whether or not your Entry is selected as a winner, you hereby: (i) grant to the Company, in perpetuity, a non-exclusive license to publish, display, reproduce, modify, edit or otherwise use the Entry Materials associated with the Entry, in whole or in part, for advertising or promoting the Challenge or for any other reason; (ii) waive all moral rights in and to his/her Entry Materials in favor of the Company (and anyone authorized by the Company to use the Entry Materials); and (iii) agree to release, indemnify and hold harmless the Released Parties (defined below) from and against any and all claims related, directly or indirectly, to his/her Entry Materials – including, without limitation, claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related or other cause of action. For greater certainty, the Company reserves the right, in its sole discretion, to modify, edit or remove any Entry (or a component thereof), or to request an entrant to modify or edit his or her Entry (or a component thereof), if a complaint is received with respect to the Entry (or a component thereof) or for any other reason at any time. If such an action is necessary at any time, then the Company reserves the right, in its sole and absolute discretion, to: (i) disqualify the Entry; and/or (ii) disqualify the Participant and all of his/her Entries. Each Participant agrees to execute all documents and perform all acts deemed necessary by Company to give effect to the foregoing clause. For the avoidance of any doubt, you understand and agree that your Entry Materials, in whole or in part, may be used in whole or in part by Company worldwide, royalty free for any purpose and in any media or medium whatsoever now known or hereinafter developed (including, without limitation, print, broadcast, radio, digital and online) without further notice, compensation or review. You also acknowledge and agree your Entry Materials or any element thereof may be used in whole or in part, alone or in combination with other works, and that they may be changed, altered, edited or modified, used in distorted, illusory or composite form or in any other manner, as solely determined by Company at any time during or after this Challenge. Entry Materials or any part thereof may, but without obligation, appear in Company's and any Brand Partner's replicated websites, related social media sites, electronic communications or other promotional materials at Company's sole discretion.

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HOWEVER, COMPANY MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES WHATSOEVER (EXPRESSED OR IMPLIED) OF ANY KIND OR OTHER BENEFIT OF ANY KIND BY VIRTUE OF THEIR PARTICIPATION IN THIS CHALLENGE WHETHER OR NOT SELECTED AS A WINNER.

7. JUDGING PROCESS: All eligible Entries will be judged by a panel of qualified judges chosen by Company whose decisions with respect to the judging of Entries will be final and binding (without right of appeal). The Entries will be judged on the following criteria: (i) degree and quality of contrast between the “Before” Photo and “After” Photo; (ii) number of votes received; and (iii) perceived vitality and brand representation. Each Entry will be given a score (the “Score”). The eligible entrant associated with the top eligible Entry based on total Score (as determined by the judges, in their sole and absolute discretion) will be selected as the eligible winner of the Grand Prize (subject to compliance with these Official Rules). In the event of a tie between two or more eligible Entries based on Score, the eligible entrant associated with the eligible Entry – from amongst all such eligible Entries that are tied – with the highest score on criteria (i) (followed in the event of a further tie by criteria (ii), then criteria (iii)) will be selected as the eligible winner of the Grand Prize. In the event of an exact tie based on all criteria, a new panel of judges will be appointed by the Company to break the tie in accordance with the preceding procedure. The exact same voting and judging process will be used to determine the second and third place winners as well.

IMPORTANT NOTE: In the event that the Grand Prize winner is affiliated with a Brand Partner, then the Brand Partner will be eligible to win the Brand Partner Prize. In the event that the Grand Prize winner is not affiliated with a Brand Partner, then there will be no Brand Partner Prize for the applicable Challenge Period.

8. NOTIFICATION AND CONFIRMATION PROCESS: The Company or its designated representative will contact the eligible winners of the Grand Prize, second and third place winners (and, if applicable, the eligible winner of the Brand Partner Prize) following the close of the applicable Challenge Period once voting has concluded. If an eligible winner: (i) cannot be contacted within a reasonable time period following the end of the applicable Challenge Period or if there is a return of any notification as undeliverable; (ii) fails to return any required documents within the specified time; (iii) cannot accept (or is unwilling to accept) the applicable Prize (as awarded) for any reason and/or (iv) is determined to be in violation of these Rules – including, without limitation, if a Canadian eligible winner fails to correctly answer the skill-testing question outlined in Section 14 of this document (all as determined by the Company in its sole and absolute discretion), then he/she may, in the sole and absolute discretion of the Company, be disqualified (and, if disqualified, will forfeit all rights to the applicable Prize) and the Company reserves the right, in its sole and absolute discretion and time permitting, to select an alternate eligible Participant based on the next highest Score in accordance with these Rules to be the eligible winner of the applicable Prize (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner). In the event a Participant is disqualified for any reason, then the Brand Partner (if applicable) associated with that Participant will not be eligible to win a Brand Partner Prize.

9. PRIZES: The following Prizes (each, a “Prize” and collectively the “Prizes”) are available to be won in relation to each Challenge Period (subject to final verification of eligibility and compliance with these Official Rules):

Grand Prize: There will be one (1) Grand Prize available to be won, consisting of a one-time cash award of \$3,000 USD.

Brand Partner Prize (if applicable): There will be one (1) Brand Partner Prize available to be won, consisting of a one-time cash award of \$250 for the enrolling Brand Partner of the Grand Prize Winner.

Second Place: There will be one (1) second place prize available to be won, consisting of a one-time cash award of \$1,000 USD.

Third Place: There will be one (1) third place prize available to be won, consisting of a one-time cash award of \$500 USD.

Without limiting the generality of the foregoing, the following general conditions apply to all Prizes: (i) Prize must be accepted as awarded and is not transferable and/or assignable (ii) by accepting the Prize, the winner agrees to waive all recourse against the Released Parties (defined below) if the Prize or a component thereof does not prove satisfactory, either in whole or in part.

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Limit one (1) Prize per person. All federal, state and local taxes, if any, are the sole responsibility of the winners. In no event will Released Parties be responsible to award more than the stated number of prizes herein. Any prize referenced or depicted in advertising materials is for illustrative purposes only and may not be the actual prize awarded.

Tax Information: All taxes on the prizes are the sole responsibility of the winner. The winner agrees to provide any required information necessary to satisfy taxing authorities.

10. GENERAL CONDITIONS: In the event of noncompliance; if a Participant becomes noncompliant or ineligible during the Challenge Period; if a winner cannot be reached using the information provided on their Entry Form; or if a Prize or prize notification is returned as unclaimed or undeliverable, that prize will be forfeited and an alternate winner may be selected at the discretion of the Company. Unclaimed prizes will not be awarded. BY PARTICIPATING, PARTICIPANTS AGREE TO RELEASE, DISCHARGE AND HOLD HARMLESS THE COMPANY; ITS AFFILIATES; SUBSIDIARY COMPANIES; ADVERTISING AND PROMOTION AGENCIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, SALESPEOPLE, REPRESENTATIVES AND AGENTS (COLLECTIVELY, THE "RELEASED PARTIES") FROM AND AGAINST ANY AND ALL ALLEGED AND/OR ACTUAL CLAIMS; CAUSES OF ACTION; DEMANDS; LOSSES; SETTLEMENTS (WHETHER OR NOT LITIGATION IS COMMENCED); LIABILITIES AND DAMAGES OF ANY KIND WHATSOEVER EXISTING NOW OR ARISING IN THE FUTURE (INCLUDING, WITHOUT LIMITATION, BODILY INJURY, PERSONAL INJURY, DEATH, DISABILITY, PROPERTY DAMAGE, VIOLATION OF PROPRIETARY, PUBLICITY, PRIVACY OR ANY OTHER RIGHT), COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, COURT COSTS, SETTLEMENTS AND DISBURSEMENTS) DIRECTLY OR INDIRECTLY ARISING OUT OF USE OF THE ENTRY MATERIALS; THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF A PRIZE; PARTICIPATION IN ANY CHALLENGE AND/OR PRIZE-RELATED ACTIVITY; ACCESS TO THE WEB SITE AND/OR OTHER PARTICIPATION IN THIS CHALLENGE.

11. LIMITATIONS OF LIABILITY: Released Parties are not responsible for any incorrect or inaccurate information, whether caused by website users, human error, tampering, hacking or by any of the equipment or programming associated with or utilized in the Challenge and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications failure, theft, loss or destruction of Entries. Released Parties are not responsible for injury or damage to participants' or to any other person's computer or other device related to or resulting from downloading materials from or use of any website. If, for any reason, the Challenge is not capable of running as planned by reason of, but not limited to, tampering, unauthorized intervention, fraud, technical or other failures or errors or any other causes which Company deems, in its sole opinion, could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Challenge, Company reserves the right at its sole discretion to cancel, terminate, modify or suspend the Challenge and select the winner(s) from eligible Entries received prior to the action or as otherwise may be deemed fair and equitable by Company.

Released Parties shall not be liable to Participants and/or winners or any other person for failure to execute the Challenge or supply a Prize or any part thereof, by reason of any act of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot or any similar or dissimilar event beyond their reasonable control.

In no event will Released Parties be responsible or liable for any damages or losses of any kind, including direct, indirect, incidental, consequential or punitive damages arising out of your participation in this Challenge, Challenge-related activities or access to and use of any participating internet site(s) or the downloading from and/or printing material downloaded from said site(s). Without limiting the foregoing, everything on this site is provided "AS IS" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Some jurisdictions may not allow the limitations or exclusion of liability for incidental or consequential damages or exclusion of implied warranties.

THIS CHALLENGE IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF TEXAS WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Challenge, Participants agree that any and all

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disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Challenge shall be resolved individually, without resort to any form of class action, exclusively before a court of competent jurisdiction located in Dallas County, Texas.

12. WINNERS' LIST: Consumer prize winners will be posted on the corporate website, as well as replicated websites following verification and prize award.

13. COMPANY: Nerium International, 4006 Belt Line Road, Suite 100, Addison, Texas 75001.

14. CONSENTS: By entering this Challenge, each Participant expressly consents to the Company, its agents and/or representatives, storing, sharing and using the personal information submitted with his/her Entry only for the purpose of administering the Challenge and in accordance with Company's privacy policy

(available for USA: <http://www.neriumsupport.com/downloads/privacy.pdf> and

Canada: http://www.neriumsupport.com/downloads/Nerium_Canada_Privacy_Policy.pdf).

This section does not limit any other consent(s) that an individual may provide the Company or others in relation to the collection, use and/or disclosure of their personal information.

The Company reserves the right, in its sole discretion, to adjust any of the dates, timeframes and/or other Challenge mechanics stipulated in these Official Rules, to the extent necessary, for purposes of verifying compliance by any entrant or Entry with these Official Rules or as a result of any technical or other problems or in light of any other circumstances which, in the opinion of the Company, in its sole and absolute discretion, affect the proper administration of the Challenge as contemplated in these Official Rules or for any other reason.

In the event of any discrepancy or inconsistency between the terms and conditions of these Official Rules and disclosures or other statements contained in any Challenge-related materials, the terms and conditions of these Official Rules shall prevail, govern and control to the fullest extent permitted by law.

15. FOR ELIGIBLE CANADIAN WINNERS: Before being declared a confirmed winner, each eligible winner who is a resident of Canada will be required to correctly answer a mathematical skill-testing question without mechanical or other aid (which may, in the sole and absolute discretion of the Company, be administered online, by email or other electronic means, by telephone or in the Company's form of declaration and release).