

Complete Nutrition Club Rewards Membership

TERMS & CONDITIONS

The following Terms and Conditions govern membership in the Complete Nutrition® CLUB Rewards program (the “Program”). Membership in the Program binds an enrolled member (the “Member”) to the terms set forth herein. By participating in the Program, the Member agrees to the Terms and Conditions, rules, regulations, policies, and procedures of the program available at <https://www.cnclubrewards.com>. You may contact Complete Nutrition® at 17220 Wright Street, Suite 200, Omaha, NE 68130; 866-922-6922.

Changes to The Agreement

Complete Nutrition (the “Company”) reserves the right to change these Terms and Conditions, or to terminate the Program at any time. Upon any change or termination, the Member will be notified in writing sent to the Member’s e-mail address as provided to the Company. As permitted by applicable law, any change or termination will become effective at the time specified by the Company. The Member is responsible for remaining knowledgeable about these Terms and Conditions, and is deemed to accept any changes if the Member fails to notify the Company, in writing, of a desire to opt-out within 30 days of the date the notice of changes is sent. Should the Member timely choose to opt-out, the Member’s participation in the Program will be terminated.

Disclaimers and Limits of Liability

The Company and its affiliates make no representations, warranties, or conditions of any kind, express or implied, with respect to the Program, including, but not limited to, any implied warranty of merchantability, fitness for a particular purpose, title, or non-infringement, or any warranty arising by usage of trade, course of dealing or course of performance. The Company and its affiliates do not represent or warrant that the Program will be accepted at all Complete Nutrition® stores.

The Company and its affiliates shall have no liability for any incidental, indirect, or consequential damages (including, without limitation, loss of profit, revenue or use) arising out of or in any way connected with the Program, whether in contract, warranty, tort, product liability, strict liability or other theory, even if the Company or its authorized representatives have been advised of the possibility of such damages. In no event shall the Company or its affiliates have any liability for any unauthorized access to or use of any membership account related to the Program.

The laws of certain states or other jurisdictions may not allow limitations on implied warranties, or the exclusion or limitation of certain damages. If these laws apply, some or all of the above disclaimers, exclusions or limitations may not apply and the Member may have rights in addition to those contained in these Terms and Conditions. In such jurisdictions, the Company’s liability is limited to the greatest extent permitted by the law of that particular jurisdiction.

Assignment

The Company may assign all or part of the Program without such assignment being considered a change to these Terms and Conditions without notice. Upon assignment, the Company is released from all liability. The assignee shall have the same rights and obligations as the assignor with respect to the Program.

Acknowledgement

The Member acknowledges that he or she has read and understands these Terms and Conditions, and further that he or she has been given access to a copy of these Terms and Conditions. The Member agrees to comply with all the provisions set forth in the Terms and Conditions.

Inquiries or Questions

If the Member has any questions regarding these Terms and Conditions or the Program, the Member should contact his or her Complete Nutrition® store or visit our CLUB Rewards web site at <https://www.cnclubrewards.com>.

Entire Agreement, Construction

These Terms and Conditions constitute the entire agreement between the parties and supersedes all prior agreements between the parties, whether written or oral. The invalidity or unenforceability of any provision of these Terms and Conditions shall not affect the validity or enforceability of any other provision. The waiver of any breach shall not constitute a waiver of any subsequent breach of these Terms and Conditions.

Applicable Law; Jurisdiction

These Terms and Conditions shall be governed by the laws of the United States and the State of Nebraska without regard to its conflict of law provisions. The Member and the Company agree to submit to the personal and exclusive jurisdiction of the courts located within Douglas County, Nebraska.

Joining Complete Nutrition Club Rewards

Membership

The membership account is personal to the Member and may not be sold, transferred or assigned to, or shared with, family, friends or others, or used by the Member for any commercial purpose. The Member may have only one (1) membership account. By paying the membership fee, the Member acknowledges and agrees to these Terms and Conditions.

Eligibility

Unfortunately, not all stores participate in the Program or have the ability to honor Points (as defined below) at this time. Visit the Program website at <https://www.cnclubrewards.com> to find a list of participating store locations.

Membership in the Program is available to individuals who: (a) are over 18 years of age as of the date of first participation in the Program; (b) agree to these Terms and Conditions and the Company's Website and Mobile Application Privacy Policy; and (c) possess a valid, active and personal email address issued in that individual's name.

From time to time, the Company may extend new-member enrollment offers to its customers to promote new membership in the Program. Such enrollment offers are limited to new members only. An existing member of the Program may not receive enrollment offers for creating additional membership accounts. Membership accounts under the same name and email address will automatically be combined.

The Company reserves the right to provide membership benefits to some members based on geographic location, program participation or information supplied by the Member. Some of the Company's special promotional offers, benefits, and communication also may be based on the volume or type of purchases.

Abuse of the Program (for example, failing to follow the Program's policies, allowing other individuals to use your membership or other improper conduct as determined by the Company in its sole discretion) may result in termination of the Member's membership account and enrollment in the Program, and disqualify the Member from future participation in the Program.

Benefits and Rewards

Members of the Program will receive various benefits as part of their membership. These benefits can be changed at any time, at the sole discretion of the Company, without notice to the Member. A full list of membership benefits can be found at <https://www.cnclubrewards.com>.

Earning Rewards Points

In addition to the various benefits, members of the Program will earn rewards points ("Points").

The Member is eligible to receive Points: (1) for in-store purchases, subject to restrictions ("Transactional Points"); (2) for non-purchase activities taken online, in-store, or through the Complete Nutrition® Mobile Application (the "Mobile Application") ("Earned Points"); and (3) for purchases of specified products or services from a participating store, or during a specified time period, for promotional, added value purposes ("Promotional Points").

All Points will be awarded to the Member's membership account 1-2 days after purchase.

Redeeming Rewards Points

When purchasing items or services at a participating store, the Member may choose to either redeem Points or continue saving Points to use on a future purchase of items or services. If the Member elects to redeem Points, such Points will be converted into redemption dollars and the value of which will be deducted from the total price of the Member's purchase. Redemption dollars will not be paid out in cash or store credit. If Points have been redeemed, the Company will not re-load redeemed Points in the case of a return. Redemption dollars may be used for the purchase of products or services at the discretion of each participating store location. The Company may, at any time and without notice, in its sole discretion, change, eliminate, or terminate Point earning and redemption procedures and offerings. Upon redemption of Points, the Points will immediately be deducted from the Member's membership account. Once Points are redeemed, Points cannot be credited back to the Member's membership account.

If the Member returns an item for a refund, the Member will receive the amount paid out-of-pocket for the item after the Points redemption discount. If the Member purchased several items using Points, the refund will reflect what the Member paid out-of-pocket for each particular item being returned, prorated to reflect the discount received on each item after the Points redemption discount. If an item is being exchanged in-store, the Member will be given an even exchange for the total value of amount paid out-of-pocket plus Points redeemed. Exchanges are not available for online returns.

The sale or barter of Points, or any other award or benefit (other than by the Company) is expressly prohibited. Any Points, award, or benefit transferred, assigned, or sold in violation of these terms and conditions will be confiscated and membership in the Program will be terminated.

Reward Points Restrictions

The Points are personal to the Member and may not be sold, transferred or assigned to, or shared with, family, friends or others, or used by the Member for any commercial purpose. Points accumulated under the Program have no cash value. Any Point redemption values for products or services are determined by the Company in its sole discretion, and are subject to change without notice. The Company reserves the right to limit Points with respect to any offer or promotion, and to add or move items eligible for earning or redeeming Points at any time, in its sole discretion, without notice. The Points, and all conduct with respect to Points, including but not limited to earning, saving and redeeming, must be in compliance with these Terms and Conditions.

Points will not be earned on the portion of a transaction that was sales tax, paid using gift cards, returned merchandise, shipping costs, or paid for using Points. Points will also not be earned on purchases made prior to becoming a member of the Program.

Expiration of Rewards Points

EARNED POINTS AND TRANSACTIONAL POINTS WILL REMAIN VALID UNTIL THE CONCLUSION OF THE MEMBER'S ANNUAL MEMBERSHIP PERIOD. IF THE MEMBER CHOOSES TO RENEW HIS OR HER MEMBERSHIP IN THE PROGRAM, ANY POINTS WILL ROLLOVER TO THE SUBSEQUENT MEMBERSHIP PERIOD. IF THE MEMBER CHOOSES NOT TO RENEW HIS/ OR HER MEMBERSHIP IN THE PROGRAM, ANY POINTS WILL TERMINATE. AT THE SOLE DISCRETION OF THE COMPANY, PROMOTIONAL POINTS MAY HAVE A SHORTER EXPIRATION PERIOD.

The Complete Nutrition® Mobile Application

The Mobile Application download process may require that you provide the following information: name, address, email, gender, birthday, phone number, and other additional information.

By downloading the Mobile Application, the Member agrees to have any and all information collected by his or her InBody, Fitbit, Healthkit, or other mobile application or device visible on the Mobile Application. Any personally identifiable information that you submit to the Program or the Mobile Application, including information uploaded from a device, is covered by the terms of the Company's Website and Mobile Application Privacy Policy and these Terms and Conditions and is not governed by Health Insurance Portability and Accountability Act or the Complete Nutrition Notice of Privacy Practices. The use of the Mobile Application is also governed by the Company's Website and Mobile Application Terms of Use.

Electronic Communications

The Member agrees to receive e-mails, text messages and telephone calls, including automated calls, sent by or on behalf of the Company in connection with membership in the Program. These communications may notify the Member of new products, sales, and special events or business matters associated with membership, including but not limited to membership account status, notify the Member when he or she is eligible for a reward, communicate program changes, offer special membership promotions, coupons, information and offerings that the Company believes may be of

interest to the Member, and more. If the Member does not wish to receive one or more of these communications, he or she can request that the applicable promotional communication(s) be discontinued by contacting the local Complete Nutrition® store or by selecting the “Unsubscribe” or “Opt-Out” link at the bottom of any e-mail (to opt-out of email communications) or text (to opt-out of text messaging). If the Member chooses to “Unsubscribe” or “Opt-Out,” the Company still reserves the right to contact the Member with transactional communications regarding his or her membership account. The Company will not be responsible for any applicable data fees charged by the Member’s internet or wireless carrier.

Miscellaneous

The Program awards Points to members for engaging in and reporting information about healthy behaviors as determined by the Company. The Company reserves the right to add or delete healthy behaviors eligible for Points issuance, restrict the frequency of logging activity or apply Point maximums to any activity at any time, at its sole discretion, without notice. The Program is offered for information and promotional purposes only, and is not intended to provide or constitute medical advice or to be a substitute for obtaining medical advice and treatment from a physician or other health care professional. The member should not take any health care action, including any exercise regimen or biometric measurement, without first obtaining appropriate guidance from the Member’s physician or other health care professional. Giving or receiving information through, or otherwise participating in, the Program does not constitute or create a pharmacist or health care professional-patient relationship.

The Member is responsible for notifying the Company of any changes of email address, mailing address, phone number, name, etc. The Company is not responsible for missing Points due to any of these changes that were not communicated by the Member. Points may be subject to federal, state, or other taxes and such taxes are the sole responsibility of the Member.

Without notice to the Member, the Company reserves the right to suspend any membership in the Program and/or terminate the Member’s membership and/or participation in the Program if the Company determines in its sole discretion that the Member has violated these Terms and Conditions, has more than one (1) account, or that the use of the membership account is unauthorized, deceptive, fraudulent or otherwise unlawful. The Company may, in its sole discretion, suspend, cancel or combine accounts that appear to be duplicative. In the event that the Member’s participation in the Program is terminated, then all accumulated Points in the membership account are void.

Without notice to the Member, the Company also reserves the right to “unregister” and make ineligible for the Program any membership account that has been inactive for two (2) consecutive years. Inactive is defined as no purchases or Points earned. IN THE EVENT THAT THE MEMBER’S MEMBERSHIP ACCOUNT IS UNREGISTERED OR RENDERED INACTIVE, THEN ALL ACCUMULATED POINTS IN THE MEMBER’S ACCOUNT ARE VOID.

Complete Nutrition reserves the right to terminate, discontinue or cancel the Program at any time and in its sole discretion without notice to the Member.

Effective Date: 6/16/16