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# 2013 G.O.O.D. PROMOTION OFFICIAL RULES

- Eligibility: The 2013 Get Out Of Debt (G.O.O.D.) DIAMOND Promotion (hereafter "Promotion") is a
  promotion designed to help new and existing It Works! Global<sup>™</sup> (hereafter "It Works!<sup>®</sup>") Independent
  Distributors to get out of debt in 2013 by adding a potential \$10,000, \$25,000 or \$50,000 extra incentive
  (hereafter "G.O.O.D. Bonus") to reach and maintain rank at the Diamond rank and above. This
  Promotion is available to all new and existing It Works! Independent Distributors as further described
  below (hereafter "G.O.O.D. Distributor"). The Promotion is subject to all applicable local, state,
  provincial and federal laws and regulations. This Promotion is void where prohibited or restricted by law.
- 2. Agreement to Official Rules: By participating in the Promotion, the G.O.O.D. Distributor fully and unconditionally agrees to and accepts these Official Rules and the decisions of It Works!, which are final and binding in all matters related to the Promotion. Whether a G.O.O.D. Distributor receives any compensation is contingent upon fulfilling all requirements set forth herein.
- 3. Timing: The Promotion begins on January 18, 2013 at 12:01 AM EST (GMT-5:00).

A. \$10,000 G.O.O.D. Bonus: A New 2013 G.O.O.D. Distributor is a distributor that signed up as an It Works! Distributor on or after January 1, 2013. but before July 19, 2013 at 11:59 PM EST (GMT-4:00). A New 2013 G.O.O.D Distributor has three full calendar months to qualify at the Diamond rank in order to qualify for this \$10,000 G.O.O.D. Bonus Promotion. This New 2013 G.O.O.D. Distributor must enroll with a Business Builder Kit and be fast start bonus qualified to earn the 2013 G.O.O.D. Bonus. In addition to this \$10,000 G.O.O.D. Bonus, if the distributor enrolls by March 20, 2013, the new Diamond's direct Enroller may receive a \$5,000 High Five Bonus payable as described below.

An Existing 2013 **G.O.O.D. Distributor** is a Distributor who enrolled prior to January 1, 2013, did not qualify under the 2012 **G.O.O.D. Bonus** rules but does qualify for the 2013 \$10,000 **G.O.O.D. Bonus** by achieving the following requirements: must be fast start bonus qualified by having a Business Builder Kit, 80 BV autoship and has 2 Loyal Customers and must qualify by reaching Diamond for the first time on or before March 31, 2013, at 11:59 PM EST (GMT – 4:00).

**B. \$25,000 G.O.O.D. Bonus** Any It Works! Distributor who is fast start bonus qualified and promotes to Triple Diamond for the first time after January 1, 2013 but no later than May 31, 2013 at 11:59 PM EST (GMT – 4:00) qualifies for the \$25,000 **G.O.O.D. Bonus**.

**C. \$50,000 G.O.D. Bonus** Any It Works! Distributor who is fast start bonus qualified and promotes to Presidential Diamond for the first time after January 1, 2013 but no later than May 31, 2013 at 11:59 PM EST (GMT – 4:00) qualifies for the \$50,000 G.O.D. Bonus.

- 4. **\$10,000 Additional Compensation Terms For New G.O.O.D. Distributors:** A New 2013 **G.O.O.D. Distributor** who signed up before July 19, 2013 and that qualifies at the rank of Diamond within their first 3 full calendar months is eligible to receive up to \$10,000, payable at \$400-per-month over 25 months, for as long as he or she maintains and qualifies at the actual paid-as rank of Diamond or higher each month of the 25-month term.
- 5. High Five Bonus—A \$5,000 High Five Bonus shall be paid to the direct Enroller of the New 2013 G.O.O.D. Distributor at the rate of \$200 per month so long as the direct Enroller is qualified at the actual paid as rank of Diamond or above each month of the 25 month term and their sponsored New 2013 G.O.O.D. Distributor signs up before March 20, 2013 at 11:59 pm EST (GMT-4:00) and maintains and qualifies at the actual paid-as rank of Diamond or higher each month of the 25-month term. Given the 3 full calendar month qualification period for New 2013 G.O.O.D. Distributors to qualify, no direct Enroller can qualify for the High Five Bonus after June 30, 2013.

6. **\$25,000 or \$50,000 Additional Compensation Terms For Distributors: Any Distributor** who qualifies for the first time, according to requirements listed above, at the rank of:

**Triple Diamond** by May 31, 2013 is eligible to receive up to \$25,000, payable at \$1000 per month over 25 months as long as he or she is fast start bonus qualified and maintains and qualifies at the actual paidas rank of Triple Diamond or higher each month of the 25-month term.

**Presidential Diamond** by May 31, 2013 is eligible to receive up to \$50,000, payable at \$2000 per month over 25 months as long as he or she is fast start bonus qualified and maintains and qualifies at the actual paid-as rank of Presidential Diamond or higher each month of the 25-month term.

- 7. If all qualifications are met, it is possible for a Distributor to collect the \$10,000, \$25,000 and \$50,000 **G.O.O.D. Bonus** at the same time.
- 8. In order to receive the \$10,000, \$25,000 and \$50,000 G.O.O.D. Bonus for the full 25 months, the G.O.O.D. Distributor must be fast start bonus qualified and maintain an actual paid-as rank of Diamond, Triple Diamond or Presidential Diamond or above each month. If the G.O.O.D. Distributor does not meet this requirement, then he or she will become disqualified and will no longer be eligible for the G.O.O.D. Bonus.

### 9. Examples:

**Example 1**: Assume **G.O.O.D. Distributor A** joins It Works! on February 2, 2013 and qualifies at the rank of Diamond on May 30, 2013. On June 15, 2012, **G.O.O.D. Distributor A** shall receive \$400 in compensation from It Works!, assuming they submit the **G.O.O.D. Bonus** Submission Fax Form. As long as **G.O.O.D. Distributor A** maintains the actual paid-as rank of Diamond or above and other requirements each month during the \$10,000 Promotion period, **G.O.O.D. Distributor A** shall be entitled to receive this \$400-per-month payment until June 15, 2015. The Enroller of **G.O.O.D. Distributor A** shall also be entitled to receive \$5,000 payable at \$200 per month as long as the Enroller of **G.O.O.D. Distributor A** was a Diamond or higher by May 20, 2013 and maintains the actual paid-as rank of Diamond or above and other requirements each month **AND G.O.O.D. Distributor A** maintains the actual paid-as rank of Diamond or above and other requirements each month.

**Example 2**: Assume **G.O.O.D.** Distributor **B** is at the Emerald rank on January 19, 2012. **G.O.O.D.** Distributor **B** qualifies at the Diamond rank on March 31, 2013. **G.O.O.D.** Distributor **B** shall be eligible to receive \$400 in compensation from It Works! on April 15, 2013. As long as **G.O.O.D.** Distributor **B** maintains the actual paid-as rank of Diamond or above each month during the \$10,000 Promotion period, **G.O.O.D.** Distributor **B** shall be entitled to receive this \$400-per-month payment until April 15, 2015. Since **G.O.O.D.** Distributor **B** enrolled prior to January 1, 2013, the Enroller of **G.O.O.D.** Distributor **B** does not qualify for the High Five bonus.

**Example 3**: Same facts as Example 2 but **G.O.O.D. Distributor B** fails to qualify at the Diamond rank or above during December 2013. Once **G.O.O.D. Distributor B** fails to qualify at the Diamond rank or above, all remaining **G.O.O.D.** Diamond Bonus payments are forfeited from that point forward.

**Example 4**: Assume **G.O.O.D. Distributor C** is at the Emerald rank on December 31, 2012. On February 27, 2013 **G.O.O.D. Distributor C** hits Presidential Diamond. On March 15, 2013 **G.O.O.D. Distributor C** shall be eligible to receive \$3400 from It Works! As long as **G.O.O.D. Distributor C** maintains the actual paid-as rank of Presidential Diamond or above each month during the Promotion period, **G.O.O.D. Distributor C** shall be entitled to receive this \$3400-per-month payment until March 15, 2015. If **G.O.O.D. Distributor C** shall only receive \$400 on August 15, 2013, and lose the remaining Triple Diamond and Presidential Diamond **G.O.O.D. Distributor B** maintains the actual paid-as rank of Diamond or above each month during the \$10,000 Promotion period, **G.O.O.D. Distributor C** shall be entitled to receive this \$400-per-month payment until March 15, 2015.

10. An existing **G.O.O.D. Distributor** as of December 31, 2012, must qualify at the Triple Diamond or Presidential Diamond rank no later than 11:59 PM EST (GMT – 4:00) on May 31,2013 in order to qualify for this Promotion.

A new **G.O.O.D. Distributor** joining after January 1, 2013 but before 11:59 PM EST (GMT – 4:00) on July 19, 2013, must qualify at the Diamond rank no later than three full calendar months in order to qualify for the \$10,000 Bonus for this Promotion.

A new **G.O.O.D. Distributor** joining after January 1, 2013 must qualify at the Triple Diamond rank in order to qualify for the \$25,000 bonus and must qualify at the Presidential Diamond rank in order to qualify for the \$50,000 bonus no later than 11:59 PM EST (GMT – 4:00) on April 30, 2013.

11. **Promotion Compensation Requirements:** All Promotion-winning recipients must comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. Each potential recipient who qualified prior to May 1, 2013 are required to complete the **G.O.O.D. Bonus** Submission Fax Form and return it to It Works! by fax or e-mail within ten (10) days of qualifying. The Submission Fax Form can be found in the It Works! eSuite documents section. For recipients that qualify for the first time in May 2013 and after, this form is no longer required to be submitted.

For recipients who qualified prior to May 1, 2013, the **G.O.O.D. Distributor** is required to submit proof of eligibility—which contains name, distributor identification number, enrollment date, rank as of January 19, 2013, and Diamond promotion date—in order to claim his or her bonus payment. If a **G.O.O.D. Distributor** fails to execute and return proof of eligibility within the required time period (if applicable), the **G.O.O.D. Distributor** forfeits the additional compensation. For recipients that qualify for the first time in May 2013, the eligibility forms are no longer required. By claiming the additional compensation, the **G.O.O.D. Distributor** authorizes the use, without additional compensation, of his or her name and/or likeness in any manner and in any medium (including, without limitation: radio broadcasts, newspapers, and other publications, television or film releases, slides, videotape, distribution over the Internet and picture data storage) that It Works! may deem appropriate.

- 12. **Right of Cancellation:** It Works! reserves the right to cancel, suspend and/or modify the Promotion, or any part of it if any fraud, technical failures, or any other factor beyond It Works!' reasonable control impairs the integrity or proper functioning of the Promotion, as determined by It Works! in its sole discretion. Failure to comply with the Promotion rules, Compensation Plan or Policies and Procedures of It Works! may result in a **G.O.O.D. Distributor's** disqualification at the sole discretion of It Works!. It Works!, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of these Official Rules or any other Promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, It Works! reserves the right to seek damages from any such person to the fullest extent permitted by law. It Works!' failure to enforce any term of these Official Rules of that provision.
- 13. Disclaimer of Liability: It Works! is not responsible and shall not be held liable for: (1) any incorrect or inaccurate information, whether caused by entrant or It Works!, printing or typographical errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines, facsimile lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries including data processing errors; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or use or misuse of any prize. It Works! is not responsible and shall not be held liable for misdirected or undeliverable entries or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. It Works! is not responsible for any

typographical/other error in entries, selection announcement or for any liability for damage to any computer system resulting from participation in, accessing or downloading information in connection with this Promotion.

#### 14. General Terms:

a. Promotion recipients may not be substituted.

- b. Positions transferred after January 1, 2013 are not eligible to receive the G.O.O.D. Bonus.
- c. All decisions of It Works! are final and binding on all participants.

d. Prior to the awarding of any Promotion payment, It Works! in its sole discretion may require Promotion winners to sign a liability release agreeing to hold It Works!, its parent, subsidiary and affiliated corporations, and the officers, shareholders, directors, employees, agents and representatives of each of them harmless against any and all claims or liability arising directing or indirectly from participation in the Promotion.

e. In accepting the Promotion payment, the **G.O.O.D. Distributor** acknowledges that It Works! may not be held liable for any loss, damages or injury associated with accepting or using these Promotion payments.

f. Promotion payments are non-transferable.

g. Detailed Promotion rules applicable to the Promotion are available upon written request from It Works! during regular business hours at 5325 State Road 64 East, Bradenton, Florida 34208.

h. All decisions made by It Works! management with regard to the awarding of the Promotion payments and the interpretation of these rules are final. All persons competing in this Promotion shall be deemed to have read and understood these rules.

i. It Works! may change or modify these Rules or terminate this Promotion at any time without prior notice. It Works! reserves the right to terminate this Promotion earlier than the date listed or extend the length of the Promotion.

j. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with Promotion, shall be governed by, and construed in accordance with, the laws of the State of Florida, U.S.A. and resolved in Florida courts, without giving effect to any choice of law or conflict of law rules (whether of the State of Florida or any other jurisdiction), which would cause the

application of the laws of any jurisdiction other than the State of Florida. Except where prohibited, **G.O.D. Distributors** hereby agree that any claims, disputes or actions of any kind shall be resolved individually, without resort to any form of class action, and waive all rights to claim indirect, punitive, incidental, consequential damages and/or multipliers of damages and any other damages, other than for actual out-of-pocket expenses incurred as the result of participation in this Promotion. The parties hereby agree to waive their respective rights to a jury trial of any claim or cause of action related to or arising out of this Promotion. The scope of the waiver is intended to be all encompassing of any and all disputes that may be filed in any court and that relate to this Promotion, including without limitation, contract claims, tort claims, breach of duty claims, and all other common law, regulatory and statutory claims. In the event of litigation, these Official Rules may be filed as written consent to a trial by court. If any part of these Official Rules is declared invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity of the balance of these Official Rules.

## JULY 2013 ADDENDUM TO \$10,000 G.O.O.D. BONUS RULES

Any It Works! Distributor who is fast start bonus qualified by having purchased a Business Builder Kit, processed a minimum 80 BV autoship and enrolled 2 qualifying Loyal Customers and who qualifies by reaching Diamond for the first time during July or August 2013 is eligible to receive the \$10,000 **G.O.O.D. Bonus**, subject to the rules listed on the previous pages. This one time limited special promotion is open to any It Works! distributor who qualifies at the paid as rank of Diamond for the first time during July or August 2013, regardless of when they signed up as an It Works! distributor. Positions sold or transferred during July and August, 2013 are not eligible to receive this **G.O.O.D. Bonus** promotion. The High Five Bonus is specifically excluded from this special promotion.

## OCTOBER 2013 ADDENDUM TO GOOD BONUS RULES

All G.O.O.D. Distributors who earned the 2012 \$10,000 or 2013 \$10,000; \$25,000; or \$\$50,000 GOOD Bonus and lost it at any point up to and including September 2013 shall have the opportunity to re-start their G.O.O.D. Bonus payments beginning with the October 2013 payment if they re-qualify at their GOOD bonus position for the month of October 2013 and all future months. No past monthly payments that were lost will be paid out and the original 25 month payment period will not be extended. The High Five Bonus is expressly excluded from this Addendum.