

## 2014 G.O.O.D. PROMOTION OFFICIAL RULES

- 1. Eligibility:** The 2014 Get Out Of Debt (**G.O.O.D.**) DIAMOND Promotion (hereafter “Promotion”) is a promotion designed to help new and existing It Works! Marketing, Inc. (hereafter “It Works!®”) Independent Distributors to get out of debt in 2014 by adding a potential \$10,000, 15,000, \$25,000, \$50,000 or \$75,000 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 1, 2014 at 12:01 AM CST (GMT-6:00).

**A. \$10,000 G.O.O.D. Bonus:** A **New 2014 G.O.O.D. Distributor** is a distributor that signed up as an It Works! Distributor on or after January 1, 2014 but before **October 31, 2014** at 11:59 PM CST (GMT-6:00). A **New 2014 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 2014 G.O.O.D. Distributor** must enroll with a Business Builder Kit and be fast start bonus qualified to earn the **2014 G.O.O.D. Bonus**.

An Existing 2014 **G.O.O.D. Distributor** is a Distributor who enrolled prior to January 1, 2014, did not qualify under the 2012 or 2013 **G.O.O.D. Bonus** rules but does qualify for the 2014 \$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 auto-shipment and has 2 Qualified Active Loyal Customers and must qualify by reaching Diamond for the first time on or before **May 31, 2014**, at 11:59 PM CST (GMT – 6:00).

**B. \$15,000 G.O.O.D. Bonus** Any It Works! Distributor who is fast start bonus qualified and promotes to Double Diamond for the first time after January 1, 2014 but no later than **June 30, 2014** at 11:59 PM CST (GMT – 6:00) qualifies for the \$15,000 **G.O.O.D. Bonus**.

**C. \$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, 2014 but no later than **May 31, 2014** at 11:59 PM CST (GMT – 6:00) qualifies for the \$25,000 **G.O.O.D. Bonus**.

**D. \$50,000 G.O.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, 2014 but no later than **May 31, 2014** at 11:59 PM CST (GMT – 6:00) qualifies for the \$50,000 **G.O.O.D. Bonus**.

**E. \$75,000 G.O.O.D. Bonus** Any It Works! Distributor who is fast start bonus qualified and promotes to Ambassador Diamond for the first time after January 1, 2014 but no later than **May 31, 2014** at 11:59 PM CST (GMT – 6:00) qualifies for the \$75,000 **G.O.O.D. Bonus**.

4. **\$10,000 Compensation Terms For New and Existing G.O.O.D. Distributors:**

A **New 2014 G.O.O.D. Distributor** who signed up before **October 31, 2014** 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. If, at any time during the 25-month term, a New 2014 G.O.O.D. Distributor fails to maintain their paid-as rank of Diamond or higher or their Fast Start Bonus Qualified status they will be disqualified and all remaining Diamond G.O.O.D. Bonus payments will be forfeited.

An **Existing 2014 G.O.O.D. Distributor** who qualifies for the first time, according to the requirements listed above, at the rank of Diamond by **May 31, 2014** 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. If, at any time during the 25-month term, an Existing 2014 G.O.O.D. Distributor fails to maintain their paid-as rank of Diamond or higher or their Fast Start Bonus Qualified status they will be disqualified and all remaining Diamond G.O.O.D. Bonus payments will be forfeited.

5. **\$15,000, \$25,000, \$50,000 and \$75,000 Additional Compensation Terms For Distributors: Any Distributor** who qualifies for the first time, according to requirements listed above, at the rank of:

**Double Diamond** by **June 30, 2014** is eligible to receive up to \$15,000, payable at \$600 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 Double Diamond or higher each month of the 25-month term. If, at any time during the 25-month term, the Distributor fails to maintain their paid-as rank of Double Diamond or higher or their Fast Start Bonus Qualified status they will be disqualified and all remaining Double Diamond G.O.O.D. Bonus payments will be forfeited.

**Triple Diamond** by **May 31, 2014** 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 paid-as rank of Triple Diamond or higher each month of the 25-month term. If, at any time during the 25-month term, the Distributor fails to maintain their paid-as rank of Triple Diamond or higher or their Fast Start Bonus Qualified status they will be disqualified and all remaining Triple Diamond G.O.O.D. Bonus payments will be forfeited.

**Presidential Diamond** by **May 31, 2014** 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. If, at any time during the 25-month term, the Distributor fails to maintain their paid-as rank of Presidential

Diamond or higher or their Fast Start Bonus Qualified status they will be disqualified and all remaining Presidential Diamond G.O.O.D. Bonus payments will be forfeited.

**Ambassador Diamond by May 31, 2014** is eligible to receive up to \$75,000, payable at \$3000 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 Ambassador Diamond or higher each month of the 25-month term. If, at any time during the 25-month term, the Distributor fails to maintain their paid-as rank of Ambassador Diamond or higher or their Fast Start Bonus Qualified status they will be disqualified and all remaining Ambassador Diamond G.O.O.D. Bonus payments will be forfeited.

6. If all qualifications are met, it is possible for a Distributor to collect the \$10,000, \$15,000, \$25,000, \$50,000 and \$75,000 **G.O.O.D. Bonus** at the same time.
7. In order to receive the \$10,000, \$15,000, \$25,000, \$50,000 and \$75,000 **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, Double Diamond, Triple Diamond, Presidential Diamond or Ambassador Diamond 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**.
8. **Examples:**

**Example 1:** Assume **G.O.O.D. Distributor A** joins It Works! on February 2, 2014 and qualifies at the rank of Diamond on May 30, 2014. On June 15, 2014, **G.O.O.D. Distributor A** shall receive \$400 in compensation from It Works!. 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, 2016.

**Example 2:** Assume **G.O.O.D. Distributor B** is at the Emerald rank on January 19, 2014. **G.O.O.D. Distributor B** qualifies at the Diamond rank on **May 31, 2014**. **G.O.O.D. Distributor B** shall be eligible to receive \$400 in compensation from It Works! on **April 15, 2014**. As long as **G.O.O.D. Distributor B** maintains fast start qualified status and 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, 2016.

**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 2014. 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, 2013. On February 27, 2014 **G.O.O.D. Distributor C** hits Ambassador Diamond. On March 15, 2014 **G.O.O.D. Distributor C** shall be eligible to receive all levels of G.O.O.D. Bonus payments totaling \$7000 per month from It Works!. As long as **G.O.O.D. Distributor C** maintains the actual paid-as rank of Ambassador Diamond each month during the Promotion period, **G.O.O.D. Distributor C** shall be entitled to receive this

\$7,000-per-month payment until March 15, 2016. If **G.O.O.D. Distributor C** actual paid as rank is Double Diamond in August 2014, then **G.O.O.D. Distributor C** shall only receive \$1000 on September 15, 2014, and lose the remaining Triple, Presidential, and Ambassador Diamond **G.O.O.D. Bonus** benefits.

9. An existing **G.O.O.D. Distributor** as of December 31, 2013, must qualify at the Diamond, Double Diamond, Triple Diamond, Presidential Diamond or Ambassador Diamond rank no later than 11:59 PM CST (GMT – 6:00) on **May 31, 2014** in order to qualify for this Promotion.

A new **G.O.O.D. Distributor** joining after January 1, 2014 but before 11:59 PM CST (GMT – 6:00) on **October 31, 2014**, must qualify at the Diamond rank no later than three full calendar months after signing up in order to qualify for the \$10,000 Bonus for this Promotion.

A new **G.O.O.D. Distributor** joining after January 1, 2014 must qualify at the Double Diamond rank in order to qualify for the \$15,000 bonus no later than 11:59 PM CST (GMT – 6:00) on **June 30, 2014**.

A new **G.O.O.D. Distributor** joining after January 1, 2014 must qualify at the Triple Diamond, Presidential Diamond, Ambassador Diamond rank in order to qualify for the, \$25,000, \$50,000 and \$75,000 bonus no later than 11:59 PM CST (GMT – 6:00) on **May 31, 2014**.

10. The **G.O.O.D. Bonus** is intended to be paid on a Distributor's primary position. Therefore, no **G.O.O.D. Bonus** will be paid on a second Distributorship that a Distributor may have an interest in. The Company shall determine what constitutes a second distributorship. Nothing in this provision affects the ability of a husband and wife from earning the **G.O.O.D. Bonus** on their primary position.
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.

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 shall not constitute a waiver 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, 2014 are not eligible to earn the **G.O.O.D. Bonus**. If the position is already being paid the G.O.O.D. Bonus at the time of the transfer it may continue to receive the G.O.O.D. Bonus payments as long as the position maintains the required qualifications.

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 908 Riverside Drive, Palmetto, Florida 34221.

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.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.