



IT WORKS! "TOO GOOD" TERMS AND CONDITIONS

1. **Eligibility:** This Promotion is open to all It Works Marketing, Inc. ("It Works!") Distributors ("**Distributor**") who are active, and Commission qualified for October 2014. This Promotion is not available to members of the general public who are not It Works! distributors. This Promotion is internal, limited to It Works! **Distributors** only and who meet the following terms:
2. **Timing and Terms:**
 - a. For every combination of distributor and Loyal Customer you enroll between October 1, 2014 and October 31, 2014 you will receive 1 entry into the Promotion. Examples: If you enroll one distributor and one Loyal Customer, you receive one entry. If you enroll 3 distributors and 3 Loyal Customers, 3 entries. If you enroll 3 distributors and 2 Loyal Customers, you will receive 2 entries. There is no cap on the number of entries you can earn. The more skillful you are at signing up distributors and Loyal Customers that purchase product, the greater the likelihood of winning.
 - b. In November, we will draw 20 entry tickets. The 20 **Distributors** whose tickets are drawn will be entitled to have up to USD\$20,000 paid on the **Distributor's** existing credit card debt. Multiple credit cards of the **Distributor** can be combined, up to the \$20,000 limit.
 - c. If the winning **Distributor** has no credit card debt, then up to USD\$20,000 can be applied to student loans or medical debt.
 - d. The winners of this up to USD\$20,000 Promotion may only apply the proceeds to one category of debt. For example, assume **Distributor A** was chosen and has USD\$11,000 of credit card debt and USD\$9000 of medical debt. **Distributor A** would be entitled to receive USD\$11,000 to pay off her credit card debt.
 - e. This is the priority for payment: 1. Credit card debt; 2. Student Loans; 3. Medical Bills.
 - f. If a **Distributor** has no credit card debt, student loans or medical bills, then no gift will be awarded.
 - g. For purposes of this Promotion, a **Distributor** and her/his spouse, whether personally or in a corporate capacity, count as one and may only win one time. Spouses may combine credit card debt up to the \$20,000 maximum. All debt must be personal debt in the name of the distributor or their spouse. This Promotion is intended for personal consumer debt only and is not intended to be used for business credit card purchases.
 - h. Winning **Distributors** will receive their payment by **January 1, 2015** as long as all conditions are met.
 - i. For purposes of qualifying for this Promotion, the Loyal Customer must be placed under the qualifying **Distributor** and cannot be placed or moved under a different distributor.
 - j. In order for the **Distributor** to receive the up to USD\$20,000 payment, all Loyal Customers used to qualify must complete the terms of the Loyal Customer Agreement.
 - k. The up to \$20,000 cash payment applies to credit card debt, student loans, and medical bills, debt incurred prior to October 1, 2014.
 - l. Winning distributors must submit a copy of the credit card bill or other proof of indebtedness and agree to be photographed or videotaped for promotional purposes.
3. **Agreement to Official Rules:** By participating in the Promotion, the **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. Immediate family members of corporate employees are **NOT** eligible to win this Promotion. Whether a **Distributor** receives any compensation is contingent upon fulfilling all requirements set forth herein.
4. **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 **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.

5. **Disclaimer of Liability:** It Works! is not responsible and shall not be held liable for: (1) any incorrect or inaccurate information, whether caused by **Distributor** 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.

6. **General Terms:**

- a. Promotion recipients may not be substituted.
- b. All decisions of It Works! are final and binding on all participants.
- c. 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 directly or indirectly from participation in the Promotion.
- d. In accepting the Promotion payment, the **Distributor** acknowledges that It Works! may not be held liable for any loss, damages or injury associated with accepting or using this Promotion payment.
- e. Promotion payment is non-transferable.
- f. Detailed Promotion rules applicable to the Promotion are available upon written request from It Works! during regular business hours at 908 Riverside Drive, Palmetto, FL 34221.
- g. 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.



h. 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, **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. No purchase is necessary. This Promotion is void where prohibited by law.