



**BODYBUILDING.com™**

## **TEAM BODYBUILDING.COM TERMS AND CONDITIONS**

This TEAM BODYBUILDING.COM TERMS AND CONDITIONS (the “Agreement”) is effective as of the date you are accepted into Bodybuilding.com’s Athlete Program (“Effective Date”) between Vitalize, LLC dba Bodybuilding.com (“Bodybuilding.com”), a Delaware Corporation, located at 5777 N. Meeker Ave., Boise, Idaho 83713 and you, a participant in Bodybuilding.com’s Athlete Program (“Athlete”).

**1.0 Scope of Relationship.** You have agreed to act as a Team Bodybuilding.com Athlete for Bodybuilding.com (“Athlete Program”). In exchange for your participation in the Athlete Program, you may receive free product or services, access to pre-released products, in-store credit to be used towards purchases on [www.bodybuilding.com](http://www.bodybuilding.com), or other items of value. In no event will Athlete receive monetary compensation. Any and all items provided are at Bodybuilding.com’s sole discretion.

Athlete acknowledges and agrees that they are acting as an independent contractor and this Agreement does not create an employer/employee, affiliate, or other partnership relationship between the parties. Athlete acknowledges and agrees that it has no authority (nor will Athlete hold him or herself out as having authority) to bind Bodybuilding.com, unless Bodybuilding.com has specifically permitted this in writing in advance. Athlete agrees that her or she is solely responsible for paying any applicable income; payroll; and federal, provincial, local, and other applicable taxes. Athlete shall be responsible for, and shall indemnify Bodybuilding.com against, all such taxes or contributions, including penalties and interest.

As an Athlete, you are governed by the posted Terms of Use and Privacy Policies for Bodybuilding.com available at <https://www.bodybuilding.com/help?legal-and-privacy>. By participating in the Athlete Program, you are agreeing that you have read and will comply with all material terms of Bodybuilding.com’s Terms of Use, Privacy Policy, and this Agreement. This Agreement acts in conjunction to said policies.

If selected to participate in the Athlete Program, you will be provided with requirements, including but not limited to, social media engagement, event attendance, and content requirements. Continued participation in the Athlete Program hinges on your achievement of all requirements.

**2.0 Eligibility to Participate.** By entering into this Agreement, you affirm that you are at least 18 years of age or the age of majority in your place of residence, and are fully able and competent to enter into, abide by, and comply with the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement. If for any reason, Bodybuilding.com, at its sole discretion, believes you do not meet the eligibility requirements set forth above, Bodybuilding.com reserves the right, without

provision of any notice to you, to terminate your participation in the Athlete Program and this Agreement. If you do not meet the eligibility requirements as set forth above, Bodybuilding.com has no obligations to you under this Agreement.

Athlete understands that the Athlete Program is in no way sponsored, endorsed or administered by, or associated with any social media channel.

If you are employed or work directly with a competitor of Bodybuilding.com or the Bodybuilding.com brand, you may not participate in the Athlete Program. Athlete agrees to disclose to Bodybuilding.com whether Athlete is sponsored or employed by a Bodybuilding.com competitor or third-party vendor.

**3.0 Choosing Athletes.** Bodybuilding.com will accept applications and/or attempt to contact a potential Athlete via one of their social media channels. Potential Athlete may be required to execute and return an Affidavit of Eligibility (including consenting to a background check), Liability and Publicity Release (unless prohibited) within five (5) business days of date of issuance of notification. Noncompliance with the above, with these Terms and Conditions, the inability of Bodybuilding.com to contact a potential Athlete within a reasonable time period, or notification being returned as non-deliverable, may result in such individual not being chosen as an Athlete. Athlete's status as an Athlete is not confirmed until all required information has been obtained and validated by Bodybuilding.com. Athlete is responsible for all applicable federal, state, and local taxes, if any, as well as any other costs and expenses associated with acceptance and use of items provided to Athlete by Bodybuilding.com.

**4.0 Communication Guidelines for Athletes.** At Bodybuilding.com, we love when individuals discuss, debate, recommend, and embrace our products. We learn from these conversations and others learn about our products. However, we want those individuals who participate in conversations about our products to participate in the right way. These guidelines are designed to provide guidance for our Athletes and are based on Bodybuilding.com's brand principles as well as federal and state legal requirements.

We take fair and transparent advertising and promotion very seriously. Part of your responsibilities will be to post your user content on social media that you generate to promote our Bodybuilding.com-branded products and influence your audience to participate in the branded programs you are a part of ("Content"). You recognize that you have a material connection with Bodybuilding.com when acting within the scope of each specific campaign. For purposes of this Agreement, a "material connection" is a tie to Bodybuilding.com which if known to consumers might make consumers question the credibility of Athlete or affect the weight consumers place on Athlete's Content or endorsements. All of the following create a material connection between Athlete and Bodybuilding.com:

- Entering into an agreement to blog or post;
- Providing free accommodations or travel to Athlete for a Bodybuilding.com event or experience;
- Providing discounts, sweepstakes entries, or other incentives to Athlete;

- Providing Athlete with free prizes for giveaways or sweepstakes on Athlete's social media platforms;
- Providing Athlete with free samples to review on Athlete's social media platforms; or
- Providing Athlete with free access to products or services on Bodybuilding.com.

This list is not exhaustive.

### Standards of Conduct

With respect to promotional statements or other claims made on social media platforms, blogs, vlogs, etc. about Bodybuilding.com and our products, services, and brands, Athlete must adhere to the following principles:

- Athlete may only make statements that: (i) reflect Athlete's honest beliefs, opinions, or experiences and (ii) are transparent about their connection to us (see sub-section "Disclosure of Material Connection" below). Any product claims made by Athlete must either: (i) be present on the product label or (ii) be present on the product page available on [www.bodybuilding.com](http://www.bodybuilding.com).
- Athletes may not: (i) make deceptive or misleading claims to consumers about our products or services, or our competitors' products or services; (ii) make any claims about our products or services, or our competitors' products or services, that are not backed by evidence; (iii) engage in communication that is defamatory or infringes upon the intellectual property, privacy, or publicity rights of others; and (iv) make offensive comments or use ethnic slurs, personal insults, obscenity, or other offensive language.

### Material Connection

When posting about Bodybuilding.com's products, services, or brand, Bodybuilding.com requires that Athletes disclose their material connection to us clearly and conspicuously. All Athletes must include "Team Bodybuilding.com Athlete" in their bio on all social media platforms, blog, vlogs, etc. Athletes must also use #teambbcom in connection with each post subject to this Agreement. Athletes should ensure the disclosure is well-placed so it can be easily noticed and should avoid burying the disclosure below the fold, in a hyperlink, or among a series of hashtags, other disclosures, or general copy. For Instagram posts, the material connection disclosure should be made before the "More" button.

Athletes must superimpose any material connection disclosure on transient images or videos, including on Snapchat and Instagram stories. The disclosure should be easy to notice and read in the time that followers have to look at the image and well-contrasted against the image. Additionally, in video posts, including podcasts, Athlete must place the disclosure both within the video itself and in the description of the video.

Bodybuilding.com will periodically monitor your Content to ensure that you are complying with the guidelines set forth herein. Further, we reserve the right to remove any Content that we deem infringing or non-compliant and also reserve the right to terminate this Agreement.

## Examples

As stated above, Athletes are required to disclose material connections to Bodybuilding.com. Listed below is sample disclosure language. Alternative but substantively comparable language may also be used where appropriate. Although Bodybuilding.com does not require specific disclosure language, it does prohibit certain hashtags and other disclosure practices specifically found by the FTC as insufficient. The goal for a material connection disclosure is to ensure it is readily seen and understood by consumers.

Statements about the material connection should identify the nature of the connection, such as:

- For receipt of free product(s) or service(s):
  - I received free products/services/samples from Bodybuilding.com;
  - Bodybuilding.com sent me free products/services/samples to review;
  - Bodybuilding.com (or other brand) gave me this product to try; or
  - Thanks, Bodybuilding.com, for the free products/services.
- For receipt of travel and accommodations:
  - Bodybuilding.com paid for my travel and hotel to visit its headquarters, attend the launch of its new product, etc.
- For receipt of a prize to be given away in a sweepstakes or contest:
  - Bodybuilding.com (or other brand) is providing the prize for this giveaway at no cost to me.
- For incentivized reviews:
  - I received a sweepstakes entry/discount/coupon for making this review;
  - I received a free sample of this product to leave a review.

**5.0 Intellectual Property and Rights You Grant Us In Your Content.** Athlete agrees that all intellectual property rights created in conjunction with the Athlete Program, including, without limitation, all copyrights, trademarks, and trade dress related to any promotional or advertising materials vest in and are owned exclusively by Bodybuilding.com in perpetuity and such ownership will survive the expiration or termination of this Agreement. Athlete shall execute and deliver any documents and take any action required to confirm assignment to Bodybuilding.com of any intellectual property rights not otherwise vested in Bodybuilding.com, including any rights vested in third parties for promotional or advertising materials.

By posting or submitting content in conjunction with the Athlete Program (i.e., utilizing the #teambbcom hashtag on a post), you grant Bodybuilding.com, including its affiliates and licensees, a non-exclusive, worldwide, perpetual, irrevocable, unrestricted, royalty-free, fully paid-up, transferable license, with the right to sublicense (through multiple tiers), to access, use, copy, publicly perform, digitally perform, publicly display, or otherwise exhibit and distribute (through multiple tiers) such contributed content, and to transmit, sell, modify, create derivative works from, and/or to incorporate such contributed content into other works in any form, medium, or technology, whether now known or hereafter developed, in each case, for any purpose whatsoever, commercial or otherwise, without compensation to you or any third party. You agree to waive any moral, privacy, or publicity

rights that you may have to your contributed content.

The Content that you submit is deemed non-confidential and Bodybuilding.com has no obligation to maintain the confidentiality of any Content.

For a complete description of how Bodybuilding.com will use and protect your personal information see Bodybuilding.com's Privacy Policy. If you object to your information being transferred or used in this way, please do not use our services and do not post, publish, or submit any Content.

You represent and warrant to Bodybuilding.com that you have the full legal right, power, and authority to grant to Bodybuilding.com the rights and license provided for herein, that you own or control the complete exhibition and other rights to the Content you submitted for the purposes contemplated in this license. You represent and warrant to Bodybuilding.com that you will not contribute any Content that: (a) infringes, violates, or otherwise interferes with any intellectual property right of another party; (b) reveals any trade secret, unless you own the trade secret or have the owner's permission to reveal it; (c) infringes on the privacy or publicity rights of another; (d) is libelous, defamatory, obscene, pornographic, abusive, indecent, threatening, harassing, hateful, offensive, or otherwise violates any law or right of any third party; or (e) contains a virus, trojan horse, worm, time bomb or other computer programming routine or engine that is intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data or information.

You are solely responsible for any Content that you submit. You may be held legally liable for the Content that you submit and may be held legally liable if your submissions include, for example, defamatory comments or material protected by copyright, trademark, patent, or trade secret law or other proprietary right without permission of the author or owner.

Bodybuilding.com is not obligated to use any Content submitted by you in any manner.

**6.0 Confidential Information.** For purposes of this Agreement, "Confidential Information" means all information in any form, which is generally not known to third parties. You acknowledge and agree that during or in connection with the Athlete Program, you may learn of, be exposed to, or come into possession of certain Confidential Information. You agree that you will not, directly or indirectly, (a) use such Confidential Information except as required or requested by Bodybuilding.com, (b) disclose such Confidential Information to any other person, corporation, or entity, even after the expiration or termination of this Agreement, or (c) allow a third-party access to such Confidential Information. The obligations of this Agreement regarding non-disclosure and confidentiality shall be continuing until the Confidential Information is no longer confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (w) is or become publically available through no fault of either party; (x) was previously known by Athlete; (y) is rightly received from a third party; or (z) was independently developed by Athlete.

Unless otherwise expressly agreed in writing by Bodybuilding.com, all Confidential Information, derivations thereof, and all documents and materials containing or embodying any Confidential Information shall be and at all times remain the sole and exclusive property of Bodybuilding.com. Upon request by Bodybuilding.com, Athlete shall forthwith deliver all such documents and materials or copies or summaries thereof to Bodybuilding.com. Athlete agrees that no license or conveyance of any rights to Confidential Information is granted or implied under this Agreement.

**7.0 Work Made for Hire/Assignment of Rights.** All insights, feedback, and ideas provided by you in conjunction with your participation in the Athlete Program shall be deemed “work made for hire” and Bodybuilding.com’s sole and exclusive intellectual property. You agree that Bodybuilding.com shall be free to use, reproduce, disclose, and distribute such materials and ideas in any manner without limitation. To the extent that any or all of such materials are deemed for any reason not to be a “work made for hire,” you hereby assign all of your right, title, and interest therein and thereto to Bodybuilding.com, from the time of creation, free and clear of all encumbrances or restrictions. You agree to execute at Bodybuilding.com’s request, and at no further charge to Bodybuilding.com, any and all documents Bodybuilding.com may deem necessary, appropriate, or convenient in connection with the foregoing. You shall not disseminate the materials referenced in this paragraph, nor shall you use such materials for your own purposes or for the account of any other person or entity. You agree that other than any compensation provided by Bodybuilding.com in connection with the Athlete Program, you have no right to any payment or accounting from Bodybuilding.com in connection with the foregoing and that you will make no claims for compensation against Bodybuilding.com.

**8.0 Anti-Disparagement.** As an Athlete you agree not to disparage Bodybuilding.com in any statement, written or oral, to any person or organization, whether in an online or offline setting. For purposes of this provision, “disparage” shall mean making any negative statement, including, without limitation, any statement that impugns the character, honesty, integrity, morality, or business acumen or abilities of Bodybuilding.com or any of its subsidiaries and affiliates, successors and assigns, officers, directors, employees, servants, and agents. You acknowledge and agree that due to the importance Bodybuilding.com places on its brand’s reputation, the promotion of which is the very purpose of the Athlete Program, this non-disparagement provision is a material term of this Agreement and survives termination of this Agreement. Bodybuilding.com reserves the right to take any legal action available to it in order to defend its brand’s reputation and recover any damages that it has sustained as a result of any defamatory or disparaging statements made by you either during or after your participation in the Athlete Program.

**9.0 Termination.** Bodybuilding.com may at any time and for any reason, suspend or terminate this Agreement. You may terminate this Agreement at any time. Breach of any or all Athlete responsibilities given to you will result in immediate expulsion from the Athlete Program and termination of this Agreement.

Upon termination of these Terms and Conditions and your role as Athlete by Bodybuilding.com or you, the title of Athlete shall be immediately revoked and you must immediately stop using the title of Athlete or presenting yourself as being affiliated with Bodybuilding.com and its properties in any way other than as a user of Bodybuilding.com products or services, if applicable. In addition, you must remove and cease to use all trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of Bodybuilding.com on your online or offline profiles and materials as soon as reasonably practicable. Sections 5.0, 6.0, 7.0, 8.0, 10.0, 11.0, and 12.0, shall survive termination of this Agreement.

**10.0 Release.** Athlete, on behalf of themselves and their heirs, successors, and assigns, hereby releases and forever discharges Bodybuilding.com and its directors, officers, employees, contractors, agents, successors, and assigns, from, and hereby waives and relinquishes, each and every past, present, and future dispute, claim, controversy, demand, right, obligation, liability, action, and cause of action of every kind and nature (including, but not limited to, personal injury, death, property damage, libel, defamation, invasion of privacy or right of publicity, infringement of copyright), that has arisen or arises directly or indirectly out of, or relates directly or indirectly to, this Agreement, the Athlete Program, any utilization of the rights granted to Bodybuilding.com in your Content, or based upon any failure or omission to make use of such rights.

**11.0 Indemnification.** Athlete agrees to indemnify, defend, and hold Bodybuilding.com, its parent, subsidiaries, affiliated companies, current and former directors, officers, employees, contractors, stockholders, agents, and representatives, (“Indemnified Parties”) harmless against all claims, suits, demands, allegations, investigations, or other actions and damages, fines, costs, losses, fees, including attorneys’ fees, and settlements arising therefrom (“Claim(s)”) relating, directly or indirectly, to this Agreement or Athlete’s participation Athlete Program, including, but not limited to: (a) the breach of this Agreement by you and (b) any claim of third party intellectual property rights infringement relating to your misuse of Content.

You shall promptly notify Bodybuilding.com in writing of any action related to this Agreement and cooperate with Bodybuilding.com at your sole expense. You shall promptly allow Bodybuilding.com to select/employ counsel and take control of the defense and investigation of such action and agree that such counsel has full authority to enter into a settlement.

**12.0 Disclaimer.** We make no express or implied warranties or representations with respect to the Athlete Program or your potential to earn income/rewards from the Athlete Program. In addition, we make no representation that the operation of our site or our social media channels will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or down time.

The laws of the United States and the State of Idaho will govern this Agreement, without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in the Federal or State courts located in Boise, Ada County, Idaho and you

irrevocably consent to the jurisdiction of such courts. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against Athlete and your respective successors and assigns. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, may, at Bodybuilding.com's sole discretion be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

We may modify any of the terms and conditions within this Agreement at any time and at our sole discretion. These modifications may include, but are not limited to changes in the scope of the Athlete Program rules. We will notify you of any changes to this Agreement at your designated email address. If any of the modifications are unacceptable to you, your only recourse is to terminate this Agreement. If you continue participation in the Athlete Program following the notice or new agreement, it will be considered as your acceptance of the change.

By accepting the invitation to participate in the Team Bodybuilding.com Athlete program, you acknowledge that you have read this agreement and agree to all its terms and conditions. You have independently evaluated this Athlete Program and are not relying on any representation, guarantee, or statement other than as set forth in this Agreement.