

SEATTLE SUTTON'S 2012 SLIM DOWN CONTEST
LaSalle County

OFFICIAL CONTEST RULES

1. **VOID WHERE PROHIBITED AND OUTSIDE LASALLE COUNTY, ILLINOIS.**
2. **Eligibility.** The Seattle Sutton's 2012 Slim Down Contest is open to legal U.S. residents residing in LaSalle County, state of Illinois, who are 18 years or older at the time of entry and who have not had bariatric surgery or other weight-loss surgery within one year of the Contest start date. Employees of Seattle Sutton's Healthy Eating and their respective affiliated companies, subsidiaries, distributors, franchisees, advertising or promotional agencies, and other agents including but not limited to media partners, affiliates and/or sponsors, and the immediate family members of, and any persons domiciled with such employees, are not eligible.
3. **Entry.** The Contest will begin at 10:00 a.m. (CT) on October 26, 2011, and all entries must be postmarked by November 15, 2011 at 10:00 a.m. (the "Contest Period"). Enter by visiting seattlesutton.com and accurately completing the official registration page. You may submit your entry by clicking on the "SEND" button and entries must be submitted during the Contest Period. As part of your entry, you must submit to us your story - who you are, what your history with weight loss is, how much weight you want to lose and why, and whether and how you intend to do so by eating Seattle Sutton's Healthy Meals (the "Story"). The Story must be in English. You must also submit a current photo of yourself, and all contact information: home address, email address, phone number, etc. The Story, photo, and entry information will be collectively referred to as the "Entry" and is not returnable. You may also print out the registration form, accurately complete it, and mail the completed Entry to Seattle Sutton's Healthy Eating, ATTN: Seattle Sutton's 2012 Slim Down Contest, 611 E. Stevenson Road, Ottawa, IL 61350, postmarked by November 15, 2011 and received by November 22, 2011. Limit one entry per person. Multiple entries from the same person will be disqualified. Entrant must also be: 1) willing and able to come to the Ottawa, Illinois SSHE facility 611 E. Stevenson Rd. for an initial weigh-in on January 9, 2012 and a final weigh-in at same location on April 23, 2012, from 6 p.m. to 7 p.m.; 2) available for a pre-interview with Seattle Sutton's Healthy Eating; 3) dedicated and willing to stay on the Seattle Sutton's Healthy Eating program for 15 weeks; 4) willing to exercise on a regular basis; 5) willing to have blood work done, once at the beginning of the Slim Down Period (as defined below) and once at the end of the Slim Down Period, to measure fractionated cholesterol, triglycerides, blood sugar, A1C and blood pressure (the "Blood Work"); 6) to agree to no engage in any eating or dietary activity that would be dangerous to the Finalist's health; 7) average a 2 pound weight loss per week throughout the contest; 8) agree to interviews by print, radio, television and web (the "Media"), if asked, before, during or following the contest phase; 9) willing and able to come to the Ottawa facility for weekly weight checks each Monday during the contest. If Finalists do not commit to the agreed terms, disqualification is at the discretion of the SSHE Contest Committee.

Sponsors will not be responsible for incomplete, lost, late, postage-due, misdirected or illegible entries or for failure to receive entries due to transmission failures or technical failures of any kind, including, without limitation, malfunctioning of any telephone connection, network, hardware or software, whether originating with sender or Sponsors. In the event of a dispute, all online entries will be deemed to have been submitted by the owner of the email account from which they were sent. For these purposes, an email account owner shall mean the natural person assigned to such email account by the Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with such email account. Any questions regarding the number of entries submitted or the owner of an email account

shall be determined by Sponsors in their sole discretion, and Sponsors reserve the right to disqualify any entries by persons determined to be tampering with or abusing any aspect of the Contest.

4. **Other Conditions of Entry:** Each entrant represents and warrants that no laws were broken in the creation of their Entry and that their Entry: is their own original creation, has not been copied in whole or in part from any other work, has not been previously published, has not been previously submitted in another contest, does not violate the rights of any other person or company (including but not limited to privacy rights and copyrights), does not defame, libel, or slander anyone or any entity, and does not contain offensive, defamatory, vulgar, obscene or profane content, as determined by Sponsors. Entries that do not comply with these Official Rules shall be disqualified. Entrants agree to indemnify, defend and hold Sponsors harmless against any and all liabilities, losses, damages, claims, debts, investigations, fines, penalties, costs, expenses and settlements (including attorneys' fees and costs of litigation, settlement, judgment, interest and penalties) arising out of or related to a breach of the foregoing representations and warranties. All received Entries become the property of the Sponsors and will not be returned or acknowledged. Participants grant to Sponsors an unlimited, non-exclusive, world-wide, perpetual license to use the materials in their Entries in any manner related to the Contest, without prior notice, approval or compensation.
5. **Finalist Selection.** On or about December 21, 2011, 10 finalists (the "Finalists") will be chosen to participate in the Seattle Sutton's 2012 Slim Down Contest (the "Slim Down"). The Finalists will be chosen by a panel of judges who will rate entrants' Stories based on the following criteria: discussion of desire for weight loss (40%), description of prior struggles with weight loss (40%), and indication of willingness to stay on the Seattle Sutton's Healthy Eating meal plan throughout the Slim Down Period (as defined below) (20%).
6. **The Slim Down.** From January 9, 2012, to April 23, 2012, (the "Slim Down Period"), the Finalists will compete in the Slim Down. Finalists must agree to do the following during the Slim Down Period: 1) remain dedicated to and willing to stay on the Seattle Sutton's Healthy Eating program for 15 weeks—meals will be provided to all Finalists by Seattle Sutton's; 2) exercise on a regular basis; and 3) not engage in any eating or dietary activity that would be dangerous to the Finalist's health; 4) average a 2 pound weight loss per week throughout the contest. If Finalists do not commit to the agreed terms, disqualification is at the discretion of the SSHE Contest Committee. The Finalist who loses the most weight among the Finalists (as a percentage of body weight as opposed to total pounds lost) during the Slim Down Period will be deemed the Grand Prize winner. The second and third prize winners will be chosen based on the same criteria. Percentages will be taken to the second decimal point (e.g., 5.25%). In the event there is a tie, the Finalist with the higher score on the Story will be the winner. Notwithstanding the foregoing, any Finalist who allows his or her weight to fall below a Body Mass Index of 18.5 during the Slim Down Period will be immediately disqualified. The prize winners will be announced on or about April 23, 2012.
7. **Conditions Applicable to Slim Down Period.** All Finalists must be willing to sign a release prior to participating in the Slim Down. The Slim Down Period will begin with a weigh-in on January 9, 2012 between 6 p.m. and 7 p.m. (CT) and will end with a final weigh-in on April 23, 2012 between 6 p.m. and 7 p.m. (CT). Finalists will weigh in at the SSHE facility located 611 E. Stevenson Rd. Ottawa, IL, 61350. Finalists must be willing and able to participate in the weekly weigh-ins. Finalists must agree to have Blood Work done 1-2 weeks prior to the 15-week contest, and again within 1 week after the contest concludes on April 23rd. Any Finalist who does not participate in the weigh-ins or have the Blood Work conducted, will be disqualified. The following are prohibited during the Slim Down Period: a) any unhealthy eating or dietary activity; b) the use of diuretics,

laxatives, fen phen, ephedra, ipecac syrup, or any weight-loss drug banned by the FDA; and c) bariatric or other weight-loss surgery. If Sponsors become aware that any Finalist has engaged in these activities, that Finalist will be disqualified. In addition, if Sponsors become aware that any Finalist has not adhered to the Seattle Sutton's Healthy Eating program during the Slim Down Period, that Finalist will be disqualified. The Finalists may be interviewed during or following the Contest. Sponsors will not test for any disease or condition through the Blood Work and make no warranties regarding the effectiveness of the Blood Work. Seattle Sutton's Healthy Eating will have access to the results of the Blood Work. If you are not willing to agree to allow Seattle Sutton's Healthy Eating to have access to the results of the Blood Work, do not enter the Contest. The Blood Work is a free service, provided as part of the Contest. Finalists should remain under the supervision of their regular physician during the Slim Down Period. To the extent a Finalist has any concerns regarding his/her health condition, the Finalist should immediately consult with his/her regular physician.

8. **Finalist Prizes.** One Finalist First Place Prize: \$ 1,500 Cash. ARV: \$1,500. One Finalist Second Place Prize: Trip for two to Las Vegas, NV, including airfare and hotel accommodations. ARV: \$1,100. One Finalist Third Place Prize: One year adult membership to Ottawa YMCA. ARV: \$426. One Finalist Fourth Place Prize: Overnight trip package to Bettendorf, IA includes hotel, dinner and breakfast for two. ARV: \$150. Any unclaimed and/or unused prize or element thereof will be forfeited by prize winner and will remain the property of Sponsors.
9. **General Prize Conditions.** Prizes are non-assignable, non-transferable and cannot be redeemed for cash. Taxes are not included and are the responsibility of the prize winner. No substitutions allowed, except that prizes are subject to availability and Sponsors reserve the right to substitute a prize of equal or greater value. Winner is solely responsible for reporting and payment of any taxes on prize.
10. **Winner Notification and Acceptance.** Sponsors will attempt to notify Finalists and prize winners by telephone or e-mail or in person. Return of Finalist or prize notification as undeliverable may result in disqualification and an alternate winner may be selected. If a potential Finalist or winner cannot be contacted or does not respond within 48 hours of first notification attempt, if a potential Finalist or winner does not fulfill the eligibility requirements, if a potential Finalist or winner does not adhere to the Official Rules, or if the prize notification is returned as undeliverable, that potential Finalist or winner will be disqualified and Sponsors may select a new potential Finalist or winner by the same criteria set forth above. Finalists and winners will be required to sign and return an Affidavit of Eligibility, Liability Release and a Publicity Release. Failure to return all such documents set forth herein within seven days of receipt of same will result in the Finalist or winner being disqualified and another Finalist or winner may be selected from remaining eligible entries, based on the criteria set forth above. Guests of Finalist Second Place Prize Winner and Fourth Place Prize Winner (or parent or legal guardian in the event guest is a minor) will be required to complete and return Release prior to accompanying prize winner on prize trips.
11. **Participation.** By participating, entrants agree to be bound by these Official Rules and the decisions of the judges whose decisions regarding the selection of the winner and all other aspects of the Contest shall be final and binding in all respects. Sponsors will not be responsible for typographical, printing or other inadvertent errors in these Official Rules or in other materials relating to the Contest. Sponsors reserve the right to disqualify persons found tampering with or otherwise abusing any aspect of this Contest as solely determined by Sponsors. In the event the Contest is compromised by a virus, non-authorized human intervention, tampering or other causes beyond the reasonable control of Sponsors which corrupts or impairs the administration, security, fairness or proper operation of the Contest during the Contest Period, Sponsors reserve the right in their

sole discretion to suspend, modify or terminate the Contest. Should the Contest be terminated prior to the stated expiration date, Sponsors reserve the right to determine Finalists from among the eligible Entries received before the termination date based on the criteria set forth above. Sponsors will post notice of any termination on the Contest website.

12. **Limitations of Liability.** By entering the Contest, entrant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with the Contest, or any prizes awarded, shall be resolved individually without resort to any form of class action, and entrant waives his or her right to a jury trial for such disputes, claims, and causes of action; (2) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorneys' fees; and (3) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses.
13. **Construction.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any contestant and Sponsors, shall be governed by, and construed in accordance with the laws of the State of Illinois, without giving effect to any choice of law or conflict of law rules or provisions (whether of Illinois, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Illinois. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. If any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the valid or enforceable provision was not contained therein.
14. **General Release.** By entering the Contest, entrants release Sponsors and each of their respective affiliated companies, directors, officers, franchisees, distributors, employees, representatives, partners and agents from any liability whatsoever for any claims, costs, injuries, losses or damages of any kind arising out of or in connection with the Contest or with the acceptance, possession or use of any prize (including, without limitation, claims, costs, injuries, losses or damages related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light). By entering this Contest, you are agreeing to allow Sponsors to use your name, likeness, biographical information, and image, and any photos or videos, for future promotional and advertising purposes. Entrants recognize and agree that Sponsors and their respective affiliates and subsidiaries and their respective directors, officers, employees, agents, successors, and assigns are not responsible for any illness or injury that may result from participation in this Contest.
15. **Winners List/Official Rules.** For a copy of the Official Rules visit <http://seattlesutton.com>. For a winner's list (available after April 23, 2012), send a self addressed, stamped envelope to Seattle Sutton's Healthy Eating, ATTN: Seattle Sutton's 2012 Slim Down Contest, 611 E. Stevenson Rd., Ottawa, IL 61350 by April 30, 2012.
16. **Sponsors.** Seattle Sutton's Healthy Eating, 611 E. Stevenson Rd., Ottawa, IL 61350; YMCA of Ottawa, 201 E. Jackson St., Ottawa, IL 61350; S&S Travel, 302 West Main St., Ottawa, IL 61350; All Points Travel, 410 E. Stevenson Rd., Ottawa, IL 61350.