

# Herbalife "AYSO Volunteer of the Year" Contest

## OFFICIAL RULES

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST.  
A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING.**

1. **Promotion Description:** The Herbalife "Volunteer of the Year" Contest (the "**Contest**") begins at 12:01 a.m. Pacific Time ("PT") on or about January 19, 2009 and ends at 11:59 p.m. PT on September 15, 2009 ("**Contest Period**"). The Contest provides American Youth Soccer Organization ("**AYSO**") Executive Members (SD, AD, RC) with the opportunity to write a short essay (each, a "**Submission**") of one hundred fifty words (150) nominating an AYSO volunteer (each, a "**Volunteer**") for the title of "Volunteer of the Year". By participating in the Contest, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Herbalife International of America, Inc. ("**Sponsor**"), and the AYSO National Support & Training special panel (The "**NSTC**") which shall be final and binding in all respects.
2. **How to Enter:** To enter, visit your Herbalife International of America Independent Distributor ("**Herbalife Distributor**") to complete an official entry form. All entry forms must include your full name, complete home address and zip code, home telephone number and area code, and e-mail address along with your Submission. Your Submission must include the name of the Volunteer being nominated, their Section, Area and Region Number, your AYSO section number, AYSO area number, region number, region location, and the name, phone number and email address of your Herbalife Distributor. Mail your completed entry form and Submission in a first-class stamped business-size envelope to the AYSO National Office at 12501 S. Isis Avenue, Hawthorne, California 90250. No metered mail will be accepted. No copies, facsimiles or mechanical reproductions will be accepted. Sponsor assumes no responsibility for lost, late, incomplete, stolen, misdirected, illegible or postage due entries or mail. Limit one (1) entry per outer mailing envelope. All entries become the sole property of Sponsor and will not be returned.

Sponsor assumes no responsibility or liability for any error, omission, interruption, deletion, theft or destruction or unauthorized access to, or alteration of entries. Entries made by any other individual or entity will be declared invalid and disqualified for this Contest. All entries must be received by the end of the Contest Period.

3. **Eligibility:** The Contest is open to legal residents of the fifty (50) United States and the District of Columbia aged eighteen (18) years of age or older who are AYSO Regional Board Members affiliated with an AYSO registered region assigned to an Herbalife Distributor in good standing at the time of entry. Please note that the Grand Prize will be awarded to the Volunteer featured in the winning Submission, not the entrant, and each potential winning Volunteer must be willing to accept the applicable prize and meet additional criteria in order to claim a prize, as set forth more fully below. The Contest is intended for participation only in the United States and shall be construed according to, and governed exclusively by, United States law. Do not participate in the Contest if you are not a legal resident of the United States physically located in the United States at the time of entry, or do not fall within the eligibility requirements set forth herein. Officers, directors and employees of Sponsor, (collectively, "**Promotion Entities**") are ineligible to enter the Contest or win a prize.
4. **Winner Selection and Notification:** On or about September 20, 2009, the NSTC itself or through its designee will select one (1) "Volunteer of the Year" and one (1) winning Submission. All decisions shall be in the NSTC's sole and absolute discretion and are final and binding and not subject to challenge or appeal. The Grand Prize will be awarded to the Volunteer of the Year and the Nominator Prize will be awarded to the author of the winning Submission, as set forth more fully below. Each potential prize winner shall be responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize. Potential prize winners will be notified by phone using the contact information provided by the entrant at the time of entry. Sponsor shall have no liability for any entry and/or winner notification that is lost, intercepted, or not received for any reason.

Time is of the essence in awarding the Grand Prize. **If, despite reasonable efforts, a potential prize winner cannot be contacted within one (1) week after Sponsor's first notification attempt (or, for any Grand Prize, 48 hours after the first attempt) or if prize notification is returned as unclaimed or undeliverable to such potential winner, then such potential winner will forfeit his or her prize and an alternate prize winner may be selected, if time permits. Acceptance of Grand Prize must be confirmed within forty-eight hours from the time personal contact is made with the potential Grand Prize winning Volunteer, otherwise the potential Grand Prize winning Volunteer will be disqualified and an alternate Grand Prize winning Volunteer may be selected.** If any potential prize winner is found to be ineligible, declines to accept a prize or has not complied with these Official Rules, such potential prize winner will be disqualified and the applicable prize may be awarded to an alternate winner. Sponsor may successively attempt to contact up to three (3) potential winner(s) of an applicable prize in accordance with such procedure, and if there is still no confirmed winner(s) of such applicable prize after such attempts have been made, if any, such prize may go un-awarded.

5. **Representations and Warranties/Indemnification:** Each entrant represents and warrants as follows: (i) the Submission is wholly original with entrant, and as of the date of Submission, is not the subject of any actual or threatened litigation or claim; (ii) the Submission does not and will not violate or infringe upon the intellectual property rights or other rights of any other person or entity; (iii) the Submission does not and will not violate any applicable laws, and is not and will not be defamatory or libelous and (iv) the entrant will provide on request all appropriate clearances, permissions and releases for the Submission, including releases from all persons described in the essay (in the event an entrant cannot provide all required releases, Sponsor reserves the right, in Sponsor's sole discretion, to disqualify the applicable Submission, or seek to secure the releases and clearances for Sponsor's benefit, or allow the applicable Submission to remain in Contest. Each entrant hereby agrees to indemnify and hold the Promotion Entities and AYSO harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder.
6. **Grant of Rights:** For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, each entrant into the Contest hereby irrevocably grants Sponsor, its successors and assigns, a non-exclusive license (but not the obligation) to reproduce, publicly perform, stream, exploit and otherwise use the Submission throughout the universe, in perpetuity, by means of any and all media and devices whether now known or hereafter devised. Sponsor shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, or alter the Submission for any purpose which Sponsor deems necessary or desirable, and each entrant irrevocably waives any and all so-called moral rights they may have therein.
7. **Publicity Release:** By participating in the Contest, in addition to any other grants which may be granted in any other agreement entered into between Sponsor and any entrant in and/or winner of the Contest, each entrant irrevocably grants the Promotion Entities and their respective successors, assigns and licensees, the right to use such entrant's name, likeness, and biographical information, and any other personal characteristics, in any and all media for any purpose, including without limitation, advertising and promotional purposes as well as in, on or in connection with [www.herbalife.com](http://www.herbalife.com) (the "**Website**") or the Contest or other promotions, and each entrant hereby releases the Promotion Entities from any liability with respect thereto.

8. **Prizes:**

**Grand Prize. One Grand Prize is available. The "Volunteer of the Year" selected by the NSTC special panel will receive the Grand Prize.** The Grand Prize winner can choose between a two (2) night/three (3) day trip for the Grand Prize winner and up to three (3) guests to either the Walt Disney World Resort in Orlando, Florida, or the Walt Disneyland Resort in Anaheim, California (Admission to (one) 1 park will be provided). The Grand Prize includes (i) round trip coach airfare between the major airport that is closest to the Grand Prize winner's region and either Orlando, Florida or Anaheim, California; (ii) two (2) nights' hotel accommodations (one (1) room, double occupancy); (iii) ground transportation between the hotel and airport; and (iv) four (4) tickets to Disneyworld or Disneyland. All decisions regarding the choice of the Grand Prize are subject to Sponsor's approval. The approximate retail value ("**ARV**") of the Grand Prize is \$4500. The Grand Prize winner must arrange travel with Sponsor at least thirty (30) days in advance.

The Grand Prize winner's travel companion(s) must be eighteen (18) years of age or older, or if such travel companion is under the age of majority in his or her state of residence (a "minor"), the Grand Prize winner must be such minor's parent or legal guardian, or travel with the written permission of such parent or legal guardian in form and substance acceptable to sponsor in its sole discretion. If the Grand Prize winner is a minor, his or her travel companion must be his or her parent or legal guardian, or the Grand Prize winner must travel with the written permission of such parent or legal guardian in form and substance acceptable to Sponsor in its sole discretion. In the event a Grand Prize winner's residence is close enough to Orlando, Florida or Anaheim, California, such that air transportation is deemed by Sponsor in its sole discretion to be unnecessary, the applicable Grand Prize will not include air transportation from such Grand Prize winner's residence and no other substitution or compensation will be provided in lieu thereof. The Grand Prize winner and his or her travel companion/s must travel together on the same itinerary and must possess all required travel documents, including visas and valid passports, if and as applicable, and comply with any applicable hotel check-in requirements, such as presentation of a major credit card. All aspects of the travel portions of the Grand Prize must be conducted on such dates as determined by Sponsor in its sole discretion. The dates of departure and return are subject to change at Sponsor's sole discretion. Airfare may not include government taxes, Passenger Facility Charge or September 11th Security Fee. Airline tickets are non-refundable/non-transferable and are not valid for upgrades and/or frequent flyer miles. Other travel restrictions and blackout dates may apply. All airline tickets are subject to the vagaries of flight variation, work stoppages, and schedule or route changes. The ARV for travel prizes may vary depending upon points of departure and destination and fare fluctuations. Sponsor reserves the right to structure travel routes and select hotels in its sole discretion. The ARV for travel prizes is an estimate made before the Contest begins. The Grand Prize winner will not receive cash or any other form of compensation if actual travel costs are less than the estimate made in these Official Rules. The round trip air transportation element for any travel prize begins and ends at the point of departure. No interest will be awarded on cash prizes. Room taxes and other hotel fees are not included and if applicable may be payable at the time of check-out by the winner/guest. A deposit or payment in advance, or presentation of a credit card by the Grand Prize winner may be required at the time of check-in at the hotel. Any hotel cancellations or changes to hotel reservations after confirmation must be made with the hotel directly, and the Grand Prize winner is solely responsible for any charges and/or fees arising from changes made directly with the hotel. The prize restrictions/conditions stated herein are not all-inclusive and the Grand Prize described above may be subject to additional restrictions/conditions, which may be stated in the Prize Claim Documents (as defined below) and/or other travel documents. In the event the Grand Prize winner and/or his or her travel companion/s engages in behavior that, as determined by Sponsor in its sole discretion, is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the trip or other applicable experience early, in whole or in part, and send the Grand Prize winner and/or his or her travel companion/s home with no further compensation.

**Nominator Prize.** One (1) Nominator Prize is available. The author of the winning Submission will receive the Nominator Prize. The Nominator Prize consists of an Herbalife price package. The ARV of the Nominator Prize is \$ 500.

9. **Prize Conditions:** Each prize winner may be required to execute and return an Affidavit of Eligibility, a Liability Release, and where imposing such condition is legal, a Publicity Release ("**Prize Claim Documents**"). Prizes will be awarded only if each potential prize winner agrees to accept the prize and fully complies with these Official Rules. All portions of the prize are non-assignable and non-transferable. All details and other restrictions of the prize not specified in these Official Rules will be determined by Sponsor in its sole discretion. No substitution or transfer will be awarded in lieu of any stated prize, except that Sponsor, at its sole discretion, reserves the right to substitute a prize (or portion thereof) of comparable value if any prize is unavailable, in whole or in part, for any reason. If a potential winner is a minor, at Sponsor's option, the applicable prize either will be awarded in the name of the parent or legal guardian of such minor winner, or the parent or legal guardian of such minor winner will be required to ratify and sign Prize Claim Documents. Prize Claim Documents must be returned by the date and/or time indicated within such documents. If a potential winner fails to return such documents within that time, such potential winner may be disqualified and an alternate winner may be selected. The Grand Prize winner's travel companion(s) must sign an Affidavit of Eligibility and Liability Release prior to any travel documents being released.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Contest. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

10. **Contest Conditions:** This Contest is subject to all applicable federal, state and local laws. Each entrant (and any minor entrant's parent or legal guardian) agree that the Promotion Entities and AYSO (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Contest or any Contest-related activity, or from prize winner's acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due submissions or prize notifications; or for miscommunications, or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Contest, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike-like or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. If a dispute as to the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. Sponsor reserves the right to modify, extend, suspend, or terminate the Contest if it determines, in its sole discretion, that the Contest is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Contest as contemplated herein. In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding prizes or continuing with the Contest as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis (e.g. SARS), order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "**Force Majeure**" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, extend or terminate the Contest. If the Contest is terminated before the designated end date, Sponsor will (if possible) select the winner(s) from among all eligible, non-suspect Submissions received as of the date of the event giving rise to the termination. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Headings and captions are used in these Official Rules solely for ease of reference, and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof. These Official Rules cannot be modified or amended in any way except in writing by a duly authorized representative of Sponsor.
11. **Nature of Relationship/Waiver of Equitable Relief:** Each entrant hereby acknowledges and agrees that the relationship between the entrant and the Promotion Entities is not a confidential, fiduciary, or other special relationship, and that the entrant's decision to provide the entrant's Submission to Sponsor for purposes of the Contest does not place the Promotion Entities in a position that is any different from the position held by members of the general public with regard to elements of the entrant's Submission. Each entrant also acknowledges that many ideas or stories may be competitive with, similar or identical to the Submission and/or each other in theme, idea, plot, format or other respects. Each entrant acknowledges and agrees that such entrant will not be entitled to any compensation as a result of any Promotion Entity's use of any such similar or identical material. Each entrant acknowledges and agrees that the Promotion Entities do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Submission.

12. **No Obligation to Use:** Sponsor shall have no obligation (express or implied) to use any Submission, or to otherwise exploit any Submission or, if commenced, to continue the distribution or exploitation thereof, and Sponsor may at any time abandon the use of the any Submission for any reason, with or without legal justification or excuse, and contestants shall not be entitled to any damages or other relief by reason thereof.
13. **Dates & Deadlines/Anticipated Number of Contestants:** Because of the unique nature and scope of the Contest, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Contest. Sponsor cannot accurately predict the number of entrants who will participate in the Contest.
14. **Further Documentation:** If Sponsor shall desire to secure additional assignments, certificates of engagement for the Submission or other documents as Sponsor may reasonably require in order to effectuate the purposes and intents of these Official Rules, then each entrant agrees to sign the same upon Sponsor's request therefore.
15. **Privacy:** Entry information provided to Herbalife Distributors may be used by such Herbalife Distributors to contact you in connection with Herbalife products or business opportunities. Information collected in connection with the Contest will be used by Sponsor in accordance with its online privacy practices, posted at [www.herbalife.com](http://www.herbalife.com).
16. **Governing Law/Jurisdiction:** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE CONTEST SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.
17. **Arbitration Provision:** By participating in this Contest, each entrant agrees that any and all disputes the entrant may have with, or claims entrant may have against, the Promotion Entities relating to, arising out of or connected in any way with (i) the Contest, (ii) the awarding or redemption of any prize, and/or (iii) the determination of the scope or applicability of this agreement to arbitrate, will be resolved individually and exclusively by final and binding arbitration administered by the National Arbitration Forum (the "**Forum**") and conducted before a sole arbitrator pursuant to the Code of Procedure established by the Forum. The arbitration shall be held at a location determined by the Forum pursuant to the Code of Procedure, or at such other location as may be mutually agreed by the participant and Sponsor. The arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable participant may have entered into in connection with the Contest. There shall be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only the participant's and/or Sponsor's individual claims and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. The arbitrator shall not have the power to award punitive damages against the participant or Sponsor. For more information on the Forum and/or the Forum's Code of Procedure, please visit their website at [www.arb-forum.com](http://www.arb-forum.com). If any part of this Arbitration Provision is deemed to be invalid or otherwise unenforceable or illegal, the balance of this Arbitration Provision shall remain in effect and shall be construed in accordance with its terms as if the invalid or illegal provision were not contained herein.
18. **Rules/Winners List:** To receive any legally-required winners list or an additional copy of these Official Rules, send a self-addressed, stamped envelope to: "Herbalife AYSO Volunteer of the Year Contest." Please specify "Rules" or "Winners List". Winners list available after September 21, 2009 and until December 31, 2009. You may also view the rules at [www.myherbalife.com](http://www.myherbalife.com).
19. **Sponsor:** Herbalife International of America, 950 West 190<sup>th</sup> Street., Torrance, CA 90507