

**“GNC Total Lean Challenge Sweepstakes”
OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

THE GNC TOTAL LEAN CHALLENGE SWEEPSTAKES (THE “SWEEPSTAKES”) IS OPEN TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE 18 YEARS OF AGE AND OLDER, WHO ARE PHYSICALLY LOCATED AND RESIDE IN THE UNITED STATES OR DISTRICT OF COLUMBIA AND WHO ARE REGISTERED MEMBERS OF ONE OF THE MAPMYFITNESS WEBSITES (WWW.MAPMYFITNESS.COM, WWW.MAPMYRUN.COM, WWW.MAPMYRIDE.COM, WWW.MAPMYWALK.COM, AND WWW.MAPMYHIKE.COM). EMPLOYEES OF SPONSORS, ADMINISTRATOR (AS THOSE PARTIES ARE DEFINED BELOW) AND EACH OF THEIR RESPECTIVE PARENT COMPANIES, AFFILIATES AND SUBSIDIARIES, AND ANY ADVERTISING AND PROMOTION AGENCIES INVOLVED IN ANY WAY WITH THIS SWEEPSTAKES (AND MEMBERS OF THEIR IMMEDIATE FAMILY AND/OR THOSE LIVING IN THE SAME OF HOUSEHOLD OF EACH SUCH EMPLOYEE) ARE NOT ELIGIBLE. VOID IN PUERTO RICO, GUAM AND OTHER US TERRITORIES AND WHERE OTHERWISE PROHIBITED BY LAW.

Sweepstakes Period: The Sweepstakes begins January 1, 2014 at 12:00:01 a.m. ET, and ends March 31, 2014 at 11:59:59 p.m. ET (“Sweepstakes Period”).

1. How to Enter: There are two (2) ways to enter.

(a) **Online:** Visit <http://www.mapmyfitness.com/challenges/gnctotalleanchallenge> (the “Website”), log into your MapMyFitness Account or in the alternative follow the online instructions to create a MapMyFitness account, then earn one (1) entry each time you log any of the following actions on the Website per the online instructions, up to a maximum of 7 online entries per weekly entry period (see schedule in chart below): (a) meal replacement, or (b) non-meal replacement, or (c) an “activity” as defined in the log a workout modal. Sponsors reserve the right to verify any logged actions.

(b) **Mail:** To enter the Sweepstakes without logging actions online at the Website, neatly hand-print on a 3 x 5 card your name, complete address (with ZIP code), date of birth, email address (if available), daytime telephone number (with area code); then, mail your completed entry in a stamped first-class hand addressed envelope to: GNC Total Lean Challenge Sweepstakes, P.O. Box 3894, Grand Central Station, New York, NY 10163. Incomplete, illegible, damaged, incorrectly addressed, late, lost, misdirected and postage-due entries will not be accepted, acknowledged or returned. Mail-in entries for any weekly drawing must be postmarked during the week of that drawing’s online entry period, and received by the drawing date for that drawing. Limit one (1) entry per outer mailing envelope, and limit 7 mail-in entries per person per weekly entry period (see chart below). No mechanical reproductions or other copies will be accepted.

Weekly Drawing Schedule: Each eligible individual person who submits a valid entry whether online or by mail over the course of a given week during the Sweepstakes Period is deemed an “Entrant.” Limit seven (7) weekly entries per Entrant per weekly drawing, regardless of method of entry. The entry period for each drawing begins at 12:00:01 a.m. ET on the first day for the period listed below, and ends at 11:59:59 p.m. on the last day of the entry period.

Entry Period	Entry Period Start	Entry Period End	Drawing Date
1	1/1/2014	1/12/2014	1/17/2014
2	1/13/2014	1/19/2014	1/24/2014
3	1/20/2014	1/26/2014	1/31/2014
4	1/27/2014	2/2/2014	2/7/2014
5	2/3/2014	2/9/2014	2/14/2014
6	2/10/2014	2/16/2014	2/21/2014
7	2/17/2014	2/23/2014	2/28/2014
8	2/24/2014	3/2/2014	3/7/2014
9	3/3/2014	3/9/2014	3/14/2014
10	3/10/2014	3/16/2014	3/21/2014
11	3/17/2014	3/23/2014	3/28/2014
12	3/24/2014	3/30/2014	4/4/2014

2. Winner Selection:

Weekly Random Drawings:

For each weekly entry period (see chart above), a random drawing will be completed from among all eligible entries received for that weekly entry period (see chart above).

Grand Prize Random Drawing:

One (1) Grand Prize Winner (“Winner”) will be selected in a random drawing on or about April 4, 2014, from among all eligible entries received throughout the entire Sweepstakes Period, regardless of method of entry and regardless of weekly entry period.

General Drawing Information:

The A Team LLC (“Administrator”), whose decision shall be final and binding, will conduct all drawings. Potential Prize Winners will be notified within ten (10) days of the relevant random drawings via e-mail or telephone using contact information submitted at the time of entry and will have ten (10) days to respond via the e-mail address provided at time the individual entered the Sweepstakes or created his or her MapMyFitness Account with all requested information to confirm eligibility and other details necessary to deliver a prize. Any prize notification or prize returned as undeliverable may be awarded to an alternate.

3. Prizes/Odds: One (1) Grand Prize: \$10,000, paid via check. Prizes in the Weekly drawings are as follows:

Entry Period	# Winners/Prizes
1	<ul style="list-style-type: none"> One 1st Prize: Polar® FT4 Heart Rate Watch with Polar® H7 Bluetooth Heart Rate Sensor (ARV: \$199.98) Ten 2nd Prizes: MMF MVP Membership (ARV: \$4.99)
2	<ul style="list-style-type: none"> One 1st Prize: Polar® FT4 Heart Rate Watch with Polar® H7 Bluetooth Heart Rate Sensor (ARV: \$199.98) Ten 2nd Prizes: MMF MVP Membership (ARV: \$4.99)
3	<ul style="list-style-type: none"> One 1st Prize: Polar® FT4 Heart Rate Watch with Polar® H7 Bluetooth Heart Rate Sensor (ARV: \$199.98) Ten 2nd Prizes: MMF MVP Membership (ARV: \$4.99)
4	<ul style="list-style-type: none"> One 1st Prize: Polar® FT4 Heart Rate Watch with Polar® H7 Bluetooth Heart Rate Sensor (ARV: \$199.98) Ten 2nd Prizes: MMF MVP Membership (ARV: \$4.99)

5	<ul style="list-style-type: none"> • One 1st Prize: Polar® FT4 Heart Rate Watch with Polar® H7 Bluetooth Heart Rate Sensor (ARV: \$199.98) • Ten 2nd Prizes: MMF MVP Membership (ARV: \$4.99)
6	<ul style="list-style-type: none"> • One 1st Prize: FitBit Flex or The One (ARV: \$129.99) • Ten 2nd Prizes: MMF MVP Membership (ARV: \$4.99)
7	<ul style="list-style-type: none"> • One 1st Prize: FitBit Flex or The One (ARV: \$129.99) • Ten 2nd Prizes: MMF MVP Membership (ARV: \$4.99)
8	<ul style="list-style-type: none"> • One 1st Prize: FitBit Flex or The One (ARV: \$129.99) • Ten 2nd Prizes: MMF MVP Membership (ARV: \$4.99)
9	<ul style="list-style-type: none"> • One 1st Prize: FitBit Flex or The One (ARV: \$129.99) • Ten 2nd Prizes: MMF MVP Membership (ARV: \$4.99)
10	<ul style="list-style-type: none"> • One 1st Prize: FitBit Flex or The One (ARV: \$129.99) • Ten 2nd Prizes: MMF MVP Membership (ARV: \$4.99)
11	<ul style="list-style-type: none"> • One 1st Prize: Timex Ironman (ARV: \$69.99) • Ten 2nd Prizes: MMF MVP Membership (ARV: \$4.99)
12	<ul style="list-style-type: none"> • One 1st Prize: Timex Ironman (ARV: \$69.99) • Ten 2nd Prizes: MMF MVP Membership (ARV: \$4.99)

Prize winners are solely responsible for all applicable federal, state, and local taxes on prizes. No transferring of prize, prize substitution, or cash equivalent of prize permitted by winner. Sponsors reserve the right to substitute the prize with a prize of equal or greater value in the event an advertised prize becomes unavailable. Any difference between the actual value of any prize and the approximate retail value set forth in these official rules may not be claimed and will not be awarded. Odds of winning in any drawing depend on the number of eligible entries received for that drawing. Limit one (1) weekly prize per entrant.

4. Additional Entry Requirements and Restrictions: Entries using macro, robotic, script or other forms of automatic entry will be disqualified. Entries become the property of Sponsors and will not be returned. Proof of submission does not constitute proof of receipt. If there is a dispute as to the identity of an online Entrant, the prize will be awarded to the authorized account holder of the email address associated with the MapMyFitness Account employed for online entry. The "authorized account holder" is defined as the natural person to whom the email address is assigned by an Internet service provider, online service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. A Winner may be asked to provide Sponsors and/or Administrator with proof that the Winner is the authorized account holder of the email address associated with the winning entry. If a dispute cannot be resolved, the entry will be deemed ineligible and an alternate winner may be selected. No responsibility is assumed for entries and winner notification responses that are lost, delayed, lost, misdirected, misdelivered, marked postage-due, illegible, mutilated, incorrect or incomplete, and such entries will not be eligible for this Sweepstakes.

5. Conditions of Participation: Online entrants must provide valid e-mail address and it is Entrant's responsibility to update Sponsors of any change in e-mail address by contacting MapMyFitness at support@mapmyfitnessinc.com. No transfer, assignment or substitution of a prize permitted. Entrants agree to be bound by the terms of these Official Rules. Decisions of Administrator and/or Sponsors are final and binding on all matters pertaining to this Sweepstakes. By participating in the Sweepstakes, each Entrant agrees that the Sponsors, those involved in the development, production, implementation and distribution of this Sweepstakes and each of their respective parent companies, affiliates, subsidiaries, service providers, and agencies, and each of their respective directors, officers, agents, employees, attorneys, and any other person or entity associated with such entities and/or Sweepstakes shall not be liable for any and all claims, damages, losses or injuries of any kind whatsoever, including any third party claims, damages, losses or injuries, or any injury, loss or damages of any kind to persons, including death, or property, arising from or relating to, in whole or in part, directly, or indirectly, this Sweepstakes, including entry and participation in this Sweepstakes or any Sweepstakes or prize related activity and acceptance, possession, use or misuse of the prize. Winner may be required to sign and return an Affidavit of Eligibility, a Liability Release and where legally permissible a Publicity Release within seven (7) days following the date of first attempted

notification. Failure to comply with this deadline may result in forfeiture of the prize and selection of an alternate Winner. If any potential Winner is discovered to be a minor under the laws of his/her state of residence, a parent or legal guardian must sign all required documents on behalf of the Winner. Return of any prize/prize notification as undeliverable may result in disqualification and selection of an alternate Winner. By participating in the Sweepstakes and/or accepting a prize, each entrant and Winner consents to and gives the Sponsors the right to interview, photograph/video Winner, and in perpetuity to freely and exclusively use, publish, and display Winner's (and where applicable a participant's) names, address, entry form, picture, portrait, likeness, voice, video, statements, quotes, biographical information, and prize information (in whole or in part, as may be adapted, edited, or modified, as solely determined by Sponsors) for advertising, trade, publicity and promotional purposes in any media now known or hereafter discovered, worldwide, and on the World Wide Web, without review, notification or approval, all without additional consideration, unless prohibited by law. No responsibility is assumed for any printing, typographical, mechanical or other error in these Official Rules, any online or other advertisements for the Sweepstakes, the announcement of any prize, or otherwise in any materials.

6. Internet Oriented Conditions: No responsibility is assumed for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, communication line failure, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, server, provider, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind including any injury or damage to entrant's or any other person's computer related to or resulting from participation in or downloading any materials with respect to the Sweepstakes, or inaccurate transmissions of or failure to receive entry information on account of technical problems or traffic congestion on the Internet or at any Web site or any combination thereof. If for any reason the Internet portion of the program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, human error, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, Sponsors reserve the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes and to select all winners from among the eligible entries received that are unaffected by the problem. Sponsors further reserve the right to disqualify any individual who tampers with the entry process, violates these Official Rules or undermines the integrity of the Sweepstakes. Sponsors may prohibit an Entrant from participating in the Sweepstakes if it determines that said Entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception or other unfair playing practices or intending to abuse, threaten or harass other Entrants.

Caution: Any attempt by a participant to deliberately damage any Web site or undermine the legitimate operation of the Sweepstakes is a violation of criminal and civil laws and should such an attempt be made, Sponsors reserve the right to seek damages from any such ENTRANT to the fullest extent of the law.

7. DISPUTES: Except where prohibited, each Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or in connection with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts, (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred with entering into the Sweepstakes; and (3) no punitive, incidental, indirect, special, consequential or other damages, including without limitation lost profits or attorneys' fees, may be awarded, whether foreseeable or not and whether based on negligence or otherwise (collectively, "Special Damages"), and (4) Entrant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased.

8. Governing Law: This Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of Texas, regardless of conflicts of law principles. Any action or litigation concerning this Sweepstakes shall take place exclusively in the federal or state courts sitting in Travis county, Texas, and each Entrant expressly consents to the jurisdiction of and venue in such courts and waives all defenses of lack of jurisdiction and inconvenient forum with respect to such courts. Each Entrant agrees to service of process by mail or other method acceptable under the laws of the State of Texas.

9. Apple Inc: Apple Inc. is in no way a participant in, sponsor of, or associated with the GNC Total Lean Challenge Sweepstakes, nor are any of the prizes being issued for this challenge Apple products or affiliated with Apple Inc.

10. Winner's List: For the names of the Winners, send a stamped, self-addressed envelope by February 15, 2014 to: GNC Total Lean Challenge Sweepstakes, c/o The A Team, 232 Madison Avenue, New York, NY 10016.

11. Sponsors:

General Nutrition Corporation, 300 6th Ave, Pittsburgh, PA 15222
MapMyFitness, 610 W 5th St, #605, Austin, TX 78701

12. Administrator: The A Team L.L.C., 232 Madison Avenue, New York, NY 10016

13. Privacy: By entering the Sweepstakes, each Entrant or the Entrant's parent (if the Entrant is found to be a minor in his/her state of residency) agrees to the Sponsors' use of their personal information as described in Sponsors' Privacy Policies located at http://www.mapmyfitness.com/privacy_policy_full and <http://www.gnc.com/helpdesk/index.jsp?display=safety&subdisplay=privacy> which are incorporated by reference herein and made a part of these Official Rules, except in those limited cases where these Official Rules expressly expand, modify, or contradict the Privacy Policies. In those circumstances, these Official Rules will govern the privacy relationship between Sponsors and the Entrants.

14. MapMyFitness's Terms and Conditions of Use: The MapMyFitness Terms and Conditions of Use located at http://www.mapmyfitness.com/terms_of_use are incorporated by reference herein and made a part of these Official Rules.