

# The Power of Pure Protein® Fitness Challenge Sweepstakes

- 1. Eligibility:** The Power of Pure Protein® Fitness Challenge Sweepstakes (“Sweepstakes”) is open only to legal residents of the 50 United States and Washington, D.C., who are 18 years of age or older at the time of entry. Employees (and their immediate family members and those living in the same household as the employee) of United States Nutrition, Inc. (“Sponsor”) and its advertising and promotion agencies involved with this Sweepstakes, MapMyFITNESS, Inc. (“MapMyFitness”), promotion partners, and their respective parent companies, subsidiaries, divisions, affiliates and related companies (collectively the “Sweepstakes Entities”) are not eligible to participate in or win the Sweepstakes. All federal, state and local laws and regulations apply. Void in Guam, Puerto Rico, all other U.S. territories and possessions and where prohibited by law. **NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE OR IMPROVE ENTRANT’S CHANCES OF WINNING. FREE REGISTRATION FOR THE SWEEPSTAKES IS AVAILABLE UPON REGISTRATION.**
- 2. How To Participate:** Entrant may register for the Sweepstakes at the Power of Pure Protein® landing page <http://www.mapmyfitness.com/challenges/pureprotein> (“Website”), between 12:01 a.m. Eastern Time (“ET”) on September 1, 2012 and 11:59 p.m. Eastern Time (“ET”) on September 30, 2012 (“Sweepstakes Period”). Entrant will automatically earn one entry into the Sweepstakes once he or she has completed one of the Pure Protein Fitness Challenges set forth on the Website. Limit one entry per MapMyFitness account. The use of robotic or automatic devices for entering the Sweepstakes is prohibited and Sponsor reserves the right to nullify all such entries and to disqualify the responsible person from entering. Normal Internet access and usage charges imposed by entrant’s online service will apply and are entrant’s sole responsibility. Neither Sponsor nor MapMyFitness is responsible for lost, late, misdirected, corrupted, incomplete or damaged entries. Proof of submission is not proof of receipt by Sponsor.
- 3. Prize and Approximate Retail Value (“ARV”):** Fifteen (15) randomly chosen Prize winners will each receive one case of Pure Protein 50 gram bars (48 individual bars in a case) (“Prize”). ARV of each Prize is \$81.12. ARV of all Prizes is \$1,216.80.
- 4. Sweepstakes Prize Drawing:** The Prize winners will be selected in a random drawing to be conducted by Sponsor on or about October 2, 2012, from all eligible entries received during the Sweepstakes Period. Sponsor’s decisions are final and legally binding on all matters relating to the random drawing. Odds of winning a Prize depend on the total number of eligible entries received during the Sweepstakes Period. All entries

must be received by 11:59 p.m. ET on September 30, 2012, to be eligible for the random drawing.

5. **General Rules:** Winners will be notified via the email address associated with their MapMyFitness account. Once verified via email, winners will be sent their Prizes within 6-8 weeks after winner verification. Return of Prize or prize notification will result in disqualification and alternate selection. By participating, entrants agree to receive additional communication from Sponsor and be bound by these Official Rules and the decisions of the Sponsor, which shall be final and binding in all respects. Winners and all entrants, as a condition of entry into the Sweepstakes, agree to release Sweepstakes Entities from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with participating in any aspect of the Sweepstakes, the receipt, ownership or use of Prize awarded or any typographical or other error in these Official Rules or the announcement or offering of the Prizes. Acceptance of a Prize constitutes permission to Sweepstakes Entities to use winners' names and likenesses for promotional purposes (including any possible public relations opportunities) without further compensation, except where prohibited by law. In the event of a dispute as to any entry, the authorized account holder of the email address used to register for the Sweepstakes will be deemed to be the entrant. A Prize winner may be required to show proof of being the authorized account holder of the email address associated with the entry. The Sponsor reserves the right in its sole discretion to disqualify any entrant who tampers or attempts to tamper with the entry process or the operation of the Sweepstakes; deliberately undermines or attempts to undermine the legitimate operation of the Sweepstakes; violates the Official Rules; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If, for any reason, the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, then the Sponsor reserves the right at its sole discretion to cancel the Sweepstakes and select the winners in a random drawing from among all eligible entries received prior to cancellation.
6. **Disputes:** Entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes, or any Prize awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in a federal or state court located in Suffolk County, New York; entrant submits to sole and exclusive personal jurisdiction of said courts in the State of New York for

any such dispute and irrevocably waive any and all rights to object to such jurisdiction; (b) any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant or the Sweepstakes Entities in connection with this Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York, the United States, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

7. **Data Collection:** MapMyFitness collects personal information from participants when they enter the Sweepstakes for use in administration of the Sweepstakes. When entering, entrant will have the opportunity to provide Sponsor with his/her email address and consent to receive promotional emails and information from Sponsor, MapMyFitness, and Sponsor's promotional partners. Consenting to receive such emails and information is optional, and is not necessary to enter or win this Sweepstakes, nor will it increase or improve entrant's chances of winning. The information collected is subject to MapMyFitness's Privacy Policy located at [http://www.mapmyfitness.com/privacy\\_policy](http://www.mapmyfitness.com/privacy_policy).
8. **Data Sharing:** To enable Sponsor to notify Prize winners, verify their information, and send Prizes, MapMyFitness will share the Prize Winners' personal information with Sponsor. Any personal information submitted by MapMyFitness to Sponsor will be processed by Sponsor in accordance with its Privacy Policy posted at <http://www.pureprotein.net/pages/privacypolicy.aspx>. By entering the Sweepstakes, you consent to MapMyFitness sharing your personal information with Sponsor for the above noted purposes.
9. **Privacy:** The Privacy Policy of MapMyFitness, located at [http://www.mapmyfitness.com/privacy\\_policy](http://www.mapmyfitness.com/privacy_policy), is 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 said Privacy Policy. In those circumstances, these Official Rules will govern the privacy relationship between the Sweepstakes Entities and the entrants.

10. **Terms and Conditions of Use:** MapMyFitness's Terms and Conditions of Use, located at [http://www.mapmyfitness.com/terms\\_of\\_use](http://www.mapmyfitness.com/terms_of_use), are incorporated by reference herein and made a part of these Official Rules.
11. **Winners List:** For a list of Sweepstakes winners, mail a self-addressed, stamped envelope to: Media Department, Power of Pure Protein® Fitness Challenge Winner, 2100 Smithtown Ave., Ronkonkoma, NY 11779. Requests for the name of the winner must be received by October 31, 2012.
12. **Sponsor:** The Sweepstakes is sponsored by United States Nutrition, Inc., 2100 Smithtown Ave., Ronkonkoma, New York 11779. The information you provide will only be used in the event you are selected as a Sweepstakes winner or if you have indicated that you would like to receive additional information from United States Nutrition, Inc.