

OFFICIAL RULES
2008 Michigan Apple Nintendo Wii™/WiiFit™* Giveaway

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED.

Open only to legal residents of the United States in the following states who are 18 years of age or older as of the date of the entry: *Alabama, Arkansas, Colorado, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Michigan, Minnesota, Mississippi, Missouri, Nebraska, North Carolina, North Dakota, Ohio, Oklahoma, South Carolina, South Dakota, Tennessee, Texas, Virginia, West Virginia, Wisconsin and Wyoming.*

You must be at least 18 years old and a resident of the United States of America. Void in Puerto Rico and all other U.S. territories and wherever prohibited by law.

All applicable federal, state and local laws and regulations apply. Employees and agents of Michigan Apple Committee and their respective affiliates, subsidiaries, advertising and promotion agencies, suppliers and the immediate family members and/or those living in the same household of each (collectively, "Sponsor") are not eligible. **By participating, entrants agree to be bound by the Official Rules and the decisions of Sponsor.**

TO ENTER

(1) Complete the official Entry Form (available at www.MichiganApples.com/fitness/). Mail the completed Entry Form with your Proofs of Purchase from bags of Michigan Apples, to the address below. Entries must be sent with first-class postage and postmarked by February 28, 2009.

OR

(2) Complete the official Non-Purchase Entry Form (available at www.MichiganApples.com/fitness/). Mail the completed Non-Purchase Entry Form to the address below. Limit one Non-Purchase Entry Form per mailing.

All entries must be sent with first-class mail, and postmarked by February 28, 2009, to the following address:

Michigan Apple Wii™ Giveaway
3005 Business One Drive
Kalamazoo, MI 49048-8700

LOST/DISQUALIFIED ENTRIES

No mechanically reproduced entries of any kind permitted. Illegible and incomplete entries are void. Sponsor is not responsible for lost, late, damaged, incomplete, illegible, faulty, mutilated, postage due, misdirected entries or entries not received. All questions regarding the entries shall be determined by the Michigan Apple Committee in its sole discretion.

RANDOM DRAWING

Ten (10) winners will be selected by random drawing on or about March 10, 2009 from all eligible Proofs of Purchase and Non-Purchase Entry Forms received. Decisions of judges are final on all matters. Winners will be notified by phone on or before March 15, 2009. Winners may waive their right to receive the prize. Prizes are non-assignable. If a prize is unclaimed or forfeited, it will be awarded to the next winner selected by random drawing. In the event that a winner declines their prize or does not meet the eligibility requirements, a new winner will be selected in a random drawing. Odds of winning will depend upon the number of eligible entries received. All federal, state and local taxes are the sole responsibility of winners.

PRIZE

Each winner will receive a Nintendo Wii™ and a Nintendo Wii Fit™ (Approximate Retail Value: \$400.00). Prizes consist of only those items specifically listed as part of the prize. No substitution or transfer/assignment of prize by winners permitted. Limit one prize per person/household address.

TERMS

All federal, state and local laws and regulations apply. All entries become the property of the Michigan Apple Committee and none will be returned. The Michigan Apple Committee reserves the right to disqualify any entries by persons determined to be tampering with or abusing any aspect of this Giveaway. Potential winners may be required to sign and return an Affidavit of Eligibility/Release of Liability/Prize Acceptance Form, which may require social security number, postmarked within 10 days of the date on notification materials. Noncompliance within this time period and/or return of any prize/prize notification as undeliverable may result in disqualification and an alternate potential winner may be selected by random draw from all remaining eligible entries. All winners must produce picture or some other form of proper identification to claim any prize. Sponsor reserves the right to substitute any prize with prize of equal or greater value. Acceptance of any prize constitutes permission to the Sponsor to use winners' name, voice, statements, image and likeness for purposes of advertising and trade, in any medium, without further compensation, unless prohibited by law.

Sponsor is not responsible for any typographical or other error in the printing, the offering or the announcement of any prize or in the administration of the promotion, whether caused by computer, technical or human error. Winners assume all liability and agree to hold Sponsor harmless for any injury or damage caused, or claimed to be caused, by participation in this promotion or use or redemption of any prize. Any and all disputes, claims, and causes of action arising out of or in connection with this Giveaway, including, without limitation, the selection of all winners and any prizes awarded, shall be resolved exclusively through binding arbitration administered by the American Arbitration Association, under its Commercial Arbitration Rules, without resort to the courts, either state or federal. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Sponsor reserves the right to cancel or modify the Giveaway for any reason, including but not limited to, if fraud, misconduct or technical failures destroy the integrity of the Giveaway, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper administration of the Giveaway as determined by Sponsor, in its sole discretion. Sponsor reserves the right to disqualify, freeze or prohibit the participation of an individual if fraud or tampering is suspected, or if the individual fails to comply with any requirement of participation or with any provision of these Official Rules. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE OPERATION OF THIS GIVEAWAY IS A VIOLATION OF CRIMINAL & CIVIL LAWS. SPONSOR RESERVES THE RIGHT TO DISQUALIFY AND/OR SEEK DAMAGES FROM ANY INDIVIDUAL MAKING ANY SUCH ATTEMPTS TO THE FULL EXTENT PERMITTED BY LAW.

RELEASE AND LIMITATION OF LIABILITY

By participating in this Giveaway, all entrants release the Michigan Apple Committee, its advertising and promotion agencies, and the officers, directors, employees, representatives and agents of each, from any and all liability, damages or causes of action (however named or described) for injuries, damages or losses to persons and property which may be sustained in connection with the Giveaway.

Under no circumstances will entrant be permitted to seek, recover or obtain awards for punitive, incidental, consequential, emotional or equitable damages and any and all other rights to have damages multiplied or otherwise increased. All entrants expressly waive all rights to claim, seek or recover such damages or relief. Any and all claims, awards or judgments shall be limited to actual out-of-pocket expenses and costs associated with entering this contest. In no event shall an entrant seek, recover or obtain attorneys' fees.

CONSTRUCTION

All issues and questions concerning the construction, validity, interpretation and enforceability of these Giveaway Rules, or the rights and obligations of entrant and the Michigan Apple Committee in connection with the Giveaway, shall be governed by, and construed in accordance with the laws of the State of Michigan, without giving effect to any choice of law or conflict of law, rules or provisions. The invalidity or unenforceability of any provision of these Giveaway 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 Giveaway Rules shall be construed in accordance with their terms as if the valid or unenforceable provision was not contained therein.

WINNERS LIST: For a list of winners, available after 04/01/20097, visit www.MichiganApples.com.

SPONSOR: This giveaway is sponsored by:

Michigan Apple Committee
13105 Schavey Rd., Suite 2
DeWitt, MI 48820
Phone (800) 456-2753
Email: Staff@MichiganApples.com

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