

**MICHIGAN APPLES 2012 FITNESS SWEEPSTAKES
OFFICIAL RULES**

**OPEN TO ALL ELIGIBLE LEGAL RESIDENTS OF AL, AR, CO, FL, GA, IL, IN,
IA, KS, KY, MI, MN, MS, MO, NE, NC, ND, OH, OK, SC, SD, TN, TX, VA, WV,
WI and WY, 18 YEARS OR OLDER AS OF DATE OF ENTRY.**

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

1. SWEEPSTAKES OVERVIEW: The Michigan Apple Fitness Sweepstakes ("Sweepstakes") starts on 1/1/12 at 12:00 A.M., Eastern Time ("ET") and ends 3/31/12 at 11:59:59 P.M., ET (the "Sweepstakes Period"). You may only enter once per calendar day during the Sweepstakes Period regardless of the email address you use. Only one (1) prize will be awarded per person or household address.

2. ELIGIBILITY: The Sweepstakes is open to all legal residents of AL, AR, CO, FL, GA, IL, IN, IA, KS, KY, MI, MN, MS, MO, NE, NC, ND, OH, OK, SC, SD, TN, TX, VA, WV, WI and WY (hereinafter referred to as the "Territory"), 18 years or older as of date of entry except officers, directors, employees and independent contractors of Sponsor, Mercury Promotions & Fulfillment, Inc. ("Mercury"), their affiliates, subsidiaries, advertising/promotion agencies (collectively, "Sponsor & Others") and members of their household and of their immediate families, i.e., parents, children, spouse, siblings, the "steps" of each and persons residing in the same household of such immediate family members and all other persons or entities associated with the development, administration, promotion, execution of, or supply to this Sweepstakes are not eligible to enter or win. Residents of Puerto Rico are not eligible to enter or win.

3. TO ENTER: During the Sweepstakes Period, go to www.michiganapples.com/contests and register by completing all of the requested information. Upon completing all requested information, you will receive one (1) entry into the Sweepstakes. As stated above, you may only enter once each calendar day during the Sweepstakes Period, regardless of the email address you use.

4. RANDOM DRAWING: On or about 4/9/12, a random drawing will be conducted by Mercury, the independent agency administering this Sweepstakes, to select three (3) potential Grand Prize Winners ("Winners") from among the total number of all eligible entries received during the Sweepstakes Period. The decisions of Sponsor shall be final and controlling in all matters pertaining to this Sweepstakes. The potential Winners will be notified by email and/or phone on or about 4/10/12. Sponsor is not responsible for any change in a potential Grand

Prize Winner's email or street address. In the event of a dispute as to the identity of a potential Grand Prize Winner ("Winner") based on an email address, the winning entry will be deemed to have been made by the Authorized Account Holder of the email address submitted at time of entry. "Authorized Account Holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted email address.

5. GRAND PRIZES & ODDS OF WINNING: Each Winner shall receive as the Grand Prize ("Prize") a Treadmill, awarded as a \$1,000 Amazon® Gift Card. Gift Cards must be used in accordance with their terms and conditions as such are stated at

<http://www.amazon.com/gp/help/customer/display.html?ie=UTF8&nodeId=200138510>. Sponsor has no responsibility for lost, misplaced, stolen or tampered with Gift Cards. Sponsor reserves the right to substitute a Prize with one of equal or greater value. If the actual retail value of the Prize is less than the stated approximate retail value, Winners will not receive the difference between actual retail value and approximate retail value. All other costs and expenses not specified above, such as federal, state, and local taxes, delivery to a Winner's home, are solely each Winner's responsibility. Other restrictions may apply. Sponsor has no responsibility for a Winner's inability or failure to accept or utilize the Prize as described herein. Each potential Winner will be required to sign and return a notarized Affidavit of Eligibility/Compliance and Publicity/Liability Release, where allowed by law, and such other documents as may be reasonably requested by Sponsor. Failure to sign and return these documents by the return date specified in the Prize notification will result in forfeiture of the entire Prize. The Winner will be issued a Form 1099 for tax purposes in the amount of the actual retail value of the Prize and must submit his/her Social Security Number, as required by law. Prize is not transferable or substitutable except by Sponsor with one of equal or greater value. All Prizes will be awarded provided there are a sufficient number of eligible entries. Sponsor reserves the right, in its sole discretion, to disqualify and randomly select an alternate potential Winner in the event that: (a) a potential Winner is unreachable; (b) the Prize notification is returned as undeliverable or is not responded to; (c) the failure to provide Sponsor with satisfactory proof of age, identity and residency; (d) the failure to execute and return the required Affidavit of Eligibility/Compliance (including, without limitation, providing his/her respective Social Security Number for tax purposes) or a Liability/Publicity Release by the specified return date, regardless of the cause of such failure; (e) a potential Winner declines acceptance of the Prize; or (f) if in Sponsor's determination, a potential Winner has not complied with these Official Rules. Entrants should regularly check their spam filters and voice mail messages to ensure they do not contain any important Sweepstakes notification messages. **Limit:** Only one (1) Prize per person or household address. **ODDS OF WINNING:** Odds of winning depend on the total number of all eligible entries received during the Sweepstakes period.

6. INTERNET/LIMITATIONS OF LIABILITY: Sponsor & Others are not responsible for interrupted or unavailable network server or other connections; for miscommunications; failed telephone or computer transmissions; for jumbled, scrambled or misdirected entries or transmissions; for phone, electrical, network, computer hardware or software or program malfunctions, failures or difficulties; for other errors, omissions, interruptions, or deletions of any kind, whether human, mechanical or electronic; or for any damage to any person's computer related to participating in the Sweepstakes. Sponsor & Others are not responsible for illegible, unintelligible, late, lost or stolen entries; for incorrect or inaccurate entry information, whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Sweepstakes; or for any technical or human errors which may occur in the processing of any entries in the Sweepstakes. Additionally, Sponsor & Others are not responsible for illegible, unintelligible, late, or lost entries, for incorrect or inaccurate entry information, whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Sweepstakes; or for any technical or human errors which may occur in the processing of any entries in the Sweepstakes. Persons found tampering with or abusing any aspect of the Sweepstakes, as solely determined by Sponsor, will be disqualified and may be subject to prosecution. Any person attempting to enter using multiple email addresses, multiple identities or any other device or artifice to enter multiple times or to interfere with the proper play of the Sweepstakes will be disqualified from participation in the Sweepstakes. Additionally, any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Sweepstakes will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. Sponsor reserves the right to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Sweepstakes, to be acting in violation of these Official Rules; or to be acting with the intent to disrupt the intended operation of the Sweepstakes. If Sponsor, in its sole discretion, determines that the Sweepstakes is not capable of running as intended because of viruses, bugs, non-authorized human intervention or any other causes which corrupt or may corrupt the administration, security, fairness or proper play of the Sweepstakes, Sponsor reserves the right in its sole discretion, to modify, suspend, cancel, or terminate the Sweepstakes and proceed in a manner deemed fair and appropriate by Sponsor which will include the selection of Winners from among all eligible entries received prior to said modification, suspension, cancellation or termination of the Sweepstakes.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. Any personally identifiable information collected during an individual's participation in this Sweepstakes will be collected by Sponsor or its representative and used by

Sponsor for purposes of the proper administration and fulfillment of the Sweepstakes as described in these Official Rules and in accordance with Sponsor's Privacy Policy as such is stated at <http://www.michiganapples.com/privacy-statement.html>.

7. PUBLICITY RIGHTS: By accepting a Prize, each Winner agrees to allow Sponsor and/or Sponsor's designees the perpetual right to use his/her name, biographical information, photos and/or likeness, videos and statements for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered, world wide, including but not limited to on the World Wide Web and Internet, without notice, review or approval and without additional compensation except where prohibited by law.

8. RELEASE: By participating in the Sweepstakes, each entrant releases and agrees to indemnify and hold harmless Sponsor & Others, from and against any and all costs, claims, damages, or any other injury, whether due to negligence or otherwise, to person(s) or property (including, without limitation, death or violation of any personal rights, such as violation of right of publicity/privacy, libel, or slander), due in whole or in part, directly or indirectly, to participation in the Sweepstakes or acceptance of a Prize, or arising out of participation in any Sweepstakes or Sweepstakes-related activity, whether hosted by Sponsor or a third party.

8. GENERAL: All Federal, state and local laws and regulations apply. Issues concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed by the laws of the State of Michigan. All disputes arising out of or connected with this Sweepstakes will be resolved individually, and without resort to class action, exclusively by the United States District Court for the Western District of Michigan or, if the federal court lacks jurisdiction, the appropriate Michigan State Court located in Clinton County, Michigan. Should there be a conflict between the laws of the State of Michigan and any other laws, the conflict will be resolved in favor of the laws of the State of Michigan, without reference to conflict of law principles. All judgments or awards shall be limited to actual incurred out-of-pocket expenses (excluding attorneys' fees) associated with participation in this Sweepstakes and shall not include any indirect, punitive, incidental and/or consequential damages. Void in all jurisdictions outside of the Territory and wherever prohibited by law. By entering the Sweepstakes, participants agree to abide by these Official Rules. In no event will more than three (3) Grand Prizes be awarded.

Sponsor is subject to the Michigan Freedom of Information Act. Consequently, while the Sponsor will not share personally identifiable information with third parties, it reserves the right to disclose personally identifiable information as required by law and when the Sponsor believes that disclosure is necessary or required to protect our rights or to comply with a court order.

SPONSOR: Michigan Apple Committee, 13750 S. Sedona Parkway, Suite 3, Lansing, MI 48906.

WINNERS LIST: To obtain the names of the Winners, send a properly stamped self-addressed envelope, postmarked by 4/30/12, to Michigan Apple Fitness Sweepstakes, 35610 Mound Road, Dept 900, Sterling Heights, MI 48310.

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