

Road-to-Wellness Sweepstakes

OFFICIAL RULES

NO PURCHASE NECESSARY

1. **HOW TO ENTER:** During the Entry Period specified below, visit wellness360.com and follow the on-screen instructions to invite your friends to become members of the wellness360.com (“Invitations”). For each valid Invitation you submit, you will receive one (1) entry in the [wellness360](http://wellness360.com) Road-to-Wellness sweepstakes (“Sweepstakes”). As determined by Sponsor, you will not receive entries for duplicate invitations, duplicate email addresses, rejected email addresses and invitations that you send to yourself. Invitations must be received during the Entry Period be eligible for the Drawing.

ENTRY PERIOD

All eligible entries must be received between
9:00AM (PT) on 5/16/08
and 11:59:59 PM (PT) on 8/31/2008.

DRAWING

Drawing will take place on 09/15/08.

2. **ELIGIBILITY:** This promotion is open only to residents of the 50 United States or the District of Columbia who are 18 years of age or older at time of entry. Employees of Aperture Health, Inc. participating advertisers, subsidiaries, advertising, promotion and internet agencies and their immediate family members. All federal, state, and local laws and regulations apply. Void where prohibited by law.
3. **PRIZE:** There is one (1) prize with a total approximate retail value of \$40,000 will be awarded as follows: A 2004 Four Winds 5000 Recreational Vehicle (“Vehicle”) (“Prize”) provided as is. The Vehicle is used with approximately 9,000 miles on the odometer. No additional options/upgrades or features will be added to the Vehicle. All costs related to acceptance and use of vehicle, including but not limited to title, insurance, license and registration fees are the sole responsibility of the winner. Winner must take delivery of vehicle within 30 days notice of availability at Aperture Health, Inc.’s corporate offices. Winner must have a valid U.S. driver’s license. Vehicle awarded is the vehicle shown in promotional materials. All applicable federal, state, and local taxes are the sole responsibility of the winner.
4. **GENERAL RULES:** Prize winner (or parent/legal guardian if potential winner is deemed a minor in his/her state of residence) will be required to complete and return an Affidavit of Eligibility, Release of Liability, Prize Acceptance Form and, if legally permissible, a Publicity Release within 10 days of attempted delivery of same. Noncompliance within this time period or return of any prize/prize notification as undeliverable will result in disqualification and an alternate winner will be selected.

Potential Prize winner (or parent/legal guardian if potential winner is deemed a minor in his/her state of residence) will be required to complete and return an Affidavit of Eligibility, Release of Liability, Prize Acceptance Form and, if legally permissible, a Publicity Release within 5 days of attempted delivery of same. Noncompliance within these time periods or return of any prize/prize notification as undeliverable will result in disqualification and an alternate winner will be selected. Winners will be notified by mail/phone.

- a. All applicable federal, state and local taxes are the sole responsibility of winner. In no event will more than the stated number of prizes be awarded.
 - b. By accepting prize, winner (or parent/legal guardian if winner is a minor) agrees to hold Aperture Health, its respective directors, officers, employees and assigns, harmless against any and all claims and liability arising out of use of prize. Winner (or parent/legal guardian if winner is a minor) assumes all liability for any injury or damage caused, or claimed to be caused, by participation in this promotion or use or redemption of this prize.
 - c. Acceptance of Prize constitutes permission for the Sponsor and its agencies to use winner's name and/or likeness for purposes of advertising and trade without further compensation, unless prohibited by law.
 - d. Entrants (or parent/legal guardian if entrant is a minor) agree to release, discharge and hold harmless Aperture Health, Inc., and their respective parent, subsidiaries, affiliates, and the directors, officers, employees or agencies of any of the above organizations from any and all liability for any injuries, losses or damages of any kind, including death, caused by or resulting from Prize or resulting from acceptance, possession, or use/misuse of Prize.
 - e. By participating in this Sweepstakes, entrants (or parent/legal guardian if entrant is a minor) agree to be bound by the Official Rules and the judges' decisions which are final. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the sweepstakes or in the announcement of the Prize.
5. **WINNER:** For the name of the winner, send a separate, stamped, self-addressed #10 envelope to: Aperture Health, Inc., 27201 Puerta Real, Suite 350, Mission Viejo, CA 92691, to be received by 10/01/08.
 6. **SPONSOR:** Aperture Health, Inc, 27201 Puerta Real, Suite 350, Mission Viejo, CA 92691 USA.
 7. **JURISDICTION/Venue:** This Agreement has been made, executed, and delivered in the State of California, and all the same shall be governed and construed for all purposes under and in accordance with the laws of the State of California, County of Orange. The parties agree to exclusive jurisdiction in Orange County, California.
 8. **ARBITRATION:** Every claim, controversy or dispute arising out of or related to this Agreement, or the breach thereof, which cannot be settled by negotiations shall be settled by binding arbitration administered by the American Arbitration Association (AAA) pursuant to the AAA's Commercial Arbitration Rules. A copy of said Commercial Arbitration Rules, as well as forms to demand arbitration there under, may be obtained from the American Arbitration Association. In the event that a party initiates a lawsuit in court concerning the arbitration of a claim, controversy or dispute such party shall be liable to the other party for the court-sanctioned costs, including reasonable attorneys' fees that the other party incurs to obtain an order from the court to stay or dismiss the

lawsuit or otherwise compel arbitration. Arbitration hereunder must be demanded within the relevant statute of limitations applicable to the claim, controversy or dispute. The arbitrator shall be neutral, and shall be a practicing attorney experienced in such matters. The arbitrator shall be authorized to award such relief as is allowed by law. The award shall equally apportion between the parties all costs of the arbitration, including but not limited to all administrative fees and the arbitrator's compensation and expenses, if any. However, except as provided elsewhere in this Agreement, each party shall be responsible for its own attorney's fees incurred during the course of the arbitration, as well as the costs of any witnesses or other evidence such party produces or causes to be produced. The award of the arbitrator shall include findings of fact and conclusions of law. Such award shall be kept confidential, and shall be final, binding and conclusive on the parties. Judgment on the award may be entered by any court of competent jurisdiction.

9. NOTICE TO ENTRANTS: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. Aperture Health, Inc., is not responsible for faulty, incorrect or mistranscribed phone transmissions, incorrect announcements of any kind, technical hardware or software failures of any kind including any injury or damage to any person's computer related to or resulting from participating in or experiencing any materials in connection with the promotion, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmission that may limit a user's ability to participate in the promotion. Sponsor reserves the right to cancel or modify the promotion if fraud, misconduct or technical failures destroy the integrity of the program; or if a computer virus, bug, or other technical problem corrupts the administration or security of the program as determined by Sponsor/judging agency/administrator, in their sole discretion. In the event of termination, a notice will be posted online and the drawing will be conducted from among all eligible entries received after termination. Any damage made to the Web Site will be the responsibility of the authorized e-mail account holder of the e-mail address submitted at the time of entry. Proof of submitting entries will not be deemed to be proof of receipt by Sponsor. Any use of robotic, automatic, programmed or the like methods of participation will void all such submissions by such methods. Sponsor reserves the right to prohibit the participation of an individual if fraud or tampering is suspected or if the account holder fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules.