

# Herbalife "AYSO LA Galaxy VIP Road Trip Experience" Sweepstakes

## OFFICIAL RULES

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES.  
A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING.**

1. **Promotion Description:** The Herbalife "AYSO LA Galaxy VIP Road Trip Experience" Sweepstakes ("the **Sweepstakes**") begins at 12:01 a.m. Pacific Time ("PT") on or about January 19, 2009 and ends at 11:59 p.m. PT on July 31, 2009 ("**Sweepstakes Period**"). During the Sweepstakes Period, American Youth Soccer Organization ("**AYSO**") parents, coaches, and leadership can submit entries at their assigned Herbalife International of America Independent Distributor ("**Herbalife Distributor**"). At the end of the Sweepstakes Period, a random drawing will be conducted to select one (1) Grand Prize winner, one (1) First Place winner, and up to three (3) Second Place winner(s) from among all eligible entries received, as set forth more fully below. Entry in the Sweepstakes does not constitute entry into any other promotion, contest or sweepstakes. By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Herbalife International of America, Inc. ("**Sponsor**"), which shall be final and binding in all respects.

2. **How to Enter:** To enter, visit your assigned Herbalife Distributor to complete an official entry form. All entry forms must include the entrant's AYSO section number, area number, region number, region location, Regional Commissioner information, coach information and entrant information (information includes: full name, address, city, state, zip, daytime and evening phone number, and email), Herbalife Distributor name, phone number, and email address. **Limit of one (1) entry per person per day.** Entries must be submitted by the Herbalife Distributor identified on the form. All entries become the sole property of Sponsor and will not be returned.

Sponsor assumes no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries. Entries must be made by the entrant, at his or her assigned Herbalife Distributor. Entries made by any other individual or any entity will be declared invalid and disqualified for this Sweepstakes. All entries must be received by the end of the Sweepstakes Period.

3. **Eligibility:** The Sweepstakes is only open to legal U.S. residents of the fifty United States, the District of Columbia and the U.S. Virgin Islands aged eighteen (18) years of age or older affiliated with an AYSO registered region and assigned to a Herbalife Distributor in good standing at the time of entry. This Sweepstakes is void where prohibited. The Sweepstakes is intended for participation only in the United States and shall be construed according to, and governed exclusively by, United States law. Do not participate in the Sweepstakes if you are not a legal resident of the United States physically located in the United States at the time of entry, or do not fall within the eligibility requirements set forth herein. Officers, directors and employees of Sponsor, Anschutz L.A. Soccer, Inc, and Major League Soccer, LLC (collectively, "**Sweepstakes Entities**") are ineligible to enter the Sweepstakes or win a prize.

4. **Winner Selection and Notification:** On or about August 10, 2009, the winner(s) will be randomly selected in a drawing from all eligible entries received during the Sweepstakes Period. The drawing will be conducted by Sponsor (or its designee), whose decisions are final and binding in all respects. Odds of winning a prize depend on the number of eligible entries received. A potential winner will be notified by phone using the contact information provided at the time of entry. Sponsor shall have no liability for any entry and/or winner notification that is lost, intercepted, or not received for any reason. Time is of the essence in awarding the Grand Prize. **If, despite reasonable efforts, a potential winner cannot be contacted within one (1) week after Sponsor's first notification attempt (or, for any Grand Prize, 48 hours after the first attempt) or if prize notification is returned as unclaimed or undeliverable to such potential winner, then such potential winner will forfeit its prize and an alternate winner may be selected, if time**

**permits. Acceptance of Grand Prize must be confirmed within forty-eight (48) hours from the time personal contact is made with the potential winner, otherwise the potential winner will be disqualified and an alternate winner may be selected.** If any potential winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential winner will be disqualified and the prize may be awarded to an alternate winner. Sponsor may successively attempt to contact up to three (3) potential winners of an applicable prize in accordance with such procedure, and if there are still no confirmed winners of such applicable prize after such attempts have been made, if any, such prize may go un-awarded.

5. **Publicity Release:** By participating in the Sweepstakes, in addition to any other grants which may be granted in any other agreement entered into between Sponsor and any entrant and/or winner of the Sweepstakes, each entrant irrevocably grants the Sweepstakes Entities and their respective successors, assigns and licensees, the right to use such entrant's name, likeness and biographical information, and any other personal characteristics, in any and all media for any purpose, including, without limitation, advertising and promotional purposes as well as in, on or in connection with the Sweepstakes or other promotions, and each entrant and/or prize winner(s) hereby release the Sweepstakes Entities from any liability with respect thereto.

6. **Prizes:**

**One (1) Grand Prize is available.** The Grand Prize consists of a trip for the Grand Prize winner and up to four (4) to attend a 2009 LA Galaxy regular season road game (the "**Game**"). The Grand Prize includes: (i) round trip coach airfare for the Grand Prize winner and his or her travel companion(s) between the major airport that is closest to the Grand Prize winner's assigned AYSO region and the major airport closest to the location of the Game; (ii) two (2) nights hotel accommodations for the Grand Prize winner and his or her travel companion(s) (three (3) rooms, double occupancy), (iii) ground transportation between the hotel and airport and the hotel and the Game; (iv) up to five (5) tickets to the Game. The approximate retail value ("**ARV**") of the Grand Prize is \$4100. Sponsor reserves the right to select the date, location and time of the Game in its sole discretion. The Grand Prize winner must arrange travel with Sponsor at least thirty (30) days in advance. The Grand Prize winner's travel companions must be eighteen (18) years of age or older, or if such travel companion is under the age of majority in his or her state of residence (a "**minor**") must travel with the permission of such minor's parent or legal guardian, with such permission in a form and substance acceptable to Sponsor in its sole and absolute discretion. All meals, taxes, gratuities, incidentals (including mini-bar), phone charges and other expenses not specifically identified in these Official Rules are the sole responsibility of the Grand Prize winner. No transfer, substitution, or cash equivalent for prizes allowed, except Sponsor reserves the right to substitute a prize of equal or greater value if a prize listed is unavailable for any reason. The Grand Prize winner and his or her travel companion(s) must travel together on the same itinerary and possess all required travel documents including visas and valid passports, if and as applicable, and comply with any applicable hotel check-in requirements, such as presentation of a major credit card. Sponsor reserves the right to structure travel route and select hotels in its sole discretion. Airfare may not include government taxes, Passenger Facility Charge or September 11th Security Fee. Airline tickets are non-refundable/non-transferable and are not valid for upgrades and/or frequent flyer miles. Other travel restrictions and blackout dates may apply. All airline tickets are subject to the vagaries of flight variation, work stoppages, and schedule or route changes. The ARV for travel prizes may vary depending upon points of departure and destination and fare fluctuations, and is an estimate made before the Sweepstakes begins. Grand Prize winner will not receive cash or any other form of compensation if actual travel costs are less than the estimate made in these Official Rules. The round trip air transportation element for any travel prize begins and ends at the point of departure. Room taxes and other hotel fees are not included and if applicable may be payable at the time of check-out by the winner/guest. A deposit or payment in advance, or presentation of a credit card by the Grand Prize winner may be required at the time of check-in at the hotel. Any hotel cancellations or changes to hotel reservations after confirmation must be made with the hotel directly, and the Grand Prize winner is solely responsible for any charges and/or fees arising from changes made directly with the hotel. The prize restrictions/conditions stated herein are not all-inclusive and the Grand Prize described above may be subject to additional restrictions/conditions, which may be stated in the Prize Claim Documents (as defined below) and/or other travel documents. In the event a Grand Prize winner and/or his or her travel companion(s) engages in behavior that (as determined by Sponsor in Sponsor's sole discretion) is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the trip or other applicable experience early, in whole or in part, and send the Grand Prize

winner and/or his or her travel companion(s) home with no further compensation. If the closest airport to the Grand Prize winner's region is in close enough proximity to the Game so that, as Sponsor may determine in its sole discretion, a flight is unnecessary, Sponsor will provide the Grand Prize winner with car service to and from the Game, and no other or additional compensation will be awarded.

**One (1) First Place prize is available.** The First Place Prize consists of one (1) autographed soccer ball signed by the LA Galaxy team (all players may not have signed the ball). The ARV of the First Place Prize is \$250.

**Up to three (3) Second Place prizes are available.** The Second Place prize consists of one (1) LA Galaxy official jersey (home or away). Sizes will be selected by Sponsor and cannot be exchanged. The ARV of the Third Place prize is \$70.

7. **Prize Conditions:** Prizes will be awarded only if each potential winner fully complies with these Official Rules. All portions of the prize are non-assignable and non-transferable. All details and other restrictions of the prize not specified in these Official Rules will be determined by Sponsor in its sole discretion. Each winner shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize. No cash alternative or substitution of the prize(s) will be allowed, except Sponsor reserves the right in its sole discretion to substitute prize(s) of comparable value if any prize listed is unavailable, in whole or in part, for any reason. Each potential winner will be required to execute and return an Affidavit of Eligibility, a Liability Release and, where imposing such condition is legal, a Publicity Release ("**Prize Claim Documents**"). If a winner is a minor, at Sponsor's option, the applicable prize either will be awarded in the name of the parent or legal guardian of such minor winner, or the parent or legal guardian of such minor winner will be required to ratify and sign the Prize Claim Documents. If a potential winner (or, in the case of a minor, such minor's parent or legal guardian) fails or refuses to sign and return all Prize Claim Documents within ten (10) days of prize notification, the winner may be disqualified and an alternate winner may be selected. The Grand Prize winner's travel companion(s) must sign an Affidavit of Eligibility and Liability Release prior to any travel documents being released.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Sweepstakes. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

8. **Sweepstakes Conditions:** This Sweepstakes is subject to all applicable federal, state and local laws. Entrants (and any minor entrant's parent or legal guardian) agree that the Sweepstakes Entities and AYSO (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Sweepstakes or any Sweepstakes-related activity, or from winners acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due submissions or prize notifications; or for miscommunications, or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Sweepstakes, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike-like or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. If a dispute as to the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. Sponsor reserves the right to modify, extend, suspend, or terminate the Sweepstakes if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as

contemplated herein. In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding prizes or continuing with the Sweepstakes as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis (e.g. SARS), order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "**Force Majeure**" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, extend or terminate the Sweepstakes. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select the winner(s) in a random drawing from among all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Headings and captions are used in these Official Rules solely for ease of reference, and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof. These Official Rules cannot be modified or amended in any way except in writing by a duly authorized representative of Sponsor.

9. **Privacy:** Information provided to Herbalife Distributors may be used by such Herbalife Distributors to contact you in connection with Herbalife products or business opportunities. Information collected in connection with the Sweepstakes will be used by Sponsor in accordance with its online privacy practices, posted at [www.herbalife.com](http://www.herbalife.com).
10. **Governing Law/Jurisdiction:** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE SWEEPSTAKES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.
11. **Arbitration Provision:** By participating in this Sweepstakes, each entrant agrees that any and all disputes the entrant may have with, or claims entrant may have against, the Sweepstakes Entities relating to, arising out of or connected in any way with (i) the Sweepstakes, (ii) the awarding or redemption of any prize, and/or (iii) the determination of the scope or applicability of this agreement to arbitrate, will be resolved individually and exclusively by final and binding arbitration administered by the National Arbitration Forum (the "**Forum**") and conducted before a sole arbitrator pursuant to the Code of Procedure established by the Forum. The arbitration shall be held at a location determined by the Forum pursuant to the Code of Procedure, or at such other location as may be mutually agreed by the participant and Sponsor. The arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable participant may have entered into in connection with the Sweepstakes. There shall be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only the participant's and/or Sponsor's individual claims and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. The arbitrator shall not have the power to award punitive damages against the participant or Sponsor. For more information on the Forum and/or the Forum's Code of Procedure, please visit their website at [www.arb-forum.com](http://www.arb-forum.com). If any part of this Arbitration Provision is deemed to be invalid or otherwise unenforceable or illegal, the balance of this Arbitration Provision shall remain in effect and shall be construed in accordance with its terms as if the invalid or illegal provision were not contained herein.
12. **Rules/Winners List:** To receive any legally-required winners list or an additional copy of these Official Rules, send a self-addressed, stamped envelope to: Herbalife "AYSO LA Galaxy VIP Road Trip Experience Sweepstakes." Please specify "Rules" or "Winners List". Winners list available after August 1, 2009 and until December 31, 2009. You may also view the rules at [www.myherbalife.com](http://www.myherbalife.com).
13. **Sponsor:** Herbalife International of America, 1800 Century Park East, Los Angeles, CA 90067.