

cinch® **biggest** loser challenge

Official Rules

1. Challenge Period: Cinch Biggest Loser Challenge (“Challenge”) begins January 1, 2009, and ends June 30, 2009.

2. Eligibility: Challenge is open to Shaklee Members, Distributors, Star Distributors, Two Star Distributors, and Star Associates who are legal residents of the United States and Canada (excluding Quebec) and held an eligible rank at the time they entered the Challenge. Shaklee Business Leaders and employees of Shaklee Corporation and its subsidiaries and affiliates, as well as their immediate family members, are not eligible. Offer void where prohibited by law.

3. How to Enter: To enter, visit the Web site online at **CinchBiggestLoser.com** between January 1, 2009, and March 31, 2009, and fill in responses to all of the information requested on the online entry form, including name, e-mail address, mailing address, telephone number, Shaklee ID number, date you started the Cinch Inch Loss Plan, “before” picture, and starting weight, chest, waist, and hip inch measurements. Complete your entry by checking the “I agree to the Challenge Official Rules” box and then clicking on the “Submit” button. In addition, your starting and ending weights must be submitted using the attached affidavit, which must be witnessed and certified by a health care professional, Shaklee Business Leader, or Shaklee Distributor who joined Shaklee prior to November 2008, and must be postmarked no later than July 2, 2009, along with before and after photos and a testimonial detailing your experience on the Cinch Inch Loss Plan during the Challenge (“Concluding Information”). Before and after photos must reasonably represent you at both your starting weight and your ending weight. Entrants who do not submit Concluding Information are not eligible to earn Challenge rewards. Entrants and reward earners must be willing to walk across the stage at the general session during Shaklee Corporation’s Global Conference in St. Louis, Mo. if requested by Shaklee Corporation.

To Enter by Mail: If you prefer to enter by mail, you may hand-print the following information and submit by mail, postmarked no later than March 31, 2009, to: **Shaklee Corporation, Attn: Cinch Biggest Loser Challenge, 4747 Willow Road, Pleasanton, CA 94588.**

- Your name
- Your street address, city, state, zip code
- Your daytime phone number
- Your e-mail address, if any
- Shaklee ID
- Date you started the Cinch Inch Loss Plan
- Starting weight measured in pounds
- Starting chest, waist, and hip measurements in inches
- Before picture

Mail entrants are also required to submit the Concluding Information, defined in the previous paragraph.

4. Entries are Property of Shaklee Corporation:

All entries, photographs, testimonials, essays, and other materials submitted to Shaklee become the property of Shaklee and will not be returned. By submitting your entry, you hereby irrevocably consent to and authorize the use and reproduction by Shaklee Corporation, its employees, subcontractors, and Independent Distributors, of any and all sound recordings, motion pictures, still photographs (negative or positive), satellite broadcasts, or videotapes of you, or use of your name, likeness, or any statement submitted by you concerning Shaklee, any Shaklee product, or the Shaklee earning opportunity (hereinafter collectively referred to as the “Intellectual Property”), for any purpose whatsoever, without further compensation to you. Further, you relinquish and give to Shaklee Corporation, its employees, subcontractors, and those of its Independent Distributors designated by Shaklee Corporation, all right, title, and interest you may have in the Intellectual Property and further grant Shaklee Corporation, its employees, subcontractors, and those of its Independent Distributors designated by Shaklee, the right to give, sell, transfer, and exhibit the Intellectual Property, including copies and facsimiles thereof, to any individual, business firm, publication, or Shaklee Web sites or to any of their assignees. All entries, photographs, essays, and other materials submitted to Shaklee may be used by Shaklee, whether selected as reward earners or not.

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5. Rewards: The following cash rewards will be awarded: one (1) \$25,000 cash reward; five (5) \$10,000 cash rewards; and five (5) \$5,000 cash rewards. Limit one reward per person. All applicable taxes are the sole responsibility of the reward earner. Rewards are not transferable and there will be no substitution for the rewards. To be eligible to receive a reward, you must have used the Cinch Inch Loss Plan during the entirety of your participation in the Challenge. You agree any reward earned shall be forfeited and immediately returned to Shaklee Corporation if you are found to have (1) submitted any inaccurate information related to the Challenge to Shaklee Corporation or (2) not been on the Cinch Inch loss Plan during the entirety of your participation in the Challenge. Shaklee Corporation reserves the right not to make awards if, in its sole judgment, there are no entries meriting an award.

6. Selection of Reward Earners: Reward earners will be announced on or about July 10, 2009. Rewards will be paid in or about August 2009. Judges will review photos and testimonials received. Entries will be judged based on the motivational value, weight loss and inch loss totals achieved during the Challenge Period, clarity, and an interesting and engaging style. Earning rewards will depend on the subjective judgment of the judges. All reward earners will be notified by e-mail, or by telephone if no e-mail address is provided. If a reward notification is returned as undeliverable or a reward earner cannot be contacted by telephone, an alternate reward earner may be selected. Decisions of Shaklee Corporation are final. Participants may request a rewards list by sending a self-addressed, stamped envelope to Shaklee Corporation, Attn: Cinch Biggest Loser Challenge—Rewards List, 4747 Willow Road, Pleasanton, CA 94588.

7. Limitation of Liability: By participating in this Challenge, reward earners and entrants agree to release and hold harmless Shaklee Corporation, its affiliates and subsidiaries, and their respective officers, directors, employees, representatives, and agents from any and all liability, damage, loss, costs, and expenses, including without limitation property damage, personal injury, and/or death, claims based on publicity rights, defamation, libel, and/or invasion of privacy arising out of or related to participation in this Challenge, or the acceptance or use or misuse of the reward. Except where prohibited by law, acceptance of the reward constitutes reward earner's consent to use his/her

name, likeness, photographs, written responses, testimonials, and essays (in whole or in part), reward won, hometown, and biographical data for advertising, public relations, promotional, or publication purposes in any media and in any manner whatsoever, without limitation or restriction and without further notice, permission, or compensation.

8. General Conditions: Consult with your physician or health care provider before starting the Challenge or any new exercise, nutrition, or supplementation program, particularly if you suffer from any medical condition or regularly use prescription or over-the-counter medications. This Challenge is subject to all applicable federal, state, and local laws and regulations. By participating, entrants agree to be bound by these official rules and the decisions of Shaklee in all matters relating to this Challenge. Shaklee is not responsible for late, damaged, misdirected, incomplete, inaccurate, illegible, or lost entries, all of which are void.

9. Choice of Law/Forum: You agree that these rules shall be interpreted under the laws of the state of California and that any dispute or litigation arising from or related to these rules shall be resolved in the trial courts of Alameda County, state of California.

10. Headings/Titles: All headings and titles, including the title of Challenge, are included only for convenience of reference and are not of substantive effect.

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Affidavit

Cinch Biggest Loser Challenge Entrant must complete this affidavit in full and submit to Shaklee Corporation, Attn: Cinch Biggest Loser Challenge, 4747 Willow Road, Pleasanton, CA 94588 by mail, postmarked no later than July 2, 2009.

Entrant Name:

Entrant Shaklee ID:

Street Address:

City and State:

Zip Code:

Telephone Number:

E-mail Address:

Starting Weight:

Ending Weight:

Starting Chest Measurement:

Ending Chest Measurement:

Starting Hip Measurement:

Ending Hip Measurement:

Starting Waist Measurement:

Ending Waist Measurement:

Witness (must be health care professional, Shaklee Business Leader, or Shaklee Distributor who joined Shaklee prior to November 2008)

By signing below the witness certifies under penalty of perjury under the laws of the state of California and the United States that the foregoing information is true and correct.

Cinch Biggest Loser Challenge Entrant

By signing below the entrant certifies under penalty of perjury under the laws of the state of California and the United States that the foregoing information is true and correct and that the entrant's weight loss was attributable to the Cinch Inch Loss Plan.

Witness Signature:

Entrant Signature:

Print Name and Shaklee ID, if Applicable:

Print Name:

Date:

Date: