

## **Healthé Trim “Lose To Win” Weight Loss Challenge Official Challenge Rules**

A complete copy of these rules can be obtained at the offices of any of the Cumulus radio stations identified below (the “Stations”), during normal business hours Monday through Friday or by sending a self-addressed, stamped envelope to a Station at the address provided below.

### Participating Cumulus Radio Stations:

**KBCY-FM**, 2525 South Danville, Abilene, TX 79605, [www.kbcy.com](http://www.kbcy.com)  
**WWWW-FM**, 1100 Victors Way, Suite 100, Ann Arbor, MI 48108, [www.w4country.com](http://www.w4country.com)  
**KPLX-FM**, 3500 Maple Avenue, Suite 1600, Dallas, TX 75219, [www.995thewolf.com](http://www.995thewolf.com)  
**WNNK-FM**, 2300 Vartan Way, Harrisburg, PA 17110, [www.wink104.com](http://www.wink104.com)  
**KRBE-FM**, 9801 Westheimer, Suite 700, Houston, TX 77042, [www.104krbe.com](http://www.104krbe.com)  
**WZYP-FM**, 1717 Highway 72 East, Athens, AL 35611, [www.wzyp.com](http://www.wzyp.com)  
**WFMS-FM**, 6810 North Shadeland Avenue, Indianapolis, IN 46220, [www.wfms.com](http://www.wfms.com)  
**WLXX-FM**, 300 West Vine Street, 3rd Floor, Lexington, KY 40507, [www.929thebear.com](http://www.929thebear.com)  
**WHKR-FM/WAOA-FM**, 1800 West Hibiscus Boulevard, Suite 138, Melbourne, FL 32901, [www.thehitkicker.com](http://www.thehitkicker.com) / [www.wa1a.com](http://www.wa1a.com)  
**WAOA-FM**, 1800 W. Hibiscus Blvd, Ste 138, Melbourne, FL 32901,  
**WSM-FM**, 10 Music Circle East, Nashville, TN 37203, [www.955thewolf.com](http://www.955thewolf.com)  
**WHOT-FM**, 4040 Simon Road, Youngstown, OH 44512, [www.hot101.com](http://www.hot101.com)

The Stations and HealthyLife Sciences, LLC d.b.a. Healthé Trim (“Healthé Trim”) will conduct the Healthé Trim “Lose to Win” Weight Loss Challenge (the “Challenge”) substantially as described in these rules, and by participating, each participant agrees as follows:

1. No purchase is necessary. Void where prohibited. All federal, state, and local regulations apply.
2. Challenge is open only to legal U.S. residents age 21 or older with a valid Social Security number at the time of entry. Employees, agents, representatives, or affiliates of the Station, Cumulus Media Inc., Cumulus Broadcasting LLC, Cumulus Media Partners LLC, Susquehanna Radio Corp., HealthyLife Sciences, LLC, participating sponsors, other radio stations, television stations and print advertising companies serving the metro area, and their immediate family members and household members are not eligible to participate. The term “immediate family members” includes spouses, parents, siblings, grandparents, children, grandchildren and cohabiting significant others.
3. The Challenge will begin on Monday, January 18, 2010 and will run through Friday, March 19, 2010.
4. To participate in the Challenge, log on to the Station’s website at the address set forth above, click the “Lose to Win” button, and complete an entry form explaining why you should be selected to participate in the “Lose to Win” Challenge. Entries must include entrant’s name, address, email address, daytime phone number, age, a current picture, current height and weight, and the amount of weigh you seek to lose. Entries should also convey the entrant’s commitment and motivation to lose weight. All entries must be received by midnight on Friday, January 22, 2010. Late, incomplete or illegible entries will be disregarded.

5. Each of the eleven (11) Cumulus radio markets will review the eligible entries submitted to their station websites and select, in their sole and exclusive discretion, five (5) entrants to serve as Challenge finalists (“Finalists”). The Finalists will be chosen based on the compelling nature of their stories, how much weight they seek to lose, and a demonstrated commitment and motivation to lose weight. Finalists will be contacted by the Station to participate in a recorded telephone interview and will be requested to provide certain personal information to confirm their safe and healthy participation in the Challenge, including all currently prescribed medications/dosages. Finalists will be required to certify in writing that they have consulted with a qualified health care professional regarding their participation in the Challenge and that they have not been advised against participating in the Challenge by such health care professional. In exchange for being allowed to participate in the Challenge, Finalists will be required to sign an assumption of risk and liability waiver and release agreement in favor of the Stations and Healthé Trim. If an entrant is unable to be reached by the Station or fails or refuses to provide the requested information or documents, the entrant will be disqualified from participating in the Challenge and another entrant will be selected by the Station for eligibility consultation, and this process will continue until each of the eleven (11) radio markets have selected five (5) eligible and qualified Finalists.
6. During the week of January 25-29, 2010, the Stations will announce on-air the five selected Finalists for their radio market. Healthé Trim will review the Finalists for each radio market and select, in its sole and exclusive discretion, will choose one (1) Finalist from each radio market to participate in the Challenge (each a “Challenge Participant”).
7. On Monday, February 1, 2010, each Station will announce on-air the Challenge Participant selected by Healthé Trim to represent their radio market. Challenge Participants will be required to come to the Station for an official “initial weigh-in” at the Station’s studios between 6:00am and 10:00am on February 1, 2010. This initial weigh-in will be monitored by Station representatives and will determine each Challenge Participant’s starting weight for purposes of the Challenge.
8. The Challenge Participants will participate in a seven (7) week, Healthé Trim-sponsored weight loss program from February 1, 2010 through March 18, 2010 (the “Challenge Period”). Challenge Participants will receive a minimum of two (2) bottles of Healthé Trim product (valued at \$55 each) and personal coaching by a Healthé Trim consultant (valued at \$1,000). During the Challenge Period, Challenge Participants agree to use the Healthé Trim products to advance their weight-loss goals and to accept weight-loss coaching from the Healthé Trim consultants. Other Healthé Trim supplements and vitamins will be available free of charge to Challenge Participants for use during the Challenge Period if they so choose. During the Challenge Period, Challenge Participants will be required to participate in interviews with Station personnel and/or blog about their weight-loss progress and Challenge experience, including providing photographs demonstrating their weight-loss progress.
9. **Challenge Participants who participate in the Challenge for the duration of the Challenge Period and lose a minimum of twenty (20) pounds shall receive a \$1,000 gift card.** Challenge Participants who lose between twenty one (21) and forty (40) pounds will earn an additional \$25 per pound lost (maximum \$500). Weight loss in excess of forty (40) pounds during the Challenge Period is not recommended and will not be rewarded.
10. Challenge Participants may elect to stop participating in the Challenge at any time and for any reason by notifying a Healthé Trim or Station representative, at which point they will be eliminated from further participation in the Challenge and required to return any and all unused Healthé Trim products. Healthé

Trim and/or the Station may eliminate a Challenge Participant at any time from further participation in the Challenge for failure to satisfy the obligations set forth in paragraph 8 above or for any other reason in their sole discretion. Eliminated Challenge Participants will not be replaced and will not be eligible to receive the \$1,000 gift card.

11. On March 18, 2010, Challenge Participants will be required to participate in an official “final weigh-in” at the Station’s studios. This final weigh-in will be monitored by Station representatives and will determine each Challenge Participant’s final weight for purposes of the Challenge. Using each Challenge Participant’s initial and final weigh-in totals, Healthé Trim will calculate the percentage of total body weight lost by each Challenge Participant during the Challenge Period by dividing the total amount of pounds lost by the Challenge Participant’s initial weight by (e.g., initial weight 200lbs; final weight 160lbs.; total weight loss 40lbs;  $40\text{lbs}/200\text{lbs} = 20\%$  loss of body weight). The Challenge Participant achieving the highest percentage of total body weight lost will be deemed the Challenge Winner.
12. On Friday, March 19, 2010, Healthé Trim will announce the Challenge Winner live over the air on the Stations. Challenge Participants will be required to participate in the live announcement either in person or via telephone. If it is determined that the Challenge Participant is not eligible to receive the Challenge Prize, in the Station’s and Healthé Trim’s sole judgment and discretion, the Challenge Participant with the second highest percentage of total body weight lost will be declared the Challenge Winner, and this process will continue on until such time as an eligible Challenge Participant is found. In the unlikely event that no Challenge Participants are found to meet the specifications, then the Challenge Prize will go un-awarded. In the event of a tie, the Challenge Winner will be determined by random drawing conducted by Healthé Trim.
13. One (1) Challenge Prize will be awarded. The Challenge Prize will consist of either: (i) a four (4) day, three (3) night family vacation for the winner and three (3) immediate family members to either Walt Disney World in Orlando, FL or Disneyland in Anaheim, CA, including coach airfare, single-room accommodations at a Disney resort, and park admittance; or (ii) a four (4) day, three (3) night beach vacation for the winner and three (3) immediate family members to Destin, FL, including coach airfare and single-room accommodations at the San Destin Hilton. Certain restrictions and limitations, including black-out dates, may apply. Total value of Challenge Prize package shall not exceed \$5,000.
14. All State, Local, Federal and or other taxes, duties, tariffs, title fees, licensing fees, or other fees for prizes awarded become the sole responsibility of the winner. All those who win a prize or prizes valued \$600 or more in any given year will be issued an IRS Form 1099 to report their winnings.
15. All prizes are awarded “as is.” Prizes are nontransferable and cannot be exchanged or sold. No substitute prize will be awarded to a winner who declines to accept a prize. Prizes must be claimed in person at the Station at the address identified above during regular business hours and within ten (10) business days of winning, excluding holidays. After such time, ownership of said prize reverts back to the Station to be disposed of at its discretion. The winner then loses all claims and rights to said prize. Proper identification must be presented by any winner to claim prize. As a condition to receiving the prize, any potential winner must complete and sign a Winner’s Affidavit and Release, releasing Healthé Trim, the Stations, their affiliates, members, directors, officers, and employees from all liability in connection with winner’s participation in the Challenge and acceptance, use, or non-use of the prize.

16. All entrants, Finalists, and Challenge Participants agree that Healthé Trim, the Stations, their parent and subsidiary companies, and their respective affiliates, members, directors, officers, employees, agents and representatives (collectively, the “Challenge Sponsors”) shall have no liability for any injury, misfortune, or damage to either persons or property incurred by entering or participating in the Challenge and/or by the use or non-use of any products or services provided or received in connection with the Challenge. Challenge Participants acknowledge and agree that the Challenge Sponsors are not qualified health care professionals and their activities in conjunction with the Challenge are not intended to be a substitute for informed medical advice or care, nor should any information received from the Challenge Sponsors during the Challenge be used to diagnose or treat any health problems or illnesses without first consulting a qualified health care professional. Challenge Participants further understand and acknowledge that Healthé Trim products have not been evaluated by the Food and Drug Administration are not intended to diagnose, treat, cure or prevent any disease.
17. All entry forms, devices, and materials gathered during the course of entry or during the Challenge Period, as well as all information contained on or within, shall become the sole property of Healthé Trim and the Station to be used, disposed of or destroyed in their sole discretion. Neither Healthé Trim nor the Station shall be responsible for any incorrect or inaccurate information entered by website users, and they assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to the Station’s website.
18. All entrants, Finalists and Challenge Participants agree to give the Station and Healthé Trim, their licensees, affiliates, successors, and assigns the irrevocable and unrestricted right to use, re-use, broadcast, or publish their name, city of residence, photo, video tape, film or any other likeness, including portraits and pictures, in whole or in part, as part of a composite, retouched or distorted in character or form, their voice, recorded or live, and any and all written materials, including emails and blogs, provided to the Stations and Healthé Trim as part of the Challenge, in hard copy, electronic format or otherwise (collectively, “Challenge Materials”), for any reason the Stations and Healthé Trim deem necessary without compensation, unless prohibited by law. All entrants, Finalists and Challenge Participants release, discharge, and agree to save harmless the Stations and Healthé Trim, their parent and subsidiary companies, affiliates, members, directors, officers, employees, agents and representatives from any and all claims they may have against the Stations and/or Healthé Trim in connection with the taking, production, and/or the use of the Challenge Materials. All entrants, Finalists and Challenge Participants further acknowledge that the Stations and Healthé Trim own or will own exclusively all Challenge Materials, including the copyrights in them, regardless of the form in which they have been or may be produced and used, and all entrants, Finalists and Challenge Participants assign all such ownership rights to the Stations and Healthé Trim.
19. By participating in the Challenge, entrants, Finalists and Challenge Participants agree to be bound by the decisions of all Healthé Trim and Station representatives. Persons who violate any rule, gain unfair advantage in participating in the Challenge, or obtain Finalist or Challenge Participant status using fraudulent means will be disqualified. Unsportsmanlike, disruptive, annoying, harassing or threatening behavior is prohibited. The Stations and Healthé Trim will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Challenge and the decisions of the Station and Healthé Trim concerning such disputes shall be final. If the conduct or outcome of the Challenge is affected by human error, any mechanical malfunctions or failures of any kind, intentional interference or any event beyond the control of the Stations or Healthé Trim, the Stations and Healthé Trim reserve the right to terminate the Challenge, or make such other decisions regarding the administration or outcome

as the Stations and Healthé Trim deem appropriate. All decisions will be made by the Stations and Healthé Trim are final. The Stations and Healthé Trim may waive any of these rules in its sole discretion. ANY ATTEMPT BY AN ENTRANT, FINALIST, CHALLENGE PARTICIPANT, OR ANY OTHER INDIVIDUAL TO DELIBERATELY CIRCUMVENT, DISRUPT OR DAMAGE ORDINARY AND NORMAL OPERATION OF THIS CHALLENGE, TELEPHONE SYSTEMS OR WEBSITES, OR UNDERMINE THE LEGITIMATE OPERATION OF THE CHALLENGE IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE STATIONS AND HEALTHE TRIM RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

20. The Stations and Healthé Trim reserve the right to limit the number of times an individual may enter a contest or drawing. The Stations and Healthé Trim reserve the right to require contestants to be present at drawings in order to win their prize. Odds of winning depend on a number of factors including the number of eligible entries received.