#### THE #4X HEALTHIER PARTY SWEEPSTAKES

## **NO PURCHASE NECESSARY**

# OPEN TO ELIGIBLE LEGAL RESIDENTS OF THE 50 US/DC, 18 YEARS OR OLDER AS OF DATE OF ENTRY.

# VOID IN PUERTO RICO, ELSEWHERE AND WHERE PROHIBITED BY LAW.

The #4X Healthier Party Sweepstakes (the "Sweepstakes") is sponsored by Perrigo Company, 515 Eastern Ave., Allegan, MI 49010 ("Sponsor"), and is administered by Collective Bias, LLC, an independent judging organization ("Administrator"), 205 South Main, Bentonville, AR 72716.

- 1. **SWEEPSTAKES PERIOD:** The Sweepstakes starts on May 01, 2012 at 12:00 A.M. Eastern Time ("ET") and ends on May 15, 2012 at 11:59 P.M. ET ("Sweepstakes Period"). The Administrator's computer serves as the official Sweepstakes Period Clock.
- 2. ELIGIBILITY/ENTRIES: You must be at least eighteen (18) years old as of time of entry, and a legal resident of the 50 United States or the District of Columbia to enter. Officers, directors, agents, sales representatives, distributors, and employees (and the household members and immediate family members, e.g. children, spouse, siblings, parents and the "steps" of each of the aforementioned) Sponsor, Collective Bias, LLC, their parent companies, subsidiaries, affiliates, Blogger, and their advertising, promotion and web design agencies ("Sponsor & Others"), and other individuals/entities associated with this Sweepstakes are not eligible to enter or win. All federal, state and local laws apply. Void in Puerto Rico, the United States Territories and Possessions, and where prohibited by law. Participation constitutes Entrant's full and unconditional agreement to these Official Rules and Sponsor and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein. If it is discovered that an Entrant has registered or attempted to register more than once using multiple e-mail addresses, telephone numbers or multiple identities, all of the Entrant's entries will be declared null and void and any prize an Entrant might have been entitled to will not be awarded.
- **3. HOW TO ENTER:** To enter the Sweepstakes, during the Sweepstakes Period, Entrants must do *all* of the following:
  - a. Sign into your Pinterest account at <a href="http://www.pinterest.com/">http://www.pinterest.com/</a>. If you do not have a Pinterest account, visit <a href="http://www.pinterest.com/">http://www.pinterest.com/</a> to request an invitation to register for a free account. There may be a waiting period in between when you request membership and when you are issued an invitation.
    - b. Create a #4XHealthier board on your Pinterest page.
  - c. "Pin" four (4) healthier living pins to your #4XHealthier Pinterest Board (e.g., workout routines, healthy recipes, motivating quotes, etc.), and tag each "pin" with hashtag "#4XHealthier" in the description.
  - d. Entrants must also "pin" one (1) 4X Probiotic product to their #4X Healthier Pinterest Board from the Sam's Club website (www.samsclub.com/sams/shop/product.jsp?productId=prod5590696), and tag the "pin" with the hashtag "#4XHealthier".
  - e. Entrants must submit their name, email address and their #4XHealther Pinterest Board link on the linky at bit.ly.com/4XHealthier.

Limit one (1) entry per person and per Pinterest account for entire Sweepstakes Period. All Entries must comply with Pinterest.com terms of use, <a href="http://pinterest.com/about/terms/">http://pinterest.com/about/terms/</a>. All entries become property of Sponsor and will not be returned.

- 4. GENERAL ENTRY TERMS: Each entry will be reviewed to ensure it complies with the requirements set forth in these Official Rules. Entries generated by script, macro or other automated means are void. The authorized account holder, defined below, of the e-mail address from where the Entry is generated will be deemed to be the Entrant. Sponsors & Others are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Submissions; all of which will be void. In the event of a dispute as to any Entry, the authorized account holder (determined at time of the Submission) of the e-mail address used to make the Entry will be deemed to be the Entry and must comply with these Official Rules. The "authorized account holder" is the natural person assigned an e-mail address by an Internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted address. Each Entrant may be required to show proof of being an authorized account holder.
- 5. DRAWING, PRIZE & ODDS OF WINNING: On or about May 16, 2012, one (1) Grand Prize winner (a potential "Grand Prize Winner"), and three (3) First Prize Winners (each, a potential "First Prize Winner") will be drawn at random, from among all eligible entries. All Entrants are only eligible to win one (1) Sweepstakes Prize. The potential Prize Winners will be notified by email and winners will also be notified @response to their Pinterest Board provided at the time of entry within seven (7) days following the random drawing. All Winners are subject to eligibility verification by Administrator. Administrator's and Sponsor's decisions shall be final and binding in all matters pertaining to this Sweepstakes

## 6. PRIZES:

- a. **GRAND PRIZE (1):** The Grand Prize Winner, as selected by Random.org from all eligible entries, will receive as the Grand Prize ("Prize") one (1) \$400 Sam's Club<sup>®</sup> gift card (retail value: \$400).
- b. **FIRST PRIZE (3):** Each First Prize Winner will receive as a First Prize one (1) \$100 Sam's Club<sup>®</sup> gift card (retail value of each gift card: \$100).
- c. Total retail value of all Prizes: \$700. All costs and expenses not specifically included herein, e.g. are solely each Prize Winner's responsibility as are all federal, state and local taxes. Odds of winning depend on the number of eligible entries received during the Sweepstakes Period.
- 7. HOW TO CLAIM A PRIZE: Potential Prize Winners will be contacted by email and @response to their Pinterest Board provided at the time of entry. If the notification sent is returned as undeliverable or potential Winners are otherwise unreachable for any reason, Sponsor and/or Administrator may award the prize to an alternate, randomly selected winner. Winners can expect to receive their prize within six (6) to eight (8) weeks. If a potential Prize Winner is found to be ineligible or not in compliance with these Official Rules or declines to accept a prize, or in the event that a prize confirmation or prize is returned undeliverable, the Prize will be forfeited and, in the Sponsor's sole discretion, the Prize may be awarded to a randomly selected, alternate Winner. Potential Prize Winners may be required to furnish proof of identification. The right to receive a Prize is non-assignable, non-transferable and no prize substitution, exchange or cash equivalent will be allowed, except by Sponsor who reserves the right to substitute prize of equal or greater value in case of unavailability of prize or force majeure. Federal, state and local taxes, if any, are the sole responsibility of Prize Winner.

- 8. RELEASE: By acceptance of a prize, the Prize Winner 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, false advertising, intellectual property right infringement), due in whole or in part, directly or indirectly, to participation in the Sweepstakes including attachment of any photograph, or arising out of participation in any Sweepstakes or prize related activity.
- 9. LIMITATION OF LIABILITY: Sponsor and Others are not responsible for illegible, lost, late, incomplete, stolen, misdirected postage due, or undeliverable, email, or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability, or garbled, corrupt or jumbled transmissions, service provider/Internet/web site/use net accessibility, availability, or traffic congestion, or any technical, mechanical, or typographical or other error, or unauthorized human intervention, or the incorrect or inaccurate capture of registration information, or the failure to capture, or loss of, any such information. Sponsor and Others are not responsible for any incorrect or inaccurate information, whether caused by any web site users, tampering, hacking, or by any of the equipment or programming associated with or utilized in the Sweepstakes and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to any web site(s). Sponsor and Others are not responsible for any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in this Sweepstakes. If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes and/or proceed with the Sweepstakes, including the selection of a winner(s), in a manner it deems fair and reasonable including the selection of winners from among eligible entries received prior to such cancellation, termination, modification or suspension. SPONSOR AND OTHERS MAKE NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT AS REGARDS TO ANY PRIZE OR ANY COMPONENTS OF THE PRIZES. VOID WHERE PROHIBITED, AS SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OF EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES. AN ENTRANT MUST CHECK LOCAL LAWS TO LEARN IF ANY OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. Further, Sponsor and Others are not responsible for, and shall be indemnified by Prize winner against any claims, injuries, losses or damages of any kind resulting from acceptance, use, misuse, possession, or loss of a prize.

In addition, Sponsor and Others are not responsible for and shall be defended, indemnified, held harmless and released by each Prize Winner against any claims, liabilities, lawsuits, judgments, causes of action, proceedings, injuries, death, losses, costs, expenses or damages of any kind resulting from, in connection with, or arising from acceptance, receipt, delivery, use, nonuse, misuse, defect in, inability to use, possession, or loss of prize. Sponsor and Others shall not be liable to Prize Winner or any other person for any part thereof, by reason of any acts of God; any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entities (whether or not they prove to be valid); equipment failure; terrorist acts; earthquake; fire; flood; war; explosion; unusually severe weather; hurricane; embargo; labor dispute or strike (whether legal or illegal); labor or material shortage; transportation interruption of any kind; work slow-down; civil disturbance; insurrection; riot; or any other cause beyond Sponsor's sole control. As a condition of participating in this Sweepstakes, each Entrant agrees to release, defend, indemnify and hold harmless Sponsor and Others from and against any injuries, death, losses, costs, expenses, damages, claims, judgments, causes of action and any liability of any kind in

connection with, resulting from or arising from the Sweepstakes, participation in the Sweepstakes, including without limitation, acceptance, receipt, delivery, possession, use, misuse, inability to use, defect or nonuse or loss of the prize that may be awarded.

- 10. DISPUTES: THE #4X HEALTHIER PARTY SWEESPTAKES IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN. AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE COUNTY OF OAKLAND COUNTY, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC., IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE STATUTE OF LIMITATIONS FOR ASSERTING ANY CLAIMS SHALL BE A PERIOD OF ONE YEAR FROM THE END DATE OF THE PROMOTION PERIOD. ENTRANTS AGREE THAT ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST OR ANY PRIZE AWARDED SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION.
- 11. PRIVACY POLICY: Any personally identifiable information collected during an Entrant's participation in this Sweepstakes will be collected by Sponsor or its agent and used by Sponsor, its affiliates, agents and marketers 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 stated at <a href="http://www.perrigo.com/privacy\_policy.html">http://www.perrigo.com/privacy\_policy.html</a> and any opt-ins an Entrant may have agreed to during the registration process.
- 12. PUBLICITY RIGHTS: By entering the Sweepstakes and/or accepting a Prize, Entrant agrees to allow Sponsor and/or Sponsor's designee the perpetual right to use their name, biographical information, photos and/or likeness, and statements for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered including live television, 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.
- 13. GENERAL: By entering this Sweepstakes, Entrants agree to abide by and accept these Official Rules throughout the Sweepstakes Period and the decisions of Sponsor or Administrator, which shall be final and binding in all matters relating to this Sweepstakes. Entrants waive any right to claim ambiguity in these Official Rules. In no event will more Prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical or other errors, there are more potential Prize Winners than are stated in these Official Rules, a random drawing among the entrants will be held to determine the Prize Winners. All federal, state and local laws and regulations apply. Sponsor reserves the right, in its sole discretion to cancel, terminate, modify, this Sweepstakes and proceed in a manner it deems fair and reasonable, including the selection of Winners from among all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. In the event of a dispute as to the identity of a winner based on an email address, the winning entry will be declared 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 email address by an Internet access provider, on-line service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. 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 in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Sweepstakes. 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. CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE. THE 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. All entries and/or materials submitted become the property of Sponsor and will not be returned. Sponsor and Others are not responsible for any lost, late, undeliverable/undelivered, or postage due mail. Void in all jurisdictions except those specifically included herein, in Puerto Rico and wherever restricted or prohibited by law. Federal, state and local taxes, if any, are the sole responsibility of winner. Sponsor will ship prize directly to the winner immediately from date of receipt of signed Agreement and Release. In the event of any conflict with any Sweepstakes details contained in these Official Rules and Sweepstakes details contained in promotional materials (including but not limited to point of sale, television, and print advertising, promotional packaging, and other promotion media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.

**14. WINNERS LIST:** For a list of the names of the Prize Winners, send a self-addressed stamped envelope, postmarked by 6/30/12, to: Winner List – #4X Healthier Party, Collective Bias, LLC, Attn: Amy Callahan, 205 South Main, Bentonville, AR 72716.

**SPONSOR:** Perrigo Company, 515 Eastern Ave., Allegan, MI 49010

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