

OPTIFAST® PATIENT WEIGHT LOSS CONTEST RULES

VOID WHERE PROHIBITED

To Enter. Participating OPTIFAST® patients (“Participants”) must complete an entry on an official entry form explaining why they should receive the OPTIFAST Weight Loss Award. Official entry forms can be obtained by (1) downloading them at www.optifast.com, or (2) writing to OPTIFAST Marketing Team at OPTIFASTmarketing@us.nestle.com, and requesting that an entry form be faxed or e-mailed to you.

Each Participant may submit only one entry. Only fully completed Entries are eligible. The essay portion of the entry is limited to five hundred (500) words or less. Entries may be submitted electronically to OPTIFASTmarketing@us.nestle.com, via facsimile at 952-848-6159 or via U.S. Postal Service to:

OPTIFAST Marketing Team
PO Box 370
Minneapolis, Minnesota 55440

Eligibility. The contest is open to OPTIFAST Participants who are legal residents of the United States age 18 years or older as of Contest participation date that complete the OPTIFAST twelve week full meal replacement program through their local OPTIFAST program and are fully compliant with all the OPTIFAST program requirements. Participants must have a valid e-mail address and a “before” and “after” photograph. Entries include: (1) an essay describing why Participant believes he/she should win the Patient Weight Loss Award; and (2) a fully completed Contest Entry Form. Claimed results will be verified with the individual clinics. Participants must not have participated in any OPTIFAST program within the last two years. Employees and agents of Sponsor, its parent and affiliate companies, or any OPTIFAST clinic and immediate family members of such employees or agents are not eligible to win. By submitting an entry, Participant agrees to be bound and abide by these Official Rules and the decisions of the judges and Sponsor, which are final and binding in all respects. All applicable federal, state, and local laws apply. Contest open to amateur writers only. Professional writers (persons who have been paid for their writing within the year prior to Contest entry) are not eligible.

Timing. The Contest enrollment begins on **August 1st, 2009** at 12:00 a.m. Central Standard Time (“CST”) and ends on **November 1st, 2009** at 11:59 p.m. CST. Participants may enroll at any time during that time period. Entries must be postmarked or time-stamped electronically no later than 11:59 p.m. CST on **February 1st, 2010**. Sponsor’s computer is the official time-keeping device for all entries received.

Judging. Each entry will be ranked by the following criteria: (1) percentage of body weight lost (30%); (2) creativity and originality of written essay about how weight loss and the OPTIFAST program has changed their life (35%); and (3) compelling nature of weight loss journey (35%). In the event of a tie, winner will be selected by the creativity/originality criterion. The essay must be original and of Participant's own creation. Essay must not have been entered in any other competition and must not be offensive or defamatory (as determined by the Judges) or violate the rights of other parties. Participant assigns and transfers to Sponsor all rights, title and interest to the essay, photos, entry form, and any other communications or materials relating to the Participant, Participant's experience on the OPTIFAST program and/or this Contest. Winner selection will be conducted by the contest committee consisting of a panel of judges with expertise in the OPTIFAST Program. Judging will be conducted during the week of February 8th, 2010 and the winners will be notified by February 19th, 2010.

Selection of Potential Winners. All winners must comply with all terms and conditions of these Official Rules. Potential winners will be notified by email within ten (10) days of the selection. Except where prohibited, the potential winners must execute and return to Sponsor, within thirty (30) days of being notified, an Affidavit of Eligibility, Liability & Publicity Release in order to claim the prize. If a potential winner cannot be contacted within ten (10) days of the first attempt, or if the potential winner fails to sign and return the Affidavit of Eligibility, Liability & Publicity Release within the required time period (if applicable), the potential winner(s) forfeits the prize. If a winner is disqualified for any reason, an alternate entrant will be selected from among all eligible entries. Alternate winners are subject to all eligibility requirements in these Rules. There will be up to three (3) alternate selections, after which the prize will remain un-awarded.

Prizes. Three (3) prizes will be awarded. Approximate Retail Value ("ARV"): \$4,000 per prize. The winning participants will each receive a paid three night trip for two to New York City including a single room (double occupancy) hotel accommodations for three nights at a hotel chosen by Sponsor, two round-trip coach airline tickets from a major airport near winner's home (determined by Sponsor in its sole discretion), a spa package make-over (package to be determined by Sponsor in its sole discretion, ARV \$500), \$500 shopping spree, airport transfers and transportation to and from spa. All meals, taxes, fees, transportation, gratuities and other expenses not specified herein are the sole responsibility of Winner. Travel companion must be at least 18 years of age and must sign and return a release of liability/publicity at least 15 days prior to trip or will not be permitted to accompany Winner on trip. No prize substitution, cash redemption, assignment or transfer of prizes by winner is permitted. Sponsor reserves the right to substitute a prize with another prize of greater or equal value. One prize per person.

Publicity. Participant will also participate in a professional photo shoot, the product of which, including any and all photographs, video or other media taken or collected, will be the exclusive property of Sponsor. Except where prohibited, participation in the Contest constitutes Participant's consent and permission to use, copy, edit, and broadcast, in whole or in part, Participant's essay, as well as Participant's name, likeness, voice, hometown and state for promotional purposes in any media without further payment or consideration to Participant.

General Conditions. Any attempt by any Participant to obtain more than one (1) entry by using multiple/different methods of entry, email addresses, identities or any other methods will void that Participant's entries and that Participant will be disqualified. All entries become the exclusive property of Sponsor and will not be returned. Proof of sending will not be deemed to be proof of receipt by Sponsor. Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Contest should unauthorized human intervention, technical failures or any other factor beyond Sponsor's reasonable control corrupt the administration, security, fairness, integrity or proper operation of the Contest. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of this Promotion or to be acting in violation of these Rules, or those of any other promotion, or in an unsportsmanlike or disruptive manner. Any deliberate attempt by any person to damage Sponsor's Web sites or to undermine the legitimate operation of this Contest may be a violation of criminal and civil laws, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Rules shall not constitute a waiver of that provision.

Release. Sponsor and its promotional and advertising agencies, agents, representatives and counsel shall have no liability for, and by entering, Participant agrees to hold harmless and indemnify Sponsor against, any injuries, losses, damages or causes or action resulting in whole or in part, directly or indirectly, from the acceptance, possession, use or misuse of prize or Contest participation.

Limitations of Liability. Sponsor is not responsible for: (1) technical hardware, software, or telephone failures of any kind, lost or unavailable network connections, fraud, incomplete, garbled or delayed computer or fax transmissions, whether caused by Sponsor, participants, users, or by any of the equipment or programming used in the promotion or by technical or human error which may occur in the administration of the Contest or the processing of entries; (2) late, lost, undeliverable, incomplete, incorrect, misdirected, damaged or stolen mail; or (3) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize. No more than the stated number of prizes will be awarded.

Disputes. Any and all disputes, claims, and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by the Hennepin County District Court, Minneapolis, Minnesota. Any claims, judgments or awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest but in no event attorneys' fees. Under no circumstances will Participant be permitted to obtain awards for, and Participant hereby waives all rights to claim, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of Participant and Sponsor in connection with the Contest shall be governed by, and construed in accordance with, the laws of the State of Minnesota without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Minnesota or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Minnesota.

Winner List/Official Rules. Official Rules can be accessed at www.OPTIFAST.com. The name of the winning Participants will be posted on www.OPTIFAST.com by February 19th, 2010.

Sponsor. This contest is sponsored by Nestlé HealthCare Nutrition, Inc., Minneapolis, MN 55440.