

THE GYM Armonk's Prep for Prom Challenge

OFFICIAL CONTEST RULES

February, 2010

No purchase necessary

Void where prohibited

1. ELIGIBILITY. This Contest ("THE GYM Armonk's Prep for Prom Challenge") brought to you by THE GYM of Armonk, LLC, and Paulo Atelier, Inc. (Sponsors) is governed by these rules. The Contest is open to High School seniors in Westchester County, NY, and Greenwich, CT. No purchase is necessary. All Entrants must agree to a minimum of a four day per week work out schedule. Employees, directors, officers and principals of the Sponsors, including its licensees, advertising and promotion agencies, subsidiaries, affiliates, contractors, agents and members of their immediate families or households are not eligible to participate. Upon entering this Contest, Entrants agree to waive any rights their state of residence may provide in regard to contests. This Contest is void where prohibited by law.

2. HOW TO ENTER. Entrants are invited to enter the contest by submitting a 1-2 minute video on to YouTube. The title of the video must be posted as: **THE GYM's Prep for Prom Challenge – Your Name.** All participants must also write a description explaining why THE GYM Armonk and Paulo's Atelier should select him/her as a winner, and how he/she will benefit from this prize. This description must be posted with the video. Once the video has been loaded and the description has been posted, participants must send an e-mail to **PrepforProm@gmail.com** with the link to his/her YouTube video, contestant contact information, and this signed form.

Following the successful submission of your entry, a contest representative will send a confirmation e-mail to the e-mail address provided by you upon registration confirming your participation in the Contest and indicating approval of your submission.

3. PRIVACY POLICY. The information submitted onto YouTube is public; any videos that are posted onto the website have been done so knowing that it may be viewed by parties other than the contest Sponsors. *YouTube is a public website, all posted videos are public.*

4. CONDITIONS OF ENTRY. By submitting an entry or accepting a prize, Entrants represent and warrant that all entries submitted by the Entrant are the original creation of the Entrant, have not been copied in whole or in part from any other work, do not violate or infringe any copyright, trademark or other proprietary right of any third party, and are the sole and exclusive property of the Entrant. Entrants assume all risk of lost, late, misdirected, incomplete or illegible submissions.

All entries submitted become the sole property of the Sponsors and will not be acknowledged or returned. By submitting an entry, Entrants grant THE GYM Armonk, and Paulo's Atelier permission to use entries for any purpose and in any media whatsoever, without further compensation to Entrants. Any person featured in any entries submitted must have provided his or her consent to Entrant for the submission of his or her image in this Contest. By entering this Contest, Entrant represents that such consent has been received. Failure to obtain such consent will deem the entry ineligible for participation in the Contest. Entrants agree to indemnify and hold harmless Sponsors and its affiliates and agents for any action brought by a person whose consent was not obtained by the Entrant. In the event of a dispute about entries submitted by multiple individuals using the same video, the entry will be deemed to have been submitted by the Entrant who first submitted the entry using the YouTube's time keeping system.

Entries must not be unlawful, libelous, slanderous, defamatory, invasive or deemed harmful, vulgar, obscene, derogatory, pornographic, abusive, harassing, threatening, hateful, objectionable with respect to

race, religion, creed, national origin or gender, or otherwise unfit for publication in the sole opinion of the Sponsor. Any image that, in the sole discretion of the Sponsors is considered inappropriate or unfit for publication will be automatically disqualified.

5. PROMOTION PERIOD. The Contest starts on Tuesday, February 16th, 2010, and ends on Wednesday, March 10th. All entries must be received no later than 5:00PM. Limit one entry per person. Entries submitted or attempted to be submitted outside of the Promotion Period will be automatically disqualified. Entrant will receive conformation e-mail from **Prep4Prom@gmail** after the noted information is submitted.

6. SELECTION OF WINNERS. The selection of winners will be conducted by a panel of judges consisting of Jeff Rivers, Partner, Founder and the Vice-President of Operations, THE GYM Armonk; Jamie Nicastrì, General Manager, THE GYM Armonk; Dana Hawryluk, Membership Director, THE GYM Armonk; Natalie Ciullo, Salon Manager, Paulo's Atelier; and Renee Palompelli, Spa Project Manager. The entries will be judged to the extent to which they meet the theme of the Contest. The decision of the judges will be final and binding. The selection of winners will take place on Tuesday, March 16th, 2010. Winners will be notified by e-mail or telephone by to the e-mail address or telephone number provided by Entrant to the Sponsors upon registration of the Contest via Prep4Prom@gmail.com. Winner must respond no later than Wednesday, March 17th, 2010. If the selected winner(s) fail to respond by this date, the prize shall be considered forfeited. In the event of such a forfeiture, the judges shall select another winner based on the Selection Criteria and/or dispose of the prize in any way it deems fit.

7. PRIZES AND ODDS OF WINNING: One male and one female entrant will be selected to receive:

Prize	Retail Value
Unlimited salon services for winner and family at Paulo's Atelier	\$1,000.00
Fitness assessment	\$50.00
3 months of person training	\$2,160.00
Skincare consultation at THE GYM Armonk's escape spa	\$360.00
Nutrition counseling	\$360.00
1 year membership for winners Parents/Legal Guardians	\$3,030.00

Actual retail value may vary. Odds of winning depend on the number of eligible entries received. Prizes are limited to one (1) prize per winner. The Prize cannot be assigned, transferred, redeemed for cash or substituted except by the Sponsors, who may, at its sole discretion, substitute the Prize with one of comparable value if the advertised Prize is or becomes unavailable for any reason.

8. GENERAL CONDITIONS. This Contest shall be construed and evaluated according to the law of New York, without regard to the principles of conflicts of law and submission of an entry constitutes acceptance of such laws. All federal, state and local laws and regulations apply. This Contest is void where prohibited by law. Entrants agree to be bound by these Official Rules and the decisions of the Sponsor are final and binding in all respects.

All taxes, fees, and surcharges on prizes are the sole responsibility of the prize winners. By participating and accepting a prize, so long as there is no legal prohibition, winner agrees to the use of his/her name for

advertising or publicity purposes and to the use of statements made by or attributed to him/her relating to Sponsor or this promotion, and releases any and all rights to said use without further compensation.

In the event of a dispute, all entries will be deemed to be made by the holder of the e-mail account associated with the entry.

9. RELEASE OF LIABILITY. All Entrants release Sponsors, its subsidiaries, affiliates, officers, directors, agents, employees and all others associated with the development and execution of Sponsors and the Contest from any and all liability with respect to or in any way arising from this Contest and/or acceptance or use of the prizes, including liability for personal injury, death, damages, or loss.

The Sponsors is not responsible for entries that are corrupted or otherwise not received correctly or for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers or providers, computer equipment, software, failure of e-mail, or on account of technical problems or traffic congestion on the Internet or at any Web site or combination thereof, including injury or damage to participants or to any other person's computer related to or resulting from participating or downloading materials in the Contest. The Sponsors assume no responsibility for any incorrect or inaccurate information, whether caused by Site users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the processing of submissions in the Contest. The Sponsors 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, or alteration of, entries, including lost, late or misdirected entries. The Sponsors are not responsible for cheating or fraud by any Entrant. Any activities intended to disrupt or interfere with the proper play of the Contest, or defraud the Sponsor in any way may be prosecuted to the fullest extent of the law. Entrants engaging in any of the foregoing activities will be disqualified and any prizes won will be forfeited.

If, for any reason, the Contest is not capable of proceeding as planned, including without limitation infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsors which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, the Sponsors reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest without penalty or cost attendant there to.

10. WINNERS LIST. The winner's names will be posted on THE GYM Armonk's Facebook page, THE GYM's website (www.gettothegym.com/armonk) and various media outlets. Information will also be posted on Paulo's Atelier's Facebook page, and website (<http://www.paulosatelier.com/>).

I _____, acknowledge that I have read the forgoing document; I understand the contents specified there in, and agree to abide by all the contest rules and regulations terms and conditions. I also acknowledge that failure to abide by the rules and regulations will result in immediate disqualification from the contest.

Entrant Signature

Any questions regarding this Contest should be directed to Rachel Mackles at Prep4Prom@gmail.com or (914)666-0066.