

WEIGHT WATCHERS® Live Life Active Sweepstakes

OFFICIAL RULES

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED.

1. SWEEPSTAKES PERIOD: The Weight Watchers® Live Life Active Sweepstakes (the "Sweepstakes") begins on April 7, 2013 at 12:00:01 a.m. Eastern Daylight Time ("EDT") and ends on July 13, 2013 at 11:59:59 p.m. EDT ("Sweepstakes Period").

2. ELIGIBILITY: The Sweepstakes is open to legal residents of the fifty (50) United States and the District of Columbia, who are at least twenty-one (21) years of age or older at time of Sweepstakes Period. Employees of Weight Watchers International, Inc. ("Sponsor"), The Marketing Arm Inc., ("Administrator"), and any of their respective representatives, affiliates, suppliers, parents or subsidiaries, and advertising and promotion agencies, Internet agencies, persons engaged in the development of Sweepstakes materials or events, and members of their immediate families (spouses, parents, children, and siblings and their spouses) and/or those living in the same household of each are not eligible. Void where prohibited or restricted by law and subject to all federal, state and local laws and regulations.

3. HOW TO ENTER: There are two (2) ways to enter the Sweepstakes.

1) Weight Watchers Meeting Room Method of Entry: Weight Watchers members obtain a Live Life Active Sweepstakes Entry Form ("Entry Form") at participating Weight Watchers locations only. Entry Forms are available during the Sweepstakes Period, while supplies last. Fill in the information on the Entry Form completely with your first and last name, email address, street address, city, state, zip code, phone number, Registration # (if applicable) and check to verify that you are 21 years of age or older to receive one (1) Weight Watchers Live Life Active Sticker ("Sticker"). Each Sticker will constitute one (1) entry into this Sweepstakes, subject to the below. All fields on the Entry Form must be legibly completed or entry will be void. After filling out your information, set an activity goal ("Activity Goal") by writing your Activity Goal in the "Set Activity Goal" field on the Entry Form to receive one (1) Sticker. Both Entry Form and Activity Goal must be filled out, and two (2) Stickers must be affixed during the Sweepstakes Period to receive the two (2) entries. After obtaining and filling out an Entry Form, filling out your Activity Goal and affixing your two (2) Stickers, additional entries can be achieved as detailed below:

- With each weekly attendance at your Weight Watchers meeting, you will receive one (1) Weight Watchers Live Life Active Sticker ("Sticker"). There is a limit of one (1) Sticker per week. You may receive up to six (6) Stickers during the Sweepstakes Period, for a total of (6) entries into the Sweepstakes through this additional entry means.

You may receive up to eight (8) total entries into this Sweepstakes as detailed above. Stickers will be available at Weight Watchers meetings until July 13, 2013, or while supplies last. Stickers must be affixed in the designated places on the Entry Form to be considered eligible.

Receiving an Entry Form and completing the additional entry methods below does not automatically enter you into the Sweepstakes. Entry Form with accumulated stickers must be submitted to a Receptionist at a participating Weight Watchers location by close of business July 13, 2013. Failure to timely submit Entry Form means you have not entered the Sweepstakes and are not eligible to win.

2) Alternate Means of Entry: Within the Sweepstakes Period, send an email to LiveLifeActive@themarketingarm.com with your first and last name, address, city, state, zip code, phone number and date of birth in the body of the email and "Weight Watchers Live Life Active – Enter Me" in the subject line of the email. Limit one (1) entry per email. All email entries must be received by July 13, 2013 at 11:59:59 p.m. EDT to be considered eligible. You may receive up to eight (8) entries per person, per email address into the Sweepstakes via this method of entry. All entries will be subject to verification and confirmation of eligibility.

Notwithstanding anything to the contrary herein, there is a maximum of eight (8) entries per person/email address during the Sweepstakes Period, regardless of method of entry.

By entering, entrants agree to be contacted (via email) by Sponsor and/or Administrator as a potential winner. By participating, entrants agree to abide by these Official Rules and to the decisions of the Sponsor, which shall be final and binding in all matters relating to this Sweepstakes. All entries become the property of Sponsor and will not be acknowledged or returned.

Entrant may only submit one (1) Entry Form. Subsequent Entry Forms will be void. Any attempt by an entrant to enter more than eight (8) times during the Sweepstakes Period, including without limitation by using multiple identities, will void any subsequent entries and entrant may be disqualified from the Sweepstakes in Sponsor's sole discretion.

No mechanically reproduced entries permitted. Sponsor and Administrator are not responsible for late, lost, incomplete, inaccurate, or misdirected entries or entries not received for any reason. If there is a dispute as to the identity of an Alternate Means of Entry entrant, the prize will be awarded to the authorized account holder of the email address submitted at entry. The "Authorized Account Holder" is defined as the natural person to whom the email address is assigned by an Internet 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's computer shall be the official timekeeping device.

4. AWARDING OF PRIZES AND ODDS OF WINNING: On or around August 24, 2013, potential winners will be selected in a random drawing from among all eligible entries, by Administrator whose decisions are final and binding. Potential winners will be notified via phone and/or email at the Administrator's sole discretion, and will be required to confirm his/her address for paperwork delivery and/or prize delivery. If a potential winner does not confirm his/her address within five (5) days of initial contact, the prize will be forfeited and an alternate potential winner(s) will be selected in a random drawing from among all remaining eligible entries. The potential winners may be required to provide photocopy of Passport to verify validity for travel purposes, sign and return an Affidavit of Eligibility and Liability Release, and where legal, a Publicity Release, as well as an IRS W-9 form (i.e., Request for Taxpayer Identification Number and Certification) each of which, if issued, must be completed, signed and returned within seven (7) days from date of issuance, or the prize may be forfeited and may be awarded to an alternate potential winner(s). Return of any prize/prize notification as undeliverable or lack of response by a potential winner(s) or noncompliance with these Official Rules may result in disqualification and selection of an alternate potential winner(s).

Odds of winning depend on the number of eligible entries received during the Sweepstakes Period. Only the published number of prizes stated in these Official Rules will be awarded. In the event for any reason, including but not limited to technical, printing, computer, human or other errors, the number of prizes claimed (in total or for a certain prize) exceeds the number of prizes listed (in total or for a certain prize) in these Official Rules, Sponsor reserves the right to conduct a random drawing to award the advertised number of prizes (in total or for a certain prize). Under no circumstances will more than the advertised number of prizes be awarded. Limit one (1) prize per person/email address, per family and per household.

Administrator's decisions, along with the decisions of the Sponsor, are final on all matters relating to this Sweepstakes.

5. PRIZES AND APPROXIMATE RETAIL VALUES ("ARV"):

- **Grand Prize:** Two (2) Grand Prize Winners will each receive a five (5) day, trip for two (2) to a Wellness Retreat and Spa in Costa Rica. Each trip includes roundtrip coach airfare for two (2), roundtrip ground transportation between the airport and hotel for two (2), hotel accommodation for four (4) nights (standard room, double occupancy), and \$500 spending money in the form of a check issued in the winner's name. As part of the Grand Prize, Administrator will provide the Grand Prize Winner \$1,120.00 in the form of a check in the Grand Prize Winner's name which may be used by the Grand Prize Winner to offset his or her income taxes (or a portion of his or her income taxes) incurred when accepting this Grand Prize. Should the Grand Prize Winner's income taxes be higher than the \$1,120, Sponsor is not responsible for the difference between actual income taxes incurred and this \$1,120. Guest traveling with winner must be twenty-one (21) years or older at time of trip. Selection of travel dates, airline, plane seats, airport, flight itinerary, hotel/spa, and ground transportation provider are within the sole discretion of Administrator. Grand Prize Winner and travel companion must travel on same itinerary, between October 1, 2013, and September 30, 2014 on dates specified by Sponsor and must possess any/all necessary documents (including but not limited to valid government issued photo I.D./passport) prior to departure. Certain restrictions and blackout dates apply. No refunds or credits for changes are allowed. If Grand Prize Winner is unable to travel on dates specified by Sponsor, Grand Prize Winner may forfeit the prize. Sponsor is not responsible for any weather or airline issues that prevent winner and guest from traveling on specified dates, in which event any missed portion of the prize is forfeited in its entirety and no substitution will be provided. Travel companion must sign a liability/publicity release prior to travel. Grand Prize Winner and guest are responsible for obtaining travel insurance (and all other forms of insurance) where applicable, at their option, and hereby acknowledge that the Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. Gratuities and incidental charges not included in hotel accommodations. All other expenses and costs, not expressly listed above, including, but not limited to, taxes, tips, entertainment and transfers, meals, additional tours/excursions, are the Grand Prize Winner's sole responsibility. In the event the Grand Prize Winner or his/her guest engages in behavior that (as determined by Sponsor, in Sponsor's sole discretion) is obnoxious or threatening, illegal, or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the trip or other applicable experience early, in whole or part, and send the Grand Prize Winner and his/her guest home with no further compensation. Grand Prize Winner will be required to present a valid credit card upon hotel check-in to cover incidental expenses incurred during stay. ARV of the Grand Prize: \$4,500.00. ARV of all Grand Prizes: \$9,000.00
- **First Prizes:** Ten (10) First Prize Winners will each receive one (1) Nintendo Wii-U® gaming console and two (2) video games – Just Dance 4 and Your Shape Fitness Evolved 2013. ARV of each First Prize: \$229.99. ARV of all First Prizes: \$2,299.90
- **Second Prizes:** Twenty (20) Second Prize Winners will each receive one (1) Weight Watchers Fitness Prize Pack. Selection of Fitness Products to be determined by Sponsor. ARV of each Second Prize: \$118.75. ARV of all Second Prizes: \$2,375.00
- **Third Prizes:** Twenty-five (25) Third Prize Winners will each receive one (1) Apple® iPod Shuffle and one (1) \$50 iTunes Gift Card. ARV of each Third Prize: \$100.00. ARV of all Third Prizes: \$2,500.00
- **Fourth Prizes:** Twenty-five (25) Fourth Prize Winners will each receive one (1) ActiveLink® Activity Monitor and a six-(6-) month ActiveLink subscription; subscription provided via gift card. ARV of each Fourth Prize: \$69.99. ARV of all Fourth Prizes: \$1,749.75. To take advantage of this prize, you must have an active subscription to, Weight Watchers eTools (available via a Monthly Pass or as a standalone subscription) or Weight Watchers Online.
- **Fifth Prizes:** Fifty (50) Fifth Prize Winners will each receive \$150.00 of Workout Apparel in the form of a Visa gift card. ARV of each Fifth Prize: \$150.00. ARV of all Fifth Prizes: \$7,500.00.

Total ARV of all prizes to be awarded: \$25,424.65

Apple®, Nintendo®, Ubisoft® and any other third party companies with prizes being given away during this Sweepstakes are not a participant in or a sponsor of this Sweepstakes. Prizes are subject to restrictions, blackout dates, and any expiration dates. Prizes are provided as is without any warranty. The ARV of prizes listed are subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules, and the date the prizes are awarded, as well as airfare fluctuations based on departure city. If the actual purchase price of prizes is less than the ARV stated herein, the prize winners will NOT be entitled to a check, cash or other form of payment for the price difference. Prizes are not transferable. No substitution, transfer or cash equivalent of prize permitted except at the sole discretion of the Sponsor who reserves the right to substitute a prize (or portion of prize) of equal or greater value in the event the prize is unavailable. Winners are solely responsible for all applicable federal, state and local taxes.

6. GENERAL RULES: Sponsor reserves the right to void all entries made through any robotic, automatic, mechanical, programmed, or similar entry duplication method. Sponsor is not responsible for any cancellations of meetings or closing of meeting rooms. Sponsor is also not responsible for any (a) telephone, computer, hardware, software, programming or network malfunction or other technical failures or errors, or the failure to properly process entries; (b) communication disruption or other forces beyond the reasonable control of the Sponsor, including but not limited to disruption related to Internet traffic, virus, bug or non-authorized intervention; or (c) damage caused by a virus or otherwise resulting to damage to any computer or mobile device from such person's participation in the Sweepstakes whether human, mechanical or electronic. If any malfunction, error, disruption or similar damage occurs and impairs the administration, security, fairness, integrity or proper play of the Sweepstakes, Sponsor may, in its sole discretion, reserve the right to terminate, cancel, suspend and/or modify the Sweepstakes (or any portion thereof) and/or disqualify any entrant and void all associated suspect entries by posting notice at participating Weight Watchers locations. If the Sweepstakes is terminated before the end date, Sponsor reserves the right, but not the obligation, to select winners from eligible entries received as of the termination date. Persons found tampering with or abusing any aspect of this Sweepstakes, or who Sponsor believes to be causing malfunction, error, disruption, or damage will be disqualified. Entries that contain errors, or are incomplete or received after the Sweepstakes Period will not be accepted. Sponsor and Administrator are not responsible for lost, late, misdirected, damaged, illegible, incomplete, or garbled entries and such entries will be void. The Sponsor will be the sole judge of which entries are valid and its decision is final and binding.

7. LIABILITY AND RELEASE: By participating, entrants agree to release and hold harmless Sponsor, Administrator, and each of their respective parents, affiliates, subsidiaries, directors, officers, employees and its advertising, promotional and judging agencies from any and all claims and liability or any injuries, death, loss, tax liability or damage of any kind, including, without limitation, personal injury, death or damage to personal or real property, and claims based on publicity rights, defamation and/or invasion of privacy, to entrant or any other person or entity due in whole or in part, directly or indirectly, arising from or in connection with participation in this Sweepstakes or the acceptance, use, misuse or possession of any prize won, or participation in any prize-related activities or any typographical or other error in these Official Rules or the announcement of offering of prizes. As a condition of participation in this Sweepstakes, participant agrees that: 1) under no circumstance will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental, consequential or any other damages; 2) all causes of action arising out of or connected with this Sweepstakes, or any prize awarded, shall be resolved individually, without resort to any form of class action; and 3) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, but in no event shall include attorneys' fees. By participating in this Sweepstakes, entrant also agrees that Sponsor and its designees shall have the right and permission to use entrant's name and/or picture and/or likeness or biographical information or voice and address, for advertising, promotional and/or any other purpose in any media now or hereafter known throughout the world in perpetuity without any further compensation, consideration, permission or notification except where prohibited by law. Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process or the operation of the Sweepstakes or any Sweepstakes-related website; violates the Official Rules; acts in an unsportsmanlike or disruptive manner; or acts with intent to annoy, abuse, threaten or harass any other person. Failure to comply with these Official Rules may result in disqualification from the Sweepstakes.

8. DISCLAIMER: Prizes are awarded "AS IS" and without warranty of any kind by Sponsor and Administrator, express or implied, including without limitation, any implied warranty of merchantability or fitness for a particular purpose. Any and all guarantees and warranties on prizes that are goods or services are subject to the manufacturer's or service provider's terms and conditions, and winner agrees to look solely to said manufacturer or service provider for any such guarantee or warranty claim.

9. GOVERNING LAW: Except where prohibited by law, all issues concerning the construction, validity and enforcement of these Official Rules, or the rights and obligations of the entrant and Sponsor, shall be constructed and governed by the laws of the state of New York, without regard to conflicts of law. All suits or claims brought in connection with this Sweepstakes must be brought in a state or federal court in New York County, New York.

10. WINNERS LIST: For a list of Winners, available after all Winners are confirmed, send a self-addressed, stamped envelope to: Weight Watchers Live Life Active Winners List c/o The Marketing Arm Promotions Team, 1999 Bryan St. Suite 1800, Dallas, TX 75201. Requests must be postmarked by September 30, 2013 and received no later than October 7, 2013.

11. SPONSOR: Weight Watchers International, Inc., 11 Madison Ave, New York, NY 10010.

12. ADMINISTRATOR: The Marketing Arm Inc., 1999 Bryan Street, Suite 1800, Dallas, TX 75201.