

## OFFICIAL RULES

**NO PURCHASE NECESSARY. VOID WHERE PROHIBITED OR RESTRICTED.** All federal, state, and local laws and regulations apply. The Spry Inspiration Awards (this “Contest”) is open to entrants and their nominees who are legal residents of the continental U.S. (the “Eligibility Area”) and are age 21 or older at the time of entry. This Contest begins at 8:00 a.m. CT on August 1, 2009 and ends at 11:59:59 p.m. on August 31, 2009 (the “Contest Period”).

**ENTRY:** To nominate the most inspirational person in your life (the “Nominee”) for consideration in this Contest, email the following to [inspirationawards@spryliving.com](mailto:inspirationawards@spryliving.com): (1) your name, address, date of birth and phone number; (2) the name, age, address, phone number, and email address of your Nominee; (3) a short essay of 200 words or less about why your Nominee inspires you; and (4) a color photo of your Nominee. You may also submit your entry by mail. On a sheet of paper, print the following: (1) your name, address, date of birth and phone number; (2) the name, age, address, phone number, and email address of your Nominee; and (3) a short essay of 200 words or less about why your Nominee inspires you. Send this information, along with a color photo of your Nominee to: Spry Inspiration Awards, Publishing Group of America, 341 Cool Springs Blvd., Suite 400 Franklin, TN 37067. Nominees must be made aware that they are being nominated prior to entrants submitting an entry. Entries submitted via facsimile are prohibited. Online entries must be received by 11:59:59 p.m. CT on August 31, 2009 to be eligible, and mailed entries must be postmarked by August 31, 2009 to be eligible. In the case of multiple entries by a single entrant, only the first entry will be accepted. Publishing Group of America, Inc. (“PGA”) shall not be responsible for technical failures in entry transmission. By participating in this Contest, each entrant accepts the terms and conditions stated in these Official Rules, agrees to be bound by the decisions of the judges, and warrants that she/he is eligible to participate in this Contest. This Contest is VOID outside of the Eligibility Area and where otherwise taxed, prohibited or restricted. Employees, agents and suppliers of PGA, and its affiliated companies, and members of their immediate families or households are not eligible to participate in the Contest. All entries become the property of PGA and will not be acknowledged or returned. Entries received by PGA after the end of the Contest Period will be discarded and deemed void. No changes to any entry information will be permitted once submitted.

**ORIGINAL WORK:** Each entrant represents and warrants that his/her submission is an original work and that the entrant is the sole author with the full power to submit the same and to grant the licenses herein to PGA. Entrants may not submit information or content that violates the property rights of others, including unauthorized intellectual property or other confidential or proprietary information of a third party, or that defames or invades the rights of publicity or privacy of any person, living or deceased. Each entrant hereby waives any opportunity or right to inspect or approve his/her submission and/or the final product in which it may be used or incorporated. Each entrant hereby releases PGA from all claims now or hereafter existing which may arise from any use, non-use or editing of the entrant’s submission. By submitting an entry to PGA, the entrant grants to PGA a perpetual, irrevocable, nonexclusive, royalty-free license to use, reproduce, display, distribute, publish, modify and create derivative works from the entrant’s submission in any media now known or hereafter developed.

**PRIZES:** On or about September 15, 2009, a panel of judges will select three (3) winners from among all eligible entries and Nominees submitted by entrants during the Contest Period. Each winning Nominee (each, a “Winner”) will be featured in the December 2009 issue of *Spry* and will receive the following: one (1) roundtrip coach flight for one (1) to Panama City, Florida (departing from the airport closest to the winner’s home); two (2) nights accommodations at location to be determined (single room, double occupancy); airport transfers; and activities

including a yoga class, a cooking class, a drawing class, and group meals. Approximate Retail Value: \$2,000 per trip (\$6,000 total). Each Winner must complete his/her trip by October 15, 2009, or the trip will be forfeited in its entirety, and no substitution or cash equivalent will be offered. PGA shall not be responsible or liable for a Winner's inability or failure to utilize a trip. All taxes, tips, incidental expenses, and/or any other expenses or costs associated with receipt and use of the trips and not specified above are the sole responsibility of the Winners. All trip reservations and accommodations will be as designated by PGA and are subject to black-out dates and availability. Each Winner must possess required photo identification documents necessary for travel prior to ticketing.

**JUDGES AND CRITERIA:** Each eligible entry will be judged by a panel of judges consisting of *Spry* editors, Colleen Duffley of Studio B, and Jeana Lynn Weinberg. Entries will be judged based on adherence to instructions, originality, uniqueness and creativity. All decisions of the judges are final.

**PRIZE AWARDING:** Prizes will be awarded only upon winner validation and verification by PGA. Potential Winners will be notified by phone. If the initially selected Winner(s) cannot be contacted, is ineligible, fails to claim a prize, or fails to complete and return any required documents within the time period set forth below, then the Winner's prize will be forfeited and an alternate Winner will be selected by the judges from among the remaining eligible entries. Each potential Winner will be required to sign and return certain documents to PGA, including a notarized Affidavit of Eligibility/Compliance (including his/her Social Security Number if required for tax reporting purposes) and a Liability/Publicity Release, as allowed by law, within five (5) days following the date of the notification letter that accompanies such documents, or the Winner's prize will be forfeited, and an alternate potential Winner will be selected by the judges from the remaining eligible entries. All prizes must be claimed by September 15, 2009.

**GENERAL CONDITIONS:** By accepting a prize, each Winner agrees to release PGA, its directors, employees, officers, and agents, including, without limitation, their advertising and promotion agencies, from any and all liability, losses and damages arising from or in connection with the awarding, receipt and/or use or misuse of a prize, travel, and participation in any prize-related activities.

**DISQUALIFICATION:** The use of robotic, automatic, macro, programmed or like methods (including without limitation the use of any promotion/sweepstakes subscription, notification, entry or like sites or service that offers sweepstakes entry services "on behalf of" entrant) is strictly prohibited. Persons found tampering with or abusing any aspect of this Contest, as solely determined by PGA, will be disqualified. If disqualified, PGA reserves the right to terminate the person's eligibility to participate in this and future promotions and contests of PGA. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, PGA RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. In the event any portion of this Contest is compromised by a non-authorized human intervention, action of entrants, or other causes beyond the control of PGA which, in the sole opinion of PGA, corrupts or impairs the integrity, administration, security, fairness or proper play of this Contest, PGA reserves the right, in its sole discretion, to suspend or terminate the Contest and award the prizes from all eligible entries received prior to the action or compromise giving rise to the suspension or termination of the Contest. PGA reserves the right in its sole discretion to disqualify any entry at any time in the event it is determined that the entrant has not complied with these Official Rules.

**DISCLAIMER:** PGA is not responsible for: (a) any typographical or other errors in the printing of the offer or any related advertisements; (b) administration of this Contest or the announcement of the prizes; (c) late, lost, illegible, incomplete or misdirected email or entries; or (d) other error of any kind whether human, mechanical or electronic. By participating, entrants hereby agree, and each Winner will be required to agree, to release and hold PGA, its officers, directors, employees, affiliates, subsidiaries, advertising, fulfillment, marketing agencies, public relation firms, consultants or contractors harmless from any and all liability, claims or actions of any kind whatsoever for injuries, damages or losses to persons (including death) and property which may be sustained in connection with the receipt, ownership, possession, acceptance, enjoyment, use or misuse of any prize, or arising out of participation in this Contest, or while preparing for, participating in, and/or traveling to and from taking delivery of any prize or any prize-related activity. PGA expressly disclaims any responsibility or liability for injury or loss to any person or property relating to the delivery and/or subsequent use of the prize awarded.

**LIMITATION OF LIABILITY:** Except where prohibited, as a condition of participating in this Contest, entrants hereby agree, and each Winner will be required to agree, that any and all disputes which cannot be resolved between or among the parties, and any claims and causes of action arising out of or connected with this Contest, the prizes awarded, or the determination of the Winners, shall be resolved individually, without resort to any form of class action. IN NO EVENT WILL PGA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, ADVERTISING, PROMOTION, FULFILLMENT, MARKETING AGENCIES, PUBLIC RELATION FIRMS, CONSULTANTS OR CONTRACTORS BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING WITHOUT LIMITATION INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ARISING OUT OF THIS CONTEST AND/OR ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THIS CONTEST, INCLUDING WITHOUT LIMITATION, ANY CLAIMS BASED ON PUBLICITY RIGHTS OR INVASION OF PRIVACY.

**DISPUTES:** The state and federal courts located in Nashville, Tennessee shall have exclusive jurisdiction of any controversies that may arise regarding this Contest and the laws of the State of Tennessee shall govern this Contest and these Official Rules. Each entrant agrees to, and each Winner will be required to agree to, waive any and all objections to jurisdiction and venue in these courts and hereby submits to the jurisdiction of those courts. Any and all lawsuits or other disputes that arise relating to this Contest must be filed within one (1) year from the date that the Winners are selected.

**GENERAL INFORMATION:** The failure of PGA to exercise or enforce any right or provision of these Official Rules shall not constitute a waiver of such right or provision. If any part of these Official Rules is held by a court of competent jurisdiction to be invalid or unenforceable, that part will be enforced to the maximum extent permitted by law, and the remainder of these Official Rules will remain fully in force.

**OFFICIAL RULES; WINNERS' LIST:** For a copy of these Official Rules or to receive a list of winners, send a self-addressed, stamped envelope to: Publishing Group of America, Inc., 341 Cool Springs Blvd., Franklin, TN 37067, Attn: Spry Inspiration Awards. Residents of WA and VT may omit return postage.

Contest administrator is Publishing Group of America, Inc., 341 Cool Springs Blvd., Franklin, TN 37067.

