

**Optimum Nutrition's Gold Standard Whey
"LEAD THE WHEY" VOTING SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN TO RESIDENTS OF THE FIFTY UNITED STATES AND THE DISTRICT OF COLUMBIA ONLY, SUBJECT TO OTHER ELIGIBILITY RESTRICTIONS. Void where prohibited by law and outside the United States. By entering the sweepstakes, you agree to the terms and conditions of these Official Rules and to the decisions of Sponsor, which are final and binding on all matters relating to this sweepstakes.

1. HOW TO PARTICIPATE: To enter the *Lead the Whey Voting Sweepstakes* (the "Promotion") beginning 12:01 a.m. CST, May 19, 2014 through 11:59p.m. CST, June 30, 2014 ("Promotion Period"), visit <http://www.optimumnutrition.com/vote> and follow the on-screen entry instructions to vote for your choice for your favorite flavor entry in the *Lead the Whey Contest (the "Contest")*. You will be asked to provide your name, address, email address, and telephone number. Your entry will automatically be included in the random prize drawing described below, subject to eligibility requirements. By entering, you certify that you are eighteen (18) years of age or older or the age of majority in your jurisdiction of residence, whichever is older, at the time of entry and that you comply with these Official Rules. Limit one entry per person/email address. All entries must be completely filled out and submitted within the days and times indicated above in order to be eligible. Normal time rates, if any, charged by Internet service provider will apply.

VOTING RULES: LIMIT: ONE (1) VOTE PER PERSON, PER EMAIL ADDRESS REGARDLESS OF METHOD(S). ANY ENTRIES RECEIVED IN EXCESS OF THIS MAXIMUM OF ONE (1) VOTE WILL BE DISQUALIFIED. See <http://www.optimumnutrition.com/vote> for full terms and conditions of Contest. Individuals must be the age of majority in their jurisdiction of residence or older to vote in Contest. Voting will be subject to the terms of use of the Contest Website and any additional voting instructions that may be posted on the Contest Website. Votes received from any email or IP address in excess of the stated limitation will be void. The use of any script, macro or any robotic or automated system to vote or with the intent to impair the integrity of the voting process is prohibited and all such votes will be void. You must provide a valid email address to vote. Votes from invalid, non-working, or inactive email addresses will be disqualified.

2. ELIGIBILITY: This Promotion is open only to legal residents of the fifty (50) United States and the District of Columbia, who are eighteen (18) years of age or older, or the age of majority (whichever is older), as of the date of entry, at time of entry ("Entrant"). In order to be eligible, Entrant must follow these Official Rules. Promotion is not open to individuals with an APO or FPO military address. Promotion is not open to the three Finalists in the Lead the Whey Contest. The Official Rules of the Lead the Whey Contest can be found at <http://www.optimumnutrition.com/vote>. Employees of Glanbia Performance Nutrition, Inc., and their affiliates, subsidiaries, advertising, promotion and Internet agencies contracted by Glanbia Performance Nutrition, Inc. ("Sponsor") and their immediate family members and/or those living in the same household of each are not eligible. All federal, state and local laws and regulations apply. Void where prohibited by law.

3. SELECTION OF WINNERS: Prize winners will be chosen by Sponsor from among all eligible entries who voted for the top flavor. Selection will be made July 1, 2014 to determine the winners of the prizes described below. The selection will be conducted by Sponsor, whose decisions are final on all matters relating to this promotion. Odds of winning will depend upon the number of eligible entries received. A list of winners can be obtained by emailing consumer@optimumnutrition.com after July 21, 2014.

The Winners will be notified via email and/or telephone when the decision is made. A failure to respond to the notification within seventy-two (72) hours may result in disqualification and an alternate winner being selected. Winners must provide any proof of age and eligibility required by Sponsor. Winners may also be required to complete an affidavit of eligibility and release of liability and, where permitted by law, publicity release. Failure to complete and return these documents within 14 days will entitle Sponsor to disqualify the candidate and select an alternate winner. Sponsor, in their discretion, reserves the right to disqualify any Entrant. Noncompliance with the foregoing, failure to abide by these Official Rules, or return of the prize notification as non-deliverable may result in disqualification and selection of an alternate potential winner by random selection from all eligible entries received. Sponsor will select no more than two (2) alternate potential winners, after which time Sponsor may use or award the unawarded prize in any manner it deems fit.

4. PRIZES: One (1) Entrant will be selected during the Promotion Period as the Grand Prize Winner ("Grand Prize Winner") and will receive Ten Thousand Dollars (\$10,000.00 USD) ("Grand Prize"). Entrant will receive the Grand Prize within 60 days of being named a Grand Prize Winner. Approximate Retail Value of the Grand Prize is Ten Thousand Dollars (\$10,000.00 USD). One hundred (100) Entrants will be selected during the Promotion Period as Runners-Up ("Runner Up") and each Runner Up will receive a one (1) year supply of Gold Standard 100% Whey™, defined as twelve (12) 5lb. containers of Gold Standard 100% Whey™ ("Runner Up Prize"). Entrants will receive the Runner Up Prize within sixty (60) days of being named a Runner Up. Sponsor reserves the right to make size and flavor substitutions based on product availability at any time during the time frame specified above. Approximate Retail Value of each Runner Up Prize is One Thousand Two Hundred and Seventy-Seven Dollars and Eighty-Eight Cents (\$1,277.88 USD). Total approximate value of all prizes to be awarded is \$137,788.00.

Limit one (1) prize per person, per household. Sponsor reserves the exclusive right to substitute any Prize with another one of equal or greater value. Any and all applicable federal, state, and local taxes and all fees and expenses related to acceptance and use of prize not specifically stated herein, are the responsibility solely of winner. Only the number of prizes stated in these Official Rules is available to be won in the Contest and Promotion. If, by reason of a print or other error, more prizes are claimed than the number set forth in these Official Rules, an alternate winner will be selected in accordance with the winner selection method described above from among all eligible claimants making purportedly valid claims to award the advertised number of prizes available.

5. GENERAL CONDITIONS: By participating in this Promotion, Entrants agree to be bound by these Official Rules and the decisions of the Sponsor. Information collected in connection with this promotion shall be used by Sponsor and their authorized agents to administer the Promotion, award prizes, and for internal marketing purposes including inform the registrant about their products, services, promotions and offers. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the promotion or in the announcement of the prize. Sponsor is not responsible for incomplete, lost, late, damaged, illegible or misdirected e-mail or for any technical problems, malfunctions of any telephone lines, computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmissions or any combination thereof. Sponsor is not liable for damage to any computer system resulting from participation in or accessing or downloading information in connection with this promotion.

Please see the Sponsor's privacy policy located at <http://www.optimumnutrition.com/products/privacy.html> for details of our policy regarding the personal information collected in connection with this Promotion. If, for any reason (including, without limitation, infection by computer virus, bugs, worms, tampering, unauthorized intervention, fraud, technical failures, printing or production errors or any other cause beyond reasonable control of Sweepstakes Entities that corrupts or affects the administration, security, fairness, integrity, or proper conduct of any Sweepstakes), any Sweepstakes is not capable of being conducted as

described in these Official Rules, Sponsor shall have the right, at its sole discretion, to cancel, terminate, modify or suspend the Contest and select the prize winners from the eligible entries received prior to action taken, or as otherwise deemed fair and appropriate by Sponsor. **Sponsor reserves the right to terminate, suspend, withdraw or amend the Promotion for any reason.**

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DAMAGE THE SPONSORWEBSITES OR FACEBOOK® SITES OR UNDERMINE THE LEGITIMATE OPERATIONS OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. NEITHER THE SPONSOR, NOR ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS ARE RESPONSIBLE FOR INTERRUPTED OR UNAVAILABLE NETWORK, SERVER OR OTHER CONNECTIONS, MISCOMMUNICATIONS, FAILED TELEPHONE OR COMPUTER HARDWARE OR SOFTWARE OR TELEPHONE TRANSMISSIONS OR TECHNICAL FAILURES, INTERNET SERVICE PROVIDER/NETWORK/WEBSITE ACCESSIBILITY OR AVAILABILITY, GARBLED OR JUMBLED TRANSMISSIONS OR OTHER ERRORS OF ANY KIND, WHETHER HUMAN, MECHANICAL OR ELECTRONIC; INCLUDING WITHOUT LIMITATION THE INCOMPLETE, INCORRECT OR INACCURATE CAPTURE OF ENTRY INFORMATION. SPONSOR RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO DISQUALIFY ANY INDIVIDUAL FOUND TAMPERING (OR ATTEMPTING TO TAMPER) WITH THE ENTRY PROCESS, THE WEBSITES, OR THE SWEEPSTAKES. ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION. IN CASE OF DISPUTE AS TO IDENTITY OF ENTRANT, ENTRY WILL BE DECLARED MADE BY THE AUTHORIZED ACCOUNT SUBSCRIBER OF THE EMAIL ACCOUNT, WHO MUST COMPLY WITH THESE SWEEPSTAKES RULES. SPONSOR RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO CANCEL/SUSPEND/MODIFY THE SWEEPSTAKES, IF IT BECOMES CORRUPTED IN ANY MANNER, OR DUE TO FRAUD OR OTHER OCCURRENCES BEYOND SPONSOR'S CONTROL IT CANNOT BE CONDUCTED AS ORIGINALLY PLANNED.

6. PUBLICITY; LIMITATIONS OF LIABILITY AND RELEASES: BY PARTICIPATING IN THIS PROMOTION, ENTRANT AGREES THAT SPONSOR, FACEBOOK, AND THEIR RESPECTIVE PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, LEGAL COUNSEL, ADVERTISING, PUBLIC RELATIONS, PROMOTIONAL, FULFILLMENT AND MARKETING, WEBSITE PROVIDERS, WEB MASTERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS (THE "RELEASED PARTIES") WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE, ENTRY, OR PARTICIPATION IN THIS PROMOTION OR IN ANY PROMOTION RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM. [BY PARTICIPATING IN THIS PROMOTION, ENTRANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS PROMOTION OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE.

Acceptance of prize constitutes permission to the Sponsor and its agencies to use Winner's name and/or likeness for purposes of advertising and trade without further compensation, unless prohibited by law. The Winner may also be required to make publicity appearances or attend commercial shoots as may be required by Sponsor.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS PROMOTION, INCLUDING THE WEBSITE AND ALL PRIZES, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

7. GOVERNING LAW; JURISDICTION: This Promotion will be governed by and construed in accordance with the laws of the state of Illinois without regard to conflict of law principles. Any controversy arising under, in connection with or in any way relating to this Promotion shall be adjudicated before a state or federal court of competent jurisdiction located in DuPage County. Entrant and Sponsor: (i) accept, generally and unconditionally, the exclusive jurisdiction of such court and any related appellate court, and irrevocably agree to be bound by any judgment rendered thereby in connection with this Promotion, and (ii) irrevocably waive any objection it may now or hereafter have as to the venue of any such suit, action or proceeding brought in such a court or that such court is an inconvenient forum.

8. WINNERS LIST: For a list of winners available after July 21, 2014, please email consumer@optimumnutrition.com.

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