



**“HOTTEST ASS ON THE PLANET CONTEST!”**

*Limiting yourself to one Pitch, tell us a little about yourself and why you think you'd be perfect as a spokesperson for VYOTECH:*

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A complete entry includes a single photographic image of the contestant, a completed application form and an executed release. All entries should be received by December 31, 2008 and should be sent to: VYOTECH Nutritionals Hottest Ass Contest 8025 Haskell Avenue Suite #013, Van Nuys, California 91406 or electronically at [www.VYOTECH.com](http://www.VYOTECH.com).

HOTTEST ASS ON THE PLANET CONTEST  
**OFFICIAL RULES**

**This competition closes on December 31, 2008**

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**ELIGIBILITY:** Contest is open only to legal female residents of the fifty (50) United States and the District of Columbia, 18 years of age or older. Void outside the jurisdictions listed and where prohibited by law. All applicable federal, state and local laws apply.

By entering, contestants agree to comply with these Official Rules. Employees and their immediate families (spouse, parents, children, siblings, and their respective spouses), including those living in the employees' households, of VYOTECH, their respective parent companies, affiliates, subsidiaries, divisions, advertising and promotion agencies, public relations, retailers, distributors, and suppliers are not eligible, nor are competition judges and their immediate families. Entries received after Entry Period are void.

**TO ENTER:** Contestants must submit: A.) A completed application form. B.) Properly executed Unlimited Personal and Liability Release. C.) Write a Pitch, (the "Pitch"), and tell us a little about yourself and why you'd be perfect as a VYOTECH spokesperson. Please limit the Pitch to 1,000 characters counting all characters including spaces, numbers, etc. or less. The Pitch submissions may be typed on the application or on a separate sheet of paper. C.) To complete your entry you must submit a recent photo, (the "Image"), of your derriere and best head shot and attest that they are a current and good representation of your appearance.

You may enter by US mail at: VYOTECH Nutritionals, HOTTEST ASS CONTEST, 8025 Haskell Avenue Suite #103, Van Nuys, California 91406. Electronic photo submission entries can be either from a digital camera or scanned in, but must be no larger than 40k in size, and should be in either JPEG or GIF format. All submissions must be suitable for family viewing. Please do not submit photographs with the image of any individual other than yourself.

Your Pitch must be the original work of contestant. Submission cannot have been previously published and cannot defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's personal or property rights or any other third party rights.

Only one derriere and head shot photo and application may be submitted by any contestant. Under no circumstances will substitutions of either Images or Material be made. Failure to provide a valid email address will disqualify you from the Competition.

A complete entry includes two photographic images of the contestant, a completed application form (with the Pitch submissions) and executed personal and liability release.

**SELECTION OF FINALISTS:** Twelve (12) finalists will be selected through a process of online peer voting.

From 12:00:00 a.m. (midnight) PT on May 1, 2008 thru 11:59:59 p.m. PT on December 31, 2008 contestants shall register. From January 1 to January 31, 2009 contestants will be narrowed to the top 50. From 12:00:00 a.m. (midnight) PT February 1, thru 11:59:59 p.m. PT February 28, 2009 contestants will be narrowed to the top 25. From 12:00:00 a.m. (midnight) PT on March 1 thru 11:59:59 p.m. PT on March 31, 2009 contestants will be narrowed to the top 12 (the "Online Voting Period"), all entries will be viewable at [www.VYOTECH.com](http://www.VYOTECH.com) for peer voting. To vote for the contestant whose Pitch and Image you feel is deserving of the grand prize, visit [www.VYOTECH.com](http://www.VYOTECH.com), login and judge the Images and Pitch during the Online Voting Period, click on the "Vote" button for the Semi-Finalist you would like to select, and finally, click the "Submit My Vote Now" button.

Upon conclusion of the voting period, VYOTECH will tally the votes and determine the Finalists based on the greatest number of valid votes. Winning is subject to validation and verification of eligibility and compliance with all terms and conditions set forth in the Official Rules.

Limit one (1) vote per person or email address for the duration of the Online Voting Period. Subsequent votes by any person or email address will be disqualified. Payment or other consideration in exchange for votes is prohibited.

The twelve (12) contestants receiving the highest scores, (determined by most votes), will be declared Finalists and posted at [www.VYOTECH.com](http://www.VYOTECH.com) on or about April 1, 2009. In the event of a tie the tie will be broken at VYOTECH's discretion.

Votes generated by script, macro or other automated means or any other means intended to impact the integrity of the voting process as determined by VYOTECH are void.

**SELECTION OF GRAND PRIZE WINNER:** Finalists will be required to travel to Hollywood, California and participate in the finalist pageant to be judged by a celebrity panel. The winner shall be declared at the conclusion of the pageant event.

**INTEGRITY OF CONTEST:** VYOTECH reserves the right, in its sole discretion, to void suspect Submissions and/or votes or to modify, cancel, terminate or suspend the entry submission or the voting process should virus, bugs, non-authorized human intervention or other causes beyond the control of VYOTECH, corrupt or impair the administration, security, fairness or proper play of the contest and, in the event of such cancellation, suspension or termination, VYOTECH at its discretion, may select the Finalists from all eligible non-suspect Submissions received prior to event requiring cancellation, termination or suspension and, if applicable, the Grand Prize winner from all valid, non-suspect votes received prior to such event. By participating, contestants agree to abide by these Official Rules and the decisions of VYOTECH and judges which shall be final and binding in all matters.

**POSTING OF SUBMISSIONS:** The mailing address is: VYOTECH Nutritionals, HOTTEST ASS CONTEST, 8025 Haskell Avenue Suite #103, Van Nuys, California 91406.

**PRIZES:** GRAND PRIZE: \$7,500 cash; and a \$1500 per month, 1 year spokes model endorsement contract with Vyotech and will be featured in the 2009 Ad Campaign. Second place \$5,000 cash. Third place \$2500 cash. Fourth thru twelfth places will receive a one year supply of supplements and will be featured in the 2010 Vyotech calendar. The top twelve places will receive an all expenses paid trip to Hollywood Ca to compete in the live finals to be held at one of Hollywood's hottest night clubs and judged by a panel of celebrity judges. VYOTECH reserves the right to substitute a prize of equal or greater monetary value or cash value for any prize. Winners shall be responsible and liable for all federal, state and local taxes on the value of their prize.

**CONTACT:** Other than Semi-Finalist notification, neither VYOTECH, nor anyone acting on its behalf, will enter into any communications with any contestant regarding this contest or acknowledge any entry not meeting all entry requirements stated herein and such entries will be disqualified.

Semi-Finalists will be contacted by email, telephone and/or mail and/or overnight mail.

**ODDS OF WINNING:** Odds of winning the Grand Prize depend on the number of eligible entries received during the promotion period.

**PUBLICITY RELEASE:** All contestants shall grant and assign to SPECTRUM DISTRIBUTION & MARKETING, INC., VYOTECH and its affiliates and assigns the right to use their names, images, likenesses, photographs, voices and biographical materials

(in whole or in part by all means and in any media and all formats, whether now known or hereafter created, including without limitation world wide web, internet or similar system throughout the world without time limit and without liability or acknowledgement to prize winners) for advertising, publicity and promotion purposes including posting the images and pitch

online for judging purposes or any other purpose or on a winner's list and other online announcements, and for sharing the submissions with the media for viewing, whether TV or print, without additional compensation. Neither contestants nor winners shall receive any compensation or credit for use of entries, other than that disclosed in rules.

**RIGHTS ASSIGNMENT:** The contestant unconditionally assigns and transfers to VYOTECH all rights, title, interest and claim, which it now has or may in the future have to the entries or any element(s) therein including, without limitation, the copyright therein. VYOTECH shall have the right to modify, use, assign or dispose of such entries however they see fit without approval of contestants or any third party.

**THE CONTESTANTS AGREE TO THE FOLLOWING CONDITIONS:** A.) There shall be no fee payable for the participation in the contest B.) Each contestant shall grant and assign to VYOTECH all rights of whatsoever nature, including all rights of copyright in the Contribution for use in whole or in part by all means and in any media and all formats (whether now known or hereafter created) including without limitation world wide web, internet or similar system throughout the world without time limit and without liability or acknowledgement to the prize winners;

**LIMITATION OF LIABILITY:** Contestants agree that VYOTECH shall not be liable for any injury, loss or damage of any kind resulting from participation in this promotion. VYOTECH shall not be held responsible for the content of any externally linked web sites. Entries that are deemed by the judges in their sole discretion to be immoral, obscene, profane or not in keeping with Producer's image or in violation of these rules will be void.

**DAMAGED, LOST OR CORRUPTED ENTRIES:** VYOTECH and their respective partners including but not limited to telephone network or service providers, are not responsible for incorrect or inaccurate transcription of entry information, garbled, incomplete, lost, late, damaged, stolen, illegible, inaccurate, undelivered, delayed or misdirected entries or Submissions (or any component thereof) or lost or mis-tabulated votes or for inaccurate entry or contest related information or for interrupted or unavailable network, server or other connections, miscommunications, computer or software malfunctions or telephone line or transmission problems or technical failures, garbled transmissions, damage to a user's computer equipment (software or hardware) or other errors or malfunctions of any kind whether caused by equipment, programming used in this contest, mechanical, electronic, computer, network, typographical, printing or human or otherwise, including, without limitation, errors or malfunctions which may occur in connection with the administration of the contest, the processing or judging of entries or tabulation of votes, the announcement of the prize or in any contest-related materials.

**NON-COMPLIANCE & TERMINATION:** In the event of non-compliance with any of the terms of these rules, entry will be void. VYOTECH will be entitled to terminate, suspend or modify either the contest or the Official Rules in wholly exceptional circumstances outside their control.

**GOVERNING LAW AND JURISDICTION:** This promotion is governed by U.S. law and is subject to all applicable federal, state and local laws and regulations. Void where prohibited. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of contestant, and administrator of this contest, shall be governed by, and construed in accordance with, the laws of the state of California, U.S.A., without giving effect to the conflict of laws rules thereof.

**DISPUTES:** Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the contestant and VYOTECH in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the California, without giving effect to any choice of law or conflict of law rules (whether of California, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than California. All disputes shall be filed in the courts of the State of California or of the United States in the County of Los Angeles, California only.

**WINNER'S LIST:** For a list of Semi-Finalists and/or competition winners' names, send a self-addressed, stamped envelope to be received no later than Dec 31 2008 to: VYOTECH Nutritionals, HOTTEST ASS CONTEST, 8025 Haskell Avenue Suite #103, Van Nuys, California 91406.