

# The IBO Talent Show

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.

Entries for The IBO Talent Show (the "Talent Show") will be accepted, beginning 12:01 PM Eastern Time ("ET") August 8, 2011 through 11:59 PM ET October 14, 2011 (the "Promotion Period"). Contest results and the winner will be announced during Amway North America's 2011 Achievers event in Orlando, Florida (November 28 – December 2, 2011).

## **ELIGIBILITY:**

The IBO Talent Show is open to Amway North American IBOs (to include, Amway, Amway Canada Corporation, Amway Dominican Republic and Amway de Puerto Rico) ("Sponsor") who are 18 years of age or older and are legal residents of the United States, Canada, the Dominican Republic or Puerto Rico, excluding current IBOAI Board and Committee Members. An IBO must be active and in good standing as of 12:01 PM ET, August 8, 2011, to enter and participate.

Employees, officers and directors of Sponsor and their respective parent companies, subsidiaries, affiliates, partners, advertising and promotion agencies, manufacturers or distributors of Contest materials, and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees/officers/directors are not eligible to enter. The Talent Show is governed by U.S. law and is subject to all applicable federal, state and local laws and regulations.

Members of the Judging Panel and Final Judging Panel (as defined below) and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such individuals are not eligible to enter. All federal, state and local laws and regulations apply.

## **HOW TO ENTER:**

To enter, an IBO must prepare and submit an audition file, showcasing his/her talent, such as singing, dancing, playing a musical instrument, drama, variety, etc. Talent acts may be presented by an individual IBO or a group of IBOs. Auditions should be two (2) minutes or less. Audition content may be submitted electronically, online via our ftp site, or physically, mailed or shipped.

**Digital submissions** must be:

- formatted in Quicktime (.mov), Windows Media File (.wmv), mpeg, or AVI.
- less than 100 Mb, in size, and
- posted to <http://www.theibotalentshow.com>

All digital submissions must include the entering IBO's name and IBO number.

**Hard copy submissions**, such as tapes, discs, or dvds must be created in one of the following acceptable formats: mini DV tape; CD-ROM; DVD or USB flash drive. Entries must be mailed or shipped to:

The IBO Talent Show  
3956 Town Center Blvd., #332  
Orlando, FL 32837  
(407) 428-1033

All hard copy entries must be accompanied by an entry form, available online, at [achievemagazine.com](http://achievemagazine.com). All entries must be mailed with postage pre-paid; none will be accepted with postage due. Sponsor reserves the right to cancel or modify this Contest in the event an insufficient number of entries are received that meet the minimum judging criteria. Only one entry will be accepted per IBO number. In the event multiple entries are submitted for a single IBO number, only the first received\* will be accepted for consideration in the contest. All others will be destroyed.

By entering, each entrant warrants and represents the following with respect to her/his Submission: (a) entrant is the sole and exclusive owner of the Submission; (b) the Submission is entrant's own creation and is 100% original; and (c) the Submission will not infringe on any rights of any third parties; and (d) any third party whose person or property appears in the Submission has given entrant appropriate written consent (which shall be provided to Sponsor upon request thereof) for such person or property to be filmed and used as permitted herein.

All submissions will become the property of Sponsor and will not be returned. By entering, entrant agrees to the use by Sponsor and its designees of her/his name, photo and/or likeness, statements and other personally identifiable information in any advertising and/or promotion in any and all media now or hereafter devised worldwide in perpetuity, without further compensation, notification or permission except where prohibited.

Submissions may be cut, edited, reformatted, rearranged, combined with other materials and/or otherwise modified, in Sponsor's sole and absolute discretion. Any and all federal, state and local taxes are the sole responsibility of the winners.

Rules, regulations and restrictions of the Achievers 2011 host venue will be followed for all performances.

\* Date and time of receipt will be determined by USPS post mark and/or ftp site posting date and time.

#### **JUDGING:**

Ten semi-finalists will be selected from the entries received during the Promotion Period, by a panel of experienced, independent, and unaffiliated professional talent judges. Each submission will be judged based on the following: audience appeal, appropriate costuming, originality, stage presence, and skill in the area of performance.\*

Semi-finalist slots will be awarded to IBOs who have qualified for Achievers 2011. From these top 10 semi-finalists, three will be selected to advance to the final competition through an online voting process, open to

all IBOs. Beginning at 12:01 AM ET November 7, Sponsor's IBOs will have the opportunity to view the talent submissions for each of the 10 semi-finalists in an online venue and vote for their favorite. On-line voting will close at 11:59 PM ET on November 11. One vote will be accepted per IBO number.

One additional "wild card" spot will be awarded by the judges. That IBO must be active and in good standing as of August 8, 2011, but need not have qualified for Achievers 2011.

The semi-finalists will be notified of their selection by electronic mail, mail and/or telephone, on or before November 1, 2011. It is each entrant's sole responsibility to notify Sponsor if she/he changes her/his contact information.

Finalists will be notified of their selection by electronic mail, mail and/or telephone, on or before November 18, 2011 and receive an invitation to be viewed and showcased at Achievers 2011. Each finalist's performance at Achievers 2011 will be evaluated and judged by a panel of experienced, independent, and unaffiliated professional talent judges. A Grand Prize winner will be selected from the four finalists.

\* Acts with obscene language, inappropriate costuming, offensive content or those which could cause harm to the performer(s) or audience will be disqualified. All rules, regulations and restrictions of the host venue will be followed for all performances. Based on the above, Sponsor and Judges reserve the right in their sole and absolute discretion, to disqualify any submissions that are inappropriate for any of the reasons stated above. By entering the Contest, entrants fully and conditionally agree to be bound by these rules and the decisions of the judges, which will be final and binding in all matters relating to the Contest.

**PRIZES:**

One (1) Grand Prize Winner will receive a check in the amount of ten thousand dollars (US\$10,000). All costs and expenses related to prize acceptance and use not specified herein as being awarded are the responsibility of winner, including, but not limited to, all federal, provincial, state and local taxes (including income taxes). Total value US\$10,000.00.

Each of the three "Runner Up" entries will each receive a check in the amount of five thousand dollars (US\$5,000) each. Total value US\$15,000.00.

Total value of Contest: US\$25,000.00.

Prizes are awarded "as is" with no warranty or guarantee, either express or implied. U.S. IBOs will be awarded prizes in U.S. currency; Canadian IBOs will be awarded prizes in Canadian currency; Dominican IBOs will be awarded prizes in Dominican currency. Sponsor reserves the right to substitute a prize of comparable or greater value, at its sole discretion. All local, provincial, state and federal taxes on prizes, and other costs and expenses associated with prize acceptance and use not explicitly stated herein as being

provided, are the sole responsibility of individual winners. All prize details are at Sponsor's sole discretion. Limit: one (1) prize per person.

**WINNERS' INSTRUCTIONS:**

Winner will be required to complete and sign a Standard Release form (if Canadian) or an Affidavit of Eligibility and Liability and Publicity Release (if from the U.S.), where legal, and return it within 14 days of date of issuance. Failure to return all required documents properly completed and executed within the specified time period, Sponsor's inability to contact a potential winner within a reasonable time period, the refusal of a prize by a potential winner, the return of any prize as undeliverable and/or non-compliance with any portion of these Official Rules (including all eligibility requirements) may result in the selected winner being disqualified, the prize being forfeited, and an alternate winner being selected, at Sponsor's discretion.

Additionally, Runner Ups and Winner may be required to obtain releases from any and all third parties appearing in their respective Submissions. If any party is considered a minor in her/his jurisdiction of residence Affidavit of Eligibility and Liability and Publicity Release and rights transfer document must be signed by her/his parent or legal guardian.

**GENERAL:**

Entrants agree to bear responsibility for all costs related to securing, transporting and insuring all materials and props required for their performances. Entrants are also responsible for ensuring all materials and props necessary for their performances are shipped and delivered to the performance venue in time for their performance. Entrants agree to be available for onsite coaching and rehearsals at the Achievers 2011 venue, as a condition of the competition.

By entering, entrants agree (i) to be bound by these Official Rules and the decisions of the Sponsor and judges, which are final and binding in all matters, and (ii) to defend, release and hold harmless Sponsor and its parent, affiliates, divisions, subsidiaries, and advertising and promotion agencies and all of their respective officers, directors, employees, representatives and agents (collectively "Released Parties") from and against any and all claims, actions and/or liability for injuries and/or damages of any kind sustained, in whole or in part, directly or in indirectly, in connection with the contest and/or acceptance, use, or misuse of any prize awarded.

Released Parties are not responsible for lost, late, incomplete, inaccurate, stolen, delayed, misdirected, undelivered, illegible, postage due, garbled entries or other errors or difficulties of any kind whether human, mechanical, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of entries, the announcement of the prizes, or in any Contest-related materials. Persons who tamper with or abuse any aspect of the Contest or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. Sponsor reserves the right

at its sole discretion to suspend, modify, or terminate the contest for any reason, including, but not limited to, should any portion of the contest be, in Sponsor's sole opinion, compromised by non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries. If terminated, Sponsor, at its discretion, may select the potential winners from all eligible, non-suspect entries received prior to action taken or as otherwise deemed fair and appropriate by Sponsor. Sponsor also reserves the right to suspend, modify, or terminate the Contest, based on events outside of Sponsor's control. In the event any dispute arises regarding the Contest, each participant agrees that such dispute shall be resolved by applying the laws of Michigan and that it shall be resolved within and by the courts of that state.

#### **LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES**

In no event will the released parties be responsible or liable for any damages or losses of any kind, including direct, indirect, incidental, consequential or punitive damages arising out of your access to and use of the service and/or the contest, downloading from and/or printing material downloaded from any websites associates with the contest. In no event shall the released parties' total liability to you for all damages, losses, or causes of action exceed \$100. Without limiting the foregoing, this contest 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 exclusion of liability for incidental or consequential damages or exclusion of implied warranties so some of the above limitations or exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding these limitations or exclusions.

#### **DISPUTES; GOVERNING LAW**

The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Contest. Any controversy or claim arising out of or relating to these Official Rules and/or the Contest shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of Michigan, City of Grand Rapids.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MICHIGAN WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Contest, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to the County of Kent in the State of Michigan. The parties agree not to raise the defense of forum non conveniens.

**USE OF DATA:**

Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy. Please review the Sponsor's privacy policy at <http://www.amway.com>. By participating in the Contest, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

**WINNERS LIST:** For a list of winners, available after December 15, 2011 and until February 28, 2012, send a self-addressed, stamped envelope to:

A. Land  
c/o Amway  
7575 Fulton St E  
Ada, MI 49355-0001

**SPONSOR:** Amway; 7575 Fulton St E; Ada, MI; 49355-0001; Amway Canada Corporation, 375 Exeter Road, London, Ontario N6A 4S5; Amway Dominican Republic, Aut. Duarte Kim, 13; Esq. Prolongacion 27 de Febrero, Santo Domingo; Dominican Republic; Amway de Puerto Rico, Edif. #118, Carr. 174, Km 1.7; Parque Industrial Minillas; Bayamon 00959; Puerto Rico