It’s All In the Wrist, It’s All In the Name Contest (“Contest”)

2012 OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. THIS CONTEST IS INTENDED FOR PLAY IN THE UNITED STATES. DO NOT ENTER IF YOU ARE NOT ELIGIBLE OR NOT RESIDING IN THE UNITED STATES AT THE TIME OF ENTRY. VOID WHERE PROHIBITED. SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS.

1. ELIGIBILITY: Open to legal residents of the 50 United States and the District of Columbia who are eighteen (18) years of age or older. The following individuals are not eligible to enter or win a prize: employees, contractors, directors, and officers of Omron Healthcare, Inc. (“Sponsor”), its parent, subsidiary and affiliated companies, and the web design, advertising, fulfillment, legal, judging, administrative, and Contest agencies involved in the administration, development, fulfillment, and execution of this Contest (collectively, “Contest Parties”), and the immediate family members (spouse, parent, child, sibling, grandparent, and spouse or "step" of each) and those living in the same household of each such person (those persons whether related or not who live in the same residence for at least three months during the twelve-month period preceding the start date of the Contest).

2. CONTEST PERIOD: Contest begins on November 15, 2012 at 12:00:01 am Central Time (“CT”) and ends on December 9, 2012 at 11:59:59 pm CT (the “Contest Period”). The Contest application server is the official clock for this Contest.

3. CONTEST ASSIGNMENT: Come up with an original name for the HR-500U Omron heart rate monitor.

4. TO ENTER: Go online to the Omron Healthcare Facebook page located at www.facebook.com/OmronFitness (the “Web Site”) during the Contest Period and click on the link to the “Name it to win” page tab to access the Contest application. You must be a fan of (“Like”) the Omron Healthcare page on Facebook to access the Contest application. Follow the on-screen directions to complete the online entry form and submit an original name for an Omron heart rate monitor (“Name”). The registration information and the Name are referred to herein as an “Entry.” Limit one (1) Entry per person and/or email address per day; each Entry must be unique.

This Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook. You are providing your information to the Sponsor and not to Facebook. Information submitted in connection with this Contest is governed by Sponsor’s Privacy Policy (available at http://www.omronhealthcare.com/privacy/).

5. ENTRY REQUIREMENTS: Entry must be the original work of the entrant; may not have won previous awards; may not have been used publicly previously by any third party; must not infringe any third-party’s rights; must be suitable for publication (i.e., may not be obscene or indecent); must not contain obscene or pornographic material; may not contain defamatory statements; may not invade privacy, publicity or other rights of any person, firm or entity; may not in any other way violate applicable laws and regulations; may not contain any reference to any third party trademarks, names or third party logos; and may not contain any copyrighted works owned by third parties.

6. COMMERCIAL USE OF ENTRIES: Submission of an Entry grants Sponsor and its agents the unconditional, irrevocable, worldwide right to publish, use, adapt, edit and/or modify the Name in any way, in whole or in part, in any and all media, without limitation, and without compensation or consideration to the entrant, whether or not such Entry is selected as a winning Entry. BY SUBMITTING THE ORIGINAL ENTRY, THE ENTRANT REPRESENTS AND WARRANTS THAT HE/SHE HAS ALL RIGHT, TITLE AND INTEREST NECESSARY TO GRANT THE SPONSOR THE WORLDWIDE, IRREVOCABLE AND UNRESTRICTED RIGHT AND LICENSE TO ADAPT, PUBLISH, USE, EDIT, AND/OR MODIFY SUCH NAME IN ANY WAY AND POST THE ORIGINAL OR MODIFIED NAME ON THE INTERNET OR USE THE ORIGINAL OR MODIFIED NAME IN ANY OTHER WAY AND AGREES TO INDEMNIFY AND HOLD SPONSOR HARMLESS FROM ANY CLAIMS TO THE CONTRARY.
7. ENTRY CONDITIONS: Entries cannot be changed, altered or modified once submitted. All Entries will be reviewed for content eligibility and compliance with these Official Rules before judging occurs. Entries containing false information, prohibited material or inappropriate content, or are deemed to be in violation of these Official Rules or to be otherwise infringing, harmful, inappropriate, defamatory, or generally not in keeping with the image of Sponsor, as determined by the Judges or the Sponsor, in their sole discretion, may be disqualified and will not be eligible to participate in the Contest. Sponsor makes the final determination as to what entries are eligible for this Contest and reserves the right to waive the Contest entry requirements set forth herein in its reasonable discretion.

Automated methods of entry are prohibited and any use of automated devices will cause disqualification. In the event of a dispute regarding the identity of the entrant, the natural person associated with the email account provided at the time of entry will be considered the entrant. Entrants may not enter with multiple Facebook accounts or email addresses, nor may entrants use any other device or artifice to enter multiple times or as multiple entrants. Any person who attempts to enter with multiple Facebook accounts or uses any device or artifice to enter multiple times above the stated limit of one entry per day will be disqualified and forfeits any and all prizes won, at Sponsor’s sole discretion. Proof of submission will not be deemed to be proof of receipt by Sponsor. By participating, entrants agree to abide by and be bound by these Official Rules and the Sponsor’s decisions.

8. WINNER SELECTION: All eligible Entries will be judged by a qualified panel of Judges at the end of the Contest Period based on the following judging criteria:

- Brand/Product Relevance (whether the name is something that will help sell the heart rate monitor)
- Creativity
- Usability

Each Entry will be assigned a score for each judging criterion, and the entrants whose Entries receive the five (5) highest total scores will be declared potential Grand Prize winners, subject to verification. In the event of a tie for the fifth prize, the panel of judges in their sole discretion shall determine which Entry should be the fifth winner. Entrants agree that the Sponsor and the judges have the sole right to decide all matters and disputes arising from this Contest and that all decisions of Sponsor and the judges are final and binding.

9. PRIZES AND APPROXIMATE RETAIL VALUES (“ARVs”):

FIVE (5) GRAND PRIZES: each an Omron Strapless Heart Rate Monitor ($149.99) and a $250 Gift Card. Total ARV: $399.99.

Prize Restrictions: Prizes are non-transferable and no cash redemption or prize substitution permitted, except at the sole discretion of the Sponsor. Sponsor reserves the right in their sole discretion to substitute a prize in whole or in part with one of comparable or greater value. Winners are solely responsible for any taxes on the prize. All costs and expenses associated with prize acceptance and use not specifically provided herein are the responsibility of the winner. The ARV for the Contest Prizes are as of the date these rules were finalized and may fluctuate. Any difference between the stated ARV and actual value at the time the prize was awarded will not be awarded. Gift cards are subject to the restrictions, terms and conditions set by the issuer. Visa and the Visa logo is a registered trademark of Visa U.S.A. Inc., who is not a Sponsor of or affiliated with this Contest.

10. WINNER NOTIFICATION AND PRIZE CLAIM: Winners are subject to verification, including verification of age. Winners may be contacted via e-mail and/or phone to provide/confirm address information. If any winner does not respond to a phone or email notification within seven (7) calendar days of first phone or email notification attempt, prize may be forfeited and an alternate winner may be contacted. As a condition of being awarded the prize, winners will be required to execute an Assignment of Rights, irrevocably assigning and transferring to the Sponsor any and all
rights, title and interest in the Name submitted. Prizes will be shipped to the addresses used during registration (or provided during notification) within 4-6 weeks after the executed Assignment of Rights document is received. Sponsor is not responsible for any change of mailing address, email address and/or telephone number of entrants. In the event of non-compliance with these Official Rules, if winner fails to timely execute the Assignment of Rights, or if a prize notification or prize is unclaimed or returned as undeliverable, the prize will be forfeited and prize may be awarded to an alternate winner (the entrant with the next highest score). Unclaimed prizes may not be awarded.

11. GENERAL CONDITIONS: INTERNET CAUTION: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW INCLUDING CRIMINAL PROSECUTION. If the Contest is not capable of running as planned for any reason, including without limitation, due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, Sponsor reserves the right, at its sole discretion, to disqualify any individual who is responsible or who tampers with the entry process, and to cancel, modify, or terminate the Contest. In the event of cancellation, Sponsor will award prizes in a random manner to be determined by Sponsor. Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. In the event that an entry is confirmed to have been erroneously deleted, lost or destroyed, entrant’s sole remedy shall be to re-submit the entry into the Contest. If any provision of these Official Rules is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced.

12. LIMITATIONS OF LIABILITY AND RELEASE: No liability or responsibility is assumed by Sponsor or Contest Parties resulting from user's participation in, attempt to participate in, or download of any information in connection with participating in, the Contest. No responsibility or liability is assumed by the Sponsor or Contest Parties for technical problems or technical malfunction, including, without limitation, those arising in connection with any of the following occurrences that may affect the operation of the Contest: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless, or Internet connectivity, or other online communication problems; errors or limitations of any Internet service providers, servers, hosts, or providers; garbled, jumbled, or faulty data transmissions; failure of any email transmissions to be sent to or received; lost, late, delayed, or intercepted email transmissions; inaccessibility of the Web Site in whole or in part for any reason; traffic congestion on the Internet or Web Site; unauthorized human or non-human intervention in the operation of the Contest, including without limitation, unauthorized tampering, hacking, theft, virus, bug, worm; or destruction of any aspect of the Contest. Sponsor is not responsible for any typographical errors in the announcement of the prize or these Official Rules, or any inaccurate or incorrect data contained on the Web Site. Use of Web Site is at user’s own risk. Sponsor and the Contest Parties are not responsible for any personal injury or property damage or any other losses of any kind that may be sustained to user's or any other person's computer equipment resulting from participation in the Contest, use of the Web Site or the download of any information from the Web Site, or any other loss related to user’s participation in the Contest or receipt of any prize. As a condition of entering, entrants agree (and agree to confirm in writing): (a) to release Sponsor, Contest Parties and Facebook, Inc. from any and all liability, loss, or damage incurred with respect to entrant’s participation in the Contest and the awarding, receipt, possession, and/or use or misuse of any prize, including any traveling related thereto; (b) under no circumstances will entrant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (c) all causes of action arising out of or connected with this Contest, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (d) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys’ fees and court costs.
13. **PUBLICITY:** Except in Tennessee, and where prohibited by law, by accepting a prize, winners (or winners’ parent/legal guardian, if winner is a minor) grant permission for Sponsor and those acting under its authority to use their name, and address (city and state), photograph, voice and/or likeness, for advertising and/or publicity purposes, in any and all media (including posting on Web Site) now known or hereinafter invented without territorial or time limitations and without further notice to and without additional compensation. If you are selected as a winner, your information may also be included in a publicly-available winner’s list.

14. **GOVERNING LAW & JURISDICTION:** This Contest is governed by US law and is subject to all applicable federal, state and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Official Rules, or the rights and obligations of Entrant and Sponsor in connection with this Contest, shall be governed by, and construed in accordance with, the laws of the State of Illinois, U.S.A. All claims and disputes must be resolved in the federal or state courts in Lake County, Illinois.

15. **WINNERS LIST:** For a list of winners, send a self addressed stamped envelope to It’s All in the Wrist, It’s All in the Name, Omron Healthcare, 1925 W. Field Court, Suite 100, Lake Forest, IL 60045 no later than January 11, 2013.