

# 1st Annual MD Cyber Classic Rules

Contributed by Dave Palumbo  
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Get ready for the 1st annual MD CYBER CLASSIC; the first online bodybuilding competition that promises 5 VIP trips to the Arnold Classic along with 5 chance-of-a-lifetime photoshoots with top MD photographer, Per Bernal. The lucky winner will take home a \$10,000 first prize endorsement contract as well as a guaranteed MD Cover Shot. This is the opportunity of a lifetime; a dream comes true for the lucky winner. Continue reading for the complete rules on how to enter

## 1ST ANNUAL

### MD CYBER BODYBUILDING CLASSIC

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#### QUALIFICATIONS:

- Amateur Male Bodybuilders only (from anywhere on the planet)
  
- Must submit photos of 4 quarter turns and the 8 mandatory poses (front double biceps, front lat spread, side chest, side triceps, back double biceps, back lat spread, abdominal thigh, and most muscular).
  
- Must be a current subscriber to Muscular Development magazine or to Musculardevelopment.com (either monthly or yearly VIP subscriber)

#### OFFICIAL RULES:

- All entries are due by 12:00 AM on January 8th, 2007 (the "Due Date"). An "Entry" consists of twelve photographs (four quarter turns and the eight mandatory poses described above). Each Entry shall include the "Entrant's" full name, address, telephone number, and email address.

- Entries may be submitted to the following email address: MDCYBERCLASSIC@arp-ink.com

- Full name, home address, telephone number, cell phone number and e-mail should be included with each entry. (Please attach photos as JPEG files). No mail-in entries will be accepted.

- Following the Due Date, the MD STAFF and ATHLETES will select 25 "Semi-finalists." All Semi-finalists will be contacted and supplied with a special MD ONLINE logo. The Semi-finalists will then be required to submit a new set of photos while holding the provided MD ONLINE logo so we may verify that their level of conditioning is authentic as of that date.

From the 25 Semi-finalists:

· The MD STAFF and ATHLETES will select 4 finalists.

· The 21 remaining Semi-finalists will be posted on the MD website where you, the fans, will select the 5th finalist to compete for the grand prize. Fans will be able to vote for the 5th Finalist at a time to be determined by MD.

· The five finalist (the "Finalists") will be flown at MD's expense to the Arnold Classic (March 3, 2007 weekend) in Columbus, OH and will be provided with VIP tickets for the event. While in Columbus, all 5 Finalists will also be photographed by world-renowned MD photographer Per Bernal for a pictorial layout in MD magazine.

· On the final day of the Arnold Classic, the 5 Finalists will be judged by the MD STAFF and ATHLETES live, to determine the Grand Prize Winner of the \$10,000 magazine endorsement contract and the coveted MD COVER SHOT.

· The Grand Prize Winner will also appear on MD NO-BULL RADIO with the "Muscle Mob"-- Larry Pepe, John Romano, and Dave Palumbo.

**DISCLAIMER:**

Muscular Development Magazine, Musculardevelopment.com and their affiliates and agencies (collectively, "MD") are not responsible for technical, hardware or software malfunctions of any kind, lost or unavailable network connections, or for any equipment or programming-associated connections, or failed, incorrect, incomplete, inaccurate, garbled, or delayed electronic communications with or utilized in this contest that may limit the ability to participate or vote or that may result in MD not being able to process an entry or for any human error that may occur in the processing of entries in this contest. If for any reason (including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause beyond the control of MD that corrupts or affects the administration, security, fairness, integrity, or proper conduct of this contest) MD believes, in its sole discretion, that the contest is not capable of being conducted as described in these Official Rules, MD shall have the right, in its sole discretion, to cancel, terminate, modify, or suspend the contest at any time without notice.

MD shall not be responsible or liable for any physical injuries that an Entrant, Semi-finalists, Finalists or Grand Prize Winner may sustain while: (i) training in preparation for this contest or in connection with any photographs to be taken in connection with this contest, (ii) while participating in any photo shoot in connection with this contest, or (iii) while being judged in connection with this contest.

**Terms and Conditions of Entry:**

An Entry will not be valid unless all of the required elements are completed and the information sent is valid. Entries received after the Due Date will not be considered. Entries that do not contain all twelve required photographs will not be considered. Entries that do not contain the Entrant's contact information will not be considered. Once submitted, an entry cannot be deleted, canceled, or modified except by MD. MD reserves the right, in its sole discretion, to remove any Entrant from consideration if MD believes that such Entrant has not complied with these Official Rules or has acted in an improper manner. By entering the contest each Entrant confirms his agreement to all of terms contained in the Official Rules.

Entrants, semi-finalists, and finalists will be judged on muscle size, shape, symmetry and conditioning. By participating in this contest, Entrants agree to be bound by the decisions of the MD Staff and Athletes and the fans that vote for the fifth finalist.

Eligibility:

The contest is open to amateur male bodybuilders who are subscribers of Muscular Development Magazine or <http://www.musculardevelopment.com> and are over the age of 18. Employees or agents of MD and their respective affiliates, subsidiaries, and parent companies and the immediate family members of and persons domiciled with such persons are not eligible to participate. Current professional bodybuilders are not eligible to participate. Individuals who have previously appeared on the cover of Muscular Development magazine are not eligible to participate.

Prizes:

Prizes for the contest include:

First Place: VIP Ticket to Arnold Classic, Photo shoot with Per Bernal, Flight to the Arnold Classic and Hotel Accommodations (4 nights), \$10,000 magazine endorsement contract = \$12,000 (approximate)

Second, Third, Fourth and Fifth Place: VIP Ticket to Arnold Classic, Photo shoot with Per Bernal, Flight to the Arnold Classic and Hotel Accommodations (4 nights) = \$2000 value (approximate)

Any other costs associated with the use or ownership of any prize is the sole responsibility of the winner. The approximate retail value of each prize is set forth above. In the event the winner cannot be reached within 48 hours following the first attempted notification, or if the prize or prize notification is returned as unclaimed or undeliverable, the prize will be forfeited, and an alternate winner may be selected. There will be no substitution of any prizes except by MD. No prize transfer is permitted. No prizes will be refunded or exchanged for cash. If a prize is unavailable, for any reason, MD reserves the right, in its sole discretion, to substitute a prize of equal or greater value. All taxes, fees, and surcharges on prizes are the sole responsibility of the winner.

#### Affidavits and Releases:

By participating and/or accepting a prize, each Entrant, semi-finalist, finalist or grand prize winner expressly authorizes MD to use his name, address, voice, biographical information, photographs, videotape, and any other likeness as submitted or requested by MD in connection with the contest, for advertising or publicity purposes or any other purpose that MD in its sole discretion may desire to use the materials, in all media now known or hereafter developed, with no compensation due. Photographs and other materials submitted by an Entrant will not be returned by MD and Entrant represents and warrants that MD may use the photographs and other materials as set forth herein.

In connection with any and all photographs taken by Per Bernal or any photographs or videos taken by anyone authorized by MD (collectively, the "Materials"), each Entrant, semi-finalists, finalists and the grand prize winner grants MD the absolute right and permission to copyright the Materials in MD's own name, and to use, reuse, publish, republish, license and sublicense the use of the Materials, for any purpose, worldwide, in all media now known or hereafter developed, with no compensation due. In addition, such individuals (i) waive any right to inspect or approve the Materials, (ii) waive any claims that they may have to the eventual use to which the Materials may be applied, and (iii) shall assign and hereby assign all right, title and interest, including but not limited to all copyright rights and other intellectual property rights worldwide that they may have in the Materials to MD.

#### Limitation on Liability:

By entering the contest, all Entrants release MD and its respective affiliates, subsidiaries, parent companies, officers, directors, agents, promotional partners, and employees from any and all liability with respect to or in any way arising from the contest and/or acceptance or use of the prizes, including liability for personal injury, death, damages, or loss. MD is not responsible for prize quality or utility. MD is not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the contest or by any technical or human error which may occur in the processing of submissions in the contest. MD assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, or destruction or unauthorized access to or alteration of entries. MD is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line-systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems, or traffic congestion on the Internet or at any website or combination thereof, including injury or damage to participants or to any person's computer or data related to or resulting from participating or downloading materials from this website or contest. MD is not responsible for cheating or fraud by any Entrants. Any activities intended to disrupt or interfere with the proper play of the contest, or to defraud MD in any way, may be prosecuted to the fullest extent of the law. Entrants engaging in any of the foregoing activities will be disqualified and will forfeit any prizes won. Each Entrant shall indemnify and hold MD harmless against any loss, liability, damage, costs or expense, including reasonable attorney's fees, arising out of or in connection with any suit, proceeding, claim or demand or the settlement thereof, which may be brought or made against MD by reason of Entrant's breach or alleged breach of any covenant, warranty, representation or obligation contained in these Official Rules.

### Contest Disputes:

As a condition of participating in this contest, Entrants agree to be bound by these Official Rules and that any and all disputes which cannot be resolved between the parties, and any causes of action arising out of or connected with the contest, shall be resolved individually, without resort to any form of class action. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE OFFICIAL RULES, MD SHALL NOT HAVE ANY LIABILITY IN CONNECTION WITH THE CONTEST OR OTHERWISE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES EVEN IF MD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IN NO EVENT SHALL MD'S LIABILITY (UNDER OR IN CONNECTION WITH THESE OFFICIAL RULES AND THE CONTEST) FOR ANY REASON OR UPON ANY CAUSE OF ACTION WHATSOEVER EXCEED ENTRANT'S ACTUAL OUT-OF-POCKET EXPENSES (I.E., HIS COSTS ASSOCIATED WITH ENTERING THE CONTEST). The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision of these Official Rules is found to be invalid or unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. These Official Rules and the contest shall be governed in accordance with the laws of the State of New York without regard to its principles of conflicts of laws. Any action or proceeding arising out of these Official Rules and the contest shall be brought and maintained in any Federal or State court located in the County of Suffolk, State of New York and the parties hereby consent to the exclusive jurisdiction of such courts for all such matters.

A Winner's List will be made available thirty (30) days following the end of the contest period at <http://www.musculardevelopment.com/> NEWS and VIEWS section and/or CONTEST page.

Operators:

The contest is operated by MD. MD may be contacted by email at [mdcyberclassic@arp-ink.com](mailto:mdcyberclassic@arp-ink.com).