

**BALLY TOTAL FITNESS® (“BTF”) & BALLY SPORTS CLUBS<sup>SM</sup> (BSC)  
SPRING SWEEPSTAKES OFFICIAL RULES**

NO PURCHASE OR MEMBERSHIP NECESSARY TO ENTER OR WIN. VOID IN AK, AL, AR, DE, FL, HI, ID, IA, KY, LA, MT, MS, NE, ND, NH, NV, NY, NJ, NM, OK, RI, SC, SD, VT, WV, WY, PR AND OTHER U.S. TERRITORIES AND WHERE PROHIBITED BY LAW. GAME STARTS ON 03/01/08 AND ENDS ON 03/31/08 (THE “ENTRY PERIOD”).

1. **ELIGIBILITY:** The Bally Total Fitness® & Bally Sports Clubs<sup>SM</sup> Instant Win Game (“Game”) is open to individuals who are legal residents of the United States, but excluding residents of Alaska, Alabama, Arkansas, Delaware, Florida, Hawaii, Idaho, Iowa, Kentucky, Louisiana, Montana, Mississippi, Nebraska, North Dakota, New Hampshire, New Mexico, New Jersey, New York, Nevada, Oklahoma, Rhode Island, South Carolina, South Dakota, Vermont, West Virginia, Wyoming and Puerto Rico and who are 18 years of age or older and are not current Bally Total Fitness or Bally Sports Club members on date of play. Employees of Bally Total Fitness Corporation (“Sponsor”), and their respective parent companies, affiliates, subsidiaries, divisions, and advertising and promotion agencies, and members of their immediate families (spouse, parents, children, siblings, and their respective spouses, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to enter or win. This Game is subject to all applicable federal, state, and local laws. By participating, you agree to these Official Rules and to the decisions of the Sponsor and independent judges whose decisions are final and binding in all respects. Sponsor reserves the right to verify eligibility qualifications of the winners.
  
2. **HOW TO PLAY:** During the Entry Period, visit a participating Bally Total Fitness or Bally Sports Club and request a free game piece from an authorized employee, while supplies last. Only one game piece per person. In the presence of a Bally Total Fitness or Bally Sports Club employee, gently scratch-off the game piece to reveal if you are an instant winner. If you receive a winning game message, you are a potential winner (subject to verification of eligibility and compliance with the terms of these Official Rules). To claim a prize, present your winning game piece to an authorized employee of a participating Bally Total Fitness Club. Prize claims are subject to verification of eligibility and compliance with the terms of these Official Rules. Prize claims must be redeemed by 04/30/08 or prize will be forfeited. A game piece that has been tampered with or not obtained through legitimate channels is void.
  
3. **PRIZES AND ODDS OF WINNING:** Grand Prize (100): 100 Winners will receive a one year non-renewable Bally Total Fitness membership (Approximate Retail Value [“ARV”]: \$599/each) – Estimated Odds: 1:3,250. First Prize (1,000): 1,000 Winners will receive a one-month, limited Bally Total Fitness membership (ARV: \$59/each) – Estimated Odds: 1:325. Approximate Retail Value of all prizes: \$118,900. Estimated Odds of winning any prize: 1:295. Memberships are subject to Bally terms and conditions. Membership will be limited to the Bally Total Fitness Club at which prizewinner presented his/her winning game piece. The prizes are only as detailed above, with no substitution, cash equivalent or transfer of prize permitted by prizewinners. Sponsor reserves the right to substitute a prize (or portion thereof) of comparable or greater value, in its sole discretion. One-year membership winners will be required to sign a no fee contract in order to receive their membership and redeem their membership by 4/30/08. One-month membership winners will be required to sign the Bally Total Fitness Club guest register and redeem their membership by 4/30/08. Any trademarks used in this Game are the property of the respective trademark owners and are used herein for identification purposes only. Prize winners are solely responsible for paying all applicable federal, state, and local taxes as well as any other costs or expenses associated with prize acceptance and use not specified herein as being provided. Premium game pieces 64,780 will receive 10-day guest pass. For guest pass redemption, must be at least 18, sign guest register, take club tour & presentation prior to using club. Limit 1 pass redemption per person in any 6-month period. Limited to club where redeemed. Cannot be sold, reproduced or redeemed for cash. Some restrictions & club rules apply. Additional

charges for some services, including Personal Training. Non-winning game pieces may instead choose to redeem card for \$75 discount offer. Discount is \$75 off the membership fee of any new, regular, renewable Fitness or above level membership (excludes month-to-month, limited, special paid-in-full, add-on, and upgrade plans). Not combinable with any other offers. Staff should select discount code "\$75NEWBETTERBALLY\_0308" and attach card to agreement for processing. All winning cards (discount or free memberships) must be redeemed by 4/30/08.

4. **GENERAL:** Acceptance of prize constitutes permission for Sponsor and its designees to use each prize winner's name, city and state of residence and likeness for advertising and promotional purposes (including, but not limited to, the posting of each prize winner's name on its website) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission, unless otherwise prohibited by law. All information collected will be treated in a manner consistent with Sponsor's privacy policy and the consent given at time of entry. The Game is governed by the laws of the State of Illinois, with venue in Cook County, Illinois, and all claims must be resolved in the appropriate state and federal courts of Chicago, Illinois.
5. **LIMITATIONS OF LIABILITY:** If more winning game pieces are distributed or more prizes are claimed than the number stated here for any prize, Sponsor reserves the right to award the stated number of prizes in a random drawing from among all valid and non-suspect prize claims received for such prize. Sponsor is not obligated to award more than the stated number of prizes. If any printing, typographical, seeding, human or other error, disruption, or any other factor impairs the integrity of the Game, as determined by Sponsor in its sole discretion, Sponsor may cancel, terminate, or modify the Game. Game pieces distributed where prohibited by law or these Official Rules, or not obtained legitimately are void. Sponsor, and their respective parent companies, retailers, partners, affiliates, subsidiaries, advertising and promotion agencies, game piece and prize suppliers and any other company involved in the development or execution of the Game, and each of their respective officers, directors, shareholders, employees, and agents (collectively, "Released Parties") are not responsible for incomplete, illegible, corrupted, mutilated, lost, stolen, inaccurate, or late game piece requests or prize claim; or for any other errors of any kind, whether technical, mechanical, printing, typographical, seeding, human or otherwise, relating to or in connection with this Game, including, without limitation, errors which may occur in connection with the administration of the Game, the processing of game piece requests or prize claims, the announcement of the prizes or in any Game-related materials. Sponsor may disqualify anyone from participating in the Game or winning a prize if, in its sole discretion, it determines that such person is attempting to undermine the legitimate operation of the Game by cheating, deception, or other unfair playing practices, or intending to annoy, abuse, threaten or harass any other participant or Sponsor's representatives. By participating, participants assume all liability for any injury or damages caused or claimed to be caused by his or her participation in this Game or the use or redemption of the prize awarded (including any travel or activity related thereto) and release and hold harmless the Released Parties from and against all claims, actions, damages, and any such liability, in connection therewith.
6. **WINNERS LIST:** For the names of the winners, available after 05/31/08, send a self-addressed, stamped envelope to: Winners List, 8700 West Bryn Mawr Ave., Chicago, IL 60631, Attention: Instant Win Game. Requests must be received by 06/29/08.
7. **SPONSOR:** The Sponsor of the Game is Bally Total Fitness Corporation, 8700 West Bryn Mawr Ave., Chicago, IL. 60631. 970034,880428, 2007-0018, 880406, 20050235, 880281, 880765, 880275, 880276, 880279, 2000-0008, 970010, 880388, 880390, 880274, 2000-0060, 900035, 880607, 880273, 880401, 930044, 880417, 930043, 880429, 880105, 880269, 880416, 990035, 2000-0007, 880278, 20050169, 880404, 880280, 880606, 880389, 930045.

**BALLY TOTAL FITNESS® (“BTF”) & BALLY SPORTS CLUBS<sup>SM</sup> (BSC)  
SPRING SWEEPSTAKES OFFICIAL RULES FOR FL, NJ, NY & RI**

NO PURCHASE OR MEMBERSHIP NECESSARY TO ENTER OR WIN. VOID IN AK, AL, AZ, AR, CA, CO, CT, DE, DC, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NM, NC, ND, OH, OK, OR, PA, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY, PR AND OTHER U.S. TERRITORIES AND WHERE PROHIBITED BY LAW. GAME STARTS ON 03/01/08 AND ENDS ON 03/31/08 (THE “ENTRY PERIOD”).

- 1. ELIGIBILITY:** The Bally Total Fitness® & Bally Sports Clubs<sup>SM</sup> Instant Win Game (“Game”) is open to individuals who are legal residents of the United States, but excluding residents of Alaska, Alabama, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Mexico, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming and Puerto Rico and who are 18 years of age or older and are not current Bally Total Fitness or Bally Sports Club members on date of play. Employees of Bally Total Fitness Corporation (“Sponsor”), and their respective parent companies, affiliates, subsidiaries, divisions, and advertising and promotion agencies, and members of their immediate families (spouse, parents, children, siblings, and their respective spouses, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to enter or win. This Game is subject to all applicable federal, state, and local laws. By participating, you agree to these Official Rules and to the decisions of the Sponsor and independent judges whose decisions are final and binding in all respects. Sponsor reserves the right to verify eligibility qualifications of the winners.
- 2. HOW TO PLAY:** During the Entry Period, visit a participating Bally Total Fitness or Bally Sports Club and request a free game piece from an authorized employee, while supplies last. Only one game piece per person. In the presence of a Bally Total Fitness or Bally Sports Club employee, gently scratch-off the game piece to reveal if you are an instant winner. If you receive a winning game message, you are a potential winner (subject to verification of eligibility and compliance with the terms of these Official Rules). To claim a prize, present your winning game piece to an authorized employee of a participating Bally Total Fitness Club. Prize claims are subject to verification of eligibility and compliance with the terms of these Official Rules. Prize claims must be redeemed by 04/30/08 or prize will be forfeited. A game piece that has been tampered with or not obtained through legitimate channels is void.
- 3. PRIZES AND ODDS OF WINNING:** Grand Prize (5): 5 Winners will receive a one year non-renewable Bally Total Fitness membership (Approximate Retail Value [“ARV”]: \$599/each) – Estimated Odds: 1:15,000. First Prize (30): 30 Winners will receive a one-month, limited Bally Total Fitness membership (ARV: \$59/each) – Estimated Odds: 1:2,500. Approximate Retail Value of all prizes: \$4,765. Estimated Odds of winning any prize: 1:2142. Memberships are subject to Bally terms and conditions. Membership will be limited to the Bally Total Fitness Club at which prizewinner presented his/her winning game piece. The prizes are only as detailed above, with no substitution, cash equivalent or transfer of prize permitted by prizewinners. Sponsor reserves the right to substitute a prize (or portion thereof) of comparable or greater value, in its sole discretion. One-year membership winners will be required to sign a no fee contract in order to receive their membership and redeem their membership by 4/30/08. One-month membership winners will be required to sign the Bally Total Fitness Club guest register and redeem their membership by 4/30/08. Any trademarks used in this Game are the property of the respective trademark owners and are used herein for identification purposes only. Prize winners are solely responsible for paying all applicable federal, state, and local taxes as well as any other costs or expenses associated with prize acceptance and use not specified herein as

being provided. Premium game pieces 64,780 will receive 10-day guest pass. For guest pass redemption, must be at least 18, sign guest register, take club tour & presentation prior to using club. Limit 1 pass redemption per person in any 6-month period. Limited to club where redeemed. Cannot be sold, reproduced or redeemed for cash. Some restrictions & club rules apply. Additional charges for some services, including Personal Training. Non-winning game pieces may instead choose to redeem card for \$75 discount offer. Discount is \$75 off the membership fee of any new, regular, renewable Fitness or above level membership (excludes month-to-month, limited, special paid-in-full, add-on, and upgrade plans). Not combinable with any other offers. Staff should select discount code "\$75NEWBETTERBALLY\_0308" and attach card to agreement for processing. All winning cards (discount or free memberships) must be redeemed by 4/30/08.

4. **GENERAL:** Acceptance of prize constitutes permission for Sponsor and its designees to use each prize winner's name, city and state of residence and likeness for advertising and promotional purposes (including, but not limited to, the posting of each prize winner's name on its website) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission, unless otherwise prohibited by law. All information collected will be treated in a manner consistent with Sponsor's privacy policy and the consent given at time of entry. The Game is governed by the laws of the State of Illinois, with venue in Cook County, Illinois, and all claims must be resolved in the appropriate state and federal courts of Chicago, Illinois.
5. **LIMITATIONS OF LIABILITY:** If more winning game pieces are distributed or more prizes are claimed than the number stated here for any prize, Sponsor reserves the right to award the stated number of prizes in a random drawing from among all valid and non-suspect prize claims received for such prize. Sponsor is not obligated to award more than the stated number of prizes. If any printing, typographical, seeding, human or other error, disruption, or any other factor impairs the integrity of the Game, as determined by Sponsor in its sole discretion, Sponsor may cancel, terminate, or modify the Game. Game pieces distributed where prohibited by law or these Official Rules, or not obtained legitimately are void. Sponsor, and their respective parent companies, retailers, partners, affiliates, subsidiaries, advertising and promotion agencies, game piece and prize suppliers and any other company involved in the development or execution of the Game, and each of their respective officers, directors, shareholders, employees, and agents (collectively, "Released Parties") are not responsible for incomplete, illegible, corrupted, mutilated, lost, stolen, inaccurate, or late game piece requests or prize claim; or for any other errors of any kind, whether technical, mechanical, printing, typographical, seeding, human or otherwise, relating to or in connection with this Game, including, without limitation, errors which may occur in connection with the administration of the Game, the processing of game piece requests or prize claims, the announcement of the prizes or in any Game-related materials. Sponsor may disqualify anyone from participating in the Game or winning a prize if, in its sole discretion, it determines that such person is attempting to undermine the legitimate operation of the Game by cheating, deception, or other unfair playing practices, or intending to annoy, abuse, threaten or harass any other participant or Sponsor's representatives. By participating, participants assume all liability for any injury or damages caused or claimed to be caused by his or her participation in this Game or the use or redemption of the prize awarded (including any travel or activity related thereto) and release and hold harmless the Released Parties from and against all claims, actions, damages, and any such liability, in connection therewith.
6. **WINNERS LIST:** For the names of the winners, available after 05/31/08, send a self-addressed, stamped envelope to: Winners List, 8700 West Bryn Mawr Ave., Chicago, IL 60631, Attention: Instant Win Game. Requests must be received by 06/29/08.
7. **SPONSOR:** The Sponsor of the Game is Bally Total Fitness Corporation, 8700 West Bryn Mawr Ave., Chicago, IL. 60631. HS-01880, HS-01328, HS-01492, HS-04198, HS-03098, HS-00416, HS-00145, HS-04210, HS-00227, HS-04646, HS-02035, HS-00825, HS-00441, HS-03367, HS-00537, HS-4979, HS-00442, HS-01258, HS-04234, HS-02620, HS-01626, HS-00587, HS-01515, HS-01257.