



BEACHBODY

Decide. Commit. Succeed.

**MILLION DOLLAR BODY 2009 GRAND FINALE CONTEST
OFFICIAL RULES
SPONSORED BY: PRODUCT PARTNERS, LLC**

1. Who Can Enter?

The Million Dollar Body 2009 Grand Finale Contest ("Contest") is open only to contestants who were awarded prizes as monthly winners (not sponsoring Coaches) in one of the Million Dollar Body 2009 Monthly Contests completed between December 10, 2008 and December 1st, 2009 ("Contestants").

Contestants whose appearance or fitness transformation before (even if not previously discovered), during, or after winning a monthly contest that has been in any way altered, in whole or in part, by the use of body enhancing, non-medically necessary plastic/cosmetic surgery (for example, implants), liposuction, steroids, or any unnatural method of body enhancement or weight reduction of any kind are not eligible to enter and will be disqualified.

2. When Must Entries Be Submitted?

Contestants must submit their entries between 12:00 AM Pacific Standard Time (PST) on January 8th, 2010, and 11:59 PM (PST) on January 31st, 2010. All items required in the Contest entry, as set forth in Section 3 below, must be received by the January 31st, 2010, deadline. Late, incomplete, or otherwise nonconforming entries will be disqualified.

3. What Is Required to Enter?

In order to enter and be eligible to compete to win a prize in the Contest, Contestants must:

First: Be current members in good standing of the Team Beachbody community at the time their Grand Finale entry is submitted and at the time the Contest prizes are awarded.

Second: Submit the items listed in paragraphs A through C below online directly to our Grand Prize Contest Administrator at grandprize@teambeachbody.com, and the Video Clip assets listed in D below to "Million Dollar Body Grand Finale Contest" at 3301 Exposition Blvd., Santa Monica, California 90404.

A) Photograph: Three (3) to six (6) current photographs that depict the Contestant's actual current physical appearance, and which were taken within the fifteen (15) day period prior to entry. The photographs must be front, full-length views (head-to-toe) showing the Contestant holding up at his/her side the front page of an English language newspaper with the day's date legibly depicted to verify the date on which the photo was taken.

B) Personal Statistics: Your before and after and current weight and muscle gain, as well as personal statistics pertinent to your particular transformation and maintenance since winning the monthly contest, to specifically include before and after statistics on your weight, body fat percentage, and chest, waist, and hip measurements.

C) Essay Questions: Answer each of the essay questions contained on the Grand Finale Contest entry form. Answers to each of the questions must range from approximately 50 to 250 words, be written by you in the English language, and be original to you, detailing the information sought to each question in a manner that is expressive, descriptive, and responsive. (See Photograph and Essay Requirements below). The essay questions will include inquiries related to the efforts you made (including the WOWY workouts, Beachbody message boards, or other Beachbody support tools, and/or any Beachbody products used, regimens maintained, and/or dietary changes you made) and obstacles you overcame in achieving your transformation, including your personal experiences during the transformation, as well as an update as to what the Contestant has done since winning the monthly contest to maintain or improve his/her physical transformation.

D) Video Clip: A video clip approximately 3 minutes in length showing your current physical appearance and successful transformation in a close-up format, including showing the Contestant holding up at his/her side the front page of an English language newspaper with the

day's date legibly depicted to verify the date on which the video was taken. On the video clip, the Contestant must clearly state (in English only) their exercise and diet regimen, their main motivation and factors behind their transformation, including, if pertinent, any Beachbody products, services, and/or support tools that were used, and/or the contribution of their personal Team Beachbody Coach, and how their Coach helped them with their transformation (See Video Clip Requirements below).

Photograph and Essay Question Answers Requirements: Digital photos submitted online should be the best quality possible, as image quality is considered part of the judgment criteria. To the extent possible, the before and after photographs should be similarly posed or be composed so the nature and extent of your physical transformation is evident. Photographs must be of you alone with no other human subjects. You must own the rights to all photographs and essays submitted and you must have full authority to grant or dispose of such rights at the time of entry and at the time any prize is awarded. Photographs may not be retouched, enhanced, or modified in any way from the originals. Any essay question answers submitted must be original to you and must not be in any way copied, plagiarized, or taken from any other work. Sponsor reserves the right to disqualify entries that include photographs or essay question answers that are deemed, at Sponsor's sole discretion, to be lewd, pornographic, false, doctored, enhanced, offensive, or inappropriate in any manner. All entries become the property of Sponsor and will not be acknowledged or returned.

Optional Personally Sponsoring Coach Question: In addition to the above essay question answers, Contestants may answer an optional question relating to the manner in which the Contestant's personally sponsoring Coach assisted the Contestant to achieve his/her transformation. Responses to this question will not be judged as part of the Contestant's entry. In the event that a Contestant who elected to answer the optional question is judged to be one of the winners or finalists, the optional answer will be reviewed by the Sponsor Panel to determine whether, based on the winner's or finalist's answer, the personally sponsoring Coach played a substantial and integral part in the his/her transformation. The answer to the optional question must be original to the Contestant and may not be written by the personal sponsoring Coach. Only the Contestant's sole appointed personally sponsoring Coach (as noted by Sponsor) may be eligible for a prize if deemed eligible by the Sponsor Panel.

Video Clip Requirements: Videos must be submitted to Sponsor in Mini-DV/digital format tapes at "Million Dollar Body Grand Finale Contest" at 3301 Exposition Blvd., Santa Monica, California 90404. Video clips submitted should be the best quality possible, as image quality is considered part of the judgment criteria. Videos must be of you alone with no other human subjects shot in a close-up format from your head to your knees in tight clothing, clearly in the center of the frame. You must own the rights to all video material submitted and you must have full authority to grant or dispose of such rights at the time of entry and at the time any prize is awarded. Sponsor reserves the right to disqualify entries that include videos that are deemed, at Sponsor's sole discretion, to be lewd, pornographic, false, doctored, enhanced, offensive, or inappropriate in any manner. All entries become the property of Sponsor and will not be acknowledged or returned.

Video Tips:

- **FORMAT – Please submit your video on MiniDV (consumer digital videocassette).** Try to avoid recording MiniDV footage in Long Play mode—please use standard play mode. If you do not have or have access to a standard video recorder that records in MiniDV format, please contact us so we may try and assist you.
- **CLOTHING – The tighter the better, so your results are visible.** We recommend that women wear either a sports bra with running/biking shorts, a bikini, or a one-piece bathing suit (no bold lines or busy patterns). Men should wear shorts and no shirt. This will make it easier to see how dramatically your body has changed!
- **Make sure that you have enough light.** If possible, go outside in the sunlight. Avoid direct sunlight, which will cause squinting; a slightly shaded area is perfect. The best light is in the early morning and late afternoon. If shooting inside, turn on all the lights; maybe bring in a couple of lamps from other rooms just for the occasion. Point the lights at you, not at the camera. Avoid shooting directly into lights or bright windows.
- **If you don't have a tripod, pile up some books and strap down the camera with tape so it doesn't fall.** This will help prevent a shaky and unstable picture.
- **If possible, have a friend, spouse, or family member operate the camera.** It is possible to shoot this video journal yourself, but having a separate cameraperson helps tremendously.
- **Each time you hit the Record button, wait at least 5 seconds** before you say or do something; otherwise it might get cut off.
- **We want to hear you, so make sure you stand or sit close enough to the microphone.** Most consumer cameras work well at

a range of 10–15 feet. You might want to have a soundtrack, but resist the urge! It will only end up confusing your microphone.

- **Never send your original tape master!** Always make a copy just in case the one you send to us gets damaged or lost.

Third: You must create and maintain an updated profile page on www.teambeachbody.com that includes your before and after photos, bio, and transformation story.

Fourth: The Contestant must be available to attend the Team Beachbody Grand Finale Convention to be held on or around April 30th, 2010, in Los Angeles, California, in the event that he/she is selected to be a finalist. Travel and accommodation expenses for attending the convention will be paid by Sponsor as detailed below. Sponsor reserves the right to change the dates and location for the Team Beachbody Grand Finale Convention, which will be posted on the Team Beachbody Web site and provided to each eligible Contestant no later than March 1, 2010.

4. How Will the Grand Finale Entries Be Judged?

Finalists Selection:

All entries will be sorted into the following eight (8) age categories as of the deadline for the Contest period:

Women	Men
18-29	18-29
30-39	30-39
40-49	40-49
50 and over	50 and over

A panel of Sponsor judges will select eight (8) potential finalists from among all eligible Contest entries received. Eight verified finalists will be announced on or about February 22, 2010. The judging and selection of finalists will be based on the following criteria:

Photos (30%): The overall transformation of each Contestant's appearance, judged both from the original before and after photographs and the current photograph of the Contestant, shall constitute 20% of the overall judging score and the quality of the photographic image shall constitute an additional 10% of the overall judging score.

Statistics (10%): The overall healthiest transformation result as evidenced by statistical changes (weight loss, muscle gain, measurements) shall constitute 10% of the overall judging score.

Essay Question Answers (30%): The inspirational nature of the Contestant's true and unique transformation story, including the originality, creativity, and expressiveness with which the Contestant describes the transformation process and how the transformation has impacted the Contestant's life. 15% of the overall judging score shall be based on the compelling nature of the essay responses, including specifically discussing what exercise products, regimens, and dietary changes you made. An additional 15% of the overall judging score shall be based on the inspirational nature of the essay responses, including discussing your personal transformation journey and obstacles you may have overcome.

Video (30%): The overall transformation of each Contestant's appearance and transformation journey as evidenced from the video submission shall constitute 20% of the overall judging score and the quality of the video image shall constitute an additional 10% of the overall judging score.

Tie-Breaker: In the unlikely event of a tie, the potential winner(s) will be selected based on the highest ranking combined photographic score. If there is still a tie, the potential winner(s) will be selected based on the highest ranking inspirational portion of the essay question answers.

Potential finalists will be notified by phone or email at the contact information provided upon the entry submission on or about February 22nd, 2010, and will be subject to verification. Finalists will be required to sign and return a W-9 tax form and an affidavit of eligibility and liability/publicity release within 7 days of notification. If a potential finalist or winner fails to sign and return the W-9 and affidavit of eligibility and liability/publicity release within the required time period, the prize will be forfeited and it will be awarded to an alternate, potential finalist receiving the second-highest score in the applicable criteria category, who is also subject to verification.

Travel To Team Beachbody Convention: In order to compete for Contest prizes, finalists must be available to travel to the Team Beachbody Convention to be held on or around April 30th, 2010. Certain travel expenses to the convention will be paid for by Sponsor, including two (2) roundtrip coach airfare tickets (for the finalist and

one guest selected by the finalist) from the gateway airport near the finalist's place of actual residence to the destination city for the convention; Two to three (2 to 3) nights' deluxe accommodations for two (in one room) at local hotel; ground transportation to and from the airport (provided that you arrive and depart from the hotel with the general Sponsor group; any and all planning and/or expenses arising from or related to alternative or extended travel plans are the sole responsibility of the finalist), hotel and convention location; and a per diem to be set by Sponsor for meals and other expenses. Expenses, fees, or other costs that are not expressly stated above are not included and are the sole responsibility of finalists. Sponsor reserves the right to determine the airline and airport of return and departure, as well as to elect to pay mileage only for finalists who live within 200 miles of the convention. (Estimated value \$1,000)

Selection of Grand Finale Winners: Final judging of the eight verified finalists will be conducted between March 1st and March 15th, 2010, on the same criteria used to select the finalists. Judgment of the finalists will be conducted by the following two panels:

Team Beachbody Members (40%): Any active member of the Team Beachbody community, including WOWY and Beachbody Club members will be eligible to vote one time only for each of their top male and female transformation, constituting 40% of the overall judging score.

Sponsor Panel (60%): A select panel of Sponsor employees will each submit one vote each for their top male and female transformation, collectively constituting 60% of the overall judging score.

5. What are the Grand Finale Prizes?

The judges will select two (2) Grand Prize Winners, one male and one female, from the eight (8) finalists. Each of the Grand Prize Winners will be awarded a prize consisting of \$25,000. The remaining six (6) finalists will be awarded prizes of \$5,000 each. The potential remaining finalists and Grand Prize Winners will be announced at an event during the convention.

All potential Grand Prize Winners and remaining finalists will be required to sign and return a W-9 tax form, and an affidavit of eligibility and liability/publicity release at the time of notification. If a

potential Grand Prize Winner or remaining finalist fails to sign and return the W-9 and affidavit of eligibility and liability/publicity release within the required time period, the prize will be forfeited.

Optional Personally Sponsored Coaches Awards: In the event that a winner or finalist has elected to answer the optional personally sponsoring Coach question and the Independent Contest Judges determine, in their sole discretion, that the answer clearly indicates that the Coach made a substantial and integral contribution to the winner's or finalist's transformation, the sponsoring Coach of a winner will receive \$2,500 and the sponsoring Coach of a finalist will receive \$500. In order to receive this award, the Coach must be a Coach in good standing at the time the award is made (as defined by and in compliance with the Team Beachbody Compensation Plan and Policies and Procedures). Coaches will be notified at the convention and will be required to sign and return to Sponsor, within 7 days of notice or attempted notice, a liability/publicity release and a W-9 tax form. Failure to comply with this requirement will result in forfeiture of the monetary award.

6. Release: By entering the Contest or taking receipt of any prize, you agree to release and hold harmless Sponsor; Product Partners, LLC/Beachbody.com; their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers; and each of their respective parent companies and each such company's officers, directors, employees, and agents (collectively, the "Released Parties") from and against any claim or cause of action, including but not limited to personal injury, death, or damage to or loss of property or privacy, arising out of participation in the Contest or receipt or use or misuse of any prize. By entering the Contest, you represent that you have submitted original, current photographs depicting you, for which you have all rights and authority of use. Further, you represent that all essays submitted are original to you, that you have not copied or in any way taken all or any part of the essay from any other published or unpublished work, and that you have full rights and authority of use of such essays. Further, by uploading or mailing photographs or essays, you grant the Released Parties the right to publish the photographs, videos, and/or essays on the www.teambeachbody.com Web site and related Team Beachbody and Beachbody Web sites and to use the photo in connection with the Contest without compensation, except where prohibited by law. In addition, by submitting an entry in this Contest, you expressly consent and agree that all of your entry materials and submissions may be

viewed by the public at large and voted on by members of the Beachbody community.

7. Publicity: Except where prohibited, participation in the Contest constitutes winner's/finalist's consent to Sponsor's and its agents' use of winner's/finalist's name, likeness, photographs, videos, essay question answers, voice, opinions, and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration; including, without limitation, placement on the Team Beachbody homepage and creation of promotional videos featuring the winners and finalists.

8. General Conditions: Subject to all applicable federal, state, and local laws and regulations. Void in, Puerto Rico, Guam, the Virgin Islands, and any other country outside of the United States of America (including any other of its territories) and where prohibited by law. Finalists and winners are solely responsible for any and all state, local, and federal taxes. Prizes are not transferrable and may not be substituted, except at the sole discretion of Sponsor. The submission of an entry confirms your full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Contest. Finalist's traveling companion will be required to sign and return a publicity/liability release before travel. In the event the traveling companion is a minor, the publicity/liability release must be signed by a parent or legal guardian. Winning a prize is contingent upon fulfilling all requirements set forth herein. Sponsor reserves the right to cancel, suspend, and/or modify the Contest, or any part of thereof, if any fraud, technical failure, or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Contest(s) in any manner, or for any reason related to the administration of the Contest(s), as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or any other Sponsor promotion or in an unsportsmanlike or disruptive manner. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

9. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by you or any other Contestant, by printing errors, or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including but not limited to malfunctions, interruptions, or disconnections in phone lines, cable

connections, or network hardware or software; (3) technical or human error which may occur in the administration of the Contest or the processing of entries, prize notification and/or winner confirmation; (4) any lost, late, delayed, corrupted, undelivered, or undeliverable entry or prize notification; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from your participation in the Contest or receipt or use or misuse of any prize. If for any reason any Contestant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, that Contestant's sole remedy is another entry in a subsequent contest or promotion, provided that it is not possible to award another entry due to discontinuance of the Contest. You are responsible for updating your contact information with Sponsor as necessary to ensure proper administration of the Contest. No more than the stated number of prizes will be awarded.

10. Disputes: All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the Contestant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of California, U.S.A, and resolved in California courts, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California. Except where prohibited, you hereby agree that any claims, disputes, or actions of any kind shall be resolved individually, without resort to any form of class action, and waive all rights to claim indirect, punitive, incidental, consequential damages and/or multipliers of damages and any other damages, other than for actual out-of-pocket expenses incurred as the result of participation in the Contest. The parties hereby agree to waive their respective rights to a jury trial of any claim or cause of action related to or arising out of the Contest. The scope of the waiver is intended to be all-encompassing of any and all disputes that may be filed in any court and that relate to the Contest, including without limitation contract claims, tort claims, breach of duty claims, and all other common law, regulatory, and statutory claims. In the event of litigation, these Official Rules may be filed as written consent to a trial by court. If any part of these Official Rules is declared invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity of the balance of these Official Rules.

11. Privacy Policy: Entries are subject to Sponsor's Privacy Policy accessed through the bottom of <http://www.teambeachbody.com/> or otherwise posted and updated on Sponsor's Web site.

12. Winners List and Rules: For a Winners List and/or a copy of these Official Rules, send a hand-printed, self-addressed, stamped envelope to "Million Dollar Body Grand Finale Contest" at 3301 Exposition Blvd., Santa Monica, California 90404. Winners List requests must be received by June 30, 2010.

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