



BEACHBODY

Decide. Commit. Succeed.®

THE BEACHBODY CHALLENGE™ 2012 – 2013 MONTHLY CONTEST

OFFICIAL RULES

SPONSORED BY: BEACHBODY, LLC

1. Contest Periods. The Beachbody Challenge 2012 – 2013 Monthly Contest ("Contest") period begins at 12:00 AM Pacific Time ("PT") on April 1, 2012 and ends at 11:59 PM (PT) on March 31, 2013 ("Contest Period"). There are twelve (12) Monthly Contest Periods within the Contest Period, each of which begins at 12:00 AM (PT) on the first day of each month within the Contest Period and ends on the last day of that month at 11:59 PM (PT) (each, a "Monthly Contest Period"). The final Monthly Contest Period begins at 12:00 AM (PT) on March 1, 2013 and ends at 11:59 PM (PT) on March 31, 2013. Beachbody, LLC's ("Sponsor") computer is the official time-keeping device for the Contest Period and each Monthly Contest Period.

2. Monthly Contest Description. Each Monthly Contest Period includes a chance to win a main Monthly Transformation Prize and a Monthly Ultimate Health Transformation Prize (both aspects together, "Monthly Contest"). During each Monthly Contest Period, subject to the terms herein, you ("you" or "Contestant") will have the opportunity to submit an Entry (as defined herein) to share with Sponsor and potentially the broader Beachbody® and Team Beachbody® community how a Beachbody fitness program (each a "Beachbody Program") has changed your body and your life. At the end of each Monthly Contest Period, Sponsor will sort all Entries from that Monthly Contest Period into eight (8) separate categories based on age and gender. Sponsor will then judge all such Entries pursuant to the judging criteria herein to determine the best and most compelling transformation story in each of the eight (8) categories for that Monthly Contest Period. These eight potential winners will win a \$1,000 (U.S. Dollars) cash prize, and will be eligible for both The Beachbody Challenge 2012 – 2013 Quarterly Contest and The Beachbody Challenge 2012 – 2013 Grand Prize Contest, subject to the terms and conditions in the Official Rules for those contests.

The complete Official Rules for The Beachbody Challenge 2012 – 2013 Quarterly Contest, and for The Beachbody Challenge 2012 – 2013 Grand Prize Contest may be viewed by clicking on the links at the bottom of TheBeachbodyChallenge.com

Monthly Ultimate Health Transformation. In addition to the Monthly Transformation Prize, each Contestant who has utilized a Beachbody supplement or nutritional product or program, including Shakeology® and the Beachbody Ultimate Reset™, as part of his or her transformation journey, and has informed Sponsor of his or her supplement or nutritional product or program use in his or her Entry, will be eligible for a Monthly Ultimate Health Transformation Prize. At the end of each Monthly Contest Period, Sponsor will separate out each Entry that states a Beachbody supplement or nutritional product or program was a part of

the transformation journey, and divide those Entries into two categories based on gender. Sponsor will then judge the written portion of these Contestants' Entries (including answers to the optional Beachbody supplement or nutritional product or program-based question) pursuant to the judging criteria herein to determine the most inspirational and compelling Beachbody supplement or nutritional product or program story in each of the two categories. These two potential winners will win a cash prize and be eligible to win the Ultimate Health Transformation Grand Prize.

Coach Prize. In addition, if any winner of a Monthly Contest or a Monthly Ultimate Health Transformation Prize nominates their personally sponsoring Coach for the role that coach played during the winner's transformation on their Entry, that Coach will also be eligible for a \$500 (U.S. Dollars) cash prize, subject to the terms and conditions herein.

3. How Can I Enter to Win a Monthly Prize? In order to enter a Monthly Contest, you must be a Team Beachbody member (whether a Club or Free member), and have provided all information required on your profile page, including your current full name, email, home address and telephone number. (See www.teambeachbody.com for details). You must thereafter submit an Entry (as defined below) which must adhere to the following guidelines:

Submission Materials. During a Monthly Contest Period, upload the required items listed in paragraphs I.(A)-(D) below online through the Entry page located at www.TheBeachbodyChallenge.com. In addition if you'd like to share with Sponsor how a Beachbody supplement (such as Shakeology®) or nutritional product or program (such as the Beachbody Ultimate Reset™) has been part of your transformation journey, how your personally sponsoring Coach has been part of your transformation journey, how a Challenge Group you may have joined has been a part of your transformation journey, or what products and services from Team Beachbody were helpful to you in your transformation journey, you may upload the optional items listed in paragraphs II.(A)-(D) below (collectively, with the required items in paragraphs I.(A)-(D), "Submission Materials"). The Submission Materials uploaded (together with information provided on the profile page for each contestant, an "Entry") should demonstrate how a Beachbody Program has transformed your body and your life.

I. Required Materials

(A) Photographs: You must submit at least one "before" and one "after" photograph, and as many as ten (10) total "before," during, and "after" photographs exhibiting your physical transformation accomplished with a Beachbody Program, which are clearly dated as closely as possible to the date on which the photographs were actually taken. You must designate one (1) of the "before" and one (1) of the "after" photographs as the photographs that will be primarily displayed to the Team Beachbody community in this and any related contest. Such designation is not binding on the Contest judges who have sole discretion to select the photos upon which they deem it appropriate to judge this portion of your Entry. The "before" photograph(s) may be dated on or after January 1, 2009, and the "after" photograph(s) must be dated any time after January 1, 2010. (see Photograph and Essay Question Requirements below);

(B) Essay Questions: You must answer each of the mandatory essay questions contained on the Entry form. Answers to each of the questions must range from approximately two words to one thousand characters of text, be written by you in the English or Spanish languages, and be original to you. To the extent your response to any essay question is submitted in the Spanish language, it will be translated by Sponsor into English prior to being considered by the judges. The answers to the essay questions should be expressive, descriptive, and responsive. The

questions will include inquiries related to your physical and emotional condition before beginning a Beachbody Program; the challenges you faced before starting the program; the reasons that inspired you to change your body and your life; why you chose the particular Beachbody Program; what you liked about your experience with the Beachbody Program; how the Beachbody Program changed your body and your life; and your most proud achievement stemming from your use of the Beachbody Program (See Photograph and Essay Question Requirements below);

(C) Personal Statistics: You must submit your before and after weight, and you will be able to submit your personal statistics pertinent to your particular transformation such as body fat percentage, chest, waist, hips, cholesterol, blood pressure, etc.; and

(D) Coach Question: You must answer a single question relating to your personally sponsoring Team Beachbody Coach. You will be asked whether such Coach assisted you and/or was integral in your transformation process, and you must respond with either a yes or no. Only a winning Contestant's sole appointed personally sponsoring Coach (as determined by Sponsor) may be eligible for a prize if that Contestant responded that their Coach was integral to their transformation.

II. Optional Material

In addition to the required materials, you may answer any or all of the following four optional essay questions if applicable:

(A) Contestants may answer an optional essay question relating to how the Contestant's personally sponsoring Team Beachbody Coach assisted the Contestant to achieve his/her transformation. Answers to this question (1) may be as brief as you'd like, but may not be more than one thousand characters of text, (2) must be written by you in the English or Spanish languages, (3) must be original to you, and (4) should be expressive, descriptive, and responsive, including how your personally sponsoring Coach helped, supported, and motivated you to achieve your transformation. Responses to this question will not be judged as part of the Contestant's Entry.

(B) Contestants may answer an optional essay question relating to how a Beachbody supplement or nutritional product or program has helped them during their transformation journey, including what impact the Beachbody supplement or nutritional product or program has had on their health and lives. Answers to this question (1) may be as brief as you'd like, but may not be more than one thousand characters of text, (2) must be written by you in the English or Spanish languages, (3) must be original to you, (4) should be expressive, descriptive, and responsive, including your personal experiences with a Beachbody supplement or nutritional product or program and how it has helped you both in your transformation journey and your everyday life. Responses to this question will not be judged as part of the Contestant's Entry for the Monthly Transformation Prize. However, responses to this question will be considered and judged by Sponsor as Sponsor determines the potential winners of the Monthly Ultimate Health Transformation Prize.

(C) Contestants may answer an optional essay question relating to the various tools offered by or on the Team Beachbody website that you may have used, including which tools helped you during your transformation journey. Answers to this question (1) may be as brief as you'd like, but may not be more than one thousand characters of text, (2) must be written by you in the English or Spanish languages, (3) must be original to you, (4) should be expressive, descriptive, and responsive. Responses to this question will not be judged as part of the Contestant's Entry.

(D) Contestants may answer an optional essay question relating to how the Contestant's participation in a Beachbody Challenge Group helped the Contestant during his/her transformation journey to achieve his/her transformation. Answers to this question (1) may be as brief as you'd like, but may not be more than one thousand characters of text, (2) must be written by you in the English or Spanish languages, (3) must be original to you, and (4) should be expressive, descriptive, and responsive, including how a Challenge Group helped, supported, and motivated you to achieve your transformation. Responses to this question will not be judged as part of the Contestant's Entry.

Entry Limits: You may enter only once during any given Monthly Contest Period. It is your responsibility to update your contact information as necessary. You are eligible to win only the Monthly Contest during which your Entry is submitted. You may win both a Monthly Transformation Prize and a Monthly Ultimate Health Transformation Prize in the Monthly Contest Period during which you submitted your Entry. Contestants who do not win a Monthly Transformation Prize may enter subsequent monthly Contests by resubmitting the same or revised Entries with all of the same items required for the initial Entry as outlined above. Winners of any Monthly Transformation Prize are ineligible to compete in any subsequent Monthly Contests, but are automatically eligible to enter the 2012 – 2013 Quarterly Contest and the 2012 – 2013 Grand Prize Contest. Winners of a Monthly Ultimate Health Transformation Prize who do not win a Monthly Transformation prize may resubmit their Entries in another Monthly Contest Period, but those Entries will not be considered and are ineligible for future Monthly Ultimate Health Transformation Prizes. Winners of any prior transformation contest sponsored in whole or in part by Sponsor, including prior Beachbody Challenge Monthly contests from the 2011-2012 Beachbody Challenge, Million Dollar Body Monthly contests, or other contests, are eligible to enter 2012 – 2013 Monthly Contests by submitting all new materials in compliance with these Official rules along with new before pictures that verifiably post-date the after picture submitted for the previous winning entries in the 2011-2012 Beachbody Challenge Monthly contest, Million Dollar Body Monthly contest, or other Sponsor-related contest tries.

Photograph and Essay Question Requirements: Digital photos and photos submitted online should be 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 that the nature and extent of your physical transformation is evident. Photographs must, to the extent possible, be of you alone with no other human subjects. You must own the rights to all photographs and essay question answers submitted and you must have full authority to grant or dispose of such rights at all times, including at the time of Entry and at the time any prize may be 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 essays 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.

Persons whose fitness or health transformation is, in whole or in part, the result of non-medically necessary plastic/cosmetic surgery, liposuction, steroids, human growth hormone, or any unnatural method of body enhancement or weight reduction of any kind are not eligible to enter and any such entries will be disqualified.

4. How Will the Monthly Entries Be Judged?

Judging for Monthly Transformation Prizes

Following the close of a Monthly Contest Period, Sponsor will sort all Entries submitted during that Monthly Contest Period into the following eight (8) categories:

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

On or about the first Monday of the month immediately following each Monthly Contest Period (for example, for the April Monthly Contest which ends April 30, 2012, on or about the first Monday of May), Sponsor will judge all Entries from that Monthly Contest Period pursuant to the judging criteria herein, and in its sole discretion will determine the best and most compelling transformation story in each of the eight (8) categories, each of which will be determined to be a potential winner of a Monthly Transformation Prize. Sponsor, whose decisions are final on all matters relating to all Monthly Contests, will judge the Entries based on the following criteria:

Photos (50%): The overall transformation of each Contestant's appearance shall constitute 25% of the overall judging score and the quality of the photographic image shall constitute an additional 25% of the overall judging score.

Statistics (25%): The overall healthiest transformation result as evidenced by statistical changes (weight loss, muscle gain, measurements) shall constitute 25% of the overall judging score.

Essay Question Answers (25%): The essay answers will be judged on the inspirational nature of the Contestant's true and unique transformation story, as well as the originality, creativity, expressiveness and compelling nature of the contestant's description of the transformation process and how the transformation and the transformation process have impacted the Contestant's life. The essay answer score shall be based on (a) the compelling nature of the essay question answers, regimens maintained, and/or any dietary changes you made, and (b) the inspirational nature of the essay question answers, including discussing your personal transformation journey, any obstacles you may have overcome, and the achievement you are most proud of. The essay question answers shall constitute 25% of the overall judging score.

Tie Breaker: In the unlikely event of a tie in Monthly Transformation Contest, 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 essay question answers.

Judging for Monthly Ultimate Health Transformation Prize

Following the close of a Monthly Contest Period, Sponsor will sort all Entries that have stated a Beachbody supplement or nutritional product or program has been used as part of the

Contestant's transformation journey into two (2) categories: women and men. On or about the first Monday of the month immediately following each Monthly Contest Period, Sponsor will judge the mandatory essay question responses, the responses to the optional Beachbody supplement or nutritional product or program-based question, and the statistics of all of these Beachbody supplement or nutritional product or program-based Entries from that Monthly Contest Period. Sponsor will judge the responses pursuant to the judging criteria below, and in its sole discretion will determine the best and most compelling transformation story in each of the two (2) categories, each of which will be determined to be a potential winner of a Monthly Ultimate Health Transformation Prize. Sponsor, whose decisions are final on all matters relating to this Contest, will judge the Beachbody supplement or nutritional product or program-based Entries using the following criteria:

Statistics (40%): The overall healthiest transformation result as evidenced by statistical changes (weight loss, muscle gain, measurements, blood pressure) shall constitute 40% of the overall judging score.

Essay Question Answers (60%): The essay answers will be judged on the inspirational nature of the contestant's true and unique Beachbody supplement or nutritional product or program story, as well as the originality, creativity, expressiveness and compelling nature of the contestant's story and how a Beachbody supplement or nutritional product or program has impacted the contestant's life. The essay answer score shall be based on (a) the compelling nature of the essay question answers, including specifically your personal experiences with a Beachbody supplement or nutritional product or program, and how it has helped you both in your transformation journey and your everyday life. The judging of the essay question answers shall constitute 60% of the overall judging score.

Tie Breaker: In the unlikely event of a tie in the Monthly Ultimate Health Transformation Prize, the potential winner(s) will be selected based on the highest ranking statistics score.

5. What are the Prizes for the Monthly Contest?

Monthly Contest Transformation Prize: A total of eight (8) Contestants in each Monthly Contest Period—one in each of the categories set forth in section 4, above—will each be awarded a prize consisting of \$1,000 (U.S. Dollars), provided they meet the terms and conditions herein and have been verified by Sponsor.

Eligibility for The Beachbody Challenge 2012 – 2013 Quarterly and Grand Prize Contests: All winners of a Monthly Transformation Prize from each Monthly Contest will be automatically eligible for entry in the following:

- a. The Beachbody Challenge 2012 – 2013 Quarterly Contest applicable to the month in which the contestant has won. Official Rules for The Beachbody Challenge 2011 – 2012 Quarterly Contest can be viewed by clicking on the link at the bottom of TheBeachbodyChallenge.com
- b. The Beachbody Challenge 2012 – 2013 Grand Prize Contest. Official Rules for The Beachbody Challenge 2012 – 2013 Grand Prize Contest can be viewed clicking on the link at the bottom of TheBeachbodyChallenge.com

Monthly Ultimate Health Transformation Prize: A total of two (2) Contestants in each Monthly Contest Period—one man and one woman—will each be awarded a prize consisting of \$1,000 (U.S. Dollars), provided they meet the terms and conditions herein and have been verified by Sponsor. The winner of a Monthly Ultimate Health Transformation Prize will also be eligible for the Monthly Ultimate Health Transformation Grand Prize. Official Rules for The Beachbody Challenge 2012 – 2013 Grand Prize Contest can be viewed by clicking on the link at the bottom of TheBeachbodyChallenge.com

Optional Personally Sponsored Coach Awards: In the event that a winning Contestant (in either the Transformation or Monthly Ultimate Health Transformation) has elected to answer the personally sponsoring coach question in the affirmative, the personally sponsoring Coach will receive \$500 (U.S. Dollars). In order to receive this award, the personally sponsoring Coach must be an eligible, existing, active (as defined in the Team Beachbody Compensation Plan) Team Beachbody Coach in good standing throughout the Challenge Period and in compliance with the Independent Team Beachbody Coach Policies and Procedures. Such personally sponsoring Coaches will be notified by phone or email and will be required to sign and return to Sponsor, within 7 days of notice or attempted notice, a liability/publicity release. Failure to comply with this requirement will result in forfeiture of the monetary award.

Entering and participating in any Monthly Contest constitutes your consent to have your Entry and Submission Materials, including all photos, video, statistics, essays or other materials, submitted to the entire Beachbody community for review and voting in the Quarterly and Grand Prize contests if you are a Monthly Winner.

The potential prize winner in any Monthly Contest will be notified by email and/or phone at the email address or phone number given in the Entry. The potential winner will be required to sign and return to Sponsor, within 10 days of notice or attempted notice, a W-9 tax form (or W-8 tax form for non-US residents), an affidavit of eligibility, and a liability/publicity release in order to claim his/her prize. If a potential 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 Monthly Contest winner receiving the second highest score in the applicable criteria category who is also subject to verification.

6. Who Can Enter? In order to enter a Monthly Contest, you must be a Team Beachbody member (whether a Club or Free member) as set forth above. The Contest is open only to legal residents of the United States and Canada (excluding Quebec) who are at least 18 years old or the age of majority in the Contestant's legal state or province of residence. Employees of Sponsor, Team Beachbody, and their respective parent, subsidiary, and affiliate companies, as well as the immediate family (spouse, parents, siblings, and children), and household members of each such employee are not eligible. Individuals who have participated in a test group or study of Sponsor and whose results and/or Entry are due at least in part to such test group or study are not eligible. As noted above, winners of any Monthly Transformation Prize are not eligible to enter subsequent Monthly Contests but are eligible to compete in the Beachbody Challenge 2012 – 2013 Quarterly Contest and The Beachbody Challenge 2012 – 2013 Grand Prize Contest. Winners of any prior transformation-related contest sponsored in whole or in part by Sponsor, including prior (2011-2012) Beachbody Challenge Monthly contests, Million Dollar Body Monthly contests, or other Sponsor-related contests are eligible to enter 2012 – 2013 Monthly Contests by submitting all new materials in compliance with these Official Rules along with new before pictures that verifiably post-date the after picture submitted for the previous

winning entries in the 2011-2012 Beachbody Challenge Monthly contest, Million Dollar Body Monthly contest, or other Sponsor-related contest tries.

7. Release and License: By participating in the Contest in any way, uploading or making any Entry for consideration, or taking receipt of any prize that may be awarded, you agree to release and hold harmless Sponsor, Team Beachbody, and 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, any posting online or otherwise of any part of your Entry for voting or otherwise, and/or receipt or use or misuse of any prize that may be awarded.

By uploading or submitting any Entry, including any information, text, images, audio, video and any other content ("Your Content") and otherwise entering the Contest, you represent that (a) the Entry and Your Content is original to you and you have all rights and authority to use and allow the use of the Entry and Your Content, (b) you own or have the necessary licenses, rights, consents and permissions to all patent, trademark, publicity, moral, trade secret, copyright, and/or other proprietary rights to the Entry, Your Content, and all aspects thereof, and (c) you have the written consent, release, and/or permission of each and every identifiable person in the Entry and Your Content to use such person's name or likeness in the Entry and Your Content for the uses contemplated herein. You represent that all aspects of your Entry and Your Content are original to you, that you have not copied or in any way taken any of Your Content from any third party, and that you have full rights and authority of use for all aspects of Your Content and the Entry.

Further, by making or submitting any Entry and Your Content, you expressly grant the Released Parties a perpetual, worldwide, royalty-free, sublicensable, and transferrable right and license to host, store, modify, use, distribute, reproduce, excerpt, adapt, prepare derivative works of, publicly perform and display, publish, and make any other use of your Entry and Your Content in any and all media.

This includes, but is not limited to (a) the right and license to modify, use, distribute, reproduce, excerpt, adapt, prepare derivative works of, publicly perform and display, publish and make any other use of the Entry, Your Content, and all aspects thereof, in and in connection with any product, recording, video, advertisement, infomercial, or any advertising or promotional material, whether with or without providing attribution to you without any compensation to you; and (b) the right and license to modify, use, distribute, reproduce, excerpt, adapt, prepare derivative works of, publicly perform and display, publish and make any other use of the Entry, Your Content and all aspects thereof, on Beachbody.com, TeamBeachbody.com, or any other Sponsor-related Web site, and use the Entry, Your Content and all aspects thereof, in any way Sponsor determines without compensation and without any attribution, except where prohibited by law. You expressly acknowledge and agree that nothing herein shall require Sponsor to utilize any portion of your Entry or Your Content.

You expressly acknowledge and agree that your Entry and Your Content will be accessible by others and that there is no confidentiality or privacy with respect to your Entry and Your Content. You agree to indemnify Sponsor, Team Beachbody, and each of their subsidiaries and their respective owners, officers, directors, employees, and agents from and against all third party

trademark, copyright, right of publicity or other claims arising out of the use of your Entry and Your Content.

8. Publicity: Except where prohibited by law, participation in the Contest constitutes your express and irrevocable consent to Sponsor's and its agents' worldwide use of your name, likeness, photographs, essay question answers, voice, opinions, biographical details and any other information you may submit or Sponsor may obtain in connection with your Entry for promotional and marketing purposes in any and all media now known or hereafter discovered, without further payment or consideration; including, without limitation, placement on The Beachbody Challenge home page and creation of promotional videos featuring the winners or Contestants. In addition, except where prohibited, participation in a Monthly Contest constitutes Contestant's consent to Sponsor's contacting Contestant at a later date to inquire further and potentially gain more information about Contestant's transformation story. Further, as outlined above, participation in any Monthly Contest constitutes your consent to have your Entry and Your Content, including all photos, video, statistics, essays or other materials, submitted to the Beachbody or Team Beachbody community for review and voting in the Quarterly and Grand Prize contests if you are a winner of a Prize in any Monthly Contest.

9. General Conditions: Winning or accepting any prize that may be awarded in the Contest is contingent upon fulfilling all tax, regulatory, and legal obligations (including completion of any forms required in connection therewith) and any other requirements set forth in these Official Rules, which shall all be at Contestant's sole obligation. To the extent the prize includes a trip of any nature, potential winners must be available on the dates of such trip or the prize is forfeited. Winners are solely responsible for any and all state, local, and federal taxes and subject to all applicable federal, state, and local laws and regulations. Void in any country outside of the United States of America and Canada (excluding Quebec), and where prohibited by law. The submitting 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. Winning a prize is contingent upon fulfilling all requirements set forth herein. Sponsor reserves the right to cancel, suspend, and/or modify any and/or all of the Contests, or any part of thereof, due to force majeure (e.g. an act of war or terror), or if any fraud, technical failure, or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Contest in any manner, or for any reason related to the administration of the Contest, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be involved with 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 provision or term of these Official Rules shall not constitute a waiver of that provision or any other provision herein.

10. Limitations of Liability: You recognize and agree that the Released Parties are not responsible for: (1) any injury to you or any other party, and any other personal or property damage that may be caused or that may occur as a result of your attempting to create the Submission Materials; (2) any incorrect or inaccurate information, whether caused by entrants, printing errors, or by any of the equipment or programming associated with or utilized in the Contest; (3) technical failures of any kind, including, but not limited to, malfunctions, interruptions, or disconnections in phone lines, cable connections, or network hardware or software; (4) technical or human error which may occur in the administration of the Contest or

the processing of entries, prize notification, and/or winner confirmation; (5) any lost, late, delayed, corrupted, undelivered, or undeliverable Contest Entry or prize notification; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Contestant's participation in the Contest, or receipt or use or misuse of any prize that may be awarded. If for any reason an Entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Contestant's sole remedy is another Entry in the Contest, provided that if it is not possible to award another Entry due to discontinuance of the Contest, none shall be awarded.

11. Disputes: All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the Contestant/entrant 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. Entrant and Sponsor agree that any action relating to these Official Rules or the rights and obligations of the entrant and Sponsor in connection with the Contest shall exclusively be brought in Los Angeles, California, and both parties irrevocably consent to the jurisdiction of the State and Federal courts located in Los Angeles, California. Entrant and Sponsor expressly waive any objection that it may have based on improper venue or forum non conveniens to the conduct of any such suit or action in any such court. Except where prohibited, Contest Contestants/entrants or prize awardees 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 or acceptance of any prize that may be awarded. The Contestant and Sponsor 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.

12. Privacy Policy: Entries are subject to Sponsor's Privacy Policy accessed through the bottom of www.Beachbody.com, www.TeamBeachbody.com, or as otherwise posted and updated on Sponsor's Web site.

13. 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: The Beachbody Challenge 2012 – 2013 Monthly Contest, 3301 Exposition Blvd., Santa Monica, California 90404. Winners' list requests must be received by December 31, 2013.

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