



BEACHBODY

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THE BEACHBODY CHALLENGE™ 2012 – 2013 DAILY CONTEST

OFFICIAL RULES

SPONSORED BY: BEACHBODY, LLC

1. Contest Period. The Beachbody Challenge 2012 – 2013 Daily Contest ("Contest") period begins at 12:00 AM Pacific Time ("PT") on September 4, 2012 and ends at 11:59 PM (PT) on March 31, 2013 ("Contest Period"). Beachbody, LLC's ("Sponsor") computer is the official time-keeping device for the Contest Period.

2. Daily Contest Description. During the Contest Period, Sponsor invites you ("you" or "Contestant") to submit an Entry (as defined herein) in The Beachbody Challenge 2012 – 2013 to share with Sponsor and the broader Beachbody® and Team Beachbody® community how a Beachbody fitness program (each, a "Beachbody Program") has changed your body and your life.

Each month during the Contest Period, Sponsor will pool all Entries received in The Beachbody Challenge 2012 – 2013 (since April 1, 2012) and judge them pursuant to the judging criteria below. Subject to the terms and conditions herein, the best and most inspirational, compelling and motivational transformations will win a \$500 (U.S. Dollars) prize – one winner will be selected for each day!

Winners of a daily prize will be eligible for The Beachbody Challenge 2012 – 2013 Monthly Contest, subject to the terms and conditions in the Official Rules for that contest which may be viewed by clicking on the links at the bottom of TheBeachbodyChallenge.com

3. How Can I Enter to Win a Prize in the Daily Contest? In order to enter the Contest and be eligible for a daily prize, you must submit a complete and valid entry in The Beachbody Challenge 2012 – 2013 as described below:

Note Regarding Judging Criteria: Although a complete and valid Entry requires the submission of photographs, essay questions and personal statistics, Sponsor will only judge the essay questions and personal statistics portion described below for purposes of awarding the daily prize. Please see the judging criteria below for details.

Entry Requirements:

In order to enter the 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 the 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, height, 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. For purposes of the Contest, 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. For purposes of the Contest, responses to this question will not be judged as part of the Contestant's Entry.

(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. For purposes of the Contest, 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. For purposes of the Contest, responses to this question will not be judged as part of the Contestant's Entry.

Entry Limits: You may submit one (1) Entry per calendar month during the Contest Period. It is your responsibility to update your contact information as necessary. Contestants may not win more than once per calendar month. Winners of a daily prize in any month remain eligible to compete and win a daily prize in subsequent months, and remain eligible to compete and win a prize in The Beachbody Challenge 2012 – 2013 Monthly Contest during the month in which they submitted their Entry. Contestants who do not win a daily prize in any calendar month may resubmit the same or revised Entries with all of the same items required for the initial Entry as

outlined above. Winners of any prior transformation contest sponsored in whole or in part by Sponsor, including The Beachbody Challenge 2012 – 2013 Monthly Contest, prior Beachbody Challenge contests from the 2011-2012 Beachbody Challenge, Million Dollar Body contests, or other contests, are eligible to enter the Contest 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 Beachbody Challenge 2012 – 2013 Monthly Contest, 2011-2012 Beachbody Challenge, Million Dollar Body contest, or other Sponsor-related contests.

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 may be disqualified.

4. How Will the Entries Be Judged?

On or around the second Monday of each month during the Contest Period, Sponsor will judge all Entries submitted in The Beachbody Challenge 2012 – 2013 (since April 1, 2012) according to the judging criteria below, and in its sole discretion, determine the best and most inspirational, compelling and motivational Entries to win a daily prize on each day of the following month. For example, in the month of November 2012, Sponsor will judge all Entries received on or around the second Monday of November 2012 to determine the winners of a daily prize for each day in December 2012, and so on. One winner will be selected for each day, in Sponsor's discretion.

Sponsor, whose decisions are final on all matters relating to the Contest, will judge the Entries based on the following judging criteria ("Judging Criteria"):

Essay Question Answers (90%): The essay question answers will be judged as follows:

- **Inspirational Story (45%):** Forty-Five Percent of the overall judging score will be based on the inspirational nature of your true and unique transformation story, including the originality, creativity and expressiveness of your transformation process.

- **Compelling Story (45%):** Forty-Five Percent of the overall judging score will be based on the compelling nature of your transformation story, including: (i) how Beachbody programs

have impacted your life and improved your health, well-being, energy, confidence; and (ii) the personal obstacles and sacrifices you may have overcome in achieving your transformation, including discussing your personal journey and the achievement you are most proud of (including any exercise regimens and dietary changes you made).

Statistics (10%): Ten Percent of the overall judging score will be based on the overall healthiest transformation result as evidenced by statistical changes (weight loss, muscle gain, measurements).

Tie Breaker: In the unlikely event of a tie in Sponsor's judging of the Contest, the potential winner(s) will be selected based on the highest ranking essay question answer score. If there is still a tie, the potential winner(s) will be selected based on the highest ranking statistics score.

The potential prize winners will be notified by email and/or phone at the email address or phone number given in the Entry. In Sponsor's discretion, the potential winner will be required to sign and return to Sponsor, within seven (7) 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 in Sponsor's discretion, it may be awarded to an alternate.

5. Prize:

One (1) prize of \$500.00 (U.S. Dollars) will be awarded to each winner chosen and verified by Sponsor in its sole discretion. Prizes are not transferable. No prize substitutions are allowed except at the sole discretion of Sponsor who reserves the right to substitute a prize of equal or greater value. Winners are solely responsible for any applicable local, state, federal and other taxes.

6. Who Can Enter? In order to enter the 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 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.

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 the 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.

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. 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 the Contests or any part of thereof for any reason, including without limitation, 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 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, 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 Daily Contest, 3301 Exposition Blvd., 3rd Floor, Santa Monica, California 90404. Winners' list requests must be received by December 31, 2013.

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