BEACHBODY

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THE BEACHBODY CHALLENGE™ 2011 – 2012 GRAND PRIZE CONTEST
OFFICIAL RULES
SPONSORED BY: BEACHBODY, LLC

1. Who Can Enter?

The Beachbody Challenge 2011 – 2012 Grand Prize Contest ("Grand Prize Contest" or "Contest") is open only to Contestants who were winners in one of The Beachbody Challenge 2011 – 2012 Monthly Contests ("Monthly Contest(s)") completed between August 1, 2011 – March 31, 2012 ("Contestants"). Individuals who were awarded a Monthly Transformation Prize in one of the Monthly Contests are eligible to compete for the Main Contest Grand Prize, subject to the terms herein ("Main Contest Contestant"). Individuals who were awarded a Bonus Shakeology® Story of the Month Prize in one of the Monthly Contests are eligible to compete for the Bonus Shakeology Grand Prize, subject to the terms herein ("Shakeology Contestant").

2. Grand Prize Contest Description:

Main Contest Grand Prize. Each winner of a Monthly Transformation Prize must submit a further entry as set forth herein to compete and potentially win prizes in the Grand Prize Contest subject to the terms herein. From the entire pool of Monthly Transformation Prize Winners who have submitted the required additional entry, Sponsor will select eight (8) Finalists, one each in eight (8) separate categories based on age and gender ("Finalist", as defined below). Subject to the terms and as set forth herein, each of the Finalists will be awarded a trip to the 2012 Team Beachbody Coach Summit, and will be further judged by Sponsor and voted on by the Beachbody® and Team Beachbody® community to determine the one man and one woman who have the best and most compelling transformation story to be the Main Contest Grand Prize Winners and to be awarded $100,000.

Bonus Shakeology Grand Prize. Each winner of a Bonus Shakeology Story of the Month Prize may compete and potentially win a Bonus Shakeology Grand Prize, subject to the terms herein. From the entire pool of Bonus Shakeology Story of the Month Prize Winners, Sponsor will select eight (8) potential Bonus Shakeology Grand Prize winners ("Potential Shakeology Winners"), comprising four men and four women. Subject to the terms and conditions as set forth herein, each of the Potential Shakeology Winners will be further judged by Sponsor and voted on by the Beachbody and Team Beachbody community to determine the one man and one woman who have the best and most compelling Shakeology story to be the Bonus Shakeology Grand Prize Winners and to be awarded $25,000.

Potential Coach Prizes. To the extent a Finalist or a Bonus Shakeology Grand Prize Winner has informed Sponsor through their original Entry that his/her personally sponsoring Team Beachbody Coach has been of importance in his/her particular transformation or Shakeology journey, such Coach will be eligible for a prize as set forth herein.

The complete Official Rules for the Beachbody Challenge 2011-2012 Monthly Contest may be viewed at
http://images.beachbody.com/tbb/challenge/Monthly Contest Rules.pdf

3. When Must Entries Be Submitted?

Contestants must submit their additional entries between 12:00 AM Pacific Time ("PT") on April 1, 2012 and 11:59 PM (PT) on April 16, 2012. All items required, as set forth in Section 4 below, must be received by the April 16, 2012 deadline. Late, incomplete, or otherwise non-conforming entries will be disqualified.

4. What is Required to Enter?

Main Contest Grand Prize: In order to enter and be eligible to compete to win a Main Contest Prize (whether a Finalist, Runner Up, or Grand Prize), Contestants must be current members, in good standing, of the Team Beachbody community, and must have created and maintained an updated profile page on TeamBeachbody.com (which includes his/her before and after photographs, statistics, biographical information, and transformation story) at the time their Grand Prize Entry is submitted and at the time the Contest prizes are awarded. In addition, as set forth below, Main Contest Contestants must submit at least one updated photograph, and must be available to attend the 2012 Team Beachbody Coach Summit to be held on or around June 22, 2012 through June 24, 2012 in Las Vegas, Nevada.

Updated Photograph(s): Each Main Contest Contestant must submit not less than one (1), but not more than three (3) current photographs which depict the Main Contest Contestant's actual, current physical appearance, and which were taken within the fifteen (15) day period prior to entry. The photographs must include at least one front, full length view (head-to-toe) showing the Main Contest 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. The updated photograph(s) must be submitted directly to our Grand Prize Contest Administrator at thebeachbodychallenge@beachbody.com.

The photograph(s) submitted should be the best quality possible, as image quality will be considered as part of the judgment criteria. To the extent possible, the updated photograph(s) should be similarly posed to those the Main Contest Contestant submitted in connection with his or her entries in the Monthly Contest, or be composed so that the maintenance 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 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. Sponsor reserves the right to disqualify entries that include photographs 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.

Bonus Shakeology Grand Prize: In order to enter and be eligible to compete to win a Bonus Shakeology Grand Prize, Shakeology Contestants must be current members, in good standing, of the Team Beachbody community, and must have created and maintained an updated profile page on TeamBeachbody.com (which includes his/her before and after photographs, statistics, biographical information and transformation story) at the time of their consideration for the Bonus Shakeology Grand Prize by Sponsor and at the time the Contest prizes are awarded. In addition, Shakeology Contestants must be available to attend the 2012 Team Beachbody Coach Summit to be held on or around June 22, 2012 through June 24, 2012 in Las Vegas, Nevada.

Availability for 2012 Team Beachbody Coach Summit: The Contestant, whether a Main Contest Contestant or a Shakeology Contestant, must be available to attend the 2012 Team Beachbody Coach Summit to be held on or around June 22, 2012 through June 24, 2012, in or around Las Vegas, Nevada, in the event that he/she is selected to be a Finalist (in the case of the Main Contest) or the Bonus Shakeology Grand Prize Winner (in the case of the Bonus Shakeology portion of the contest). As set forth herein, as part of a Prize, 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 2012 Team Beachbody Coach Summit, which shall be posted on the Team Beachbody Web site and provided to each eligible Contestant no later than May 1, 2012. As an express condition to Contestant's entry in the Contest and/or acceptance of a Contest Prize, Contestant will be required, in Sponsor's sole discretion, to provide an on-camera interview to take place during the 2012 Team Beachbody Coach Summit.

5. <u>How Will the Main Contest Grand Prize Entries Be Judged?</u>

A. Selection of Finalists: All Entries of the winners of a Monthly Transformation Prize in a Monthly Contest (including the Updated photograph(s)) will be sorted into the following eight (8) categories as of the deadline for the Contest period:

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

A panel of judges appointed by Sponsor will select eight (8) potential finalists, one from each category, from among the entrants in each category. The eight verified finalists ("Finalists") will be announced on or about May 1, 2012. The judging and selection of Finalists will be based on the judging criteria set forth in Section 7, below.

Potential Finalists will be notified by phone or email at the contact information provided upon the entry submission on or about April 28, 2012 and will be subject to verification. If not already provided to Sponsor, all potential 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 fails to sign and return the W-9 and affidavit of eligibility and liability/publicity

release within the required time period, any potential 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.

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

B. Selection of Grand Prize Winners: Once Sponsor's panel has selected the eight (8) Finalists, one each in the categories set forth above, subject to the terms set forth herein, Sponsor will post the Finalists' Monthly Entries on the Team Beachbody Web site from on or about May 1, 2012 to May 18, 2012. During that period, members of the Beachbody and Team Beachbody community, in good standing, will be able to view the Entries and vote for the two Entries—one male and one female—that they believe exemplify the best and most compelling overall transformation. Community members will be eligible to vote one time only for their top male pick and their top female pick once per day. The vote of the Community will account for 40% of the scoring to determine the potential Grand Prize Winners.

Sponsor's panel of judges will also judge each of the eight (8) Finalists pursuant to the judging criteria set forth herein. Sponsor's judging will account for 60% of each Finalist's total score.

The one male and one female Finalists who have the highest combined total score will be the potential Main Contest Grand Prize Winners. The Main Contest Grand Prize Winners will be announced at the 2012 Team Beachbody Coach Summit.

C. Tie Breakers: In the unlikely event of a tie in determining either the Finalists or the Grand Prize Winners, 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.

6. <u>How will the Bonus Shakeology Grand Prize Be Judged?</u>

All winners of a Bonus Shakeology Story of the Month Prize will be sorted into two categories—male and female—as of the deadline for the Contest period. A panel of judges appointed by Sponsor will select eight (8) (four men and four women) potential Shakeology Grand Prize winners ("Potential Shakeology Winners") from among such entrants. The eight verified Potential Shakeology Winners will be announced on or about May 1, 2012.

Subject to the terms set forth herein, Sponsor will post the Potential Shakeology Winners' previously submitted essay responses (including any optional Shakeology essay question response) and personal statistics on the Team Beachbody Web site from on or about May 1, 2012 to May 18, 2012. During that period, members of the Beachbody and Team Beachbody community, in good standing, will be able to view those essay responses and personal statistics and vote for the two—one male and one female—that they believe exemplify the best and most compelling Shakeology story. Community members will be eligible to vote one time per day for their top male pick and their top female pick. The vote of the Community will account for 40% of the scoring to determine the potential Bonus Shakeology Grand Prize Winners.

Sponsor's panel of judges will also judge each of Shakeology Contestants pursuant to the judging criteria set forth herein. Sponsor's judging will account for 60% of each Potential Shakeology Winner's total score.

The one male and one female Potential Shakeology Winners who have the highest combined total score will be the potential Bonus Shakeology Grand Prize Winners. The Bonus Shakeology Grand Prize Winners will be announced at the 2012 Team Beachbody Coach Summit.

Potential Shakeology Winners will be notified by phone or email at the contact information provided upon their monthly entry submission (or using any updated information they may have provided) on or about April 28, 2012 and will be subject to verification. If not already provided to Sponsor, all Potential Shakeology Winners 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 Shakeology Winner fails to sign and return the W-9 and affidavit of eligibility and liability/publicity release within the required time period, any potential prize, and/or the opportunity to be further voted on and judged for the Bonus Shakeology Grand Prize will be forfeited and will be awarded to an alternate, Potential Shakeology Winner receiving the second highest score in the applicable criteria category who is also subject to verification.

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

7. <u>What Judging Criteria Does Sponsor Use?</u>

Main Contest Grand Prize. Each time Sponsor, or the panel of judges appointed by Sponsor, judges an Entry for the Main Contest Grand Prize, the judging will occur using the following criteria:

<u>Photos (50%):</u> The overall transformation of each Contestant's appearance, judged both from the original "before" and "after" photographs as well as the current photograph of the Contestant shall constitute 25% of Sponsor's judging score, and the quality of the photographic images shall constitute an additional 25% of Sponsor's judging score.

<u>Statistics (25%):</u> The overall healthiest transformation result as evidenced by statistical changes (weight loss, muscle gain, measurements) shall constitute 25% of Sponsor's judging score.

<u>Essay Question Answers (25%):</u> 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 judging of the essay question answers shall constitute 25% of Sponsor's judging score.

Bonus Shakeology Grand Prize: When Sponsor, or the panel of judges appointed by Sponsor, judges for the Bonus Shakeology Grand Prize, the judging will occur using the following criteria:

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

Essay Question Answers (75%): The essay answers (including any optional Shakeology essay question response) will be judged on the inspirational nature of the Contestant's true and unique Shakeology story, as well as the originality, creativity, expressiveness and compelling nature of the Contestant's story, and how Shakeology 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 Shakeology, and how it has helped you both in your transformation journey and your everyday life. The judging of the essay question answers shall constitute 75% of Sponsor's judging score.

8. What are the Grand Prize Prizes?

Main Contest Finalist Prizes. Provided they meet the terms and conditions herein and have been verified by Sponsor, each of the eight (8) Finalists will be awarded a prize consisting of a three day, two night trip to Las Vegas, Nevada, on June 22, 2012 through June 24, 2012 to attend the 2012 Team Beachbody Coach Summit. The Main Contest Finalist Prize includes the following, all as provided by Sponsor: two (2) roundtrip coach airfare tickets (for the Finalist and one travel companion selected by the Finalist) from the gateway airport near the Finalist's place of actual residence to Las Vegas for the Team Beachbody Coach Summit; two (2) nights lodging accommodations for two (in one room) at local hotel; reasonable ground transportation to and from the airport (provided that you arrive and depart from the hotel with the general Sponsor group), hotel, and Convention location for each winner and one companion; and $100 per day for expenses. Expenses, fees, or other costs that are not expressly stated above, including any and all planning and/or expenses arising from or related to alternative or extended travel plans, are not included, and are the sole responsibility of the Finalist. 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 Team Beachbody Coach Summit. Sponsor will book the Finalist's and his/her travel companion's travel arrangements and hotel accommodations. Each winner and companion must be available for travel on the above designated dates, or the prize will be forfeited. Approximate retail value: $2,200.

Main Contest Runner-Up Prizes: Provided they meet the terms and conditions herein and have been verified by Sponsor, the six (6) Finalists who do not receive a Grand Prize will each be awarded a prize consisting of $25,000.

Main Contest Grand Prizes: Provided they meet the terms and conditions herein and have been verified by Sponsor, the two (2) Finalists, one male and one female, who have been selected as the Grand Prize winners as set forth herein, will each be awarded a prize consisting of $100,000.

Bonus Shakeology Grand Prizes: Provided they meet the terms and conditions herein and have been verified by Sponsor, each of the Bonus Shakeology Grand Prize Winners, one male and one female, will be awarded a prize consisting of (1) $25,000, and (2) a three day, two night trip to Las Vegas, Nevada, on June 22, 2012 through June 24, 2012 to attend the 2012 Team Beachbody Coach Summit. This includes the following, all as provided by Sponsor: two (2) roundtrip coach airfare tickets (for the Bonus Shakeology Winner and one travel companion selected by the Bonus Shakeology Winner) from the gateway airport near the Bonus Shakeology Winner's place of actual residence to Las Vegas for the Team Beachbody Coach Summit; two (2) nights lodging accommodations for two (in one room) at local hotel; reasonable ground transportation to and from the airport (provided that you arrive and depart from the hotel with the general Sponsor group), hotel, and Convention location for each winner and one companion; and $100 per day for expenses. Expenses, fees or other costs that are not expressly stated above, including any and all planning and/or expenses arising from or related to alternative or extended travel plans, are not included, and are the sole responsibility of the Bonus Shakeology Winner. 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 Team Beachbody Coach Summit. Sponsor will book the Bonus Shakeology Winner's and his/her travel companion's travel arrangements and hotel accommodations. Each winner and companion must be available for travel on the above designated dates, or the prize will be forfeited. Approximate retail value: $27,200.

Optional Personally Sponsored Coach Awards: In the event that a Main Contest Grand Prize Winner, a Main Contest Runner-Up Winner, or a Bonus Shakeology Grand Prize Winner has elected to answer the personally sponsoring Coach question in the affirmative, the personally sponsoring Coach of a Main Contest Runner-Up Winner will receive $5,000, the personally sponsoring Coach of a Bonus Shakeology Grand Prize Winner will receive $5,000, and the personally sponsoring Coach of a Main Contest Grand Prize Winner will receive $20,000. In order to receive these awards, the applicable 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 Monthly Contest Period and through the dates of the 2012 Team Beachbody Coach Summit 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.

All potential Finalists, including the Main Contest Grand Prize Winners and Runner-Up Winners, and all potential Bonus Shakeology Grand Prize Winners 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 Finalist, including the Main Contest Grand Prize Winners and Runner-Up Winners, or a potential Bonus Shakeology Grand Prize Winners 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.

All expenses, taxes, fees, insurance, or other costs that are not expressly stated above are not included in any prize and are the sole responsibility of the winner. Prizes are not transferable. No prize substitutions are allowed except at the sole discretion of Sponsor, who reserves the right to substitute a reward of equal or similar value. Any and all local, state, or federal taxes are the sole responsibility of the winner.

9. <u>Release and License</u>: 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, each Contestant agrees 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, you specifically represent that your additional photograph(s) submitted are original and current photographs depicting you as of the date set forth therein.

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 the Beachbody.com or any other 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.

10. 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. Further, as outlined above, participation in the Contest constitutes your consent to have your Entry and Your Content, including all photos, video, statistics, essays or other materials, submitted to the Beachbody community for review and voting in Grand Prize Contest.

As an express condition to your participation in the Contest and receipt of any prize(s), you acknowledge and agree that you will be required, in Sponsor's sole discretion, to provide an on-camera interview to take place during the 2012 Team Beachbody Coach Summit.

11. 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. Travel Companions of a Finalist will be required to sign and return a publicity/liability release, and if Travel Companion is a minor, his or her parent or legal guardian must sign and return a publicity/liability release on the minor's behalf. Winners are solely responsible for any and all state, local, and federal taxes. Subject to all applicable federal, state, and local laws and regulations. Void in any country outside of the United States of America, 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.

12. 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.

13. 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.

14. 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.

15. 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 2011 – 2012 Grand Prize Contest, 3301 Exposition Blvd., Santa Monica, California 90404. Winners' list requests must be received by December 31, 2012.

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