



BEACHBODY

*Decide. Commit. Succeed.*

**THE SHAKEOLOGY TRANSFORM YOUR HEALTH  
SUCCESS STORY CONTEST  
OFFICIAL RULES  
SPONSORED BY: PRODUCT PARTNERS, LLC**

**1. Monthly Contest Periods**

The first Shakeology Transform Your Health Success Story Contest ("Contest") period begins at 12:00 AM Eastern Standard Time ("EST") on January 1, 2010 and ends at 11:59 PM (EST) on January 31st, 2010. The second monthly Contest begins at 12:00 AM (EST) on February 1st, 2010 and ends at 11:59 PM (EST) on February 28th, 2010. The final monthly Contest begins at 12:00 AM (EST) on March 1st, 2010 and ends at 11:59 PM (EST) on March 31st, 2010.

**1. How Can I Enter to Win a Monthly Prize?**

In order to enter, you must do the following:

**First:** Complete the full entry form located at <http://teambeachbody.com/connect/contests>. All questions must be properly completed for a proper entry, including responses to the essay questions as directed on the entry form and in accordance with these Contest Rules. The entry form must be submitted along with the photograph described below to [ShakeologySuccessStories@beachbody.com](mailto:ShakeologySuccessStories@beachbody.com) (each entry form will include complete entry and submission instructions); and

**Second:** Submit a digital photograph which clearly shows your face with Shakeology packaging (either the 30-day supply bag or a single serving packet) to [ShakeologySuccessStories@beachbody.com](mailto:ShakeologySuccessStories@beachbody.com) with your completed entry form described above.

**Photograph and Essay Question Requirements:** Answers to each of the essay questions must be completed, and should range from

approximately fifty (50) to two hundred and fifty (250) words and be written by you in the English language and be original to you detailing the information sought in each question in a manner that is expressive, descriptive and responsive. The questions will include inquiries related to your experiences with Shakeology, and any associated changes, transformations or improvements you have noticed since taking Shakeology. Photographs must be of you alone with Shakeology packaging (either a 30 day supply package or individual serving packets) and 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 the time of entry and at the time any prize is awarded. Photographs may not be retouched, enhanced or modified in anyway 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.

**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. Monthly Contestants may enter subsequent monthly Contests by resubmitting the same but updated entries with all of the same items required for the initial entry as outlined above. Winners of any monthly Contest are eligible to compete in any subsequent monthly Contests.

## **2. How Will the Monthly Entries Be Judged?**

A panel of judges will review the entries and will select the most compelling essay responses (in the panel's discretion) from the properly completed entries as the winner.

## **3. Who Can Enter?**

Open only to legal residents of the United States, excluding Puerto Rico and the territories of Guam and the Virgin Islands, who are at least 18 years old or the age of majority in the contestant's legal state of residence. Employees of Sponsor, Product Partners,

LLC/Beachbody.com 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.

**4. Prizes:** One prize of \$5,000 will be awarded for each Contest to one selected and verified winning contestant.

The potential prize winner of any monthly Contest will be notified by email and/or phone at the email address or phone number given in the registration entry. The potential winner will be required to sign and return to Sponsor, within 10 days of notice or attempted notice, a current home address, a W-9 tax form, an affidavit of eligibility and liability/publicity release and the photographs and video submissions as requested by Sponsor in order to claim his/her prize. Sponsor will provide the potential winner a video camera to record a statement of the potential winner about their experience with Shakeology. **No prize will be distributed to the potential winner until a properly completed video submission is returned to Sponsor on Sponsor's video camera.** If a potential winner fails to sign and return the W-9 and affidavit of eligibility and liability/publicity release and applicable photographs and video materials 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 selected essay entry who is also subject to verification.

**5. Release:** By entering any monthly Contest or taking receipt of any prize you agree to release and hold harmless Sponsor, Product Partners, LLC/Beachbody.com, 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 a monthly Contest or receipt or use or misuse of any prize. By entering a monthly Contest, you represent that you have submitted original, current photographs depicting you for which you have all rights and authority of use. Further, you represent that all essay answers submitted are original to you, your genuine honest responses, and that you have not copied or in anyway taken all or any part of the essay answers from any other published or unpublished work, and that you have full rights and authority of use of such essay answers.

Further, by uploading or mailing photographs or essay answers, you grant the Released Parties the right to publish the photographs and/or essay answers on any Sponsor (and its respective subsidiaries' and affiliates') Web sites and to use the photos in connection with any Contest without compensation, except where prohibited by law.

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

**7. General Conditions:** Subject to all applicable federal, state, and local laws and regulations. Void in Puerto Rico, Guam, the Virgin Islands and any other country outside of the United States of America (including any other of its territories) and where prohibited by law. Contest is subject to all local, state and federal laws. Finalists and winners are solely responsible for any and all state, local and federal taxes. Prizes are not transferrable and may not be substituted, except at the sole discretion of Sponsor. The submission of an entry confirms your full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to all monthly contests. 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 monthly Contest(s), or any part of thereof, if any fraud, technical failure or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Contest(s) in any manner, or for any reason related to the administration of the Contest(s), as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of any monthly Contest or to be acting in violation of these Official Rules or any other Sponsor promotion or in an unsportsmanlike or disruptive manner. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**8. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by you or any other contestant, printing errors or by any of the equipment or programming associated with or utilized in any monthly Contest; (2) technical failures of any kind, including, but not limited to

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

**9. Disputes:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the you and Sponsor in connection with any monthly Contest, shall be governed by, and construed in accordance with, the laws of the State of California, U.S.A and resolved in California courts, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California. Except where prohibited, you hereby agree that any claims, disputes or actions of any kind shall be resolved individually, without resort to any form of class action and waive all rights to claim indirect, punitive, incidental, consequential damages and/or multipliers of damages and any other damages, other than for actual out-of-pocket expenses incurred as the result of participation in any monthly Contest. The parties hereby agree to waive their respective rights to a jury trial of any claim or cause of action related to or arising out of any monthly 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 any monthly 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.

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

**11. Winner's List and Rules:** For a winners list and/or a copy of these Official Rules, send a hand-printed, self-addressed, stamped envelope to "Shakeology Transform Your Health Success Story Contest" at 3301 Exposition Blvd., Third Floor, Santa Monica, California 90404. Winner list requests must be received by June 30, 2010.

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