BEACHBODY

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THE BEACHBODY CHALLENGE™ 2012 – 2013 QUARTERLY CONTEST
OFFICIAL RULES
SPONSORED BY: BEACHBODY, LLC

1. <u>Quarterly Contest Periods</u>. The Beachbody Challenge 2012 – 2013 Quarterly Contest ("Quarterly Contest" or "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 four (4) Quarterly Contest Periods within the Contest Period: the Spring 2012 Quarterly Contest Period begins on April 1, 2012 at 12:00 AM (PT) and ends on June 30, 2012 at 11:59 PM (PT); the Summer 2012 Quarterly Contest Period begins on July 1, 2012 at 12:00 AM (PT) and ends on September 30, 2012 at 11:59 PM (PT); the Fall 2012 Quarterly Contest Period begins on October 1, 2012 at 12:00 AM (PT) and ends on December 31, 2012 at 11:59 PM (PT); the Winter 2013 Quarterly Contest Period begins on January 1, 2013 at 12:00 AM (PT) and ends on March 31, 2013 at 11:59 PM (PT) (each, a "Quarterly Contest Period"). Beachbody, LLC's ("Sponsor") computer is the official time-keeping device for the Contest Period and each Quarterly Contest Period.

2. <u>Quarterly Contest Description</u>. During each Quarterly Contest Period, individuals will have submitted photographs, essay answers, and other materials in The Beachbody Challenge 2012 – 2013 Monthly Contest ("Monthly Contest") pursuant to the Monthly Contest Official Rules. At the end of each Quarterly Contest Period, subject to the terms herein, the submission materials of the winners of a Monthly Transformation Prize in the Monthly Contests during the Quarterly Contest Period will be automatically entered into that applicable Quarterly Contest. For example, a winner of a Monthly Transformation Prize in the Monthly Contest occurring in November will be entered in the Fall 2012 Quarterly Contest. Those winners will be separated into two groups, male and female, and their submission materials will be posted on The Beachbody Challenge page located at TeamBeachbody.com for a period of one week (seven days) (for each Quarter, the "Voting Period"). During the Voting Period, the Team Beachbody® community will vote for the Quarterly Contest Entry (defined below) in each category that exemplifies the best and most compelling transformation. Subject to the terms and conditions herein, the Quarterly Contest Entry in each category in each Quarterly Contest Period that receives the most votes will be the potential winner of a Quarterly Contest Prize which includes $5,000 (U.S. Dollars) and a trip to Los Angeles, California.

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

3. Who Will Be Entered? Each Contestant who is awarded a Monthly Transformation Prize in a Monthly Contest (you or "Contestants") will automatically be entered in the applicable Quarterly Contest during which they qualify. For example a winner of a Monthly Transformation Prize in the Monthly Contest occurring in November 2012 will automatically have his or her winning submission materials, including all photos, essays, and other material submitted in the Monthly Contest, entered in the Fall 2012 Quarterly Contest ("Quarterly Contest Entry"). Winners of any Quarterly Contest are not eligible to win and will not be entered in subsequent Quarterly Contests. All Quarterly Contest winners remain eligible to compete in The Beachbody Challenge 2012 – 2013 Grand Prize Contest due to their status as Monthly Contest winners.

4. When and How Will the Quarterly Contest Voting be Conducted? At the end of each Quarterly Contest Period, all Quarterly Contest Entries applicable to that Quarterly Contest Period will be sorted into two (2) categories, one (1) male and one (1) female category, and posted on the Team Beachbody® Web site during the applicable Voting Period. Quarterly Contest Entries will be posted on the The Beachbody Challenge page located at www.TheBeachbodyChallenge.com by noon (PT) on or around the third Monday of the month following each Quarterly Period. Spring 2012 Quarterly Contest Entries will be posted by noon (PT) on or around July 16, 2012. Summer 2012 Quarterly Contest Entries will be posted by noon (PT) on or around October 15, 2012. Fall 2012 Quarterly Contest Entries will be posted by noon (PT) on or around January 21, 2013. Winter 2013 Quarterly Contest Entries will be posted by noon (PT) on or around April 15, 2013.

During the applicable Voting Period, members of the Team Beachbody community will be able to view the Quarterly Contest Entries and vote for the Quarterly Contest Entry in each category that they believe exemplifies the best and most compelling overall transformation. Community members will be eligible to vote only for their top pick in each category (i.e., one male and one female) each day of the Voting Period during each Quarterly Contest Period.

The Quarterly Contest Entry in each category that receives the highest number of votes during the Voting Period in each Quarterly Contest Period will be named the potential winners for the applicable Quarterly Contest.

Tie Breaker: In the event of a tie in either category, the potential winner(s) will be determined based on the highest ranking scores achieved by the tied entrants in the Monthly Contest in which they were judged winners.

Potential winners of a Quarterly Contest will be notified by phone or email at the contact information provided by the Contestant in the Entry submission on or about 3 days following completion of the applicable Voting Period and will be subject to verification. To the extent they have not already done so, potential winners of a Quarterly Contest will be required to sign and return a W-9 tax form (or W-8 tax form for non-US residents), and an affidavit of eligibility and liability/publicity release within 7 days of notification. If a potential Quarterly Contest 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 winner who received the second highest number of votes in the applicable category for the applicable Quarterly Contest Period.

5. What are the Quarterly Prizes?

Contestant Quarterly Prize: There will be two (2) potential winners in each Quarterly Contest Period, a male and a female, who will each be awarded a prize consisting of (1) $5,000 (U.S. Dollars), and (2) a three day, two night trip to Los Angeles, California, the exact dates of which will be scheduled according to the availability of the winner, but in no event later than three months after being notified of winning such prize. The trip to Los Angeles includes the following, all as provided by Sponsor: two (2) roundtrip coach airfare tickets (for the Quarterly Prize Winner and one travel companion selected by the Quarterly Prize Winner) from the gateway airport near the Quarterly Prize Winner's place of actual residence to Los Angeles; two (2) nights lodging accommodations for two (in one room) at local hotel; reasonable ground transportation to and from the airport; $200.00 (U.S. Dollars) per diem for food and miscellaneous expenses; a professional testimonial shoot and photo shoot for potential use in the Official Success Story Video; a tour of Beachbody's headquarters; and a choice of ticket to select local events (with options to be provided by Sponsor). 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 Quarterly Prize 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 Los Angeles. Sponsor will book the Quarterly Prize Winner's and his/her travel companion's travel arrangements and hotel accommodations. Prize will be awarded pending verification. Each winner and companion must be available for travel on the above designated dates, or the prize will be forfeited. Approximate retail value: $3,500.00.

Travel Companions of a Quarterly Prize Winner 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.

Optional Quarterly Personally Sponsored Coach Award: In the event that a Quarterly Prize Winner elected to answer the optional personally sponsoring coach question in the Monthly Contest in the affirmative, the Quarterly Prize Winner's personally sponsoring coach will receive $1,000 (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.

Expenses, taxes, fees, insurance, or other costs that are not expressly stated above are not included in any reward 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.

6. <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, 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 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.

7. <u>Publicity</u>: 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 Team Beachbody home page and creation of promotional videos featuring the winners.

Except where prohibited, participation in a Quarterly Contest constitutes each 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 The Beachbody Challenge home page and creation of promotional videos featuring the winners. Further, as outlined above, participation in any Quarterly 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 the Quarterly and Grand Prize contests.

8. 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. 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.

9. 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.

10. Disputes: All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the Contestant/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.

11. 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.

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

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