



BEACHBODY

*Decide. Commit. Succeed.®*

**WOWY® SUPERGYM 2011-2012 SWEEPSTAKES  
OFFICIAL RULES  
SPONSORED BY: BEACHBODY, LLC**

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. Sweepstakes Period:** The first WOWY SuperGym® 2011-2012 Sweepstakes begins on August 1, 2011 at 12:00 a.m. Pacific Time ("PT") and ends on August 1, 2011, at 11:59 p.m. PT. Subsequent Sweepstakes take place on a daily basis, and begin at 12:00 a.m. PT and end at 11:59 p.m. PT each day thereafter for a period of 243 days, unless earlier terminated or extended by Beachbody, LLC ("Sponsor") in its sole discretion. The final Sweepstakes begins on March 31, 2012 at 12:00 a.m. PT and ends on March 31, 2012 at 11:59 p.m. PT. Sponsor's computer is the official time keeping device for each of the Sweepstakes (individually and collectively, the "Sweepstakes").

**2. How to Enter:** In order to enter the Sweepstakes you must be a member of the Team Beachbody® online community. Once you are a member of the Team Beachbody online community, there are two ways you can register to enter the daily Sweepstakes: (a) by submitting an entry in The Beachbody Challenge 2011-2012 Monthly Contest ("Monthly Contest") and thereafter submitting your workout and entry in WOWY Sweepstakes, or (b) by signing up, committing to get fit, and getting healthy and more physically fit and thereafter submitting your workout and entry in WOWY Sweepstakes. The details on how to become a member of the Team Beachbody online community, how to enter the Monthly Contest and submit an entry in the WOWY Sweepstakes, and how to commit to get fit and submit an entry in the WOWY Sweepstakes are all described below.

Becoming a Member of the Team Beachbody Community. There are two ways to become a member of the Team Beachbody online community – in either case your registration must include your current full name, email, home address, telephone number, and current photo (optional in Tennessee) (see [www.teambeachbody.com/signup](http://www.teambeachbody.com/signup) for details). First, you can register and become a member of the Team Beachbody Club ("Beachbody Club") and a member of the Team Beachbody online community at [www.teambeachbody.com/signup](http://www.teambeachbody.com/signup) by paying the current Beachbody Club fees and completing the information required on your profile page (see [www.teambeachbody.com/signup](http://www.teambeachbody.com/signup) for details). Second, you can register and become a member of the Team Beachbody online community for free by going to [www.teambeachbody.com/signup](http://www.teambeachbody.com/signup) and following the instructions including completing the information required on your profile page (see [www.teambeachbody.com/signup](http://www.teambeachbody.com/signup) for details).

Submit Your Transformation Story/Enter Monthly Contest. Once you have registered and are a member of the Team Beachbody online community, enter the Monthly Contest by submitting a valid Entry (as defined in the Monthly Contest Rules), including your before and after photographs, essay question answers, and other material as set forth on the Monthly Contest page located at [www.TheBeachbodyChallenge.com](http://www.TheBeachbodyChallenge.com). For complete Official Rules for the Monthly Contest, including the information you must submit to enter, please see the Monthly Contest page located at [www.TheBeachbodyChallenge.com](http://www.TheBeachbodyChallenge.com).

After submitting your entry for the Monthly Contest, you will need to log on to WOWY SuperGym and enter one workout session on or after the day you register to receive one (1) entry into the daily Sweepstakes for the day upon which your workout entry is received. You must submit the completed workout form by 11:59 pm PT for each day you wish to enter the Sweepstakes. If you have submitted an entry in the Monthly Contest, as long as your Team Beachbody account is current, you may enter subsequent daily Sweepstakes merely by logging into the WOWY SuperGym and entering that day's workout under your account.

Commit to Get Fit at TeamBeachbody.com. Alternatively, once you have registered and are a member of the Team Beachbody online community, you can enter the Sweepstakes by visiting [www.TheBeachbodyChallenge.com](http://www.TheBeachbodyChallenge.com) and following the "Commit to Get Fit" links and instructions to complete the registration process in order to provide Beachbody with your pledge to get fit and more healthy within a stated period of time, generally no more than four months.

Once you have submitted your commitment to get fit to Beachbody, you will need to log on to WOWY SuperGym and enter one workout session on the same or any later day (until your commitment to get fit expires) to receive one (1) entry into the daily Sweepstakes for the day upon which your entry is received. You must submit the completed workout form by 11:59 pm PT for each day you wish to enter the Sweepstakes. If you have not entered the Monthly Contest, you will be eligible to enter the Sweepstakes so long as your Team Beachbody account is current and (1) the time period set forth in your commitment to get fit has not expired, or (2) you have completed your commitment and have submitted a valid Entry in the Monthly Contest. If, however, the time period set forth in your commitment to get fit has expired and you have not submitted a valid Entry in the Monthly Contest, you can still participate in subsequent Sweepstakes by renewing your commitment to get fit through the "Commit to Get Fit" links and instructions on [www.TheBeachbodyChallenge.com](http://www.TheBeachbodyChallenge.com) for an additional period of time. As long as your Team Beachbody account is current, you may enter subsequent daily Sweepstakes merely by logging into the WOWY SuperGym and entering that day's workout under your account.

**Limit:** One (1) entry per daily Sweepstakes regardless of method used and number of times accessing the WOWY SuperGym during each daily period. The use of multiple email addresses, identities, registrations and log-ins, automated systems or any other attempt to obtain multiple daily entries will result in disqualification of all entries. The provision of false or incomplete information during the registration process and/or in an entry will result in the disqualification of that entry. In the event of a dispute as to any entry, the authorized account holder of the email address used to logon will be deemed to be the valid entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other authorized entity. The potential winner may be required to verify authorized account holder status.

**Photograph Requirements:** The profile photograph must be a current depiction of you and must clearly include your face (but need not also include a full-body view). Sponsor reserves the right to disqualify entries that include photographs which are deemed, at Sponsor's sole

discretion, to be lewd, pornographic, fake, doctored, enhanced, offensive or inappropriate in any manner. In addition, upon submission, the profile photograph must be set by the entrant to "public viewing" and any profile photographs set for "private viewing" will be disqualified. All entries become the property of Sponsor, will not be acknowledged or returned and are submitted subject to the release paragraph below.

**3. Eligibility:** Each daily Sweepstakes is open only to legal residents of the United States who are at least 18 years old or the age of majority in the entrant's legal state of residence and have access to log into the WOWY SuperGym through the Internet at the time of entry. Employees of Sponsor, Team Beachbody, and their parent and affiliate companies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. Subject to all applicable federal, state, and local laws and regulations. Void where prohibited by law. By submitting an entry, you confirm your full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein. Entries become the property of Sponsor and will not be acknowledged or returned.

**4. Prize Drawing:** Sponsor will randomly select one (1) potential daily Sweepstakes winner from all eligible entries received during each particular daily Sweepstakes period on or about the following day. The first Sweepstakes drawing will take place on or about August 2, 2011. Odds of winning any daily Sweepstakes depend on the total number of eligible entries received for that day.

The potential prize winner for any daily Sweepstakes will be notified by email at the email address given in the registration entry. The potential winner will be required to sign and return to Sponsor, within 7 days of notice or attempted notice, a W-9 tax form and an affidavit of eligibility and liability/publicity release in order to claim his/her prize. Upon timely receipt of the potential winner's form, affidavit and release, Sponsor will process such materials, and then mail the prize to the potential winner. Potential winners should expect to receive the prize within 4 to 8 weeks. If a potential winner (1) provides false information on his/her registration and/or entry form, or is otherwise disqualified pursuant to these Official Rules, or (2) 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, randomly selected potential winner who is also subject to verification.

**5. Prize:** One (1) prize of \$500.00 will be awarded per daily Sweepstakes to one (1) verified winner. 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. Daily winners are solely responsible for any applicable local, state or federal taxes.

**6. Release:** By entering any daily Sweepstakes or taking receipt of any prize, 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 Sweepstakes or receipt or use or misuse of any prize. By entering the Sweepstakes, you represent that the photograph(s) provided is an original, current and accurate depiction of you for which you have all rights and authority of use. Further, by uploading the photograph, you grant the Released Parties the right to publish the photo on the

www.teambeachbody.com website and related Team Beachbody and Beachbody websites, and to use the photo in connection with the Sweepstakes without compensation, except where prohibited by law.

**7. Publicity:** Except where prohibited by law, participation in any daily Sweepstakes constitutes your express and irrevocable consent to Sponsor's and its agents' worldwide use of your name, likeness, photograph, workout information, 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.

**8. General Conditions:** Winning a prize in any daily Sweepstakes 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 your sole obligation. Sponsor reserves the right to cancel, suspend and/or modify any and/or all daily Sweepstakes, or any part 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 Sweepstakes in any manner, or for any reason related to the administration of the Sweepstakes, 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 Sweepstakes 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 or any other provision herein.

**9. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in any Sweepstakes; (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 Sweepstakes 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 entrant's participation in any Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in any Sweepstakes, provided that if it is not possible to award another entry due to discontinuance of any Sweepstakes. No more than the stated number of prizes will be awarded. In event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

**10. Disputes:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with Sweepstakes, 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, entrants 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 Sweepstakes. 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 Sweepstakes. 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 Sweepstakes, 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 current Privacy Policy accessed through the bottom of <http://www.teambeachbody.com/> or otherwise posted and updated on Sponsor's website.

**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 "WOWY SuperGym 2011-2012 Sweepstakes" at 3301 Exposition Blvd., Third Floor, Santa Monica, California 90404. Winner list requests must be received by December 31, 2012. Vermont residents may exclude return postage.

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