



BEACHBODY

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## THE BEACHBODY® HEALTH BET – JANUARY 2017

### OFFICIAL RULES

SPONSORED BY: BEACHBODY, LLC

**1. Contest Description.** Beachbody wants to bet that you will fall in love with getting healthy! To get things started, Beachbody will put One Million Dollars (\$1,000,000.00) into a prize pool, and will additionally contribute Five Dollars (\$5.00) for every Beachbody Challenge Pack sold through TeamBeachbody.com between October 31, 2016 and December 31, 2016, for a minimum prize pool of Two Million Dollars (\$2,000,000.00) and up to a maximum prize pool of Three Million Dollars (\$3,000,000.00) (collectively, the "Prize Pool"). For purposes of clarification, in the event that the Prize Pool does not reach Two Million Dollars by 11:59:59 p.m. on December 31, 2016, Beachbody will contribute the difference necessary to bring the Prize Pool total to Two Million Dollars. Subject to Beachbody's verification, each contestant who has met all requirements in these Official Rules at the end of the Contest Period will split the Prize Pool equally, meaning that each qualifying contestant will win an equal share of the Prize Pool (the "Prize"). Sponsored by Beachbody, LLC: 3301 Exposition Blvd., Santa Monica, CA 90404.

**2. Contest Period; Submission Periods.** The Beachbody Health Bet – January 2017 ("Contest") begins at 12:00:00 a.m. Pacific Time ("PT") on January 9, 2017 and ends at 11:59:59 p.m. PT on February 5, 2017, unless earlier terminated or extended by Beachbody, LLC ("Beachbody," or "Sponsor") in its sole discretion ("Contest Period"). There are four (4) separate submission periods within the overall Contest Period (each, a "Submission Period," and collectively the "Submission Periods"), which begin and end as follows:

- Submission Period 1 begins on January 9, 2017 at 12:00:00 a.m. PT and ends on January 15, 2017 at 11:59:59 p.m. PT.
- Submission Period 2 begins on January 16, 2017 at 12:00:00 a.m. PT and ends on January 22, 2017 at 11:59:59 p.m. PT.
- Submission Period 3 begins on January 23, 2017 at 12:00:00 a.m. PT and ends on January 29, 2017 at 11:59:59 p.m. PT.
- Submission Period 4 begins on January 30, 2017 at 12:00:00 a.m. PT and ends on February 5, 2017 at 11:59:59 p.m. PT.

Sponsor's computer is the official time keeping device for the Contest.

**3. Eligibility.** The Contest is open only to Team Beachbody members (both Premium and Basic members are eligible as set forth below) who are legal residents of the fifty (50) United States and the District of

Columbia, Puerto Rico, and Canada (excluding Quebec), and who are at least eighteen (18) years of age or the age of majority in their respective state/jurisdiction of permanent residence at the time of entry. Employees, officers, and directors of Sponsor or its parents, subsidiaries, and affiliates, and members of their immediate families (spouses, parents, siblings and children, regardless of where they live) and those living in the same household are not eligible to enter or win. Sponsor reserves the right to verify the eligibility of winners. Participation in the Contest constitutes your full and unconditional agreement to these Official Rules and to Sponsor's decisions, which are final and binding in all matters related to the Contest.

**4. How to Enter.** To enter the Contest and be eligible to win the Prize, you ("you," or "Contestant") must submit all of the required Submission Materials (as defined herein) during each Submission Period and meet all other entry requirements in accordance with these Official Rules (collectively, an "Entry").

#### **Entry Requirements:**

- a. **Team Beachbody account.** You must be a current Team Beachbody member (whether a Premium or free Basic member), and you must provide all required information on your profile page, including your current full name, email, and home address (see [www.TeamBeachbody.com](http://www.TeamBeachbody.com) for details). You must have a valid and active Team Beachbody account in order to request access to any Challenge Group (see Section d. below). In order to be eligible to receive the Prize, you must be a valid and active Team Beachbody member at the time you sign up for a Challenge Group (see below for details), at all times during the Contest Period, and at the time the Prize is awarded.
- b. **Download the My Challenge Tracker app.** You must download and activate Beachbody's "My Challenge Tracker" app, which is available as a free download on the App Store (for iOS users) and Google Play (for Android users).

Access: You must provide at your own expense the equipment, Internet connections, and service plans to download and access the My Challenge Tracker app. Sponsor does not guarantee that the My Challenge Tracker app will be accessible/available in all geographic locations. You acknowledge that your wireless carrier or other Internet service provider may charge you fees for data, messaging, and/or other wireless access. Check with your carrier or other service provider prior to downloading or accessing the My Challenge Tracker app if you are concerned that any such fees or other charges would apply to you.

- c. **Get Your Shakeology®.** You will want to make sure you have a supply of Shakeology, as logging your Shakeology use is part of the entry requirements (see Submission Materials section below for additional details). To learn more about Shakeology, visit [www.Shakeology.com](http://www.Shakeology.com) or contact your independent Team Beachbody Coach for details.

Residents of Arizona, Colorado, Maryland, Canada, and Puerto Rico: If you are a legal resident of Arizona, USA; Colorado, USA; Maryland, USA; Canada, or Puerto Rico, you may request an exemption from the Shakeology requirement, meaning that you will not be required to have Shakeology or log Shakeology use in order to submit an Entry and be eligible for the Prize—but see the Submission Materials section below for additional details and alternative requirements. In order to request this exemption, you must go [here](http://here) or enter the following URL in your browser: <https://fs18.formsite.com/TeamBeachbody/form181/index.html?1478211425690>, and you must provide all of the required information, including your:

- Full name
- Mailing address (must be a valid physical address in Arizona, Colorado, Maryland, Canada or Puerto Rico (P.O. Boxes are not accepted))
- Day and evening telephone numbers
- Email address (which must match the email address associated with your Team Beachbody account)

Exemption requests must include all of the information above and must be received by Sponsor no later than 11:59:59 p.m. PT on January 9, 2017. Sponsor is not responsible or liable for any incomplete, corrupted, false, late, misdirected, undelivered, or unprocessed exemption requests, regardless of cause. If you do not submit your exemption request by 11:59:59 p.m. PT on January 9, 2017 or otherwise fail to qualify for exemption under the terms herein, you may still participate in the Contest and be eligible to win the Prize by meeting all of the requirements set forth in these Official Rules, including those requirements for non-exempt contestants.

- d. **Join a Challenge Group.** You must join a Challenge Group, and there are two ways to do so: (i) you can contact your Coach and request to join or accept an invitation to join an existing Challenge Group (please note that if you want to sign up for a Challenge Group, you will need to have been invited into a Challenge Group by a Coach prior to doing so); or (ii) if you do not know anyone hosting a Challenge Group during the Contest Period, you may contact Sponsor and request access to join a Team Beachbody-hosted Challenge Group.

If you are requesting to join a Team Beachbody-hosted Challenge Group, you must submit your request by visiting [http://tbbcoa.ch/BBHealthBet\\_TBBCChallengeGroup](http://tbbcoa.ch/BBHealthBet_TBBCChallengeGroup) beginning on December 27, 2016 at 12:00:00 a.m. PT, and you must submit your request no later than 11:59:59 p.m. PT on January 9, 2017, at which point Sponsor will process your request and send you a Challenge Group invitation no later than 6:00:00 p.m. PT on January 10, 2017. You must have a valid and active Team Beachbody account in order to request access to any Challenge Group, and you must join a Challenge Group no later than 11:59:59 p.m. PT on January 15, 2017 in order to enter the Contest and be eligible to win the Prize. Sponsor reserves the right to decline any request to join a Team Beachbody-sponsored Challenge Group in its sole discretion.

- e. **Submission Materials.** During the Contest Period, you must track your progress and upload the required items as listed in paragraphs (A) and (B) below through the My Challenge Tracker app (collectively, "Submission Materials").

(A) Shakeology Tracking & Photo Upload: During each Submission Period, you must log a minimum of five (5) Shakeology uses by tapping "Add Shakeology" in the My Challenge Tracker app, and you must also upload a corresponding photo of your Shakeology on its own, or yourself preparing or consuming your Shakeology for that day within the same Shakeology log in the My Challenge Tracker app (see Photograph Requirements below for additional details). You must consume your Shakeology a minimum of five (5) different days during each Submission Period to be eligible to win the Prize (for clarification, this means you must log and upload a photo of your Shakeology or you consuming Shakeology on at least twenty (20) different days by the end of the Contest Period). Although you must consume Shakeology on at least five (5) different days during each Submission Period, you may log multiple

Shakeology uses and upload the required photos on a single day. For each Submission Period, you must log all of your Shakeology uses and upload all corresponding photos no later than 11:59:59 p.m. PT on the last day of that Submission Period (for example, you must log all five (5) Shakeology uses and upload all five (5) corresponding photos for Submission Period 1 by no later than 11:59:59 p.m. PT on January 15, 2017). Uploads to any website, application, or platform other than the My Challenge Tracker app will not be counted as part of an entry.

For Residents of Arizona, Colorado, Maryland, Canada, and Puerto Rico: If you submitted an exemption request, meet the requirements for exemption in accordance with Section 4.c. above, and have been notified by Sponsor that you have been exempted, then you are not required to submit the Submission Materials listed in this Section 4.e.(A); *however*, you must still complete the requirements in Section 4.e.(B) below including the alternative Entry requirements detailed in that Section.

(B) Workout Tracking: During each Submission Period, you must log a minimum of three (3) completed workouts (whether you used a Beachbody program or otherwise) during each Submission Period by tapping “Add Workout” in the My Challenge Tracker app. Each workout must be done on a different day, but you may log multiple workouts on a single day. For each Submission Period, you must log all workouts no later than 11:59:59 p.m. PT on the last day of that Submission Period (for example, you must log all three (3) workouts for Submission Period 1 by no later than 11:59:59 p.m. PT on January 15, 2017).

Alternative Entry Requirements for Residents of Arizona, Colorado, Maryland, Canada, and Puerto Rico: If you submitted an exemption request, meet the requirements for exemption in accordance with Section 4.c. above, and have been notified by Sponsor that you have been exempted, then for each Submission Period, in addition to logging three (3) completed workouts, you must also upload one (1) corresponding photo of yourself before, during or immediately after your workout within the same workout log in the My Challenge Tracker app.

**Photograph Requirements:** Photos should be of the best quality possible. You must own the rights to all photos you submit 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. With the exception of using the photo filters available in the My Challenge Tracker app, photos may not be retouched, enhanced, or modified in any way from the originals. Sponsor reserves the right to disqualify any Entry that includes photographs or other materials that are deemed, at Sponsor's sole discretion, to be not your own, lewd, pornographic, false, doctored, enhanced, offensive, or inappropriate in any manner. All entries (including submission materials) become the property of Sponsor and will not be acknowledged or returned.

**Entry Limits:** Limit one (1) Entry per person during the Contest Period. You may only submit an Entry from one (1) Challenge Group during the Contest Period, and you may not combine Submission Materials from multiple Challenge Groups. If it is determined by Sponsor that a contestant is using multiple accounts to join multiple Challenge Groups and therefore obtain unauthorized entries into the Contest, then all of that contestant's entries from any and all accounts/Challenge Groups will be disqualified. In the event of a dispute regarding an entry, entries will be deemed made by the authorized account holder of the e-mail address associated with the applicable Team Beachbody account at the time of entry. The “authorized account holder” is the natural person who is assigned to the e-mail address by an internet access provider or other organization that is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address. Bulk, automated and/or third party entries are prohibited and will be disqualified.

Multiple contestants are not permitted to share the same email address or Team Beachbody account. Any attempt by any contestant to obtain more than the stated number of entries by using multiple and/or different identities, forms, registrations, email addresses, logins, or any other methods will void that contestant's entries, and that contestant may be disqualified at Sponsor's discretion. Potential winners may be required to show proof of being the authorized account holder to Sponsor or forfeit the Prize. Entries that are incomplete, illegible, corrupted, false, lost, late or misdirected, deceptive or otherwise not in compliance with these Official Rules may be disqualified at Sponsor's sole and absolute discretion.

**5. Winner Announcement; Notification; Requirements.** Each potential winner will be contacted by Sponsor on or around February 8, 2017 at the email address on file. It is solely the responsibility of each contestant to make sure his/her Team Beachbody account information is accurate and current. Each potential prize winner will be required to sign and return, within seven (7) days of notification or attempted notification, an Affidavit of Eligibility, a Liability Waiver, a W-9 Form (or Form W-8BEN for non-US residents) and where allowable, a Publicity Release (collectively, "the Releases"). These Releases will require the prize winner to furnish his/her Social Security Number for the sole purpose of tax reporting, as required by law. If a potential winner fails to sign and return the Releases within the required time period, or if attempted delivery of their prize is rejected, refused, or otherwise fails for any reason beyond Sponsor's control, then that potential winner's prize will be forfeited and retained by Sponsor.

Verification of Potential Winners: All potential winners are subject to verification by Sponsor, whose decisions are final and binding in all matters related to the contest. A contestant is not a winner of any prize unless and until contestant's eligibility has been verified and contestant has been notified that verification is complete.

**6. Prize.** Subject to Sponsor's verification and receipt of all required forms, each contestant who submits a complete Entry and meets all requirements in these Official Rules will win an equal share of the Prize Pool, which will be distributed as follows:

- For active Team Beachbody Coaches: The Prize will be distributed in the form of a bonus check adjustment no later than the bonus week ending March 22, 2017. US Coaches will be paid in US dollars, and Canadian Coaches will be paid in Canadian dollars.
- For non-Coaches: The Prize will be distributed in US dollars in the form of a US company check, which will be mailed to the Contestant within 4-6 weeks following Sponsor's receipt and verification of all required forms and entry materials.

Prize is not assignable or 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. Prize winners are solely responsible, at their own costs, for all matters relating to the prize, including but not limited to all federal, state and local taxes. It is the sole responsibility of the prize winner to seek independent counsel regarding tax implications. Other restrictions may apply. Sponsor will not replace any lost or stolen prizes. You agree to reimburse Sponsor for any prize fraudulently obtained by you.

**7. Release.** By participating in the Contest in any way, uploading or making any Entry for consideration, or taking receipt of or using 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, any cause of action arising from Your Content as set forth and in violation of Section 8 below, personal injury, death, or damage to or loss of property or privacy arising out of your participation in the Contest, any posting online, public display or otherwise using of any part of your Entry, and/or receipt or use or misuse of any prize that may be awarded.

**8. Your Content; License.** By uploading or submitting any Entry, including any information, text, images, audio, video and any other content (collectively, "Your Content") and otherwise entering the Contest, you represent that (a) the Entry and Your Content is truthful, original to you, and does not contain any material that would defame or otherwise violate or infringe upon the rights of any third party, including any patent, trademark, publicity, privacy, moral, trade secret, copyright and/or other proprietary rights, and does not violate any applicable federal, state or local laws or ordinances, (b) you own or have the necessary licenses, rights, consents and permissions to use and allow the use of the Entry and Your Content, including any and all patent, trademark, publicity, privacy, moral, trade secret, copyright, and/or other proprietary rights therein, 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 you have not copied or in any way taken any of the Entry or Your Content from any third party.

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 now known or hereinafter devised, as determined by Sponsor in its sole discretion. This includes, but is not limited to, 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 and Your Content and all aspects thereof: (a) in and in connection with any product, recording, video, advertisement, infomercial, or any advertising or promotional material; and (b) on Beachbody.com, TeamBeachbody.com, or any other website, webpage or application owned, operated by or related to Sponsor. You grant Sponsor the right and license to use the Entry and Your Content and all aspects thereof, as set forth herein, in any way Sponsor determines whether with or without providing any attribution or compensation to you, except where prohibited by law. Notwithstanding the foregoing, you expressly acknowledge and agree that nothing herein shall require Sponsor to utilize any portion of Your Content.

You agree to indemnify and hold harmless the Released Parties from and against any and all costs, damages, losses and expenses (including attorneys' fees) arising from any third party trademark, copyright, intellectual property, right of publicity or other claims arising out of the use of the your Entry or Your Content.

**9. Publicity; Marketing.** Except where prohibited by law, your participation in the Contest constitutes your express and irrevocable consent to Sponsor's and its agents' worldwide use of Your Content, including without limitation your name, likeness, photographs, biographical details and any other information you may submit or Sponsor may obtain in connection with your Entry for promotional, marketing and trade purposes in any and all media now known or hereafter discovered, without further payment or consideration; including without limitation placement on Beachbody's and Team Beachbody's websites and mobile applications, and creation of promotional videos featuring the winners or Contestants. In addition, except where prohibited by law, your participation in the Contest constitutes your consent to Sponsor contacting you at a later date to inquire further and potentially gain more information about your Entry or your experience in using Beachbody's products and services. 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. In addition, the information provided by you in your Entry may be used by Sponsor for the purpose of delivering its products and services, to inform you of other products or services available, or to contact you about your opinion of current and new products and services that may be offered. We may use your contact information in order to send you promotional e-mails, postal mail or other communications regarding products or services we may offer. Please see our Privacy Policy found at the bottom of our websites for more information about how we may use your information. Furthermore, the information provided by you in your Entry may be used by Sponsor and your sponsoring Coach for purposes of facilitating your Challenge Group, and you acknowledge and agree that your sponsoring Coach may contact you during and after the Contest to inform you about Beachbody's products and services and to otherwise advertise and promote same to you.

**10. 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 each contestant's sole obligation. Winners are solely responsible for any and all federal, state, and local 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, in Quebec, and where prohibited by law. The submitting of an Entry confirms your full and unconditional agreement to these Official Rules, the My Challenge Tracker app End User License Agreement, 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 Contest and/or extend or delay the Contest Period, Submission Periods, winner announcements, prize awards, or any part of thereof for any reason, including without limitation, force majeure (e.g. an act of war or terror), or if 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. In the event the Contest is not capable of running as planned, including due to infection by computer virus or bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor, which corrupt or affect the operation, administration, security, fairness, integrity or proper conduct of the Contest, Sponsor may, in its sole and absolute discretion and without any fault or liability, void any suspect entries and (a) cancel the Contest; (b) modify the Contest or suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules; and/or (c) award the Prize from among the eligible, non-suspect Entries received up to the time of the impairment in accordance with the criteria in these Official Rules. 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.

**11. Limitation 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 an Entry or the Submission Materials; (2) any incorrect or inaccurate information, whether caused by contestants, 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 other loss, expense, injury or damage of any kind to persons or property which may be caused, directly or indirectly, in whole or in part, from your participation in the Contest, or the 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, that 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.

BY PARTICIPATING IN THE CONTEST, YOU AGREE THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, AND IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE, OR ENHANCED DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE CONTEST OR YOUR PARTICIPATION IN THE CONTEST, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT SPONSOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. YOU AGREE THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY REMEDY IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY. WITHOUT LIMITING THE FOREGOING, SPONSOR'S TOTAL CUMULATIVE LIABILITY TO YOU FOR ANY CLAIMS, JUDGMENTS AND/OR AWARDS ARISING OUT OF THIS CONTEST, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED, WILL BE LIMITED TO AND WILL NOT EXCEED USD \$25.

**12. Disputes.** The dispute resolution, binding individual arbitration and waiver of class actions and class arbitration terms in Section 9 of the Beachbody Terms and Conditions apply to this Contest. For U.S. residents, these terms can be found [here](#); for residents of Canada, these terms can be found [here](#).

**13. Privacy Policy.** Entries are subject to Sponsor's Privacy Policy, accessed through the bottom of [www.Beachbody.com](http://www.Beachbody.com) for US residents, and [www.Beachbody.ca](http://www.Beachbody.ca) for Canada residents, or as otherwise posted and updated on Sponsor's web sites.

**14. Official Rules Request.** To request a copy of the Official Rules, send a self-addressed, stamped envelope by March 31, 2017, to: Beachbody, LLC, c/o The Beachbody Health Bet – January 2017 Official Rules Request, 3301 Exposition Blvd., Santa Monica, CA 90404.

**15. Winner List.** For a written confirmation of the winners (available after March 15, 2017) send a stamped, self-addressed envelope (no later than June 30, 2017), to: Beachbody, LLC, c/o The Beachbody Health Bet - January 2017 Winner Confirmation Request, 3301 Exposition Blvd., Santa Monica, CA 90404.

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