



BEACHBODY

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THE BEACHBODY CLASSIC® PHYSIQUE COMPETITION 2017
OFFICIAL RULES
SPONSORED BY: BEACHBODY, LLC

1. Contest Period. The Beachbody Classic Physique Competition 2017 (“**Contest**”) begins on March 15, 2017 at 10:00 a.m. Pacific Time (“PT”) and ends on July 14, 2017 at 11:00 p.m. PT, unless earlier terminated or extended by Beachbody, LLC (“**Sponsor**”) in its sole discretion (“**Contest Period**”). Within the Contest Period are a Submission Period, live Pre-judging Period, and live Finalist Period, which are explained in Section 5 below and begin and end as follows:

- 1.1 Submission Period.** Within the overall Contest Period is the “**Submission Period**,” which begins on March 15, 2017 at 10:00 a.m. PT and ends on May 14, 2017 at 11:59:59 p.m. PT. During the Submission Period, you may submit your Entry (as defined herein) into the Contest.
- 1.2 Pre-judging Period.** The “**Pre-judging Period**” will take place at a time to be determined on July 13, 2017, live at the Team Beachbody Coach Summit 2017 in New Orleans, Louisiana.
- 1.3 Finalist Period.** The “**Finalist Period**” will take place at a time to be determined on July 14, 2017, live at the Team Beachbody Coach Summit 2017 in New Orleans, Louisiana.

The Team Beachbody Coach Summit 2017 is set to take place between July 13, 2017 and July 16, 2017 in New Orleans, Louisiana (“**Coach Summit 2017**”). Contestants who submit all required submission materials and complete all other requirements herein as determined by Sponsor during the Contest Period in accordance with these Official Rules (collectively, an “Entry”) will have entered the Contest and be considered for judging and eligible to receive a prize. Sponsor’s computer is the official time keeping device for the Contest.

2. Eligibility. In order to be eligible to participate in the Contest and win a prize, you (“**you**,” or “**Contestant**”) must: (i) be a legal resident of one of the fifty (50) United States (including the District of Columbia), Puerto Rico, the United Kingdom, or Canada, (ii) be at least eighteen (18) years of age or the age of majority in your state/jurisdiction of permanent residence at the time of entry, (iii) have completed at least one (1) Beachbody fitness program (“**Beachbody Program**”) prior to the Pre-judging Period¹, (iv) have used (or be using) that same Beachbody Program in your preparation leading up to the Contest, and (v) attend the Pre-judging event and Finalist event at Coach Summit 2017 (please note that you do not need to have purchased a ticket to Coach Summit 2017—you must merely be onsite to attend and participate in the Pre-judging event and, if you are selected as a Finalist (defined below), the Finalist event). Employees, officers, mandataries, 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.

3. How to Enter. Beachbody invites all Beachbody enthusiasts to complete a Beachbody Program and show off their

¹ If you do not already own a Beachbody fitness program, you can sign up for a free 30-day trial to Beachbody® On Demand and get streaming access to hundreds of Beachbody’s most popular workouts. Many Beachbody programs can be completed in 30 days or less. Please visit www.BeachbodyOnDemand.com for details.

outstanding physique! To enter the Contest, during the Submission Period you must visit the Beachbody Classic website at www.BeachbodyClassic.com, provide all of the required information on the designated entry form, and then submit the entry form online (collectively, an “**Entry**”). Contestants may submit answers to the entry form questions in the Spanish language, and Sponsor will, in its sole discretion, translate Spanish language answers into English for judging purposes. Contestants may not challenge or dispute Sponsor’s translations. The first five hundred (500) contestants who submit a valid Entry and meet all other requirements in these Official Rules will have entered the Contest and be eligible to participate in the Pre-judging Period, and all Finalists as determined by Sponsor pursuant to the Judging Criteria (defined below) will have the opportunity to participate in the Finalist Period for a chance to win a prize.

***IMPORTANT – Spaces are limited!** Only the first five hundred (500) contestants who submit a valid Entry and meet all other requirements in these Official Rules will have entered the Contest. All contestants who submit a valid Entry after the 500 entry limit has been reached will be placed on a waitlist in the order Entries are received by Sponsor (there will be a visual indicator on the entry form website when the 500 entry limit has been reached). If a space subsequently becomes available, Sponsor will notify the next contestant on the waitlist via email at the email address provided by the contestant on his/her entry form; the notification email will contain a link to a new entry form website and the contestant must then complete and submit the new entry form within one (1) week (*i.e.*, 168 hours) of notification or the space will be forfeited. The waitlist will close on May 14, 2017 at 11:59:59 p.m. PT.

4. Limitations. Limit one (1) Entry per individual in the Contest. Winners of a prize in any previous Beachbody- or Team Beachbody-related contest are eligible to enter the Contest. Sponsor reserves the right to disqualify any entry that includes photographs, videos, or other materials that are deemed, at Sponsor’s sole discretion, to violate the rights of any third party, or that contain any content that is 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.

5. Pre-judging Period and Finalist Period; Additional Requirements. Contestants will be required to appear onstage in front of a panel of Sponsor-appointed judges, and potentially a larger audience at Coach Summit 2017 to present a routine. Contestants must comply with the appearance, attire and special instructions below, and any other instructions Sponsor may provide.

5.1 Pre-judging Period. Contestants who submit a valid Entry during the Submission Period and meet all other requirements herein will be eligible to participate in the Pre-judging Period on July 13, 2017 at Coach Summit 2017. The exact location and time of the Pre-judging Period will be announced by Sponsor at www.BeachbodyClassic.com when such information becomes available. The Pre-judging Period is a non-public, closed-door event. During the Pre-judging Period, contestants must present a live routine in front of a panel comprised of judges chosen by Sponsor, who will view and judge each contestant pursuant to the Judging Criteria to determine the highest scoring ten (10) male and ten (10) female contestants to compete as finalists (each, a “**Finalist**”) in the Finalist Period. The live routine will consist of approximately fifteen (15) seconds of quarter turns and other movements as directed by Sponsor to show off Contestant’s physique. Finalists will be announced by Sponsor the following day during the Finalist Period.

5.2 Finalist Period. The Finalist Period will take place on July 14, 2017. The exact location and time of the Finalist Period will be announced by Sponsor at www.BeachbodyClassic.com when such information becomes available. During the Finalist Period, Sponsor will announce and invite each Finalist onstage to present a routine in front of a live audience including Coach Summit 2017 attendees and panel of Sponsor-appointed judges. Finalists will be required to walk to the center of the stage, perform an approximately fifteen (15) second routine of quarter turns and one (1) signature pose (*e.g.*, a Front Double Biceps pose, Abs & Thighs pose, Crab Most Muscular pose, etc.). Finalists may also be required to present quarter turns in comparison with other Finalists, and any other types of poses or routines Sponsor may require. Subject to these Official Rules, the three (3) male and three (3) female Finalists with the most impressive physiques as judged by Sponsor pursuant to the Judging Criteria will each win a Beachbody Classic trophy!

5.3 Appearance/Attire Requirements.

5.3.1 Male Contestants: Male contestants must wear board shorts which are just above knee-length. No spandex is allowed. No logos or other branding that is deemed by Sponsor to be “advertising” is allowed on the board shorts, except for manufacturers’ logos (e.g., a small Nike® logo is allowed on Nike manufactured board shorts and a small Billabong® logo is allowed on Billabong manufactured board shorts). No props or accessories are allowed. **Contestants may not use any body oils, lubricants, bronzers, or tanning agents.** Sponsor may require you to remove any jewelry (such as necklaces, earrings, rings, bracelets and/or ankle bracelets) in its sole discretion. Male contestants must enter the stage without a shirt and be barefoot.

5.3.2 Female Contestants: Female contestants must wear a two-piece swimsuit which may be an “off the rack” swimsuit (i.e., special or custom swimsuits are not required). No logos or other branding that is deemed by Sponsor to be “advertising” is allowed on the swimsuits, except for manufacturers’ logos (e.g., a small Nike logo is allowed on Nike® manufactured swimsuits and a small Billabong® logo is allowed on Billabong manufactured swimsuits). No thong bathing suits are allowed. No props or accessories are allowed. **Contestants may not use any body oils, lubricants, bronzers, or tanning agents.** Sponsor may require you to remove any jewelry (such as necklaces, earrings, rings, bracelets and/or ankle bracelets) in its sole discretion. Female contestants are allowed to wear heels, but may elect to be barefoot.

5.4 Special Instructions/Requirements. Contestants must follow all instructions and comply with all requirements in these Official Rules and as Sponsor may announce in order to be eligible to participate in the Contest and win a prize. This includes, without limitation, complying with any requirements regarding routine presentation and physical appearance and attire during the Pre-judging Period and Finalist Period. Contestants must use sound judgment in his or her performance of any routine—any lewd, offensive or inappropriate conduct as determined by Sponsor in its sole discretion will result in immediate disqualification from the Contest. Contestants are strongly discouraged from bringing any personal items and/or valuables to any of the Contest-related events, and you acknowledge and agree that Sponsor will not be responsible or liable for any loss or theft of personal items.

Persons whose physical appearance and/or fitness transformation is, in whole or in part, the result of liposuction, synthetic steroids, human growth hormone, or any unnatural method of weight gain or reduction of any kind are not eligible to enter or participate in the Contest, and such contestants may be disqualified in Sponsor’s sole and absolute discretion.

6. Judging Criteria.

Sponsor will judge all contestants based on the gender-specific judging criteria below (collectively, the “**Judging Criteria**”). The judges will be chosen by Sponsor in its sole discretion and may be comprised of Beachbody personnel and an independent panel of individuals.

6.1 Male Judging Criteria:

Symmetry, Muscularity and Body Condition (60%): The overall visual appearance and fitness of each male contestant, including proper body proportion, shape and symmetry, combined with muscularity and overall body condition, will constitute sixty percent (60%) of the overall judging score.

Stage Presence and Personality (40%): The overall stage presence and personality of each male contestant, including successfully conveying his personality to the audience, radiating confidence, poise and proper walking form and turns will constitute forty percent (40%) of the overall judging score.

6.2 **Female Judging Criteria:**

Symmetry, Shape and Body Condition (60%): The overall visual appearance and fitness of each female contestant, including proper body proportion, muscle tone, shape and symmetry, combined with overall body condition, will constitute sixty percent (60%) of the overall judging score.

Stage Presentation and Personality (40%): The overall stage presence and personality of each female contestant, including successfully conveying her personality to the audience, radiating confidence, poise and proper walking form and turns will constitute forty percent (40%) of the overall judging score.

Tie Breaker: In the unlikely event of a tie, the potential winners will be selected based on the highest “Symmetry, Muscularity and Body Condition” score (for male contestants) and the highest “Symmetry, Shape and Body Condition” score (for female contestants). If there is still a tie, the potential winners will be selected based on the highest “Stage Presentation and Personality” score (for either gender).

7. Prizes. Each first, second and third place winner (male and female categories) will win a “Beachbody Classic” trophy, for a total of six (6) prize awards.

Prize is not redeemable for cash. Prize is not assignable or transferable. No exchanges and no substitutions are permitted. Other restrictions may apply. Sponsor will not replace any lost, stolen or undeliverable prizes.

8. Release. YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT THE CONTEST AND YOUR PARTICIPATION IN ANY ACTIVITIES IN CONNECTION WITH THE CONTEST (COLLECTIVELY, THE “**ACTIVITIES**”) MAY HAVE POTENTIALLY SIGNIFICANT AND INHERENT RISKS AND DANGERS THAT NO AMOUNT OF CARE, CAUTION, INSTRUCTION, OR EXPERTISE CAN ELIMINATE. YOU HEREBY ACKNOWLEDGE AND WILLINGLY, EXPRESSLY AND VOLUNTARILY ASSUME ALL THESE RISKS WHICH MAY RANGE FROM MINOR INJURIES TO SEVERE PERSONAL AND/OR BODILY INJURY, DEATH OR DAMAGE TO OR LOSS OF PROPERTY OR PRIVACY, AND ANY RESULTING DAMAGES OR EXPENSES. YOU AGREE THAT YOU WILL NOT PARTICIPATE OR BE INVOLVED IN THE ACTIVITIES UNLESS YOU ARE IN THE PROPER PHYSICAL CONDITION (INCLUDING BY OBTAINING PROPER ADVICE FROM YOUR MEDICAL PROVIDER IF APPLICABLE) AND WILL IMMEDIATELY STOP ANY ACTIVITY IF YOU FEEL PAIN, DIZZINESS OR OTHER DISCOMFORT. BY PARTICIPATING IN THE CONTEST IN ANY WAY, TAKING PART IN ANY ACTIVITIES, OR ACCEPTING ANY REWARD THAT MAY BE AWARDED, YOU AGREE TO RELEASE AND HOLD HARMLESS BEACHBODY, LLC, TEAM BEACHBODY AND THEIR RESPECTIVE PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, SUPPLIERS, DISTRIBUTORS, ADVERTISING/PROMOTION AGENCIES, AND REWARD SUPPLIERS, AND EACH OF THEIR RESPECTIVE 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, ACTIVITIES, RECEIPT OR USE OR MISUSE OF ANY REWARD THAT MAY BE AWARDED, OR ANY PUBLICITY, DEFAMATION, OR INVASION OF PRIVACY ARISING OUT OF THE CONTEST OR YOUR CONTENT (AS DEFINED HEREIN).

9. Your Content and Performance; License. By submitting an entry form and/or any information (personal or otherwise), text, testimonial, images, audio, video and any other content (collectively, “**Your Content**”) and otherwise entering the Contest, you represent that (a) Your Content is truthful, is 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 Your Content, including any and all patent, trademark, publicity, privacy, moral, trade secret, copyright and/or other proprietary rights therein, and (c) if applicable, you have the written consent, release and/or permission of each and every identifiable person in Your Content to use such person’s name or likeness in Your Content for the uses contemplated herein. You represent that you have not copied or in any way taken Your Content, or any portion thereof, from any third party. You expressly acknowledge and agree that Your Content and Performance (as

defined below) will be viewable and accessible by others and that there is no confidentiality or privacy with respect to Your Content.

Further, you acknowledge and agree that all or a portion of the Contest (including the Pre-judging Period and Finalist Period and related events) may be recorded (whether still or moving images, sound, or otherwise), and that such recordings may be of or include you or your presentation and/or routines, any statements you may make regarding or related to the Contest, or any products or services of Beachbody ("**Performance**"). You affirm (i) that any statements made by you in the Performance are factually accurate and represent your honest and personal opinions or experiences, and (ii) that you were not compensated in exchange for the Performance (although, if applicable, you may have received a nominal reimbursement for your time and expenses).

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 Content and the Performance in any manner and 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 Your Content and the Performance and all aspects thereof: (y) in and in connection with any product, recording, video, advertisement, infomercial, or any advertising or promotional material; and (z) on Beachbody.com, TeamBeachbody.com, or any other website, web page, or application owned, operated by or related to Sponsor. You grant Sponsor the right and license to use Your Content, the Performance and all aspects thereof, as set forth herein, in any way Sponsor determines without compensation or attribution to you, except where prohibited by law. You acknowledge and agree that Your Content and the Performance are solely owned by Sponsor and may be used and displayed without restriction. You waive all rights of inspection or approval with regard to any use of Your Content and the Performance. Notwithstanding the foregoing, you expressly acknowledge and agree that nothing herein shall require Beachbody to utilize any portion of Your Content or the Performance.

You agree to indemnify the Released Parties from and against all claims, including without limitation third party trademark, copyright, intellectual property, right of publicity or other claims arising out of the use of Your Content or the Performance.

10. Publicity; Marketing. In addition to the foregoing, and except where prohibited by law, participation in the Contest constitutes your express and irrevocable consent to Sponsor's and its agents' use of Your Content and Performance, including but not limited to your name, likeness, photograph, voice, submission, written testimonial, opinions, biographical details, hometown, state and any other information you may submit or Sponsor may obtain in connection with your Entry or participation in the Contest for promotional purposes in any media, worldwide, without further payment, consideration or attribution to you. As an express condition of your participation in the Contest and, if applicable, to your acceptance of any prize, at Sponsor's sole discretion, you may be required to provide an on-camera interview to take place before, during and/or after the Contest. If you are unwilling or unable to provide this interview, you may not be eligible to participate in the Contest or receive your prize, in Sponsor's sole discretion. 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. Sponsor 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 Beachbody.com for more information about how we may use your information.

11. General Conditions. All dates, times, locations and other information stated herein are subject to change in Sponsor's sole discretion. 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. Winners are solely responsible for any and all state, local, and federal taxes and subject to all applicable federal, state, and local laws and regulations. Void in any country outside of the United States of America, Canada and the United Kingdom, and where prohibited by law. The submission of an Entry and/or your entry form 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. Sponsor

reserves the right to cancel, suspend, and/or modify the Contest, or any part of thereof, for any reason, including 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 Beachbody 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. Limitation of Liability. You acknowledge 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; (2) any incorrect or inaccurate information, whether caused by you or another contestant, 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 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 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.

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 \$50.

13. Dispute Resolution. The dispute resolution terms in Section 9 of the Beachbody Terms and Conditions apply to this Contest. For U.S. and Canada residents, these terms include binding individual arbitration and waiver of class actions and class arbitration terms. For U.S. residents, those terms may be found [here](#); for Canadian residents, those terms may be found [here](#); for UK residents, those terms may be found [here](#).

14. Privacy Policy. Entries and Contestants are subject to Beachbody's Privacy Policy accessed through the bottom of <http://www.Beachbody.com/> or as otherwise posted and updated on Beachbody's web site.

15. Official Rules Request; Winner Confirmation Request. To request a copy of the Official Rules or written confirmation of the winner(s), send a self-addressed, stamped envelope no later than December 31, 2017 to: Beachbody, LLC, c/o The Beachbody Classic 2017, 3301 Exposition Blvd., Santa Monica, CA 90404.