



BEACHBODY

*Decide. Commit. Succeed.®*

**#SUMMERSTRONG CONTEST  
OFFICIAL RULES  
SPONSORED BY: BEACHBODY, LLC**

**1. Contest; Contest Period.** The Beachbody® #SummerStrong Contest (“Contest”) begins on April 1, 2016 at 12:01 a.m. Pacific Time (“PT”) and ends on June 7, 2016 at 11:59 p.m. PT, unless earlier terminated or extended by Beachbody, LLC (“Sponsor”) in its sole discretion (“Contest Period”). Sponsor’s computer is the official time keeping device for the Contest Period.

- (a) **Challenge Period.** Within the overall Contest Period is the “Challenge Period,” which begins on April 4, 2016 at 12:01 a.m. PT and ends on May 29, 2016 at 11:59 p.m. PT. During the Challenge Period, you (“you” or “Contestant”) must choose one or more of the following Beachbody programs to help you work towards transforming your body and finishing strong for summer: 21 Day Fix®, 21 Day Fix Extreme®, The Master’s Hammer and Chisel™, 22-Minute Hard Corps™, CIZE®, or a new Beachbody program launching exclusively on Beachbody On Demand on April 1, 2016 (collectively, the “Beachbody Programs”) (more details about this upcoming program will be available soon, so keep following Beachbody on social media to learn about this exciting new offering!).
- (b) **Submission Period.** The Submission Period begins on May 1, 2016 at 12:01 a.m. PT and ends on June 7, 2016 at 11:59 p.m. PT. During the Submission Period, you must submit your Submission Materials (as defined herein) to be eligible to win a prize in the Contest.

Contestants who submit all required Submission Materials and complete all other requirements herein as determined by Sponsor 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.

**2. How Can I Enter to Win a Prize?** To enter the Contest and be eligible to win a prize, you must do the following:

- (a) **Choose One or More of the Beachbody Programs Listed in Section 1(a) above to Do During the Challenge Period.** You can access the Beachbody program(s) through Beachbody On Demand\* and/or by using a genuine in-home fitness kit.

\*In order to access and use Beachbody On Demand, you must be an existing Team Beachbody Club member. If you are not an existing member and want to learn more about Team Beachbody Club or Beachbody On Demand, please visit <http://club.teambeachbody.com/>. Please note that as a Team Beachbody Club member, you’ll have unlimited access to Beachbody® On Demand

for thirty (30) days at no charge. After 30 days, you'll automatically continue to receive all the benefits of your membership for only \$2.99 a week, billed \$38.87 quarterly in advance to the credit card you provide at signup. If you wish to cancel for any reason, just call Beachbody Customer Service at (800) 470-7870 to cancel within thirty (30) days of signup and you will owe nothing, or cancel anytime thereafter to avoid future charges.

(b) Submission Materials. During the Submission Period, you must visit the designated "Summer Strong Contest" entry page at <https://www.facebook.com/beachbody/>, enter the required information and answer all required questions on the entry form, and upload the required photographs as described below (collectively, "Submission Materials").

- NOTE: Contestants may upload their "Before" photos during the optional submission period beginning on April 1, 2016 at 12:01 a.m. PT and ending on April 30, 2016 at 11:59 p.m. PT. This is entirely optional and will not count as part of an Entry—Contestants must still upload all of the required photographs as specified below during the Submission Period in order to submit a valid Entry in the Contest.

Entry Form: Contestants must completely answer all questions marked as "required" on the entry form during the Submission Period. Any Contestant who does not answer all required questions on the entry form during the Submission Period will not be considered by Sponsor for purposes of judging and will not be eligible to receive a prize, in Sponsor's sole discretion. Where applicable, answers to the questions on the entry form should be expressive, descriptive, and speak to the efforts you made to transform your body and become strong for summer. Contestants may submit answers to the entry form questions in the Spanish language, and Beachbody will, in its sole discretion, translate Spanish language answers into English for judging purposes. Contestants may not challenge or dispute Beachbody's translations.

Photographs: All photographs should be head-to-toe, full-body shots of you, alone, wearing exercise clothes or a bathing suit. Contestants are required to submit both his/her "Before" (when Contestant started the Challenge Period) and "After" (when Contestant finished the Challenge Period) photographs, each of which must depict the front view of a Contestant's body for a total of two (2) required photographs. Additional "Before" and "After" photographs that show your transformation from other angles (side, 45°, back, etc.) may also be included, up to a maximum of six (6) total photos, but these additional photographs are optional and not required for your Entry to be valid. Failure to submit at least two (2) photographs—one (1) "Before" photo and one (1) "After" photo each depicting the front view of a Contestant's body—during the Submission Period will result in disqualification. All photographs must be clearly dated as closely as possible to the date on which the photographs were actually taken. "Before" photographs should be taken as close to the Challenge Period start date as possible. "Before" photographs must be dated on or after March 28, 2016, and "After" photographs must be dated on or before June 7, 2016.

You must fulfill all Contest requirements for your Entry to be valid. Uploads or posts on any website or social media platform other than Sponsor's "Summer Strong Contest" entry page will not be counted as an Entry and will not be eligible to win a prize in the Contest.

**Photograph and Entry Form Requirements**: Digital photos submitted should be of the best quality possible, as image quality is considered part of the judging criteria. All photographs should be similarly posed or be composed so that the nature and extent of your physical transformation is evident. Photographs must be of you alone with no other human subjects. You must own all the rights to all photographs and answers to entry form questions, and you must

have full authority to grant or dispose of such rights both at the time of Entry and at the time any prize is awarded. Photographs may not be retouched, enhanced or modified in any way. All answers to questions on the entry form must be truthful, original to you and must not be in any way copied, plagiarized or taken from any other work. Sponsor reserves the right to disqualify any Entry that includes photographs or answers to the entry form questions that are deemed, at Sponsor's sole discretion, to be lewd, pornographic, false, doctored, enhanced, offensive, copied, fabricated, or inappropriate in any manner. All Entries, including all Submission Materials, become the property of Sponsor and will not be acknowledged or returned. **Contestants must only use the Beachbody Programs listed in Section 1(a) above to achieve their transformations.** Persons whose fitness transformation is, in whole or in part, the result of non-medically necessary plastic/cosmetic surgery, liposuction, steroids, human growth hormone, or any unnatural method of body enhancement or weight reduction of any kind are not eligible to enter, and any Entries of any such persons will be disqualified, in Sponsor's sole discretion.

**3. Limitations:** Limit one (1) Entry per individual. In the event of a dispute as to the source of any Entry, the authorized account holder of the email address provided on the entry form at the time of Entry 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.

#### **4. How Will Entries Be Judged?**

On or around June 14, 2016, Sponsor will judge all valid Entries received during the Contest Period according to the Judging Criteria below, and in its sole discretion, determine the highest scoring Entries to win a Cash Prize (as defined below). Sponsor, at any time, reserves the right to modify or change the Judging Criteria at Sponsor's sole and absolute discretion. Sponsor, whose decisions are final on all matters relating to the Contest, will judge the Entries based on the following judging criteria ("Judging Criteria"):

Overall Transformation/Appearance (25%): The overall transformation of each Contestant's appearance shall constitute 25% of the overall judging score.

Statistics (25%): The overall healthiest transformation result as evidenced by statistical changes (weight loss, muscle gain, and other measurements) shall constitute 25% of the overall judging score.

Written Responses/Statements (25%): Responses to short-answer questions will be judged on the inspirational nature of the Contestant's true and unique transformation story, as well as the originality, creativity, expressiveness and compelling nature of the Contestant's description of the transformation process and how it has impacted the Contestant's life. Responses to essay questions will be judged on (a) the compelling nature of the essay question answers, regimens maintained, and/or any dietary changes you made, and (b) the inspirational nature of the essay question answers, including discussing your personal transformation journey, any obstacles you may have overcome, and the achievement you are most proud of. The essay question answers shall constitute 25% of the overall judging score.

Photograph Quality (25%): The quality of the photographic image (including image quality and our ability to see your body clearly) shall constitute 25% of the overall judging score.

**Tie Breaker:** In the unlikely event of a tie in Sponsor’s judging of the Contest, the potential winner(s) will be selected based on the highest ranking Written Responses/Statements score. If there is still a tie, the potential winner(s) will be selected based on the highest ranking Overall Transformation/Appearance score.

**5. Cash Prize Winner Announcement:** The potential Cash Prize winners will be announced on or around June 28, 2016 at 12:00 p.m. PT via Sponsor’s official Facebook, Twitter and Instagram pages. Contestant acknowledges and grants Sponsor the ability in its sole discretion to announce the names or any identifiable information of a Contestant/potential Cash Prize winner on its Facebook page, Twitter page, Instagram page, website, or in any other form of public communication. In Sponsor’s discretion, each potential winner will be required to sign and return to Sponsor, within seven (7) days of notice or attempted notice, a W-9 tax form (or other appropriate tax form based on Contestant’s place of residence), an affidavit of eligibility, a date and weight declaration form, and a liability/publicity release in order to claim his/her Cash Prize. Upon timely receipt of the potential Cash Prize winner’s forms, affidavit and release, Sponsor will process such materials and then send the Cash Prize within four (4) weeks of verification. If a potential winner fails to sign and return the W-9 or other tax form and affidavit of eligibility and liability/publicity release within the required time period, the Cash Prize will be forfeited and in Sponsor’s sole discretion, it may be awarded to an alternate.

**6. Prizes:** Subject to these Official Rules and Sponsor’s verification of all Submission Materials and Entries in its sole discretion, the prizes are as follows:

Entry Prize: All Contestants who submit all required Submission Materials as determined by Sponsor during the Submission Period in compliance with these Official Rules will receive a free, limited edition, #SummerStrong t-shirt (approximate retail value: \$15.00).

First 2,000 Entries Prize: Each of the first two thousand (2,000) Contestants to submit a valid Entry during the Submission Period as determined by Sponsor will receive the following:

- For legal residents of the U.S. (including Puerto Rico and the territories of Guam, the Virgin Islands, and American Samoa): one (1) Beachbody Performance™ Sampler Kit consisting of one (1) single-serve packet of each Beachbody Performance product: Energize, Hydrate, Recover, Recharge, and Creatine (approximate retail value: USD \$19.95).
- For legal residents of Canada: one (1) Shakeology® Vegan Taste Sampler Kit, which contains 4 single-serve packets of Shakeology (2 Chocolate Vegan + 2 Tropical Strawberry Vegan) (approximate retail value: USD \$19.95).

Cash Prize: The top five (5) male and top five (5) female Contestants with the highest scoring entries as determined by Sponsor in its sole discretion and in accordance with the Judging Criteria will be awarded the following cash prizes (each, a “Cash Prize” and collectively, “Cash Prizes”):

- The male Contestant with the highest overall score among all male Contestants pursuant to the Judging Criteria will be awarded \$5,000.00 (U.S. Dollars).
- The male Contestant with the second highest overall score among all male Contestants pursuant to the Judging Criteria will be awarded \$4,000.00 (U.S. Dollars).

- The male Contestant with the third highest overall score among all male Contestants pursuant to the Judging Criteria will be awarded \$3,000.00 (U.S. Dollars).
- The male Contestant with the fourth highest overall score among all male Contestants pursuant to the Judging Criteria will be awarded \$2,000.00 (U.S. Dollars).
- The male Contestant with the fifth highest overall score among all male Contestants pursuant to the Judging Criteria will be awarded \$1,000.00 (U.S. Dollars).
  
- The female Contestant with the highest overall score among all female Contestants pursuant to the Judging Criteria will be awarded \$5,000.00 (U.S. Dollars).
- The female Contestant with the second highest overall score among all female Contestants pursuant to the Judging Criteria will be awarded \$4,000.00 (U.S. Dollars).
- The female Contestant with the third highest overall score among all female Contestants pursuant to the Judging Criteria will be awarded \$3,000.00 (U.S. Dollars).
- The female Contestant with the fourth highest overall score among all female Contestants pursuant to the Judging Criteria will be awarded \$2,000.00 (U.S. Dollars).
- The female Contestant with the fifth highest overall score among all female Contestants pursuant to the Judging Criteria will be awarded \$1,000.00 (U.S. Dollars).

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. The value of a prize may be taxable as income to a prize winner. 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.

**7. Who Can Enter?** The Contest is open only to legal residents of the United States (including Puerto Rico and the territories of Guam, the Virgin Islands, and American Samoa) and Canada (excluding Quebec) who are at least 18 years old or the age of majority in the Contestant's legal state or country of residence at the time of entry. Employees of Sponsor, Team Beachbody, and their respective parent, subsidiary, and affiliate companies, as well as the immediate family (spouse, parents, siblings, and children), and household members of each such employee are not eligible.

**8. 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") and Facebook 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.

**9. 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, and (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. 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 or webpage 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 the Released Parties from and against all third party trademark, copyright, intellectual property, right of publicity or other claims arising out of the use of the Entry and Your Content.

**10. Publicity; Marketing:** 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 Content, including without limitation your name, likeness, voice, and any other information you may submit or Sponsor may obtain in connection with your Entry for promotional, marketing and trade purposes in perpetuity in any and all media now known or hereafter discovered, without further payment or consideration; including without limitation placement on Sponsor's websites and creation of promotional videos featuring the Contest winners or Contestants. In addition, except where prohibited by law, participation in the Contest constitutes Contestant's consent to Sponsor's contacting Contestant at a later date to inquire further and potentially gain more information about Contestant's Entry. 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.

**11. 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. 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 and Canada 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 the Contest and/or extend or delay the submission periods, judging periods, or winner announcements, 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. You acknowledge that the Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook.

**12. 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 the Entry; (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 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.

BY PARTICIPATING IN THIS CONTEST, YOU AGREE THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF YOUR PARTICIPATION IN THIS CONTEST.

**13. Dispute Resolution:** 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, those terms may be found [here](#); for Canadian residents, those terms may be found [here](#).

**14. Privacy Policy:** Entries are subject to Sponsor's Privacy Policy accessed through the bottom of [www.Beachbody.com](http://www.Beachbody.com), [www.TeamBeachbody.com](http://www.TeamBeachbody.com), or as otherwise posted and updated on Sponsor's Web site.

**15. Winners' List and Rules:** For a winners' list and/or a copy of these Official Rules, send a hand-printed, self-addressed, stamped envelope to: Beachbody, LLC, c/o #SummerStrong Contest, 3301 Exposition Blvd., 3<sup>rd</sup> Floor, Santa Monica, California 90404. Winners' list requests must be received by June 30, 2017.

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