THE BEACHBODY CHALLENGE® 2016 – 2017 GRAND PRIZE CONTEST
OFFICIAL RULES
SPONSORED BY: BEACHBODY, LLC

1. Who Can Enter?

The Beachbody Challenge 2016 – 2017 Grand Prize Contest ("Grand Prize Contest" or "Contest") is open only to Contestants who were winners in one of The Beachbody Challenge 2016 – 2017 Monthly Contests ("Monthly Contest(s)") completed between April 1, 2016 and March 31, 2017 ("Contestants"). Individuals who were awarded a Monthly Transformation Prize in one of the Monthly Contests are eligible to compete for the Main Contest Grand Prize, subject to the terms herein ("Main Contest Contestant"). Individuals who were awarded a Monthly Ultimate Health Transformation Prize in one of the Monthly Contests are eligible to compete for the Ultimate Health Transformation Grand Prize, subject to the terms herein ("Ultimate Health Transformation Contestant").

2. Grand Prize Contest Description:

Main Contest Grand Prize. Each winner of a Monthly Transformation Prize must submit an additional entry as set forth herein to compete and potentially win prizes in the Grand Prize Contest subject to the terms herein. From the entire pool of Monthly Transformation Prize Winners who have submitted the required additional entry, Sponsor will select eight (8) finalists, one each in eight (8) separate categories based on age and gender (each, a "Finalist"). Subject to the terms herein, each of the Finalists will be awarded a trip to the 2017 Team Beachbody Coach Summit, and will be further judged by Sponsor and voted on by the Beachbody® and Team Beachbody® community to determine the one (1) man and one (1) woman who have the best and most compelling transformation story to be the Main Contest Grand Prize Winners and win $100,000 (U.S. Dollars).

Ultimate Health Transformation Grand Prize. Each winner of a Monthly Ultimate Health Transformation Prize must submit an additional entry as set forth herein to compete and potentially win an Ultimate Health Transformation Grand Prize, subject to the terms herein. From the entire pool of Monthly Ultimate Health Transformation Prize Winners who have submitted the required additional entry, Sponsor will select eight (8) potential Ultimate Health Transformation Grand Prize winners ("Potential Ultimate Health Transformation Winners"), comprising four (4) men and four (4) women. Subject to the terms and conditions as set forth herein, each of the Potential Ultimate Health Transformation Winners will be further judged by Sponsor and voted on by the Beachbody and Team Beachbody community to determine the one (1) man and one (1) woman who have the best and most compelling Beachbody supplement, nutritional product or program (e.g., Shakeology® or Beachbody Ultimate Reset®)
story to be the Ultimate Health Transformation Grand Prize Winners and win $25,000 (U.S. Dollars).

**Potential Coach Prizes.** To the extent a Finalist or an Ultimate Health Transformation Grand Prize Winner has informed Sponsor through their original Entry that his/her personally sponsoring Team Beachbody Coach has been of importance in his/her particular transformation or Beachbody supplement or nutritional product journey, such Coach will be eligible for a prize as set forth herein.


3. **When Must Entries Be Submitted?**

Contestants must submit their additional entries between 12:00 AM Pacific Time ("PT") on April 24, 2017 and 11:59 PM (PT) on May 7, 2017. All items required, as set forth in Section 4 below, must be received by the May 7, 2017 deadline. Late, incomplete, or otherwise non-conforming entries will be disqualified in Sponsor's sole and absolute discretion.

4. **What is Required to Enter?**

**Main Contest Contestants:** In order to enter and be eligible to compete to win a Main Contest Prize (whether a Finalist, Runner Up, or Grand Prize), Main Contest Contestants must:

(A) Be current members of the Team Beachbody community, and must have created and maintained an updated profile page on TeamBeachbody.com (which includes his/her “before” and “after” photographs, statistics, biographical information, and transformation story) at the time their Entry is submitted and at the time the Contest prizes are awarded.

(B) Submit at least one (1), but not more than three (3), current photographs which depict the Main Contest Contestant’s actual, current physical appearance, and which were taken within fifteen (15) days prior to submitting to Sponsor. The photographs must include at least one front, full length view (head-to-toe) showing the Main Contest Contestant holding up at his/her side the front page of an English or Spanish language newspaper with the day's date legibly depicted to verify the date on which the photo was taken. The updated photograph(s) must be submitted directly to our Grand Prize Contest Administrator at BeachbodyChallenge@Beachbody.com.

(C) Submit his or her current weight and may choose to include other current measurements (chest, waist and hip measurements, body fat percentage, etc.) that depict his or her actual, current physical condition. All measurements must be taken within fifteen (15) days prior to submitting to Sponsor.

(D) Be available to attend the 2017 Team Beachbody Coach Summit.

**Photograph Requirements.** The photograph(s) submitted should be of the best quality possible, as image quality will be considered as part of the judging criteria. To the extent possible, the updated photograph(s) should be similarly posed to those the Main Contest Contestant submitted in connection with his or her entries in the Monthly Contest, or be composed so that the maintenance of your physical transformation is evident. Photographs must to the extent possible be of you alone with no other human subjects. You must own the rights to all
photographs submitted 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. Photographs may not be retouched, enhanced or modified in any way from the originals. Sponsor reserves the right to disqualify entries that include photographs that are deemed, at Sponsor’s sole discretion, to be 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.

Ultimate Health Transformation Contestants: In order to enter and be eligible to compete to win an Ultimate Health Transformation Grand Prize, Ultimate Health Transformation Contestants must:

(A) Be current members of the Team Beachbody community, and must have created and maintained an updated profile page on TeamBeachbody.com (which includes his/her “before” and “after” photographs, statistics, biographical information and transformation story) at the time their Entry is submitted and at the time the Contest prizes are awarded.

(B) Submit his or her current weight and may choose to include other current measurements (chest, waist and hip measurements, body fat percentage, etc.) that depict his or her actual, current physical condition. All measurements must be taken within fifteen (15) days prior to entry.

(C) Be available to attend the 2017 Team Beachbody Coach Summit.

Availability for 2017 Team Beachbody Coach Summit: All Main Contest Contestants and Ultimate Health Transformation Contestants must be available to attend the 2017 Team Beachbody Coach Summit to be held on or around July 12, 2017 through July 16, 2017. Sponsor will announce the location of the 2017 Team Beachbody Coach Summit once it becomes available. As set forth herein, as part of a prize, applicable travel and accommodation expenses for attending the convention will be paid by Sponsor as detailed below. Sponsor reserves the right to change the dates and location for the 2017 Team Beachbody Coach Summit, which shall be posted on the Coach Summit website. As an express condition to Contestant's entry in the Grand Prize Contest and/or acceptance of a Contest Prize, Contestant will be required, in Sponsor’s sole discretion, to provide an on-camera interview to take place during the 2017 Team Beachbody Coach Summit.

5. How Will the Main Contest Grand Prize Entries Be Judged?

A. Selection of Finalists: All Entries of the winners of a Monthly Transformation Prize in a Monthly Contest (including the updated photograph(s) and measurement(s)) will be sorted into the following eight (8) categories as of the deadline to submit the additional Entries:

<table>
<thead>
<tr>
<th>Women</th>
<th>Men</th>
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<tr>
<td>18 – 29 years old</td>
<td>18 – 29 years old</td>
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<td>30 – 39 years old</td>
<td>30 – 39 years old</td>
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<td>40 – 49 years old</td>
<td>40 – 49 years old</td>
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<tr>
<td>50 years old and over</td>
<td>50 years old and over</td>
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A panel of judges appointed by Sponsor will select eight (8) potential Finalists, one from each category, from among the entrants in each category. The eight verified Finalists will be announced on or about June 12, 2017. The judging and selection of Finalists will be based on the judging criteria set forth in Section 7, below.

Potential Finalists will be notified by email and/or phone or email at the contact information provided by the Contestant in the Entry submission on or about May 18, 2017 and will be subject to verification. If not already provided to Sponsor, all potential Finalists will be required to sign and return a W-9 tax form (or W-8BEN tax form for non-US residents), and an affidavit of eligibility and liability/publicity release within seven (7) days of notice or attempted notice. If a potential Finalist fails to sign and return the W-9 (or W-8BEN) and affidavit of eligibility and liability/publicity release within the required time period, the potential prize and/or opportunity to further voted on and judged will be forfeited and it will be awarded to an alternate, potential Finalist receiving the second highest score in the applicable criteria category who is also subject to Sponsor's verification.

Persons whose appearance or fitness or health transformation before (even if not previously discovered), during, or after winning a Monthly Contest Prize has been in any way altered by, or is due to, in whole or in part, the use 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 such entries may be disqualified, in Sponsor’s sole and absolute discretion. In addition, persons whose fitness or health transformation is not at least substantially related to the use of Beachbody Programs, supplements or other nutritional products may be disqualified, in Sponsor’s sole and absolute discretion.

B. Selection of Grand Prize Winners: Once Sponsor’s panel has selected the eight (8) Finalists, Sponsor will post the Finalists’ Monthly Entries online (accessible via The Beachbody Challenge website located at www.BeachbodyChallenge.com or on The Beachbody Challenge Facebook page located at https://www.facebook.com/BeachbodyChallengeContest/) from on or about June 12, 2017 through June 23, 2017. During that period, members of the Team Beachbody community will be able to view the Entries and vote for the two Entries—one (1) male and one (1) female—that they believe exemplify the best and most compelling overall transformation. Team Beachbody community members will be eligible to vote for their top male pick and their top female pick once per day. The vote of the online community will account for 40% of the scoring to determine the potential Grand Prize Winners.

Sponsor’s panel of judges will also judge each of the eight (8) Finalists pursuant to the judging criteria set forth herein. Sponsor’s judging will account for 60% of each Finalist’s total score.

The one (1) male and one (1) female Finalists who have the highest combined total score will be the potential Main Contest Grand Prize Winners. The Main Contest Grand Prize Winners will be announced at the 2017 Team Beachbody Coach Summit.

C. Tie Breakers: In the unlikely event of a tie in determining either the Finalists or the Grand Prize Winners, the potential winner(s) will be selected based on the highest ranking combined photographic score. If there is still a tie, the potential winner(s) will be selected based on the highest ranking inspirational portion of the essay question answers.

6. How will the Ultimate Health Transformation Grand Prize Be Judged?
All Entries of the winners of a Monthly Ultimate Health Transformation Prize (including the updated measurement(s)) will be sorted into two categories—male and female—as of the deadline to submit the additional Entries. A panel of judges appointed by Sponsor will select eight (8) (four men and four women) Potential Ultimate Health Transformation Winners from among such entrants. The eight verified Potential Ultimate Health Transformation Winners will be announced on or about June 12, 2017.

Subject to the terms set forth herein, Sponsor will post the Potential Ultimate Health Transformation Winners’ previously submitted essay responses (including any optional Beachbody supplement or nutritional product or program essay question response) and personal statistics online (accessible via The Beachbody Challenge website or The Beachbody Challenge Facebook page at the URLs listed above) from on or about June 12, 2017 through June 23, 2017. During that period, members of the Team Beachbody community will be able to view those essay responses and personal statistics and vote for the two—one (1) male and one (1) female—that they believe exemplify the best and most compelling Beachbody supplement or nutritional product or program story. Team Beachbody community members will be eligible to vote for their top male pick and their top female pick once per day. The vote of the online Team Beachbody community will account for 40% of the scoring to determine the Ultimate Health Transformation Grand Prize Winners.

Sponsor’s panel of judges will also judge each of the Potential Ultimate Health Transformation Winners’ pursuant to the judging criteria set forth herein. Sponsor’s judging will account for 60% of the scoring to determine the Ultimate Health Transformation Grand Prize Winners.

The one (1) male and one (1) female Potential Ultimate Health Transformation Winners who have the highest combined total score will be the Ultimate Health Transformation Grand Prize Winners. The Ultimate Health Transformation Grand Prize Winners will be announced at the 2017 Team Beachbody Coach Summit.

Potential Ultimate Health Transformation Winners will be notified by email and/or phone at the contact information provided in their monthly entry submission (or using any updated information they may have provided) on or about May 18, 2017 and will be subject to verification. If not already provided to Sponsor, all Potential Ultimate Health Transformation Winners will be required to sign and return a W-9 tax form (or W-8BEN tax form for non-US residents), and an affidavit of eligibility and liability/publicity release within seven (7) days of notice or attempted notice. If a Potential Ultimate Health Transformation Winner fails to sign and return the W-9 (W-8BEN) and affidavit of eligibility and liability/publicity release within the required time period, any potential prize, and/or the opportunity to be further voted on and judged for the Ultimate Health Transformation Grand Prize will be forfeited and will be awarded to an alternate, Potential Ultimate Health Transformation Winner receiving the second highest score in the applicable criteria category who is also subject to verification.

Sponsor reserves the right to modify how the judging will be conducted for both the Main Contest Grand Prize and Ultimate Health Transformation Grand Prize at any time, in Sponsor’s sole and absolute discretion.

Persons whose appearance or fitness or health transformation before (even if not previously discovered), during, or after winning a Monthly Contest Prize has been in any way altered by, or is due to, in whole or in part, the use of non-medically necessary plastic/cosmetic surgery (for example, implants), 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 such entries may be disqualified, in Sponsor’s sole and absolute discretion. In addition, persons whose fitness or health transformation is not at least substantially related to the use of Beachbody Programs, supplements or other nutritional products may be disqualified, in Sponsor’s sole and absolute discretion.

7. **What Judging Criteria Does Sponsor Use?**

**Main Contest Grand Prize.** Each time Sponsor, or the panel of judges appointed by Sponsor, judges an Entry for the Main Contest Grand Prize, the judging will occur using the following criteria:

**Photos (50%):** The overall transformation of each Contestant's appearance, judged both from the original "before" and "after" photographs as well as the current photograph of the Contestant shall constitute 25% of Sponsor's overall judging score, and the quality of the photographic images shall constitute an additional 25% of Sponsor's overall judging score.

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

**Essay Question Answers (25%):** The essay answers 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 the transformation and the transformation process have impacted the Contestant's life. The essay answer score shall be based 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 judging of the essay question answers shall constitute 25% of Sponsor's overall judging score.

**Ultimate Health Transformation Grand Prize:** When Sponsor, or the panel of judges appointed by Sponsor, judges for the Ultimate Health Transformation Grand Prize, the judging will occur using the following criteria:

**Statistics (40%):** The overall healthiest transformation result as evidenced by statistical changes (weight loss, muscle gain, measurements) shall constitute 40% of Sponsor's overall judging score.

**Essay Question Answers (60%):** The essay answers (including any optional Beachbody supplement or nutritional product essay question response) will be judged on the inspirational nature of the Contestant's true and unique Beachbody supplement or nutritional product or program story, as well as the originality, creativity, expressiveness and compelling nature of the Contestant's story, and how the Beachbody supplement or nutritional product or program has impacted the Contestant's life. The essay answer score shall be based on the compelling nature of the essay question answers, including specifically your personal experiences with the Beachbody supplement or nutritional product or program, and how it has helped you both in your transformation journey and your everyday life. The judging of the essay question answers shall constitute 60% of Sponsor's overall judging score.
Sponsor reserves the right to modify the judging criteria at any time, in Sponsor’s sole and absolute discretion.

8. What are the Grand Prize Prizes?

Main Contest Finalist Prizes. Provided they meet the terms and conditions herein and have been verified by Sponsor, each of the eight (8) Finalists will be awarded a prize consisting of a five day, four night trip to the location of the 2017 Team Beachbody Coach Summit on or around July 12, 2017 through July 16, 2017. The Main Contest Finalist Prize includes the following, all as provided and chosen by Sponsor in its sole discretion: two (2) roundtrip coach airfare tickets (for the Finalist and one travel companion selected by the Finalist) from the gateway airport near the Finalist’s place of actual residence to location of the 2017 Team Beachbody Coach Summit; admission to the Team Beachbody Coach Summit 2017 (for the Finalist and one travel companion); four (4) nights lodging accommodations for two (in one room) at a local hotel chosen by Sponsor; reasonable ground transportation to and from the airport (provided that you arrive and depart from the hotel with the general Sponsor group), hotel, and Summit location for each winner and one companion; and $100 (U.S. Dollars) per day for expenses. Expenses, fees, or other costs that are not expressly stated above, including any and all applicable incidental costs, room costs (including room service, mini bar charges, dry cleaning, Internet, etc.), planning costs and/or other expenses, taxes, fees, activities, excursions, insurance premiums or other costs arising from or related to alternative or extended travel plans, are not included, and are the sole responsibility of the Finalist. Sponsor reserves the right to determine the airline and airport of return and departure. If a Main Contest Finalist lives within two hundred (200) miles of the 2017 Team Beachbody Coach Summit location, Sponsor will substitute air transportation with ground transportation between the Main Contest Finalist's residence and hotel in the destination city, and the difference in value will not be awarded.. Sponsor will book the Finalist's and his/her travel companion's travel arrangements and hotel accommodations. Each winner and companion must be available for travel on the dates designated by Sponsor for the 2017 Team Beachbody Coach Summit, or the prize will be forfeited. Approximate retail value: $3,600. Actual retail value may vary depending on the location of the Main Contest Finalist's residence and may fluctuate due to market conditions, changes in value of components, (e.g. air transportation and hotel rates) and other reasons.

Main Contest Runner-Up Prizes: Provided they meet the terms and conditions herein and have been verified by Sponsor, the six (6) Finalists who do not receive a Grand Prize will each be awarded a prize consisting of $25,000 (U.S. Dollars).

Main Contest Grand Prizes: Provided they meet the terms and conditions herein and have been verified by Sponsor, the two (2) Finalists, one (1) male and one (1) female, who have been selected as the Grand Prize Winners as set forth herein, will each be awarded a prize consisting of $100,000 (U.S. Dollars).

Ultimate Health Transformation Grand Prizes: Provided they meet the terms and conditions herein and have been verified by Sponsor, each of the Ultimate Health Transformation Grand Prize Winners, one male and one female, will be awarded a prize consisting of (A) $25,000 (U.S. Dollars), and (B) a five day, four night trip to the location of the 2017 Team Beachbody Coach Summit on or around July 12, 2017 through July 16, 2017. This includes the following, all as provided and chosen by Sponsor in its sole discretion: two (2) roundtrip coach airfare tickets (for the Ultimate Health Transformation Grand Prize Winner and one travel companion selected by the Ultimate Health Transformation Grand Prize Winner) from the gateway airport near the Ultimate Health Transformation Grand Prize Winner's place of actual residence to the
location of the 2017 Team Beachbody Coach Summit; admission to the Team Beachbody Coach Summit 2017 (for the Ultimate Health Transformation Grand Prize Winner and one travel companion); four (4) nights lodging accommodations for two (in one room) at a local hotel chosen by Sponsor; reasonable ground transportation to and from the airport (provided that you arrive and depart from the hotel with the general Sponsor group), hotel, and Summit location for each winner and one companion; and $100 (U.S. Dollars) per day for expenses. Expenses, fees or other costs that are not expressly stated above, including any and all applicable incidental costs, room costs (including room service, mini bar charges, dry cleaning, etc.), planning costs and/or other expenses, taxes, fees, activities, excursions, insurance premiums or other costs arising from or related to alternative or extended travel plans, are not included, and are the sole responsibility of the Ultimate Health Transformation Grand Prize Winner. Sponsor reserves the right to determine the airline and airport of return and departure. If an Ultimate Health Transformation Grand Prize Winner lives within two hundred (200) miles of the 2017 Team Beachbody Coach Summit location, Sponsor will substitute air transportation with ground transportation between the Ultimate Health Transformation Grand Prize Winner's residence and hotel in the destination city, and the difference in value will not be awarded. Sponsor will book the Ultimate Health Transformation Grand Prize Winner's and his/her travel companion's travel arrangements and hotel accommodations. Each winner and companion must be available for travel on the dates designated by Sponsor for the 2017 Team Beachbody Coach Summit, or the prize will be forfeited. Approximate retail value: $3,600. Actual retail value may vary depending on the location of the Ultimate Health Transformation Grand Prize Winner's residence and may fluctuate due to market conditions, changes in value of components, (e.g. air transportation and hotel rates) and other reasons.

**Optional Personally Sponsored Coach Awards:** In the event that a Main Contest Grand Prize Winner, a Main Contest Runner-Up Winner, or an Ultimate Health Transformation Grand Prize Winner has elected to answer the personally sponsoring Coach question in the affirmative: the personally sponsoring Coach of a Main Contest Runner-Up Winner will receive $5,000 (U.S. Dollars); the personally sponsoring Coach of an Ultimate Health Transformation Grand Prize Winner will receive $5,000 (U.S. Dollars); and the personally sponsoring Coach of a Main Contest Grand Prize Winner will receive $20,000 (U.S. Dollars). In order to receive these awards, the applicable personally sponsoring Coach must be current with all Coach Business Service Fees, in good standing, and in compliance with the Independent Team Beachbody Coach Policies and Procedures at all times during The Beachbody Challenge 2016 – 2017 contest period, through the dates of the 2017 Team Beachbody Coach Summit and at the time any potential prize is awarded. Such personally sponsoring Coaches will be notified by phone or email and will be required to sign and return to Sponsor, within seven (7) days of notice or attempted notice, a liability/publicity release. Failure to comply with this requirement will result in forfeiture of the monetary award.

All potential Finalists, including the Main Contest Grand Prize Winners and Runner-Up Winners, and all Potential Ultimate Health Transformation Winners will be required to sign and return a W-9 tax form (or W-8BEN form for non-US residents), and an affidavit of eligibility and liability/publicity release at the time of notification if they have not done so already. If a potential Finalist, including the Main Contest Grand Prize Winners and Runner-Up Winners, or a Potential Ultimate Health Transformation Winner fails to sign and return the W-9 (or W-8BEN) and affidavit of eligibility and liability/publicity release within the required time period, the prize will be forfeited.

All travel companions will be required to sign and return a publicity/liability release, and if a minor, his or her parent or legal guardian must sign and return a publicity/liability release on the
minor’s behalf. Failure to comply with this requirement may result in forfeiture of such companion’s ability to participate in any trips or rewards awarded herein, in Sponsor’s sole and absolute discretion.

All expenses, taxes, fees, insurance, or other costs that are not expressly stated above are not included in any prize and are the sole responsibility of the winner. Prizes are not transferable. No prize substitutions are allowed except at the sole discretion of Sponsor, who reserves the right to substitute a reward of equal or similar value. Sponsor will not replace any lost or stolen prizes. You agree to reimburse Sponsor for any prize fraudulently obtained by you. Any and all applicable federal, state, and local taxes and all fees and expenses related to acceptance and use of any prize not specifically stated herein are the sole responsibility of the individual prize winner.

9. Release: YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT YOUR PARTICIPATION IN THE CONTEST AND/OR YOUR RECEIPT OF ANY TRIP OR REWARD HEREIN (INCLUDING WITHOUT LIMITATION, AND IF APPLICABLE, PARTICIPATION IN ANY EXERCISE, WORKOUTS OR OTHER PHYSICAL ACTIVITIES, TRIPS, SPORTS, DANCING, AND CONSUMPTION OF MEALS AND ALCOHOL) (COLLECTIVELY, “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 (SUCH AS NAUSEA, CUTS AND BRUISES) TO SEVERE PERSONAL AND/OR BODILY INJURY (SUCH AS SPRAINS, BROKEN BONES, CRIMES, ALCOHOL POISONING AND HEART ATTACK), 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 OR TRIP IN ANY WAY, OR RECEIVING ANY OTHER REWARD HEREIN, 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”), 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 YOUR PARTICIPATION IN THE CONTEST AND/OR TRIP, THE ACTIVITIES, RECEIPT OR USE OR MISUSE OF ANY REWARD THAT MAY BE AWARDED, OR ANY PUBLICITY ARISING OUT OF THE CONTEST AND/OR TRIP.

10. 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
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patent, trademark, publicity, 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, you specifically represent that your additional photograph(s) submitted are original and current photographs depicting you as of the date set forth therein.

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, publisher 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 and hold harmless 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.

11. Publicity; Marketing: Except where prohibited by law, participation in the Grand Prize Contest and The Beachbody Challenge 2016 – 2017 constitutes your express and irrevocable consent to Sponsor's and its agents' worldwide use of Your Content, including without limitation your name, likeness, photographs, essay question answers, voice, opinions, biographical details and any other information you may submit or Sponsor may obtain in connection with your Entry for promotional, marketing or trade purposes in any and all media now known or hereafter discovered, without further payment or consideration; including, without limitation, placement on The Beachbody Challenge website and creation of promotional videos featuring the winners. In addition, except where prohibited by law, participation in the Grand Prize Contest and The Beachbody Challenge 2016 – 2017 constitutes Contestant's consent to Sponsor's contacting Contestant at a later date to inquire further and potentially gain more information about Contestant's transformation story. Further, as outlined above, participation in the Grand Prize Contest constitutes your consent to have your Entry and Your Content, including all photos, video, statistics, essays or other materials, submitted to the Beachbody community for review and voting in Grand Prize Contest. 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.

As an express condition to your participation in the Grand Prize Contest and receipt of any prize(s), you acknowledge and agree that you will be required, in Sponsor’s sole discretion, to provide an on-camera interview to take place during the 2017 Team Beachbody Coach Summit.

12. General Conditions: Winning or accepting any prize that may be awarded in the Contest is contingent upon fulfilling all tax, regulatory, and legal obligations (including completion of any forms required in connection therewith) and any other requirements set forth in these Official Rules, which shall all be at Contestant’s sole obligation. To the extent the prize includes a trip of any nature, potential winners must be available on the dates of such trip or the prize is forfeited. Winners are solely responsible for any and all state, local, and federal taxes. Subject to all applicable federal, state, and local laws and regulations. Void in any country outside of the United States of America and Canada, 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 Grand Prize Contest and/or extend or delay the submission or voting or any other periods, winner announcements, prize awards, or any part of thereof for any reason, including without limitation, due to 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, and that any information or data which you may provide in connection with the Contest or these Official Rules is being provided to Sponsor, and not Facebook.

Contestants are prohibited from obtaining votes by any fraudulent or inappropriate means, including, without limitation, offering prizes or other inducements to prospective voters, as determined by Sponsor in its sole discretion. Use of “dummy” accounts, scripts, macros or any fraudulent or automated system to vote or with the intent to impair the integrity of the voting process is prohibited and all such votes will be void. Sponsor reserves the right, in its sole and unfettered discretion, to nullify all votes obtained via such means and to disqualify contestants who are associated from further voting or participation in the Contest.
13. Limitations of Liability: You recognize and agree that the Released Parties are not responsible for: (1) any injury to you or any other party, and any other personal or property damage that may be caused or that may occur as a result of your attempting to create the Submission Materials; (2) any incorrect or inaccurate information, whether caused by entrants, printing errors, or by any of the equipment or programming associated with or utilized in the Contest; (3) technical failures of any kind, including, but not limited to, malfunctions, interruptions, or disconnections in phone lines, cable connections, or network hardware or software; (4) technical or human error which may occur in the administration of the Contest or the processing of entries, prize notification, and/or winner confirmation; (5) any lost, late, delayed, corrupted, undelivered, or undeliverable Contest entry or prize notification; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Contestant's participation in the Contest, or receipt or use or misuse of any prize that may be awarded. If for any reason an Entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Contestant's sole remedy is another entry in the Contest, provided that if it is not possible to award another entry due to discontinuance of the Contest, none shall be awarded.

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 $250.

14. 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, those terms may be found here; for Canadian residents, those terms may be found here.


16. 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: The Beachbody Challenge 2016 – 2017 Grand Prize Contest, 3301 Exposition Blvd., 3rd Floor, Santa Monica, California 90404. Winners' list requests must be received by December 31, 2017.

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