1. **Eligibility.** The Beachbody Challenge 2017 – 2018 Grand Prize Contest (“Grand Prize Contest”) is open only to verified winners of any Monthly Contest in the Beachbody Challenge 2017 – 2018 Monthly Contest (individually and collectively, the “Monthly Contest”), subject to the official rules for the Monthly Contest which can be accessed [here](#) or by visiting [www.BeachbodyChallengeContest.com](#). Sponsored by: Beachbody, LLC, 3301 Exposition Blvd., Santa Monica, CA 90404 (“Sponsor”).

2. **Contest Description.** Subject to these Official Rules, each verified winner of a Monthly Contest may submit all of the required materials set forth herein to compete and potentially win prizes in the Grand Prize Contest. From the entire pool of Monthly Contest winners who have submitted a valid Entry in the Grand Prize Contest, Sponsor will select eight (8) finalists, one in each of eight (8) separate categories based on age and gender (each, a “Finalist”, as explained in Section 5 below), to receive a trip to the 2018 Team Beachbody Coach Summit, and to be judged by Sponsor and voted on by the Beachbody® and Team Beachbody® community to determine the one (1) male and one (1) female who have the best and most compelling transformation story to be the Grand Prize Contest winners. Each of the two (2) winners will win $100,000.00!

   **Potential Sponsoring Coach Prizes.** If any winner of a Monthly Contest has nominated his/her personally sponsoring Coach for the role that Coach played during the winner’s transformation on their original Monthly Contest Entry, that Coach will also be eligible for a chance to receive a prize.

3. **Submission Period.** Contestants must submit their Entries between 12:00:00 AM Pacific Time (“PT”) on April 23, 2018 and 11:59:59 PM PT on April 29, 2018 (“Submission Period”). All required entry materials, as set forth in Section 4 below, must be received by Sponsor during the Submission Period. Entries that are late, incomplete, or otherwise do not meet the requirements set forth in these Official Rules will be disqualified in Sponsor’s sole and absolute discretion.

4. **Entry Requirements; Submissions.** In order to enter the Grand Prize Contest and be eligible to compete for a prize, you (“you,” or “Contestant”) must meet all of the following requirements (collectively, an “Entry”):

   (i) Be a winner of a Monthly Contest in the Beachbody Challenge 2017 – 2018 Monthly Contest;
(ii) Be a current Team Beachbody member (both Premium and free Basic members are eligible) at the time their Entry is submitted and at the time the prizes are awarded;

(iii) During the Submission Period, submit at least one (1), but not more than three (3), current photographs which depict the contestant’s actual, current physical appearance, and which were taken any time on or after April 13, 2018. The photographs must include at least one front, full length view (head-to-toe) showing the contestant holding up at his/her side a piece of paper with a secret code word or phrase written on it to verify the date on which the photo was taken (the secret code word or phrase will be revealed to all eligible contestants via email on April 13, 2018). The updated photograph(s) must be submitted directly to BeachbodyChallenge@Beachbody.com;

(iv) During the Submission Period, submit his/her current weight and optionally include other current measurements (chest, waist and hip measurements, body fat percentage, etc.) that depict contestant’s current physical condition. If any optional measurements are submitted, the measurements must be taken on the same day as the current photograph(s) mentioned in 4.(C) above. The items in this Section can be submitted with the photographs in Section 4.(iii) above or in a separate email to BeachbodyChallenge@Beachbody.com; and

(v) Be available to attend the 2018 Team Beachbody Coach Summit.

Photograph Requirements. Photographs should be of the best quality possible, as image quality is considered part of the judging criteria. To the extent possible, the “before” and “after” photographs should be similarly posed to those the contestant submitted as part of his/her entry in the Monthly Contest, or be composed so that the nature and extent of contestant’s physical transformation is evident. Photographs must, to the extent possible, be of contestant alone with no other human subjects. Contestant must own the rights to all photographs submitted as part of an Entry and contestant 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 any Entry that includes photographs 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.

Persons whose appearance, fitness or health transformation before, during, or after winning a Monthly Contest 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 one or more Beachbody Programs, Beachbody supplements or other Beachbody nutritional products may be disqualified, in Sponsor’s sole and absolute discretion.

Availability for the 2018 Team Beachbody Coach Summit. You must be available to attend the 2018 Team Beachbody Coach Summit, which is currently scheduled to take place on June 21, 2018 through June 24, 2018. Sponsor will announce the location of the 2018 Team Beachbody Coach Summit at a future date. As set forth herein, certain travel and accommodation expenses for attending the 2018 Team Beachbody Coach Summit will be paid for by Sponsor. Sponsor reserves the right to change the dates and
location for the 2018 Team Beachbody Coach Summit at any time and for any reason. As an express condition to your entry in the Grand Prize Contest and/or acceptance of a prize, you will be required, in Sponsor’s sole discretion, to provide an on-camera interview to take place during the 2018 Team Beachbody Coach Summit.

5. Selection of Finalists, Winners; Notification.

5.1 Selection of Finalists. All Entries (including the updated photograph(s) and required weight measurement) will be sorted into the following eight (8) categories based on each contestant’s age:

<table>
<thead>
<tr>
<th>Women</th>
<th>Men</th>
</tr>
</thead>
<tbody>
<tr>
<td>18 – 29 years old</td>
<td>18 – 29 years old</td>
</tr>
<tr>
<td>30 – 39 years old</td>
<td>30 – 39 years old</td>
</tr>
<tr>
<td>40 – 49 years old</td>
<td>40 – 49 years old</td>
</tr>
<tr>
<td>50 years old and over</td>
<td>50 years old and over</td>
</tr>
</tbody>
</table>

Sponsor will judge all valid Entries pursuant to the Judging Criteria and select the highest scoring Entry from each age category for a total of eight (8) finalists (each, a “Finalist,” and collectively, the “Finalists”). Each Finalist will be notified by email and/or telephone at the email address and/or telephone number provided by Finalist in his/her Entry on or around May 15, 2018. Subject to Sponsor's verification, the Finalists will be announced to the public on or around May 28, 2018.

5.2 Selection of Grand Prize Winners. Once Sponsor has selected the eight (8) Finalists, Sponsor will post each of the Finalist’s Monthly Contest Entries online at www.BeachbodyChallenge.com and Sponsor's official Beachbody Challenge Facebook page at https://www.facebook.com/BeachbodyChallengeContest/ on or around May 28, 2018 at 12:00:00 p.m. PT through June 4, 2018 at 12:00:00 p.m. PT. During that period, members of the Team Beachbody community will be able to view the Entries and vote for the two (2) 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 for a total of two (2) votes per day. The vote of the Team Beachbody community will account for forty percent (40%) of the scoring to determine the potential Grand Prize winners. Sponsor will also judge each of the eight (8) Finalists pursuant to the Judging Criteria. Sponsor’s judging will account for sixty percent (60%) of each Finalist's total score.

The one (1) male and one (1) female Finalists who have the highest total scores (i.e., Beachbody score plus Team Beachbody community voting score) among their respective gender groups will be the Grand Prize winners, subject to Sponsor's verification and these Official Rules. The Grand Prize winners will be announced at the 2018 Team Beachbody Coach Summit.

5.3 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 “Photographs” score. If there is still a tie, the potential winner(s) will be selected based on the highest “Essay Question Answers” score.
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 Grand Prize Contest.

You acknowledge and grant Sponsor the ability in its sole discretion to announce your name and any identifiable information on its Facebook page, Instagram page, Twitter page, websites, the BodyBoard app, or in any other form of public communication.

6. Judging Criteria. All Entries will be judged according to the following criteria ("Judging Criteria"):

Photographs (50%): The overall transformation of a contestant's appearance, judged both from the original “before” and “after” photographs as well as the current photograph of the contestant shall constitute twenty-five percent (25%) of the overall judging score, and the image quality of the photographs shall constitute an additional twenty-five percent (25%) of Sponsor's overall judging score.

Statistics (25%): Twenty-five percent (25%) of Sponsor's overall judging score will be based on the healthiest transformation result as evidenced by statistical changes (weight loss, muscle gain, measurements) over the course of a contestant's transformation.

Essay Question Answers (25%): The essay question answers will be judged on the inspirational nature of a contestant's true and unique transformation story, as well as the originality, creativity, expressiveness, and compelling nature of a contestant's description of his/her transformation process, and how the transformation and the transformation process have impacted the contestant’s life. Judging will be further based on (a) the compelling nature of the essay question answers, regimens maintained, and/or any dietary changes a contestant has made, and (b) the inspirational nature of the essay question answers, including discussion of a contestant's personal transformation journey, any obstacles the contestant may have overcome, and the achievement the contestant is most proud of. Essay question answers will constitute twenty-five percent (25%) 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.

7. Prizes. Subject to these Official Rules and Sponsor's verification, the prizes are as follows:

7.1 Finalist Prize. Each of the eight (8) Finalists will be awarded a prize consisting of one (1) round trip for the Finalist and one (1) travel companion to the location of the 2018 Team Beachbody Coach Summit, which is currently scheduled to take place on June 21, 2018 through June 24, 2018 (“Trip”). The Trip includes: round trip coach air transportation for one (1) Finalist and one (1) travel companion between a major commercial airport close to the Finalist's residence selected by Sponsor in its sole discretion and the location of the 2018 Team Beachbody Coach Summit; Sponsor-selected lodging in the destination city consisting of one (1) room for four (4) nights (based on double occupancy); admission to the 2018 Team...
Beachbody Coach Summit for the Finalist and his/her travel companion; reasonable ground transportation to and from the destination airport (provided that Finalist arrives and departs from the hotel with the general Sponsor group); and USD $100.00 per diem for the Finalist four (4) days. Approximate retail value (“ARV”) of the Trip: $2,800.00. Sponsor will book Finalist's and his/her travel companion’s travel arrangements and hotel accommodations. Finalist and his/her travel companion must be available for travel on the dates designated by Sponsor for the 2018 Team Beachbody Coach Summit or the Trip will be forfeited. See below for additional Trip details and restrictions.

7.2 Runner-up Prize. Each of the six (6) runners-up (i.e., the Finalists who do not receive the Grand Prize) will be awarded a prize consisting of $25,000.00.

7.3 Grand Prize. The one (1) male and one (1) female Finalists who have the highest total scores among their respective gender groups will each receive a grand prize of $100,000.00.

7.4 Optional Personally Sponsored Coach Prize. In the event that a Grand Prize winner or a Runner-up Prize winner answered the Personally Sponsoring Coach Question on their original Monthly Contest Entry in the affirmative (see Section 4.I.(E) in the Beachbody Challenge 2017 – 2018 Monthly Contest official rules here), then the personally sponsoring Coach of the Runner-up Prize winner will receive $5,000.00, and the personally sponsoring Coach of the Grand Prize winner will receive $20,000.00, subject to the terms and conditions herein. In order to receive these prizes, 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 2017 – 2018 Contest Period, during the 2018 Team Beachbody Coach Summit, and at the time any potential prize is awarded.

Each potential prize winner (including potential Trip winners) will be required to sign and return, within seven (7) days of notification or attempted notification, an Affidavit of Eligibility, a Liability Waiver, a W-9 Form (or other appropriate tax form based on prize winner’s place of residence) and where allowable, a Publicity Release (collectively, the “Releases”). These Releases will require the prize winner to furnish his/her Social Security Number for the sole purpose of tax reporting, as required by law. Travel companion of each Trip winner will also be required to sign a Travel Liability Waiver and publicity release (if travel companion is a minor, then his/her parent or legal guardian must sign and return the required Releases on the minor’s behalf). If a potential prize winner or travel companion (if applicable) fails to sign and return the Releases within the required time period, or if attempted delivery of their prize is rejected, refused, or otherwise fails for any reason beyond Sponsor’s control, then the potential winner’s prize will be forfeited and may be awarded to an alternate.

All prices are in U.S. Dollars. The value of the Trip represents Sponsor’s good faith determination of the retail value thereof. Total approximate retail value (“ARV”) of all prizes: $377,000.00 to $447,800 (depending on the number of Personally Sponsoring Coach Prize winners). Trip is not redeemable for cash. Prizes are not assignable or transferable. No exchanges and no substitutions are permitted, except if a prize is unavailable, in which case a prize of equal or greater value will be awarded, at Sponsor’s sole discretion. Any other incidental expenses relating to the prize not specified herein are the winner’s sole responsibility. Prize winners are solely responsible, at their own cost, for all matters relating to the prize, including but not limited to all federal, state and local taxes. It is the sole responsibility of each prize winner to seek independent counsel regarding tax implications. Other restrictions may apply. Sponsor will not replace any lost, stolen or undeliverable prizes. You agree to reimburse Sponsor for any prize fraudulently
obtained by you. THE PRIZES ARE AWARDED “AS IS” AND SPONSOR DOES NOT MAKE ANY, AND HEREBY DISCLAIMS, ANY AND ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE PRIZES.

Additional Trip Details/Restrictions. With respect to the Trip, all other travel-related expenses not specifically set forth above, including but not limited to, ground transportation to/from home, taxes, fees, gratuities, incidentals, upgrades, insurance, service charges, airport surcharges, luggage fees, departure taxes, food & beverage, and personal expenses such as telephone/Internet charges and gift shop purchases, are the sole responsibility of Finalist. Finalist and travel companion are responsible for obtaining proper travel documentation, including passports and visas, as applicable and to comply with any customs and immigration requirements. Actual retail value of the Trip may vary depending on the location of the 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. If Finalist lives within one hundred fifty (150) miles of the destination city, Sponsor may, in its sole discretion, substitute air transportation with ground transportation between Finalist's residence and hotel in the destination city, and the difference in value will not be awarded. Dates are subject to change. All reservations are based on availability and restrictions may apply. Trip cannot be combined with other offers. Finalist and his/her travel companion are responsible for obtaining any travel insurance (and all other forms of insurance) that they may wish to obtain (at their own expense) and hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. Advance booking requirements and travel restrictions may apply. Photo identification and credit card or cash deposit may be required at any time for incidental charges (e.g., room service, use of telephone/IT services, Internet, laundry and all other optional extra services not provided in the Trip). If Finalist elects to travel or partake in the Trip with no travel companion, no additional compensation will be awarded. If weather or other incidents or conditions beyond the control of the Sponsor affects the ability for Finalist and his/her travel companion to participate in any portion of Trip, then the Sponsor shall have no further obligation to the Finalist and/or travel companion other than to supply the remaining elements of the Trip package. Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotel, transportation companies, or any other persons providing any Trip-related services or accommodations. Sponsor is not liable for expenses incurred as a consequence of flight cancellation/delay. If for any reason whatsoever, Finalist and/or travel companion are unable to travel after all travel arrangements have been made and paid, Sponsor shall have no further obligation to the Finalist.

In the event the Finalist or his/her travel companion engages in behavior that, as determined by Sponsor in its sole discretion, is obnoxious or threatening, illegal, or intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the Trip early, in whole or in part, and send the Finalist and his/her travel companion home with no further obligation. In the event a Finalist or his/her travel companion engages in behavior during travel that is illegal, tortious, or subjects Finalist or travel companion to arrest or detention, Sponsor shall have no obligation to pay any damages, fees, fines, judgments or other costs or expenses of any kind whatsoever incurred by Finalist or his/her travel companion as a result of such conduct.

8. Release. YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT THE GRAND PRIZE CONTEST AND YOUR PARTICIPATION IN ANY ACTIVITIES IN CONNECTION WITH THE GRAND PRIZE CONTEST (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 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 GRAND PRIZE CONTEST IN ANY WAY, TAKING PART IN ANY ACTIVITIES, OR ACCEPTING ANY PRIZE 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 PRIZE 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 GRAND PRIZE CONTEST, ACTIVITIES, THE TRIP, RECEIPT OR USE OR MISUSE OF ANY PRIZE THAT MAY BE AWARDED, OR ANY PUBLICITY, DEFAMATION, OR INVASION OF PRIVACY ARISING OUT OF THE GRAND PRIZE CONTEST OR YOUR CONTENT (AS DEFINED HEREIN).

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 Grand Prize Contest, you represent that (a) the Entry and Your Content is truthful, original to you and does not contain any material that would defame or otherwise violate or infringe upon the rights of any third party, including any patent, trademark, publicity, privacy, moral, trade secret, copyright and/or other proprietary rights, and does not violate any applicable federal, state or local laws or ordinances, (b) you own or have the necessary licenses, rights, consents and permissions to use and allow the use of the Entry and Your Content, including any and all patent, trademark, publicity, 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 the extent applicable) 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) under Section 4.(iii) 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, 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 Grand Prize Contest and the Beachbody Challenge 2017 – 2018 constitutes your express and irrevocable consent to Sponsor’s and its agents’ worldwide use of Your Content, including without limitation your name, likeness, photographs, 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 2017 – 2018 constitutes your consent to Sponsor’s contacting you at a later date to inquire further and potentially gain more information about your 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, 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.

11. General Conditions. Winning or accepting any prize that may be awarded in the Grand Prize 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 your sole obligation. Winners are solely responsible for any and all state, local, and federal taxes. 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 Grand Prize Contest. 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, or winner announcements, 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 Grand Prize Contest in any manner, or for any reason related to the administration of the Grand Prize Contest, as determined by Sponsor in its sole discretion. In the event the Grand Prize 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 Grand Prize Contest, Sponsor may, in its sole and absolute discretion and without any fault or liability, void any suspect entries and (a) cancel the Grand Prize Contest; (b) modify or suspend the Grand Prize Contest to address the impairment and then resume the Grand Prize 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
Grand Prize 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 Grand Prize 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.

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 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 Grand Prize 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 Grand Prize 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 your participation in the Grand Prize 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 Grand Prize Contest, provided that if it is not possible to award another Entry due to discontinuance of the Grand Prize Contest, none shall be awarded.

BY PARTICIPATING IN THE GRAND PRIZE 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 GRAND PRIZE 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 GRAND PRIZE CONTEST, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED, WILL BE LIMITED TO AND WILL NOT EXCEED $25.

13. **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 Grand Prize Contest. For U.S. residents, these terms can be found here; for residents of Canada, these terms can be found here. If any part of these Official Rules is declared invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity of the balance of these Official Rules.

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, 2018 to: Beachbody, LLC, c/o The Beachbody Challenge 2017 – 2018 Grand Prize Contest, 3301 Exposition Blvd., Santa Monica, CA 90404.

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Issued: March 22, 2017