



BEACHBODY

*Decide. Commit. Succeed.®*

**THE BEACHBODY CHALLENGE® 2017 – 2018 MONTHLY CONTEST**

**OFFICIAL RULES**

**SPONSORED BY: BEACHBODY, LLC**

**1. Contest Periods.** The first Beachbody Challenge 2017 – 2018 Monthly Contest begins on April 1, 2017 at 12:00:00 AM Pacific Time (“PT”) and ends on April 30, 2017 at 11:59:59 PM PT. Subsequent Beachbody Challenge 2017 – 2018 Monthly Contests take place on a monthly basis and begin at 12:00:00 AM PT on the first day of each calendar month and end at 11:59:59 PM PT on the last day of each calendar month thereafter (each, a “**Monthly Contest Period**”) for a total period of twelve (12) months (each, a “**Monthly Contest**,” and collectively, the “**Contest**”), unless earlier terminated or extended by Beachbody, LLC (“**Sponsor**”) in its sole discretion (“**Contest Period**”). The final Monthly Contest begins at 12:00:00 AM PT on March 1, 2018 and ends at 11:59:59 PM PT on March 31, 2018. Sponsor’s computer is the official time-keeping device for the Contest. Sponsored by: Beachbody, LLC, 3301 Exposition Blvd., Santa Monica, CA 90404.

**2. Eligibility.** The Contest is open only to Team Beachbody members (both Premium and free Basic members are eligible as set forth below) who are legal residents of the fifty (50) United States and the District of Columbia, Puerto Rico, and Canada (excluding Quebec), and who are at least eighteen (18) years of age or the age of majority in their respective state/jurisdiction of permanent residence at the time of entry. Employees, officers, and directors of Sponsor or its parents, subsidiaries, and affiliates, and members of their immediate families (spouses, parents, siblings and children, regardless of where they live) and those living in the same household are not eligible to enter or win. Individuals who have participated in a test group or study of Sponsor and whose results and/or Entry (defined below) are due at least in part to such test group or study are not eligible to enter. Winners of any prior transformation contest sponsored in whole or in part by Sponsor, including prior Beachbody Challenge contests, Million Dollar Body contests, or any other transformation-based contests, are eligible to enter the Contest by submitting all new materials in compliance with these Official Rules along with new “before” pictures and measurements that verifiably post-date the “after” picture and measurements submitted as part of the winning entries in such prior contests. Sponsor reserves the right to verify the eligibility of winners. Participation in the Contest constitutes your full and unconditional agreement to these Official Rules and to Sponsor’s decisions, which are final and binding in all matters related to the Contest.

**3. Contest Description.** During each Monthly Contest Period, subject to the terms herein, you (“**you**” or “**Contestant**”) will have the opportunity to submit an Entry to share with Sponsor and potentially the broader Beachbody and Team Beachbody community how a Beachbody fitness program (each, a

“**Beachbody Program**”) has changed your body and your life<sup>1</sup>. At the end of each Monthly Contest Period, Sponsor will sort all Entries received during the Contest into eight (8) separate categories based on age and gender (see Section 5 below for details). Sponsor will then judge all such Entries pursuant to the Judging Criteria (as defined below) to determine the best and most compelling transformation story in each of the eight (8) categories. Subject to Sponsor’s verification and these Official Rules, these eight winners will each receive \$1,000.00 and will be eligible to participate in the Beachbody Challenge 2017 – 2018 Grand Prize Contest, subject to the terms and conditions in the official rules for that contest, which can be accessed [here](#) or by visiting [www.BeachbodyChallengeContest.com](http://www.BeachbodyChallengeContest.com). In addition, if any winner of a Monthly Contest nominates their personally sponsoring Team Beachbody Coach (“**personally sponsoring Coach**”) for the role that Coach played during the winner’s transformation on their original Entry, that personally sponsoring Coach will also be eligible to receive \$500, subject to these Official Rules.

**4. How To Enter.** In order to enter a Monthly Contest and be eligible to win a prize, you must meet all eligibility requirements herein and have provided all information required on your Team Beachbody account page (not your public profile), including your current full name, email, home address and telephone number (see [www.TeamBeachbody.com](http://www.TeamBeachbody.com) for details). You must then submit a complete and valid Entry, which must adhere to the following guidelines:

**Submission Materials.** During a Monthly Contest Period, you must submit all of the required items listed in paragraphs I.(A)-(E) below via the online Entry page located at [www.BeachbodyChallengeContest.com](http://www.BeachbodyChallengeContest.com). OPTIONAL: If you would like to share with Sponsor additional information such as how a Beachbody supplement, nutritional product or program (e.g., Shakeology® or the Beachbody Ultimate Reset®) has been part of your transformation journey, how your personally sponsoring Coach has been part of your transformation journey, or how a Challenge Group you may have joined has been part of your transformation journey, you may upload the optional items listed in paragraphs II.(A)-(C) below (collectively, with the required items in paragraphs I.(A)-(E), the “**Submission Materials**”). Your Submission Materials along with the information required on your account page (collectively, an “**Entry**”) should demonstrate how a Beachbody Program has transformed your body and your life.

### **I. Required Materials.**

(A) **Photographs:** You must submit a minimum of one (1) “before” and one (1) “after” photograph exhibiting your physical transformation accomplished with a Beachbody Program, which are clearly dated as closely as possible to the date on which the photographs were actually taken. Additionally, you may submit up to eight (8) optional photographs that exhibit your physical transformation. You must designate one (1) “before” photograph and one (1) “after” photograph as the primary photographs that will be displayed to the Team Beachbody community in this and any related contest. Your designation of any primary photographs is not binding on the Contest judges, who have sole discretion to select which photos they will use to judge this portion of your Entry. The “before” and the “after” photograph(s) must be dated any time after January 1, 2014.

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<sup>1</sup> If you do not already own a Beachbody fitness program, you can sign up for a free 14-day trial to Beachbody® On Demand and get streaming access to hundreds of Beachbody’s most popular workouts. Cancel anytime during the free trial by calling our friendly Customer Service at 1 (800) 470-7870. After 14 days, subscription fees will apply. Please visit [www.BeachbodyOnDemand.com](http://www.BeachbodyOnDemand.com) for details.

(B) Essay Questions: You must answer each of the mandatory essay questions contained on the entry form. Answers to each of the questions must range from approximately two words to one thousand characters of text, be written by you in the English or Spanish languages, and be original to you. To the extent your response to any essay question is submitted in the Spanish language, it will be translated by Sponsor into English prior to being considered by the judges. Contestants may not challenge or dispute Sponsor's translations. Essay answers should be expressive, descriptive, and responsive. The questions will include inquiries related to your physical and emotional condition before beginning a Beachbody Program, the challenges you faced before starting the program, the reason(s) that inspired you to change your body and your life, what you liked about your experience with the Beachbody Program, how the Beachbody Program changed your body and your life, and your most proud achievement stemming from your use of the Beachbody Program.

(C) Personal Statistics: You must submit your height and your "before" and "after" weight. You may optionally submit additional personal statistics specific to your transformation such as your "before" and "after" body fat percentage, chest, waist and hip measurements, cholesterol and blood pressure levels, but these materials will not be considered for judging purposes. All "before" statistics, including weight, must be dated on or after January 1, 2014.

(D) Personally Sponsoring Coach Question: You must answer a single question about whether your personally sponsoring Coach assisted you and/or was integral in your transformation process, and you must respond with either a "yes" or "no."

(E) Challenge Group Question: You must answer a single question about whether you participated in a Challenge Group, and you must respond with either a "yes" or "no."

**II. Optional Materials.** In addition to the required materials, you may answer any or all of the following four (4) optional essay questions below. Your answer to each question (i) may be as brief as you'd like, but may not be more than one thousand characters of text, (ii) must be written by you in the English or Spanish language, (iii) must be original to you, and (iv) should be expressive, descriptive and responsive.

(A) You may answer an optional essay question relating to how your personally sponsoring Coach helped you achieve your transformation.

(B) You may answer an optional essay question relating to how a Beachbody supplement or nutritional product or program has helped you during your transformation journey, including what impact the Beachbody supplement or nutritional product or program has had on your health and your life.

(C) You may answer an optional essay question relating to how your participation in a Beachbody Challenge Group helped you to achieve your transformation.

(D) You may answer an optional essay question relating to your experience with Beachbody On Demand and the role it played in your transformation, if applicable.

**Photograph and Essay Question 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 or be composed so that the nature and extent 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 and essay question answers submitted as part of your Entry 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. Any essay question answers submitted must be 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, essays 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 or fitness or health 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 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.**

**Entry Limits.** Limit one (1) Entry per individual during any Monthly Contest Period. It is your responsibility to update your Team Beachbody profile contact information as necessary. Entries are cumulative, meaning that each valid Entry will be eligible for judging in subsequent Monthly Contests; *provided, however*, that a Contestant may only win one (1) Monthly Contest during the overall Contest Period.

**5. How Will the Entries Be Judged?** At the conclusion of each Monthly Contest Period, Sponsor will sort all Entries received during the Contest into the following eight (8) categories:

<b>Women</b>	<b>Men</b>
18 – 29	18 – 29
30 – 39	30 – 39
40 – 49	40 – 49
50 and over	50 and over

On or around the first Monday of the calendar month immediately following each Monthly Contest Period (e.g., on or about the first Monday of May 2017 for the April 2017 Monthly Contest), Sponsor will judge all valid Entries pursuant to the Judging Criteria herein, and in its sole discretion will determine the best and most compelling transformation story in each of the eight (8) categories, each of which will be deemed a potential winner for that Monthly Contest. Sponsor, whose decisions are final on all matters relating to all Contest, will judge the Entries based on the following criteria (“**Judging Criteria**”):

Photographs (50%): The overall transformation of a Contestant’s appearance shall constitute twenty-five percent (25%) of the overall judging score, and the quality of the photographic image

shall constitute an additional twenty-five percent (25%) of the overall judging score, for a total of fifty percent (50%) of the overall judging score.

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

Essay Question Answers (25%): The essay 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 the contestant's description of the transformation process and how the transformation and the transformation process 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 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. The essay question answers shall constitute twenty-five percent (25%) of the overall judging score.

**Tie Breaker.** In the unlikely event of a tie in a Monthly Contest, the potential winner(s) will be selected based on the highest ranking combined "Photographs" score. If there is still a tie, the potential winner(s) will be selected based on the highest ranking "Essay Question Answers" score.

**6. Winner Announcement; Notification; Requirements.** On or around the third Tuesday following the conclusion of each Monthly Contest Period (e.g., May 16, 2017 for the April Monthly Contest) Sponsor will announce the potential winners for that Monthly Contest via Sponsor's official websites, Facebook, Instagram, and Twitter pages. Sponsor reserves the right to announce the potential winners at earlier or later dates. Each potential prize winner will be notified by Sponsor on or around the date of announcement via email or by telephone. 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. Each potential prize winner (including potential winners of the personally sponsoring Coach prize) 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. If a potential winner fails to sign and return the Releases within the required time period, or if attempted delivery of their prize is rejected, refused, or otherwise fails for any reason beyond Sponsor's control, then the potential winner's prize will be forfeited and, at Sponsor's sole discretion, retained by Sponsor or awarded to an alternate potential Monthly Contest winner receiving the next highest score pursuant to the Judging Criteria. It is solely the responsibility of each contestant to make sure his/her account information is accurate and current. The prize will be awarded within approximately forty-five (45) days after winner verification.

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

**7. Prizes.** Subject to these Official Rules and Sponsor's application of the Judging Criteria, the prizes are as follows:

**7.1 Monthly Contest Prize.** A total of eight (8) contestants in each Monthly Contest—one in each of the categories set forth in Section 5 above—will each be awarded a prize consisting of \$1,000.00.

**7.2 Eligibility for the Beachbody Challenge 2017 – 2018 Grand Prize Contest.** All Monthly Contest winners will be automatically eligible for entry in the Beachbody Challenge 2017 – 2018 Grand Prize Contest, subject to the terms and conditions in the official rules for that contest, which can be accessed [here](#) or by visiting [www.BeachbodyChallengeContest.com](http://www.BeachbodyChallengeContest.com).

**7.3 Optional Personally Sponsoring Coach Awards.** In the event that a winning contestant has responded in the affirmative to the required essay question regarding his/her personally sponsoring Coach, that personally sponsoring Coach will receive a prize of \$500.00, subject to Sponsor's verification (in the event the winning contestant has changed his or her personally sponsoring Coach between the time of entry and the prize award, the individual who was the winning contestant's personally sponsoring Coach at the time of entry will win this prize). In order to receive this prize, the 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 Contest Period and at the time any potential prize is awarded.

All prizes are in U.S. Dollars. Prizes are not assignable or transferable. No exchanges and no substitutions are permitted. Any other incidental expenses relating to the prizes not specified herein are the winner's sole responsibility. 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 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. Entering and/or participating in the Contest constitutes your consent to have your Entry and Submission Materials, including all photos, statistics, essay answers and other materials, posted for the entire Beachbody community for review and voting in the Grand Prize Contest if you are a Monthly Contest winner.

**8. Release.** By participating in the Contest and the Beachbody Challenge 2017 – 2018 in any way, uploading or making any Entry for consideration, or taking receipt of or using any prize that may be awarded, you agree to release and hold harmless Sponsor, Team Beachbody, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees, and agents (collectively, the "**Released Parties**") from and against any claim or cause of action, including, but not limited to, 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, (b) you own or have the necessary licenses, rights, consents and permissions to use and allow the use of the Entry and Your Content, including any and all patent, trademark, publicity, privacy, moral, trade secret, copyright, and/or other proprietary rights therein, and (c) you have the written consent, release, and/or permission of each and every identifiable person in the Entry and Your Content to use such person's name or likeness in the Entry and Your Content for the uses contemplated herein. You represent that you have not copied or in any way taken any of the Entry or Your Content from any third party.

Further, by making or submitting any Entry and Your Content, you expressly grant the Released Parties a perpetual, worldwide, royalty-free, sublicensable, and transferrable right and license to host, store, modify, use, distribute, reproduce, excerpt, adapt, prepare derivative works of, publicly perform and display, publish, and make any other use of your Entry and Your Content in any and all media now known or hereinafter devised, as determined by Sponsor in its sole discretion. This includes, but is not limited to, the right and license to modify, use, distribute, reproduce, excerpt, adapt, prepare derivative works of, publicly perform and display, publish and make any other use of the Entry and Your Content and all aspects thereof: (a) in and in connection with any product, recording, video, advertisement, infomercial, or any advertising or promotional material; and (b) on Beachbody.com, TeamBeachbody.com, or any other website 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, your participation in the 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, 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 and 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 or Contestants. In addition, except where prohibited, participation in any part of the Contest and the Beachbody Challenge 2017-2018 constitutes your consent to Sponsor contacting you at a later date to inquire further and potentially gain more information about your transformation story. Further, as outlined above, participation in any part of the Contest constitutes your consent to have your Entry and Your Content, including all photos, video, statistics, essays or other materials, submitted to the Beachbody or Team Beachbody community for review and voting in the Beachbody Challenge 2017-2018 Grand Prize contest if you are determined to be a winner of a prize in any Monthly 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 or 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, in Quebec, 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, winner announcements or any part of thereof for any reason, 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.

**12. 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 you or another contestant, printing errors, or by any of the equipment or programming associated with or utilized in the Contest; (3) technical failures of any kind, including, but not limited to, malfunctions, interruptions, or disconnections in phone lines, cable connections, or network hardware or software; (4) technical or human error which may occur in the administration of the Contest or the processing of entries, prize notification, and/or winner confirmation; (5) any lost, late, delayed, corrupted, undelivered, or undeliverable Entry or 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 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 \$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 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.

**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 website.

**15. Official Rules Request.** To request a copy of the Official Rules, send a self-addressed, stamped envelope by December 31, 2018, to: Beachbody, LLC, c/o Beachbody Challenge 2017-2018 Monthly Contest Official Rules Request, 3301 Exposition Blvd., Santa Monica, CA 90404.

**16. Winner Confirmation.** For a written confirmation of the winners (available after May 31, 2018) send a self-addressed, stamped envelope no later than December 31, 2018 to: Beachbody, LLC, c/o Beachbody Challenge 2017-2018 Monthly Contest Winner Confirmation Request, 3301 Exposition Blvd., Santa Monica, CA 90404.

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