



**TEAM BEACHBODY® CHAIRMAN'S CLUB ADVENTURE & 2011 TOP COACH OF THE
YEAR CHALLENGE ("CHALLENGE")
OFFICIAL RULES
SPONSORED BY: BEACHBODY, LLC**

1. Challenge Period: The Team Beachbody Chairman's Club Adventure and 2011 Top Coach of the Year Challenge begins on January 1, 2011, at 12:00 AM Eastern Time ("ET"), and ends on December 31, 2011, at 11:59 PM ET ("Challenge Period"). Beachbody, LLC's ("Sponsor") computer is the official time-keeping device for the Challenge Period.

2. Challenge Description: The Chairman's Club Adventure and 2011 Top Coach of the Year Challenge relates to the Team Beachbody Elite Challenge, in which participating, eligible, and qualified Team Beachbody Elite Coaches (each, a "Qualified Elite Coach"; "Team Beachbody Elite Coach" is defined in the Team Beachbody Elite Challenge Official Rules) are invited to earn Elite points ("Elite Points") in order to qualify for Chairman's Club Adventure and Top Coach of the Year rewards. Coaches who have qualified for the title of Team Beachbody Elite Coach and have met the qualifications listed in these Official Rules will be eligible to receive the Chairman's Club Adventure Reward in addition to the Success Club Trip and Team Beachbody Elite rewards. The one Coach who has qualified for the title of Team Beachbody Elite Coach and has accumulated the most Elite Points during the Challenge Period as set forth below will be eligible to receive the Top Coach of the Year Reward in addition to the Success Club Trip, Team Beachbody Elite, and Chairman's Club Adventure rewards.

Full Success Club Trip Challenge Official Rules, including qualifications for Success Club 5 and Success Club 10, rewards, how to earn Success Club Points, and full description of Success Club rewards are available at:

http://www.beachbodycoach.com/uploads/fckeditor/mdbody/File/downloads/2010_success_club_challenge_rules_v011310.pdf

Full Team Beachbody Elite Challenge Official Rules, including Elite Challenge qualifications, and full description of Team Beachbody Elite rewards are available at:

http://www.beachbodycoach.com/uploads/fckeditor/mdbody/File/downloads/2010_beachbody_elite_challenge_rules.pdf

3. How to Earn Elite Points

Qualified Elite Coaches can earn Elite points ("Elite Points") as follows, which will not carry over into any or from any Challenge Period:

A. One (1) Elite Point will be earned for every Success Club Point earned during the Challenge Period. Any returned products will not count toward and will be deducted from Success Club and corresponding Elite points.

B. One (1) Elite Point will be earned for every 100 Personal Volume ("PV") points (as defined in the Coach Policies and Procedures) produced by new Personally Sponsored Coaches (as defined in the Team Beachbody Compensation Plan) who sign up during

the Challenge Period. The aggregated value of all Personal Volume produced by all new Personally Sponsored Coaches who sign up during the Challenge Period will be used to determine the number of points to be allocated. Any returned products will not count toward and will be deducted from PV points.

C. One (1) Elite Point will be earned for any Personally Sponsored Coach who advances to a new lifetime rank of Emerald during the Challenge Period.

D. Three (3) Elite Points will be earned for any Personally Sponsored Coach who advances to a new lifetime rank of Ruby during the Challenge Period.

E. Five (5) Elite Points will be earned for any Personally Sponsored Coach who advances to a new lifetime rank of Diamond during the Challenge Period.

The close of the last bonus week during the Challenge Period (December 28, 2011) will be the final week in which rank advancements will count towards Elite Points.

To enter the Challenge, you must be an existing Team Beachbody Coach, Active, and in good standing (as defined in the Team Beachbody Compensation Plan) during the Challenge Period.

4. Challenge Qualifications

A. Chairman's Club Adventure Qualifications: In order to qualify for the Chairman's Club Adventure Challenge you must first meet the Team Beachbody Elite Challenge Qualifications for the 2011 Challenge Period (for details see the Team Beachbody Elite Challenge Official Rules). The top ten (10) highest overall Elite Point earners among all Qualified Elite Coaches during the Challenge Period will be deemed the potential winning Coaches in the Chairman's Club Adventure Challenge.

B. Top Coach of the Year Qualifications: In order to qualify for the Top Coach of the Year Challenge, you must first meet the Team Beachbody Elite Challenge Qualifications for the 2011 Challenge Period (for details see the Team Beachbody Elite Challenge Official Rules). The top (1) highest overall Elite Point earner among all Qualified Elite Coaches during the Challenge Period will be deemed the potential winning Coach in the Top Coach of the Year Challenge.

5. Challenge Calculation and Decision: Preliminary evaluation of Elite Points and Team Beachbody Elite Challenge Qualifications will be held on or about January 6, 2012. Final evaluation of Elite Points and Team Beachbody Elite Challenge Qualifications will be held on or about February 7, 2012. The total amount of Elite Points during the Challenge Period will be calculated to determine the Chairman's Club Adventure and Top Coach of the Year winners.

In the event of a tie, the Qualified Elite Coach with the most Success Club Points earned through enrolling new Personally Sponsored Beachbody Coaches enrolled with a Home Direct order (or orders) totaling a minimum of ninety (90) PV points within 31 days of sign up, will be deemed a winner. If ties remain, the potential Chairman's Club Adventure and/or Top Coach winner will be determined based on the highest number of total PV points earned during the Challenge Period.

For Coaches who have more than one Beachbody Coach Business Center, all activity which will be applied toward qualifications in section 4 which occur from each business center will be aggregated together and reflected in the Coach's primary business center. Only the primary Beachbody Coach Business Center will be eligible to receive Challenge rewards as listed in section 6 below. All other additional Beachbody Coach Business Center outside of the primary will not be eligible for rewards listed in section 6 below.

The preliminary potential Chairman's Club Adventure and Top Coach of the Year winners will be notified on or about January 13, 2012 on TeamBeachbody.com. However, final Chairman's Club Adventure and Top Coach of the Year winners will not be determined until on or about February 7, 2012 to ensure standings to not change due to any deduction of Success Club Points, Elite Points or PV, whether due to returned product (including product returned between January 1, 2012 through February 6, 2012) or as otherwise set forth herein (or in the Success Club Trip Challenge or Elite Challenge rules). Potential winners will be required to sign and return to Sponsor, within seven (7) days of notice or attempted notice, an affidavit of eligibility and liability/publicity release in order to claim his/her reward. If a potential Challenge winner fails to sign and return an affidavit of eligibility and liability/publicity release within the stated time period, the reward will be forfeited.

Personal Volume produced from the Customer Lead Program or the Shakeology Customer Lead Program, and Personally Sponsored Coaches received through the Coach Connection Program do not count toward Elite Points.

6. Rewards:

Chairman's Club Adventure Challenge Reward: A reward consisting of a trip to Tahiti including roundtrip airfare, lodging, meals, ground transportation (while in the destination city), and activities (all as provided by Sponsor) for each winner and one companion at the annual Chairman's Club Adventure Event ("Event"), on or around May 2012. Reward will be awarded pending verification. Each winner and companion must have a valid passport at the time of the Event and be available for travel on above designated dates, or trip reward will be forfeited. **Approximate Retail Value \$23,000.00**

Top Coach of the Year Challenge Reward: A reward consisting of the title of "Top Coach of the Year," the Ten Thousand Dollar Top Coach Dream Prize (Ten Thousand Dollars (\$10,000.00) to be awarded through the Coach's commission check before the end of January, 2012), and the Top Coach of the Year Champion Belt will be awarded to the qualifier. **Approximate Retail Value \$10,000.00**

7. Who Can Enter: The Challenge is open to Qualified Elite Coaches who are legal residents of the United States, including Puerto Rico and the territories of Guam and the Virgin Islands who are at least 18 years old, or the age of majority in the entrant's legal state of residence, and who hold a valid passport as of the date of travel. Employees of Sponsor, Team Beachbody, Beachbody.com, and their parent and affiliate companies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. Subject to all applicable federal, state, and local laws and regulations. Void where prohibited by law. By taking or participating in the Challenge, you confirm your full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Challenge. Winning any prize that may become available is contingent upon fulfilling all requirements set forth herein.

8. Release: By participating in the Challenge in any way or taking receipt of any reward that may be awarded, you agree to release and hold harmless Sponsor, Beachbody.com, Team Beachbody, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and reward suppliers, and each of their respective parent or subsidiary 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 Challenge or receipt or use or misuse of any reward that may be awarded.

9. Publicity: Except where prohibited, participation in the Challenge constitutes Qualified Elite Coach's consent to Sponsor's and its agents' use of any Challenge winner's name, likeness, photograph, voice, opinions, and/or biographical information for promotional purposes in any

media, worldwide, without further payment or consideration. As an express condition to your acceptance of the Challenge rewards, at Sponsor's sole discretion, you will be required to provide an on-camera interview to take place during the Event. If you are unwilling or unable to provide this interview, you will no longer be eligible to receive your reward, in Sponsor's sole discretion.

10. General Conditions: Achieving or accepting any reward that may be awarded in the Challenge 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. Traveling companions of a Challenge winner may not be a minor, will be required to sign and return a publicity/liability release, and will be required to furnish required travel documents prior to travel. Sponsor reserves the right to cancel, suspend, and/or modify any and/or all of any Challenge, or any part of thereof, due to force majeure (including any act of terror or war), if any fraud, technical failure, or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of any Challenge in any manner, or for any reason related to the administration of a Challenge, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of any Challenge or to be acting in violation of these Official Rules, Sponsor's Coach Policies and Procedures, or any other Sponsor promotion or in an unsportsmanlike or disruptive manner. Sponsor's failure to enforce any provision of these Official Rules shall not constitute a waiver of that or any other provision of these Official Rules.

11. Limitations of Liability: The Released Parties are not responsible for: (1) 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 Challenge; (2) technical failures of any kind, including, but not limited to, malfunctions, interruptions, or disconnections in phone lines, cable connections, or network hardware or software; (3) technical or human error which may occur in the administration of the Challenge or the processing of Success Club and/or Elite Points, reward notification, and/or winner confirmation; (4) any lost, late, delayed, corrupted, undelivered, or undeliverable Challenge communications or reward notification; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in any Challenge or receipt or use or misuse of any reward that may be awarded. If for any reason a Qualified Coach's Elite Points are confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is to earn additional Elite Points during the Challenge Period, provided that if it is not possible to earn additional Elite Points due to discontinuance of the Challenge, none shall be awarded.

12. Disputes: All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Challenge, shall be governed by, and construed in accordance with, the laws of the State of California, U.S.A., and resolved in California courts, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California. Entrant and Sponsor agree that any action relating to these Official Rules or the rights and obligations of the entrant and Sponsor in connection with the Challenge shall exclusively be brought in Los Angeles, California, and both parties irrevocably consent to the jurisdiction of the State and Federal courts located in Los Angeles, California. Entrant and Sponsor expressly waive any objection that it may have based on improper venue or forum non conveniens to the conduct of any such suit or action in any such court. Except where prohibited, all Challenge entrants or reward awardees hereby agree that any claims, disputes, or actions of any kind shall be resolved individually, without resort to any form of class action, and waive all rights to claim indirect, punitive, incidental, consequential damages, and/or multipliers of damages and any other damages, other than for actual out-of-pocket expenses incurred as the result of participation in the Challenge or acceptance of any reward that may be awarded. The parties hereby agree to waive their respective rights to a jury trial of any claim or cause of action related to or arising out of the Challenge. The scope of the waiver is intended to be all-

encompassing of any and all disputes that may be filed in any court and that relate to any Challenge, including without limitation, contract claims, tort claims, breach of duty claims, and all other common law, regulatory, and statutory claims. In the event of litigation, these Official Rules may be filed as written consent to a trial by court. 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.

13. Privacy Policy: Entries are subject to Sponsor's Privacy Policy accessed through the bottom of <http://www.teambeachbody.com/> or otherwise posted and updated on Sponsor's website.

14. Challenge Winners List and Rules: For a list of winners and/or a copy of these Official Rules, send a hand-printed, self-addressed, stamped envelope to "Team Beachbody Chairman's Club Adventure & Top Coach of the Year Challenge 2011" at 3301 Exposition Blvd., Third Floor, Santa Monica, California 90404. Winner list requests must be received by June 30, 2012.

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