



**TEAM BEACHBODY® SUCCESS CLUB TRIP CHALLENGE 2011 (“CHALLENGE”)
OFFICIAL RULES
SPONSORED BY: BEACHBODY, LLC**

1. Challenge Period: The Team Beachbody Success Club Trip Challenge 2011 (“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”). The Challenge Period consists of twelve (12) separate qualification periods. Each calendar month of 2011 is a separate Qualification Period, beginning on the first day of the calendar month at 12:00 AM ET and ending on the last day of that calendar month at 11:59 PM ET (each, a “Qualification Period”). Beachbody, LLC’s (“Sponsor”) computer is the official time-keeping device for the Challenge Period.

2. Challenge Description: The Challenge consists of five separate, related challenges, the “Success Club 5 Trip Challenge,” the “Success Club 10 Trip Challenge,” the “50 Point Trip Challenge,” the “100 Point Trip Challenge,” and one “Success Club Bonus Challenge”, in which participating, eligible, and qualified Coaches (each, a “Qualified Coach”) are invited to earn Success Club points during the Challenge Period in order to be eligible to earn rewards for each Challenge’s specific rewards.

3. Success Club Trip Challenge Qualifications: To enter any Challenge, you must be an existing Team Beachbody Coach, Active (as defined in the Team Beachbody Compensation Plan), in good standing during each month of the Challenge Period, and in compliance with the Independent Team Beachbody Coach Policies and Procedures.

(a) Success Club 5 Trip Challenge: In order to qualify for the Success Club 5 Trip Challenge, you must meet Success Club 5 Qualifications for any nine (9) Qualification Periods during the Challenge Period. Alternatively, you can qualify by meeting the Fast Track Qualifications set forth below and Success Club 5 Qualifications for any six (6) Qualification Periods during the Challenge Period.

(b) Success Club 10 Trip Challenge: In order to qualify for the Success Club 10 Trip Challenge, you must meet Success Club 10 Qualifications for any nine (9) Qualification Periods during the Challenge Period. Alternatively, you can qualify by meeting the Fast Track Qualifications set forth below and Success Club 10 Qualifications for any six (6) Qualification Periods during the Challenge Period.

In order to qualify for the Fast Track Qualifications, you must enroll as a new Team Beachbody Coach in 2011 and reach Diamond rank (as defined in the Team Beachbody Compensation Plan) within your first 90 days of enrollment.

(c) 50 Point Trip Challenge: In order to qualify for the 50 Point Trip Challenge, you must accumulate 50 Success Club Points in the Challenge Period and pay \$1,000 to Beachbody by January 31, 2012 11:59 PM ET.

(d) 100 Point Trip Challenge: In order to qualify for the 100 Point Trip Challenge, you must accumulate 100 Success Club Points in the Challenge Period and pay \$500 to Beachbody by January 31, 2012 11:59 PM ET.

4. Success Club Bonus Challenge Qualification:

In order to qualify for the Success Club Bonus Challenge, you must qualify for Success Club 5 or Success Club 10 for all twelve (12) monthly Qualification Periods in 2011.

5. How to Earn Success Club Points

Qualified Coaches can earn Success Club points (“Success Club Points”) as follows, which will not carry over into any or from any Qualification Period for purposes of section 6, herein:

(a) Coach Points: Two (2) Success Club Points will be earned for each new personally sponsored Team Beachbody Coach (each, a “Personally Sponsored Coach”) enrolled with a Home Direct order (or orders) totaling a minimum of ninety (90) Personal Volume (“PV”) points (as defined in the Coach Policies and Procedures). All new Personally Sponsored Coaches must enroll with a Home Direct order (or orders) within thirty-one (31) days of enrollment in order for their Home Direct order to count toward the qualification requirement. The Coach’s join date counts as the first day of the thirty one days. Success Club Points will be awarded in the Qualification Period in which the Home Direct order transaction that occurs brings the order (or orders) total to a minimum of 90 PV from such Home Direct orders. Success Club Points associated with Personally Sponsored Coaches whose Home Direct order or orders are refunded, are not in compliance, or otherwise not current during the Challenge Period will not be counted.

(b) Customer Points: One (1) Success Club Point will be earned for any customer’s new Home Direct order or orders totaling a minimum of 90 PV points within a Qualification Period. Nor more than one (1) point per Customer will be awarded to the Coach. Success Club Points associated with Customers whose Home Direct order (or orders) are refunded will not be counted.

(c) Exclusions: Club Membership fees do not count towards Success Club Home Direct Requirements (*i.e.*, Club Membership fees do not count towards any PV points). Any Home Direct order(s) produced from the Customer Lead Program or the Shakeology Customer Lead Program do not count toward Success Club Points. Any new Coach produced from the Coach Connection Program, or any new Coach who transfers into or purchases an existing Beachbody Coach Business account, do not count toward Success Club points. Success Club Points associated with either Personally Sponsored Coaches or Customers whose Home Direct orders have been returned and refunded will result in a deduction of the corresponding amount of Success Club Points for the Qualification Period in which the return or refund transaction occurs.

6. How to achieve monthly Success Club Qualifications:

(a) Success Club 5 Qualifications:

In order to qualify for Success Club 5, you must:

- Be enrolled with a Home Direct and/or Autoship order (or orders) totaling a minimum of 90 PV,
- Earn five (5) Success Club Points, and
- A minimum of two (2) of the required five (5) Success Club Points must come from a new Personally Sponsored Coach enrolled with a Home Direct order (or orders) totaling a minimum of 90 PV.

(b) Success Club 10 Qualifications:

In order to qualify for Success Club 10, you must:

- Be enrolled with a Home Direct and/or Autoship order (or orders) totaling a minimum of 90 PV,
- Earn ten (10) Success Club Points, and
- A minimum of two (2) of the required ten (10) Success Club Points must come from a new Personally Sponsored Coach enrolled with a Home Direct order (or orders) totaling a minimum of 90 PV.

7. Challenge Calculation and Decision: Preliminary Success Club Qualifications and Points will be calculated on a daily basis and displayed in the Coach Online Office. Final calculation and evaluation of Success Club Qualifications will be held after the close of each Qualification Period. Preliminary Success Club 5 and 10 Trip Qualifications will be evaluated after the close of each Qualification Period. Preliminary 100 and 50 Point Trip Qualifications will be evaluated and after the close of each Qualification Period. Final evaluation of all Trip Challenge Qualifications will be held after the close of the Challenge Period. The Success Club Bonus Challenge will be evaluated after the close of the Challenge Period.

For Coaches who have more than one Beachbody Coach Business Center, all activity which will be applied toward qualifications in sections 3 - 6 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 8 below. All other additional Beachbody Coach Business Center outside of the primary will not be eligible for rewards listed in section 8 below.

Starting on or about October 7, 2011, Sponsor will announce potential winners who have qualified for Success Club 10 Trip Rewards or Success Club 5 Trip Rewards within the Challenge Period on TeamBeachbody.com.

On or about January 7, 2012, Sponsor will announce potential winners who have accumulated either 50 or 100 Success Club Points within the Challenge Period on TeamBeachbody.com. These potential winners will have until January 31, 2012 11:59 PM ET to submit payment to Sponsor in the amounts set forth in paragraph 3(c) or 3(d), as appropriate, in order to be eligible for the Rewards set forth in paragraph 8 below. Each potential Trip Challenge winner 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 the affidavit of eligibility, and liability/publicity release within the required time period, or has won the same reward offered in another Team Beachbody promotion, the reward will be forfeited.

8. Rewards:

(a) Success Club 10 Trip Challenge Reward: A reward consisting of (i) lodging and meals for four nights and five days (as provided by Sponsor) for each winner and one companion at the annual Success Club Trip Event ("Event"), on or around March 21, 2012 through March 25, 2012, and (ii) \$500 Cash to be awarded to the qualifier and paid in the Coach's commission check on or around the Bonus Week ending on January 30, 2012. Reward will be awarded pending verification. Each winner will be solely responsible for booking and financing his/her and his/her travel companion's travel arrangements including air, ground, and any other transportation to the Event. Each winner and companion must be available for travel on the above designated dates, or trip reward will be forfeited. **Approximate Retail Value \$3,500**

(b) Success Club 5 Trip Challenge Reward: A reward consisting of lodging and meals for four nights and five days (as provided by Sponsor) for each winner and one companion at the Event, on or around March 21, 2012 through March 25, 2012. Reward will be awarded pending verification. Each winner will be solely responsible for booking and financing his/her and his/her travel companion's travel arrangements including air, ground, and any other transportation to the Event. Each winner and companion must be available for travel on the above designated dates, or trip reward will be forfeited. **Approximate Retail Value: \$3,000**

(c) 100 Point Trip Challenge Reward: A reward consisting of lodging and meals for four nights and five days (as provided by Sponsor) for each winner and one companion at the Event, on or around March 21, 2012 through March 25, 2012. Reward will be awarded pending verification. Each winner will be solely responsible for booking and financing his/her and his/her travel companion's travel arrangements including air, ground, and any other transportation to the Event. \$500 must be paid to Beachbody via credit card or check. Each winner and companion must be available for travel on the above designated dates, or trip reward will be forfeited. Approximate Retail Value: **Approximate Retail Value: \$3,000**

(d) 50 Point Trip Challenge Reward: A reward consisting of lodging and meals for four nights and five days (as provided by Sponsor) for each winner and one companion at the Event, on or around March 21, 2012 through March 25, 2012. Reward will be awarded pending verification. Each winner will be solely responsible for booking and financing his/her and his/her travel companion's travel arrangements including air, ground, and any other transportation to the Event. \$1000 must be paid to Beachbody via credit card or check. Each winner and companion must be available for travel on the above designated dates, or trip reward will be forfeited. Approximate Retail Value: **Approximate Retail Value: \$3,000**

(e) Success Club Bonus Challenge Reward: A reward consisting of one thousand dollars \$1000.00 will be awarded to Success Club Bonus qualifiers and paid in the Coach's commission check no later than January 31, 2012. **Approximate Retail Value \$1,000.00**

Expenses, taxes, fees, insurance, or other costs that are not expressly stated above are not included in any reward and are the sole responsibility of the Qualified Coach. Rewards are not transferable. No reward substitutions are allowed except at the sole discretion of Sponsor, who reserves the right to substitute a reward of equal or similar value. Any and all local, state, or federal taxes are the sole responsibility of Qualifying Coach. Rewards may not be combined with any other Challenge. Qualified Coaches may not collect a reward from each of the Success Club 10 Trip Challenge, Success Club 5 Trip Challenge, 100 Point Trip Challenge, and 50 Point Trip Challenge – each Qualified Coach may only receive one (1) total of the Success Club 10 Trip Reward, the Success Club 5 Trip Reward, the 100 Point, or 50 Point Trip Challenge Reward, unless such Qualified Coach would be entitled to a reward including the same components through a separate, additional Challenge.

9. Who Can Enter: The Challenge is open to Qualified 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 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.

10. 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 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.

11. Publicity: Except where prohibited, participation in the Challenge constitutes each Qualified Coach's consent to Sponsor's and its agents' use of any Challenge winner's name, likeness, image, 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.

12. 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, and will be required to sign and return a publicity/liability release, and furnish required travel documents prior to travel. Sponsor reserves the right to cancel, suspend, and/or modify any Challenge, or any part of thereof, due to force majeure (including an act of terror or war), and 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 term of these Official Rules shall not constitute a waiver of that provision.

13. 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 Points, reward notification, and/or winner confirmation; (4) any lost, late, delayed, corrupted, undelivered, or undeliverable Challenge communications or reward notifications; 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 Success Club Points are confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is to earn additional Success Club Points during the Challenge Period, provided that if it is not possible to earn additional Success Club Points due to discontinuance of the Challenge, none shall be awarded.

14. 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.

15. 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.

16. 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 Success Club Trip 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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