



**TEAM BEACHBODY® SUCCESS CLUB TRIP CHALLENGE 2010
("CHALLENGE")
OFFICIAL RULES
SPONSORED BY: PRODUCT PARTNERS, LLC**

1. Challenge Period: The Team Beachbody Success Club Trip Challenge ("Challenge") begins on January 1, 2010, at 12:00 AM Eastern Time ("ET"), and ends on December 31, 2010, at 11:59 PM ET ("Challenge Period"). The Challenge Period consists of twelve (12) separate qualification periods. Each calendar month of 2010 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"). Product Partners, LLC's ("Sponsor") computer is the official time-keeping device for the Challenge Period.

2. Challenge Description: The Challenge consists of two separate, related challenges, the "50 Point Challenge," and the "100 Point Challenge," in which participating, eligible, and qualified Coaches (each, a "Qualified Coach") are invited to earn points in two different ways during the Challenge Period. Qualified Coaches who meet the 50 Point Challenge qualification during the Challenge Period will be eligible for the 50 Point rewards, and Qualified Coaches who meet the 100 Point Challenge qualification during the Challenge Period will be eligible for the 100 Point rewards, subject to verification.

3. How to Earn Success Club Points: How Qualified Coaches can earn Success Club points ("Success Club Points") can be found in the Success Club Challenge Official Rules, available at:

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

4. Challenge Qualifications: To enter the 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. In addition, for the 100 and 50 Point Challenges, you must meet the below:

(a) 100 Point Challenge: In order to meet the 100 Point Challenge, you must:

Accumulate 100 Success Club Points in the Challenge Period and pay \$250 to Product Partners by January 31, 2011.

(b) 50 Success Point Challenge: In order to meet the 50 Point Challenge, you must:

Accumulate 50 Success Club Points in the Challenge Period and pay \$750 to Product Partners by January 31, 2011.

(c) Exclusions: Club Membership fees do not count towards Success Club Home Direct Requirements. Any Activit Home Direct order(s) produced from the Customer Lead Program or Coach Connection Program do not count toward Success Club Points. Any Shakeology Customer order(s) allocated to Coaches via the Shakeology Customer Lead Program do not count toward Success Club Points. Success Club Points associated with either Personally Sponsored Coaches whose memberships are refunded or Home Direct orders which have been returned within 35 days after the close of the applicable Qualification Period, 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.

5. Challenge Calculation and Decision: Success Club Points will be calculated at the end of each month within the Challenge Period, and final evaluation of Challenge Qualifications, will be held after the close of the Challenge Period.

On or about January 7, 2011, 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, 2011 to submit payment to Sponsor in the amounts set forth in paragraph 4(a) or 4(b), as appropriate, in order to be eligible for the Rewards set forth in paragraph 6 below. Each potential Challenge winner will be required to sign and return to Sponsor, within seven (7) days of notice or attempted notice, a W-9 tax form, 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 W-9, 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.

6. Rewards:

100 Point Challenge Reward: A reward consisting of lodging and meals for two for eight days and seven nights (as provided by Sponsor) at the annual Coach Destinations event, on or around March 12, 2011 through March 19, 2011 ("Event") 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. \$250 must be paid to Product Partners either by deduction from commissions earnings 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: \$2,500.00.

50 Point Challenge Reward: A reward consisting of lodging and meals for two for eight days and seven nights (as provided by Sponsor) at the Event 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. \$750 must be paid to Product Partners either by deduction from commissions earnings 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: \$2,500.00.

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 Qualifying 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 greater 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 both the 100 Point and 50 Point Challenges – each Qualified Coach may only receive either the 100 point or 50 point reward, unless such Qualified Coach would be entitled to a reward including the same components through an additional Challenge.

7. Who Can Enter: The Challenge is open to Qualified Coaches who are legal residents of the United States, 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.

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 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 Coach's consent to Sponsor's and its agents' use of any Challenge winner's name, likeness, photograph, voice, opinions, and/or hometown and state 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 will be required to sign and return a publicity/liability release prior to travel. In the event such traveling companion is a minor, the publicity/liability release must be signed by the traveling companion's parent or legal guardian. Sponsor reserves the right to cancel, suspend, and/or modify any and/or all of

any Challenge, or any part of thereof, 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 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.

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 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 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.

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. 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 Success Club Trip Challenge 2010" at 3301 Exposition Blvd., Third Floor, Santa Monica, California 90404. Winner list requests must be received by June 30, 2011.