



**APRIL SURGE SUMMER SLIMDOWN SWEEPSTAKES**  
**OFFICIAL RULES**  
**SPONSORED BY: BEACHBODY, LLC**

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. Sweepstakes; Sweepstakes Period:** The APRIL SURGE SUMMER SLIMDOWN SWEEPSTAKES ("Sweepstakes") begins on April 7, 2014 at 9:00 a.m. Pacific Time ("PT") and ends on April 30, 2014 at 11:59 p.m. PT, unless earlier terminated or extended by Beachbody, LLC ("Sponsor") in its sole discretion ("Sweepstakes Period"). To enter the Sweepstakes, you must submit your Entry (as defined herein) during the Sweepstakes Period. Sponsor's computer is the official time keeping device for the Sweepstakes Period.

**2. Description:** During the Sweepstakes Period, Sponsor invites you ("you" or "Entrant") to post on Facebook, Instagram or Twitter an image of yourself and/or someone that you want to help get fit for summer and a bathing suit, along with the hashtag #SummerSlimdown. At the end of each day during the Sweepstakes Period, Sponsor will pool all valid Entries received that day and randomly select one (1) potential winner to win one (1) Shakeology® Taste Sampler (the "Prize"), subject to the terms and conditions herein.

**3. How to Enter:** In order to submit an Entry and enter the Sweepstakes, you must be an active Team Beachbody Coach in good standing and have a Facebook, Instagram or Twitter account. During the Sweepstakes Period, you must fulfill the following requirements: (i) you must post one (1) image on Facebook, Instagram or Twitter of yourself and/or someone that you want to help get fit for summer, (ii) the image you submit must include a bathing suit (you or your subject can be holding it, wearing it, or it can just be randomly situated), (iii) you must include—whether in the image itself or in a caption for the image—exactly which Beachbody® program you or your subject will complete for the Slimdown, and (iv) you must include the hashtag #SummerSlimdown (collectively, an "Entry"). Your Entry must meet all four requirements to be valid. For example, you may submit a photo of yourself holding a bathing suit with the caption "I plan on slimming down for summer with Focus T25," along with the hashtag #SummerSlimdown. Posts on any website or social media platform other than Facebook, Instagram or Twitter will not be counted as an Entry and are not eligible to win the Prize. Sponsor reserves the right to remove and disqualify any Entry that includes an image, caption, hashtag or link that is deemed, at Sponsor's sole discretion, to be hateful, lewd, pornographic, indecent, objectionable, offensive, distasteful or inappropriate in any manner. Entries must be true and authentic, and may not be retouched, enhanced or modified in any way.

**4. Limitations:** There is no limit to the number of Entries you may submit during the Sweepstakes Period; however, you can only win one (1) Prize in the Sweepstakes, and only one (1) Prize will be awarded per winning Entry and only to the Coach who submitted the Entry (i.e., only the Coach submitting the potential winning Entry will receive the Prize, not any other individual depicted in the photograph). The use of multiple identities or handles, automated systems or any other attempt to obtain unauthorized multiple Entries will result in disqualification of all such Entries. In the event of a dispute as to the source of any Entry, the authorized account holder of the email address used to create the Facebook, Instagram or Twitter account (whichever is applicable) from which the Entry originated will be deemed to be the valid entrant. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other authorized entity. The potential winner may be required to verify authorized account holder status.

**5. Eligibility:** The Sweepstakes is open only to legal residents of the United States (including Puerto Rico and the territories of Guam, the Virgin Islands, and American Samoa) and Canada (excluding Quebec) who are at least 18 years old or the age of majority in the entrant’s legal place of residence at the time of entry. Employees of Sponsor, Team Beachbody, 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.

**6. Prize Drawings:** Sponsor will randomly select one (1) potential winner from all eligible entries received each day received during the Sweepstakes Period on or about the following day. Sponsor reserves the right to draw and announce the Sweepstakes winners at a later time or increase or decrease the number of potential daily winner drawings at any time at its sole discretion. Odds of winning a Prize depend on the total number of eligible entries received during the Sweepstakes Period.

The potential winners will be notified by Sponsor via the platform from which the potential winning entry was submitted. Each potential winner may be required to sign and return to Sponsor, within seven (7) days of notice or attempted notice, a W-9 tax form (or W-8 tax form for non-US residents) and an affidavit of eligibility and liability/publicity release in order to claim a prize. Upon timely receipt of the potential winner’s tax form (if required), affidavit and release, Sponsor will process and verify such materials. Potential winners should expect to receive the Prize within 4 to 8 weeks. If a potential winner (1) fails to submit a complete Entry or is otherwise disqualified pursuant to these Official Rules, or (2) fails to sign and return the tax form (if required) and affidavit of eligibility and liability/publicity release within the required time period, the Prize will be forfeited and it will be awarded to an alternate, randomly selected potential winner who is also subject to verification.

**7. Prize:** Subject to the terms and conditions herein, and Sponsor’s verification, the Prize is as follows: one (1) Shakeology® Taste Sampler (approximate retail value: \$19.95).

For Canadian Prize Winners: Before a resident of Canada may be declared a winner of the Prize, the entrant will be required to correctly answer, without assistance of any kind, a time-limited mathematical skill-testing question to be administered during a pre-arranged telephone call or by e-mail.

No prize substitutions are allowed except at the sole discretion of Sponsor, who reserves the right to substitute a prize of equal or similar value. Prizes may not be combined with any other promotion or offer.

**8. Release:** By entering the Sweepstakes in any way, uploading or posting an Entry for consideration, or taking receipt of 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"), Facebook®, Twitter®, and Instagram® from and against any claim, loss, damage, cause of action, cost or expense (collectively, "Claim"), including, but not limited to, any Claim for damage to or loss of property or privacy arising out of participation in the Sweepstakes or receipt, use, misuse of, or participation in any prize that may be awarded, and any posting online, making public or otherwise using all or any part of your Entry.

**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 Sweepstakes, 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, participation in the Sweepstakes 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 Sponsor's website. 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 Sweepstakes 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 Entrant'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, 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 Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein. Sponsor reserves the right to cancel, suspend, and/or modify the Sweepstakes and/or extend or delay the Sweepstakes Period or winner announcements, or any part of thereof for any reason, including without limitation, 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 Sweepstakes in any manner, or for any reason related to the administration of the Sweepstakes, as determined by Sponsor in its sole discretion. In the event the Sweepstakes 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 Sweepstakes, Sponsor may, in its sole and absolute discretion and without any fault or liability, void any suspect entries and (a) cancel, modify or suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; and/or (b) 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 Sweepstakes, 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:** 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 Sweepstakes; (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 Sweepstakes or the processing of entries, prize notification and/or winner confirmation; (4) any lost, late, delayed, corrupted, undelivered or undeliverable entry or prize 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 the Sweepstakes or receipt or use or misuse of any prize. If for any reason an Entry (or any part thereof) is

confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, your sole remedy is the opportunity to submit another Entry in the Sweepstakes, provided that if it is not possible to submit another Entry due to discontinuance of the Sweepstakes, none shall be afforded. No more than the stated number of prizes will be awarded.

**13. 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 Sweepstakes, 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 each agree that any action relating to these Official Rules or the rights and obligations of each of entrant and Sponsor in connection with the Sweepstakes shall be exclusively 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 each 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, entrants 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 Sweepstakes. Entrant and Sponsor 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 Sweepstakes. 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 the Sweepstakes, 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.

**14. Privacy Policy:** Entries and participants are subject to Sponsor's current Privacy Policy accessed through the bottom of <http://www.beachbody.com/>, [www.teambeachbody.com](http://www.teambeachbody.com), or otherwise posted and updated on Sponsor's website.

**15. Winners List and Official Rules:** For a winners list and/or a copy of these Official Rules, send a self-addressed, stamped envelope to Beachbody, LLC, c/o **APRIL SURGE SUMMER SLIMDOWN SWEEPSTAKES**, 3301 Exposition Blvd., 3<sup>rd</sup> Floor, Santa Monica, CA 90404. Requests must be received by December 31, 2015. Vermont residents may exclude return postage.

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