



TEAM BEACHBODY® CUP – FEBRUARY 2018
OFFICIAL RULES
SPONSORED BY: BEACHBODY, LLC IN THE UNITED STATES,
BEACHBODY UK LTD. IN THE UNITED KINGDOM, AND
TEAM BEACHBODY CANADA LP IN CANADA

This Team Beachbody Cup – February 2018 promotion is not open to the general public. By participating in the Team Beachbody Cup – February 2018 (including accepting any of the rewards stated herein), you expressly and unconditionally agree to these Official Rules, which are final and binding in all respects.

1. Cup Period: The Team Beachbody Cup – February 2018 (“**Cup**”) begins on February 1, 2018, at 12:00:00 AM Pacific Time (“**ET**”), and ends on February 28, 2018, at 11:59:59 PM ET (“**Contest Period**”). The Cup includes several separate but related team and individual challenges, as explained in detail below. Sponsored by: Beachbody, LLC in the United States, Beachbody UK Ltd. in the United Kingdom (as the promoter), and Team Beachbody Canada LP in Canada (collectively, “**Team Beachbody**”). Team Beachbody’s computer is the official time-keeping device for the Cup.

PLEASE NOTE: ALL INFORMATION PROVIDED IN THESE OFFICIAL RULES, SUCH AS TRIP, LOCATION AND SCHEDULE INFORMATION IS SUBJECT TO CHANGE. FURTHER, WITHOUT LIMITATION OF ANY OTHER RIGHTS TO CANCEL OR ALTER THE CUP OR THESE OFFICIAL RULES DETAILED BELOW, TEAM BEACHBODY RESERVES THE RIGHT TO CANCEL THE CUP ENTIRELY PRIOR TO COMMENCEMENT OF THE CONTEST PERIOD (FEBRUARY 1, 2018).

2. Cup Description: Eligible Coaches (as defined in Section 3 below) must form and register teams and then compete for individual and team rewards.

Registration and Team Requirements: The team captain for each team (“**Team**”) may register no more than one (1) Team anytime between January 15, 2018 at 9:00:00 AM PT and January 31, 2018 at 11:59:59 PM PT by visiting www.teambeachbodycup.com and following the instructions. There is no minimum number of individuals required per Team; however, in order to compete and be eligible to win a Team Reward, Top Regional Team Reward, or Team Cup Champion Reward (as further explained in Sections 4 and 8 below), a Team must be comprised of exactly five (5) Eligible Coaches and may not include more than two (2) Diamond and one (1) Star Diamond team members (based on lifetime rank as of January 15, 2018) on the same Team. If a Team does not meet these requirements, then that Team’s members will only be eligible to earn an Individual Reward. An Eligible Coach may not be a member of more than one (1) Team. Once a Team has been registered, any changes to that Team must be submitted no later than February 5, 2018 via the change request form accessible at <http://tbbcoa.ch/CUPChangeRequest>. For determining compliance with Team requirements, lifetime ranks for the Eligible Coaches on each Team will be evaluated and determined based on each Eligible Coach’s status at the close of the bonus week ending on January 15, 2018 at 11:59:59 PM Eastern Time (“**ET**”).

Following registration, Eligible Coaches and Teams will compete during the Contest Period to earn Success Club Points and Cup Points (as explained below) to potentially receive the rewards set

forth herein. Cup Points may be earned, in part, by earning Success Club Points and achieving Success Club 5 and Success Club 10 Qualifications. For information on how to earn Success Club Points and achieve Success Club 5 and Success Club 10 Qualifications, please see the Success Club Official Rules ("**Success Club Rules**") available through the Coach Online Office.

3. Eligibility: The Cup is open to legal residents of the fifty (50) United States and the District of Columbia, Puerto Rico, Canada, and the United Kingdom, who are Eligible Coaches (as defined in this Section) and at least 18 years old or the age of majority in the Eligible Coach's legal place of permanent residence at the start of the Contest Period. Employees, representatives and mandataries of Team Beachbody (including Team Beachbody's 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. To enter the Cup, an individual must be (i) a member of no more than one (1) registered Team as set forth herein, and (ii) a Team Beachbody Coach, 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 reward is awarded ("**Eligible Coach**").

4. Cup Challenges: During the Contest Period, Eligible Coaches and Teams may qualify to receive rewards in four (4) of the following separate categories:

(a) Individual: Subject to the terms and conditions in these Official Rules, Eligible Coaches who individually achieve Success Club 5 or Success Club 10 Qualification for the month of February 2018 will receive an Individual Reward as set forth in Section 8 below.

(b) Team: All Eligible Coaches on a Team may qualify to win a Team Reward (as set forth in Section 8 below) if the Team meets all of the following requirements: (i) the Team consists of five (5) Eligible Coaches, with no more than two (2) Lifetime Diamond and one (1) Lifetime Star Diamond Coaches on the Team (based on lifetime rank at the end of the bonus week ending on January 15, 2018), and (ii) each Eligible Coach on such Team achieves Success Club 5 or Success Club 10 Qualification for the month of February 2018.

(c) Top Regional Team: All Eligible Coaches on a Team may qualify to win a Top Regional Team Reward (as set forth in Section 8 below) if the Team meets all of the following requirements: (i) the Team consists of five (5) Eligible Coaches, with no more than two (2) Lifetime Diamond and one (1) Lifetime Star Diamond Coaches on the Team (based on lifetime rank at the end of the bonus week ending on January 15, 2018), (ii) each Eligible Coach on such Team achieves Success Club 5 or Success Club 10 Qualification for the month of February 2018; and (iii) such Team is one of the top two (2) overall Cup Point earning teams in their designated region (see below for additional information on regions).

(d) Team Cup Champion: All Eligible Coaches on a Team may qualify to win the Team Cup Champion Reward (as set forth in Section 8) if the Team meets all of the following requirements: (i) the Team consists of five (5) Eligible Coaches, with no more than two (2) Lifetime Diamond and one (1) Lifetime Star Diamond Coaches on the Team (based on lifetime rank at the end of the bonus week ending January 15, 2018), (ii) each Eligible Coach on such Team achieves Success Club 5 or Success Club 10 Qualification for the month of February 2018, and (iii) such Team is the top overall Cup Point earning Team during the Contest Period amongst all Teams participating in the Cup.

Regions: A Team's region will be determined solely based on the CBC billing address of that Team's captain. A Team may only compete in one (1) region regardless of how many of the Team's members are located in different regions. For example, if a Team captain's CBC billing address is in Connecticut, USA and all other members of that Team are based in Alaska, USA, the Team will be designated as a US Northeast Team and will only be able to compete in that region. Team Beachbody will verify regions once registration has closed. The region breakdown is as follows:

US Northeast: Connecticut, Delaware, Massachusetts, Maryland, Maine, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Rhode Island, Vermont

US Southeast: Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee, Virginia, West Virginia, Washington DC

US West: Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, North Dakota, Nebraska, New Mexico, Nevada, Oregon, South Dakota, Utah, Washington, Wyoming, Armed Forces (Americas), Armed Forces (Europe), Armed Forces (Pacific), American Samoa, Federated States of Micronesia, Guam, Northern Mariana Islands, US Virgin Islands

US Central: Arkansas, Iowa, Illinois, Indiana, Kansas, Louisiana, Michigan, Minnesota, Missouri, Oklahoma, Texas, Wisconsin

US Hispanic: Puerto Rico

Canada: Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Northwest Territories, Nunavut, Ontario, Prince Edward Island, Quebec, Saskatchewan, Yukon

United Kingdom: England, Northern Ireland, Scotland, Wales

5. How to Earn Success Club Points and Qualifications, and Cup Points: Eligible Coaches and Teams can earn Success Club Points and Qualifications as set forth in the Success Club Rules. Eligible Coaches and Teams can earn cup points ("**Cup Points**") as follows:

(a) One (1) Cup Point will be earned for every Success Club Point earned during the Contest Period; *provided, however*, that any products that are returned or refunded during the Contest Period (including products that are purchased before the Contest Period and returned during the Contest Period) will be deducted from the total Cup Points earned.

(b) Three (3) Cup Points will be earned by an Eligible Coach for each Personally Sponsored Coach sponsored by that Eligible Coach that advances to a new lifetime rank during the Contest Period (as determined by Team Beachbody). The Eligible Coach will earn three (3) Cup Points for each new lifetime rank the Personally Sponsored Coach achieves. The Eligible Coach's Personally Sponsored Coach is not required to be registered on a Team in the Cup for any Cup Points to count.

(c) Three (3) Cup Points will be earned by an Eligible Coach if that Eligible Coach advances to a new lifetime rank during the Contest Period (as determined by Team Beachbody). The Eligible Coach will earn three (3) Cup Points for each new lifetime rank achieved.

All Cup Points earned by an Eligible Coach will only count towards that Eligible Coach's Cup Points in the Cup, and will not count towards, and may not be used in, any other Team Beachbody challenge, offer, contest or promotion. The close of the last bonus week in which rank advancements will count towards Cup Points for the Cup will be February 28, 2018 at 11:59:59 PM ET.

6. Limitations/Exclusions: No more than thirty-five (35) Cup Points may be earned by any Eligible Coach towards any Cup challenge (however, this 35 Cup Point limit will not apply for tiebreaking purposes, as explained in Section 7 below). In addition to any applicable Success Club Point exclusions in the Success Club Rules, and any exclusions set forth herein, Personal Volume points and Coach sign-ups produced from the Customer Lead Program, the Shakeology Customer Lead Program, or Coach Connection Program are excluded and will not count for purposes of determining Cup Point earnings and challenge qualifications for the Cup.

Note: For Eligible Coaches with more than one (1) Beachbody Coach Business Center, all activity that occurs from various business centers will be aggregated and reflected in the Eligible Coach's primary business center for purposes of determining Cup qualifications herein. Only the primary Beachbody Coach Business Center will be eligible to receive the rewards listed below; Beachbody Coach Business Centers outside of the primary business center will not be eligible to receive any rewards in the Cup.

7. Point Calculation; Winner Announcement:

Preliminary evaluation of all applicable points earned for the Individual and Team challenges will be held on a weekly basis during the Contest Period, and weekly progress reports will be provided to each individual Eligible Coach by email (at the email address on file with Team Beachbody). The progress reports will include the Eligible Coach's personal Success Club Point and Cup Point earnings, as well as those Cup Points earned by the Eligible Coach's Team. Final evaluation of all points earned for the Cup will take place on or around March 7, 2018 at 12:00 PM PT and potential winners will be notified and announced on or around March 12, 2018 at 12:00 PM PT in the Coach Online Office.

Tie Breakers: In the event of a tie in the Top Regional Team and Team Cup Champion challenges, the Team with the most Cup Points collectively earned during the Contest Period, including points in excess of the individual thirty-five (35) Cup Point limit, will be deemed the winner. If ties still remain, the Team with the most Personal Volume collectively earned during the Contest Period will be deemed the winner.

8. Rewards: The rewards set forth below will be awarded to potential winning Eligible Coaches and Teams as applicable following verification by Team Beachbody in its sole discretion, and provided that such potential winning Eligible Coaches and Teams meet all requirements, terms and conditions herein.

(a) Individual Reward: Subject to the terms and conditions herein, Eligible Coaches who achieve Success Club 5 or Success Club 10 Qualification for the month of February 2018 will receive:

- One (1) Team Beachbody umbrella (approximate retail value ("**ARV**"): \$28.95), and
- One (1) Team Cup ribbon at the 2018 Team Beachbody Coach Summit ("**Summit 2018**").

(b) Team Reward: Subject to the terms and conditions herein, if all five (5) Eligible Coaches on a Team achieve Success Club 5 or Success Club 10 Qualification for the month of February 2018, then each Eligible Coach on that Team will receive:

- The Individual Reward in Section 8(a),
- One (1) Team Beachbody Coach thermal shirt (ARV: \$38.95),
- One (1) spot at an exclusive "Team Cup" workout at Summit 2018,
- One (1) photo opportunity with a Beachbody Super Trainer at Summit 2018, and
- One (1) Team Cup ribbon at Summit 2018.

(c) Top Regional Team Reward: Subject to the terms and conditions herein, if all five (5) Eligible Coaches on a Team achieve Success Club 5 or Success Club 10 Qualification for the month of February 2018 and the Team is one of the top two (2) Team Cup Point earning teams during the Contest period in their region, then each Eligible Coach on that Team will receive:

- The Individual Reward in Section 8(a),

- The Team Reward in Section 8(b),
- Reserved floor seating for two (2) people (including the Eligible Coach) at all General Sessions and at Celebration at Summit 2018,
- On-stage recognition at Summit 2018,
- Hall of Fame recognition at Summit 2018,
- Access for the Eligible Coach and one (1) guest to the Leadership Ladder and Success Club party at Summit 2018 (ARV: \$250),
- One (1) Team Cup Top Regional Team ribbon at Summit 2018, and
- One (1) Team Cup Top Regional Team Jacket (ARV: \$100).

(d) Team Cup Champion Reward: Subject to the terms and conditions herein, if all five (5) Eligible Coaches on a Team achieve Success Club 5 or Success Club 10 Qualification for the month of February 2018 and the Team is the top overall Team Cup Point earning Team during the Contest period, then each Eligible Coach on that Team will receive:

- The Individual Reward in Section 8(a),
- The Team Reward in Section 8(b),
- The Top Regional Team Reward in Section 8(c),
- Round-trip coach class airfare tickets for the Eligible Coach and one (1) travel companion to Summit 2018 (see details below), which is currently scheduled to take place in Indianapolis, Indiana, USA from June 21, 2018 to June 24, 2018,
- Three (3) nights lodging (on the nights of June 21, June 22, and June 23, 2018) in one (1) room (double occupancy) in Indianapolis, USA, at a hotel to be selected by Team Beachbody in its sole discretion,
- An invitation for the Eligible Coach and one (1) guest to attend the “VIP Party Before the Party” at Summit 2018 with access to Beachbody executives Carl Daikeler, Jon Congdon, Michael Neimand, and Jeff Hill, as well as select Beachbody Super Trainers,
- One (1) Team Cup Champion Team ribbon at Summit 2018, and
- One (1) Team Cup Champion Team Jacket (ARV: \$100).

Additional Details – Team Cup Champion Reward: The Team Cup Champion Reward includes the following: round-trip coach class airfare tickets for the Eligible Coach and one(1) travel companion from the gateway airport near the Eligible Coach's place of actual residence located in the United States, Puerto Rico, the United Kingdom or Canada to Indianapolis, Indiana, USA; and three (3) nights lodging accommodations for the Eligible Coach and his/her travel companion in a standard room at a local Indianapolis hotel chosen by Team Beachbody (collectively, the “**Trip**”). The Trip does not include any tickets to Summit 2018. Airfare from any location outside the United States, Puerto Rico, the United Kingdom or Canada to Indianapolis, Indiana will be reimbursed up to a maximum of \$500 per ticket. Expenses, fees or other costs that are not expressly stated above, including any and all incidental costs, room costs (including room service, mini bar charges, Internet, dry cleaning, etc.) are not included and are the sole responsibility of the Eligible Coach.

Any and all planning and/or expenses arising from or related to alternative or extended travel plans are the sole responsibility of the Eligible Coach. Each Eligible Coach is responsible for obtaining any travel insurance (and all other forms of insurance) that they may wish to obtain at their own expense. Team Beachbody has not and will not obtain or provide travel insurance or any other form of insurance. Team Beachbody reserves the right to determine the airline and airport of return and departure as well as to substitute air transportation with ground transportation or elect to pay mileage for Eligible Coaches who live within 150 miles of Indianapolis, Indiana (any difference in value will not be awarded). Team Beachbody will book the winning Eligible Coach's and travel companion's flight and hotel accommodations. If a Trip winner elects to travel or partake in the Trip with no guest, no additional compensation will be awarded. Trip dates and/or times are subject to change at Team Beachbody's sole discretion. Each Eligible Coach must be available for travel on the designated dates, or the reward will be forfeited. The Trip is subject to the additional conditions below. ARV: \$2,500.00. Actual retail value may vary depending on the location of the Eligible Coach's residence and may fluctuate due to market conditions, changes in the value of Trip components, (e.g., air transportation and hotel rates) and other reasons. Eligible Coaches are responsible for obtaining proper travel documentation, including passports and visas as applicable, and to comply with any customs and immigration requirements.

Team Beachbody shall not be responsible for any cancellations, delays, diversions or substitutions or any act or omissions whatsoever by the air carriers, hotel, transportation companies, or any other persons or entities providing any Trip-related services or accommodations. Team Beachbody is not liable for expenses incurred as a consequence of flight cancellation/delay. In the event an Eligible Coach engages in behavior that, as determined by Team Beachbody in its sole discretion, is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Team Beachbody reserves the right to terminate the Trip early, in whole or in part, and send the Eligible Coach home with no further obligation. In the event an Eligible Coach engages in behavior during travel that (as determined by Team Beachbody in its sole discretion) is illegal, tortious, or subjects the Eligible Coach to arrest or detention, Team Beachbody shall have no obligation to pay any damages, fees, fines, judgments or other costs or expenses of any kind whatsoever incurred by the Eligible Coach as a result of such conduct. **BY ACCEPTING THE TRIP, AN ELIGIBLE COACH ACCEPTS (AND AGREES TO CONFIRM IN WRITING) THE INHERENTLY DANGEROUS NATURE AND RISK IN AIR AND LAND TRAVEL, INCLUDING POTENTIAL PERSONAL INJURY AND/OR DEATH, ACKNOWLEDGES THAT HIS/HER PARTICIPATION IN THE TRIP IS VOLUNTARY, ACKNOWLEDGES THAT THERE ARE NATURAL FACTORS AND OCCURRENCES WHICH MAY IMPACT OR AFFECT THE SAFETY OF THE ACTIVITIES HE/SHE IS PARTICIPATING IN AND HE/SHE ASSUMES THE RISK OF SUCH FACTORS AND OCCURRENCES AND AGREES TO THE EXTENT ALLOWED BY LAW THAT TEAM BEACHBODY AND ITS EMPLOYEES AND AGENTS SHALL NOT BE IN ANY WAY RESPONSIBLE FOR ANY RESULTING INJURY AND/OR DEATH. TEAM BEACHBODY SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY TRAVEL OR ANY OTHER ASPECT OF AN ELIGIBLE COACH'S ACCEPTANCE OR PARTICIPATION IN THE TRIP.**

Additional Trip Conditions: Each Eligible Coach acknowledges and agrees that all or any portion of the Trip will be photographed and/or recorded by Team Beachbody (and Team Beachbody shall own all rights in and to same) for future use. As an express condition to acceptance of the Team Cup Champion Reward, each Eligible Coach must consent in writing to being photographed and/or recorded, and may also be required to provide an on-camera interview to take place during certain portions of the Trip. If the Eligible Coach is unwilling or unable to consent in writing to being photographed or recorded or provide the interview, the Eligible Coach may not be eligible to receive the Team Cup Champion Reward, in Team Beachbody's sole discretion.

Limitations: Rewards will be awarded to potential winning Eligible Coaches following verification by Team Beachbody in its sole discretion of all requirements and qualifications in these Official Rules (including Success Club Points and Cup Points), and provided that such potential winning

Eligible Coaches meet the definition of "Eligible Coach" and all other terms and conditions herein. Once verified by Team Beachbody, Eligible Coaches who earn rewards listed herein may receive such rewards as instructed by Team Beachbody. Expenses, costs or fees that are not otherwise expressly stated above, including any and all applicable expenses, taxes, fees, insurance premiums or other costs arising from or related to the rewards are not included and are the sole responsibility of each winner. Rewards are not redeemable for cash and are not transferable. No reward substitutions are allowed except at the sole discretion of Team Beachbody, who reserves the right to substitute a reward of equal or similar value. Any and all local, state, federal, or other taxes are the sole responsibility of each reward recipient. It is the sole responsibility of an Eligible Coach to seek independent counsel regarding personal tax implications. Rewards may not be combined with any other challenge, promotion, contest or offer. Other restrictions may apply. Team Beachbody is not responsible for any lost, stolen, or undeliverable rewards. You agree to reimburse Team Beachbody for any reward or rewards fraudulently obtained by you in connection with the Cup. All prices are in US Dollars. REWARDS ARE AWARDED "AS IS" AND TEAM BEACHBODY DOES NOT MAKE ANY, AND HEREBY DISCLAIMS, ANY AND ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE REWARDS.

9. Publicity: Except where prohibited, participation in the Cup constitutes your consent to Team Beachbody's and its agents' use of any information, video, or testimonial of or provided by you before, during and/or after the receipt of any reward, including without limitation your name, image, likeness, photograph, voice, opinions, and/or hometown, state, and any biographical information for promotional purposes in any media, worldwide, without further payment, consideration or attribution to you.

10. Release: BY PARTICIPATING IN THE CUP, YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT YOUR PARTICIPATION IN THE CUP AND/OR THE TRIP (INCLUDING WITHOUT LIMITATION, AND IF APPLICABLE, PARTICIPATION IN ANY EXERCISE, WORKOUTS OR OTHER PHYSICAL ACTIVITIES, TRIPS, SPORTS, AND CONSUMPTION OF MEALS AND ALCOHOL) (COLLECTIVELY, "**ACTIVITIES**") MAY HAVE POTENTIALLY SIGNIFICANT AND INHERENT RISKS AND DANGERS THAT NO AMOUNT OF CARE, CAUTION, INSTRUCTION, OR EXPERTISE CAN ELIMINATE. YOU HEREBY ACKNOWLEDGE AND WILLINGLY, EXPRESSLY AND VOLUNTARILY ASSUME ALL THESE RISKS WHICH MAY RANGE FROM MINOR INJURIES (SUCH AS NAUSEA, CUTS AND BRUISES) TO SEVERE PERSONAL AND/OR BODILY INJURY (SUCH AS SPRAINS, BROKEN BONES, CRIMES, ALCOHOL POISONING AND HEART ATTACK), DEATH OR DAMAGE TO OR LOSS OF PROPERTY OR PRIVACY, AND ANY RESULTING DAMAGES OR EXPENSES. YOU AGREE THAT YOU WILL NOT PARTICIPATE OR BE INVOLVED IN THE ACTIVITIES UNLESS YOU ARE IN THE PROPER PHYSICAL CONDITION (INCLUDING BY OBTAINING PROPER ADVICE FROM YOUR MEDICAL PROVIDER IF APPLICABLE) AND WILL IMMEDIATELY STOP ANY ACTIVITY IF YOU FEEL PAIN, DIZZINESS OR OTHER DISCOMFORT. BY PARTICIPATING IN THE CUP AND/OR TRIP IN ANY WAY, TAKING PART IN ANY ACTIVITIES, OR ACCEPTING ANY REWARD THAT MAY BE AWARDED, YOU AGREE TO RELEASE AND HOLD HARMLESS BEACHBODY, LLC, BEACHBODY UK LTD., TEAM BEACHBODY CANADA LP, TEAM BEACHBODY AND THEIR RESPECTIVE PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, SUPPLIERS, DISTRIBUTORS, ADVERTISING/PROMOTION AGENCIES, AND REWARD SUPPLIERS, AND EACH OF THEIR RESPECTIVE 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 YOUR PARTICIPATION IN THE CUP AND/OR TRIP, ACTIVITIES, RECEIPT OR USE OR MISUSE OF ANY REWARD THAT MAY BE AWARDED, OR ANY PUBLICITY ARISING OUT OF THE CUP AND/OR TRIP. NOTHING IN THESE OFFICIAL RULES SHALL DISCLAIM, LIMIT OR EXCLUDE LIABILITY FOR ANY LIABILITY WHICH MAY NOT BE DISCLAIMED, LIMITED OR EXCLUDED PURSUANT TO APPLICABLE LAW.

11. General Conditions: Subject to all applicable federal, state, and local laws and regulations. Void where prohibited by law. By participating in the Cup, attending the Trip, and/or accepting any reward that may be awarded, you confirm your full and unconditional agreement to these Official Rules and Team Beachbody's decisions, which are final and binding in all matters related to the Cup. Winning any reward that may become available is contingent upon fulfilling all requirements set forth herein. Accepting any reward that may be awarded in the Cup 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. In Team Beachbody's discretion, all potential winners may 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 the Eligible Coach's place of residence), and where allowable, a Publicity Release (collectively, the "**Releases**"). These Releases will require the reward 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 stated time period, the reward will be forfeited and potentially offered to the next highest qualifier in Team Beachbody's sole discretion. For the Team Cup Champion Reward, if any Team member fails to sign and return the Releases within the stated time period, the reward will be forfeited by such Team and potentially offered to the next highest Team qualifier in Team Beachbody's sole discretion. Team Beachbody reserves the right to cancel, suspend, and/or modify the Cup, Trip, or any part of thereof, for any reason, including due to force majeure (including act of terror or war), or if any fraud, technical failure, or any other factor beyond Team Beachbody's reasonable control impairs the integrity or proper functioning of the Cup in any manner, or for any reason related to the administration of the Cup, as determined by Team Beachbody in its sole discretion. Team Beachbody reserves the right in its sole discretion to disqualify any individual it finds to be impairing the operation of the Cup or acting in violation of these Official Rules, the Team Beachbody Coach Policies and Procedures, or any other Team Beachbody promotion, or in an unsportsmanlike or disruptive manner. Team Beachbody's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other provision herein. 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.

12. Limitation of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by you, printing errors, or by any of the equipment or programming associated with or utilized in the Cup; (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 Cup or the processing of points, reward notifications, and/or winner confirmations; (4) any lost, late, delayed, corrupted, undelivered, or undeliverable Cup communications or reward notifications; (5) any cancellation, suspension or modification of the Cup or Trip or any part thereof; 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 Cup, the Trip, or the receipt or use or misuse of any reward that may be awarded. If for any reason a Eligible Coach's Success Club Points or Cup Points are confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, the Eligible Coach's sole remedy is to earn additional Success Club Points or Cup Points during the Contest Period, provided that if it is not possible to earn additional Success Club Points or Cup Points due to discontinuance of the Cup, none shall be awarded.

BY PARTICIPATING IN THE CUP AND/OR THE TRIP, YOU AGREE THAT TEAM BEACHBODY WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, AND IN NO EVENT SHALL TEAM BEACHBODY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE, OR ENHANCED DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PROMOTION OR YOUR PARTICIPATION IN THE CUP AND/OR THE TRIP, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT TEAM BEACHBODY 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, TEAM BEACHBODY'S TOTAL CUMULATIVE LIABILITY TO YOU FOR ANY CLAIMS, JUDGMENTS AND/OR AWARDS ARISING OUT OF THE CUP, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED, WILL BE LIMITED TO AND WILL NOT EXCEED USD \$25.

13. Disputes: The specific dispute resolution terms in the Team Beachbody Coach Policies and Procedures apply to the Cup. These dispute resolution terms outline specific terms relating to the governing law and jurisdiction applicable to the Cup based on your place of residence. For U.S. and Canada Coaches, these terms additionally include binding individual arbitration and waiver of class actions and class arbitration terms. For U.S. Coaches, those terms may be found [here](#). For Canadian Coaches, those terms may be found [here](#). For UK Coaches, those terms may be found [here](#).

14. Privacy Policy: All participants in the Leadership Retreat Challenge are subject to Team Beachbody's Privacy Policy which may be accessed through the bottom of www.TeamBeachbody.com for U.S. Coaches, www.TeamBeachbodyUK.com for UK Coaches, and www.TeamBeachbody.ca for Canadian Coaches, or as otherwise posted and updated on Team Beachbody's websites.

Without limiting the provisions of Team Beachbody's Privacy Policy, you consent to the collection, use and disclosure of your personal information by Team Beachbody and its authorized agents for the purposes of administering the Cup and, if you are a winner, fulfilling any rewards herein. Team Beachbody is the data controller of any personal data you provide in connection with your participation in the Cup.

15. Cup 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 Cup at 3301 Exposition Blvd., Santa Monica, California 90404 or Harpenden Hall, Southdown Road, Harpenden, Hertfordshire AL5 1TE. Requests must be received by June 30, 2018..

Beachbody, LLC
3301 Exposition Blvd.
Santa Monica, CA 90404

Team Beachbody Canada LP
c/o Beachbody, LLC
3301 Exposition Blvd.
Santa Monica, CA 90404

Beachbody UK Ltd.
Harpenden Hall, Southdown Rd.
Harpenden, Hertfordshire
AL5 1TE

© 2018 Beachbody, LLC. ALL RIGHTS RESERVED.

Issued: January 2018