

# TEAM BEACHBODY® SUCCESS CLUB TRIP CHALLENGE 2014 - CANCUN, MEXICO OFFICIAL RULES

SPONSORED BY: BEACHBODY, LLC

1. Challenge Description: Team Beachbody invites all Qualified Coaches to earn Success Club Points and achieve Success Club 5 or Success Club 10 Qualifications to receive rewards towards the Team Beachbody Success Club Trip in Cancun, Mexico ("Trip")!

<u>Trip and Price</u>: The Trip is tentatively scheduled to take place on or around April 15, 2015 through April 19, 2015 at the all-inclusive Moon Palace<sup>®</sup> Golf and Spa Resort in Cancun, Mexico ("Resort"). The price to attend the Trip is \$1,000 + \$200 nonrefundable deposit (\$1,200 total) and includes one (1) room and meals for up to two (2) persons at the Resort. <u>Note</u>: additional charges may apply for additional guests and other services which are not included in the price of your room, such as excursions, massages, golf, attractions, etc. Please see <a href="https://www.Cancun2015.com">www.Cancun2015.com</a> for additional information.

**<u>Registration</u>**: Qualified Coaches (defined below) may register for the Trip beginning on the dates and times listed below depending on each Qualified Coach's individual rank, as follows:

	<u>Rank</u>	Registration Time
1	2013 Elite Coaches	January 9, 2014 at 9:00 a.m. Pacific Time ("PT")
2	2013 Premiere Coaches	January 10, 2014 at 9:00 a.m. PT
3	All other Coaches	January 11, 2014 at 6:00 p.m. PT

To register, please visit <u>www.Cancun2015.com</u>, provide all the required information and pay for your Trip in full or utilize the payment plan described in Section 5 below.

<u>Limited Room Availability</u>: The number of rooms available at the Resort is limited and subject to availability on a first-come, first-serve basis. Register early to ensure your attendance before available rooms run out. If available, you may only register for a maximum of two (2) rooms. If you have not registered or if no rooms are available at the time you qualify for any rewards or credits, then you will not receive those rewards or credits.

- **2. Challenge Period:** The Team Beachbody Success Club Trip Challenge 2014 Cancun, Mexico ("Challenge") begins on January 1, 2014 at 12:00 AM Eastern Time ("ET"), and ends on December 31, 2014 at 11:59 PM ET ("Challenge Period"). The Challenge Period has twelve (12) separate qualification periods each calendar month of 2014 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 ("Team Beachbody") computer is the official time-keeping device for the Challenge Period and Qualification Periods.
- **3. Coach Qualifications:** To participate in the Challenge and qualify to win a reward, you must be 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 Challenge Period, at the time any reward is awarded, and at the time of the Trip (collectively, a "Qualified Coach").

## **How To Earn Qualifications Towards the Trip**

- **4. Trip Qualifications and Rewards**: Subject to the terms, conditions and limitations herein, and verification by Team Beachbody, Team Beachbody is offering you the opportunity to qualify to earn the rewards and credits below that you may, if earned, then apply towards the cost of attending the Trip. Team Beachbody may in its discretion offer incentives or promotions during the Challenge Period that may increase the number of Success Club Points you earn.
- (a) Earn "Resort Dollars": Subject to the terms, conditions and limitations herein, you can earn Resort Dollars that may be used as a credit against the cost of your Trip by earning Success Club Points, as follows:
- (i) Five (5) Resort Dollars: You can earn Five (5) Resort Dollars for each Success Club Point that you earn during a Qualification Period. For example, if you earn Two (2) Success Club Points in January 2014, you will earn 10 Resort Dollars which may be used as a \$10 credit off the price of your Trip (2 Success Club Points x 5 Resort Dollars = 10 Resort Dollars).
- (1) Success Club Bonus Resort Dollar Opportunity: If you qualify for Success Club 5 or 10 Qualifications in any Qualification Period, you can earn Ten (10) Resort Dollars for each Success Club Point that you earn during that same Qualification Period. For example, if you qualify for Success Club 5 Qualifications in March 2014 and you earn Seven (7) Success Club Points in March 2014, you will earn 70 Resort Dollars which may be used as a \$70 credit off the price of your Trip (7 Success Club Points x 10 Resort Dollars = 70 Resort Dollars).
- (ii) Fast Track Qualification: If you earn Fast Track Qualification (defined in footnote <sup>1</sup> below) in 2014, you will earn One Hundred (100) Resort Dollars in addition to the Resort Dollars you may have already earned in Section 4(a) above.

<u>Maximum Resort Dollars Allowed</u>: You may not earn more than One Thousand (1,000) Resort Dollars, regardless of the number of Success Club Points you earn.

Limitations: Resort Dollars may only be used as a credit against the cost of the room for which vou initially registered. If you registered for a second room, you may not use any Resort Dollars towards the cost of that room. You may not use Resort Dollars towards the \$200 nonrefundable deposit amount, the cost for additional passengers/guests or any charges or other expenses that vou incur at the Resort or in connection with the Trip. Resort Dollars have no cash, monetary or other value, and may not be redeemed in any manner except as stated herein. Unless expressly stated otherwise by Team Beachbody in a subsequent writing, Resort Dollars may not be used towards any other promotion, reward, incentive, contest or other offer. Resort Dollars may only be used by the Qualified Coach who earned the Resort Dollars and only on the initial room for which such Qualified Coach has registered. For the avoidance of doubt, spouses or significant others who may each separately qualify for Resort Dollars under separate Coach Business Centers may not aggregate their Resort Dollars towards credits on one (1) room (example: Coach A must use his/her Resort Dollars towards credits on his/her room, and Coach B must use his/her Resort Dollars towards credits on his/her room; Coach A and Coach B may not combine their Resort Dollars). Resort Dollars may not be transferred, gifted or sold to any other person. Resort Dollars for which you received a credit may not be used again. Success Club Points will be calculated quarterly to determine the number of Resort Dollars earned (between January and March; April and June; July and September; October and December).

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<sup>&</sup>lt;sup>1</sup> In order to meet the Fast Track Qualification, you must enroll as a new Team Beachbody Coach in 2014 and reach Diamond rank (as defined in the Team Beachbody Compensation Plan) within your first ninety (90) days of enrollment ("Fast Track Qualification").

See Section 5 below for full details and for how, if earned, your Resort Dollars will be applied toward the cost of the Trip.

- **(b) Earn Travel Cash:** Subject to the terms, conditions and limitations herein, you can earn Travel Cash towards the cost of the Trip as follows:
  - (i) \$300 Travel Cash: You can earn \$300 in Travel Cash by:
  - Earning Success Club 5 Qualifications in all twelve (12) Qualification Periods during the Challenge Period; and
  - Enrolling twelve (12) new Personally Sponsored Coaches during the Challenge Period who each have a Home-Direct order totaling a minimum of ninety (90) PV within thirty-one (31) days of their enrollment as a Coach.
    - (ii) \$750 Travel Cash: You can earn \$750 in Travel Cash by:
  - Earning Success Club 10 Qualifications in all twelve (12) Qualification Periods during the Challenge Period; and
  - Enrolling twelve (12) new Personally Sponsored Coaches during the Challenge Period who each have a Home-Direct order totaling a minimum of ninety (90) PV within thirty-one (31) days of their enrollment as a Coach.

If earned, Travel Cash will be paid to each Qualified Coach's commission check on or around the week of March 3, 2015.

<u>Preconditions/Requirements to Receive Rewards</u>: In order to receive and use any Resort Dollars or Travel Cash, you are required to properly register, pay for and attend the Trip, and comply at all times with any terms and conditions of Team Beachbody, the Trip and the Resort. In the event you receive the Travel Cash and later decide not to attend the Trip, Team Beachbody reserves the right in its sole discretion to withhold the amount of any paid Travel Cash from your future commission payments.

# Success Club Trip Moon Palace Golf and Spa Resort - Cancun, Mexico

#### 5. General Trip Information:

**How Can I Register For the Trip?** Qualified Coaches may register for the Trip beginning on the dates and times listed below depending on each Coach's individual rank, as follows:

	<u>Rank</u>	Registration Time
1	2013 Elite Coaches	January 9, 2014 at 9:00 a.m. Pacific Time ("PT")
2	2013 Premiere Coaches	January 10, 2014 at 9:00 a.m. PT
3	All other Coaches	January 11, 2014 at 6:00 p.m. PT

To register, please visit <a href="www.Cancun2015.com">www.Cancun2015.com</a>, provide all the required information and pay for your Trip in full or utilize the payment plan described in Section 5 below. For any questions or if you have difficulty, please e-mail <a href="mailto:Cancun2015@Beachbody.com">Cancun2015@Beachbody.com</a>.

Can I Purchase More than One Room? Yes, however, all rooms are limited and subject to availability on a first-come, first-serve basis. If available, you may only register for one (1) additional room by following the registration instructions above. Additional rooms cost \$1,000 + \$200 nonrefundable deposit (\$1,200 total) and must be paid for in full at the time of registration – the payment plan may not be used on a second room. All policies, rules and regulations will apply (including the cancellation policy) to the rooms for which you register.

If I Purchase Two Rooms, Can I Reserve Connecting Rooms? All rooms are limited and subject to availability on a first-come, first-serve basis. If you purchase two (2) rooms, and you would like both rooms to be connecting, please e-mail <a href="mailto:Cancun2015@Beachbody.com">Cancun2015@Beachbody.com</a> to check if connecting rooms are available. If available, a member of the Beachbody Events team will assist you with your request. All policies, rules and regulations will apply (including the cancellation policy) to both rooms.

#### **Room Transfers:**

- Can I Transfer the First Room for Which I Registered to Another Person? No, you may not transfer the first room for which you registered. If you cannot attend, the cancellation policy below applies.
- Can I Transfer my Second Room to Another Person? Yes, if you registered for a second room, you may transfer it to another person. Please e-mail your transfer request to <a href="Cancun2015@Beachbody.com">Cancun2015@Beachbody.com</a> and a Beachbody Events team member will assist you. The last date to submit a transfer request is March 13, 2015. The transferee must properly register for the Trip with Beachbody and accept these Official Rules and any other terms and conditions relating to the Trip that Beachbody may announce. <a href="NOTE">NOTE</a>: Beachbody will not issue you a refund for the cost of your transferred room; you must seek reimbursement from the person to whom you transfer your room.

**Can I Upgrade my Room?** Sorry, <u>no</u> upgrades are available at the Resort.

#### **Cost and Payment Information**

**How Much is the Trip?** The price to attend the Trip is \$1,000 + \$200 nonrefundable deposit (\$1,200 total) and includes one (1) room for two (2) persons and meals for up to two (2) persons at the Resort. Note: additional charges may apply for additional guests and other goods or services which are not included in the price of your room, such as excursions, massages, golf, attractions, etc. Please see <a href="https://www.Cancun2015.com">www.Cancun2015.com</a> for additional information. You must pay for the nonrefundable deposit in full at the time you register. You may pay for the remaining cost of any room in one (1) full payment at the time you register or you may utilize the payment plan described below.

Is the Deposit Refundable?  $\underline{\text{No}}$ . You will be charged the \$200 nonrefundable deposit at the time you register which will not be refunded under any circumstances. You may receive a refund of other amounts you pay towards the Trip depending on the date Team Beachbody processes your cancellation request. Please see the cancellation policy below for details. Resort Dollars may not be used toward the \$200 nonrefundable deposit.

## **Quarterly Payment Plan Option**

How Does the Payment Plan Work? How are Resort Dollars Applied? You may use the quarterly payment plan to pay for the Trip in separate installments depending on the date you register. You will be charged the \$200 nonrefundable deposit on the date your register. Thereafter, depending on the date you register, payments will be charged on April 15, 2014, July 15, 2014, October 15, 2014 and January 15, 2015 less any Resort Dollars that you earn. If you earn more Resort Dollars than the amount of your payment, then any unused Resort Dollars will be applied towards your next payment on the next quarterly payment date. Resort Dollars are calculated quarterly (between January and March; April and June; July and September; October and December). See below for examples.

#### **Payment Schedules**

#### For Registration Between January 1, 2014 and April 14, 2014

If you register between January 1, 2014 and April 14, 2014, you will be charged the \$200 nonrefundable deposit on the day you register. Thereafter, your payment schedule is as shown in the table below, less any Resort Dollars you may have earned:

	On The Date You Register	April 15, 2014	July 15, 2014	October 15, 2014	January 15, 2015
Payment	\$200 nonrefundable deposit	\$250 less any Resort Dollars			

<u>Example</u>: If you register for the Trip in January 2014, you will pay the \$200 nonrefundable deposit on the day you register. Then, if you owe \$250 on April 15, 2014, and you earned 50 Resort Dollars from January through March 2014, you will be charged \$200. Then, on July 15, 2014, October 15, 2014 and January 15, 2015, you will be charged \$250 less any Resort Dollars you earn. See below.

Example	On The Date You Registered	April 15, 2014	July 15, 2014	October 15, 2014	January 15, 2015
Payment	\$200 nonrefundable deposit	\$250 – 50 Resort Dollars = \$200	\$250 less any Resort Dollars	\$250 less any Resort Dollars	\$250 less any Resort Dollars

#### For Registration Between April 15, 2014 and July 14, 2014

If you register between April 15, 2014 and July 14, 2014, you will be charged the \$200 nonrefundable deposit on the day you register. On July 15, 2014, you will be charged \$500 less any Resort Dollars you earned. Then, on October 15, 2014 and January 15, 2015, you will be charged \$250 less any Resort Dollars you earned. See the payment schedule shown in the table below:

	On The Date You Register	July 15, 2014	October 15, 2014	January 15, 2015
Payment	\$200 nonrefundable deposit	\$500 less any Resort Dollars	\$250 less any Resort Dollars	\$250 less any Resort Dollars

<u>Example</u>: If you register for the Trip in May 2014, you will pay the \$200 nonrefundable deposit on the day you register. On July 15, 2014, you will owe \$500, and if you earned 550 Resort Dollars from January through June 2014, you will not be charged. You will have 50 leftover Resort Dollars which will be applied on the October 15 payment date. Then, on October 15, you will be charged \$200 less any Resort Dollars you earned. Finally, on January 15, 2015, you will be charged \$250 less any Resort Dollars you earn. See below.

Example	On The Date You Registered	July 15, 2014	October 15, 2014	January 15, 2015
Payment	\$200 nonrefundable deposit	\$500 - \$550 Resort Dollars = \$0	\$250 – 50 leftover Resort Dollars = \$200 less any Resort Dollars	\$250 less any Resort Dollars

#### For Registration Between July 15, 2014 and October 14, 2014

If you register between July 15, 2014 and October 14, 2014, you will be charged the \$200 nonrefundable deposit on the day you register. On October 15, 2014, you will be charged \$750 less any Resort Dollars you earned. Then, on January 15, 2015, you will be charged \$250 less any Resort Dollars you earned. See the payment schedule shown in the table below:

		On The Date You Register	October 15, 2014	January 15, 2015
Pay	ment	\$200 nonrefundable deposit	\$750 less any Resort Dollars	\$250 less any Resort Dollars

<u>Example</u>: If you register for the Trip in August 2014, you will pay the \$200 nonrefundable deposit on the day you register. On October 15, 2014, you will owe \$750, and if you earned 500 Resort Dollars from January through September 2014, you will be charged \$250. Then, on January 15, 2015, you will be charged \$250 less any Resort Dollars you earn. See below.

Example	On The Date You Registered	October 15, 2014	January 15, 2015
Payment	\$200 nonrefundable deposit	\$750 - \$500 Resort Dollars = \$250	\$250 less any Resort Dollars

#### For Registration Between October 15, 2014 and January 15, 2015

If you register between October 15, 2014 and January 15, 2015, you will be charged the \$200 nonrefundable deposit on the day you register. On January 15, 2015, you will be charged \$1,000 less any Resort Dollars you earned. See the payment schedule shown in the table below:

	On The Date You Register	January 15, 2015
Payment	\$200 nonrefundable deposit	\$1,000 less any Resort Dollars

<u>Example</u>: If you register for the Trip in December 2014, you will pay the \$200 nonrefundable deposit on the day you register. On January 15, 2015, you will owe \$1,000, and if you earned 800 Resort Dollars from January through December 2014, you will be charged \$200. See below:

Example	On The Date You Registered	January 15, 2015
Payment	\$200 nonrefundable deposit	\$1,000 – 800 Resort Dollars = \$200

What if I Miss a Payment? If you miss a payment, Team Beachbody will contact you via the contact information you provided during registration and ask that you submit your missed payment within fourteen (14) days of Team Beachbody's notice. If payment is not made within fourteen (14) days, Team Beachbody reserves the right to remove and cancel your Trip registration pursuant to the cancellation

policy below in its sole discretion. The cancellation date used to determine any refund amounts (if any) will be the date you are removed from the Trip registration by Team Beachbody.

#### Payment in Full Option

**Can I Pay in Full?** Yes, if you pay in full, you will be charged the total price for your room (\$1,200) at the time you register regardless of whether you have earned any Resort Dollars.

If I Paid for the Trip in Full, How are Resort Dollars Applied? On April 15, 2014, July 15, 2014, October 15, 2014 and January 15, 2015, Team Beachbody will calculate the number of Resort Dollars you earned in the preceding calendar quarter(s) (example: on July 15, 2014, Team Beachbody will calculate the number of Resort Dollars you earned from January through June 2014). Once calculated, Team Beachbody will issue a refund in the amount of the earned Resort Dollars (the maximum refund amount is \$1,000 = 1,000 Resort Dollars). The refund amount will be credited to the payment card you used to register for the Trip within ten (10) business days. Remember, Resort Dollars for which you received a credit may not be used again. For example, if you paid \$1,200 for a room on June 10, 2014, and earned 500 Resort Dollars at the time of Team Beachbody's calculation on July 15, 2014, then you will receive a \$500 refund.

#### **Cancellation Policy**

What is the Cancellation and Refund Policy? The \$200 nonrefundable deposit amount will not be refunded under any circumstances. If you cancel, you will be removed from the Trip registration (including your guest registrations) and lose all rooms for which you registered. You may receive a refund of amounts you paid toward the Trip depending on the date Team Beachbody receives and processes your cancellation request. This cancellation policy applies to all registered rooms, additional guests you may have registered and to any cancelled registrations due to missed payments in the payment plan. If you are owed a refund according to the table below, the refund will be paid by Team Beachbody during the last week of the month during which Team Beachbody processes your cancellation; refunds will be paid to the payment card you used to register for the Trip.

Cancellation Date (as processed by Team Beachbody)	Refund Amount
Between January 10, 2014 and July 31, 2014	All payment amounts refunded, except the nonrefundable deposit
Between August 1, 2014 and September 30, 2014	75% of all payment amounts refunded, not including the \$200 nonrefundable deposit
Between October 1, 2014 and October 31, 2014	50% of all payment amounts refunded, not including the \$200 nonrefundable deposit
Between November 1, 2014 and December 31, 2014	25% of all payment amounts refunded, not including the \$200 nonrefundable deposit
January 1, 2015 or any date thereafter	0% refund

### **Guest Policy**

What About Guests? All rooms are double occupancy; you and one (1) guest are already included in the price of the Trip. If you want to add additional guests to your room, you may only add one (1) additional adult (age 18 or older) or two (2) additional children (age 17 and under) for the additional cost shown below. The cost for adding guests to your room will be charged by the Resort at the time of check out. You must state the number of guests you will have in your room at the time you register for the Trip. If you wish to add guests to your room after you have already registered, you must email

<u>Cancun2015@Beachbody.com</u> and a Beachbody Events team member will assist you with your request. <u>NOTE</u>: rooms (including rooms with double beds) are limited and subject to availability on a first-come, first-served basis, so register your guests early to ensure you have space for them in your room! Any changes to your reservation, such as the number of guests in your room, must be received by <u>March 13</u>, <u>2015 at 11:59 PM ET</u>. Guests must comply at all times with these Official Rules, and any other rules, terms and conditions as required by Team Beachbody and the Resort.

Age of Guest (At Time of Trip)	Per Guest Charge (Over Double Occupancy)
18 Years of Age or Older (Adult) Only one (1) additional adult guest is permitted per room	\$159/night
4 – 17 Years of Age (Children) Only two (2) additional children are permitted per room	\$58/night
Up to 3 Years of Age (Children) Only two (2) additional children are permitted per room	Free

#### Other Important Information

When is the Last Date I Can Change any Part of my Reservation? The last date you can modify any part of your reservation is <u>March 13, 2015 at 11:59 p.m. ET</u>. After that, no changes of any kind will be accepted.

What about Travel Documentation and Travel Requirements? You and your guests must bring all required travel documentation necessary to travel to Mexico, including without limitation a valid, government issued passport. If you are not a United States citizen, you may be required to bring additional documentation such as a Permanent Resident Card or visa. Please also review and comply with all guidelines and requirements of the government of the United States and Mexico pertaining to international travel, including any customs regulations and travel warnings/advisories. Failure to comply with any governmental guidelines and requirements may result in removal from the Trip.

6. Qualification Calculations and Timeframe: Preliminary Success Club Points and Success Club 5 and Success Club 10 Qualifications will be calculated on a daily basis throughout the Challenge Period and displayed in the Coach Online Office on <a href="www.TeamBeachbody.com">www.TeamBeachbody.com</a>. Resort Dollars will be preliminarily calculated at the end of each Qualification Period and communicated by e-mail. Team Beachbody may in its discretion announce preliminary qualifiers of various Challenge qualifications each month throughout the Challenge Period by e-mail and online. Preliminary winners of all Challenges herein will be announced approximately fourteen (14) days after the close of the Challenge Period. However, final evaluation and confirmation of Success Club Points and Success Club 5 and Success Club 10 Qualifications, and winners and qualifiers of Challenge qualifications will not be determined until on or around February 28, 2015 to ensure that each Qualified Coach's qualifications do not change for any reason, including due to any deduction of Success Club Points, whether due to returned or refunded product through February 28, 2015 or otherwise.

In Team Beachbody's discretion, each potential reward recipient will be required to sign and return to Team Beachbody, 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 reward recipient fails to sign and return the affidavit of eligibility, and liability/publicity release within the required time period, the reward will be forfeited or awarded to an alternate, in Team Beachbody's sole discretion.

<u>Note</u>: When calculating qualifications for Qualified Coaches with more than one (1) Beachbody Coach Business Center, all activity that occurs from each of that Coach's Business Centers will be aggregated and reflected in the Coach's primary business center for purposes of determining Challenge Qualifications set forth herein. Only the primary Beachbody Coach Business Center for each Coach is eligible to receive the rewards and qualifications set forth herein; Beachbody Coach Business Centers outside of the primary are not be eligible to receive any rewards or qualifications.

- Additional Trip Reward Conditions: Challenge rewards (including Resort Dollars and Travel Cash) will be awarded to potential winning Qualified Coaches following verification by Team Beachbody in its sole discretion of all requirements and qualifications in these Official Rules (including Success Club Points and Success Club 5 and Success Club 10 Qualifications), and provided that such potential winning Qualified Coaches meet the definition of "Qualified Coach" and all other terms and conditions herein. Once verified by Team Beachbody, Qualified Coaches who earn rewards listed herein may apply or redeem (as applicable) such rewards as instructed by Team Beachbody. As stated above, in order to receive any rewards listed herein, you must properly register, pay for and attend the Trip, and comply at all times with all terms and conditions of Team Beachbody and relating to Trip and Resort. Expenses, costs or fees that are not otherwise expressly stated above, including any and all applicable planning and/or other expenses, taxes, fees, activities, excursions, insurance premiums or other costs arising from or related to the reward(s), the Trip or any alternative or extended travel plans are not included and are the sole responsibility of the reward recipient. Each reward recipient will be solely responsible for booking and financing his/her and his/her guest(s) travel arrangements including air, ground, and any other transportation to and from the Trip. Rewards 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, or federal taxes are the sole responsibility of reward recipient. Unless expressly stated otherwise by Team Beachbody in writing, rewards may not be combined with any other challenge, promotion reward, incentive, contest or other offer.
- 8. Moon Palace Golf and Spa Resort Policies: In addition to these Official Rules and any other terms and conditions of Team Beachbody relating to the Trip, Trip attendees agree on behalf of him/herself and his or her guest(s) that their attendance at the Trip is subject to terms, conditions and policies of the Resort which such persons are required to read, understand and fully accept prior to arrival. Such policies may include without limitation safety and security and general visitation policies and requirements (such as guest conduct, alcohol, age requirement, expectant mother, smoking and any other policies). Trip attendees and their guests are required to abide by all such policies and requirements at all times during the Trip (including during any tours, excursions or adventures). Failure to comply with any term, condition or policy of the Resort, Team Beachbody or any applicable governmental authority may result in immediate removal from Trip registration, or if already at the Resort, immediate removal from the Resort or other disciplinary action.
- **9. Who Can Enter:** The Challenge is open to Qualified Coaches who are legal residents of the United States (including its territories) and Canada, who are at least 18 years old, and have a valid passport active at the time of travel. Employees of 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.
- **10. Publicity:** Except where prohibited, participation in the Challenge constitutes each Qualified Coach's 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 your receipt of any reward, including without limitation such Qualified Coach's 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. As an express condition to your acceptance of the rewards, at Team Beachbody's sole discretion, you may be required to provide an on-camera interview to take place before, during or after the Trip. If you are unwilling or unable to provide this interview, you will not be eligible to receive your reward, in Team Beachbody's sole discretion.
- 11. Release: I UNDERSTAND, ACKNOWLEDGE AND AGREE THAT THE TRIP AND MY PARTICIPATION IN THE TRIP (INCLUDING IN THE COUNTRY OF MEXICO) AND ANY ACTIVITIES

AT OR OUTSIDE THE RESORT (INCLUDING WITHOUT LIMITATION PARTICIPATION IN ANY EXCURSIONS, SPORTS, DANCING, WATER ACTIVITIES, 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. I 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, KIDNAPPING, ALCOHOL POISONING AND HEART ATTACK), DEATH OR DAMAGE TO OR LOSS OF PROPERTY OR PRIVACY, AND ANY RESULTING DAMAGES OR EXPENSES. I AGREE THAT I WILL NOT PARTICIPATE OR BE INVOLVED IN THE ACTIVITIES UNLESS I AM IN THE PROPER PHYSICAL CONDITION (INCLUDING BY OBTAINING PROPER ADVICE FROM MY MEDICAL PROVIDER IF APPLICABLE) AND WILL IMMEDIATELY STOP ANY ACTIVITY IF I FEEL PAIN, DIZZINESS OR OTHER DISCOMFORT. BY PARTICIPATING IN THE CHALLENGE, ATTENDING THE TRIP, TAKING PART IN ANY ACTIVITIES, OR ACCEPTING ANY REWARD THAT MAY BE AWARDED, YOU AGREE TO RELEASE AND HOLD HARMLESS BEACHBODY, LLC, 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 PARTICIPATION IN THE CHALLENGE OR TRIP, ACTIVITIES, RECEIPT OR USE OR MISUSE OF ANY REWARD THAT MAY BE AWARDED, OR ANY PUBLICITY ARISING OUT OF THE CHALLENGE OR

- 12. General Conditions: Success Club Points and Success Club 5 and Success Club 10 Qualifications (and resulting Resort Dollars and Travel Cash) are subject to verification by Team Beachbody in its sole and absolute discretion of all requirements and qualifications in these Official Rules and the then-current Team Beachbody Coach Policies and Procedures. Team Beachbody reserves the right to deduct Success Club Points and qualifications for any Qualified Coach deemed by Team Beachbody in its sole and absolute discretion to have exceeded the Success Club Point Limitations above or committed any violation of the Team Beachbody Coach Policies and Procedures (such as bonus buying, etc.). Qualified Coaches must meet the definition of "Qualified Coach" and all other terms and conditions herein to be awarded any Success Club Points, Resort Dollars, Travel Cash or other rewards or qualifications. Subject to all applicable federal, state, and local laws and regulations. Void where prohibited by law. By participating in the Challenge, 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 Challenge. Achieving or accepting any rewards or qualifications that may be awarded in the Challenge is contingent upon fulfilling all requirements herein, 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. Trip attendees are responsible for the actions of their respective quests, including such quests' compliance with any and all terms, conditions and rules of Team Beachbody and the Resort. Trip guests will be required to sign and return a publicity/liability release and waiver. Team Beachbody reserves the right to cancel, suspend, and/or modify the Challenge, these Official Rules, the Trip, or any part of thereof for any reason, including due to force majeure (including an 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 any Challenge in any manner, or for any reason related to the administration of a Challenge, 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 tampering with the entry process or the operation of any Challenge or to be 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.
- 13. Limitation of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by you or any other person, 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 or calculation of Success Club Points, gualifications, reward notification, and/or winner confirmation; (4) any lost, late, delayed, corrupted, undelivered, or undeliverable Challenge communications, reward notifications and/or confirmations; (5) any cancellation, suspension or modification of the Challenge, the Trip or these Official Rules; 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 Challenge, the Trip, or receipt or use or misuse of any reward that may be awarded. If for any reason a Qualified Coach's Success Club Points or qualifications are confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, the Qualified Coach'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. Team Beachbody is not responsible or liable for any and all actions or decisions taken by the Resort or any governmental or regulatory authority of the United States or Mexico in connection with the Trip or your attendance at the Resort, including without limitation any decision to postpone, delay or cancel the Trip or remove you from, or prevent your attendance at, the Resort.

- 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 Team Beachbody 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. You and Team Beachbody each agree that any action relating to these Official Rules or the rights and obligations of you and Team Beachbody in connection with the Challenge shall exclusively be brought in Los Angeles County, California, and each party irrevocably consent to the jurisdiction of the State and Federal courts located in Los Angeles, California. You and Team Beachbody 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, all Challenge participants 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, or consequential damages, and/or multipliers of damages, and any other damages, other than for actual out-ofpocket 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:** By participating in the Challenge, all participants are subject to and expressly agree to be bound by Team Beachbody's Privacy Policy accessed through the bottom of <a href="http://www.teambeachbody.com/">http://www.teambeachbody.com/</a> or otherwise posted and updated on Team Beachbody'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 2014 Cancun, Mexico" at 3301 Exposition Blvd., Third Floor, Santa Monica, California 90404. Winners list requests must be received by June 30, 2015.
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