



TEAM BEACHBODY® CUP – JULY 2014
OFFICIAL RULES
SPONSORED BY: BEACHBODY, LLC

1. Contest Period: The Team Beachbody Cup – July 2014 (“Cup”) begins on July 1, 2014, at 12:00 AM Eastern Time (“ET”), and ends on July 31, 2014, at 11:59 PM ET (“Contest Period”). The Contest Period includes several separate but related team and individual contests. Beachbody LLC’s (“Team Beachbody”) computer is the official time-keeping device for the Contest Period.

2. Cup Description: The Cup is comprised of the Participation Contest and the Overall Top 10 Team Contest, as described herein. During the Cup, Team Beachbody invites all Participating Coaches (as defined herein) to form and register teams and compete for individual and team rewards.

Team Requirements. The Team Captain for each Team (as defined below) may register one (1) Team anytime between June 16, 2014 at 9:00 AM Pacific Time (“PT”) and June 30, 2014 at 11:59 PM PT by going online to: www.teambeachbody.com/teambeachbodycup. Each Team must be comprised of five (5) Participating Coaches (as defined in Section 3 below); provided, however, each Team may only include one (1) team member who has achieved a lifetime rank of Diamond or above (“Team”). A Participating Coach may not be a member of more than one (1) Team. Once a Team has registered, Teams may not change team members and Participating Coaches may not switch Teams. For determining compliance with Team requirements, Lifetime ranks for the Participating Coaches on each Team will be evaluated and determined based on each Participating Coach’s status at the close of the bonus week ending on June 11, 2014 at 11:59 PM ET. Participating Coaches who have requested that Team Beachbody place them on a Team consent to have their name and e-mail address released to various Team Captains for that purpose.

Following registration, Participating Coaches and Teams will compete during the Contest Period to earn Cup Points (as described 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 on www.TeamBeachbody.com.

3. Cup Qualifications: To enter the Cup, you 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 the Coach is enrolled during the Contest Period, and at the time any reward is awarded (“Participating Coach”).

During the Contest Period, Participating Coaches and Teams may qualify to receive rewards in two (2) of the following separate contests:

(a) Participation Contest: Subject to the terms and conditions herein, Participating Coaches may receive a reward by qualifying in one (1) or more of the following three (3) qualification levels during the Contest Period, as follows:

I. Level 1 Qualification: Each Participating Coach may qualify to receive the Level 1 Reward if (i) the Participating Coach individually qualifies for Success Club 5 Qualifications or Success Club 10 Qualifications for the month of July 2014, and (ii) such Participating Coach's Team collectively accumulates at least thirty (30) total Cup Points amongst all Team members ("Level 1 Qualification").

II. Level 2 Qualification: Each Participating Coach may qualify to receive the Level 2 Reward if (i) the Participating Coach individually qualifies for Success Club 10 Qualifications or Success Club 5 Qualifications with at least seven (7) Success Club Points during the month of July 2014, and (ii) such Participating Coach's Team collectively accumulates at least fifty (50) total Cup Points amongst all Team members.

III. Level 3 Qualification: Each Participating Coach may qualify to receive the Level 3 Reward if (i) the Participating Coach individually qualifies for Success Club 10 Qualifications for the month of July 2014, and (ii) such Participating Coach's Team collectively accumulates at least seventy-five (75) total Cup Points amongst all Team members.

(b) Overall Top 10 Team Contest Qualification: A Team (and all Participating Coaches on such Team) may qualify to win the Overall Top 10 Team Contest Reward if at the conclusion of the Contest Period (i) each Participating Coach on such Team achieves the Level 1 Qualification in the Participation Contest, and (ii) such Team is one (1) of the top ten (10) highest overall Cup Point earning Teams amongst all Teams.

4. How to Earn Cup Points: Participating 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 total Cup Points earned.

(b) One (1) Cup Point will be earned by a Participating Coach if any Personally Sponsored Coach(es) sponsored by that Participating Coach advances to a new lifetime rank during the Contest Period (as determined by Team Beachbody). The Participating Coach's Personally Sponsored Coach is not required to be registered on a Team in the Cup for any Cup Points to count.

(c) One (1) Cup Point will be earned by a Participating Coach if that Participating Coach advances to a new lifetime rank during the Contest Period (as determined by Team Beachbody).

All Cup Points earned by a Participating Coach will only count towards each Participating Coach's individual and Team 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 July 30, 2014 at 11:59 PM ET.

Exclusions: No more than thirty-five (35) Cup Points may be earned by any Participating Coach towards any Cup Qualifications, including the Overall Top 10 Team Contest. 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 from Cup Point earnings and Cup Qualifications.

Note: For Participating 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 Participating Coach's primary business center for purposes of determining Cup Qualifications herein. Only the primary Beachbody Coach Business Center will be eligible to receive Cup Rewards listed below; Beachbody Coach Business Centers outside of the primary will not be eligible to receive any Cup Rewards.

5. Contest Calculation and Decision: For the Overall Top 10 Team Contest listed in Section 3(b), all Cup Points earned by each individual Participating Coach (subject to the thirty-five (35) Cup Point limitation) will be aggregated to determine total Cup Points earned by each Team, and used to determine Cup qualification(s) and winner verification(s).

Preliminary evaluation of all Cup Points earned for the Participation Contest and the Overall Top 10 Team Contest will be held on a weekly basis during the Contest Period, and weekly progress reports will be provided to each individual Participating Coach by email (at the email address on file with Team Beachbody). The progress reports will include the Participating Coach's personal Cup Point earnings, as well as those Cup Points earned by the Participating Coach's Team. Final evaluation of all Cup Points earned for the Participation Contest and Overall Top 10 Team Contest will be held on August 8, 2014 and potential winners will be notified on August 11, 2014 in the Coach Online Office on TeamBeachbody.com.

In Team Beachbody's discretion, all potential winners 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 winner fails to sign and return the affidavit of eligibility and liability/publicity release 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 Overall Top 10 Team Contest Rewards, if any Team member fails to sign and return the required affidavit of eligibility and liability/publicity release 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.

Tie Breakers:

In the event of a tie in the Overall Top 10 Team Contest, the Team with the most Success Club Points collectively earned during the Contest Period will be deemed the potential winner. If ties remain in the Overall Top 10 Team Contest, the Team with the most Success Club Points earned during the Contest Period through enrolling new Personally Sponsored Coaches enrolled with a Home Direct order(s) totaling a minimum of ninety (90) PV points within thirty-one (31) days of sign up, will be deemed the potential winner. If ties still remain in the Overall Top 10 Team Contest, the Team with the most Personal Volume collectively earned during the Contest Period will be deemed the potential winner.

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

(a) Participation Contest Rewards: Subject to the terms and conditions herein, Participating Coaches who meet the qualification levels set forth in Section 3(a) will qualify to receive a reward as follows:

I. Level 1 Reward: Each Level 1 qualifier will receive one (1) His and Hers Wear and Share apparel - PiYo® T-shirt (approximate retail value: \$25.00);

II. Level 2 Reward: Each Level 2 qualifier will receive one (1) Hydration Pack - Camelbak (approximate retail value: \$65.00); and

III. Level 3 Reward: Each Level 3 qualifier will receive one (1) Team Beachbody His/Her Workout Gear - tank and short (approximate retail value: \$90.00).

Note: The rewards in this Section 6(a) are cumulative in nature, such that if a Participating Coach meets the qualifications to be eligible for multiple rewards, the Participating Coach will receive all such rewards (e.g., a Coach qualifying for the Level 3 Reward will also necessarily qualify for and receive the Level 1 and Level 2 Rewards).

(b) Overall Top 10 Team Contest Rewards: Subject to the terms and conditions herein, each Participating Coach who is a member of a Team that is one (1) of the top ten (10) highest overall Cup Point earning Teams in the Overall Top 10 Team Contest will receive the following rewards according to his/her Team's rank (i.e., Participating Coaches on the first place Team will receive the First Place Rewards, and so on). The rewards in this Section 6(b) are not cumulative in nature (e.g., the Team with the highest ranking qualifications in the Overall Top 10 Team Contest will only win the First Place Rewards, and no other rewards).

I. First Place Rewards: Each Participating Coach on the Team with the highest qualifications in the Overall Top 10 Team Contest will receive (i) a trip for him or herself to Los Angeles, California to take place in or around September 2014 (exact dates will be announced by Team Beachbody when they become available; announced dates are subject to change) ("Trip"); (ii) a workout with a Beachbody® celebrity trainer during the Trip ("Workout"); and (iii) one (1) Team Beachbody Cup Top 10 t-shirt. The Trip includes the following: one (1) roundtrip coach airfare ticket for the Participating Coach from the gateway airport near the Participating Coach's place of actual residence located in the United States, its territories or Canada to Los Angeles, California; two (2) nights lodging accommodations for one (1) person in a standard room at a local hotel chosen by Team Beachbody; ground transportation to and from the airport and hotel; and up to five (5) meals or reimbursement for meals and other expenses up to \$50 per day, all of which will be determined by Team Beachbody in its sole discretion. Airfare from any location outside the United States, its territories or Canada to Los Angeles, California 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, drycleaning, etc.) are not included and are the sole responsibility of the Participating Coach. Any and all planning and/or expenses arising from or related to alternative or extended travel plans are the sole responsibility of the Participating Coach. Team Beachbody reserves the right to determine the airline and airport of return and departure as well as to elect to pay mileage for Participating Coaches who live within 200 miles of Los Angeles. Team Beachbody will book the Participating Coach's travel arrangements and hotel accommodations. Trip and Workout dates and/or times are subject to change at Team Beachbody's sole discretion. Each Participating Coach must be available for travel on the designated dates, or the prize will be forfeited. Participating Coaches may not bring guests during any portion of the Trip. The Trip is subject to the additional conditions below. Approximate retail value \$2,000.

II. Second Place Rewards: Each Participating Coach on the Team with the second highest qualifications in the Overall Top 10 Team Contest will receive one (1) Blendtec® Blenders – Designer Series Wildside, Shakeology branded (approximate retail value: \$549.00).

III. Third Place Rewards: Each Participating Coach on the Team with the third highest qualifications in the Overall Top 10 Team Contest will receive one (1) Blendtec® Blenders – Total Blender Classic Combo, Shakeology branded (approximate retail value: \$449.00)

IV. Fourth Place and Fifth Place Rewards: Each Participating Coach on the Team with the fourth highest qualifications and fifth highest qualifications in the Overall Top 10 Team Contest will receive one (1) Blendtec® Blenders – Total Blender Classic Wildside, Shakeology branded (approximate retail value: \$349.00)

V. Sixth Place through Tenth Place Rewards: Each Participating Coach on a Team with the sixth highest qualifications through the tenth highest qualifications in the Overall Top 10 Team Contest will receive one (1) Jawbone® UP Sports bands (approximate retail value: \$129.00).

Rewards will be awarded to potential winning Participating 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 Participating Coaches meet the definition of “Participating Coach” and all other terms and conditions herein. Once verified by Team Beachbody, Participating 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 reward are not included and are the sole responsibility of each winner. 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 each winner. Rewards may not be combined with any other challenge, promotion, contest or offer.

Additional Trip Reward Conditions: Each Participating Coach receiving the First Place Rewards consisting of the Trip acknowledges and agrees that all or any portion of the Trip (including the Workout) to Los Angeles will be photographed and/or recorded by Team Beachbody (and Team Beachbody shall own all rights in same) for future use. As an express condition to acceptance of the First Place Prize, each Participating Coach must consent 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 Participating Coach is unwilling or unable to consent to being photographed or recorded or provide the interview, the Participating Coach will not be eligible to receive the First Place Prize consisting of the Trip, in Team Beachbody’s sole discretion.

Except for Beachbody’s intellectual property rights, all brand names, marks or other intellectual property rights remain the property of their respective owners. Nerf®, Bowflex®, Selecttech® and Nike® are not sponsors of or affiliated with Beachbody, Team Beachbody or the Cup.

7. Who Can Enter: The Cup is open to Participating Coaches who are legal residents of the United States (including its territories) and Canada who are at least 18 years old, or the age of majority in the entrant’s legal state (or territory) of residence. Employees of Team Beachbody, 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.

8. Publicity: Except where prohibited, participation in the Cup constitutes each Participating 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 prize, including without limitation such Participating 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.

9. Release: I UNDERSTAND, ACKNOWLEDGE AND AGREE THAT MY 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, DANCING, 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, 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 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, 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 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.

10. General Conditions: Subject to all applicable federal, state, and local laws and regulations. Void where prohibited by law. By participating in the Cup, and/or 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. Achieving or 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. Team Beachbody reserves the right to cancel, suspend, and/or modify the Cup, Trip and/or Workout, 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 a 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 tampering with the entry process or the operation of any Cup or to be acting in violation of these Official Rules, 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.

11. 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 Success Club Points or Cup 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 receipt or use or misuse of any reward that may be awarded. If for any reason a Participating Coach's Success Club Points or Cup Points are confirmed to have been

erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is to earn additional Success Club Points 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.

12. Disputes: All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of you and Team Beachbody in connection with the Cup, 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 agree that any action relating to these Official Rules or the rights and obligations of you and Team Beachbody in connection with the Cup shall exclusively be brought in Los Angeles County, California, and both parties 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 Cup contestants 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-of-pocket expenses incurred as the result of participation in the Cup 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 Cup. 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 Cup, including without limitation, contract claims, tort claims, breach of duty claims, and all other common law, regulatory, and statutory claims. In the event of litigation, these Official Rules may be filed as written consent to a trial by court.** If any part of these Official Rules is declared invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity of the balance of these Official Rules.

13. Privacy Policy: Contestants are subject to Team Beachbody's Privacy Policy accessed through the bottom of <http://www.TeamBeachbody.com> or otherwise posted and updated on Team Beachbody's website.

14. 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 – July 2014" at 3301 Exposition Blvd., Third Floor, Santa Monica, California 90404. Requests must be received by March 1, 2015.