



TEAM BEACHBODY® SUCCESS CLUB CONFERENCE AND CELEBRATION CHALLENGE 2012
OFFICIAL RULES
SPONSORED BY: BEACHBODY, LLC

1. Challenge Period: The Team Beachbody Success Club Conference and Celebration Challenge 2012 ("Challenge") begins on January 1, 2012, at 12:00 AM Eastern Time ("ET"), and ends on December 31, 2012, at 11:59 PM ET ("Challenge Period"). The Challenge Period consists of twelve (12) separate qualification periods. Each calendar month of 2012 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"). Participants in the Challenge are referred to herein as "you", "your" or "Participant". Beachbody, LLC's ("Sponsor") computer is the official time-keeping device for the Challenge Period.

2. Challenge Description: Subject to the terms and conditions herein, Sponsor challenges all Qualified Coaches (as defined herein) to earn Success Club Points, achieve Success Club 5 or Success Club 10 Qualifications (as defined herein), and meet other requirements set forth below in order to earn rewards such as cash, hotel accommodations, and invitations to exclusive experiences and other Sponsor events at the 2013 Team Beachbody Success Club Conference and Celebration at the Walt Disney World® Resort in Orlando, Florida.

The 2013 Team Beachbody Success Club Conference and Celebration is tentatively scheduled to take place at the Walt Disney World Resort in Orlando, Florida on or around March 20, 2013 through March 24, 2013 ("2013 Success Club Conference and Celebration").

3. Coach Qualifications: To participate in the Challenge and qualify to win a reward, you must be an existing Team Beachbody Coach, up to date and 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 Challenge Period, at the time any reward is awarded, and at the time of the 2013 Success Club Conference and Conference (collectively, a "Qualified Coach").

4. How to Earn Success Club Points: Qualified Coaches can earn Success Club points ("Success Club Points") as follows:

(a) Challenge Pack-Related Points: Qualified Coaches can earn Success Club Points from the sale of Beachbody Challenge Packs as follows:

(i) Sale to New Personally Sponsored Coaches: Subject to the restrictions and exclusions in Section 4(e) below, a Qualified Coach will earn two (2) Success Club Points for each new personally sponsored Team Beachbody Coach (each, a "Personally Sponsored Coach") who enrolls as a Coach within the Challenge Period and who purchases a Challenge Pack within thirty-one (31) days of his or her enrollment¹. The two (2) Success Club Points will be deemed earned by the Qualified Coach in the Qualification Period that the Personally Sponsored Coach purchases the Challenge Pack. No more than two (2) Success Club Points may be earned by a Qualified Coach from the purchase of a Challenge Pack by any one (1) particular Personally Sponsored Coach regardless of the number of Challenge Packs purchased

¹ As used throughout these Official Rules, the Coach's date of enrollment counts as the first day (day one) of the 31 day period.

by such Personally Sponsored Coach. Success Club Points associated with Personally Sponsored Coaches whose Challenge Pack is returned and refunded will not be counted and will be deducted from the Qualified Coach's Success Club Points total.

(ii) Sale to New or Existing (Non-Coach) Customer: Subject to the restrictions and exclusions in Section 4(e) below, a Qualified Coach will earn two (2) Success Club Points for each new or existing (non-Coach) customer of that Qualified Coach ("Customer") who purchases a Challenge Pack within any single Qualification Period. The Qualified Coach will earn two (2) Success Club Points for each Challenge Pack purchased by a particular Customer in the Qualification Period during which such Customer purchases a Challenge Pack. However, no more than two (2) Success Club Points may be earned by a Qualified Coach from any one (1) particular Customer in any single Qualification Period, regardless of the number of Challenge Packs purchased by such Customer. Success Club Points associated with a Customer whose Challenge Pack(s) is returned and refunded will not be counted and will be deducted from the Qualified Coach's Success Club Points total.

(b) Diamond Pack-Related Points: Qualified Coaches can earn Success Club Points from the sale of Beachbody Diamond Packs as follows:

(i) Sale to New Personally Sponsored Coaches: Subject to the restrictions and exclusions in Section 4(e) below, a Qualified Coach will earn two (2) Success Club Points for each new Personally Sponsored Coach who enrolls as a Coach within the Challenge Period and who purchases a Diamond Pack within thirty-one (31) days of his or her enrollment. The two (2) Success Club Points will be deemed earned by the Qualified Coach in the Qualification Period that the Personally Sponsored Coach purchases the Diamond Pack. No more than two (2) Success Club Points may be earned by a Qualified Coach from the purchase of a Diamond Pack by any one (1) particular Personally Sponsored Coach regardless of the number of Diamond Packs purchased by such Personally Sponsored Coach. Success Club Points associated with Personally Sponsored Coaches whose Diamond Pack is returned and refunded will not be counted and will be deducted from the Qualified Coach's Success Club Points total.

(ii) Sale to Customers: Diamond Packs are not available for sale to Customers.

(c) Other New Personally Sponsored Coach Related Points: Subject to the restrictions and exclusions in Section 4(e) below, a Qualified Coach will earn one (1) Success Club Point for each new Personally Sponsored Coach enrolled during the Challenge Period with a non-Challenge Pack or non-Diamond Pack based Home Direct order(s) totaling a minimum of ninety (90) Personal Volume ("PV") points (as defined in the Team Beachbody Coach Policies and Procedures²). To gain the one (1) Success Club Point for a new Personally Sponsored Coach as stated in this paragraph, the Personally Sponsored Coach must sign up for his or her Home Direct order(s) totaling at least ninety (90) PV points within thirty-one (31) days of enrollment as a Coach. The one (1) Success Club Point will be deemed earned by the Qualified Coach in the Qualification Period that the Personally Sponsored Coach's Home Direct order transaction(s) total to a minimum of 90 PV points. A Qualified Coach may not earn Success Club Points pursuant to this paragraph if such Qualified Coach's Personally Sponsored Coach has already purchased a Challenge Pack or Diamond Pack prior to the time that such Personally Sponsored Coach's Home Direct order(s) total a minimum of 90 PV points. Qualified Coaches may not receive more than one (1) Success Club Point per Personally Sponsored Coach pursuant to this section during the entire Challenge Period. Success Club Points associated with Personally Sponsored Coaches whose Home Direct order(s) are returned and refunded will not be counted and will be deducted from the Qualified Coach's Success Club Points total.

² The Team Beachbody Coach Policies and Procedures may be accessed through TeamBeachbody.com.

(d) Other Customer Points: A Qualified Coach will earn one (1) Success Club Point for any Customer's new Home Direct order(s) totaling a minimum of ninety (90) PV points within a particular Qualification Period, provided that such Customer has not purchased a Challenge Pack or Diamond Pack during that same Qualification Period. Qualified Coaches may not receive more than one (1) Success Club Point per Customer per Qualification Period pursuant to this paragraph. Success Club Points associated with Customers whose Home Direct order(s) are returned and refunded will not be counted and will be deducted from the Qualified Coach's Success Club Points total.

(e) Restrictions/Exclusions:

(i) Relating to Personally Sponsored Coaches. No more than two (2) Success Club Points may be earned by a Qualified Coach during the Challenge Period from any one (1) particular Personally Sponsored Coach, regardless of the number of Challenge Packs, Diamond Packs and/or Home Direct orders (or any combination thereof) purchased by that Personally Qualified Coach. For example, if a Qualified Coach's Personally Sponsored Coach first purchases a Home Direct order totaling a minimum of ninety (90) Personal Volume within thirty-one (31) days of enrollment as a Coach, and thereafter purchases a Challenge Pack and/or Diamond Pack also within thirty-one (31) days of enrollment as a Coach, the Qualified Coach will only receive a total of two (2) Success Club Points from such Personally Sponsored Coach.

(ii) Relating to Customers. No more than two (2) Success Club Points may be earned by a Qualified Coach during any single Qualification Period from any one (1) particular Customer, regardless of the number Challenge Packs, Diamond Packs and/or Home Direct orders (or any combination thereof) purchased by that Customer.

(iii) Additional Restrictions/Exclusions. Success Club Points earned during any Qualification Period will not carry over into or from any other Qualification Period. Neither Team Beachbody Club Membership fees nor Coach Business Services Fees count towards Success Club Home Direct Requirements or Success Club Points (*i.e.*, neither count towards any PV points). Success Club Points associated Challenge Packs, Diamond Packs or Home Direct order(s) as set forth herein, which are returned and refunded, will result in a deduction of the corresponding amount of Success Club Points for the Qualification Period in which the return or refund transaction occurs. Any Home Direct order(s) produced from the Shakeology Customer Lead Program do not count toward Success Club Points. Any new coach produced from the Coach Connection Program, or any new coach who transfers into or purchases an existing Beachbody Coach Business account, do not count toward Success Club Points.

5. How to achieve Success Club 5 or Success Club 10 Qualifications:

(a) Success Club 5 Qualifications: In order to qualify for Success Club 5 for any Qualification Period, you must during that Qualification Period:

- Be enrolled with a Home Direct and/or Autoship order (or orders) totaling a minimum of 90 PV, and
- Earn five (5) Success Club Points.

(b) Success Club 10 Qualifications: In order to qualify for Success Club 10 for any Qualification Period, you must during that Qualification Period:

- Be enrolled with a Home Direct and/or Autoship order (or orders) totaling a minimum of 90 PV, and
- Earn ten (10) Success Club Points.

6. Success Club Conference and Celebration Challenge Qualifications: Subject to the terms and conditions herein, each Qualified Coach can compete and qualify in the following Success Club Conference and Celebration Challenges, as follows:

(a) Conference Attendance Challenge: In order to qualify for the Conference Attendance Challenge, you must either: (i) meet Success Club 5 Qualifications, Success Club 10 Qualifications, or a combination of both Success Club 5 and Success Club 10 Qualifications for any three (3) Qualification Periods within the Challenge Period; or (ii) earn a minimum of twenty-five (25) Success Club Points during the Challenge Period.

(b) Five Month Challenge: In order to qualify for the Five Month Challenge, you must meet Success Club 5 Qualifications, Success Club 10 Qualifications, or a combination of both Success Club 5 and Success Club 10 Qualifications for any five (5) Qualification Periods within the Challenge Period.

(c) Hotel Accommodations Challenge: In order to qualify for the Hotel Accommodations Challenge, you must meet one (1) of the following: (i) Success Club 5 Qualifications, Success Club 10 Qualifications, or a combination of both Success Club 5 and Success Club 10 Qualifications for any nine (9) Qualification Periods within the Challenge Period; or (ii) the Fast Track Qualification (as defined herein), and Success Club 5 Qualifications, Success Club 10 Qualifications or a combination of both Success Club 5 and Success Club 10 Qualifications for any six (6) Qualification Periods within the Challenge Period; or (iii) earn at least fifty (50) Success Club Points during the Challenge Period and pay to Sponsor One Thousand Dollars (\$1,000) by January 31, 2013.

In order to meet the Fast Track Qualification, you must enroll as a new Team Beachbody Coach in 2012 and reach Diamond rank (as defined in the Team Beachbody Compensation Plan) within your first ninety (90) days of enrollment ("Fast Track Qualification").

(d) Ten Month Challenge: In order to qualify for the Ten Month Challenge, you must meet Success Club 5 Qualifications, Success Club 10 Qualifications or a combination of both Success Club 5 and Success Club 10 Qualifications for any ten (10) Qualification Periods within the Challenge Period.

(e) Eleven Month Challenge: In order to qualify for the Eleven Month Challenge, you must meet Success Club 5 Qualifications, Success Club 10 Qualifications or a combination of both Success Club 5 and Success Club 10 Qualifications for any eleven (11) Qualification Periods within the Challenge Period.

(f) Twelve Month Challenge: In order to qualify for the Twelve Month Challenge, you must meet Success Club 5 Qualifications, Success Club 10 Qualifications or a combination of both Success Club 5 and Success Club 10 Qualifications for all twelve (12) Qualification Periods within the Challenge Period – the Reward you receive will depend on the Success Club level you meet for each Qualification Period during the Challenge Period as set forth below.

(g) Top Ten Point Earners Challenge: In order to qualify for the Top Ten Point Earners Challenge, you must be one (1) of the top ten (10) overall Success Club Point earners during the Challenge Period among all Qualified Coaches who have registered to attend the 2013 Success Club Conference and who have, within the Challenge Period, either met Success Club 5 or Success Club 10 Qualifications (or a combination of both) during any three (3) Qualification Periods, or earned a total of at least 25 Success Club Points.

In the event of a tie in the Top Ten Point Earners Challenge, the Qualified Coach with the most Success Club Points earned in the Challenge Period through enrolling new Personally Sponsored Coaches enrolled with a Home Direct order (or orders) totaling a minimum of ninety (90) PV points within 31 days of sign up, will be deemed a winner. If a tie remains, the potential winner will be determined based on the highest number of total PV points earned during the Challenge Period.

(h) Monthly Conference and Celebration Challenge: In order to qualify for the Monthly Conference and Celebration Challenge, you must during any particular Qualification Period: (i) qualify for Success Club 5 or Success Club 10, and (ii) be one (1) of the top two (2) Success Club Point earners during that same Qualification Period.

In the event of a tie in the Monthly Conference and Celebration Challenge, the potential winner will be the Qualified Coach with the most Success Club Points in the Qualification Period earned through new Personally Sponsored Coaches who, within 31 days of sign up, purchased a Home Direct order (or orders) totaling a minimum of ninety (90) PV points, a Challenge Pack, or a Diamond Pack. If ties remain, the potential winner will be determined based on the highest number of total PV points earned during the applicable Qualification Period.

7. Challenge Calculation and Decision: Preliminary Success Club Points will be calculated on a daily basis and displayed in the Coach Online Office, and Success Club 5 and Success Club 10 Qualifications will be preliminarily calculated at the end of each Qualification Period. Starting on or about February 1, 2012 and throughout the Challenge Period on TeamBeachbody.com, Sponsor will announce potential winners who have preliminarily met various Success Club Conference and Celebration Challenge Qualifications. Preliminary winners of all Challenges herein will be announced within 14 days of the close of the Challenge Period. However, final evaluation of Success Club Points and Success Club Conference and Celebration Challenge Qualifications listed herein will be held after the close of the Challenge Period, and final winners in the various Challenges herein will not be determined until on or around February 7, 2013 to ensure that each potential winner's Qualifications do not change for any reason, including due to any deduction of Success Club Points, whether due to returned product or otherwise. Potential winners of the Hotel Accommodations Challenge who have qualified by earning fifty (50) Success Club Points will have until January 31, 2013 at 11:59 PM ET to submit payment to Sponsor in the amount set forth herein in order to receive the Hotel Accommodations Reward.

In Sponsor's discretion, each potential winner will be required to sign and return to Sponsor, 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 required time period, the reward will be forfeited or awarded to an alternate, in Sponsor's sole discretion.

Note: When calculating qualifications for Qualified 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 Success Club Conference and Celebration Challenge Qualifications set forth herein. Only primary Beachbody Coach Business Centers are eligible to receive the Challenge Rewards set forth herein; Beachbody Coach Business Centers outside of the primary are not be eligible to receive any rewards.

8. Challenge Rewards: Challenge rewards set forth below will be awarded to potential winning Qualified Coaches following verification by Sponsor in its sole discretion, and provided that such potential winning Qualified Coaches meet all terms and conditions herein. Except as otherwise set forth herein, the rewards in Section 8(a) through 8(h) are cumulative in nature, such that if a Qualified Coach meets the qualifications to be eligible for multiple rewards, the Qualified Coach will receive all such rewards (e.g., a Coach qualifying for the Ten Month Challenge Reward will also necessarily qualify for and receive the Hotel Accommodations Challenge Reward, the Five Month Challenge Reward and the Conference Attendance Challenge Reward).

(a) Conference Attendance Challenge Reward: Subject to the terms and conditions herein, each Qualified Coach qualifying in the Conference Attendance Challenge will be invited to attend the following Sponsor events at the 2013 Success Club Conference and Celebration on March 20 and 21, 2013: (i) group workout with one or more Beachbody Celebrity

Trainer(s); (ii) the welcome reception; (iii) the Shakeology Breakfast; and (iv) the general session and presentation by Team Beachbody. Approximate Retail Value: \$300.

(b) Five Month Challenge Reward: Subject to the terms and conditions herein, each Qualified Coach qualifying in the Five Month Challenge will receive two (2) one-day park passes to Walt Disney World® which will be provided by Sponsor in the form of Disney Dollars. Approximate Retail Value: \$200.

(c) Hotel Accommodations Challenge Reward: Subject to the terms and conditions herein, each Qualified Coach qualifying in the Hotel Accommodations Challenge will win a reward consisting of the following as provided by Sponsor during the 2013 Success Club Conference: (i) four (4) nights lodging – the nights of March 20, 21, 22, and 23, 2013 – in one (1) room at the Disney® Yacht Club for each potential winner and one companion; (ii) invitation for two to an evening event sponsored by Sponsor; and (iii) an invitation to attend a group workout with one or more Beachbody celebrity trainer(s). Approximate Retail Value: \$2,800.

(d) Ten Month Challenge Reward: Subject to the terms and conditions herein, each Qualified Coach qualifying in the Ten Month Challenge will receive two (2) one-day Disney Park Hopper® passes to Walt Disney World which will be provided by Sponsor in the form of Disney Dollars. Approximate Retail Value: \$260.

(e) Eleven Month Challenge Reward: Subject to the terms and conditions herein, each Qualified Coach qualifying in the Eleven Month Challenge will receive two (2) one-day Disney Park Hopper® passes to Walt Disney World which will be provided by Sponsor in the form of Disney Dollars. Approximate Retail Value: \$260.

(f) Twelve Month Challenge Reward: Subject to the terms and conditions herein, a Qualified Coach qualifying in the Twelve Month Challenge: (i) by meeting Success Club 10 Qualifications for the twelve (12) months in the Challenge Period will receive One Thousand Dollars (\$1,000) from Sponsor, or (ii) by meeting Success Club 5 Qualifications or a combination of Success Club 5 and Success Club 10 Qualifications for the twelve (12) months in the Challenge Period will receive Five Hundred Dollars (\$500) from Sponsor. Sponsor will remit the reward on or around January 31, 2013 by cash, check or through such Qualified Coach's commission check, in Sponsor's sole discretion

(g) Top Ten Point Earners Challenge Reward: Subject to the terms and conditions herein, each Qualified Coach qualifying in the Top Ten Point Earners Challenge will win an exclusive Team Beachbody-sponsored unique Walt Disney World Resort experience for two occurring on March 22, 2013. Approximate retail value: \$500.

(h) Monthly Conference and Celebration Challenge Reward: Subject to the terms and conditions herein, each Qualified Coach qualifying in the Conference and Celebration Challenge will win a reward consisting of the following as provided by Sponsor during the 2013 Success Club Conference: (i) four (4) nights lodging – the nights of March 20, 21, 22, and 23, 2013 – in one (1) room at the Disney Yacht Club for each potential winner and one (1) companion; (ii) passes for two (2) people to two (2) evening events (which includes the welcome reception) sponsored by Sponsor; (iii) two (2) one-day park passes to the Walt Disney World Resort to be provided by Sponsor in the form of Disney Dollars; and (iv) exclusive Team Beachbody-sponsored unique Walt Disney World Resort experience for two occurring on March 22, 2013 Approximate Retail Value \$2,800.

Exclusions and Limitations: Qualified Coaches may not win the rewards set forth in Section 8(a) through 8(h) more than once, however Qualified Coaches may win rewards from each section in which they qualify. Winners of the Monthly Conference and Celebration Challenge Reward may not win the Monthly Conference and Celebration Challenge Reward more than once. Each winner will be solely responsible for booking and financing his/her and his/her travel

companion's travel arrangements including air, ground, and any other transportation to the 2013 Success Club Conference and Celebration. Each winner who does not win a hotel room will be solely responsible for booking and financing his/her own lodging. Each winner must register for and attend the 2013 Success Club Conference and Celebration, or all reward(s) will be forfeited.

Expenses, costs or fees that are not otherwise expressly stated above, including any and all applicable planning and/or other expenses, taxes, fees, insurance premiums or other costs arising from or related to the reward(s) or any alternative or extended travel plans are not included and are the sole responsibility of the Qualified Coach. Rewards are not transferable. No reward substitutions are allowed except at the sole discretion of Sponsor, who reserves the right to substitute a reward of equal or similar value. Any and all local, state, or federal taxes are the sole responsibility of Qualifying Coach. Rewards may not be combined with any other Challenge, promotion or offer.

9. Who Can Enter: The Challenge is open to Qualified Coaches who are legal residents of the United States (including its territories), who are at least 18 years old, or the age of majority in the entrant's legal state (or territory) of residence. Employees of Sponsor, Team Beachbody, and their parent and affiliate companies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible.

10. Publicity: Except where prohibited, participation in the Challenge constitutes each Qualified Coach's consent to Sponsor'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 Challenge rewards, at Sponsor's sole discretion, you may be required to provide an on-camera interview to take place before, during or after the 2013 Success Club Conference. If you are unwilling or unable to provide this interview, you will not be eligible to receive your reward, in Sponsor's sole discretion.

11. Release: By participating in the Challenge in any way or taking receipt of any reward that may be awarded, you agree to release and hold harmless Sponsor, 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, receipt or use or misuse of any reward that may be awarded, or any publicity pursuant to Section 10 herein.

12. General Conditions: Subject to all applicable federal, state, and local laws and regulations. Void where prohibited by law. By taking the Challenge and/or accepting any reward that may be awarded, you confirm your full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Challenge. Achieving or accepting any reward 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. Traveling companions of a Challenge winner will be required to sign and return a publicity/liability release and waiver. Sponsor reserves the right to cancel, suspend, and/or modify the Challenge, the 2013 Success Club Conference, or any part of thereof, due to force majeure (including an act of terror or war), and if any fraud, technical failure, or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of any Challenge in any manner, or for any reason related to the administration of a Challenge, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of any Challenge or to be acting in violation of these Official Rules, the Team Beachbody Coach Policies and Procedures, or any other Sponsor promotion or in an

unsportsmanlike or disruptive manner. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision 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 Participants, printing errors, or by any of the equipment or programming associated with or utilized in the Challenge; (2) technical failures of any kind, including, but not limited to, malfunctions, interruptions, or disconnections in phone lines, cable connections, or network hardware or software; (3) technical or human error which may occur in the administration of the Challenge or the processing of Success Club Points, reward notification, and/or winner confirmation; (4) any lost, late, delayed, corrupted, undelivered, or undeliverable Challenge communications or reward notifications; (5) any cancellation, suspension or modification of the Challenge or the 2013 Success Club Conference; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Participant's participation in any Challenge or receipt or use or misuse of any reward that may be awarded, including without limitation the 2013 Success Club Conference. If for any reason a Qualified Coach's Success Club Points are confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Participant'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.

14. Disputes: All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Challenge, shall be governed by, and construed in accordance with, the laws of the State of California, U.S.A., and resolved in California courts, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California. Participant and Sponsor each agree that any action relating to these Official Rules or the rights and obligations of the Participant and Sponsor in connection with the Challenge 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. Participant and Sponsor each expressly waives 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-of-pocket expenses incurred as the result of participation in the Challenge or acceptance of any reward that may be awarded. The parties hereby agree to waive their respective rights to a jury trial of any claim or cause of action related to or arising out of the Challenge. The scope of the waiver is intended to be all-encompassing of any and all disputes that may be filed in any court and that relate to any Challenge, including without limitation, contract claims, tort claims, breach of duty claims, and all other common law, regulatory, and statutory claims. In the event of litigation, these Official Rules may be filed as written consent to a trial by court. If any part of these Official Rules is declared invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity of the balance of these Official Rules.

15. Privacy Policy: Participants are subject to Sponsor's Privacy Policy accessed through the bottom of <http://www.teambeachbody.com/> or otherwise posted and updated on Sponsor's website.

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 Conference and Celebration Challenge 2012" at 3301 Exposition Blvd., Third Floor, Santa Monica, California 90404. Winner list requests must be received by June 30, 2013.