



DARIN'S GOOGLE® HANGOUTS CONTEST
OFFICIAL RULES
SPONSORED BY: BEACHBODY, LLC

1. Contest; Contest Period: The DARIN'S GOOGLE HANGOUTS CONTEST ("Contest") begins on October 1, 2014 at 12:00 a.m. Pacific Time ("PT") and ends on October 31, 2014 at 11:59 p.m. PT, unless earlier terminated or extended by Beachbody, LLC ("Sponsor") in its sole discretion (the "Contest Period"). Sponsor's computer is the official time keeping device for the Contest Period.

2. How to Enter: During the Contest Period, you ("you" or "Contestant") must complete sales of Ultimate Reset®-branded products (e.g., the Ultimate Reset Complete kit, the Ultimate Reset Dual kit, the Ultimate Reset Refill kit, the Ultimate Reset Maintenance kit, Soothe, Optimize, Revitalize, Alkalinize, Detox, Mineralize, the Ultimate Reset Dry Brush, the Ultimate Reset Bracelet and Caddy, or the Ultimate Reset Guidebook) (each, an "Ultimate Reset Product," and collectively, the "Ultimate Reset Products"). You must complete a sale of at least one (1) Ultimate Reset Complete kit to be eligible to win the Prize.

3. Eligibility to Participate and Claim a Prize: To be eligible to participate in the Contest, 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 months of October and November 2014 ("Eligible Coach"). 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.

4. Prize Drawings: On or around November 3, 2014, Sponsor will determine the top ten (10) Coaches generating the highest dollar sales of Ultimate Reset Products during the Contest Period to win the Prize. Sponsor reserves the right to calculate and announce the potential winners at alternate times at its sole discretion. Odds of winning the Prize depend on the total number of Coaches completing sales of Ultimate Reset Products during the Contest Period.

Potential Prize winners will be notified by Sponsor via email and the Coach Online Office on or around November 5, 2014. If a potential Prize winner is disqualified pursuant to these Official Rules, the Prize will be forfeited and it may be awarded to a Coach with the next highest number of sales, who is also subject to verification in Sponsor's sole discretion.

5. Prize: Subject to the terms and conditions herein, and Sponsor's verification, the Prize is as follows:

- One (1) featured spot in a one-hour long Google Hangout with Darin Olien, which will take place on November 17, 2014 at 2:00 p.m. PT; and
- One (1) Ultimate Reset t-shirt (approximate retail value: \$24.99).

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

Tie Breaker: In the event of a tie for the final spot in the Google Hangout, the time of participation in the Hangout will be equally divided among those Contestants who have tied. For example, if two Contestants tie for the tenth and final spot in the Google Hangout, then each of the two tying Contestants will be able to participate in the hangout for thirty (30) minutes.

Access: You must provide at your own expense the equipment, Internet connections, and service plans to access and use Google Hangouts and participate in Darin's Google Hangout. Sponsor does not guarantee that Google Hangouts is available in all geographic locations. You acknowledge that if you are determined to be a winner and you access Google Hangouts, your wireless carrier or other Internet service provider may charge you fees for data, messaging, and/or other wireless access. Check with your carrier or other service provider prior to installing or using Google Hangouts if you are concerned that any such fees or other charges would apply to you. **YOU ARE SOLELY RESPONSIBLE FOR ANY COSTS YOU INCUR TO ACCESS AND/OR PARTICIPATE IN DARIN'S GOOGLE HANGOUT FROM YOUR PERSONAL COMPUTER, TABLET, MOBILE DEVICE OR OTHERWISE, INCLUDING BUT NOT LIMITED TO STANDARD DATA CHARGES AND ROAMING DATA CHARGES AND FEES.**

6. Release: By entering the Contest in any way or taking receipt of any prize that may be awarded, you agree to release and hold harmless Sponsor, Team Beachbody, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") and Google from and against any claim, loss, damage, cause of action, cost or expense (collectively, "Claim"), including, but not limited to, any Claim for damage to or loss of property or privacy arising out of participation in the Contest, or the receipt, use, or misuse of any prize that may be awarded.

7. Publicity: Except where prohibited by law, participation in the Contest constitutes your express and irrevocable consent to Sponsor's and its agents' use of any and all information you may submit or Sponsor may obtain in connection with your participation in the Contest for promotional purposes in any media, worldwide, without further payment, consideration or attribution to you.

8. General Conditions: Winning or accepting any prize that may be awarded in the Contest 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. Winners are solely responsible for any and all state, local, and federal taxes and subject to all applicable federal, state, and local laws and regulations. Participation in the Contest confirms your full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein. Sponsor reserves the right to cancel, suspend, and/or modify the Contest and/or extend or delay the Contest Period or winner announcements, or any part of thereof for any reason, including without limitation, force majeure (e.g. an act of war or terror), or if any other factor beyond

Sponsor's reasonable control impairs the integrity or proper functioning of the Contest in any manner, or for any reason related to the administration of the Contest, as determined by Sponsor in its sole discretion. In the event the Contest is not capable of running as planned, including due to infection by computer virus or bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor, which corrupt or affect the operation, administration, security, fairness, integrity or proper conduct of the Contest, Sponsor may, in its sole and absolute discretion and without any fault or liability, void any suspect entries and (a) cancel, modify or suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules; and/or (b) award the prize from among the eligible, non-suspect entries received up to the time of the impairment in accordance with the criteria in these Official Rules. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be involved with tampering with the entry process or the operation of the Contest, or to be acting in violation of these Official Rules or any other Sponsor promotion, or in an unsportsmanlike or disruptive manner. Sponsor's failure to enforce any provision or term of these Official Rules shall not constitute a waiver of that provision or any other provision herein.

9. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (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 Contest or the processing of entries, prize notification and/or winner confirmation; (4) any lost, late, delayed, corrupted, undelivered or undeliverable entry or prize notification, or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize.

10. 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 Contest, shall be governed by, and construed in accordance with, the laws of the State of California, U.S.A. and resolved in California courts, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California. Entrant and Sponsor each agree that any action relating to these Official Rules or the rights and obligations of each of entrant and Sponsor in connection with the Contest shall be exclusively brought in Los Angeles, California, and both parties irrevocably consent to the jurisdiction of the State and Federal courts located in Los Angeles, California. Entrant and Sponsor each expressly waive any objection that it may have based on improper venue or forum non conveniens to the conduct of any such suit or action in any such court. **Except where prohibited, entrants hereby agree that any claims, disputes or actions of any kind shall be resolved individually, without resort to any form of class action and waive all rights to claim indirect, punitive, incidental, consequential damages and/or multipliers of damages and any other damages, other than for actual out-of-pocket expenses incurred as the result of participation in the Contest. Entrant and Sponsor hereby agree to waive their respective rights to a jury trial of any claim or cause of action related to or arising out of the Contest. The scope of the waiver is intended to be all encompassing of any and all disputes that may be filed in any court and that relate to the Contest, 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.

11. Privacy Policy: Entries and participants are subject to Sponsor's current Privacy Policy accessed through the bottom of <http://www.beachbody.com/> or otherwise posted and updated on Sponsor's website.

12. Winners List and Official Rules: For a winners list and/or a copy of these Official Rules, send a self-addressed, stamped envelope to Beachbody, LLC, c/o **Darin's Google Hangouts Contest**, 3301 Exposition Blvd., 3rd Floor, Santa Monica, CA 90404. Requests must be received by December 31, 2015. Vermont residents may exclude return postage.

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