



**MILLION DOLLAR BODY 2009 MONTHLY CONTEST**  
**OFFICIAL RULES**  
**SPONSORED BY: PRODUCT PARTNERS, LLC**

## **1. Monthly Contest Periods**

The first Million Dollar Body 2008 Monthly Contest (“Contest”) period begins at 12:00 AM Pacific Standard Time (“PST”) on December 2, 2008 and ends at 11:59 PM (PST) on January 1st, 2009. There will be a Contest every month thereafter for eleven (11) months beginning at 12:00 AM (PST) on the second day of each subsequent month and ending on the first day of the following month at 11:59 PM (PST). The final monthly Contest period begins at 12:00 AM (PST) on November 2nd, 2009 and ends at 11:59 PM (PST) on December 1st, 2009.

### **1. How Can I Enter to Win a Monthly Prize?**

In order to enter, you must do the following:

**First:** Log-in to register during any monthly Contest period at [www.teambeachbody.com](http://www.teambeachbody.com) and completing the information required on your profile page. All registrations must include your current full name, email, home address and telephone number. (See [www.teambeachbody.com](http://www.teambeachbody.com) for details);

**Second:** Submit the items listed in paragraphs A - C below online through your specific community Member profile page located with in the Beachbody Club.

### **Submission Materials**

#### **I. Required Materials**

A.) Photographs: You must submit at least one before and one after and as many as six (6) before, during and after photographs exhibiting your physical transformation, which are clearly dated as closely as

possible to the date on which the photographs were actually taken. You must designate one (1) of the before and one (1) of the after photographs as the photographs upon which you wish your entry to be judged. Such designation is not binding on the Contest judges who have sole discretion to select the photos upon which they deem it appropriate to judge this portion of your entry. The before photograph(s) may be dated on or after January 1st, 2003 and the after photograph(s) must be dated any time after December 2nd, 2008. (see Photograph and Essay Question Requirements below);

B.) Essay Questions: Answer each of the essay questions contained on the entry form. Answers to each of the questions must range from approximately fifty (50) to two hundred and fifty (250) words and be written by you in the English language and be original to you detailing the information sought in each question in a manner that is expressive, descriptive and responsive. The questions will include inquiries related to the efforts you made (including what exercise products, regimens and dietary changes you made), the obstacles you overcame in achieving your transformation, your personal experiences during the transformation and how your WOWY workouts, Beachbody message boards and support tools or any Beachbody products assisted in your transformation (See Photograph and Essay Question Requirements below); and

C.) Personal Statistics: Your before and after weight, muscle gain as well as personal statistics pertinent to your particular transformation such as weight, body fat percentage, chest, waist, hips, etc.

## II. Optional Material

In addition to the above essay question answers, contestants may answer an optional question relating to the manner in which the contestant's personally sponsoring coach assisted the contestant to achieve his/her transformation. Responses to this question will not be judged as part of the contestant's entry. In the event that a contestant who elected to answer the optional question is judged to be one of the monthly winners, the optional answer will be reviewed by the Contest judges to determine whether, based on the winner's answer, the personally sponsoring Coach played a substantial and integral part in his/her transformation. The answer to the optional question must be original to the contestant and may not be written by the personal sponsoring Coach. Only the Contestant's sole appointed personally sponsoring Coach (as noted by Sponsor) may be eligible for

a prize if deemed eligible by the Contest judges for each winning Contestant.

**Third:** You must create and maintain an updated profile page which includes your before and after photos, statistics, biography and transformation story.

**Entry Limits:** You may enter only once during any given monthly Contest period; provided that, you may update and supplement your entry during the monthly Contest period in which your original entry was submitted. It is your responsibility to update your contact information as necessary. You are eligible to win only the monthly Contest during which your entry is submitted. Non-winning monthly Contestants may enter subsequent monthly Contests by resubmitting the same or revised entries with all of the same items required for the initial entry as outlined above. Winners of any monthly category are ineligible to compete in any subsequent monthly Contests but are automatically eligible to enter the 2009 Quarterly Contest and the 2009 Grand Finale Contest. Winners of any monthly contests from the previous Million Dollar Body Monthly Contests (including winners from Contest Periods for the Million Dollar Body 2007 or 2008 Monthly Contests) are eligible to enter 2009 Monthly Contests by submitting all new materials in compliance with these Official rules along with new before pictures that verifiably post-date the after picture submitted for the previous winning Million Dollar Body Monthly entry or entries.

**Photograph and Essay Question Requirements:** Digital photos and photos submitted online should be best quality possible, as image quality is considered part of the judgment criteria. To the extent possible, the before and after photographs should be similarly posed or be composed so that the nature and extent of your physical transformation is evident. Photographs must be of you alone with no other human subjects. You must own the rights to all photographs and essay question answers submitted and you must have full authority to grant or dispose of such rights at the time of entry and at the time any prize is awarded. Photographs may not be retouched, enhanced or modified in anyway from the originals. Any essay question answers submitted must be original to you and must not be in any way copied, plagiarized or taken from any other work. Sponsor reserves the right to disqualify entries that include photographs or essays that are deemed, at Sponsor's sole discretion, to be lewd, pornographic, false, doctored, enhanced, offensive, or inappropriate in any manner. All entries become the property of Sponsor and will not be acknowledged or returned.

## 2.How Will the Monthly Entries Be Judged?

All entries will be sorted into the following eight (8) age categories as of the deadline for the applicable monthly Contest period:

<b>Women</b>	<b>Men</b>
18-29	18-29
30-39	30-39
40-49	40-49
50 and over	50 and over

One potential winner will be judged and selected from each category for a total of eight (8) potential winners. Judging will be based on the following criteria:

**Photos (40%):** The overall transformation of each contestant's appearance shall constitute 20% of the overall judging score and the quality of the photographic image shall constitute an additional 20% of the overall judging score.

**Statistics (20%):** The overall healthiest transformation result as evidenced by statistical changes (weight loss, muscle gain, measurements) shall constitute 20% of the overall judging score.

**Essay Question Answers (40%):** The inspirational nature of the contestant's true and unique transformation story, including, the originality, creativity and expressiveness with which the contestant describes the transformation process and how the transformation has impacted the contestant's life within their essay question answers. 20% of the overall judging score shall be based on the compelling nature of the essay question answers, including specifically discussing the WOWY workouts, Beachbody message boards and support tools and/or any Beachbody products used, regimens maintained and/or any dietary changes you made. An additional 20% of the overall judging score shall be based on the inspirational nature of the essay question answers, including discussing your personal transformation journey and obstacles you may have overcome.

**Tie Breaker:** In the unlikely event of a tie in any monthly Contest, the potential winner(s) will be selected based on the highest ranking combined photographic score. If there is still a tie, the potential winner(s) will be selected based on the highest ranking inspirational portion of the essay question answers.

### 3. Who Can Enter?

Open only to legal residents of the United States, excluding Puerto Rico and the territories of Guam and the Virgin Islands, who are at least 18 years old or the age of majority in the contestant's legal state of residence. Employees of Sponsor, Product Partners, LLC/Beachbody.com and their respective parent, subsidiary and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. Winners of any monthly Contest are not eligible to enter subsequent monthly Contests but are eligible to compete in the 2009 Quarterly Million Dollar Body Contest and the 2009 Grand Finale Million Dollar Body Contest. Winners of any monthly contests from the previous Million Dollar Body Monthly Contest (including winners from Contest Periods for the Million Dollar Body 2007 or 2008 Monthly Contests) are eligible to enter 2009 monthly Contests. (See Entry Limits paragraph above.)

**Persons whose fitness transformation is, in whole or in part, the result of non-medically necessary plastic/cosmetic surgery, liposuction, steroids, or any unnatural method of body enhancement or weight reduction of any kind are not eligible to enter, and any such entries will be disqualified.**

### 4. What are the Prizes for the Monthly Contest?

**Monthly Winners:** On or about the first Monday of the month immediately following each Contest period (for example, the results for the December submission period which ends January 1st will be announced on or about the first Monday of February), the Sponsor, whose decisions are final on all matters relating to all monthly contests, will select one potential winner for each of the eight (8) categories.

**Prizes:** Eight (8) prizes of \$1,000 each will be awarded to the eight selected and verified monthly winning contestants.

**Optional Personally Sponsored Coaches Awards:** In the event that a winning entrant has elected to answer the optional personally sponsoring coach question and the Contest judges, in their sole discretion, determine that the answer clearly indicates that the coach made a substantial and integral contribution to the winner's

transformation, the personally sponsoring coach will receive \$100. In order to receive this award, coaches must be coaches in good standing at the time the award is made (as defined by and in compliance with the Team Beachbody Compensation Plan and Policies and Procedures). Coaches will be notified by phone or email and will be required to sign and return to Sponsor, within 7 days of notice or attempted notice a liability/publicity release. Failure to comply with this requirement will result in forfeiture of the monetary award.

**Quarterly Million Dollar Body Contest and Grand Prize Finale**

**Million Dollar Body Contest:** All winners from each monthly Contest will be automatically entered in the 2009 Seasonal Million Dollar Body Contest located at:

[http://images.beachbody.com/tbb/pdf/Team\\_Beachbody\\_2009\\_Quarterly\\_Contest.pdf](http://images.beachbody.com/tbb/pdf/Team_Beachbody_2009_Quarterly_Contest.pdf)

and be eligible to enter the 2009 Grand Prize Finale Million Dollar Body Contest located at:

[http://images.beachbody.com/tbb/pdf/Team\\_Beachbody\\_2009\\_Annual\\_Grand\\_Prize\\_Contest.pdf](http://images.beachbody.com/tbb/pdf/Team_Beachbody_2009_Annual_Grand_Prize_Contest.pdf).

Entering and participating in any Monthly Contest constitute your consent to have your entry submission materials, including all photos, video, statistic, essays or other materials, submitted to the entire Beachbody community for review and voting in the Quarterly and Grand Prize Finale contests if you are Monthly Winner.

The potential prize winner of any monthly Contest will be notified by email and/or phone at the email address or phone number given in the registration entry. The potential winner will be required to sign and return to Sponsor, within 10 days of notice or attempted notice, a current home address, a W-9 tax form, an affidavit of eligibility and liability/publicity release and the photographs and video submissions as requested by Sponsor in order to claim his/her prize. If a potential winner fails to sign and return the W-9 and affidavit of eligibility and liability/publicity release and applicable photographs and video materials within the required time period, the prize will be forfeited and it will be awarded to an alternate, potential Monthly Contest winner receiving the second highest score in the applicable criteria category who is also subject to verification.

**5. Release:** By entering any monthly Contest or taking receipt of any prize you agree to release and hold harmless Sponsor, Product Partners, LLC/Beachbody.com, 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") 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 a monthly Contest or receipt or use or misuse of any prize. By entering a monthly Contest, you represent that you have submitted original, current photographs depicting you for which you have all rights and authority of use. Further, you represent that all essay answers submitted are original to you, that you have not copied or in anyway taken all or any part of the essay answers from any other published or unpublished work, and that you have full rights and authority of use of such essay answers. Further, by uploading or mailing photographs or essay answers, you grant the Released Parties the right to publish the photographs and/or essay answers on the [www.teambeachbody.com](http://www.teambeachbody.com) Web site and related Million Dollar Body and Beachbody Web sites and to use the photos in connection with any Contest without compensation, except where prohibited by law.

**6. Publicity:** Except where prohibited, participation in a Monthly Contest constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photographs, essay question answers, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration; including, without limitation, placement on the Million Dollar Body homepage and creation of promotional videos featuring the winners. Further, as outlined above, participation in any Monthly Contest constitute your consent to have your entry submission materials, including all photos, video, statistic, essays or other materials, submitted to the Beachbody community for review and voting in the Quarterly and Grand Prize Finale contests if you are Monthly Winner.

**7. General Conditions:** Subject to all applicable federal, state, and local laws and regulations. Void in Puerto Rico, Guam, the Virgin Islands and any other country outside of the United States of America (including any other of its territories) and where prohibited by law. Contest is subject to all local, state and federal laws. Finalists and winners are solely responsible for any and all state, local and federal taxes. Prizes are not transferrable and may not be substituted, except at the sole discretion of Sponsor. The submission of an entry confirms your full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to all monthly contests. Winning a prize is contingent upon fulfilling all requirements set forth herein. Sponsor reserves the right to cancel, suspend and/or modify any and/or all monthly Contest(s), or any part of thereof, if any fraud, technical failure or any other factor beyond

Sponsor's reasonable control impairs the integrity or proper functioning of the Contest(s) in any manner, or for any reason related to the administration of the Contest(s), 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 monthly 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 term of these Official Rules shall not constitute a waiver of that provision.

**8. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by you or any other contestant, printing errors or by any of the equipment or programming associated with or utilized in any monthly 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 any monthly 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 your participation in any monthly Contest or receipt or use or misuse of any prize. If for any reason any contestant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, that contestant's sole remedy is another entry in a monthly Contest, provided that if it is not possible to award another entry due to discontinuance of any monthly Contest. You are responsible for updating your contact information with Sponsor as necessary to ensure proper administration of any monthly Contest. No more than the stated number of prizes will be awarded.

**9. Disputes:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the you and Sponsor in connection with any monthly 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. Except where prohibited, you 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 any monthly Contest. 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 any monthly 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 any monthly 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.

**10. Privacy Policy:** Entries 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.

**11. Winner's List and Rules:** For a winners list and/or a copy of these Official Rules, send a hand-printed, self-addressed, stamped envelope to "Million Dollar Body 2009 Monthly Contest" at 3301 Exposition Blvd., Santa Monica, California 90404. Winner list requests must be received by June 30, 2010.

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