



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

1. Quarterly Contest Period

The Winter Million Dollar Body 2009 Quarterly Contest period begins at 12:00 AM Pacific Standard Time ("PST") on January 1st, 2009 and ends at 11:59 PM (PST) on March 31st, 2009 ("Winter Quarterly Contest Period"). There will be a quarterly contest thereafter (each, a "Quarterly Contest") for a total of four annual quarters. The Spring Quarterly Contest period begins at 12:00 AM (PST) on April 1st, 2009 and ends at 11:59 PM (PST) on June 30th, 2009 ("Spring Quarterly Contest Period"). The Summer Quarterly Contest begins at 12:00 AM (PST) on July 1st, 2009 and ends at 11:59 PM (PST) on September 30th, 2009 ("Summer Quarterly Contest Period"). The Fall quarterly contest begins at 12:00 AM (PST) on October 1st, 2009 and ends at 11:59 PM (PST) on December 31st, 2009 ("Fall Quarterly Contest Period").

2. Who Will Be Entered?

All monthly contestants who are awarded prizes as winners in one of the Million Dollar Body 2009 Monthly Contests completed between December 2nd, 2008 – December 1st, 2009 ("Contestants") will automatically be entered in the Quarterly Contests for which they qualify. The winning entries, including all photos, essays, and videos, submitted by the winners in the Monthly Contests during each Quarterly Contest Period will automatically be entered in the Quarterly Contest for that quarterly period. Winners of any Quarterly Contest are not eligible to win and will not be entered in subsequent Quarterly Contests. All Quarterly Contest winners remain eligible to compete in the 2009 Grand Finale Million Dollar Body Contest due to their status as Monthly Contest winners. (See also Eligibility Criteria paragraph above.)

3. What Will Be Posted and When?

Quarterly Contest entries will be posted on the Team Beachbody Site located at www.teambeachbody.com by noon (PST) on or around the 40th day of the month subsequent to the end of each Quarterly Period. Winter Quarterly Contest entries will be posted by noon (PST) on or around May 11, 2009. Spring Quarterly Contest entries will be posted by noon (PST) on or around August 10, 2009. Summer Quarterly Contest entries will be posted by noon (PST) on or around November 9, 2009. Fall Quarterly Contest will be posted by noon (PST) on or around February 8, 2010. All entry elements submitted for judging by the eligible Monthly Contest winners will be posted for viewing and voting on by all Beachbody community members.

All entry materials submitted by eligible Monthly Winners, including, photos, essays, videos, and statistical information, will be posted for Beachbody community review and voting purposes. In addition, at Sponsor's discretion, eligible Monthly Winners may, at their option, submit an additional video entry documenting their journey and progress from the time of their Monthly Entry to the time of their Monthly Entry to the end of the Quarterly Contest Period during which it is submitted.

4. How Will the Quarterly Contest Voting be Conducted?

All entries will be sorted into two (2) categories: one (1) male and one (1) female category. The sorted entries will be posted on the Team Beachbody Site for a period of 14 days ("Voting Period") after each Quarterly Contest Period during which time members of the Beachbody community will be able to view the entries and vote for the entries in each category that they believe exemplify the best and most compelling overall transformation. Community members will be eligible to vote one time only for their top pick in each category during each Quarterly Period.

The entry in each category that receives the highest number of votes during the Voting Period for each quarter will be named the potential winners for the Quarterly Contest.

Tie Breaker: In the event of a tie in either category, the potential winner(s) will be determined based on the highest ranking scores achieved by the tied entrants in the Monthly Contest in which they were judged winners.

Potential quarterly winners will be notified by phone or email at the contact information provided upon the entry submission on or about 3 days following completion of each applicable Voting Period and will be subject to verification. Quarterly winners will be required to sign and return a W-9 tax form, and an affidavit of eligibility and liability/publicity release within 7 days of notification. If a potential Quarterly Winner fails to sign and return the W-9 and affidavit of eligibility and liability/publicity release within the required time period, the prize will be forfeited and it will be awarded to an alternate, potential winner who received the second highest number of votes in the applicable category for the applicable Quarterly Contest Period.

5. What are the Quarterly Prizes?

Two (2) Quarterly Winners, a male and a female, will each be awarded a prize consisting of \$10,000.

Optional Personally Sponsored Coaches Awards: In the event that a Quarterly Winner elected to answer the optional personally sponsoring coach question in the Monthly Contest, the Quarterly Winner's personally sponsoring coach will receive \$1,000. In order to receive this award, the coach must be a coach in good standing (as defined by and in compliance with the Team Beachbody Compensation Plan and Policies and Procedures) at the time the award is made. 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.

6. Release: By entering any 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 the Contest or receipt or use or misuse of any prize. By entering any 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 essays submitted are original to you, that you have not copied or in anyway taken all or any part of the essay from any other published or unpublished work, and that you have full rights and authority of use of such essays. Further, by uploading or mailing photographs or essays, you grant the Released Parties the right to publish the photographs, videos, and/or essays on the www.teambeachbody.com Web site and related Team Beachbody and Beachbody Web sites for use in community voting and to use the in connection with any Contest without compensation, except where prohibited by law.

7. Publicity: Except where prohibited, participation in any Quarterly Contest constitutes winners' consent to Sponsor's and its agents' use of winner's/finalist's name, likeness, photographs, videos, 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 Team Beachbody homepage and creation of promotional videos featuring the winners.

8. 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. 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 any 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 any Quarterly Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein. Sponsor reserves the right to cancel, suspend and/or modify any Quarterly Contest, 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 any Quarterly Contest in any manner, or for any reason related to the administration of any Quarterly Contest, 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 Quarterly 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.

9. 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 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 your participation in any 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 subsequent contest or promotion, provided that if it is not possible to award another entry due to discontinuance of the Contest. You are responsible for updating your contact information with Sponsor as necessary to ensure proper administration of the Contest. No more than the stated number of prizes will be awarded.

10. Disputes: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Contestant 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. 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 the 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 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 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.

12. 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 Quarterly Contest" at 3301 Exposition Blvd., Santa Monica, California 90404. Winner list requests must be received by March 31, 2010.

© 2008 - 2009 Product Partners, LLC. ALL RIGHTS RESERVED.