



BEACHBODY®

10-Minute Trainer® \$10,000 Shopping Spree Application Form

Full Name: _____

Street Address: _____

City, State, ZIP: _____

Phone: Home _____ Cell _____ Work _____

Please circle: Male / Female Birth Date: _____ Age: _____

Email address: _____

What is your favorite 10-Minute Trainer workout with Tony? _____

Please check here acknowledging that you have read and agree with the \$10,000 Shopping Spree Contest Official Rules below.

Your 10-Minute Trainer Results:

Total Pounds Lost: _____ Total Inches Lost: _____

Share your 10-Minute Trainer success story with us in 750 words or less, including your experience and motivation using 10-Minute Trainer and any obstacles you overcame in your journey.

Signature: _____ Date: _____

10-MINUTE TRAINER \$10,000 SHOPPING SPREE CONTEST
OFFICIAL RULES
SPONSORED BY PRODUCT PARTNERS, LLC (“SPONSOR”)

1. Contest Period

The 10-Minute Trainer Contest (“Contest”) period begins at 12:00 AM (PT) on April 18, 2008 and ends at 11:59 PM (PT) on December 31, 2009.

2. How Can I Enter?

In order to enter, you must do the following:

First: Get your 10-Minute Trainer Program (DVD or VHS) at www.10minutetrainer.com or call 1-800-472-0893 for information on where to purchase offline; then sign up online at www.10minutetrainer.com by completing the information required on the Contest entry form including, name, address, email, and telephone number. Average cost of the Program is \$59.85 (price may vary depending on source and range of Program products purchased);

Second: Submit the items listed in paragraphs A and B below online at www.10minutetrainer.com on or before the deadline date above.

Submission Materials

I. Required Materials

A.) Photographs: You must submit at least one (1) “before” and one (1) “after” full-frontal-view photograph exhibiting your physical transformation using the 10-Minute Trainer Program. The photos should be similarly posed, and it is best if you are wearing the same outfit in each of them. You should list the date on your “before” and “after” photographs, and list the amount of time spent using 10-Minute Trainer (see Photograph and Essay Question Requirements below);

B.) Application and Essay Question: You must complete all the sections of the Contest application form, including answering the essay question in seven hundred and fifty (750) words or less, 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. (See Photograph and Essay Question Requirements below.)

Entry Limits: You may enter only once during the Contest period. It is your responsibility to update your contact information as necessary.

Photograph and Essay Question Requirements: Digital photos and photos submitted online should be best quality possible. 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 the essay question answer 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 any way from the originals. The essay question answer 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.

3. How Will the Entries Be Judged?

One (1) winner will be selected by an internal panel of Sponsor that will review all of the materials submitted. The winner will be chosen on a combination of the best transformation achieved using 10-Minute Trainer based on the photographs submitted as well the information provided on the application and the response to the essay question. The winner will be selected and announced between January 5, 2010 and March 5, 2010.

4. Who Can Enter?

Open only to legal residents of the United States, excluding Vermont, Maryland, 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, Beachbody®, Team Beachbody™, and their respective 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.

Persons whose transformation is, in whole or in part, the result of unnecessary plastic/cosmetic surgery, liposuction, steroids, diet pills, 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.

5. What is the Prize for the Contest?

Prize: One (1) prize of a trip to Hollywood, California, for a \$10,000 shopping spree will be awarded to the one (1) verified winner as selected by the judges panel from all the eligible contestants. The trip will consist of a round-trip, coach-class ticket for one (1) from a gateway airport near the winner’s actual place of resident and to an airport near Los Angeles, California; one (1) night, single accommodation lodging in a hotel in or near Hollywood, California; and \$10,000 in cash or credit at selected stores (as

mutually selected by winner and Sponsor) for the winner to spend on a shopping spree while in Hollywood. Approximate Retail Value: \$11,000.

Travel must be commenced by March 1, 2010 and completed by June 30, 2010 as mutually selected by winner and Sponsor. Sponsor reserves the right to select the hotel, airline, store credits, if any, departure and arrival airports, and all other aspects of the prize. Winner is solely responsible for all applicable federal, state, and local taxes. Any expenses, fees, or other costs not expressly included herein are the sole responsibility of the winner. Certain travel and hotel restrictions may apply. In the event the winner lives within 250 miles of Hollywood, California, the Sponsor reserves the right to provide ground transportation of its choice to Hollywood, California, from the winner's place of residence.

The potential prize winner 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 seven (7) days of notice or attempted notice, a current home address, a W-9 tax form, and an affidavit of eligibility and liability/publicity release 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 within the required time period, the prize will be forfeited and it will be awarded to an alternate potential winner receiving the second highest score in the applicable criteria categories who is also subject to verification.

6. Release: By entering the Contest or taking receipt of any prize, you agree to release and hold harmless Sponsor, Beachbody, 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") 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 the Contest, you represent that you have submitted original, current photographs depicting you for which you have all rights and authority of use. Furthermore, you represent that all essays submitted are original to you, that you have not copied or in any way 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. Furthermore, by uploading or mailing photographs or essays, you grant the Released Parties the right to publish the photographs and/or essays on the www.10minutetrainer.com Web site and related Beachbody and Team Beachbody Web sites and to use the photos in connection with any Contest without compensation, except where prohibited by law.

7. Publicity: Except where prohibited, participation in the 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 Beachbody, Team Beachbody, and/or 10-Minute Trainer homepage and creation of promotional videos featuring the winner.

8. General Conditions: Subject to all applicable federal, state, and local laws and regulations. Void in Vermont, Maryland, Puerto Rico, Guam, the Virgin Islands, and any other country outside of the United States of America (including any other of its territories). 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 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, or any part thereof, if any fraud, technical failure, or 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. 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 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 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 the 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 the Contest pursuant to these Official Rules. 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. In event that production, technical, seeding, programming, or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes.

10. Disputes: All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of you 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, 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 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 at <http://www.beachbody.com>.

12. Winner List and Rules: For a winner list and/or a copy of these Official Rules, send a hand-printed, self-addressed, stamped envelope to "10-Minute Trainer Contest" at 3301 Exposition Blvd., Santa Monica, CA 90404. Winner list requests must be received by June 30, 2010.