



BEACHBODY®

10-Minute Trainer® \$10,000 Prize 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 Prize 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: _____

TEN MINUTE TRAINER \$10,000 PRIZE CONTEST
OFFICIAL RULES
SPONSORED BY: PRODUCT PARTNERS, LLC ("SPONSOR")

1. Contest Period

The Ten Minute Trainer Contest ("Contest") period begins at 12:00 AM (PST) on April 18, 2008 and ends at 11:59 PM (PST) on December 31st, 2009.

1. How Can I Enter?

In order to enter, you must do the following:

First: Get your Ten Minute Trainer Program (DVD or VHS) at www.tenminutetrainer.com or call 1-800-472-0893 for information on where to purchase offline, then sign-up online at www.tenminutetrainer.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 - B below online at www.tenminutetrainer.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 photographs exhibiting your physical transformation using the Ten 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 Ten 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 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 anyway 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.

2. How Will the Entries Be Judged?

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

3. 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.com, 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.

4. What is the Prize for the Contest?

Prize: One (1) prize of a trip to Los Angeles, California for a \$10,000 prize (which, at the Winner's discretion, may be used for a 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 1 (one) 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 Santa Monica, California; \$10,000 in a corporate check or credit at selected stores (as mutually selected by Winner and Sponsor) for the Winner; and a personal training session with Tony Horton at a facility to be selected by Sponsor, to take place in Los Angeles during the Winner's prize trip. Approximate Retail Value \$11,500.

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 with 250 miles of Los Angeles, California, the Sponsor reserves the right to provide ground transportation of its choice to Los Angeles, 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 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 category who is also subject to verification.

5. Release: By entering the Contest or taking receipt of any prize you agree to release and hold harmless Sponsor, Beachbody.com, 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. 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 and/or essays on the www.tenminutetrainer.com Web site and related Million Dollar Body and Beachbody Web sites and to use the photo in connection with any Contest without compensation, except where prohibited by law.

6. 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 Ten Minute Trainer homepage and creation of promotional videos featuring the winners.

7. 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 Contests. 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 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 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.

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 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.

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 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.

10. Privacy Policy: Entries are subject to Sponsor's Privacy Policy at <http://www.beachbody.com>.

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 "Ten Minute Trainer Contest" at 3301 Exposition Blvd., 3rd Floor, Santa Monica, California 90404. Winner list requests must be received by June 30, 2010.

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