



**TEAM BEACHBODY® TOP COACH CHALLENGE 2010
("CHALLENGE")
OFFICIAL RULES
SPONSORED BY: PRODUCT PARTNERS, LLC**

1. Challenge Period: The Team Beachbody Top Coach Challenge begins on January 1, 2010, at 12:00 AM Eastern Time ("ET"), and ends on December 31, 2010, at 11:59 PM ET ("Challenge Period"). Sponsor's computer is the official time-keeping device for the Challenge Period.

2. Challenge Qualifications:

In order to qualify for the Top Coach Challenge you must first meet the Success Club 5 or Success Club 10 Qualifications for any nine (9) consecutive months. The top ten (10) highest overall Success Club Point earners in the Success Club Challenge will be deemed the potential winning Top Coaches.

Full Success Club Challenge Official Rules, including qualifications for Success Club 5 and Success Club 10 rewards, how to earn Success Club Points, and full description of Success Club rewards are available at:

http://www.beachbodycoach.com/uploads/fckeditor/mdbody/File/downloads/success_club_official_rules.pdf

3. Challenge Calculation and Decision: Evaluation of Success Club Points and Top Coach qualifications will be held on or about February 4, 2011. The total amount of Success Club points during the Challenge Period will be calculated to determine the Top Coach winners.

In the event of a tie, the Qualified Coach with the most Success Club Points earned through enrolling new and Active personally sponsored Beachbody Coaches as defined in the Team Beachbody Compensation Plan (each a "Personally Sponsored Coach") enrolled with a Home Direct order (or orders) totaling a minimum of ninety (90) Personal

Volume ("PV") points,* will be deemed a winner. If ties remain, the respective potential Top Coach will be determined based on the highest number of total PV points earned during the Challenge Period.

The potential Top Coach winners will be notified on or about February 11, 2011 on TeamBeachbody.com. Potential winners will be required to sign and return to Sponsor, within seven (7) days of notice or attempted notice, an affidavit of eligibility and liability/publicity release and if any monetary compensation is provided, a W-9 tax form, in order to claim his/her reward. If a potential Challenge winner fails to sign and return a required W-9 and affidavit of eligibility and liability/publicity release within the stated time period, the reward will be forfeited.

Personal Volume produced from the Customer Lead Program or Coach Connection Program does not count toward tie breaker requirements.

4. Rewards:

Top Coach Reward: Each Top Coach Challenge winner will be rewarded with the title and recognition of "Top Coach." If any of the Top Coaches have not achieved qualification for the Success Club 10 rewards, such Top Coach will be eligible to receive an additional \$500 airfare/transportation reimbursement to the Event as well as the additional Success Club 10 VIP rewards. In such case, approximate retail value of the Top Coach reward is \$1,000.

A maximum of \$1,000 air and ground transportation reimbursement to the Event will be awarded per Qualified Coach during the Challenge Period for the Top Coach Challenge, or any other Team Beachbody promotion, including, but not limited to the Success Club Challenge [http://www.beachbodycoach.com/uploads/fckeditor/mdbody/File/downloads/success_club_official_rules.pdf]

and the Beachbody Elite Challenge

[http://www.beachbodycoach.com/uploads/fckeditor/mdbody/File/downloads/elite_challenge_rules.pdf].

Each Top Coach must submit his/her travel itinerary and proof of payment to events@teambeachbody.com in order to receive a reimbursement check from Beachbody. Request for

* The 90 PV points can be achieved from any one purchase or multiple Home Direct purchases made within the same month.

airfare/transportation reimbursement must be submitted no later than 30 days after the Event. Checks will be issued within 30 days of receipt of travel itinerary and proof of payment.

Expenses, taxes, fees, insurance, or other costs that are not expressly stated above are not included in any reward and are the sole responsibility of the Top Coach. Rewards are not transferable. No reward substitutions are allowed except at the sole discretion of Sponsor, who reserves the right to substitute a reward of equal or greater value. Any and all local, state, or federal taxes are the sole responsibility of Top Coach.

5. Who Can Enter: The Challenge is open to Qualified Coaches who are 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 entrant's legal state of residence, and who hold a valid passport as of the date of travel. Employees of Sponsor, Team Beachbody, Beachbody.com, 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. Subject to all applicable federal, state, and local laws and regulations. Void in Puerto Rico, Guam, Virgin Islands, and where prohibited by law. By taking the Challenge, you confirm your full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Challenge. Winning any prize that may become available is contingent upon fulfilling all requirements set forth herein.

6. Release: By participating in the Challenge in any way or taking receipt of any reward that may be awarded, you agree to release and hold harmless Sponsor, Beachbody.com, Team Beachbody, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and reward 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 Challenge or receipt or use or misuse of any reward that may be awarded.

7. Publicity: Except where prohibited, participation in the Challenge constitutes Qualified Coach's consent to Sponsor's and its agents' use of any Challenge winner's name, likeness, photograph,

voice, opinions, and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration. As an express condition to your acceptance of the Challenge rewards, you will be required to provide an on-camera interview to take place during the annual Coach Event trip.

8. General Conditions: Achieving or accepting any reward that may be awarded in the Challenge 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. Sponsor reserves the right to cancel, suspend, and/or modify any and/or all of any Challenge, 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 Challenge in any manner, or for any reason related to the administration of a Challenge, 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 Challenge 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 entrants, printing errors, or by any of the equipment or programming associated with or utilized in the Challenge; (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 Challenge or the processing of Success Club Points, reward notification, and/or winner confirmation; (4) any lost, late, delayed, corrupted, undelivered, or undeliverable Challenge communications or reward 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 any Challenge or receipt or use or misuse of any reward that may be awarded. If for any reason a Qualified Coach's Success Club Points are confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is to earn additional Success Club Points during the Challenge Period, provided that if it is not possible to earn additional Success Club Points due to discontinuance of the Challenge, none shall 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 entrant and Sponsor in connection with the Challenge, 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, all Challenge entrants or reward awardees 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 Challenge or acceptance of any reward that may be awarded. 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 Challenge. 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 Challenge, 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. Challenge Winners List and Rules: For a list of winners and/or a copy of these Official Rules, send a hand-printed, self-addressed, stamped envelope to "Team Beachbody Top Coach Challenge 2010" at 3301 Exposition Blvd., Third Floor, Santa Monica, California 90404. Winner list requests must be received by June 30, 2011.