

TEAM BEACHBODY® SUCCESS CLUB S.S. BEACHBODY CHALLENGE 2013 OFFICIAL RULES SPONSORED BY: BEACHBODY, LLC

1. **Challenge Description**: Team Beachbody invites all Qualified Coaches to earn Success Club Points and achieve Success Club 5 or Success Club 10 Qualifications (as those terms are defined below) to receive rewards towards the Team Beachbody Success Club Trip – S.S. Beachbody 2014 ("Cruise")! These official rules ("Official Rules") govern this Challenge (defined below).

The Cruise is tentatively scheduled to take place on or around March 24th, 2014 through March 29th, 2014 onboard the **Royal Caribbean "Liberty of the Seas" Cruise Ship** ("Ship") that will depart from Fort Lauderdale, Florida and visit Cozumel, Mexico and George Town, Grand Cayman before returning to Fort Lauderdale, Florida (the schedule is subject to change).

You can register for a Tier 1, Tier 2 or Tier 3 stateroom (prices are below) and earn credits towards the cost of those staterooms. **IMPORTANT**: in order to be eligible to receive and use any credits toward the Cruise, you must register for your stateroom before all staterooms are sold out!

<u>Tier</u>	<u>Stateroom</u>	Price	Total Cost
3	Interior Stateroom	\$950 + \$220 nonrefundable deposit	\$1,170
2	Ocean View Stateroom	\$1,250 + \$220 nonrefundable deposit	\$1,470
1	Balcony Stateroom	\$1,500 + \$220 nonrefundable deposit	\$1,720

You can also register for a limited number of Family Cabin staterooms, but sorry, you may not earn credits towards those staterooms. See below for full details.

Registration for the Cruise begins on January 5, 2013. To register, visit <u>www.SSBeachbody2014.com</u>, provide all the required information (including your desired stateroom) and pay for your stateroom in full or utilize the payment plan described in Section 7 below.

2. Challenge Period: The Team Beachbody Success Club S.S. Beachbody Challenge 2013 ("Challenge") begins on January 1, 2013 at 12:00 AM Eastern Time ("ET"), and ends on December 31, 2013 at 11:59 PM ET ("Challenge Period"). The Challenge Period has twelve (12) separate qualification periods – each calendar month of 2013 is a separate qualification period beginning on the first day of the calendar month at 12:00 AM ET and ending on the last day of that calendar month at 11:59 PM ET (each, a "Qualification Period"). Beachbody, LLC's ("Team Beachbody") computer is the official time-keeping device for the Challenge Period and Qualification Periods.

3. Coach Qualifications: To participate in the Challenge and qualify to win a reward, you must be a Team Beachbody Coach, current with all Coach Business Service Fees, in good standing, and in compliance with the Independent Team Beachbody Coach Policies and Procedures at all times during the Challenge Period, at the time any reward is awarded, and at the time of the Cruise (collectively, a "Qualified Coach").

How to Earn Success Club Points

4. **Success Club Points:** Subject to the terms, conditions and limitations herein, and verification by Team Beachbody, you can earn success club points ("Success Club Points") by selling Challenge Packs, Diamond Packs and Home-Direct products to people you have sponsored to enroll as a new Team Beachbody Coach ("Personally Sponsored Coaches") during the Challenge Period, or to new or existing (non-Coach) customers ("Customers"). (Note: Diamond Packs are not currently available for sale to Customers.)

(a) Selling Challenge Packs to New Personally Sponsored Coaches: You can earn two (2) Success Club Points each time you recruit a new Personally Sponsored Coach who enrolls as a Coach within the Challenge Period and who purchases a Challenge Pack within thirty-one (31) days of his or her enrollment¹. The two (2) Success Club Points will be deemed earned in the Qualification Period that the Personally Sponsored Coach purchases the Challenge Pack.

Limitations:

- You cannot earn more than two (2) Success Club Points from any one (1) particular Personally Sponsored Coach's purchase of a Challenge Pack, regardless of the number of Challenge Packs purchased by that Personally Sponsored Coach.
- If any Challenge Packs for which you received Success Club Points are returned or refunded, then those Success Club Points will not be counted and will be deducted from your Success Club Points total.

(b) Selling Challenge Packs to New or Existing (Non-Coach) Customers: You can earn two (2) Success Club Points each time a Customer purchases a Challenge Pack from you within any single Qualification Period. The two (2) Success Club Points will be deemed earned in the Qualification Period in which your Customer purchases the Challenge Pack.

Limitations:

- You cannot earn more than two (2) Success Club Points from any one (1) particular Customer in any single Qualification Period, regardless of the number of Challenge Packs purchased by that Customer in that same Qualification Period.
- If any Challenge Packs for which you received Success Clubs Points are returned or refunded, then those Success Club Points will not be counted and will be deducted from your Success Club Points total.

(c) Selling Diamond Packs to New Personally Sponsored Coaches: You can earn two (2) Success Club Points each time you recruit a new Personally Sponsored Coach who enrolls as a Coach within the Challenge Period and who purchases a Diamond Pack within thirty-one (31) days of his or her enrollment. The two (2) Success Club Points will be deemed earned in the Qualification Period that the Personally Sponsored Coach purchases the Diamond Pack.

Limitations:

- You cannot earn more than two (2) Success Club Points for any one (1) particular Personally Sponsored Coach's purchase of a Diamond Pack, regardless of the number of Diamond Packs purchased by that Personally Sponsored Coach.

¹ As used throughout these Official Rules, the Coach's date of enrollment counts as the first day (day one) of the 31 day period.

- If any Diamond Packs for which you received Success Club Points are returned or refunded, then those Success Club Points will not be counted and will be deducted from your Success Club Points total.

(d) Selling Diamond Packs to Customers: Diamond Packs are not currently available for sale to Customers.

(e) Selling Home-Direct Products to New Personally Sponsored Coaches: You can earn one (1) Success Club Point each time you recruit a new Personally Sponsored Coach who enrolls as a Coach within the Challenge Period and who purchases a Home Direct order(s) (other than a Challenge Pack or Diamond Pack) totaling a minimum of ninety (90) Personal Volume ("PV") points (as defined in the Team Beachbody Coach Policies and Procedures²) within thirty-one (31) days of enrollment as a Coach. The one (1) Success Club Point will be deemed earned in the Qualification Period that the Personally Sponsored Coach's Home Direct order(s) total ninety (90) PV points.

Limitations:

- You cannot earn Success Club Points under this section if your Personally Sponsored Coach has already purchased a Challenge Pack or Diamond Pack before the Personally Sponsored Coach's Home Direct order(s) totaled ninety (90) PV points.
- You may not receive more than one (1) Success Club Point per Personally Sponsored Coach under this paragraph during the entire Challenge Period.
- If any Home Direct order(s) for which you received Success Club Points are returned or refunded, then those Success Club Points will not be counted and will be deducted from your Success Club Points total.

(f) Selling Home-Direct Products to Customers: You can earn one (1) Success Club Point each time your Customer purchases a new Home Direct order(s) totaling a minimum of ninety (90) PV points within any particular Qualification Period.

Limitations:

- You may not earn Success Club Points under this section if your Customer has purchased a Challenge Pack or Diamond Pack during that same Qualification Period.
- You may not receive more than one (1) Success Club Point per Customer per Qualification Period under this paragraph.
- If any Home Direct order(s) for which you received Success Club Points are returned or refunded, then those Success Club Points will not be counted and will be deducted from your Success Club Points total.

(g) Additional Limitations:

(i) For Personally Sponsored Coaches. You may not earn more than two (2) Success Club Points from any one (1) Personally Sponsored Coach during the Challenge Period – regardless of the number of Challenge Packs, Diamond Packs and/or Home Direct orders (or combination thereof) purchased by that Personally Sponsored Coach. For example, if your Personally Sponsored Coach first purchases a Home Direct order totaling ninety (90) PV within thirty-one (31) days of his/her enrollment as a Coach, and later purchases a Challenge Pack and/or Diamond Pack also within thirty-one (31) days of his/her enrollment as a Coach, you will only receive two (2) Success Club Points from that Personally Sponsored Coach.

² The Team Beachbody Coach Policies and Procedures may be accessed through TeamBeachbody.com.

(ii) For Customers. You may not earn more than two (2) Success Club Points from any one (1) Customer during any single Qualification Period – regardless of the number of Challenge Packs and/or Home Direct orders (or combination thereof) purchased by that Customer in that Qualification Period.

(iii) General. Success Club Points earned during any Qualification Period will not carry over into or from any other Qualification Period. Team Beachbody Club Membership fees and Coach Business Services Fees <u>do not</u> count towards Success Club Home Direct Requirements or Success Club Points (*i.e.*, neither count towards any PV points). Any Home Direct order(s) produced from the Shakeology Customer Lead Program do not count toward Success Club Points. Any new Coach produced from the Coach Connection Program, or any new Coach who transfers into or purchases an existing Beachbody Coach Business account, do not count toward Success Club Points. Team Beachbody may in its discretion offer incentives or promotions during the Challenge Period that may increase the number of Success Club Points you can earn.

How to Earn Success Club 5 and Success Club 10 Qualifications

5. How to achieve Success Club 5 or Success Club 10 Qualifications:

(a) Success Club 5 Qualifications: To qualify for Success Club 5 during any Qualification Period, you must during that Qualification Period:

- Be enrolled with a Home Direct order(s) totaling a minimum of 90 PV; and

- Earn five (5) Success Club Points.

(b) Success Club 10 Qualifications: To qualify for Success Club 10 during any Qualification Period, you must during that Qualification Period:

- Be enrolled with a Home Direct order(s) totaling a minimum of 90 PV; and
- Earn ten (10) Success Club Points.

How To Earn Qualifications Towards the Cruise

6. Cruise Qualifications and Rewards: Subject to the terms, conditions and limitations herein, and verification by Team Beachbody, Team Beachbody is offering you the opportunity to qualify to earn the rewards and credits below that you may, if earned, then apply towards the cost of attending the Cruise. Team Beachbody may in its discretion offer incentives or promotions during the Challenge Period that may increase the number of Success Club Points you earn.

Special Notice Regarding Stateroom Inventory: The number of staterooms onboard the Ship is limited and subject to availability on a first-come, first-serve basis. If no staterooms are available at the time you qualify for any rewards or credits, then you will not receive those rewards or credits. Register early to ensure your attendance before stateroom inventory runs out.

(a) Earn one (1) Tier 3 Interior Stateroom: You can automatically earn one (1) Tier 3 interior stateroom for you and one (1) guest by satisfying one (1) of the following:

<u>EITHER</u>

(i) Earn Success Club 5 or Success Club 10 Qualifications (or any combination of both) for any nine (9) Qualification Periods during the Challenge Period; and

Enroll nine (9) new Personally Sponsored Coaches during the Challenge Period who each have a Home-Direct order totaling a minimum of ninety (90) PV within thirty-one (31) days of their enrollment as a Coach.

(ii) Earn Fast Track Qualification (defined in footnote ³ below); and

Enroll nine (9) new Personally Sponsored Coaches during the Challenge Period who each have a Home-Direct order totaling a minimum of ninety (90) PV within thirty-one (31) days of their enrollment as a Coach.

- Note: You will receive one (1) Tier 3 stateroom by qualifying under this section, which does not include the \$220 nonrefundable deposit. In order to redeem your Tier 3 stateroom, you must register for the Cruise and pay the \$220 non-refundable deposit. As mentioned above, Tier 3 staterooms are subject to availability; if there are no remaining Tier 3 staterooms at the time you qualify, you will not receive a Tier 3 stateroom. You are responsible for the difference in cost if you choose to upgrade your stateroom. An earned Tier 3 stateroom has no cash or other monetary value. Unless expressly stated otherwise by Team Beachbody in a subsequent writing, an earned Tier 3 stateroom may not be used towards any other promotion, reward, incentive, contest or other offer. An earned Tier 3 stateroom may not be transferred, gifted or sold to any other person. Approximate retail value: \$1,992.

See Section 7 below for how you can, if earned, redeem your Tier 3 interior stateroom.

(b) Earn "Cruise Dollars": You can earn Cruise Dollars that may be used as a credit against the cost of the stateroom for which you initially registered. Each Success Club Point that you earn during the Challenge Period is equal to ten (10) "Cruise Dollars" – the maximum you can earn is 950 Cruise Dollars. For example, if you earn 50 Success Club Points (500 Cruise Dollars), you will receive a \$500 credit on the price of your stateroom. Success Club Points will be calculated quarterly to determine the number of Cruise Dollars earned.

Limitations: Cruise Dollars may only be used as a credit against the cost of the stateroom for which you initially registered. Cruise Dollars are not valid towards any additional staterooms (any second, third or additional staterooms). You may not use Cruise Dollars towards the \$220 nonrefundable deposit amount, the cost for additional passengers/quests, upgrading your stateroom or any charges or other expenses that you incur onboard the Ship or in connection with the Cruise. Cruise Dollars have no cash or other monetary value. Unless expressly stated otherwise by Team Beachbody in a subsequent writing, Cruise Dollars may not be used towards any other promotion, reward, incentive, contest or other offer. Cruise Dollars may only be used by the Qualified Coach who earned the Cruise Dollars and only on the stateroom for which such Qualified Coach has registered. For the avoidance of doubt, spouses or significant others who may each separately qualify for Cruise Dollars under separate Coach Business Centers may not aggregate their Cruise Dollars towards credits on one (1) room (example: Coach A must use his/her Cruise Dollars towards credits on his/her stateroom, and Coach B must use his/her Cruise Dollars towards credits on his/her stateroom; Coach A and Coach B may not combine their Cruise Dollars). Cruise Dollars may not be transferred, gifted or sold to any other person. Cruise Dollars for which you received a credit may not be used again.

See Section 7 below for full details and for how, if earned, your Cruise Dollars will be applied.

(c) Earn "Onboard Credits": You can earn "Onboard Credits" that may be used to pay for stateroom upgrades and/or applied towards charges or other expenses you incur onboard the Ship <u>and</u> charge to your stateroom. Here's how:

- (i) **\$500 Onboard Credit:** You can earn a \$500 Onboard Credit by:
- Earning Success Club 5 Qualifications in all twelve (12) Qualification Periods during the Challenge Period; and

³ In order to meet the Fast Track Qualification, you must enroll as a new Team Beachbody Coach in 2013 and reach Diamond rank (as defined in the Team Beachbody Compensation Plan) within your first ninety (90) days of enrollment ("Fast Track Qualification").

- Enrolling twelve (12) new Personally Sponsored Coaches during the Challenge Period who each have a Home-Direct order totaling a minimum of ninety (90) PV within thirty-one (31) days of their enrollment as a Coach.
 - (ii) **\$1,000 Onboard Credit:** You can earn a \$1,000 Onboard Credit by:
- Earning Success Club 10 Qualifications in all twelve (12) Qualification Periods during the Challenge Period; and
- Enrolling twelve (12) new Personally Sponsored Coaches during the Challenge Period who each have a Home-Direct order totaling a minimum of ninety (90) PV within thirty-one (31) days of their enrollment as a Coach.

Limitations: Onboard Credits may only be used towards the cost of upgrading (iii) your stateroom, subject to availability (for example, paying the difference in price if you upgrade from a Tier 3 to Tier 1 stateroom, or if you upgrade from a Tier 1 to a Family Cabin stateroom), and/or towards any expenses incurred onboard the Ship which are applied to your stateroom bill. Onboard Credits may not be used towards expenses which are not applied to your stateroom bill (for example, cash or credit card purchases), towards the \$220 nonrefundable deposit or the cost of your stateroom, or towards the cost of additional passengers/guests. Onboard Credits have no cash or other monetary value. Unless expressly stated otherwise by Team Beachbody in a subsequent writing. Onboard Credits may not be used towards any other promotion, reward, incentive, contest or other offer. Unused Onboard Credits may not later be used towards any other expenses. Onboard Credits may only be used by the Qualified Coach who earned the Onboard Credits and applied towards upgrades or against expenses on the stateroom on which such Qualified Coach is registered. For the avoidance of doubt, spouses or significant others who may each separately qualify for Onboard Credits under separate Coach Business Centers may not aggregate their Onboard Credits towards upgrades or expenses on one (1) room (example: Coach A must use his/her Onboard Credits towards upgrades/expenses on his/her stateroom, and Coach B must use his/her Onboard Credits towards upgrades/expenses on his/her stateroom; Coach A and Coach B may not combine their Onboard Credits). Onboard Credits may not be transferred, gifted or sold to any other person.

See Section 7 below for how, if earned, your Onboard Credits will be applied to your final stateroom bill at the time you disembark the Cruise.

(d) Elite Coach Reward: Elite Coaches who are deemed a "2013 Elite Coach" (as defined in the Team Beachbody Compensation Plan) and who are registered for the Cruise and have paid for their stateroom, or who qualify to earn a Tier 3 stateroom in Section 6(a) above, will be automatically upgraded to a junior suite stateroom at no additional cost.

<u>Limitations</u>: The upgrade to a junior suite stateroom does not include the \$220 nonrefundable deposit which you are required to pay in order to receive the upgrade. Also, in order to redeem your upgrade to a junior stateroom, you must register or have already registered for the Cruise and paid the \$220 non-refundable deposit. As mentioned above, junior suite staterooms are subject to availability; if there are no remaining junior suite staterooms at the time you are deemed a 2013 Elite Coach, you will not receive the upgrade to a junior suite stateroom. An earned upgrade to a junior suite stateroom has no cash or other monetary value. Unless expressly stated otherwise by Team Beachbody in a subsequent writing, an earned upgrade to a junior stateroom may not be used towards any other promotion, reward, incentive, contest or other offer. An earned upgrade to a junior stateroom may not be transferred, gifted or sold to any other person.

<u>Preconditions/Requirements to Receive Rewards</u>: Before you receive any rewards listed herein, you must register, pay for and attend the Cruise, and comply at all times with any terms and conditions of Team Beachbody and relating to the Cruise. For example, in order to receive and use any Onboard Credits, you must properly register, pay for and attend the Cruise, and comply at all times with any terms and conditions of Team Beachbody and relating to the Cruise.

Success Club - S.S. Beachbody 2014 Challenge Royal Caribbean "Liberty of the Seas"

7. General Cruise Information:

How Can I Register? Registering for the Cruise is a two-step process. First, register with Team Beachbody as soon as possible by visiting www.SSBeachbody2014.com, and there, providing all the required information (including your desired stateroom), and following the instructions to register and pay for the Cruise. For anv questions or if you have difficulty. please e-mail SSBeachbody2014@Beachbody.com

Second, you must register with Royal Caribbean, but only after Team Beachbody has notified you when to do so. In or around January or February 2014, Team Beachbody will notify you by e-mail when it is time to register with Royal Caribbean and provide instructions on how to do so. Registering with Royal Caribbean is required to board the Ship – if you register with Team Beachbody, but fail to register with Royal Caribbean for any reason, you will not be allowed entry onboard the Ship.

Can I Reserve Connecting Staterooms? Yes, however connecting staterooms are limited and subject to availability on a first-come, first-serve basis. Follow the registration instructions above. Connecting staterooms must be paid for in full – the payment plan is not available when purchasing connecting staterooms. Connecting staterooms are only guaranteed for the type of stateroom you choose at the time you register. If you register and wish to later upgrade your connecting staterooms to a higher tier, you may not be able to obtain connecting staterooms due to limited inventory. All policies and rules and regulations will apply (including the cancellation policy) to both staterooms.

Can I Purchase Additional Staterooms? Yes, however staterooms are limited and subject to availability on a first-come, first-serve basis. Follow the registration instructions above. Additional staterooms must be paid for in full – the payment plan is not available when purchasing additional staterooms. Additional staterooms are only guaranteed for the type of stateroom you choose at the time you register. If you register and wish to later upgrade your additional staterooms to a higher tier, you may not be able to obtain higher tier staterooms due to limited inventory. All policies and rules and regulations will apply (including the cancellation policy) to all staterooms for which you register.

Can I Upgrade my Stateroom? Yes, however all staterooms are limited and subject to availability on a first-come, first-serve basis. You may check to see if higher tier staterooms are available by sending an e-mail to <u>SSBeachbody2014@Beachbody.com</u>. If available, a Beachbody Events team member will contact you and assist with your upgrade. You will be required to pay the difference in cost between your registered stateroom and your upgraded stateroom at the time you are upgraded.

Cost and Payment Information

How Much is the Cruise? The total price for each stateroom below is inclusive of a \$220 nonrefundable deposit. You must pay for the nonrefundable deposit in full at the time you register. You may pay for the remaining cost of any stateroom in one (1) full payment or you may utilize the payment plan described below. The total cost identified below is inclusive of port fees and charges, and taxes in order to board the Ship.

<u>Tier</u>	<u>Stateroom</u>	Price	Total Cost
3	Interior Stateroom	\$950 + \$220 nonrefundable deposit	\$1,170
2	Ocean View Stateroom	\$1,250 + \$220 nonrefundable deposit	\$1,470
1	Balcony Stateroom	\$1,500 + \$220 nonrefundable deposit	\$1,720
FC - I	Family Interior Cabin	\$1,250 + \$220 nonrefundable deposit	\$1,470
FC – 0	Family Ocean View Cabin	\$1,550 + \$220 nonrefundable deposit	\$1,770

FC – B	Family Balcony Cabin	\$1,850 + \$200 nonrefundable deposit	\$2,070

Is the Deposit Refundable? <u>No.</u> You will be charged the \$220 nonrefundable deposit at the time you register which will not be refunded under any circumstances. You may receive a refund of other amounts you pay towards the Cruise depending on the date Team Beachbody processes your cancellation request. Please see the cancellation policy below for details.

Quarterly Payment Plan Option

How Does the Quarterly Payment Plan Work? How are Cruise Dollars Applied? You may use the quarterly payment plan to pay for a Tier 1, Tier 2 or Tier 3 stateroom, or a Family Interior Cabin, Family Ocean View Cabin or a Family Balcony Cabin. Payments will be made in up to four (4) quarterly installments depending on the date you register. You will be charged the \$220 nonrefundable deposit on the date your register. Thereafter, depending on the date you register, payments will be charged on <u>April 15, 2013, July 15, 2013, October 15, 2013 and January 15, 2014</u> per the payment schedules below less any Cruise Dollars you may have earned. If you earn more Cruise Dollars than the amount of your payment, then any unused Cruise Dollars will be applied towards your next payment on the next quarterly payment date. See below for examples.

Payment Schedules

If you register **between January 1, 2013 and April 14, 2013**, your payment schedule will be as follows, less any applicable Cruise Dollars you may have earned:

	On The Date You Register	April 15, 2013	July 15, 2013	October 15, 2013	January 15, 2014
Tier 3	\$220 nonrefundable deposit	\$237.50	\$237.50	\$237.50	\$237.50
Tier 2	\$220 nonrefundable deposit	\$312.50	\$312.50	\$312.50	\$312.50
Tier 1	\$220 nonrefundable deposit	\$375	\$375	\$375	\$375
FC - I	\$300 + \$220 nonrefundable deposit	\$237.50	\$237.50	\$237.50	\$237.50
FC – 0	\$300 + \$220 nonrefundable deposit	\$312.50	\$312.50	\$312.50	\$312.50
FC – B	\$350 + \$220 nonrefundable deposit	\$375	\$375	\$375	\$375

<u>Example</u>: If you owe \$237.50 on April 15, 2013 for a Tier 3 interior stateroom, and earned 10 Success Club Points (100 Cruise Dollars) from January through March 2013, then you will be charged \$137.50. See below.

Example	On The Date You Registered	April 15, 2013	July 15, 2013	October 15, 2013	January 15, 2014
Tier 3	\$220 nonrefundable deposit	\$237.50 – 100 Cruise Dollars = \$137.50	\$237.50	\$237.50	\$237.50

If you register **between April 15, 2013 and July 14, 2013**, your payment schedule will be as follows, less any applicable Cruise Dollars you may have earned:

	On The Date You Register	July 15, 2013	October 15, 2013	January 15, 2014
Tier 3	\$220 nonrefundable deposit	\$237.50 + \$237.50 = \$475	\$237.50	\$237.50
Tier 2	\$220 nonrefundable deposit	\$312.50 + \$312.50 = \$625	\$312.50	\$312.50
Tier 1	\$220 nonrefundable deposit	\$375 + \$375 = \$750	\$375	\$375
FC - I	\$300 + \$220 nonrefundable deposit	\$237.50 + \$237.50 = \$475	\$237.50	\$237.50
FC – 0	\$300 + \$220 nonrefundable deposit	\$312.50 + \$312.50 = \$625	\$312.50	\$312.50
FC – B	\$350 + \$220 nonrefundable deposit	\$375 + \$375 = \$750	\$375	\$375

<u>Example</u>: If you owe \$375 on October 15, 2013 for a Tier 1 balcony stateroom, and earned 40 Success Club Points (400 Cruise Dollars) from July through August 2013, then you will not be charged. The 25 leftover Cruise Dollars will be applied on the next payment date. See below.

Example	On The Date You Registered	July 15, 2013	October 15, 2013	January 15, 2014
Tier 1	\$220 nonrefundable deposit	\$375 + \$375 = \$750	\$375 – 400 Cruise Dollars = \$0	\$375 – 25 Cruise Dollars = \$350

If you register **between July 15, 2013 and October 14, 2013**, your payment schedule will be as follows, less any applicable Cruise Dollars you may have earned:

	On The Date You Register	October 15, 2013	January 15, 2014
Tier 3	\$220 nonrefundable deposit	\$237.50 + \$475 = \$712.50	\$237.50
Tier 2	\$220 nonrefundable deposit	\$312.50 + \$625 = \$937.50	\$312.50
Tier 1	\$220 nonrefundable deposit	\$375 + \$750 = \$1,125	\$375
FC - I	\$300 + \$220 nonrefundable deposit	\$237.50 + \$475 = \$712.50	\$237.50
FC – 0	\$300 + \$220 nonrefundable deposit	\$312.50 + \$625 = \$937.50	\$312.50
FC – B	\$350 + \$220 nonrefundable deposit	\$375 + \$750 = \$1,125	\$375

If you register **between October 15, 2013 and January 15, 2014**, your payment schedule will be as follows, less any applicable Cruise Dollars you may have earned:

	On The Date You Register	January 15, 2014
Tier 3	\$220 nonrefundable deposit	\$237.50 + \$712.50 = \$950
Tier 2	\$220 nonrefundable deposit	\$312.50 + \$937.50 = \$1,250
Tier 1	\$220 nonrefundable deposit	\$375 + \$1,125 = \$1,500
FC - I	\$300 + \$220 nonrefundable deposit	\$237.50 + \$712.50 = \$950
FC – 0	\$300 + \$220 nonrefundable deposit	\$312.50 + \$937.50 = \$1,250
FC – B	\$350 + \$220 nonrefundable deposit	\$375 + \$1,125 = \$1,500

<u>Example</u>: If you owe \$1,250 on January 15, 2014 for a Tier 2 ocean view stateroom, and earned 25 Success Club Points (250 Cruise Dollars) from October through December 2013, then you will be charged \$1,000.

Example	On The Date You Registered	January 15, 2014
Tier 2	\$220 nonrefundable deposit	\$1,250 – 250 Cruise Dollars = \$1,000

What if I Miss a Payment? If you miss a payment, Team Beachbody will contact you via the contact information you provided during registration and ask that you submit your missed payment within fourteen (14) days of Team Beachbody's notice. If payment is not made within fourteen (14) days, Team Beachbody reserves the right to remove and cancel your Cruise registration pursuant to the cancellation policy below in its sole discretion. The cancellation date used to determine any refund amounts (if any) will be the date you are removed from the Cruise registration by Team Beachbody.

Payment in Full Option

Can I Pay in Full? Yes, if you pay in full, you will be charged the total price for your stateroom at the time you register regardless of whether you have qualified for a Tier 3 interior stateroom or earned Cruise Dollars.

If I Paid for the Cruise in Full, How are Cruise Dollars Applied? On <u>April 15, 2013, July 15, 2013, October 15, 2013 and January 15, 2014</u>, Team Beachbody will calculate the number of Cruise Dollars you earned in the three (3) preceding calendars months (example: on July 15, 2013, Team Beachbody will calculate the number of Cruise Dollars you earned in April, May and June 2013). Once calculated, Team Beachbody will issue a refund in the amount of the earned Cruise Dollars (the maximum refund amount is \$950 – 950 Cruise Dollars). The refund amount will be credited to the payment card you used to register for the Cruise within ten (10) business days. For example, if you paid \$1,170 for a Tier 3 interior stateroom on June 10, 2013, and earned 50 Success Club Points (500 Cruise Dollars) at the time of Team Beachbody's calculation

on July 15, 2013, then you will receive a \$500 refund. Cruise Dollars may not be used towards the \$220 nonrefundable deposit amount.

If I Paid for the Cruise in Full, How Will I Receive a Refund if I Earned a Tier 3 Stateroom? On <u>April 15, 2013, July 15, 2013, October 15, 2013 and January 15, 2014</u>, Team Beachbody will determine whether you qualified for a Tier 3 stateroom. If you have qualified, Team Beachbody will issue a refund in the amount you have paid towards your Tier 3 stateroom. The refund amount will be credited to the payment card you used to register for the Cruise within ten (10) business days.

Cancellation Policy

What is the Cancellation and Refund Policy? The \$220 nonrefundable deposit amount will not be refunded under any circumstances. If you cancel, you will be removed from the Cruise registration (including your guest registrations) and lose all staterooms for which you registered. You may receive a refund of amounts you paid toward the Cruise depending on the date Team Beachbody receives and processes your cancellation request. This cancellation policy applies to <u>all</u> registered staterooms (including any suites, family cabins or connecting, upgraded or additional staterooms), additional guests you may have registered and to any cancelled registrations due to missed payments in the payment plan.

Cancellation Date (as processed by Team Beachbody)	Refund Amount
Between January 5, 2013 and July 31, 2013	All payment amounts refunded, except the nonrefundable deposit
Between August 1, 2013 and September 30, 2013	75% of all payment amounts refunded, not including the \$220 nonrefundable deposit
Between October 1, 2013 and October 31, 2013	50% of all payment amounts refunded, not including the \$220 nonrefundable deposit
Between November 1, 2013 and December 31, 2013	25% of all payment amounts refunded, not including the \$220 nonrefundable deposit
January 1, 2014 or any date thereafter	0% refund

Guest Policy

What About Guests? Staterooms are double occupancy. You must register your guest with Team Beachbody at the time of your initial registration by following the registration instructions above. If you do not have your guest information at the time of your initial registration, you must update your registration details as soon as it becomes available by clicking on the "Register Now" button on www.SSBeachbody2014.com and logging into your account to provide all the required information. Guests must be registered by February 28, 2014 at 11:59 PM ET in order to attend the Cruise. Guests must comply at all times with these Official Rules, and any other rules, terms and conditions as required by Team Beachbody and Royal Caribbean.

Can I Bring a 3rd or 4th Guest? Yes. Although most staterooms are double occupancy, there are a very limited number of staterooms with space for a 3rd or 4th guest (or "berths") that are available on a first-come, first-serve basis. You may check to see if staterooms with additional occupancy are available by clicking on the "Register Now" button on <u>www.SSBeachbody2014.com</u> and logging into your account. If available, you may upgrade your stateroom by modifying the registration and stateroom details on your account, and paying the difference in price for the larger stateroom and the price for additional guests in full at the time you modify your registration details.

Age (at the time of sail)	Cost

5 years or younger	\$175 per person
6 years old or older	\$425

The cancellation and refund policy described above applies to the cost of bringing additional guests. If all staterooms with space for 3^{rd} and 4^{th} guests are reserved, or if you wish to bring more than four (4) guests, you must purchase an additional stateroom.

Other Important Information

What about Travel Documentation? You must bring all required travel documentation in order to board the Ship which includes, among other documentation, a valid, government issued passport that is valid for at least six (6) months beyond the end of the Cruise. If your passport expires <u>before September 24</u>, <u>2014</u>, Royal Caribbean strongly recommends that you obtain a new government issued passport before you board the Ship. You may be denied entry to the Ship for failure to bring all required documentation. If you are not a United States citizen, you may be required to bring additional documentation such as a Permanent Resident Card or visa. Please see Royal Caribbean's requirements here: http://www.royalcaribbean.com/beforeyouboard/travelDocumentation.do?cs=NAVBAR&pnav=4&snav=5.

When is the Last Date I Can Change any Part of my Reservation? The last date you can modify any part of your reservation onboard the Ship is February 28, 2014 at 11:59 p.m. ET. After that, no changes of any kind will be accepted.

How Will Onboard Credits Be Applied Against my Stateroom Bill? When you disembark the Cruise, you will receive an itemized invoice from Royal Caribbean showing the total charges incurred on your stateroom and a corresponding credit in the amount of your Onboard Credits. The remaining balance, if any, is your responsibility and must be paid at the time of checkout.

8. Qualification Calculations and Timeframe: Preliminary Success Club Points and Success Club 5 and Success Club 10 Qualifications will be calculated on a daily basis throughout the Challenge Period and displayed in the Coach Online Office on <u>www.TeamBeachbody.com</u>. Cruise Dollars will be preliminarily calculated at the end of each Qualification Period and communicated by e-mail. Team Beachbody may in its discretion announce preliminary qualifiers of various Challenge qualifications each month throughout the Challenge Period by e-mail and online. Preliminary winners of all Challenges herein will be announced approximately fourteen (14) days after the close of the Challenge Period. However, final evaluation of Success Club Points, Success Club 5 and Success Club 10 Qualifications, and winners and qualifiers of Challenge qualifications (including earned Tier 3 staterooms, Cruise Dollars and Onboard Credits) will not be determined until on or around February 28, 2014 to ensure that each potential winner's qualifications do not change, including due to any deduction of Success Club Points, whether due to returned product through February 28, 2014 or otherwise.

In Team Beachbody's discretion, each potential reward recipient will be required to sign and return to Team Beachbody, within seven (7) days of notice or attempted notice, an affidavit of eligibility and liability/publicity release, in order to claim his/her reward. If a potential reward recipient fails to sign and return the affidavit of eligibility, and liability/publicity release within the required time period, the reward will be forfeited or awarded to an alternate, in Team Beachbody's sole discretion.

<u>Note</u>: When calculating qualifications for Qualified Coaches with more than one (1) Beachbody Coach Business Center, all activity that occurs from various business centers will be aggregated and reflected in the Coach's primary business center for purposes of determining Challenge Qualifications set forth herein. Only primary Beachbody Coach Business Centers are eligible to receive the rewards set forth herein; Beachbody Coach Business Centers outside of the primary are not be eligible to receive any rewards.

9. Additional Cruise Reward Conditions: Challenge rewards will be awarded to potential winning Qualified Coaches following verification by Team Beachbody in its sole discretion of all requirements and qualifications in these Official Rules (including Success Club Points and Success Club 5 and Success

Club 10 Qualifications), and provided that such potential winning Qualified Coaches meet the definition of "Qualified Coach" and all other terms and conditions herein. Once verified by Team Beachbody, Qualified Coaches who earn rewards listed herein may apply or redeem (as applicable) such rewards as instructed by Team Beachbody. As stated above, in order to receive any rewards listed herein, you must properly register, pay for and attend the Cruise, and comply at all times with all terms and conditions of Team Beachbody and relating to Cruise. Expenses, costs or fees that are not otherwise expressly stated above, including any and all applicable planning and/or other expenses, taxes, fees, activities, excursions, insurance premiums or other costs arising from or related to the reward(s), the Cruise or any alternative or extended travel plans are not included and are the sole responsibility of the reward recipient. Each reward recipient will be solely responsible for booking and financing his/her and his/her guest(s) travel arrangements including air, ground, and any other transportation to and from the port of embarkation of the Cruise. Rewards are not transferable. No reward substitutions are allowed except at the sole discretion of Team Beachbody, who reserves the right to substitute a reward of equal or similar value. Any and all local, state, or federal taxes are the sole responsibility of reward recipient. Unless expressly stated otherwise by Team Beachbody in writing, rewards may not be combined with any other challenge, promotion reward, incentive, contest or other offer.

10. Royal Caribbean Policies: In addition to these Official Rules and any other terms and conditions of Team Beachbody relating to the Cruise or Ship, Cruise attendees agree on behalf of him/herself and his or her guest(s) that their attendance at the Cruise is subject to terms, conditions and policies of Royal Caribbean which such persons are required to read, understand and fully accept prior to boarding the Ship. Such policies include without limitation safety and security and general onboard policies and requirements (such as travel documentation, guest conduct, alcohol, age requirement, expectant mother, smoking and any other policies). Cruise attendees and their guests are required to abide by all such policies and requirements at all times during the Cruise (including during any off-vessel tour, excursion or adventure). Failure to comply with any term, condition or policy of Royal Caribbean, Team Beachbody or any applicable governmental authority may result in refusal to enter and board the Ship, or if already onboard, immediate removal from the Ship or other disciplinary action. Please review www.royalcaribbean.com and

http://www.royalcaribbean.com/customersupport/faq.do?cS=NAVBAR&pnav=5&snav=2 prior to registering for the Cruise.

11. Who Can Enter: The Challenge is open to Qualified Coaches who are legal residents of the United States (including its territories) and Canada, who are at least 18 years old, and have a valid passport active at the time of travel. Employees of Team Beachbody, 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.

12. Publicity: Except where prohibited, participation in the Challenge constitutes each Qualified Coach's consent to Team Beachbody's and its agents' use of any information, video, or testimonial of or provided by you before, during and/or after your receipt of any reward, including without limitation such Qualified Coach's name, image, likeness, photograph, voice, opinions, and/or hometown, state and any biographical information for promotional purposes in any media, worldwide, without further payment, consideration or attribution to you. As an express condition to your acceptance of the rewards, at Team Beachbody's sole discretion, you may be required to provide an on-camera interview to take place before, during or after the Cruise. If you are unwilling or unable to provide this interview, you will not be eligible to receive your reward, in Team Beachbody's sole discretion.

13. Release: I UNDERSTAND, ACKNOWLEDGE AND AGREE THAT THE CRUISE AND MY PARTICIPATION IN THE CRUISE AND ANY ACTIVITIES ONBOARD OR OFFBOARD THE SHIP (INCLUDING WITHOUT LIMITATION PARTICIPATION IN ANY EXCURSIONS, SPORTS, DANCING, WATER ACTIVITIES, ROCK CLIMBING, AND CONSUMPTION OF MEALS AND ALCOHOL) (COLLECTIVELY, "ACTIVITIES") MAY HAVE POTENTIALLY SIGNIFICANT AND INHERENT RISKS AND DANGERS THAT NO AMOUNT OF CARE, CAUTION, INSTRUCTION, OR EXPERTISE CAN ELIMINATE. I HEREBY ACKNOWLEDGE AND WILLINGLY, EXPRESSLY AND VOLUNTARILY ASSUME ALL THESE RISKS WHICH MAY RANGE FROM MINOR INJURIES (SUCH AS NAUSEA, CUTS AND BRUISES) TO SEVERE PERSONAL AND/OR BODILY INJURY (SUCH AS SPRAINS, BROKEN BONES, CRIMES, ALCOHOL POISONING AND HEART ATTACK), DEATH OR DAMAGE TO OR LOSS OF PROPERTY OR PRIVACY, AND ANY RESULTING DAMAGES OR EXPENSES. I AGREE THAT I WILL NOT PARTICIPATE OR BE INVOLVED IN THE ACTIVITIES UNLESS I AM IN THE PROPER PHYSICAL CONDITION (INCLUDING BY OBTAINING PROPER ADVICE FROM MY MEDICAL PROVIDER IF APPLICABLE) AND WILL IMMEDIATELY STOP ANY ACTIVITY IF I FEEL PAIN, DIZZINESS OR OTHER DISCOMFORT. BY PARTICIPATING IN THE CHALLENGE OR CRUISE IN ANY WAY, TAKING PART IN ANY ACTIVITIES, OR ACCEPTING ANY REWARD THAT MAY BE AWARDED, YOU AGREE TO RELEASE AND HOLD HARMLESS BEACHBODY, LLC, TEAM BEACHBODY AND THEIR RESPECTIVE PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, SUPPLIERS, DISTRIBUTORS, ADVERTISING/PROMOTION AGENCIES, AND REWARD SUPPLIERS, AND EACH OF THEIR RESPECTIVE 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 CRUISE, ACTIVITIES, RECEIPT OR USE OR MISUSE OF ANY REWARD THAT MAY BE AWARDED, OR ANY PUBLICITY ARISING OUT OF THE CHALLENGE OR CRUISE.

14. General Conditions: Subject to all applicable federal, state, and local laws and regulations. Void where prohibited by law. By participating in the Challenge, attending the Cruise and/or accepting any reward that may be awarded, you confirm your full and unconditional agreement to these Official Rules and Team Beachbody's decisions, which are final and binding in all matters related to the Challenge. Achieving or accepting any reward that may be awarded in the Challenge is contingent upon fulfilling all requirements herein, 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. Cruise attendees are responsible for the actions of their respective guests Onboard the Ship, including such guests' compliance with any and all terms, conditions and rules of Team Beachbody and Royal Caribbean. Cruise guests will be required to sign and return a publicity/liability release and waiver. Team Beachbody reserves the right to cancel, suspend, and/or modify the Challenge, the Cruise, or any part of thereof, due to force majeure (including an act of terror or war), and if any fraud, technical failure, or any other factor beyond Team Beachbody'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 Team Beachbody in its sole discretion. Team Beachbody reserves the right in its sole discretion to disgualify 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, the Team Beachbody Coach Policies and Procedures, or any other Team Beachbody promotion or in an unsportsmanlike or disruptive manner. Team Beachbody's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other provision herein.

Limitation of Liability: The Released Parties are not responsible for: (1) any incorrect or 15. inaccurate information, whether caused by you or any other person, 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 or calculation of Success Club Points, reward notification, and/or winner confirmation; (4) any lost, late, delayed, corrupted, undelivered, or undeliverable Challenge communications or reward notifications; (5) any cancellation, suspension or modification of the Challenge or the Cruise; or (6) 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 Challenge, the Cruise, 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, the Qualified Coach'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.

16. 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 Team Beachbody 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. You and Team Beachbody each agree that any action relating to these Official Rules or the rights and obligations of you and Team Beachbody in connection with the Challenge shall exclusively be brought in Los Angeles County, California, and each party irrevocably consent to the jurisdiction of the State and Federal courts located in Los Angeles, California. You and Team Beachbody each expressly waive any objection that it may have based on improper venue or forum non conveniens to the conduct of any such suit or action in any such court. Except where prohibited, all Challenge participants 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, or consequential damages, and/or multipliers of damages, and any other damages, other than for actual out-ofpocket 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.

17. Privacy Policy: All participants are subject to Team Beachbody's Privacy Policy accessed through the bottom of <u>http://www.teambeachbody.com</u>/ or otherwise posted and updated on Team Beachbody's website.

18. 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 Success Club S.S. Beachbody Challenge 2013" at 3301 Exposition Blvd., Third Floor, Santa Monica, California 90404. Winners list requests must be received by June 30, 2014.

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