



## 2014 Team Beachbody Coach Summit Hotel Room Promotion

### Terms & Conditions

#### What is the 2014 Team Beachbody Coach Summit Hotel Room Promotion?

All eligible Team Beachbody Coaches (each, a "Coach") who validly register for the 2014 Team Beachbody Coach Summit ("Summit") before 11:59 PM Eastern Time on November 30, 2013 ("Deadline") will be entered for a chance to win a three (3) night stay at the MGM Grand Hotel in Las Vegas, Nevada during Summit! After the Deadline, we'll collect the names of all Coaches who registered for Summit before the Deadline, randomly choose three (3) winners, and for each winner, pay for the hotel room at the MGM Grand Hotel during Summit (each, a "Winner"), subject to the terms and conditions below.

#### When is Summit?

Summit is taking place in Las Vegas, Nevada from June 19, 2014 through June 22, 2014.

#### Who is Eligible to Participate in the Promotion?

To be eligible to participate in the Promotion, you must be a Team Beachbody Coach who has validly registered for Summit before the Deadline, 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 month of November 2013 and at the time of Summit ("Eligible Coach").

#### If I'm a Winner, When Will I be Notified?

Winners will be notified via e-mail (at the e-mail address on file with Team Beachbody) on or around December 3, 2013. Winners will also be announced on Coach Breaking News on or around December 4, 2013.

#### What are the Details for the Hotel Room?

For each Winner, Team Beachbody will pay for a three (3) night stay in one (1) standard double-occupancy room (with one king size bed) at the MGM Grand Hotel in Las Vegas, Nevada ("Room") on the nights of June 19, 20 and 21, 2014. The Room is not available for upgrade to the Signature. Winners may request a room with two (2) beds by e-mailing [Events@Beachbody.com](mailto:Events@Beachbody.com), however such rooms are subject to availability. Each Winner is solely responsible for all other expenses, costs or fees related to Summit, including without limitation incidental and room costs, meals, extended travel plans, and transportation to and from Summit. Approximate Retail Value: \$450.

#### What if I Win and Find Out Later That I Cannot Attend Summit?

If you are a Winner who cannot attend Summit, your Room will be forfeited. Team Beachbody may in its sole discretion award the Room to another Coach.

#### Can I Gift or Transfer the Room to Someone Else? What if I Can't Attend Summit?

No, the Room may not be gifted or transferred to any other person.

#### What if I Win, but Already Purchased the "Dream Big" Summit Package Which Includes a Hotel Room?

If you are a Winner who already purchased the Dream Big Summit Package ("Package") which includes a hotel room, Team Beachbody will issue you a refund in the amount of \$450.24. The refund will be issued in December 2013 to the credit card you used to purchase the Package. If you cannot attend Summit after being deemed a Winner and receiving the refund from Team Beachbody, you have two options: (i) cancel your Summit tickets before April 30, 2014 and receive a refund from Team Beachbody in the amount of \$75 (\$125 as the value of the tickets less \$50 in processing fees); or (ii) transfer your entire Package (Summit tickets and Room) before May 31, 2014 to another individual who pays Team Beachbody the full price for the Package (\$575), and Team Beachbody will refund you \$125. To cancel or transfer, please e-mail [Events@Beachbody.com](mailto:Events@Beachbody.com) for assistance. For additional details, please also see the 2014 Coach Summit Tickets Terms and Conditions which apply as if fully stated herein.

## Anything else I need to know?

Yes, the following additional terms and conditions apply.

**Limitations:** Limit one (1) Room per Winner as determined by Team Beachbody in its sole and absolute discretion. The Room will be awarded only after Team Beachbody has verified in its sole discretion that the Coach has met all requirements and qualifications in these Terms and Conditions and provided that such Coach meets the definition of "Eligible Coach" herein. The Room is not transferable, has no cash value and may not be used or combined with any other Team Beachbody promotion, incentive, reward, discount or offer. No Room substitutions are allowed except at the sole discretion of Team Beachbody, who reserves the right to substitute another reward of equal or similar value. Expenses, taxes, fees, insurance, or other costs that are not expressly stated above are not included and are the sole responsibility of the Winner. Accepting the Room 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 Terms and Conditions, which shall all be at each Winner's sole obligation.

**Release:** By participating in the Promotion in any manner, you agree that Team Beachbody is not responsible for: (1) any incorrect or inaccurate information, whether caused by participants, printing errors, or by any of the equipment or programming associated with or utilized in the Promotion; (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 processing and/or confirmation of rewards set forth herein, or the administration of the Promotion; (4) any lost, late, delayed, corrupted, undelivered, or undeliverable communications or notifications relating to the Promotion or rewards set forth herein; 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 Promotion or receipt, use or misuse of any reward that may be awarded.

**General Terms:** This 2014 Team Beachbody Coach Summit Hotel Room Promotion is referred to herein as the "Promotion." Beachbody, LLC, Team Beachbody and each of their respective parent, subsidiary, affiliate companies, and each of their respective officers, employees, and agents are collectively referred to herein as "Team Beachbody". By participating in the Promotion in any manner, you acknowledge and agree to these Terms and Conditions, the 2014 Coach Summit Tickets Terms and Conditions, all terms and conditions relating to Summit and the MGM Grand Hotel, and all of Team Beachbody's decisions relating to the Promotion which are final and binding. Team Beachbody reserves the right in its sole discretion to modify or discontinue the Promotion, Summit or these Terms and Conditions at any time. These Terms and Conditions are governed by and construed in accordance with the laws of the State of California, without giving effect to any choice of law or conflict of law rules. Any action relating to these Terms and Conditions and/or Summit shall exclusively be brought in Los Angeles County, California, and you irrevocably consent to jurisdiction thereto for such purposes. **Except where prohibited, you hereby agree that any claims, disputes, or actions of any kind relating to these Terms and Conditions and/or Summit 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.** You and Team Beachbody hereby agree to waive their respective rights to a jury trial of any claim or cause of action related to or arising out of these Terms and Conditions and/or Summit. 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 these Terms and Conditions and/or Summit. If any part of these Terms and Conditions is declared invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity of the balance of these Terms and Conditions. The failure by Team Beachbody to enforce any provision herein shall not constitute a waiver of that provision or of any other provision herein. These Terms and Conditions constitute the complete and exclusive understanding and statement of agreement between you and Team Beachbody relating to the subject matter hereof, and supersede all prior or contemporaneous agreements or understandings, written or oral, relating to the subject matter herein.