



**TEAM BEACHBODY® SUCCESS CLUB TRIP 2020
PUNTA CANA, DOMINICAN REPUBLIC
OFFICIAL RULES**

**SPONSORED BY: BEACHBODY, LLC IN THE UNITED STATES,
BEACHBODY UK LTD. IN THE UNITED KINGDOM, AND
TEAM BEACHBODY CANADA LP IN CANADA**

All prices and dollar amounts stated herein, such as registration fees, and reward and refund amounts, are in U.S. dollars unless expressly stated otherwise. For those residing in Canada and the United Kingdom, all prices will be charged at the U.S. dollar amount, which will be converted by your bank or card issuer to your local currency at the then-current exchange rate. Note: you may also incur foreign transaction fees. Please check with your bank or card issuer for more information.

1. **Challenge Description:** Team Beachbody invites all Qualified Coaches (as defined below) to earn Success Club Points and achieve Success Club 5 or 10 Qualifications to be eligible to receive Trip Dollars (as each are defined below) towards the Team Beachbody Success Club Trip 2020 in Punta Cana, Dominican Republic (“**Trip**”). These official rules (“**Official Rules**”) govern this Team Beachbody Success Club Trip 2020 Challenge (“**Challenge**”). Sponsored by: Beachbody, LLC in the United States, Beachbody UK Ltd. in the United Kingdom (as the promoter), and Team Beachbody Canada LP in Canada (collectively, “**Team Beachbody**”).

This Team Beachbody Success Club Trip 2020 Challenge is not open to the general public. By participating in the Team Beachbody Success Club Trip 2020 Challenge (including participating in the Trip), you expressly and unconditionally agree to these Official Rules, which are final and binding in all respects.

As explained below, “**Trip Dollars**” are based on Success Club Points. For information on how to earn “**Success Club Points**” and achieve Success Club 5 or 10 Qualifications, please see the Team Beachbody Success Club Points Challenge Official Rules (“**Success Club Rules**”) available through the Coach Online Office.

Registration Information: Registration for the Trip is by invitation only. Team Beachbody will send an official invitation by e-mail to each Qualified Coach as set forth in these Official Rules. Once an official invitation is received, a Qualified Coach may register for the Trip during the registration windows shown in Section 6 below. Additional instructions for how to register will be announced by Team Beachbody in or around January 2019.

Important! You Must Earn a Minimum Number of Success Club Points in 2019 to Keep your Registration: Once registered, Qualified Coaches must earn a minimum number of Success Club Points in 2019 in order to maintain their registration and attend the Trip (failure to do so will result in cancellation) – see Section 5 for more information.

Trip Information: The Trip will take place during a 4 night/5-day all-inclusive stay at the Hard Rock Hotel & Casino resort in Punta Cana, Dominican Republic (“**Hotel**”). The Trip is currently scheduled to take place during two separate periods (each period is referred to in these Official Rules as a “**Wave**,” and collectively as the “**Waves**”) as follows:

- The **Sunrise Wave** will take place on or around March 21, 2020 through March 25, 2020; and
- The **Sunset Wave** will take place on or around March 25, 2020 through March 29, 2020.

As stated above, Qualified Coaches must earn a minimum number of Success Club Points in 2019 in order to attend the Trip – see Section 5 for more information. Qualified Coaches are only eligible to attend one Wave (Qualified Coaches may not attend more than one Wave, and any attempts by a Qualified Coach to register for both Waves may result in complete cancellation of that Qualified Coach’s reservations for both Waves). All information provided in these Official Rules, such as Trip, Hotel and Wave information is subject to change.

Rooming Information: The Hotel features different room types at different costs – Tier 1 and Tier 2 room types - as explained below. Please visit <http://www.successclubtrip.com/2020> for information on each of the specific room types available (please note that certain room types have very limited availability and are on a first come, first served basis). You may register for any room type below and earn Trip Dollars towards the cost of those rooms. Please see Section 6 for full registration information. Again, please note all prices are in USD.

<u>ROOM TYPE</u>	<u>PRICE</u>	<u>TOTAL COST</u>
Tier 1: Caribbean Suite	\$1,200 + \$300 non-refundable deposit	\$1,500
Tier 1: Caribbean Sand Suite	\$1,200 + \$300 non-refundable deposit	\$1,500
Tier 1: Junior Islander Suite	\$1,200 + \$300 non-refundable deposit	\$1,500
Tier 2: One Bedroom Presidential Suite	\$2,700 + \$300 non-refundable deposit	\$3,000
Tier 2: Two Bedroom Family Suite	\$2,700 + \$300 non-refundable deposit	\$3,000

PLEASE NOTE, ALL INFORMATION PROVIDED IN THESE OFFICIAL RULES, SUCH AS TRIP, LOCATIONS AND SCHEDULE INFORMATION IS SUBJECT TO CHANGE.

2. Challenge Period: The Team Beachbody Success Club Trip 2020 Challenge begins on January 1, 2019 at 12:00 AM Eastern Time (“ET”), and ends on December 31, 2019 at 11:59 PM ET (“**Challenge Period**”). The Challenge Period has twelve (12) separate qualification periods – each calendar month of 2019 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**”). Team Beachbody’s computer is the official time-keeping device for the Challenge Period and Qualification Periods.

3. Coach Eligibility: To participate in the Challenge and qualify to receive Trip Dollars and attend the Trip, 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 Trip Dollars are awarded, and at the time of the Trip (collectively, a “**Qualified Coach**”).

Success Club Trip Qualifications, Trip Dollars, and Resort Credit

4. Success Club Trip Qualifications and Trip Dollars: Subject to the terms, conditions and limitations herein, and verification by Team Beachbody, Team Beachbody is offering Qualified Coaches the opportunity to be eligible to earn Trip Dollars by meeting the qualifications listed below (“**Success Club Trip Qualifications**”):

(a) **Earn “Trip Dollars”:** You can earn five (5) “**Trip Dollars**” for each Success Club Point that you earn during each Qualification Period. Trip Dollars may be used as a credit against the cost of the hotel room for which you register. For example, if you earn four (4) Success Club Points in the April 2019 Qualification Period, you will earn twenty (20) Trip Dollars for that Qualification Period which may be used as a \$20 credit on the price of your hotel room (4 Success Club Points x 5 Trip Dollars = 20 Trip Dollars). Success Club Points will be calculated monthly to determine the number of Trip Dollars earned.

(i) **Success Club Bonus Trip Dollar Opportunity:** If you qualify for Success Club 5 or 10 in any Qualification Period, you can earn ten (10) Trip Dollars for each Success Club Point that you

earn during that same Qualification Period instead of the standard 5 Trip Dollars per Success Club Point. For example, if you qualify for Success Club 5 or 10 in April 2019 and you earn seven (7) Success Club Points in April 2019, you will earn seventy (70) Trip Dollars which may be used as a \$70 credit on the price of your hotel room (7 Success Club Points x 10 Trip Dollars = 70 Trip Dollars). Trip Dollars earned in connection with the Success Club Bonus Trip Dollar Opportunity do not “stack” on top of Trip Dollars earned under Section 4(a) above (for further clarification, if you qualify for the Success Club Bonus Trip Dollar Opportunity, then you can earn ten (10) Trip Dollars for each Success Club Point that you earn during that same Qualification Period, not fifteen (15)).

- **Limitations:** The maximum number of Trip Dollars you can earn towards the Trip is 1,200 Trip Dollars (regardless of the number of Success Club Points you earn). You may not use Trip Dollars towards the \$300 non-refundable deposit amount, the cost for additional guests, or any charges or other expenses that you incur at the Hotel or in connection with the Trip. Trip Dollars have no cash or other monetary value (except as expressly stated herein). Unused Trip Dollars become null and void, and may not later be used or redeemed in any manner. Trip Dollars may not be used towards any other promotion, reward, incentive, contest or other offer (unless expressly stated otherwise by Team Beachbody in writing). Trip Dollars may only be used by the Qualified Coach who earned the Trip Dollars and only towards the cost of the hotel room for which the Qualified Coach has registered. For clarity, spouses or significant others who may each separately qualify for Trip Dollars under separate Coach Business Centers may not aggregate their Trip Dollars towards credits on one (1) hotel room (example: Coach A must use his/her Trip Dollars towards credits on his/her hotel room, and Coach B must use his/her Trip Dollars towards credits on his/her hotel room; Coach A and Coach B may not combine their Trip Dollars, even if sharing a hotel room). Trip Dollars cannot be transferred, exchanged, shared, gifted, sold to, or used by any other person. Trip Dollars may only be used one time; once a Trip Dollar has been applied towards the cost of a hotel room, that Trip Dollar cannot not be recouped or used again. Trip Dollars may not be used by any Qualified Coach who does not qualify, register for, and take the Trip.

See Section 8 (Quarterly Payment Plan) below for full details and for how, if earned, your Trip Dollars will be applied.

Important! Preconditions/Requirements to Apply Trip Dollars: Before any Trip Dollars can be applied as set forth in these Official Rules, you must register and pay for the Trip, and comply at all times with any terms and conditions of Team Beachbody and relating to the Trip.

(b) Resort Credit: The Hotel may offer a special amenity of \$750 in resort credit (“**Resort Credit**”) per room (4-night minimum stay only). Credit is based on a per room stay and applicable to individual guest room folios only. Resort Credit can be used towards golf, spa/beauty salon services, romantic dinners, upgraded wine selection, and Rock Shots by In-House photo packages. Resort Credit is non-transferable, non-cumulative, and cannot be held over for future or extended stays. Resort Credit cannot be combined with any other promotion or with any additional discounts. Resort Credit is based on the published rate at the time of service. Resort Credit has no commercial value and is not subject to refund or monetary credit. A 20% mandatory service fee is required for each service using Resort Credit. Service fee is payable directly to the Hotel and can only be paid with cash, room charge or credit card. Service fee cannot be paid with any portion of Resort Credit. This Resort Credit offer is based on arrival and departure dates and is subject to change or cancellation by Hard Rock Hotel at any time. The Resort Credit is offered by Hard Rock Hotel, Punta Cana and is managed directly and exclusively by the Hotel. Beachbody is not the controller or issuer of Resort Credit and cannot make any exceptions on behalf of Hard Rock Punta Cana, and will not be responsible or liable in any way for any issues related to Resort Credit.

You Must Earn a Minimum Number of Success Club Points in 2019 in Order to Attend the Trip

5. **Earn the Minimum Number of Success Club Points:** You must earn a minimum number of Success Club Points by the dates listed below in order to receive an invitation or maintain your registration and attend the Trip:

- (a) Ten (10) Success Club Points between January 1, 2019 and March 31, 2019; and
- (b) Fifteen (15) Success Club Points between January 1, 2019 and June 30, 2019; and
- (c) Twenty (20) Success Club Points between January 1, 2019 and September 30, 2019.

At the end of each of the periods stated above, Team Beachbody will determine whether you have earned the required minimum number of Success Club Points. If you have already registered for the Trip and do not earn the required minimum number of Success Club Points by the end of the periods stated above, Team Beachbody will automatically cancel your Trip registration. You will receive a refund of any amounts you have paid pursuant to the Cancellation Policy below, except for the non-refundable deposit which will not be refunded under any circumstances. If you receive a notice of cancellation and wish to inquire about the possibility of re-registering, you must email SuccessClubTrips@Beachbody.com. There is no wait list for the Trip. Team Beachbody reserves the right in its sole discretion to send invitations to re-register for the Trip (in such an event, invitation recipients will only be able to choose from the Wave and room types that are available at that time). Invitations will not be extended to a future registration time when your preferred Wave and/or room type might become available.

Trip Registration

6. General Trip Information:

How Do I Register? Registration for the Trip is by invitation only. Team Beachbody will send you an email invitation to register for the Trip if you meet the invite qualifications. Once you receive the invitation, you must register within any deadline shown in the invitation or during the registration window applicable to your invite qualification as shown in the table below. If you meet multiple invite qualifications, you will receive an email invite for the earliest registration window for which you qualify. During registration, you must provide all of the required information (including your desired hotel room type and, if applicable, guest information) and follow the instructions to register and pay for the Trip. For any questions or issues you encounter during the registration process, please e-mail SuccessClubTrips@Beachbody.com.

IMPORTANT: If you do not meet the requirements to be eligible for the priority registration windows below, then you must join the Opt-In list for an opportunity to register as space becomes available.

If you fail to register within the deadline shown in your invitation, or miss your registration window, you will forfeit your invitation and not be able to register for or attend the Trip.

QUALIFICATION LEVEL	REGISTRATION WINDOW
PRIORITY REGISTRATION WINDOWS	
THESE QUALIFIERS WILL AUTOMATICALLY RECEIVE AN INVITE AND NOT BE REQUIRED TO JOIN THE OPT-IN LIST	
2019 Elite Coaches	Monday, January 14, 2019 at 9:00 AM Pacific Time (“PT”) through Tuesday, January 22, 2019 at 11:59 PM PT
2019 Premiere Coaches Coaches who have achieved Success Club 5 or 10 in every month from January 2017 to December 2018	Tuesday, January 15, 2019 at 9:00 AM PT through Tuesday, January 22, 2019 at 11:59 PM PT

<p>Paid 5 Star Diamonds in December 2018 who are also Active All-Stars* as of 12/31/18</p> <p>Top 100 2018 Success Starters**</p> <p>New Team Leaders in 2018***</p> <p>Top 50 UK Success Club Earners as of 12/31/18</p> <p>*Coaches who earned Success Club in every month in 2018 and were a Paid Five Star Diamond Coach as of 12/31/18 for at least one Bonus Week that ended in December 2018</p> <p>**The top 100 Coaches who earned the most Success Club Points in 2018 who also qualified for Success Starter in 2018. Ties will be broken by amount of PV earned in 2018.</p> <p>***Coaches who achieved Team Leader on the Leadership Ladder for the first time in 2018. For more information about the Leadership Ladder please see FAQ 9539.</p> <p>†IMPORTANT: Registration will be closed between 1/23/19 at 12:00 AM PT through 1/24/19 at 8:59 AM PT</p>	<p>Friday, January 18, 2019 at 9:00 AM PT through Tuesday, January 22, 2019† at 11:59 PM PT</p>
<p align="center">NON-PRIORITY REGISTRATION WINDOWS</p> <p align="center">THE BELOW RANKS MUST JOIN THE OPT-IN LIST IN ORDER TO RECEIVE AN INVITATION TO REGISTER</p> <p align="center">The Opt-In list goes live on January 14, 2019 at 9:00 AM PT (see below for additional details)</p>	
<p>Top Success Club Point Earners in 2018*</p> <p>Anyone from the above categories who missed their registration window.</p> <p>*Based on the total number of Success Club Points earned in 2018. Ties will be broken by amount of PV earned in 2018.</p>	<p>Thursday, January 24, 2019 at 9:00 AM PT onward (subject to hotel room availability)</p>

REGISTRATION WINDOW NOTE: If you incorrectly register for the Trip (for example, prior to your designated registration window), your registration will be automatically cancelled and you will be required to re-register during the correct registration window (subject to hotel room availability).

Special Notice Regarding Limited Hotel Room Inventory: The number of hotel rooms on the Hard Rock Hotel & Casino resort property is limited and subject to availability on a first-come, first-serve basis. **There is no wait list.** Qualified Coaches on the “Opt-In” list in the table above who opt in will receive an invitation

to register as space becomes available and in the order of number of Success Club Points earned. Please note that as space opens up, you will only be able to choose from the then-available Wave and room type.

Important Note: You must register with your primary Coach ID. Once you register with a particular Coach ID, you may not later change your Coach ID for any reason.

IMPORTANT – Once you register for the Trip, you may not change your Wave, or upgrade/downgrade your room type. NO EXCEPTIONS.

Can I Purchase an Additional Room? No. You may only register for one (1) room at the Hotel. No additional rooms may be purchased.

Can I Upgrade my Room? No. There are only two Room Tiers available and you must pick either a Tier One or Tier Two Room at the time you register.

Can I Transfer or Gift my Hotel Room to Another Person? No. Hotel rooms are non-transferable and cannot be changed. NO EXCEPTIONS.

FOR QUALIFIED COACHES WHO ARE NOT PRIORITY REGISTRATION QUALIFIERS:

Will Qualified Coaches on the Top Success Club Point Earners List Automatically Receive an Invitation to Register? No. In order to receive an invitation to register, a Qualified Coach who is not a priority registration qualifier (as listed in the table above) must first join the Opt-In list. Once an invitation to register has been sent to all priority registration qualifiers, Team Beachbody will begin inviting the Top Success Club Point Earners in 2018 who have joined the Opt-In list. The Qualified Coach with the most Success Club Points in 2018 as determined by Team Beachbody will be invited first and Coaches will continue to be invited in descending order as long as they have opted in and space is available.

How do Qualified Coaches Join the Opt-In List? The Opt-In list can be accessed via the Success Club Trip 2020 website at www.successclubtrip.com/2020.

What Happens if a Qualified Coach Does Not Join the Opt-In List? They will not receive an invitation to register for the Trip.

What Happens if a Qualified Coach on the Opt-In List Does Not Earn the Minimum Number of Success Club Points Outlined in Section 5? They will not be eligible to receive an invitation. In the event Team Beachbody has invited all Qualified Coaches on the Opt-In list that have met all applicable requirements, invites will then be sent to Qualified Coaches on the Opt-In list in order of Success Club Points earned in 2019 if hotel rooms are still available. If a Qualified Coach was previously registered for the Trip and then was cancelled for not meeting this requirement, and then receives a new invitation from Team Beachbody, the Qualified Coach will not need to repay the \$300 non-refundable deposit.

When does a Qualified Coach Need to Join the Opt-In List? A Qualified Coach may join the Opt-In list at any time during the Challenge Period for the opportunity to receive an invitation to register for the Trip. Their rank on the Top Success Club Point earners list will be honored regardless of when they joined the Opt-In list. The Opt-In list will be refreshed on or around the second Friday of every month. Qualified Coaches who join the Opt-In list after the monthly refresh will have to wait until the following month's refresh to receive invitations.

Will There be a Chance for New Coaches Who Enroll in 2019 to Register? Yes. For new Coaches who enroll in their first Coach business center in 2019 (each, a “**New Coach**”), Team Beachbody will identify the top one hundred (100) New Coaches who earn the most Success Club Points between January 1, 2019 and December 31, 2019. Then, upon Team Beachbody's verification of all earned Success Club Points and compliance with all other requirements, Team Beachbody will send an invitation in or around January 2020 to those 100 qualifying New Coaches to register for and attend the Trip. In the unlikely event of a tie, the tie will be broken by the total number of PS Coaches enrolled with 90 PV or more within 31 days of enrollment. If there is still a tie, it will be broken by the total PV earned in 2019. If there is still a tie after the

first two tie breakers have been applied, the tie will be broken by total acquisition PV earned in 2019 (see Elite FAQ 8074 for full definition of acquisition PV).

Invitations to the top 100 New Coach qualifiers will go out in descending order beginning on or around January 7, 2020. Fifty (50) of these Coaches will receive an invitation to register for a standard tier 1 room in the Sunrise Wave, and the other fifty (50) of these Coaches will receive an invitation to register for a standard tier 1 room in the Sunset Wave. Invitees will then have exactly 5 days from the time their invitation is sent to register and pay, in full, for their spot on the Trip, or they will forfeit their invitation and chance to attend the Trip. Qualifying New Coaches who are invited to register are bound by these Official Rules, including the requirement to pay the \$300 non-refundable deposit, along with any and all outstanding Trip costs owed. Trip costs will be \$1,200 plus the \$300 non-refundable deposit, less any Trip Dollars earned in 2019 (New Coaches will earn Trip Dollars as set forth in Section 4 above). For example: if a New Coach earns 1100 Trip Dollars in 2019, the total amount owed would be \$400 (\$300 non-refundable deposit + \$100 trip cost balance). Payment plans cannot be arranged for New Coaches due to the very short amount of time between invitation send-outs and the commencement of the Trip. Trip Dollars for New Coaches will be calculated based on the Success Club Points earned in 2019, as set forth in Section 4 above. Please see FAQ 8007 for more information on how Trip Dollars are calculated.

A Leader Board for the top 100 New Coaches who enroll in 2019 will be posted beginning in February 2019, on or around the second Friday of the month. The Leader Board will then be updated monthly on or around the second Friday of each month, with the final update being in January 2020.

Cost and Payment Information

7. Hotel Room Cost: The total price for each hotel room type is shown below, based on double occupancy and inclusive of any required deposits. You must pay the \$300.00 non-refundable deposit shown below in full at the time you register. The remaining cost of your hotel room must be paid by utilizing the payment plan described below.

<u>ROOM TYPE</u>	<u>PRICE</u>	<u>TOTAL COST</u>
Tier 1: Caribbean Suite	\$1,200 + \$300 non-refundable deposit	\$1,500
Tier 1: Caribbean Sand Suite	\$1,200 + \$300 non-refundable deposit	\$1,500
Tier 1: Junior Islander Suite	\$1,200 + \$300 non-refundable deposit	\$1,500
Tier 2: One Bedroom Presidential Suite	\$2,700 + \$300 non-refundable deposit	\$3,000
Tier 2: Two Bedroom Family Suite	\$2,700 + \$300 non-refundable deposit	\$3,000

Is the Deposit Refundable? No. You will be charged a \$300.00 non-refundable deposit at the time you register, regardless of hotel room type, which will not be refunded under any circumstances—no exceptions. Please see the Cancellation Policy below for details.

What Types of Hotel Rooms Are Available? There are several choices of hotel rooms based on the amount of beds, capacity (number of individuals) allowed in each room, and age requirements. You will choose your hotel room type at the time you register for the Trip. Please visit www.successclubtrip.com/2020 for full details on hotel room types.

Quarterly Payment Plan

8. Quarterly Payment Plan Information; Application of Trip Dollars: All Qualified Coaches (excluding New Coaches for purposes of this Section) must pay via the quarterly payment plan, which allows you to pay for your room in up to four (4) quarterly installments depending on the date you register. You will be charged any required deposits for your room on the date you register. Quarterly payments will be charged on the following dates: April 12, 2019, July 12, 2019, October 11, 2019, and January 10, 2020, per the payment schedules below, less any Trip Dollars you may have earned (as explained further below).

If you register after any of the scheduled payment dates, you will be immediately charged all previously scheduled installment payments in order to catch up with the next scheduled payment. See below for examples.

Trip Dollars that you earn during any quarter may only be used towards scheduled payments in that same quarter, up to a maximum of 300 Trip Dollars per quarter. If you earn more than 300 Trip Dollars during any quarter, the excess Trip Dollars will roll over and be applied to your next quarterly payment.

Payment Schedules

If you register **between January 14, 2019 and April 11, 2019**, your payment schedule will be as follows, less any applicable Trip Dollars (up to 300 per quarter) you may have earned:

Room Type	On The Date You Register	April 12, 2019	July 12, 2019	October 11, 2019	January 10, 2020
Tier One	\$300.00 nonrefundable deposit	\$300.00	\$300.00	\$300.00	\$300.00
Tier Two	\$300.00 nonrefundable deposit	\$675.00	\$675.00	\$675.00	\$675.00

Example: If you register on April 10, 2019 for a Tier One room, you will pay \$300 as a nonrefundable deposit on the day you register. On April 12, 2019, you will owe \$300 for the first installment payment less any Trip Dollars you earned between January and March 2019. If you earn 10 Success Club Points from January through March 2019 and qualify for Success Club 5 or 10 in each of those months, then you will earn 100 Trip Dollars (10 x 10 = 100 Trip Dollars) and be charged \$200.00 for the first installment payment. See below.

<u>Example</u>	On The Date You Registered	April 12, 2019	July 12, 2019	October 11, 2019	January 10, 2020
Tier One	\$300 nonrefundable deposit	\$300.00 – 100 Trip Dollars = <u>\$200.00</u>	\$300.00	\$300.00	\$300.00

If you register **between April 13, 2019 and July 11, 2019**, your payment schedule will be as follows, less any applicable Trip Dollars you may have earned:

<u>Room Type</u>	On The Date You Register	July 12, 2019	October 11, 2019	January 10, 2020
Tier One	\$300.00 nonrefundable deposit + \$300.00 catch-up payment = <u>\$600.00</u>	\$300.00	\$300.00	\$300.00
Tier Two	\$300.00 nonrefundable deposit + \$675.00 catch-up payment = <u>\$975.00</u>	\$675.00	\$675.00	\$675.00

Example: If you register on May 1, 2019 for a Tier Two room, and you earned 20 Success Club Points from January through March 2019 (and achieved Success Club 5 or 10 in each of those months) (20 x 10 = 200 Trip Dollars), then you will owe \$775 (\$975 – 200 Trip Dollars) on the day you register. On July 12, 2019, you will owe \$675 less any Trip Dollars you earned from April through June 2019. If you earned 60 Success Club Points from April through June 2019 (and achieved Success Club 5 or 10 in each of those months) (60 x 10 = 600 Trip Dollars), then 300 Trip Dollars (the maximum allowed per payment) will be applied to

your payment, so you will be charged \$375 (\$675 – 300 Trip Dollars). The remaining 300 Trip Dollars will then be applied to your October 11, 2019 payment. See below.

<u>Example</u>	On The Date You Registered	July 12, 2019	October 11, 2019	January 10, 2020
Tier Two	\$300 nonrefundable deposit + \$675.00 catch up payment = \$975.00 – 200 Trip Dollars = <u>\$775</u>	\$675.00 – 300 Trip Dollars = <u>\$375</u>	\$675.00 – 300 Trip Dollars = <u>\$375</u>	\$675.00

If you register **between July 13, 2019 and October 10, 2019**, your payment schedule will be as follows, less any applicable Trip Dollars (up to 300 per quarter) you may have earned:

Room Type	On The Date You Register	October 11, 2019	January 10, 2020
Tier One	\$300.00 nonrefundable deposit + \$600.00 catch-up payments = <u>\$900.00</u>	\$300.00	\$300.00
Tier Two	\$300.00 nonrefundable deposit + \$1,350.00 catch-up payment = <u>\$1,650.00</u>	\$675.00	\$675.00

Example: If you register on August 1, 2019 for a Tier Two room, and you earned 30 Success Club Points from January through March 2019 (without achieving Success Club in those months) (30 x 5 = 150 Trip Dollars), and zero Success Club Points from April through June 2019, then you will owe \$1,500.00 on the day you register. On October 11, 2019, you will owe \$675 less any Trip Dollars you earned from July through September 2019. If you earned 30 Success Club Points from July through September 2019 (and achieved Success Club 5 or 10 in each of those months) (30 x 10 = 300 Trip Dollars), then you will be charged \$375.00 on October 11, 2019 (\$675 – 300 Trip Dollars). See below.

<u>Example</u>	On The Date You Registered	October 11, 2019	January 10, 2020
Tier Two	\$300 nonrefundable deposit + \$525.00 April catch up payment (\$675 - 150 Trip Dollars) + \$675.00 July catch up payment = <u>\$1,500.00</u>	\$675.00 – 300 Trip Dollars = <u>\$375</u>	\$675.00

If you register **between October 12, 2019 and January 9, 2020**, your payment schedule will be as follows, less any applicable Trip Dollars you may have earned:

Room Type	On The Date You Register	January 10, 2020
Tier One	\$300.00 nonrefundable deposit + \$900.00 catch-up payments = <u>\$1,200.00</u>	\$300.00
Tier Two	\$300.00 nonrefundable deposit + \$2,025.00 catch-up payment = <u>\$2,325.00</u>	\$675.00

Example: If you register on December 1, 2019 for a Tier One room, and you earned 60 Success Club Points from January through March 2019 (without achieving Success Club in those months) (60 x 5 = 300 Trip Dollars), and you earned 40 Success Club Points from April through June 2019 (and did not achieve Success Club in each of those months) (40 x 5 = 200 Trip Dollars), and you earned 30 Success Club Points from June through September 2019 (and did not achieve Success Club in each of those months) (30 x 5 = 150 Trip Dollars) then you will owe \$550.00 on the day you register. On January 10, 2020, you will owe

\$300 less any Trip Dollars you earned from October through December 2019. If you earned 20 Success Club Points from October through December 2019 (and achieved Success Club in each of those months) (20 x 10 = 200 Trip Dollars), then you will be charged \$100.00 on January 10, 2020 (\$300 – 200 Trip Dollars). See below.

<i>Example</i>	<i>On The Date You Registered</i>	<i>January 10, 2020</i>
Tier One	<p style="text-align: center;">\$300 nonrefundable deposit +\$0 April catch up payment (\$300 – 300 Trip Dollars) + \$100.00 July catch-up payment (\$300 – 200 Trip Dollars) + \$150.00 October catch-up payment (\$300 – 150 Trip Dollars) = <u>\$550.00</u></p>	<p style="text-align: center;">\$300.00 – 200 Trip Dollars = <u>\$100.00</u></p>

How are Trip Dollars Applied? Team Beachbody will automatically apply earned Trip Dollars towards applicable installment payments (subject to the limit of 300 Trip Dollars per quarter as stated above). As a reminder, Trip Dollars cannot be applied against the non-refundable \$300 deposit.

What if I Miss a Payment? If you miss a payment, Team Beachbody will attempt to contact you via the contact information you provided during registration and ask that you submit your missed payment within fourteen (14) days. If payment is not made within fourteen (14) days of Team Beachbody’s notice or attempted notice, Team Beachbody reserves the right to remove and cancel your Trip 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 Trip registration by Team Beachbody. The \$300 deposit is non-refundable.

Cancellation Policy

9. Cancellation and Refund Policy: The \$300 non-refundable deposit amount will not be refunded for any reason or under any circumstances – including without limitation, death of a family member, pregnancy, unique medical conditions, or schedule conflicts. If you cancel, you will be removed from the Trip registration (this will also include the removal of your guest registrations, if any) and lose the hotel room for which you registered. You may receive a refund of certain amounts (not including the \$300 non-refundable deposit) you paid toward the Trip depending on the date Team Beachbody receives and processes your cancellation request. This cancellation policy applies to all registered hotel rooms and any cancelled registrations due to missed payments in the payment plan, any failure to earn the required minimum number of Success Club Points to maintain a registration as stated above, or failure to meet any other requirement stated in these Official Rules. If at the time of cancellation an individual is no longer affiliated with Team Beachbody (i.e., no longer a Coach) for any reason, the cancellation policy still applies.

Cancellation Date (as processed by Team Beachbody)	Refund Amount
Between January 14, 2019 and July 31, 2019	All payment amounts refunded, except the \$300 non-refundable deposit
Between August 1, 2019 and September 30, 2019	75% of all payment amounts refunded, not including the \$300 non-refundable deposit
Between October 1, 2019 and October 31, 2019	50% of all payment amounts refunded, not including the \$300 non-refundable deposit
Between November 1, 2019 and December 31, 2019	25% of all payment amounts refunded, not including the \$300 non-refundable deposit
January 1, 2020 or any date thereafter	0% refund; NO EXCEPTIONS

Guest Policy

10. Are Guests Allowed? Yes, one (1) guest is automatically included in the price of your hotel room (hotel room prices are based on double occupancy).

Can I Bring More Guests? Although many hotel rooms are double occupancy, there are a limited number of hotel rooms with space for additional guests that are available on a first-come, first-serve basis. Please consult FAQ 11140 for details about additional guests and age restrictions. If you register for a hotel room that has space for more than two persons, you will be shown options to register additional guests (see below, How Do I Register My Guest?). The guest fees shown below will apply in addition to the cost of your hotel room. These guest fees must be paid directly to the Hard Rock Hotel upon arrival. Additional guests are not guaranteed until guest fees have been paid to the Hard Rock Hotel in full. Guest fees must be paid in full when you arrive at hotel check-in, or your registration may be denied or cancelled by the Hotel, and Team Beachbody will not be responsible or liable in such an event. Hotel rooms with space for additional guests (beyond double occupancy) are subject to availability.

Additional Guest Pricing (for additional guests beyond the one (1) free guest included in the price of your hotel room):

Age (as of the first day of Trip)	Cost
Under the age of 4	\$0 per person
4 to 17 years old	\$54 per person, per night
18 years or older	\$179 per person, per night

How Do I Register My Guest? You must register your guest(s) with Team Beachbody by providing the name and age of each guest at the time you register, and you must obtain the express consent of the guest(s) to do so. 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 sending an email to SuccessClubTrips@Beachbody.com. **Guests must be registered no later than January 17, 2020 at 11:59 PM PT with Team Beachbody in order to attend the Trip – no exceptions.** Guests must comply at all times with these Official Rules, and any other rules, terms and conditions as required by Team Beachbody.

NOTE: If you do not register your guest(s) correctly (including by failing to provide all required guest information or registering your guest(s) too late) or you attempt to bring an unregistered guest or any additional guest(s) beyond the capacity limits of the room you have registered for, Beachbody will not make any exceptions for their accommodation onsite. This includes but is not limited to room changes, upgrades, downgrades, extra room purchases, date extensions or any other type of sleeping room or other accommodation not previously confirmed.

Other Important Information

11. Required Travel Documentation: You and your guest(s) (to the extent applicable) must bring all valid and required identification and travel documentation in order to travel to Punta Cana, Dominican Republic. Please review the Department of Transportation website on the types of valid identification and travel documentation needed to travel to the Dominican Republic from your country of residence. If you and/or your guest(s) use a valid, government issued passport, we strongly recommend that it be valid for at least six (6) months beyond the end of the trip. You and/or your guests may be denied entry to the Dominican Republic or re-entry into the United States or your country of residence for failure to bring all required identification or documentation, and Team Beachbody will not be responsible or liable in such an event. If you are not a United States citizen, you may be required to bring additional documentation such as a Permanent Resident Card or visa. If you fail to have the required travel documentation and are unable to attend the Trip or are denied entry to the Dominican Republic, your Trip reservation (and that of any of your guests) will be considered cancelled without any refund as per the Cancellation Policy.

When is the Last Date I Can Change any Part of my Reservation? The last date you can modify any part of your reservation is **January 17, 2020 at 11:59 PM PT**. After that, no changes of any kind will be accepted.

CENTERS FOR DISEASE CONTROL (CDC) - TRAVELER'S HEALTH NOTICE FOR ZIKA VIRUS:

Before registering for the Trip, Qualified Coaches are strongly encouraged to carefully review the CDC's current travel advisory and related information for the Zika virus and other concerns, especially if family planning. Please note, no exceptions will be granted to the posted refund and cancellation policies.

12. 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 www.TeamBeachbody.com for U.S. Coaches, on www.TeamBeachbodyUK.com for UK Coaches, and www.TeamBeachbody.ca for Canadian Coaches. Trip Dollars will be preliminarily calculated on a monthly basis throughout the Challenge Period and communicated by e-mail to all Coaches with an active registration and all Coaches who have opted in to receive an invitation. Final evaluation of Success Club Points, Success Club 5 and 10 Qualifications, qualifiers of Trip Dollars, and continued Trip eligibility will not be determined until on or around January 31, 2020 to ensure that each potential Trip attendee's Success Club Trip Qualifications do not change for any reason, including due to any deduction of Success Club Points, whether due to returned product through January 31, 2020 or as otherwise set forth herein.

In Team Beachbody's discretion, each potential Trip Dollars recipient may be required to sign and return to Team Beachbody, within seven (7) days of notice or attempted notice, an affidavit of eligibility, a liability waiver, a W-9 Form (or other appropriate tax form based on the Coach's place of residence), and where allowable, a publicity release (collectively, the "**Releases**") in order to claim his/her Trip Dollars. If a potential Trip Dollars recipient fails to sign and return the Releases within the required time period, the Trip Dollars may be forfeited, in Team Beachbody's sole discretion.

Note: When calculating Success Club Trip Qualifications for Qualified Coaches and New 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. Only primary Beachbody Coach Business Centers are eligible to receive the Trip Dollars set forth herein; Beachbody Coach Business Centers outside of the primary Beachbody Coach Business Centers are not eligible to receive any Trip Dollars.

13. Additional Trip Conditions: Trip Dollars will be awarded to 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 the minimum required Success Club Point requirement), and provided that such Qualified Coaches meet the definition of "Qualified Coach" and all other terms and conditions herein. Failure to meet any such requirements will result in the forfeiture of all Trip Dollars, and cancellation of registration, in Team Beachbody's sole and absolute discretion. As stated above, in order to receive any Trip Dollars listed herein, you must properly register and pay for the Trip and comply at all times with all terms and conditions of Team Beachbody relating to the Trip. All expenses, costs or fees that are not otherwise expressly stated above, including any and all applicable travel costs, personal expenses, incidental costs, lodging and room costs (if applicable, such as room service, mini bar charges, dry-cleaning, internet fees, parking, etc.), planning and/or other expenses, taxes, fees, activities, excursions, insurance premiums or other costs arising from or related to the Trip or any alternative or extended travel plans are not included and are solely your responsibility. Each Qualified Coach who is eligible to attend the Trip will be solely responsible for booking and financing his/her and his/her guest(s) travel arrangements including air, ground, and any other required transportation to and from the Trip. You and your guest(s) are responsible for obtaining any travel insurance (and all other forms of insurance) that you may wish to obtain at your own expense for the Trip and you hereby acknowledge that Team Beachbody has not and will not obtain or provide travel insurance or any other form of insurance. If a Qualified Coach elects to travel or partake in the Trip without a guest, no compensation will be awarded. In the event a Trip attendee engages in behavior that, as determined by Team Beachbody in its sole discretion, is inappropriate or threatening, illegal, or intended to abuse, threaten or harass any other person, Team Beachbody reserves the right to have the Trip attendee removed from the Trip with no further obligation. In the event a Trip attendee engages in behavior during travel that is illegal, tortious, or subjects the Trip attendee to arrest or detention, Team Beachbody shall have no obligation to pay any damages, fees, fines, judgments or other costs or expenses of any kind whatsoever incurred by the Trip attendee or his/her guest as a result of such conduct. If a Trip attendee is removed from the Trip pursuant to this section, then that Trip attendee will: (i) be solely responsible for all costs and

expenses thereafter, including but not limited to lodging, airfare, transportation, and change fees; and (ii) if a Coach, potentially be subject to disciplinary action by Team Beachbody, including but not limited to account suspension or termination.

Trip Registration, Trip Dollars and Trip eligibility are not transferable and, except as expressly set forth herein, have no cash or other monetary value. No Trip Dollar 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, federal, and/or other applicable taxes are solely the responsibility of each Trip Dollars recipient. It is solely the responsibility of each Trip Dollars recipient to seek independent counsel regarding personal tax implications. Unless expressly stated otherwise by Team Beachbody in writing, Trip Dollars may not be combined with any other challenge, promotion reward, incentive, contest or other offer.

14. Hotel Policies: In addition to these Official Rules and any other terms and conditions of Team Beachbody relating to the Trip, you agree on behalf of yourself and your guest(s) that you and your guest(s)' attendance on the Trip is subject to terms, conditions and policies of the Hotel which you and your guest(s) are required to read, understand and fully accept. Trip attendees and their guests are required to abide by all such policies and requirements at all times during the Trip. **In the event that the Hotel assesses additional fees due to any damage or mess caused by you or your guest(s) to your hotel room or any other part of the Hotel property, including due to the ruining of soft goods, vandalism, or any other acts, activities or instances that require the repair or replacement of any Hotel property, or any additional cleanup, you will be fully responsible for such fees and they will be immediately due and payable to the Hotel in full. Team Beachbody will not be responsible or liable for your or your guest(s)' conduct under any circumstances.** Failure to comply with any term, condition or policy of the Hotel, Team Beachbody or any applicable governmental authority may result in refusal to enter the Hotel, or if already at the Hotel, immediate removal from the Hotel or other disciplinary action. Please review the Hotel's website in detail for further information: www.HardRockHotelPuntaCana.com.

15. Who Can Participate in the Challenge: The Team Beachbody Success Club Trip 2020 Challenge is open to Qualified Coaches who are legal residents of the United States (including its territories), the United Kingdom and Canada, who are at least 18 years old or the age of majority in the Qualified Coach's legal place of residence. Employees of Team Beachbody and its parent and affiliate companies, as well as their immediate household family members (including spouse, parents, siblings, and children, if applicable) are not eligible to participate in the Challenge.

16. Important Tax Information: Tax regulations require Team Beachbody to include the value of all Trip Dollars earned (up to the maximum of 1,200 Trip Dollars) and any cash rewards made to you or on your behalf on the 1099 or T-4a reporting form that you receive each year. Please note that a 1099-MISC tax reporting form is issued if a U.S. Coach's total earnings equal or exceed USD \$600 (including cash rewards) and a form T-4a is issued if a Canadian Coach's total earnings equal or exceed CAD \$500.

17. Publicity: Except where prohibited, participation in the Challenge and the Trip constitutes your 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 Trip Dollars or participation in the Trip, including without limitation your 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 Trip Dollars and participation in the Trip, at Team Beachbody's sole discretion, you may be required to provide an on-camera interview to take place before, during or after the Trip. If you are unwilling or unable to provide this interview, you will not be eligible to receive your Trip Dollars or participate in the Trip, in Team Beachbody's sole discretion.

18. Release: BY PARTICIPATING IN THE CHALLENGE AND ATTENDING THE TRIP, YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT THE TRIP AND YOUR PARTICIPATION IN THE TRIP AND ANY ACTIVITIES ON THE HOTEL PROPERTY OR ASSOCIATED WITH THE TRIP (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.

YOU 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), OR EVEN DEATH, AS WELL AS DAMAGE TO OR LOSS OF PROPERTY OR PRIVACY, AND ANY RESULTING DAMAGES OR EXPENSES. YOU AGREE THAT YOU WILL NOT PARTICIPATE OR BE INVOLVED IN THE ACTIVITIES UNLESS YOU ARE IN THE PROPER PHYSICAL CONDITION (INCLUDING BY OBTAINING PROPER ADVICE FROM YOUR MEDICAL PROVIDER IF APPLICABLE) AND WILL IMMEDIATELY STOP ANY ACTIVITY IF YOU FEEL PAIN, DIZZINESS OR OTHER DISCOMFORT. BY PARTICIPATING IN THE CHALLENGE OR THE TRIP IN ANY WAY, TAKING PART IN ANY ACTIVITIES, OR ACCEPTING ANY TRIP INVITATION THAT MAY BE AWARDED, YOU AGREE TO RELEASE AND HOLD HARMLESS BEACHBODY, LLC, TEAM BEACHBODY CANADA, LP, BEACHBODY UK LTD., TEAM BEACHBODY AND ITS RESPECTIVE PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, SUPPLIERS, DISTRIBUTORS, ADVERTISING/PROMOTION AGENCIES, AND TRIP SUPPLIERS, AND EACH OF ITS 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 THE TRIP, ACTIVITIES, RECEIPT OR USE OR MISUSE OF ANY TRIP DOLLARS OR OTHER CHALLENGE AWARDS THAT MAY BE AWARDED, OR ANY PUBLICITY ARISING OUT OF THE CHALLENGE OR THE TRIP. NOTHING IN THESE OFFICIAL RULES SHALL DISCLAIM, LIMIT OR EXCLUDE LIABILITY FOR ANY LIABILITY WHICH MAY NOT BE DISCLAIMED, LIMITED OR EXCLUDED PURSUANT TO APPLICABLE LAW. NOTHING IN THESE OFFICIAL RULES DISCLAIMS, LIMITS OR EXCLUDES THE LIABILITY OF THE RELEASED PARTIES FOR PERSONAL INJURY OR DEATH CAUSED BY NEGLIGENCE.

19. General Conditions: Subject to all applicable federal, state, provincial, territorial and local laws and regulations. Void where prohibited by law. By participating in the Challenge, attending the Trip and/or accepting any Trip Dollars that may be awarded, you confirm your full and unconditional agreement to these Official Rules, the Success Club Rules, the Team Beachbody Coach Policies and Procedures, and Team Beachbody’s decisions, which are final and binding in all matters related to the Challenge. Achieving or accepting any Trip Dollars 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. You are responsible for the actions of your guest(s) at the Hotel and on resort property, including such guests’ compliance with any and all terms, conditions and rules of Team Beachbody and the Hard Rock Hotel Punta Cana. Trip 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 Trip, or any part thereof for any reason, including due to force majeure (including an act of terror or war), or if any fraud, technical failure, or any other factor beyond Team Beachbody’s reasonable control impairs the integrity or proper functioning of the Challenge in any manner, or for any reason related to the administration of the Challenge, as determined by Team Beachbody in its sole discretion. Team Beachbody reserves the right in its sole discretion to disqualify and/or cancel the registration(s) of any individual it finds to be tampering with the operation of the Challenge or to be acting in violation of these Official Rules, the Success Club 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. 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.

20. Limitation of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by you, another Team Beachbody Coach, 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, Trip Dollars, notifications, and/or Trip attendee confirmations; (4) any lost, late, delayed, corrupted, undelivered, or undeliverable Challenge communications or notifications; (5) any cancellation, suspension or modification of the Challenge or the Trip; 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 Trip, or receipt or use or misuse of any Trip Dollars 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 for any reason, including due to discontinuance of the Challenge, none shall be awarded. BY PARTICIPATING IN THE CHALLENGE AND THE TRIP, YOU AGREE THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, AND IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE, OR ENHANCED DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE CHALLENGE OR YOUR PARTICIPATION IN THE CHALLENGE OR THE TRIP, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT SPONSOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. YOU AGREE THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY REMEDY IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY. WITHOUT LIMITING THE FOREGOING, SPONSOR'S TOTAL CUMULATIVE LIABILITY TO YOU FOR ANY CLAIMS, JUDGMENTS AND/OR AWARDS ARISING OUT OF THIS CHALLENGE OR THE TRIP, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED, WILL BE LIMITED TO AND WILL NOT EXCEED USD \$100.

Team Beachbody is not responsible for any cancellations, delays, diversions or substitutions, or any acts or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, third party prize providers or any other persons involved in providing any prize/rewards-related goods, services or accommodations.

21. Disputes: The specific dispute resolution terms in the Team Beachbody Coach Policies and Procedures apply to this Challenge. These dispute resolution terms outline specific terms relating to the governing law and jurisdiction applicable to this Challenge based on your place of residence. For U.S. and Canada Coaches, these terms additionally include binding individual arbitration and waiver of class actions and class arbitration terms. For U.S. Coaches, those terms may be found [here](#). For Canadian Coaches, those terms may be found [here](#). For UK Coaches, those terms may be found [here](#).

22. Privacy Policy: All participants in the Team Beachbody Success Club Trip 2020 Challenge are subject to Team Beachbody's Privacy Policy which may be accessed through the bottom of www.TeamBeachbody.com for U.S. Coaches, www.TeamBeachbodyUK.com for UK Coaches, and www.TeamBeachbody.ca for Canadian Coaches, or as otherwise posted and updated on Team Beachbody's websites.

Without limiting the provisions of Team Beachbody's Privacy Policy, you consent to the collection, use and disclosure of your personal information by Team Beachbody and its authorised agents for the purposes of administering the Challenge and, if you are a winner, fulfilling any rewards herein. Team Beachbody is the data controller of any personal data you provide in connection with your participation in the Challenge.

23. Official Rules Request: For a copy of these Official Rules, send a hand-printed, self-addressed, stamped envelope to "Team Beachbody Success Club Trip 2020 Challenge" at 3301 Exposition Blvd., Santa Monica, California 90404 or Harpenden Hall, Southdown Road, Harpenden, Hertfordshire AL5 1TE. Requests must be received by June 1, 2020.

Beachbody, LLC
3301 Exposition Blvd.
Santa Monica, CA 90404

Team Beachbody Canada LP
c/o Beachbody, LLC
3301 Exposition Blvd.
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