

# BODI WORKOUT FOR A CHANCE TO WIN \$10,000 SWEEPSTAKES

## “OFFICIAL RULES”

**NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE OR OTHERWISE IMPACT YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

**1. Promotion Period.** BODi Workout for a Chance to Win USD\$10,000 Sweepstakes (“Promotion” or “Sweepstakes”) begins on February 1, 2025, at 12:00 a.m. Pacific Time (“PT”) and ends on March 31, 2025, at 11:59 p.m. PT, unless earlier terminated or extended by Sponsor (as defined below) in its sole discretion (“Promotion Period”). Entries must be received by the end of the Promotion Period within each Qualifying Month (as defined below), according to Sponsor’s internal time clock. Entries will not be accepted if received after the Promotion Period. To enter the Promotion, you (“you,” “your,” “yourself,” or “entrant”) must submit your Entry (as defined below) and complete all other requirements herein as determined by Sponsor, and you will be eligible for a chance to win a prize. Sponsor’s computer is the official time keeping device for the Promotion. Sponsored by: Beachbody, LLC dba BODi, 400 Continental Blvd., Suite 400, El Segundo, CA 90245 and Team Beachbody Canada LP dba BODi Canada LP, 400 Continental Blvd., Suite 400, El Segundo, CA 90245 (collectively, “Sponsor” or “BODi”).

**2. Overview.** You’re invited to workout for a chance to win USD\$10,000. Every Qualifying Month we will randomly select one (1) winner from a pool of qualified entrants (see drawing dates below) for February 2025, and March 2025 (each a “Qualifying Month”) to be eligible to win a USD\$10,000 prize (“Prize”). Entrants cannot win more than once during the Promotion Period.

**3. Eligibility.** The Promotion is open only to (i) BODi subscribers with an active BODi account, (ii) legal residents of the United States (including DC) and Canada, and (iii) who are at least eighteen (18) years of age or the age of majority in their place of permanent residence, at the start of the Promotion Period. Employees, officers, and directors of Sponsor or its parents, subsidiaries, and affiliates, and members of their immediate families (spouses, parents, siblings and children, regardless of where they live) and those living in the same household are not eligible to enter or win. Sponsor reserves the right to verify the eligibility of winners. Participation in the Promotion constitutes your full and unconditional agreement to these Official Rules and to Sponsor’s decisions, which are final and binding in all matters related to the Promotion.

#### **4. How Do I Enter?**

To enter the Promotion, you must submit your Entry during each Qualifying Month of the Promotion Period in accordance with these Official Rules. Each workout you complete on a Sponsor owned and operated website or mobile application during each Qualifying Month will be an Entry for that Qualifying Month only (“Entry”). Entries will not be carried over from Qualifying Month to Qualifying Month. Sponsor will randomly select one (1) potential winner for each Qualifying Month as follows:

Qualifying Month	Maximum Allowable Entries Per Qualifying Month (no more than three (3) workouts per day.	Winner Drawing Date
February 1 to 28, 2025	30 Entries	On or about March 15, 2025
March 1 to 31, 2025	30 Entries	On or about April 15, 2025

from all of the eligible entrants who submit an entry or entries by the end of each Qualifying Month. Limit one Prize per entrant during the Promotion Period.

Each entrant may work out no more than three (3) times per day with a maximum allowable number of workouts of thirty (30) times per Qualifying Month, as provided in the table above. Any workouts beyond three (3) per day will not be considered an Entry.

All winners of the Prize must be available to be featured in a BODi Podcast interview series, interviews, photographs and other advertising and marketing opportunities pursuant to these Official Rules, to be decided in the sole discretion of Sponsor. However, Sponsor is not obligated to use or invite the Winner to a BODi Podcast interview series, interviews or other advertising and marketing opportunities. Details will be in the correspondence to you if you are selected as a winner.

Sponsor reserves the right to disqualify and remove any Entry it deems to not be your own, inappropriate, indecent, offensive, lewd, vulgar or otherwise unacceptable or does not adhere to the entry guidelines, BODi terms and conditions, or fails to comply with these Official Rules without prior notification to you.

**Alternative Method of Entry.** You may also enter the Promotion by signing up for a free BODi Previews account at: <https://bodipreviews.com> during the Promotion Period. The maximum allowable entries can be obtained by using your BODi Previews account. Entries received after the Promotion Period will be void.

**4. Limitations.** Entrants must comply with all terms, conditions, obligations and restrictions contained in these Official Rules. Entries that are incomplete, illegible, corrupted, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified at Sponsor's sole and absolute discretion. Bulk, automated and/or third-party entries are prohibited and will be disqualified. Entries that are incomplete, illegible, corrupted, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified at Sponsor's sole and absolute discretion.

**5. How Will Winners Be Selected and Notified?** Sponsor will randomly choose (1) winner from all eligible Entries. The winner may be announced on Sponsor's social media channels or as provided below, and notified by the email address associated with the winner's BODi subscription on or around two (2) weeks after the end of each Qualifying Month.

If you are selected as a potential winner, you acknowledge and grant Sponsor the ability in its sole discretion to announce your name and any identifiable information on BODi, its social media pages, websites, or in any other form of public communication. The potential prize winner will be required to sign and return an Affidavit of Eligibility, a Liability Waiver, a Publicity Release (where allowable), a W-9 Form or W-8BEN Form (or other appropriate tax form based on the winner's place of residence (collectively, "**the Releases**"). These Releases will require the prize winner to furnish his/her Social Security Number, Social Insurance Number, or other applicable identification number for the sole purpose of tax reporting, as required by law. If a potential winner fails to sign and return the Releases and (if applicable) the acknowledgement, then the potential winner's prize may be forfeited, at Sponsor's discretion, and an alternate winner may be randomly selected.

Verification of Potential Winners: The potential winner is subject to verification by Sponsor, whose decisions are final and binding in all matters related to the Promotion. An entrant is not a winner of any prize unless and until that entrant's eligibility has been verified and entrant has been notified that verification is complete.

If the prize notification or any prize is returned as undeliverable, or if the potential winner does not accept or receive a prize for any reason including failing to comply with these Official Rules, failing to respond to a notification or declining or failing to provide any required documents, the prize may be forfeited, and Sponsor may attempt to randomly select and award the prize to the next potential winner.

**6. Prize.** Subject to these Official Rules and Sponsor's verification, one (1) potential winner will be randomly selected for each Qualifying Month by Sponsor to receive ten thousand United States dollar (\$10,000) ("Prize"). Total retail value of all two (2) prizes: \$20,000. The Prize will be calculated on the date the winner is selected at the then-current exchange rate to CAD for potential winners in Canada. The Prize may not be exchanged, transferred or substituted for another prize, except at Sponsor's sole discretion. The winner is solely responsible for any and all international, federal, state, provincial/territorial and local taxes on prizes. All activities related to the prize are at the Promotion winners' own

risk and subject to whatever restrictions are imposed by the entities that govern such activities. For US residents, if the prize retail value is \$600 and over, winners will be issued an IRS Form 1099 and must submit a social security number or taxpayer id number. Please also see additional tax requirements under the General Conditions section below. You agree to reimburse Sponsor for any prize fraudulently obtained by you.

TO THE MAXIMUM EXTENT ALLOWABLE BY LAW, THE PRIZE IS AWARDED "AS IS" AND SPONSOR DOES NOT MAKE ANY, AND HEREBY DISCLAIMS, ANY AND ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE PRIZE.

**7. Release.** YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT THE PROMOTION AND YOUR PARTICIPATION IN ANY ACTIVITIES IN CONNECTION WITH THE PROMOTION (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 TO SEVERE PERSONAL AND/OR BODILY INJURY, DEATH OR 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 Promotion in any way, uploading or making any Entry for consideration, or taking receipt of or redeeming any prize that may be awarded, you agree to release and hold harmless Sponsor and its subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees, and agents (collectively, the "**Released Parties**") from and against any claim or cause of action, including, but not limited to, any cause of action arising from Your Content as set forth and in violation of Section 8 below, personal injury, death, or damage to or loss of property or privacy arising out of your participation in the Promotion, any posting online, public display or otherwise using of any part of your Entry, and/or receipt or use or misuse of any prize that may be awarded.

The Released Parties shall not be liable for: (i) any injuries, losses, liabilities or damages of any kind including personal injury or death caused by the Prize or resulting from acceptance, possession or use of a Prize including participation in any activity or travel related thereto, or from participation in the Promotion; (ii) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) late, lost, delayed, stolen, misdirected, postage-due, incomplete, unreadable, inaccurate, garbled or unintelligible entries, communications or affidavits, regardless of the method of transmission; (v) any inability of winner to accept or use any Prize (or portion thereof) for any reason and such Prize or portion thereof shall be forfeited; or (vi) any printing, typographical, human administrative or technological errors in any materials or activities associated with the Promotion which are beyond the reasonable control of any of the Released Parties. Sponsor disclaims any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with this Promotion.

**8. Your Content; License.** By uploading or submitting any Entry, including any information, text, images, audio, video and any other content before or after the Promotion Period (collectively, "**Your Content**") and otherwise entering the Promotion, you represent that (a) the Entry and Your Content is truthful, original to you, and does not contain any material that would defame or otherwise violate or infringe upon the rights of any third party, including any patent, trademark, publicity, privacy, moral, trade secret, copyright and/or other intellectual property rights or proprietary rights, and does not violate any applicable federal, state or local laws or ordinances; (b) you own or have the necessary licenses, rights, consents and permissions to use and allow the use of the Entry and Your Content, including any and all patent, trademark, publicity, privacy, moral, trade secret, copyright, and/or other proprietary rights therein; and (c) you have the written consent, release, and/or permission of each and every identifiable person in the Entry and Your Content (to the extent applicable) to use such person's name or likeness in the Entry and Your Content for the uses contemplated herein. You represent that you have not copied or in any way taken any of the Entry or Your Content from any third party.

Further, by making or submitting any Entry and Your Content, you expressly grant the Released Parties a perpetual, worldwide, royalty-free, sublicensable (through multiple tiers of sublicensees), and transferrable right and license to host, store, modify, use, distribute, reproduce, excerpt, adapt, prepare derivative works of, publicly perform and display, publish, and make any other use of your Entry and Your Content in any and all media now known or hereinafter devised, as determined by Sponsor in its sole discretion. This includes, but is not limited to, the right and license to modify, use, distribute, reproduce, excerpt, adapt, prepare derivative works of, publicly perform and display, publish and make any other use of the Entry and Your Content and all aspects thereof: (a) in and in connection with any product, recording, video, advertisement, infomercial, or any advertising or promotional material; and (b) on beachbody.com, or any other website or webpage owned, operated by or related to Sponsor. You grant Sponsor the right and license to use the Entry and Your Content and all aspects thereof, as set forth herein, in any way Sponsor determines without providing any attribution or compensation to you, except where prohibited by law. Notwithstanding the foregoing, you expressly acknowledge and agree that nothing herein shall require Sponsor to utilize any portion of Your Content. You agree to indemnify the Released Parties from and against all third-party trademark, copyright, intellectual property, right of publicity or other claims arising out of the use of the Entry and Your Content.

**9. Publicity; Marketing.** Except where prohibited or restricted by law, your participation in the Promotion constitutes your express and irrevocable consent to Sponsor's and its agents' and designees' worldwide use of Your Content, including without limitation your name, image, likeness, voice, photographs, biographical details and any other information you may submit or Sponsor may obtain in connection with your Entry for promotional, marketing and trade purposes in any and all media now known or hereafter discovered, without further payment or consideration; including without limitation placement on Sponsor's websites (including, without limitation, beachbody.com) and mobile applications, and creation of promotional videos, advertising, or other marketing materials featuring the winners or entrants. In addition, except where prohibited or restricted by law, your participation in the Promotion constitutes your consent to Sponsor's contacting you at a later date to inquire further and potentially gain more information about your Entry or your experience in using Sponsor's products and services. You expressly acknowledge and agree that your Entry and Your Content will be accessible by others and that there is no confidentiality or privacy with respect to your Entry and Your Content. In addition, the information provided by you in your Entry may be used by Sponsor for the purpose of delivering its products and services, to inform you of other products or services available, or to contact you about your opinion of current and new products and services that may be offered. Sponsor may use your contact information in order to send you promotional e-mails, postal mail or other communications regarding products or services Sponsor may offer. Please see Sponsor's Privacy Policies (links below and also on the bottom of our websites) for more information about how we may use your information.

**10. General Conditions.** Void outside of the United States (including DC), Canada and where prohibited/restricted by law. Winning or accepting any prize that may be awarded in the Promotion is contingent upon fulfilling all applicable 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 the prize winner's sole obligation. Winners are solely responsible for any and all federal, state, provincial/territorial, and local taxes and subject to all applicable federal, state, and local laws and regulations. THIS IS A TAXABLE EVENT UNDER US LAW. In the event the winner is a U.S. citizen, they will receive an IRS Form 1099 from Sponsor for the actual retail value of the prize for the calendar year in which the prize was fulfilled.

Sponsor reserves the right to cancel, suspend, and/or modify the Promotion and/or extend or delay the Promotion Period, winner announcements, prize awards, or any part of thereof for any reason, including without limitation, force majeure, or if any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Promotion in any manner, or for any reason related to the administration of the Promotion, as determined by Sponsor in its sole discretion. In the event the Promotion is not capable of running as planned, including due to infection by computer virus or bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor, which corrupt or affect the operation, administration, security, fairness, integrity or proper conduct of the Promotion, Sponsor may, in its sole and absolute discretion and without any fault or liability, void any suspect entries and (a) cancel the Promotion; (b) modify the Promotion or suspend the Promotion to address the impairment and then resume the Promotion in a manner that best conforms to the spirit of these Official Rules; and/or (c) award

the prize from among the eligible, non-suspect Entries received up to the time of the impairment in accordance with the criteria in these Official Rules. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be involved with tampering with the Entry process or the operation of the Promotion, or to be acting in violation of these Official Rules or any other Sponsor promotion, or in an unsportsmanlike or disruptive manner. Sponsor's failure to enforce any provision or term of these Official Rules shall not constitute a waiver of that provision or any other provision herein.

**11. Limitation of Liability.** Except where otherwise prohibited, you recognize and agree that the Released Parties are not responsible for: (1) any injury to you or any other party, and any other personal or property damage that may be caused or that may occur as a result of your attempting to create an Entry or your participation in this Promotion; (2) any incorrect or inaccurate information, whether caused by you, printing errors, or by any of the equipment or programming associated with or utilized in the Promotion; (3) technical failures of any kind, including, but not limited to, malfunctions, interruptions, or disconnections in phone lines, cable connections, or network hardware or software; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries, prize notification, and/or winner confirmation; (5) any lost, late, delayed, corrupted, undelivered, or undeliverable Entry or prize notification; 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 Promotion, or your receipt or use or misuse of any prize that may be awarded. If for any reason an Entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, participant's sole remedy is another entry in the Promotion, provided that if it is not possible to award another entry due to discontinuance of the Promotion, none shall be awarded.

BY PARTICIPATING IN THE PROMOTION, AND EXCEPT WHERE PROHIBITED BY LAW, YOU AGREE THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY CLAIMS, LIABILITIES, INJURIES, DAMAGES, LOSSES, OR EXPENSES 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 PROMOTION OR YOUR PARTICIPATION IN THE PROMOTION, 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, AND EXCEPT WHERE PROHIBITED BY LAW, THE TOTAL CUMULATIVE LIABILITY OF SPONSOR, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS AND ASSIGNS TO YOU FOR ANY CLAIMS, JUDGMENTS AND/OR AWARDS ARISING OUT OF THE PROMOTION, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED, WILL BE LIMITED TO AND WILL NOT EXCEED USD \$1000.

**12. Disputes.** The dispute resolution, binding individual arbitration and waiver of class actions and class arbitration terms in Section 9 of the Sponsor's Terms of Service apply to this Promotion. These dispute resolution terms outline specific terms relating to the governing law and jurisdiction applicable to this Promotion based on your place of residence. For U.S. residents, those terms can be found at <https://www.bodi.com/us/en/terms-of-use?referringDomain=www.teambeachbody.com#canada>; **FOR RESIDENTS OF QUÉBEC:** Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement. 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.

**13. Privacy Policy:** All participants in the Promotion are subject to BODi's Privacy Policy which may be accessed through the bottom of <https://www.bodi.com/us/en/privacy> for the U.S. and Canada, or as otherwise posted and updated on BODi's websites. Without limiting the provisions of Sponsor's Privacy Policy, and except where prohibited, you consent to the collection, use and disclosure of your personal information by Sponsor and its authorized agents

for the purposes of administering the Promotion and, if you are a prize winner, fulfilling any prizes herein. Sponsor is the data controller of any personal data you provide in connection with your participation in the Promotion.

**14. Official Rules and Winners Request.** To request a copy of the Official Rules and Winners, please mail a self-addressed stamped envelope to: BODi, 400 Continental Blvd., Suite 400, El Segundo, CA 90245 Attn: BODi Workout For a Chance to Win Sweepstakes, by May 15, 2025, requesting in writing a copy of the Official Rules and Winners.

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