



BEACHBODY

*Decide. Commit. Succeed.®*

**THE MASTER'S HAMMER AND CHISEL™ GIVEAWAY SWEEPSTAKES**

**OFFICIAL RULES**

**SPONSORED BY: BEACHBODY, LLC**

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. Sweepstakes:** The MASTER'S HAMMER AND CHISEL™ GIVEAWAY SWEEPSTAKES begins on July 16, 2015 at 12:00 a.m. Pacific Time ("PT") and ends on December 8, 2015 at 12:00 p.m. PT, unless earlier terminated or extended by Beachbody, LLC ("Sponsor") in its sole discretion (the "Sweepstakes"). Sponsor's computer is the official time keeping device for each of the Sweepstakes.

**2. How to Enter:** During the Sweepstakes, you must provide your first name, last name, email address, and country of residence within the Master's Hammer and Chisel email collector (accessible at [www.TheHammerAndChisel.com](http://www.TheHammerAndChisel.com)) to submit an entry into the Sweepstakes ("Entry"). Entrants must correctly provide all of the requested information in the email collector; failure to do so will result in disqualification of that Entry.

**3. Limitations:** Entrants must comply with all terms, conditions, obligations and restrictions contained in these Official Rules. Limit one (1) Entry per email address. Submitting multiple Entries per email address during the Sweepstakes will result in disqualification of all such Entries. The use of automated systems or any other attempt to obtain unauthorized multiple Entries will result in disqualification of all such Entries. In the event of a dispute as to any Entry, the authorized account holder of the email address provided in the Master's Hammer and Chisel email collector will be deemed to be the valid entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other authorized entity. Potential winners may be required to verify authorized account holder status. Entrants may not win more than one (1) prize.

**4. Eligibility to Participate and Claim a Prize:** The Sweepstakes is open only to legal residents of the United States (including Puerto Rico and the territories of Guam, the Virgin Islands, and American Samoa), the United Kingdom, and Canada (excluding Quebec) who are at least 18 years old or the age of majority in the entrant's legal place of residence. Employees of Sponsor, 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.

**5. Prize Drawings:** At the conclusion of the Sweepstakes, Sponsor will randomly draw one (1) or more winners from the pool of eligible Entries submitted during the Sweepstakes to win the

Prize (as defined herein). Sponsor reserves the right to draw and announce the winner(s) at alternate times at its sole discretion. Odds of winning the Prize depend on the total number of entrants who submit eligible Entries.

Potential Prize winner(s) will be notified by Sponsor via email at the email address provided in the email collector. Potential Prize winner(s) may be required to sign and return to Sponsor, within seven (7) days of notice or attempted notice, a W-9 tax form (or other appropriate tax form based on the potential winner's place of residence), an affidavit of eligibility and liability/publicity release in order to claim the Prize. Upon timely receipt of the potential Prize winner's form, affidavit and release, Sponsor will process such materials and then mail the Prize to the Prize winner within 4 to 6 weeks after the official Master's Hammer and Chisel product launch. If a potential Prize winner (a) fails to submit a complete Entry or is otherwise disqualified pursuant to these Official Rules, or (b) fails to sign and return the W-9 (or other appropriate tax form) and affidavit of eligibility and liability/publicity release within the required time period, the Prize will be forfeited and it may be awarded to an alternate, randomly selected potential winner who is also subject to verification, in Sponsor's sole discretion.

**6. Prize:** Subject to the terms and conditions herein, and Sponsor's verification, the Prize is as follows: one (1) Master's Hammer and Chisel base kit (approximate retail value: \$89.85).

For Canadian Prize Winners: Before a resident of Canada may be declared a winner of the Prize, the entrant will be required to correctly answer, without assistance of any kind, a time-limited mathematical skill-testing question to be administered during a pre-arranged telephone call or by e-mail.

All prizes are subject to availability and only available while supplies last. No prize substitutions are allowed except at the sole discretion of Sponsor, who reserves the right to substitute a prize of equal or similar value. Prizes may not be combined with any other promotion or offer.

**7. Release:** By entering the Sweepstakes in any way, uploading or pinning/posting an Entry for consideration, or taking receipt of any prize that may be awarded, you agree to release and hold harmless Sponsor, Team Beachbody, and their respective 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, loss, damage, cause of action, cost or expense (collectively, "Claim"), including, but not limited to, any Claim for damage to or loss of property or privacy arising out of participation in the Sweepstakes or the receipt, use, or misuse of any prize that may be awarded, and any posting online, making public or otherwise using all or any part of your Entry.

**8. Publicity; Marketing:** Except where prohibited by law, participation in the Sweepstakes constitutes your express and irrevocable consent to Sponsor's and its agents' use of any and all information you may submit or Sponsor may obtain in connection with your Entry or the Sweepstakes for promotional purposes in any media, worldwide, without further payment, consideration or attribution to you. 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. We may use your contact information in order to send you promotional e-mails, postal mail or other communications regarding products or services we may offer. Please see our Privacy Policy found at the bottom of our websites for more information about how we may use your information.

**9. General Conditions:** Winning a prize is contingent upon fulfilling all tax, regulatory, and legal obligations (including completion of any forms required in connection therewith) and any other requirements set forth in these Official Rules, which shall all be at your sole obligation. Winners are solely responsible for any and all state, local, and federal taxes, and are subject to all applicable federal, state, and local laws and regulations. Void in any country outside of the United States of America, United Kingdom, and Canada (excluding Quebec), and where prohibited by law. By entering the Sweepstakes, you confirm your full and unconditional agreement to these Official Rules, the Beachbody, LLC and Team Beachbody Terms and Conditions, and Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, these Official Rules, or any part thereof, for any reason, including due to force majeure (e.g. an act of war or terror), or if any fraud, technical failure or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes in any manner, or for any reason related to the administration of the Sweepstakes, as determined by Sponsor in its sole discretion. In the event the Sweepstakes 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 Sweepstakes, Sponsor may, in its sole and absolute discretion and without any fault or liability, void any suspect entries and (a) cancel the Sweepstakes; (b) modify the Sweepstakes or suspend the Sweepstakes to address the impairment and then resume the Sweepstakes 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 tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or any other Sponsor promotion or in an unsportsmanlike or disruptive manner. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other provision herein. You acknowledge that any information or data which you may provide in connection with the Sweepstakes or these Official Rules is being provided to Sponsor.

**10. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (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 Sweepstakes or the processing of entries, prize notification and/or winner confirmation; (4) any lost, late, delayed, corrupted, undelivered or undeliverable entry or prize notification, or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an Entry (or any part thereof) is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, your sole remedy is the opportunity to submit another Entry in the Sweepstakes, provided that if it is not possible to submit another Entry due to discontinuance of the Sweepstakes, none shall be afforded. No more than the stated number of prizes will be awarded.

**11. Disputes:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, 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. Entrant and Sponsor each agree that any action relating to these Official Rules or the rights and obligations of each of entrant and Sponsor in connection with the Sweepstakes shall be exclusively brought in Los Angeles, California, and both parties irrevocably consent to the jurisdiction of the State and Federal courts located in Los Angeles, California. Entrant and Sponsor 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, entrants hereby agree that any claims, disputes or actions of any kind shall be resolved individually, without resort to any form of class action and waive all rights to claim indirect, punitive, incidental, consequential damages and/or multipliers of damages and any other damages, other than for actual out-of-pocket expenses incurred as the result of participation in the Sweepstakes. Entrant and Sponsor 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 Sweepstakes. 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 the Sweepstakes, 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.

**12. Privacy Policy:** Entries are subject to Sponsor's Privacy Policy accessed through the bottom of [www.Beachbody.com](http://www.Beachbody.com), [www.TeamBeachbody.com](http://www.TeamBeachbody.com), or as otherwise posted and updated on Sponsor's Web site.

**13. Winners List and Official Rules:** For a winners list and/or a copy of these Official Rules, send a self-addressed, stamped envelope to Beachbody, LLC, c/o **THE MASTER'S HAMMER AND CHISEL GIVEAWAY SWEEPSTAKES**, 3301 Exposition Blvd., 3<sup>rd</sup> Floor, Santa Monica, CA 90404. Requests must be received by December 31, 2016. Vermont residents may exclude return postage.

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