

MYX II BIKE SWEEPSTAKES ON BODI

OFFICIAL RULES

SPONSORED BY: BEACHBODY, LLC IN THE UNITED STATES, BEACHBODY UK LTD. IN THE UNITED KINGDOM AND FRANCE, AND TEAM BEACHBODY CANADA LP IN CANADA ("SPONSORS")

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

1. Sweepstakes Period. The MYX II Bike Sweepstakes on BODi ("Sweepstakes") begins on November 1, 2021 at 12:00 AM Pacific Time ("PT") and ends on November 5, 2021 at 11:59 PM PT (in accordance with the time zone applicable in the country) unless earlier terminated or extended by Beachbody Fitness, LLC ("Sponsor") in its sole discretion ("Sweepstakes Period"). The Sweepstakes will be divided into five (5) prize periods (each a "Prize Period"). Each Prize Period will begin at 12:00 AM PT each day and end at 11:59 PM PT (in accordance with the time zone applicable in the country) throughout the Sweepstakes Period.

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| Prize Period 1 | 12:00 AM PT to 11:59 PM PT on November 1, 2021 |
| Prize Period 2 | 12:00 AM PT to 11:59 PM PT on November 2, 2021 |
| Prize Period 3 | 12:00 AM PT to 11:59 PM PT on November 3, 2021 |
| Prize Period 4 | 12:00 AM PT to 11:59 PM PT on November 4, 2021 |
| Prize Period 5 | 12:00 AM PT to 11:59 PM PT on November 5, 2021 |

Limit one entry per person per 24-hour Prize Period. Entries must be received within each Prize Period to be eligible for any Prize Period drawing.

To enter the Sweepstakes, you ("**you**," "**your**," "**yourself**," or "**participant**") 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 Sweepstakes. Sponsored by: Beachbody, LLC in the United States, Beachbody UK Ltd. in France and the United Kingdom (as the promoter), and Team Beachbody Canada LP in Canada (collectively, "**Sponsor**")., 3301 Exposition Blvd., Santa Monica, CA 90404.

2. Eligibility. The Sweepstakes is open only to legal residents of the fifty (50) United States (including DC), Puerto Rico, the United Kingdom, France, or Canada, who are at least eighteen (18) years of age or the age of majority in their respective state of permanent residence at the start of the Sweepstakes Period. **You must be subscribed to a Beachbody On Demand Interactive ("BODi") class during the Sweepstakes Period and at the time the reward is awarded in order to claim the prize or you will forfeit the prize.** 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 Sweepstakes 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 Sweepstakes.

3. How Do I Enter?

During the Sweepstakes Period, you may submit an Entry for each Prize Period by completing the following requirement (each completion of the following requirements is an “Entry”):

1. Listen for the instructor to provide the BODi word or phrase of the day (“Fit Fact”) during one of two live classes during Prize Period 1, 2, 3 and 4 at 10 a.m. PT and 2 p.m. PT (in accordance with the time zone applicable in the country) and one live class during Prize Period 5 at 10 a.m. PT (in accordance with the time zone applicable in the country) during each Prize Period; and
2. Submit the Fit Fact at bchbody.life/BODiNov1 bchbody.life/BODiNov2 bchbody.life/BODiNov3 bchbody.life/BODiNov4 bchbody.life/BODiNov5 during the Prize Period in accordance with these Official Rules.

All Entries must be submitted via the Sweepstakes website bchbody.life/BODiNov1 bchbody.life/BODiNov2 bchbody.life/BODiNov3 bchbody.life/BODiNov4 bchbody.life/BODiNov5 only. Limit one entry per person per 24-hour Prize Period. Entries must be received within each Prize Period to be eligible for the relevant Prize Period drawing. 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, or fails to comply with these Terms and Conditions without prior notification to you.

4. Limitations. Entrants must comply with all terms, conditions, obligations and restrictions contained in these Official Rules. Limit only one (1) prize per person per Prize Period. 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 after the close of each Prize Period during the Sweepstakes Period. Winners for Prize Period 1, 2, 3 and 4 will be notified and announced on the following day of each Prize Period at the 10 a.m. live BODi class and via email. The winner for Prize Period 5 will be notified and announced on November 8, 2021 at the 10 a.m. live BODi class and via email. Sponsor reserves the right to contact and announce the potential winner at a different time. Odds of winning depend on the number of eligible entries received.

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 its Facebook page, Instagram page, Twitter page, website, or in any other form of public communication. Each potential prize winner may 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**”) and (if applicable) sign an acknowledgement that you have read, understand and agree to the MYXFitness [Terms of Service](#) and [Privacy Policy](#). 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: All potential winners are subject to verification by Sponsor, whose decisions are final and binding in all matters related to the Sweepstakes. A participant is not a winner of

any prize unless and until that participant's eligibility has been verified and participant has been notified that verification is complete.

6. Prize. Subject to these Official Rules and Sponsor's verification, one (1) potential winner will be randomly selected by Sponsor to receive a MYX II Bike (<https://www.myxfitness.com/products/the-myx>) or \$1,399* USD cash equivalent ("Prize") per Prize Period. The MYX II Bike is only available to ship to the continental U.S. or metropolitan areas of Canada (Montreal, Ottawa, Toronto, Calgary and Vancouver), so (i) for all other prize winners (non continental U.S. or non metropolitan areas of Canada (outside Montreal, Ottawa, Toronto, Calgary and Vancouver), Beachbody will award you the cash equivalent of The Myx II Bike. Winners residing in the continental U.S. or the metropolitan areas of Canada (Montreal, Ottawa, Toronto, Calgary and Vancouver) may choose The MYX II bike or USD cash equivalent of \$1399 USD. The Prize may not be exchanged, transferred or substituted for another prize, except at Sponsor's sole discretion. The Prize will be shipped to winner(s) in the continental U.S. within 4-8 weeks after the Sweepstakes ends and to winner(s) in the metropolitan areas of Canada within 8-12 weeks after the Sweepstakes ends. Winners are 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 Sweepstakes winners' own risk and subject to whatever restrictions are imposed by the entities that govern such activities. For US residents, if 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 Terms and Conditions section below. You agree to reimburse Sponsor for any reward 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. By participating in the Sweepstakes 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**") and Instagram 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 Sweepstakes, 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.

8. Your Content; License. By uploading or submitting any Entry, including any information, text, images, audio, video and any other content (collectively, "**Your Content**") and otherwise entering the Sweepstakes, 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 Sweepstakes 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 Sweepstakes 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 and Myx Fitness' 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. Winning or accepting any prize that may be awarded in the Sweepstakes 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. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. The submitting of an Entry confirms your full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. To the extent permissible by law and subject to the approval of the Régie des alcools, des courses et des jeux in Quebec, Sponsor reserves the right to cancel, suspend, and/or modify the Sweepstakes and/or extend or delay the Sweepstakes Period, winner announcements, prize awards, or any part of thereof for any reason, including without limitation, force majeure (including due to Covid 19 pandemic concerns, restrictions or regulations or an act of war or

terror), or if 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 involved with 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 provision or term of these Official Rules shall not constitute a waiver of that provision or any other provision herein.

11. Limitation of Liability. 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 Sweepstakes; (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 Sweepstakes; (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 Sweepstakes 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 Sweepstakes, 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 Sweepstakes, provided that if it is not possible to award another entry due to discontinuance of the Sweepstakes, none shall be awarded.

BY PARTICIPATING IN THE SWEEPSTAKES, 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 SWEEPSTAKES OR YOUR PARTICIPATION IN THE SWEEPSTAKES, 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, 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 SWEEPSTAKES, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED, WILL BE LIMITED TO AND WILL NOT EXCEED USD \$28.

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 Sweepstakes. For U.S. residents, these terms can be found at https://www.teambeachbody.com/shop/us/terms-of-use?locale=en_US, Canada: https://www.teambeachbody.com/shop/ca/terms-of-use?locale=en_CA, UK: https://www.teambeachbody.com/shop/gb/terms-of-use?locale=en_GB and France: https://www.teambeachbody.com/shop/fr/terms-of-use?locale=fr_FR. 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 Sweepstakes are subject to Sponsor's Privacy Policy which may be accessed through the bottom of www.TeamBeachbody.com for the U.S. and Canada, www.TeamBeachbodyUK.com for the UK, and <https://www.teambeachbody.com/shop/fr> for France, or as otherwise posted and updated on Sponsor's websites. Without limiting the provisions of Sponsor's Privacy Policy, you consent to the collection, use and disclosure of your personal information by Sponsor and its authorized agents for the purposes of administering the Sweepstakes 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 Sweepstakes.

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

Team Beachbody Canada LP
c/o Beachbody, LLC
3301 Exposition Blvd.
Santa Monica, CA 90404

Beachbody UK Ltd.
Harpenden Hall, Southdown Rd.
Harpenden, Hertfordshire
AL5 1TE

14. Official Rules Request. To request a copy of the Official Rules, send a self-addressed, stamped envelope by December 31, 2021, to: Beachbody, LLC, c/o MYX II BIKE SWEEPSTAKES Official Rules Request, 3301 Exposition Blvd., Santa Monica, CA 90404.

15. Winner Confirmation. For a written confirmation of the winners (available after DATE) send a self-addressed, stamped envelope (no later than December 31, 2021), to: Beachbody Fitness, LLC, MYX II BIKE SWEEPSTAKES Winner Confirmation Request, 3301 Exposition Blvd., Santa Monica, CA 90404.

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