OFFICIAL RULES

What Can I Win?

One (1) male and one (1) female Contestant will each receive the following grand prize package:

- $10,000.00 USD;
- Appearance on a future cover of TRAIN Magazine;
- Appearance in a feature article about the Contest in TRAIN Magazine;
- Become TEAM Bodybuilding.com Athletes for a period of one (1) year;
- Roundtrip airfare from the closest major airport to Contestant’s residence to Boise, Idaho with a departure date of December 3, 2017 and a return date of December 12, 2017; hotel expenses; and per diem in order to appear and compete against each other during a test photo/video shoot and panel interview in Boise, Idaho on December 3-9, 2017; and
- Round trip airfare from the closest major airport to winner’s residence; hotel expenses; and per diem to The Fit Expo LA on January 5-8, 2018.

Five (5) male and five (5) female Contestants, whose entry is confirmed as valid, will each receive the following finalist prize package:

- Roundtrip airfare from the closest major airport to Contestant’s residence to Boise, Idaho with a departure date of December 3, 2017 and a return date of December 9, 2017; hotel expenses; and per diem in order to appear and compete against each other during a test photo/video shoot and panel interview in Boise, Idaho on December 3-9, 2017
- As part of the trip to Boise, each finalist will get the opportunity to participate in a photo/video shoot with Bodybuilding.com, which includes creation of custom video content; social media opportunities, such as Facebook Live sessions on Bodybuilding.com’s social media channels; participation in a panel interview; interaction with Bodybuilding.com’s customers in a customer service side-by-side job shadowing; and a corporate tour of Bodybuilding.com’s headquarters; and
- A Bodybuilding.com “swag bag” (including dietary supplements, apparel, and accessories to be determined by Bodybuilding.com).

Who Can Enter?

1. Eligibility: The “2018 Bodybuilding.com Spokesmodel Search” (the “Contest”) is open to BodySpace members who are 18 years of age and older or the age of majority in Contestant’s place of residence at the time of entry (“Contestant”). Membership and enrollment in BodySpace are free. Contestant may not be a national or legal permanent resident of the province of Quebec (Canada) or the following countries: Burma, Cuba, Iran, North Korea, Sudan, or Syria. Contestants may not be members of any guild, union, or other organization that may prohibit them from participating in this Contest or that would restrict, require due payment, or otherwise have the right to oppose such Contestant’s participation in this Contest. Employees, contractors, members, and agents of Bodybuilding.com, Liberty Expedia Holdings (and companies owned by Liberty Expedia Holdings), and i2Media d/b/a TRAIN Magazine, and members of their immediate family (including spouses, parents, siblings, children and their respective spouses) and persons living in the same household with any such individual are ineligible. Except as otherwise permitted herein, only one entry, per person will be accepted. In order to be eligible, Contestant must follow these Rules. Failure to comply with these Rules will result in ineligibility of Contestant. This Contest is void where prohibited or restricted by law.
2. **Sponsors:** This Contest is sponsored by Vitalize, LLC d/b/a Bodybuilding.com located at 5777 N Meeker Ave, Boise, ID, 83713 and i2Media d/b/a TRAIN Magazine located at Unit 2 Bankside, The Watermark, Gateshead, Tyne and Wear, NE 11 9SY, United Kingdom (collectively “Sponsor”).

3. **To Enter:** The Contest enrollment period begins at 12:01 am MST on October 9, 2017 and ends at 11:59 pm MST on October 22, 2017 (the “Enrollment Period”). To enroll, visit the website: http://www.bodybuilding.com/spokesmodel (“Contest Landing Page”) for the official online entry form. Contestant must currently be or register to be a BodySpace member. Registration is free. Contestant must complete all information requested, including but not limited to their legal name, full address (including apartment number), city, state, province, zip code/postal code, daytime, home and/or cell phone numbers, e-mail address, date of birth, and all other information as may be requested from time to time including submission of required photograph(s) and videos. Any communication regarding the contest will be sent to the email address on file. It is Contestant’s responsibility to notify Sponsor at dan.thiry@bodybuilding.com of any change of email address. All materials submitted (including photographs and videos) become the property of Sponsor and will not be returned. Contestant must complete the entry form themselves. Only one entry per person will be accepted; all subsequent entries will be disregarded and Sponsor reserves the right to disqualify any Contestant in their sole discretion. False, deceptive or incomplete entries shall render the Contestant ineligible.

4. **Submission of Photographs and Video:**

**Photos.** In addition to completing the online registration on the Contest Landing Page, all Semi-Finalists will be contacted by Bodybuilding.com on or about October 31, 2017 and will be required to submit three (3) current photographs in “JPG” (.jpg) format, one of which must be a head shot photograph of Contestant. If Contestant submits full-body photographs, though not required, ¾ body or full body pictures are best for showing Contestant’s full physique. Faces MUST be shown in each photo. All Semi-Finalists’ photographs must be received no later than 11:59 pm MT on November 1, 2017.

**Video.** Contestants are also required to submit a Youtube video of themselves explaining why the Contestant should be a BodySpace Spokesmodel, how you #buildyourbody, and how you inspire others to do the same. All video submissions must be no longer than five (5) minutes in length and videos must be uploaded to registration form.

Any images or video that include nudity will be rejected and all photos and video submitted throughout the Contest must be in accordance with the BodySpace Photo Guidelines. Sponsor reserves the right to contact any Contestant who has entered the Contest to request resubmission of one or more of the photograph(s) (the “Images”), or video (“Video”) and/or to request that the Contestant submit additional Images or Video. If Contestant fails to contact Sponsor for more than forty-eight (48) hours after being contacted by Sponsor, Contestant may be declared ineligible. Sponsor is not responsible for any delays or failure in delivery. Any entries submitted by anyone other than the person appearing in the Images or Video and entries submitted by modeling agencies will be rejected. No enhanced or altered Images or Video will be accepted. Submission of Images, Video, and entry in the Contest constitutes Contestant’s consent to use the Images and Video on Sponsors’ websites and associated or affiliated websites in perpetuity without compensation. Contestant represents and warrants that they have all rights to the Images, Videos and all materials submitted in connection with the Contest. Contestant assigns all right, title and interest to the Images, Video and anything submitted in connection with the Contest to Sponsor. Sponsor will decide, in its discretion whether to accept Contestant’s Images, and Video based upon its review of the same. By submitting an Image or Video, Contestant on his/her own behalf or on behalf of the copyright holder, waives any right to compensation. Sponsor is not obligated to publish a photo/image or video credit to the original copyright holder for the publication of an Image or Video. Contestant agrees to hold Sponsor harmless, defend, and indemnify Sponsor from any and all liabilities, loss, claims, or causes of actions, including reasonable attorneys’ fees and expenses.
that may be incurred by Sponsor, arising out of or relating to Contestant’s breach of any representation or warranty related to the Images, Video or any other violation of these Rules.

5. **Winner Selection:**

**Semi-Finalists Selection.** On or about October 30, 2017, ten (10) female and ten (10) male semi-finalists will be chosen by a judging committee composed of Bodybuilding.com employees and announced on Bodybuilding.com’s website. Semi-finalists will be chosen by using the following criteria: (a) Contestant’s active use of BodySpace; (b) Contestant’s photo submission; and (c) quality and creativity of Contestant’s video submission.

All Semi-Finalists shall be contacted by Bodybuilding.com on or about October 31, 2017 and will be required to submit three (3) current photographs in “JPG” (.jpg) format, one of which must be a head shot photograph of Contestant. If Contestant submits full-body photographs, though not required, ¾ body or full body pictures are best for showing Contestant’s full physique. Faces MUST be shown in each photo. All Semi-Finalists’ photographs must be received no later than 11:59 pm MT on November 1, 2017.

**Semi-Finalist Voting.** Beginning at approximately 12:01 am MT on November 6, 2017 and concluding at approximately 11:59 pm MT, November 12, 2017 (“Voting Period”), visitors to the Bodybuilding.com website will be invited to vote for the male Contestant and female Contestant who, in their opinion, will best represent Bodybuilding.com as a 2018 TEAM Bodybuilding.com Athlete. Voters may vote for one (1) female and one (1) male Contestant once during the Voting Period. Voting for a Contestant is accomplished by logging onto the 2018 Bodybuilding.com Spokesmodel Search webpage and selecting the Contestant's image. The five (5) Male and five (5) Female Semi-Finalists receiving the most online votes in the Voting Period will be named as Finalists (“Finalists”). Finalists will be announced on Bodybuilding.com's website on or about November 20, 2017. All Finalists will be notified via the email address they submitted with their online registration form.

**Finals.** For the final round, the five (5) female and five (5) male finalists will appear and compete against each other on a test photo/video shoot and panel interview in Boise, Idaho on December 3-9, 2017, from which two (2) Grand Prize Winners (one female and one male) (the “Grand Prize Winners”) will be determined. The Grand Prize Winners will be announced on December 8, 2017 at the Bodybuilding.com Holiday Party.

In the event that any Finalist or Grand Prize Winner is determined to be ineligible or withdraws from the Contest, Sponsor reserves the right to select another Contestant, suspend, extend, or cancel the Contest.

No transfer, substitution, or cash equivalent for any prizes will be permitted, except at the sole discretion of the Sponsor. Sponsor reserves the right to substitute prizes of equal or greater value.

6. **Prizes:** Subject to Contestant’s full compliance with the Rules, selected Winners will receive:

One (1) male and one (1) female Contestant will each receive the following grand prize package:

- $10,000.00 USD;
- Appearance on a future cover of TRAIN Magazine;
- Appearance in a feature article about the Contest in TRAIN Magazine;
- An invitation to Bodybuilding.com’s December Holiday Party;
- Become a TEAM Bodybuilding.com Athlete for a period of one (1) year;
- Roundtrip airfare from the closest major airport to Contestant’s residence to Boise, Idaho with a departure date of December 3, 2017 and a return date of December 12, 2017; hotel
expenses; and per diem in order to appear and compete against each other during a test photo/video shoot and panel interview in Boise, Idaho on December 3-9, 2017; and

- Round trip airfare from the closest major airport to winner's residence; hotel expenses; and per diem to The Fit Expo LA on January 5-8, 2018 (the “Grand Prize”).

The approximate retail value of each Grand Prize is $15,000.00 USD. The approximate retail value may change based on departure locations and timing of travel.

Five (5) male Finalists and five (5) female Finalists, whose entry is confirmed as valid, will each receive the following finalist prize package:

- Roundtrip airfare from the closest major airport to Contestant’s residence to Boise, Idaho with a departure date of December 3, 2017 and a return date of December 9, 2017; hotel expenses; and per diem in order to appear and compete against each other during a test photo/video shoot and panel interview in Boise, Idaho on December 3-9, 2017

- As part of the trip to Boise, each finalist will get the opportunity to participate in a photo/video shoot with Bodybuilding.com, which includes creation of custom video content; social media opportunities, such as Facebook Live sessions on Bodybuilding.com’s social media channels; participation in a panel interview; interaction with Bodybuilding.com’s customers in a customer service side-by-side job shadowing; and a corporate tour of Bodybuilding.com’s headquarters; and

- A Bodybuilding.com “swag bag” (including dietary supplements, apparel, and accessories to be determined by Bodybuilding.com) (the “Finalist Prize Package”).

The approximate retail value of each Finalist Prize Package is $5,500.00 USD. The approximate retail value may change based on departure locations and timing of travel.

Each Grand Prize Winner and Finalist will be collectively referred to herein as the “Winner(s).” Additionally, each Grand Prize and Finalist Prize Package will be referred to collectively as the “Prize(s).” All money prizes will be awarded in U.S. dollars. Any costs associated with currency exchange are the sole responsibility of the Winner. The prizes do not include taxes, insurance, personal expenses, gratuities, incidental charges or any other items not specifically described in the Rules and the foregoing are the Winner’s sole responsibility. Winners are responsible for determining applicability and payment of all taxes associated with receipt of any Prize.

7. Additional Requirements. All Winners agree to sign any documentation requested by Sponsor, including, without limitation, an Affidavit of Eligibility/Release of Liability/Prize Acceptance Form and a Release Form for any associated photo/video shoots when selected and upon presentation of said form(s) by Sponsor. If any document is returned to Sponsor as undeliverable or if Sponsor does not receive a response from any Winner within five (5) business days of attempted notification, such Winner may be disqualified and the prize will be awarded to an alternate winner. Should the Winner be unable or unwilling to fulfill the obligations outlined in the Rules, a substitute Winner will be named.

If Winner’s place of residence requires foreign travel to attend events associated with the various prizes, Winner must be able to and is responsible to obtain any and all required visas, passport, any or other travel documents.

8. General Disclaimer and Release of Liability: In consideration of the acceptance of Contestant's entry in the Contest and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contestant hereby takes action for themselves, their executors, administrators, agents, representatives, spouse, children, heirs, next of kin, successors, and assigns, and acknowledges and agrees as follows: (a) to be bound by the Official Rules and decisions of Sponsor in any way related to the Contest; (b) that participation in the Contest is voluntary; (c) Contestant is not a minor; (d) Contestant is of sound mind and body and has not been
advised otherwise by qualified medical person; (e) Contestant possesses all rights (including all intellectual property rights) and faculties necessary to execute, deliver, and perform this agreement; (f) that Contestant meets all eligibility requirements as set forth in these Official Rules, which Contestant represents they have read, understand, and agree to; (g) that all photographs Contestant submits for the Contest depict only Contestant, are not digitally enhanced or altered as described in Section 4, are owned by Contestant, and do not require the consent of any other third party rights holder before use; (h) Contestant is fully aware and assumes the risk of illness, accidents, injury, death, personal injury, bodily harm, emotional stress, psychological harm, property damage, and all dangers potentially arising from or in connection with participation in the Contest; and Contestant’s participation in the Contest does not violate any agreements between Contestant or any third party.

Sponsor does not make any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the use of any Prize, including, without limitation, quality, merchantability, and/or fitness for a particular purpose. Sponsor is not responsible for any incorrect or inaccurate entry information, human error, technical malfunction, failures, omission, interruption, deletion, or defect of any telephone network, computer online systems, computer equipment, servers, access providers, or software, including any injury or damage to Contestant's or any other person's computer relating to or resulting from participation in this Contest; inability to access the entry website or any pages thereof; theft, tampering, destruction, or unauthorized access to, or alteration of entries; entry submissions that are processed late or incorrectly or are incomplete, garbled, or lost due to computer or electronic malfunction or traffic congestion on the Internet or any website. Proof of entering information on website is not considered proof of delivery or receipt. All dates set forth in these Rules are approximate.

NOTWITHSTANDING ANY PROVISION OF THESE CONTEST RULES TO THE CONTRARY, SPONSOR SHALL NOT BE LIABLE TO CONTESTANT OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS), EVEN IF SPONSOR HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. Sponsor reserves the right to terminate, withdraw, or amend the Contest and these Official Rules for any reason and at any time.

The invalidity or unenforceability of any provision of these Rules shall not affect the validity and enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with its terms as if the invalid or illegal provision were not contained herein.

9. **Language:** The official version of these Rules is the English language version. In the event of contradictions or discrepancies between different language versions of these Rules, the English language version takes precedent. Contestants must submit all materials and information in English. Sponsor is not responsible for translation of any submissions or information provided in another language. Failure to submit required information in English may result in disqualification.

10. **Personal Information:** Any personal information that Contestants and Winners submit in connection with the Contest will be collected and used by the Sponsor and its authorized agents to administer the Contest and to award prizes. Contestant’s personal information may also be used to send additional information about Sponsor, affiliates, and licensees, and each of their respective products and programs in accordance with applicable laws. Except as set forth herein, Contestant’s personal information will not be used for any other purpose and will not be shared with anyone else unless required by law.

11. **Governing Law; Jurisdiction:** This Contest will be governed by and construed in accordance with the laws of the United States and the State of Idaho without regard to conflict of law principles. Any controversy arising under, in connection with or in any way relating to this Contest shall be adjudicated before a state or federal court of competent jurisdiction located in Boise, Ada County,
Idaho, U.S.A. Contestant and Sponsor: (i) accept, generally and unconditionally, the exclusive jurisdiction of such court and any related appellate court, and irrevocably agree to be bound by any judgment rendered thereby in connection with this Contest, and (ii) irrevocably waive any objection it may now or hereafter have as to the venue of any such suit, action, or proceeding brought in such a court or that such court is an inconvenient forum.

12. EU Contestants: For Contestants from Member States of the European Union, mandatory national law may apply in some cases.