

**2017 \$250,000 (USD) TRANSFORMATION CHALLENGE
PRESENTED BY OPTIMUM NUTRITION**

OFFICIAL RULES

WHAT CAN I WIN?

One (1) male and one (1) female Contestant will receive the grand prize (“Grand Prize Winners”) of:

- \$100,000 (USD)
- A trip to Boise, Idaho for a photo shoot at the Bodybuilding.com Headquarters

Eight (8) Countdown to Challenge (4 males and 4 females) winners during the two (2) weeks leading up to the Challenge (December 26, 2016 – January 8, 2017) (“Countdown Winners”) will each receive the following package:

- One “Optimum Nutrition Complete Pack” which includes the following: one (1) 30-serving container of Optimum Nutrition Gold Standard Pre-workout; one (1) 2 lb. tub of Optimum Nutrition Gold Standard Whey; one (1) 28-serving container of Optimum Nutrition Gold Standard BCAAs; one (1) shaker cup; and one (1) set of workout gear, which includes (1) top and one (1) bottom. The approximate retail value (“ARV”) of the Optimum Nutrition Complete Pack is \$126.97 USD - \$151.97 USD depending on apparel chosen.

Five (5) Contestants will receive the people’s choice award (“People’s Choice Winner”) of

- \$10,000 (USD)

Fifty (50) Contestants (25 males and 25 females) (“Weekly Prize Winners”) will receive the following weekly prize packages (“Weekly Prize Package”):

- Week 1 through Week 11 (January 9, 2017 – March 19, 2017): Four (4) Weekly Prize Winners (2 males and 2 females) will receive: one (1) workout apparel top and one (1) 65 serving container of Optimum Nutrition Amino Energy. The ARV of each of the Week 1 through Week 11 Weekly Prize Package is \$34.98 - \$44.98 USD, depending on apparel chosen.
- Week 12 (March 20, 2017 – April 2, 2017): Six (6) Weekly Prize Winners (3 males and 3 females) will receive: One (1) “Optimum Nutrition Complete Pack” which includes the following: one (1) 30-serving container of Optimum Nutrition Gold Standard Pre-workout; one (1) 2 lb. tub of Optimum Nutrition Gold Standard Whey; one (1) 28-serving container of Optimum Nutrition Gold Standard BCAAs; one (1) shaker cup; and one (1) set of workout gear, which includes (1) top and one (1) bottom. Each Week 12 Weekly Prize winner will also receive one (1) pair of Beats® Headphones. The ARV of each Week 12 Weekly Prize is \$326.92 - \$351.92 USD, depending on apparel chosen.

Additionally, for the first eleven (11) weeks of the Contest, one (1) winner each week for the first eleven (11) weeks of the Contest (January 9, 2017 – March 19, 2017) (“Weekly Grand Prize Winners”) will receive the following weekly grand prize package:

- One “Optimum Nutrition Complete Pack” which includes the following: one (1) 30-serving container of Optimum Nutrition Gold Standard Pre-workout; one (1) 2 lb. tub of Optimum Nutrition Gold Standard Whey; one (1) 28-serving container of Optimum Nutrition Gold Standard BCAAs; one (1) shaker cup; and one (1) set of workout gear, which includes (1) top and one (1) bottom. The approximate retail value (“ARV”) of the Optimum Nutrition Complete Pack is \$126.97 USD - \$151.97 USD depending on apparel chosen (“Weekly Grand Prize Package”).

A total of eleven (11) Weekly Grand Prize Packages will be awarded.

The Weekly Prize and Grand Prize Winner Contests will take place across social media channels such as Facebook, Instagram, Twitter, and BodySpace.

Eligibility and criteria for each of the prizes above is further described below.

HOW DO I PARTICIPATE IN THE CONTEST?

Eligibility: The \$250,000 (USD) Transformation Challenge powered by Optimum Nutrition (the “Contest”) is open to BodySpace members who are eighteen (18) years of age or older or the age of majority in Contestant’s place of residence at the time of entry (“Contestant”). Membership and enrollment in BodySpace is 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 and 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, LLC, Liberty Media Corporation, Optimum Nutrition (“Optimum”), 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 individuals are ineligible. Except as otherwise permitted herein, only one (1) entry per person will be accepted. If a Contestant submits multiple entries, the last entry will be accepted and the others will be

discarded. 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.**

Sponsor: This Contest is sponsored by Bodybuilding.com, LLC located at 5777 N. Meeker Ave, Boise, Idaho 83713 U.S.A. and Optimum Nutrition, Inc. located at 3500 Lacey Road, Suite 1200, Downers Grove, IL 60515, U.S.A., (collectively "Sponsor").

To Enter: The Contest countdown weekly challenge period begins at approximately 12:01 am MT on December 26, 2016 and ends at approximately 11:59 pm MT on January 8, 2017 ("Countdown Challenge Period"). To participate in the weekly challenges, Contestant's social media profile for the applicable challenge must be publicly viewable.

Contestant's transformation start date begins on January 9, 2017 ("Transformation Start Date") and ends on April 2, 2017 ("Transformation Completion Date"). All final materials must be received on the Transformation Completion Date. In no event will materials be accepted after 11:59 pm MT on April 2, 2017 (the "Contest Period"). To enter the Contest, visit the website www.bodybuilding.com/250k for the official online entry form. Contestant must be, or must register to be, a BodySpace member to participate in the Contest. Membership in BodySpace is free. Contestant must complete all information requested, including but not limited to, Contestant's full legal name; BodySpace username; full address (including apartment number, city, state, province, zip/postal code, and country); daytime, home, and/or mobile telephone numbers; e-mail address; date of birth; and all other information requested, including submission of required photos. Failure of Contestant to correctly complete any portion of the online entry form will result in ineligibility. Any communication regarding the Contest will be sent to the e-mail address on file. It is Contestant's responsibility to notify Sponsor at transform@bodybuilding.com of a change of e-mail address or BodySpace username. All materials submitted become the property of Sponsor and will not be returned. The entry form must be completed by Contestant or their agent. Only one (1) entry per Contestant will be accepted; all preceding entries will be disregarded. False, deceptive, or incomplete entries provided by Contestant shall render the entry ineligible.

Use of any illegal or banned substances to achieve results is prohibited. Contestants may be required to test and/or sign an affidavit verifying that their transformation was achieved without the use of illegal substances.

IMPORTANT NOTICE TO CONTESTANTS: CONTESTANTS ARE RESPONSIBLE FOR DETERMINING THE CORRESPONDING TIME ZONE IN THEIR RESPECTIVE JURISDICTION.

Photo Submission: To enter, Contestant must also submit three (3) "before" photographs in "JPG" (.jpg) format using the instructions provided and depicting: front body view including face; back body view; and body side view. Though not required, ¾ body or full-body pictures are best for showing Contestant's full transformation. The front view must include the present day's newspaper with the date clearly showing or the contest hashtag written or printed. The contest hashtag will be released via the website www.bodybuilding.com/250k on December 26, 2016, when the upload period begins. The newspaper can be dated anytime between December 26, 2016 and January 8, 2017. All "before" photos must be submitted no later than 11:59 pm MT January 8, 2017. Contestant must be clothed in a bathing suit or similar clothing that allows Sponsor to accurately judge Contestant's transformation. Contestants are encouraged to stay active in BodySpace (as further described below) and to use BodySpace tools to enter body fat percent before, during, and after the transformation. Contestant must also submit three (3) "after" photographs with the same requirements as the "before" photographs by no later than 11:59 pm MT on April 2, 2016. Contestants are encouraged to enter body fat percent and weight. Sponsor reserves the right to contact any Contestant who has entered the Contest to request resubmission of one or more of the "before" or "after" photographs (collectively the "Images") or to request that Contestant submit additional Images. Any entries submitted by anyone other than the person appearing in the Images, entries submitted by modeling agencies or similar professionally-produced photographs, or those that have been enhanced or altered will be rejected. Photos should be submitted to the progress section of BodySpace at <http://my.bodybuilding.com/photos/view/type/progress>.

Submission of Images and entry in the Contest constitutes Contestant's consent of Sponsor's use of the Images on Sponsor's websites and associated or affiliated websites, marketing materials, and promotional materials in perpetuity without compensation. Contestant represents and warrants that he or she has all rights to the Images and all materials submitted in connection with the Contest. Contestant grants Sponsor a perpetual, royalty-free, non-exclusive, worldwide license to the Images and any materials submitted in connection with the Contest and Contestant waives any claim it may have under any right of publicity statute for Sponsor's use of the Images. Sponsor will decide, in its sole discretion, whether to accept Contestant's photographs or other materials. Sponsor will not be responsible for any financial reimbursement to the original copyright holder for the right to publish the Images as provided herein. Sponsor will not be held under any obligation to publish a photo credit to the original copyright holder for the publication of an Image. Contestant agrees to hold Sponsor harmless, defend, and indemnify Sponsor from any and all liabilities, loss, claims, or causes of action, including reasonable attorneys' fees and expenses, which may be incurred by Sponsor, arising out of or relating to Contestant's Images or any violation of the Rules.

Winner Selection: Eight (8) Contestants will be selected during the Countdown Challenge Period – four (4) each week – as set forth in these Rules (“Countdown Challenge Winners”); two (2) Contestants – one (1) male and one (1) female – will be selected as the Grand Prize Winners; and twenty-five (25) Contestants will be selected as the finalists, by judges applying the following criteria, in their absolute and sole discretion: (a) physical improvement made to Contestant’s body as evidenced by the “before” and “after” Images as submitted to Bodyspace, and, if submitted, Contestant’s body fat percent and weight statistics; (b) Contestant’s ability to achieve their transformation goals; and (c) Contestant’s use of BodySpace, including but not limited to: updating fit status regularly, tracking workouts, joining the BodyGroup and participating in conversation(s) in the group, adding friends, uploading progress pictures weekly, using the Fitboard, and similar activities. Visitors to the Bodybuilding.com website will choose five (5) winners from the twenty-five (25) finalists by voting for their favorite transformation between April 25, 2017 and May 1, 2017 (“People’s Choice Winner”). All Winners, other than the People’s Choice Winners, will be chosen on or about May 2, 2017. All Winners will be notified by e-mail or telephone on or about May 8, 2017. The judges will consist of Sponsor’s employees qualified to apply the judging criteria, in Sponsor’s sole discretion. YouTube videos will not be used as part of the judging criteria. All decisions of Sponsor are final and binding in all matters related to the Contest. All Winners should be announced on May 8, 2017 on Bodybuilding.com; however, all dates and times for announcing Winners are approximate and may be extended in Sponsor’s sole discretion.

In addition, fifty (50) Weekly Prize Winners will be chosen to win weekly prizes during each week of the Contest and eleven (11) Weekly Grand Prize Winners will be chosen to win weekly grand prizes during the first eleven (11) weeks of the Contest, as further described below. Weekly Challenges will be sent out by Sponsor via e-mail using the e-mail each Contestant used to register for the Contest. The Weekly Prize and Grand Prize Winner Contests will take place across social media channels such as Facebook, Instagram, Twitter, and BodySpace.

All prize and contest winners are collectively referred to herein as “Winners.”

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

One (1) male and one (1) female Contestant will receive the grand prize (“Grand Prize Winners”) of:

- \$100,000 (USD)
- A trip to Boise, Idaho for a photo shoot at the Bodybuilding.com Headquarters

Twenty (20) Countdown to Challenge (10 males and 10 females) winners during the two (2) weeks leading up to the Challenge (December 26, 2016 – January 8, 2017) (“Countdown Winners”) will each receive the following package:

- One “Optimum Nutrition Complete Pack” which includes the following: one (1) 30-serving container of Optimum Nutrition Gold Standard Pre-workout; one (1) 2 lb. tub of Optimum Nutrition Gold Standard Whey; one (1) 28-serving container of Optimum Nutrition Gold Standard BCAAs; one (1) shaker cup; and one (1) set of workout gear, which includes (1) top and one (1) bottom. The approximate retail value (“ARV”) of the Optimum Nutrition Complete Pack is \$126.97 USD - \$151.97 USD depending on apparel chosen.

Five (5) Contestants will receive the people’s choice award (“People’s Choice Winner”) of

- \$10,000 (USD)

Fifty (50) Contestants (25 males and 25 females) (“Weekly Prize Winners”) will receive the following weekly prize packages (“Weekly Prize Package”):

- Week 1 through Week 11 (January 9, 2017 – March 19, 2017): Four (4) Weekly Prize Winners (2 males and 2 females) will receive: one (1) workout apparel top and one (1) 65 serving container of Optimum Nutrition Amino Energy. The ARV of each of the Week 1 through Week 11 Weekly Prize Package is \$34.98 - \$44.98 USD, depending on apparel chosen.
- Week 12 (March 20, 2017 – April 2, 2017): Six (6) Weekly Prize Winners (3 males and 3 females) will receive: One (1) “Optimum Nutrition Complete Pack” which includes the following: one (1) 30-serving container of Optimum Nutrition Gold Standard Pre-workout; one (1) 2 lb. tub of Optimum Nutrition Gold Standard Whey; one (1) 28-serving container of Optimum Nutrition Gold Standard BCAAs; one (1) shaker cup; and one (1) set of workout gear, which includes (1) top and one (1) bottom. Each Week 12 Weekly Prize winner will also receive one (1) pair of Beats® Headphones. The ARV of each Week 12 Weekly Prize is \$326.92 - \$351.92 USD, depending on apparel chosen.

Additionally, for the first eleven (11) weeks of the Contest, one (1) winner each week for the first eleven (11) weeks of the Contest (January 9, 2017 – March 19, 2017) (“Weekly Grand Prize Winners”) will receive the following weekly grand prize package:

- One “Optimum Nutrition Complete Pack” which includes the following: one (1) 30-serving container of Optimum Nutrition Gold Standard Pre-workout; one (1) 2 lb. tub of Optimum Nutrition Gold Standard Whey; one (1) 28-serving container of Optimum Nutrition Gold Standard BCAAs; one (1) shaker cup; and one (1) set of workout gear, which includes (1) top and one (1) bottom. The approximate retail value (“ARV”) of the Optimum Nutrition Complete Pack is \$126.97 USD - \$151.97 USD depending on apparel chosen (“Weekly Grand Prize Package”).

A total of eleven (11) Weekly Grand Prize Packages will be awarded.

In order to be eligible to win a Weekly Prize Package and/or Weekly Grand Prize Package, Contestants must follow the directions provided to them in the weekly emails sent to Contestant by Bodybuilding.com ("Weekly Contests"). All eligible Weekly Contest submissions will be judged by Sponsor, in its sole discretion, and whose decisions are final and binding in all matters relating to the Weekly Contest. Submissions will be judged based on the following criteria: (a) creativity and quality of Contestant's submission and (b) Contestant's compliance with the requirements of each Weekly Contest as set forth in the weekly emails sent to Contestant.

The Weekly Prize Winner Contests will take place across social media channels like Facebook, Instagram, Twitter, and BodySpace. Contestants must have publicly-viewable social media profiles for the applicable challenge and must follow the directions provided to them in the weekly emails to be eligible to win. All eligible submissions will be judged by Sponsor, in its sole discretion, and whose decisions are final and binding in all matters relating to the Contest. Submissions will be judged based on the following criteria: (a) creativity and quality of Contestant's submission and (b) Contestant's compliance with the requirements of each Weekly Prize Winner Contest as set forth in the weekly emails sent to Contestant. Each Weekly Prize Winner will be announced on www.bodybuilding.com/250k the following week.

All prizes – whether monetary or otherwise – are referred to herein as "Prizes."

Money prizes will be awarded in U.S. dollars. Any costs associated with currency exchange are the sole responsibility of the recipient. 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.

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 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 ten (10) business days of attempted notification, such Winner may be disqualified and the prize will be awarded to an alternate winner. Winners will be required to participate in media coverage and/or events at Sponsor's request. Should the Winner be unable or unwilling to fulfill the obligations outlined in the Rules, a substitute winner will be named.

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

Personal Information: Any personal information that Contestants and Winners submit in connection with the Contest will be collected and used by Sponsor and their authorized agents to administer the Contest and award the prizes. Contestant's personal information may also be used to send additional information about Sponsor, their affiliates and licensees, in accordance with applicable law. 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.

Release: 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 Rules; (b) that participation in the Contest is voluntary; (c) Contestant is the age of majority in Contestant's place of residence at the time of entry; (d) Contestant is of sound mind and body and have not been advised otherwise by qualified medical person; (e) Contestant possesses all rights and faculties necessary to execute, deliver and perform this agreement; (f) certifies that Contestant meets all eligibility requirements as set forth in the Rules, which Contestant warrants they have read, understand, and agree to; (g) certifies that all photographs Contestant submits for the Contest will depict only Contestant, will not be altered in any manner whatsoever, will be owned by Contestant and not require the consent of any other third party rights holder; (h) Contestant is fully aware and assume 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; (i) Contestant is fully aware that the results of the Contest are decided by Sponsor in its sole discretion, understands Sponsor's decisions are final and binding in all matters relating to the Contest, and agrees not to contest Sponsor's decisions in all matters relating to the Contest.

Further, Contestant irrevocably grants to Sponsor the right to edit, modify and/or publish and copyright the Images. 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 fitness for a particular purpose.

Disclaimer and Limitation of Liability: By entering, Contestant agrees: (a) to release Sponsor and its agents from all liability, loss, or damage arising out of or relating to the Contest, including with respect to the Contest, interpretation of these Rules, decisions by the judges, and Contestants' acceptance and use/misuse of any Prize; (b) to be bound by these Rules; and (c) that Sponsor, its affiliates and licensees may use Contestant's name(s), likeness, biographical information, social media username, the images, personal information, and statements made by Contestant to Sponsor, the Submission(s) in whole or in part in any and all media for any purpose, including without limitation advertising and promotional purposes, as well as in, or in connection with the Contest and/or other promotions conducted by Sponsor, and information on the entry form for advertising and promotional purposes in all media worldwide without additional compensation. Contestant irrevocably grants to Sponsor the right, in its sole discretion, to edit, composite, morph, scan, duplicate, alter, publish, modify, copyright, or otherwise use each Submission for any purpose which Sponsor deems necessary or desirable (including, without limitation, posting on its Site), and each Contestant irrevocably waives any and all rights Contestant may have therein. 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 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 persons', 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. Contestant agrees proof of entering information at website is not considered proof of delivery or receipt. All dates set forth in these Rules are approximate.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT 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, SUSPEND, WITHDRAW, OR AMEND THE CONTEST FOR ANY REASON.

Governing Law; Jurisdiction: This Contest will be governed by and construed in accordance with the laws of 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 agrees to be bound by any judgment rendered thereby in connection with this Contest, and (ii) irrevocably waives 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.

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