

**2016 Coach Summit**  
**Ticket Terms and Conditions**

The 2016 Team Beachbody Coach Summit ("Summit") will take place in Nashville, Tennessee from July 28, 2016 through July 31, 2016 at the Music City Center, Bridgestone Arena and LP Field. In addition to any other applicable terms and conditions relating to Summit, as may be posted by Beachbody and/or Team Beachbody (collectively with all parent, subsidiary and affiliated companies, "Team Beachbody") at Summit or on their websites, or as otherwise provided by Team Beachbody to you, you agree that your purchase of tickets for general access to Summit ("Tickets") are governed by and subject to these Ticket Terms and Conditions ("Terms and Conditions"). All prices stated herein are in US Dollars.

**1. General Ticket Price:** The general price for each Ticket is Two Hundred Ninety-Five Dollars (\$295.00).

**2. One-Time Payment Tickets:** Team Beachbody is offering special discounts on the \$295.00 price for individuals purchasing Tickets in full, in a single payment, as follows:

- a. **The \$125 Ticket:** If you purchase a Ticket between July 16, 2015 (10:00 pm CST) and July 19, 2015 (11:59 pm ET), you will receive a discount of One Hundred Seventy Dollars (\$170.00) per Ticket, such that the price will be One Hundred Twenty-Five Dollars (\$125.00) per Ticket. Only one (1) \$125 Ticket purchase per person will be allowed. These Tickets are non-transferable—no exceptions.
- b. **The \$150 Ticket:** If you purchase a Ticket between July 20, 2015 (12:00 am ET) and July 26, 2015 (11:59 pm ET), you will receive a discount of One Hundred Forty-Five Dollars (\$145.00) per Ticket, such that the price will be One Hundred Fifty Dollars (\$150.00) per Ticket.
- c. **The \$195 Ticket:** If you purchase a Ticket between July 27, 2015 (12:00 am ET) and January 10, 2016 (11:59 pm ET), you will receive a discount of One Hundred Dollars (\$100.00) per Ticket, such that the price will be One Hundred Ninety-Five Dollars (\$195.00) per Ticket.
- d. **The \$245 Ticket:** If you purchase a Ticket between January 11, 2016 (12:00 am ET) and June 30, 2016 (11:59 pm ET), you will receive a discount of Fifty Dollars (\$50.00) per Ticket, such that the price will be Two Hundred Forty-Five Dollars (\$245.00) per Ticket.

**3. The New Coach Discount Ticket:** An Independent Team Beachbody Coach ("Coach") who enrolls to become a Coach between July 17, 2015 and July 28, 2016 and purchases a Ticket in full, in a single payment within ninety (90) days of his or her initial Coach enrollment date, will be eligible to receive a discount of One Hundred Dollars (\$100.00), such that the Ticket price will be One Hundred Ninety-Five Dollars (\$195.00). The New Coach Discount ticket will not be available for purchase until July 27, 2015 at 12:00am ET. Coaches may use the New Coach Discount to purchase a Ticket at Summit if Summit is within ninety (90) days of his or her enrollment date. Coaches may use the New Coach Discount to purchase only one (1) Ticket—no exceptions. This offer and discount may not be combined with any other offers or promotions. This ticket is non-transferable—no exceptions. New Coaches will either receive the coupon in their New Coach Starter Kit or can contact Coach Relations to validate their coaching status to receive the discount code. Team Beachbody has the right to cancel any Ticket purchased outside of the given terms stated above in its sole discretion.

**4. Additional Ticket Purchases/Ticket Limits:** Individuals may purchase a maximum of one (1) additional One-Time Payment Ticket, subject to availability, as follows:

- a. Between July 20, 2015 (12:00 am ET) and July 26, 2015 (11:59 pm ET), individuals may purchase one (1) additional \$150 Ticket.
- b. Between July 27, 2015 (12:00 am ET) and January 10, 2016 (11:59 pm ET), individuals may purchase one (1) additional \$195 Ticket.
- c. Between January 11, 2016 (12:00 am ET) and June 30, 2016 (11:59 pm ET), individuals may purchase one (1) additional \$245 Ticket.

All pre-paid Ticket codes must be redeemed no later than June 30, 2016 or they will become invalid.

#### 5. Success Starter Promotion Ticket:

- a. Success Starter Promotion Tickets may only be used by the winner of the Ticket. If a Success Starter Promotion Ticket winner has already purchased a Ticket and registered for Summit, he or she may contact Team Beachbody for a refund on their original purchased Ticket.
- b. Success Starter Promotion Tickets must be claimed by the qualifying Coach within four (4) weeks of the qualifying Coach's receipt of the code. Tickets unclaimed within those dates will be voided. No exceptions will be made once a Ticket has been voided.
- c. Success Starter Promotion Tickets have no monetary value and cannot be transferred, gifted, or sold, regardless of whether or not the code has been redeemed. No exceptions.

#### 6. Cancellation/Refund Policy:

- a. **\$125 Tickets** are not refundable after December 31, 2015 (at 11:59 pm ET). If you cancel your \$125 Ticket at any time on or prior to December 31, 2015 you will be refunded the amount you have paid less Twenty-Five Dollars (\$25.00) per Ticket for processing fees. These tickets are non-transferable from time of purchase. No exceptions.
- b. **One-Time Payment Tickets (\$150 Ticket, \$195 Ticket and \$245 Ticket)** are not refundable after June 30, 2016 (at 11:59 pm ET). If you cancel your Ticket(s) at any time on or prior to June 30, 2016 you will be refunded the amount you have paid less Twenty-Five Dollars (\$25.00) per Ticket for processing fees.
- c. **New Coach Discount Tickets** are not refundable after June 30, 2016 (at 11:59 pm ET). If you cancel your Ticket(s) at any time on or prior to June 30, 2016 you will be refunded the amount you have paid less Twenty-Five Dollars (\$25.00) per Ticket for processing fees. These tickets are non-transferable from time of purchase. No exceptions.
- d. **Success Starter Promotion Tickets** can be canceled at any time prior to June 30, 2016 (at 11:59 pm ET). If a Success Starter Promotion Ticket winner has already purchased a Ticket and registered for Summit, he or she may contact Team Beachbody for a refund on their original purchased Ticket. No other type of refund will be processed.

**7. Transfer Policy:** A Ticket may only be "transferred" after it has been registered on the RegOnline system. A transfer applies when a Ticket registration is changed from one person's name to a different person's name. Regardless of whether the Ticket is being gifted or sold, any change of user is considered a Transfer. A Ticket may only be transferred a total of one (1) time; if you are a Ticket transferee, you may not transfer that same Ticket to another individual thereafter. All money will be handled between the original purchaser of the Ticket and the transferee. No money will be exchanged by or through Team Beachbody. It is the responsibility of the original purchaser to find a transferee. Tickets may not be sold at a price greater than the original Ticket price.

- a. **The \$125 Ticket Transfer:** These Tickets are non-transferable from time of purchase—no exceptions.
- b. **One-Time Payment Ticket Transfers (\$150 Ticket, \$195 Ticket, and \$245 Ticket):** To transfer your Single Ticket to another individual, your formal request for transfer must occur no later than June 30, 2016, and the individual to whom you are transferring the Ticket must agree to be bound by these Terms and Conditions. If all of those requirements are met, you must submit a request to transfer your Ticket to Team Beachbody for approval by e-mailing your transfer request and the name of the intended transferee to [Events@Beachbody.com](mailto:Events@Beachbody.com). If your Ticket transfer request is approved, Team Beachbody will assist you with the transfer process. A Ticket may only be transferred a total of one (1) time; if you are a Ticket transferee, you may not transfer that same Ticket to another individual thereafter.
- c. **New Coach Discount Ticket Transfer:** These Tickets are non-transferable from time of purchase—no exceptions.
- d. **Success Starter Promotion Ticket Transfer:** These Tickets and the codes used to claim these Tickets are non-transferable. Team Beachbody reserves the right to cancel anyone who has used a Success Starter Promotion Ticket Code that was not assigned specifically to them. All codes must be claimed by the qualifying Coach within four (4) weeks of the qualifying Coach's receipt of the code. Tickets unclaimed within those dates will be voided.

**8. Wait List Policy/Pricing:** If you are on the Wait List and a registration space becomes available, you will receive an email notification from Team Beachbody informing you of this availability. This email will contain a unique link

to the Summit registration page. You will then have one (1) week, or One Hundred Sixty-Eight (168) hours, from the time the email is sent by Team Beachbody to click on the link and register for Summit, using the same information you provided to enter onto the Wait List. If you choose to waive this registration opportunity or you fail to register within the time limit specified above, then you will no longer be able to claim the available registration space and it will be offered to the next individual on the Wait List—no exceptions. All Wait List submissions are added in the order they are received. Ticket options and pricing will be based on the date you entered onto the Wait List (for example, if you enter onto the Wait List on July 22, 2015, then subject to these Terms and Conditions you would be eligible to purchase the \$150 Ticket).

**9. General:** All Summit Tickets are subject to availability. Age Limitation: Individuals under the age of twenty-one (21) are generally welcome to attend Summit; however, they may not be able to attend all Summit functions depending on the specific location of and/or activities involved in such functions, or any policies or requirements of the Hotel, Summit function venue, or Team Beachbody that may apply.

Additional Items/Track Registration: Additional items for Summit 2016 will be available for purchase during Summit 2016 Track Registration at a later date to be determined. Purchases made during this separate Track Registration are fully refundable until June 30, 2016 —no refunds will be issued after that date, no exceptions. Additional items purchased during Track Registration are non-transferable — no exceptions. So, if you transfer your Summit 2016 Ticket, your Summit 2016 Track Registration will be cancelled and refunded in full (if such cancellation occurs no later than June 30, 2016) and will not be transferred with your Summit 2016 Ticket.

Governing Law: These Terms and Conditions are governed by and construed in accordance with the laws of the State of California, without giving effect to any choice of law or conflict of law rules. Any action relating to the purchase of Tickets and/or these Terms and Conditions shall exclusively be brought in Los Angeles, California, and the purchaser or holder of any Ticket irrevocably consents to the jurisdiction of the State and Federal courts located in Los Angeles, California for such purposes, and waives any objections or defenses based on lack of jurisdiction (personal or subject matter), inconvenience of the forum and the like. **Except where prohibited, the purchaser and/or holder of any Ticket hereby agrees that any claims, disputes, or actions of any kind relating to the purchase of Tickets and/or these Terms and Conditions shall be resolved individually, without resort to any form of class action, and waives all rights to claim indirect, punitive, incidental, or consequential damages, and/or multipliers of damages and any other damages. The purchaser and/or holder of any Ticket and Team Beachbody 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 purchase of Tickets and/or these Terms and Conditions. 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 or arise out of the purchase of Tickets and/or these Terms and Conditions, 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 Terms and Conditions may be filed as written consent to a trial by court.** If any part of these Terms and Conditions is declared invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity of the balance of these Terms and Conditions. The failure by Team Beachbody to enforce any provision in these Terms and Conditions shall not constitute a waiver of that provision or of any other provision herein. These Terms and Conditions constitute the complete and exclusive understanding and statement of agreement between the purchaser and/or the holder of a Ticket and Team Beachbody relating to the subject matter hereof, and supersede all prior or contemporaneous agreements or understandings, written or oral, relating to the subject matter herein.

Further Terms and Conditions Relating to Summit: The purchaser and/or holder of a Ticket recognizes that he/she will be subject to further terms and conditions relating to Summit, his/her attendance at Summit, and his/her participation in any of the functions at Summit. Such terms and conditions will at a minimum require attendees and participants to agree to a publicity release, liability release, and a further waiver regarding Summit, among other things.

Terms and Conditions and Summit Modifications: Team Beachbody reserves the right in its sole discretion to modify or discontinue the discount and payment plan relating to the Tickets and/or any other portion of these Terms and Conditions at any time. The terms that are in effect at the time of your signing up to purchase Tickets

will determine your eligibility to participate in the offers in these Terms and Conditions. Team Beachbody further reserves the right to cancel, suspend, and/or modify Summit, or any part of thereof, for any or no reason, including due to force majeure (including an act of terror or war), financial constraints, or any factor beyond Team Beachbody's reasonable control, as determined by Team Beachbody in its sole discretion.

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