

2015 Coach Summit
Ticket Terms and Conditions

The 2015 Team Beachbody Coach Summit ("Summit") will take place in Nashville, Tennessee from July 16, 2015 through July 19, 2015 at the Music City Center and Bridgestone Arena. 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. Single Ticket One-Time Payment Options: 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 Never Give Up Summit Special Ticket:** If you purchase a Ticket between June 19, 2014 (7:00 pm ET) and June 22, 2014 (11:59 pm ET), you will receive a discount of One Hundred Ninety-Six Dollars (\$196.00) per Ticket, such that the price will be Ninety-Nine Dollars (\$99.00) per Ticket. Only one (1) Never Give Up Summit Special Ticket purchase per person will be allowed. These Tickets are non-transferable—no exceptions.
- b. **The Hall of Fame Ticket:** If you purchase a Ticket between June 23, 2014 (12:00 am ET) and July 31, 2014 (11:59 pm ET), you will receive a discount of One Hundred Twenty Dollars (\$120.00) per Ticket, such that the price will be One Hundred Seventy-Five Dollars (\$175.00) per Ticket.
- c. **The Heart & Soul Ticket:** If you purchase a Ticket between August 1, 2014 (12:00 am ET) and December 31, 2014 (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 Beachbody Bluegrass Ticket:** If you purchase a Ticket between January 1, 2015 (12:00 am ET) and June 30, 2015 (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. Single General Ticket Payment Plan Option: If you purchase a Payment Plan Ticket, you will receive a discount of Twenty-Five Dollars (\$25.00) off the general price of \$295.00, such that the price will be Two Hundred Seventy Dollars (\$270.00). You may purchase only one (1) Payment Plan Ticket by taking advantage of the following payment plan and discount:

Payment Plan Schedule: You will pay for your Ticket as follows: Fifty-Four Dollars (\$54.00) immediately upon signing up to purchase, with the remaining Two Hundred Sixteen Dollars (\$216.00) to be paid in four (4) equal and consecutive monthly installments of Fifty-Four Dollars (\$54.00) each.

- The first monthly installment payment will be due on the fifteenth day of the month immediately following the sign up date. For example, if you were to sign up to purchase a Ticket under the Payment Plan on August 31, 2012, you would pay Fifty-Four Dollars (\$54.00) on the day you signed up (August 31), as well as Fifty-Four Dollars (\$54.00) on each of September 15, October 15, November 15, and December 15.

Availability: This offer expires on January 31, 2015 at 11:59 p.m. ET.

All Tickets purchased using the payment plan option must be paid for in full no later than June 30, 2015. If you miss or do not make any monthly payment under the payment plan, it will promptly be treated by Team Beachbody as a cancellation of the Ticket pursuant to Section 7 below.

4. The New Coach Discount Ticket: An Independent Team Beachbody Coach ("Coach") who enrolls to become a Coach between June 19, 2014 and July 16, 2015 and purchases a Ticket in full, in a single payment within ninety (90) days of his or her 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). 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 not eligible to be transferred to anyone other than to a New Coach who is within ninety (90) days of his or her Coach enrollment date at the time of transfer. New Coaches will either receive the coupon in their Starter Kit or can contact Coach Relations to validate their coaching status to receive the discount code. Beachbody has the right to cancel any Ticket purchased outside of the given terms stated above in its sole discretion.

5. Additional Ticket Purchases/Ticket Limits: A Coach may purchase a maximum of five (5) Tickets. However, the Never Give Up Summit Special set forth in Section 2a may only be used to purchase one (1) Ticket, the Payment Plan Option set forth in Section 3 above may only be used to purchase one (1) Ticket, and the New Coach Discount set forth in Section 4 may only be used to purchase one (1) Ticket. All codes associated with additional Tickets must be claimed no later than June 30, 2015. There are no additional discounts for bulk or volume purchases of Tickets. Any transfer or assigning of Tickets must be done pursuant to Section 8, below.

6. Success Starter Promotion Ticket:

- Success Starter Promotion Tickets may only be used by the winner of the Ticket. If a Success Starter Promotion Ticket winner has already registered for Summit, he or she may contact Team Beachbody for a refund on their original purchased Ticket.
- Success Starter Promotion Tickets cannot be transferred or gifted, regardless of whether or not the code has been redeemed. No exceptions.
- These Tickets must be claimed by the qualifying Coach within the valid dates of the Ticket. Tickets that remain unclaimed following the qualifying dates will be voided. No exceptions will be made once a Ticket has been voided.
- These Tickets have no monetary value and cannot be sold.

7. Cancellation/Refund Policy:

- Never Give Up Summit Special Tickets are not refundable after January 31, 2015. If you cancel your Ticket(s) at any time on or prior to January 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. No exceptions.
- Single Ticket Payment Plan Tickets are not refundable after June 30, 2015. If you cancel your Ticket(s) at any time on or prior to June 30, 2015 you will be refunded the amount you have paid less Twenty-Five Dollars (\$25.00) per Ticket for processing fees.
- New Coach Discount Tickets are not refundable after June 30, 2015. If you cancel your Ticket(s) at any time on or prior to June 30, 2015 you will be refunded the amount you have paid less Twenty-Five Dollars (\$25.00) per Ticket for processing fees.
- Success Starter Promotion Tickets can be canceled at any time prior to June 30, 2015. If a Success Starter Promotion Ticket winner has already registered for Summit, he or she may contact Team Beachbody for a refund on their original purchased Ticket.

8. Transfer Policy: A Ticket may only be “transferred” after it has been registered on the RegOnline system. If you have already registered for Summit and then purchase or win a new Ticket, do not redeem the new code(s) to register yourself as you are already registered. Unredeemed codes cannot be transferred and should instead be sent/gifted directly to your guest so they may redeem the code(s) and complete the registration process themselves. 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 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.

- Never Give Up Summit Special Ticket Transfer: These tickets are non-transferable—no exceptions.
- Single Ticket One-Time Payment Transfers: To transfer your Single Ticket to another individual, your Ticket must be paid for in full at the time it is transferred, the transfer must occur no later than June 30, 2015, 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@TeamBeachbody.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.
- Single Ticket Payment Plan Transfers: To transfer your Single Ticket to another individual, your Ticket must be paid for in full at the time it is transferred, the transfer must occur no later than June 30, 2015, 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@TeamBeachbody.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.
- New Coach Discount Ticket Transfer: To transfer your Single Ticket to another individual, your Ticket must be paid for in full at the time it is transferred, the transfer must occur no later than June 30, 2015, and the individual to whom you are transferring the Ticket must agree to be bound by these Terms and Conditions. This ticket is not eligible to be transferred to anyone other than a new Coach within ninety (90) days of his or her Coach enrollment date, at the time of transfer. 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@TeamBeachbody.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.

- **Success Starter Promotion Ticket Transfer:** These tickets are non-transferable and cannot be gifted. No exceptions.

9. General: 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.

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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