

2014 Coach Summit
Ticket Terms and Conditions

The 2014 Team Beachbody Coach Summit ("Summit") will take place in Las Vegas, Nevada, from June 19, 2014 through June 22, 2014 at the MGM Grand Hotel and Casino ("Hotel"). 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. Ticket Price: The general price for each Ticket is Two Hundred Ninety-Five Dollars (\$295.00).

2. Dream Big Summit Package: Team Beachbody is offering a special Dream Big Summit Package that includes two (2) Tickets, and three (3) nights (June 19, 20, and 21, 2014) lodging in one (1) standard room at the Hotel for each purchaser and one (1) guest during Summit ("Dream Big Package") for individuals who purchase the Dream Big Package in full, in a single payment, as follows:

- **Availability:** The Dream Big Package is only available for purchase between June 19, 2013 (12:00 am Eastern Time ("ET")) and June 23, 2013 (11:59 pm ET).
- **Price:** The price of the Dream Big Package is Five Hundred Seventy-Five Dollars (\$575.00).
- **Refunds:** The Dream Big Package is not refundable after August 6, 2013 (11:59 pm ET). Any cancellation on or prior to August 6, 2013 is subject to a Fifty Dollar (\$50.00) processing fee.
- **General Terms:** Each purchaser's guest will receive a guest code that must be redeemed on or before May 31, 2014; unredeemed guest codes will be voided and may not be used thereafter. Each purchaser's guest must properly register to attend Summit prior to Summit. The price of the Dream Big Package includes the room rate for one (1) standard room at the Hotel (not applicable at The Signature at MGM Grand) and any applicable taxes and Hotel fees. All other expenses or costs (such as additional room nights, upgrades, incidental costs, room service, travel, etc.) are the sole responsibility of each purchaser and his or her guest.

3. One-Time Payment Ticket Discounts: 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 "Bring It!®" Ticket:** If you purchase a Ticket between June 19, 2013 (12:00 am ET) and July 7, 2013 (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.
- b. **The "Push!" Ticket:** If you purchase a Ticket between July 8, 2013 (12:00 am ET) and December 31, 2013 (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.
- c. **The "Dig Deeper®!" Ticket:** If you purchase a Ticket between January 1, 2014 (12:00 am ET) and May 31, 2014 (11:59 pm ET), you will receive a discount of Twenty-Five Dollars (\$25.00) per Ticket, such that the price will be Two Hundred Seventy Dollars (\$270.00) per Ticket.

4. Payment Plan Option: You may purchase only one (1) Ticket by taking advantage of the following payment plan and discount:

- **Discount:** You will receive a discount of Twenty-Five Dollars (\$25.00) per Ticket, such that the price will be Two Hundred Seventy Dollars (\$270.00) per Ticket.
- **Payment 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. Monthly payments are due on the same date of the month as which you originally registered. For example, if you were to sign up to purchase a Ticket under the Payment Plan on August 12, 2014, you would pay Fifty-Four Dollars

(\$54.00) on that day, followed by Fifty-Four Dollars (\$54.00) on September 12, October 12, November 12, and December 12.

- **Availability:** This offer expires on January 31, 2014 at 11:59 p.m. ET.

All Tickets purchased using the payment plan option must be paid for in full no later than May 15, 2014. If you miss or do not make a monthly payment under the payment plan, it will be treated by Team Beachbody as a cancellation of the Ticket pursuant to Section 7 below.

5. New Coach Discount: An Independent Team Beachbody Coach ("Coach") who enrolls to become a Coach between June 19, 2013 and June 22, 2014, 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. This offer and discount may not be combined with any other offers or promotions.

6. Group Tickets/Ticket Limits: A Coach may purchase a maximum of ten (10) Tickets. However, the payment plan option set forth in Section 4 above may not be used to purchase more than one (1) Ticket, and the New Coach Discount set forth in Section 5 may only be used to purchase one (1) Ticket. 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.

7. Cancellation Policy: Single Tickets are not refundable after April 30, 2014. If you cancel your Ticket(s) at any time on or prior to April 30, 2014, you will be refunded the amounts you have paid less Twenty-Five Dollars (\$25.00) per Ticket for processing fees. The Dream Big Package is not refundable after August 6, 2013. If you cancel your Dream Big Package at any time on or prior to August 6, 2013, you will be refunded the amounts you have paid less Fifty Dollars (\$50.00) for processing fees. To cancel and request a refund, please email SummitPayments@Beachbody.com.

8. Transfer Policy:

- **Ticket Transfers:** To transfer your 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 May 31, 2014, 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.

- **Package Transfers:** You may transfer the Dream Big Package ("Package") to another individual, but only if the entire Package (Tickets and Hotel room) is transferred to that same individual (i.e., you may not transfer your Ticket to one person, and the Hotel room to another person). In addition, to transfer your Package to another individual, the transfer must occur no later than May 31, 2014, and the individual to whom the Package is transferred (and his or her guest) must agree to be bound by these Terms and Conditions. If those requirements are met, you must submit a request to transfer your Package to Team Beachbody for approval by e-mailing your transfer request and the name of the intended transferee to Events@TeamBeachbody.com. If your Package transfer request is approved, Team Beachbody will assist you with the transfer process. If you transfer your Package, your guest will also be removed from all Summit registration lists. The transferee's guest will receive a guest code that must be redeemed on or before May 31, 2014; unredeemed guest codes will be voided and may not be used thereafter. Limit one (1) transfer per Package. For clarification purposes, a Package may only be transferred a total of one (1) time; if you are a Package transferee, you may not transfer that same Package to another individual thereafter.

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 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.