



2020 Team Beachbody Coach Summit
Ticket Terms and Conditions

All prices and dollar amounts stated herein, such as registration fees, and reward and refund amounts, are in U.S. dollars unless expressly stated otherwise. For those residing in Canada and the United Kingdom, all prices will be charged at the U.S. dollar amount, which will be converted by your bank or card issuer to your local currency at the then-current exchange rate. Note: you may also incur foreign transaction fees. Please check with your bank or card issuer for more information.

The 2020 Team Beachbody Coach Summit ("Summit") will take place in New Orleans, Louisiana, from July 16, 2020 through July 19, 2020 at the Ernest N. Morial Convention Center and Mercedes Benz Superdome. 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 a ticket for general access to Summit ("Ticket") is governed by and subject to these Ticket Terms and Conditions ("Terms and Conditions").

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

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

- a. **The Summit Special \$125 Ticket:** If you purchase a Ticket between July 12, 2019 (9:00 am Pacific Time ("PT")) and July 15, 2019 (11:59 pm PT), you will receive a discount of One Hundred Seventy Dollars (\$170.00) off the general price of \$295.00, such that the price will be One Hundred Twenty-Five Dollars (\$125). Only one (1) Summit Special \$125 Ticket purchase per person will be allowed. These Tickets are non-refundable and non-transferable. No exceptions.
- b. **The \$225 Ticket:** If you purchase a Ticket between July 12, 2019 (9:00 am PT) and June 19, 2020 (11:59 pm PT), you will receive a discount of Seventy Dollars (\$70.00) off the general price of \$295.00, such that the price will be Two Hundred Twenty-Five Dollars (\$225). Only one (1) \$225 Ticket purchase per person will be allowed. These Tickets are transferable up until and including May 22, 2020.
- c. **The \$150 Ticket:** If you purchase a Ticket between July 16, 2019 (12:00 am PT) and July 28, 2019 (11:59 pm PT), you will receive a discount of One Hundred Forty-Five Dollars (\$145) off the general price of \$295.00, such that the price will be One Hundred Fifty Dollars (\$150). Only one (1) \$150 Ticket purchase per person will be allowed. These Tickets are non-refundable and non-transferable. No exceptions.
- d. **Promotional Tickets:** Team Beachbody may offer potential promotional Tickets at discounted rates at any time. If offered, each promotional Ticket type will not be refundable or transferable under any circumstances – no exceptions.

3. The New Coach Discount Ticket: An Independent Team Beachbody Coach ("Coach") who completes enrollment to become a Coach between July 4, 2019 and June 19, 2020 and purchases a Ticket in full, in a single payment, and within one hundred and eighty (180) days of his or her initial Coach enrollment date, will be eligible to receive a discount of One Hundred Fifty Dollars (\$150.00) off the general price of \$295.00, such that the Ticket price will be One Hundred Forty-Five Dollars (\$145.00). The New Coach Discount Ticket will be available for purchase beginning July 12, 2019 at 9:00 am PT. Coaches may use the New Coach Discount to purchase a Ticket on-site at Summit if Summit is within one hundred and eighty (180) days of his or her enrollment date, subject to availability. 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. New Coaches will either receive the discount code 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 terms stated above in its sole discretion. These Tickets are non-refundable and non-transferable. No exceptions.

4. Success Starter Promotional Ticket ("Promotional Ticket"):

- a. Promotional Tickets may only be claimed and used by a qualifying Coach. If a Promotional Ticket qualifier has already purchased a Ticket and registered for Summit prior to qualifying for a Promotional Ticket, then the amount of the original purchased Ticket will automatically be refunded within sixty (60) days and the Ticket status will be updated to reflect the Promotional Ticket status. Promotional Ticket qualifiers should contact events@beachbody.com with any questions about Ticket status updates or refunds.
- b. Promotional Tickets must be claimed by the qualifying Coach within 30 days of Team Beachbody's issuance of the claim code; Tickets that remain unclaimed at the end of this time period will be voided. No exceptions will be made once a Ticket has been voided.
- c. The Success Starter Promotional Ticket has no monetary value and cannot be transferred, gifted, or sold, regardless of whether or not the claim code has been redeemed. No exceptions.

5. Cancellation/Refund Policy: All formal requests to cancel a Ticket must be submitted in writing no later than June 19, 2020 unless otherwise stated below. To request to cancel a Ticket, you must complete the Cancellation Request Form accessible at: <https://tbbcoa.ch/cs2020cancel>. If your Ticket cancellation request is approved, Team Beachbody will assist you with the cancellation and refund process by contacting you at the email address you provide. Ticket cancellation and refund requests will only be honored in accordance with these terms. Once the cancellation deadline has passed, a Ticket may not be cancelled for any reason or under any circumstances, including, without limitation, death of a family member, pregnancy, unique medical conditions, or schedule conflicts.

- a) **Summit Special \$125 Tickets** are not refundable at any time, regardless of when purchased—no exceptions.
- b) **\$225 Tickets** are not refundable after June 19, 2020 (at 11:59 pm PT). If you cancel your Ticket at any time on or prior to June 19, 2020 you will be refunded the amount you have paid less Twenty-Five Dollars (\$25.00) per Ticket for processing fees. These Tickets are transferrable up until and including May 22, 2020.
- c) **\$150 Tickets** are not refundable at any time, regardless of when purchased—no exceptions.
- d) **New Coach Discount Tickets** are not refundable at any time, regardless of when purchased—no exceptions.
- e) **Success Starter Promotion Tickets** may be canceled at any time prior to June 19, 2020 at 11:59 pm PT. If a Success Starter Promotion Ticket qualifier has already purchased a Ticket and registered for Summit, he or she may contact events@beachbody.com for a refund on their original purchased Ticket. No other type of refund will be processed. These Tickets and the codes used to claim these Tickets are non-transferable. No exceptions.

6. Transfer Policy: A Ticket may only be “transferred” after it has been registered on the Swoogo 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. All formal requests to transfer a Ticket must be submitted no later than May 22, 2020. Once a Ticket has been transferred, it is no longer refundable.

- a. **Summit Special \$125 Ticket, \$150 Ticket and New Coach Discount Transfers:** These Tickets are non-transferable from time of purchase—no exceptions.
- b. **\$225 Ticket Transfers:** To transfer this Ticket to another individual, your formal request for transfer must be submitted no later than May 22, 2020, and the individual to whom you are transferring the Ticket must agree to and will 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 completing the Transfer Request Form accessible at: <https://tbbcoa.ch/cs2020transfer>. If your Ticket transfer request is approved, Team Beachbody will assist you with the transfer process by contacting you and the Ticket transferee at the email addresses you provide. 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. **Success Starter Promotion Ticket Transfer:** These Tickets and their claim codes may not be transferred, gifted, or sold. Team Beachbody reserves the right to void and refuse admittance to anyone who has used a Success Starter Promotion Ticket code that was not assigned specifically to them. All Success Starter Promotion Ticket codes must be claimed by the qualifying Coach within 30 days of Team Beachbody's issuance of the claim code; Tickets that remain unclaimed at the end of this time period will be voided. No exceptions will be made once a Ticket has been voided.

7. Wait List Policy/Pricing: If you are on the Wait List and a registration space becomes available, you will receive an email notification from events@beachbody.com informing you of this availability. This email will contain a unique link to the Summit 2020 registration page. You will then have seventy-two (72) hours from the time the email is sent by events@beachbody.com 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 August 9, 2019, then subject to these Terms and Conditions you would be eligible to purchase the \$225 Ticket).

8. General: All Tickets are subject to availability. Each Ticket (including the Ticket types listed above as well as any other Tickets Team Beachbody may offer at any time, such as through promotions or other incentives) is subject to the restrictions applicable to that particular Ticket type, including but not limited to restrictions on transfers, exchanges, cancellations, and refunds as set forth herein or as otherwise communicated by Team Beachbody. In the event a Summit attendee engages in behavior that, as determined by Team Beachbody in its sole discretion, is inappropriate or threatening, illegal, or intended to abuse, threaten or harass any other person, Team Beachbody reserves the right to refuse the Summit attendee admission to Summit and/or any related Summit event with no further obligation. In the event a Summit attendee engages in behavior during Summit that is illegal, tortious, or subjects the Summit attendee to arrest or detention, Team Beachbody shall have no obligation to pay any damages, fees, fines, judgments or other costs or expenses of any kind whatsoever incurred by the Summit attendee as a result of such conduct. Team Beachbody has the right to void any Ticket purchased or transferred in violation of these Ticket Terms and Conditions in its sole discretion.

Age Restriction: 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. Individuals under the age of 18 are not permitted to attend Summit workouts or the Superworkout.

Additional Items/Selection Registration: Additional items for Summit 2020 may be available for purchase during Summit 2020 Selection Registration at a later date to be determined. Purchases made during this separate Selection Registration are fully refundable up until and including June 19, 2020—no refunds will be issued after that date, no exceptions. Additional items purchased during Selection Registration are non-transferable and will be cancelled upon Ticket transfer. For example, if you transfer your Summit 2020 Ticket, your Summit 2020 Selection Registration will be cancelled and refunded in full (if such cancellation occurs no later than June 19, 2020; otherwise, no refund will be issued) and will not be transferred with your Summit 2020 Ticket.

Dispute Resolution: The dispute resolution terms in Section 9 of the Beachbody Terms and Conditions apply to each Ticket and to Summit, your attendance at Summit, and your participation in any of the functions at Summit. For U.S. and Canada residents, these terms additionally include binding individual arbitration and waiver of class actions and class arbitration terms. For U.S. residents, those terms may be found [here](#); for residents of Canada, those terms may be found [here](#); for UK residents, those terms may be found [here](#).

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. To the maximum extent permitted by applicable law, 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 a Ticket 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.

Release and Limitation of Liability: By purchasing a Ticket and/or attending Summit, you agree to release and hold harmless Beachbody, Team Beachbody, and their respective subsidiaries, affiliates, officers, directors, employees, agents and insurers (collectively, the "Released Parties") from and against any claim, loss, damage, cause of action, cost or expense (collectively, "Claim"), including but not limited to, any Claim arising out of any injury (including death) to you or any other party, and any other personal or property damage, or for damage to or loss of property or privacy arising out of your attendance and participation in Summit.

BY PURCHASING A TICKET AND/OR ATTENDING SUMMIT, YOU AGREE THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, AND IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE, OR ENHANCED DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR ATTENDANCE AT SUMMIT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT BEACHBODY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. YOU AGREE THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY REMEDY IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. WITHOUT LIMITING THE FOREGOING, BEACHBODY'S TOTAL CUMULATIVE LIABILITY TO YOU FOR ANY CLAIMS, JUDGMENTS AND/OR AWARDS ARISING OUT OF YOUR PURCHASE OF A TICKET OR ATTENDING SUMMIT, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED, WILL BE LIMITED TO AND WILL NOT EXCEED USD \$295.00.

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