

# MOVE FOR A BETTER WORLD CHALLENGE

## 2015 OFFICIAL RULES

<b>THE CHALLENGE</b>	<p>Technogym® wants to promote public awareness of the importance of physical activity in primary and secondary education. To that end, Technogym is launching a competition (“<b>Challenge</b>”) between fitness clubs (“<b>Clubs</b>”) located in the United States equipped with Technogym machines (“<b>Machines</b>”) connected to the mywellnesscloud® platform (“<b>mywellness Platform</b>”) and running the Challenge professional application (“<b>Challenge App</b>”). The Challenge will begin at 8:00 a.m. EST on March 2, 2015 (“<b>Start Date</b>”) and end at 11:59 p.m. EST on March 22, 2015 (“<b>Closing Date</b>”). Clubs participating in the Challenge will use the Challenge App in the mywellness Platform to record the total number of <b>MOVES</b> (the measurement unit for movement adopted by Technogym) performed by their participating members during the Challenge. The Club in the United States with the greatest number of overall MOVES recorded will be declared the winner of the Challenge (“<b>Winner</b>”). Technogym will award a <b>First Prize</b>, in the name of the Winner, to one school (educational institution of any level, excluding universities and other post secondary institutions) selected by the Winner at the start of the Challenge (“<b>School</b>”) and award a <b>Second</b> and <b>Third Prize</b> to two qualified health and fitness related charities selected by each of the two Clubs in the United States that have recorded the next most MOVES (over 1 million) (“<b>First Runner-Up</b>” and “<b>Second Runner-Up</b>”) (collectively, the “<b>Prize Winners</b>”). The <b>First Prize</b> and the <b>Second</b> and <b>Third Prizes</b> (collectively, the “<b>Prizes</b>”) will be awarded by May 31, 2015 (“<b>Award Date</b>”) to (collectively, the “<b>Prize Recipients</b>”).</p>
<b>CHALLENGE RULES</b>	<p><b>NO PURCHASE NECESSARY TO ENTER OR WIN. The Challenge is governed by these Official Rules, and is subject to all applicable U.S. federal, state and local laws. Void where prohibited by law or regulation.</b></p>
<b>WHO’S ELIGIBLE TO PARTICIPATE</b>	<p><b>Clubs:</b> In order to participate in the Challenge, a Club must be located in the United States and equipped with the mywellness Platform and Challenge professional App and must satisfy each of the following as of the Sign-Up Deadline:</p> <ul style="list-style-type: none"> <li>• be equipped with Technogym Machines capable of communicating MOVES to the mywellness Platform via internet connection, or via a Technogym device (the Technogym Key or mywellness key) when it is used with a mywellness Cloud kiosk (Unity Self or Visio Self), and</li> <li>• have installed and be running the CHALLENGE professional App (with the express exclusion of Challenge modules supported by the Wellness Sytem® Software).</li> </ul> <p>In addition, the Club must meet <b>all</b> of the following:</p> <ul style="list-style-type: none"> <li>• register to participate in the Challenge at <a href="http://www.technogym.com/us/letsmove">www.technogym.com/us/letsmove</a> and set up a mywellness cloud professional account including activation of the Challenge App by 11:59 p.m. EST on February 20, 2015 (“<b>Sign-Up Deadline</b>”), and</li> <li>• prominently display these <b>Official Rules</b> at the Club together with the <b>Member Consent</b>, and</li> <li>• notify all Club members seeking to participate in the Challenge that they may only do so if they agree to the terms of the Participant Consent and that, by activating the “Let’s Move for a Better World” option on Club’s Challenge App to sign up for the Challenge, they are agreeing to the terms of the Participant Consent and these Official Rules, and designate one school to receive the First Prize, if the Club is the Challenge Winner, and</li> <li>• designate one health related charity to receive the Second and Third Prize, if the Club is a Runner-up.</li> </ul>

# MOVE FOR A BETTER WORLD CHALLENGE

## 2015 OFFICIAL RULES

Club's that are affiliated with other Clubs as part of a chain or other group may register and take part in the Challenge only as individual Clubs; not as part of the group. To be eligible each Club must register separately. Only the person designated as the "**Facility Director**" for the Club may register the Club to participate in the Challenge.

**Members:** In order to participate in the Challenge on behalf of a Club registered to participate in the Challenge (participating Clubs will listed at "club finder" at the [www.technogym.com/us/letsmove](http://www.technogym.com/us/letsmove) website), the Club must first confirm that the participant is an enrolled member of the Club and:

- is a legal resident of the United States, and
- is at least 18 years of age or, if under 18, the Club must have obtained written consent from the participant's parent(s) or guardian(s) and
- have the participant sign or agree in writing to the terms of the Participant Consent.

Once the Club has confirmed the participant is eligible to participate in the Challenge, the participant must sign-up activating the Challenge function and selecting "Let's Move for a Better World" from either a Machine at the Club connected to the mywellness Platform or by entering a mywellness key into one of the Club's mywellness Cloud kiosks. In order for the participant's MOVEs to be counted toward the Club's total, the participant must train on one of the Club Machines using the Club's Challenge App.

**Prize Recipients:** A Prize Recipient must meet the below requirements to be eligible to receive a Prize. In addition, as a condition to being awarded the Prize, the Prize Recipient designated by the Prize Winner must complete, sign and deliver the **School Prize Acceptance Affidavit and Release Form** (or similar release for the Qualified Charity) to the Prize Winner. The Prize Recipient must also obtain and deliver to the Prize Winner a Participant Consent from each student, parent or teacher (or Charity representative, employee, contributor, member or beneficiary of the Charity) participating in the Prize award ceremony or using the Technogym equipment in training provided by Technogym as part of the Prize. The Club must deliver the completed and signed forms to Technogym before the Prize will be awarded and failure to do so will disqualify the Prize Recipient.

- **Schools:** In order to be eligible to receive the Prize, a school must be designated by the Winner at the time the Winner registers to participate in the Challenge and be located in the same city or within 30 miles of the Winner. The Prize is only awarded to one school and may not be split between one or more schools. Universities, colleges, academies, seminaries, institutes of technology, professional or trade schools or other post secondary institutions are not eligible to participate.
- **Qualified Health and Fitness Charities:** In order to be eligible to receive a Runner-Up Prize, a charity must be designated by a Runner-Up Club at the time the Club registers to participate in the Challenge, be located in the same city or within 30 miles of the designating Runner-Up Club, and be a public charity in accordance with Section 501(c)(3) of the Internal Revenue Code whose mission includes providing information and programs about/for the benefits of health, wellness and fitness. Each Runner-Up Prize is only awarded to one charity and may not be split between one or more charities.

# MOVE FOR A BETTER WORLD CHALLENGE

## 2015 OFFICIAL RULES

	<p><b>Verification:</b> All MOVEs results and entries are subject to verification by Technogym at any time and for any reason. Technogym reserves the right, in its sole and absolute discretion, to require proof of eligibility for the Challenge. Failure to provide such proof to Technogym's satisfaction in a timely manner may result in disqualification.</p>
<b>HOW TO ENTER</b>	<p><b>NO PURCHASE NECESSARY</b></p> <p><b>Sign-Up Deadline:</b> February 2, 2015 by 11:59 p.m. EST. <b>Contest begins:</b> March 2, 2015 at 8:00 a.m. EST. <b>Contest ends:</b> March 22, 2015 at 11:59 p.m. EST. <b>Prizes to be awarded on or before:</b> May 31, 2015.</p> <p>Clubs may sign-up online at <a href="http://www.technogym.com/letsmove">www.technogym.com/letsmove</a> on or before the Sign-Up Deadline or by submitting this registration form to Technogym at the address below before the Sign-Up Deadline. <b>In order to officially participate in the Challenge and be eligible to win a Prize for a School, a Club will need to agree to the Official Rules by registering at the website.</b></p> <p>Entries received after the Sign-up Deadline or are mutilated, incomplete, illegible, inaccurate, forged or irregular in any way or otherwise not in compliance with these Official Rules are void.</p>
<b>CONSENT FORMS</b>	<p>Each Club must confirm that each of its members who participate in the Challenge has agreed to the terms of the Participant Consent before participating in the Challenge. The Club must post a copy of these Official Rules and the Participant Consent with other information about the Challenge (and the following web address at which the Participant Consent is available: <a href="http://www.technogym.com/us/letsmove">www.technogym.com/us/letsmove</a>) and notify each participating member that he/she will be required to accept the terms of the Participant Consent when activating the "Let's Move for a Better World" option on Club's Challenge App. Such notice should include a notice that the Participant Consent requires the member to, among other things: (a) consent to the Official Rules; (b) represent that he/she is in good health to start a vigorous exercise program; and (c) release the Club and Technogym and its officers, employees, agents, and affiliates from any damage, injury, death, loss or other liability that may arise from his/her participation in the Challenge. After a member has signed up to participate in the Challenge, the Club must send the member an email confirmation acknowledging the member's participation and agreement to these Official Rules and the Member Consent. No member may participate in the Challenge without consenting to the terms of the Member Consent. There are no exceptions and any changes to the Participant Consent will disqualify the member from participating in the Challenge, although the member will still be bound by these Official Rules.</p>
<b>RELEASE FORMS</b>	<p><b>Club:</b> The Clubs selected as the Prize Winners and the Prize Recipients designated by them will each need to sign and submit a <b>Release Form</b> to Technogym as a condition to being named the Winner or Runner-Up and receiving the applicable prize. The Club Release Form and the School and Qualified Charity Release Forms are available at <a href="http://www.technogym.com/us/letsmove">www.technogym.com/us/letsmove</a> and require the Prize Winners and the designated Prize Recipients to: (a) acknowledge acceptance of their respective Prize as awarded; (b) release Technogym and its officers, employees, agents, and affiliates from any and all liability in connection with the Challenge and its participation therein, including relating to its use or misuse of the equipment used by the Club in the Challenge and by the Prize Recipients</p>

# MOVE FOR A BETTER WORLD CHALLENGE

## 2015 OFFICIAL RULES

	<p>thereafter; (c) agree to the publication, reproduction and/or other use of its name and images of the Club (or School or Qualified Charity, as applicable), without further consideration, in any publicity or advertisements carried out by or on behalf of Technogym, in any manner whatsoever. The Prize Winners and the Prize Recipients shall each (as applicable) be responsible for obtaining similar publicity consents and releases (available on <a href="http://www.technogym.com/us/letsmove">www.technogym.com/us/letsmove</a>) from all Club members and Club personnel and all persons participating in the Prize award ceremonies and Technogym training sessions on behalf of the School and Qualified Charities.</p> <p>No Club or School or Qualified Charity will be selected as the winner of or be awarded any Prize without completing and submitting the applicable Release Form. There are no exceptions and any changes to the Release Form will disqualify the Club or School or Qualified Charity submitting the changed form from eligibility to receive a Prize.</p>
<b>PARTICIPANT LISTS</b>	<p>There is no limit on the number of members whom may participate in the Challenge for a Club; but each member must meet the qualifications for participation and agree to these Official Rules. A list of the Clubs participating in the Challenge will be available at <a href="http://www.technogym.com/us/letsmove">www.technogym.com/us/letsmove</a> on or before <b>March 3, 2015</b>.</p>
<b>MOVES RANKING</b>	<p>The collection of MOVEs for each participating Club will be displayed through a “MOVEs counter” on the <a href="http://technogym.com/letsmove">technogym.com/letsmove</a> website, which will provide an update in real time of the MOVEs accumulated by the participating Clubs in the United States. The MOVEs total on the Technogym website will be identified by type and number by Club, but not by the identity of the members performing them. The total number of MOVEs for each Club will be displayed and will include only the first names of the members listed and their MOVEs.</p> <p>In addition to the total number of MOVEs for each Club, the <a href="http://technogym.com/us/letsmove">technogym.com/us/letsmove</a> website will display the total number of registered participants participating in the Challenge with the number of MOVEs for each and a “CLUB RANKING”: The total number of MOVEs collected by each Club will be displayed. MOVEs collected from activities outside the Club or manually uploaded will not be counted toward a Club’s total MOVEs. The ranking of the Clubs will be determined by the total number of MOVEs by registered participants of the Club.</p>
<b>WINNER SELECTION</b>	<p>The Club in the United States with the most total MOVEs at 12:00 a.m. EST on <b>March 22, 2015</b> at (the “<b>Selection Date</b>”) will be selected as the Winner of the Challenge and next two Clubs with the highest number of MOVEs over 1,000,000 will be selected as first and second Runner-Up (the Club with the largest number of MOVEs after the Winner will be the first Runner-Up). The sole determinant of the time for the purpose of determining the Challenge Winner will be the time stamp recorded on Technogym Machines registered for the Challenge. In the event of a tie, the Club with the most members participating in the Challenge (among the tied Clubs) shall be the Winner and the same process shall be used to determine the Runners-Up in the event of a tie. If no Club reported a greater number of MOVEs with the result that there remains a tie, the Winner (or, as applicable the Runners-Up) will be selected by a random drawing from among the tied Clubs.</p> <p>/</p> <p>/</p>

# MOVE FOR A BETTER WORLD CHALLENGE

## 2015 OFFICIAL RULES

	<p>If a Prize Winner or Prize Recipient refuses the Prize (or refuses to execute the necessary consents and releases), the Prize Winner and the Prize Recipient will be disqualified, in which case the Club with the next highest total moves, will be named the Prize Winner and the process repeated until a Winner and the Runners-UP are confirmed.</p> <p>All decisions by Technogym in relation to the Challenge will be final and binding in all matters relating to the administration of the Challenge.</p>
<b>WINNER NOTIFICATION</b>	<p>Technogym will make a minimum of three (3) attempts to contact the selected Club (Winner and Runners-Up) by telephone or email within five (5) business days after the Selection Date. If the selected Club cannot be contacted within such 5-day period, or if the Prize notification is returned undeliverable, or if that Club fails or refuses to sign and submit the required Release Forms, that Club will be disqualified and will forfeit. Technogym will then (and subject to the same procedure) award the Prize to the Club with the next highest number of MOVES.</p> <p>The Prize Winners and Prize Recipients must keep the results confidential until the results are publicly announced by Technogym.</p>
<b>CHALLENGE WINNERS</b>	<p>Technogym will announce the Club Challenge Winner and Runners-Up by <b>May 31, 2015</b> and the Prizes will be awarded to their designated Schools and Qualified Charities by <b>May 31, 2015</b>.</p>
<b>PRIZE</b>	<p>The First Prize will be awarded in the name of the Winning Club to the (one) qualifying School selected by the Winner when it registered to participate in the Challenge. The Second and Third Prizes will consist of a cash award to be awarded to the (one) Qualified Charity designated by each of First and Second Runners-Up and equipment to the First and Second Runners-Up. The Prizes consist of:</p> <p><b>First Prize:</b></p> <ul style="list-style-type: none"> <li>• A circuit of Easy Line Technogym® metabolic exercise equipment, consisting of 9 pieces of equipment (Hip Adductor/Abductor, Step, Leg Extension/Leg Curl, Abdominal/Back, Leg Press, Squat, Biceps/Triceps, Shoulder Press/Lap Pull, Pec Dec/Fly and Chest/Back); and</li> <li>• A 2-hour session of professional training for the School's physical education teachers.</li> </ul> <p>The staff training will be held at the School at a time and date agreed between Technogym and the School.</p> <p>Total ARV of First Prize = \$25,000 (US) (equipment and training time)</p> <p>/</p> <p>/</p> <p>/</p> <p>/</p> <p>/</p> <p>/</p> <p>/</p>

# MOVE FOR A BETTER WORLD CHALLENGE

## 2015 OFFICIAL RULES

	<p><b>Second Prize:</b></p> <ul style="list-style-type: none"> <li>• One Thousand Dollar (US) donation to the Qualified Charity designated by the First Runner-Up and</li> <li>• Two pieces of Technogym® Excite + exercise equipment, as selected by Technogym, to the Club that is the First Runner-Up.</li> </ul> <p>Total ARV of Second Prize = \$6,000 – 20,000 (US) (equipment and donation)</p> <p><b>Third Prize:</b></p> <ul style="list-style-type: none"> <li>• One Thousand Dollar (US) donation to the Qualified Charity designated by the Second Runner-Up and</li> <li>• One piece of Technogym® Excite + exercise equipment, as selected by Technogym, to the Club that is the Second Runner-Up.</li> </ul> <p>Total ARV of Third Prize = \$4,000 - 10,000 (US) (equipment and donation)</p> <p>Technogym reserves the right to substitute all or a portion of a Prize for one of an equivalent or greater value if necessary for reasons beyond its control and any change will be final and binding upon every participant in the Challenge, including without limitation, Clubs, members, Schools and Qualified Charities. Prize Recipients may not transfer, negotiate, or substitute the Prizes for any other prize or cash value.</p>
<b>PRIZE DELIVERY AND INSTALLATION</b>	<p>Technogym will work with the Prize Winners and Prize Recipients to schedule delivery of their respective equipment. The Prize Recipients must take delivery of the equipment no later than 30-days after they have been notified that it will receive a Prize, or the Prize will be forfeit. All training and educational sessions must be held within thirty (30) days after delivery of the equipment, or will be forfeit. All delivery, installation, set-up and all other costs of the Prizes are the responsibility of their recipients.</p>
<b>CHANGES</b>	<p>Technogym reserves the right to cancel, suspend and/or modify the Challenge, or any part of it (including awarding Prizes), for any reason whatsoever, including, but not limited to, if any fraud, technical failures or any other factor beyond the Technogym's reasonable control impairs the integrity or proper functioning of the Challenge, as determined by Technogym in its sole discretion.</p>
<b>LEGAL</b>	<p><b>Territory:</b> United States, EXCEPT VOID WHERE PROHIBITED BY LAW</p> <p><b>Odds:</b> The odds of winning depend on the number of Clubs that enter and the number of Club members participating in the Challenge.</p> <p><b>Disqualification:</b> Technogym reserves the right to disqualify any participant (Club or member) in the Challenge who fails to comply with these Official Rules, who attempts to enter the Challenge in any manner or through any means other than as described in these Official Rules, or who attempts to disrupt the Challenge or to circumvent these Official Rules.</p> <p>/</p>



# MOVE FOR A BETTER WORLD CHALLENGE

## 2015 OFFICIAL RULES

**Taxes:** All Federal, state, and local taxes and all other expenses not specified herein are solely the responsibility of the winning Clubs, School or Qualified Charities.

**Transfer or Substitution:** The equipment Prizes must be accepted as awarded and are not transferrable, assignable, and/or convertible to cash except as may be specifically permitted by Technogym in its sole discretion. No substitutions are permitted except at Technogym's sole discretion.

**Consent:** By registering, the Club, School and Qualified Charities each consent to Technogym, its agents and/or representatives storing, sharing and using the information submitted with the Registration Form, as applicable, for the purpose of administering and promoting the Challenge.

**Disclaimer of Warranty:** Technogym disclaims all warranties, express or implied, including implied warranties of merchantability and fitness, relating to the Challenge and the Prizes. The Prizes (including training) are awarded "AS IS" without warranty of any kind. The only warranties given, if any, are those that are given in writing and that accompany the Technogym exercise equipment as and when delivered to the Prize Recipients.

**Limitation of Liability:** Technogym assumes no responsibility for and under no circumstances will Technogym, or its agents, employees, contractors and assigns be liable to any person or business entity for any direct, indirect, special, incidental, consequential or other damages based on the participation in the Challenge by any Club, School, Qualified Charity or Club member, including for: (a) entries which are incomplete, unintelligible, lost, late or misdirected; (b) technical failures of any kind, including but not limited to failure of the Internet or the mywellness Platform or any equipment during the Challenge, any problems, failure or technical malfunction of any telephone network or lines, online or electronic systems, servers, access providers, computer hardware or software, incomplete, garbled or delayed Internet/e-mail computer transmissions on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof or other failures related to hardware, software or virus; (c) unauthorized human intervention in any part of the entry process or the Challenge; (d) technical or human error related to the administration of the Challenge or the processing of results; (e) any injury, loss or damage of any kind which may be caused, directly or indirectly, in whole or in part, from any participant's or Prize Winner's, or Prize Recipient's (or any of their personnel, parents or students) participation in the Challenge or the receipt or use of the Prizes or participation in the training provided as part of the Prize; (f) any use of the mywellness Platform or any other website to which it is linked; or (g) any participant's failure to abide by the Official Rules. The limitations of liability set out in herein apply, without limitation, to any lost profits, business interruption or loss of programs or information and will apply even if Technogym has been specifically advised of the possibility of such damages.

**Assumption of Risk:** Each Club participating in the Challenge does so voluntarily and agrees to assume all risks associated with its participation. The Prize Winners and Prize Recipients assume all risks of participating in the Challenge and in the delivery, installation, operation and use of the equipment and training sessions awarded as the Prizes, whether known or unknown.

/

# MOVE FOR A BETTER WORLD CHALLENGE

## 2015 OFFICIAL RULES

	<p><b>Release and Indemnity:</b> Each Club participating in the Challenge, Prize Winners and Prize Recipients agree to indemnify, defend, and hold Technogym and its officers, employees, agents, and affiliates harmless from and against any and all loss claim or damage arising from its participation in the Challenge and/or its use of the equipment and training sessions awarded as the Prize, including without limitation any claims asserted by any person using the Technogym equipment or participating in the training sessions. Without limiting the preceding, each Club releases and agrees to indemnify, defend and hold Technogym harmless from any claim arising out the Club's failure to comply with these Official Rules (including any claim that the Club failed to notify a participant or School or Qualified Charity of these Official Rules or obtain the necessary consent from a School, Qualified Charity or participant or, if under 18 their, the participant's parent(s)).</p> <p><b>Injuries:</b> Each Club participating in the Challenge acknowledges that, by participating in the Challenge, Club members will engage in strenuous exercise and inherent risk, including the possibility bodily injury and/or death. Similarly, the Prize Recipients acknowledge that use of the equipment and participation in the training included in the Prize, involves risk, including the possibility of bodily injury and/or death. By participating in the Challenge and accepting a Prize, each Club and Prize Recipient agrees to indemnify and defend and hold Technogym harmless from and against all damage, injury, death, loss or other liability that a Club or School or Qualified Charity participant may suffer or incur as a result of his/her participation in the Challenge or use of the equipment or training awarded as the Prize.</p> <p><b>Data Protection:</b> Each Club agrees to comply with (and assumes all liability for failure to do so) all applicable data protection and other laws relating to the collection, use and disclosure of participant personally identifiable information collected by it in connection with the Challenge.</p> <p><b>Copies of the Rules:</b> Copies of these Official Rules may be obtained at: <a href="http://www.technogym.com/us/letsmove">www.technogym.com/us/letsmove</a> or by sending a self-addressed stamped envelope to Challenge Rules at: 700 US Hwy Route 46 East, Fairfield, NJ 07004. Requests for Official Rules must be received by <b>February 2, 2015</b>. All times and dates in these Official Rules are Eastern Standard Time.</p> <p><b>List of Prize Winners:</b> A list of the Prize Winners will be available at: <a href="http://www.technogym.com/letsmove">www.technogym.com/letsmove</a> and 700 US Hwy Route 46 East, Fairfield, NJ 07004 after May 31, 2014 or by sending a self-addressed stamped envelope to Challenge Prize Winners at: 700 US Hwy Route 46 East, Fairfield, NJ 07004. Requests for Prize Winners must be received by <b>May 31, 2015</b>.</p> <p><b>Governing Law:</b> All participants in the Challenge agree that the laws of the state of New York shall apply exclusively to the Challenge and that any dispute with respect to the Challenge shall be resolved in either the federal or state courts located in New York City.</p>
<b>SPONSOR</b>	Technogym USA Corp., (hereinafter "Technogym"), 700 Route 46 East, Suite 200, Fairfield, NJ 07004, USA. / /



# MOVE FOR A BETTER WORLD CHALLENGE

## 2015 OFFICIAL RULES

<b>DATE</b>	These Official Contest Rules were last modified: December 10, 2014.
<b>TRADEMARKS</b>	Technogym® is a registered trademark of Technogym S.p.A., a company incorporated under the laws of Italy, with registered offices at via Perticari, 20-47035 Gambettola (FC), Italy. Technogym-Let's Move for a Better World™; Let's Move For a Better World™; My Wellness®; Excite® are trademarks of Technogym® filed and/or registered in the USA.
<b>CLUB REGISTRATION FORM</b>	<p>Please fill out and sign below. Signing this form below means that the Club meets the requirements for participation, agrees to all of the terms set forth in these Official Terms, and assumes all risks of participating in the Challenge.</p> <p>Club Name: _____</p> <p>Address: _____</p> <p>Phone: _____ E-Mail: _____</p> <p>Serial Numbers of all Machines used in the Challenge: _____</p> <p>_____</p> <p>Designated School Name: _____</p> <p>Contact: _____</p> <p>Address: _____</p> <p>Phone: _____ E-Mail: _____</p> <p>_____</p> <p>Qualified Charity Name: _____</p> <p>Contact: _____</p> <p>Address: _____</p> <p>Phone: _____ E-Mail: _____</p> <p>_____</p> <p>Club Facility Director Name: _____</p> <p>Title: _____</p> <p>Signature: _____ Date: _____</p> <p>_____</p>

/

/

/

# MOVE FOR A BETTER WORLD CHALLENGE

## 2015 OFFICIAL RULES

### TECHNOGYM® MOVE FOR A BETTER WORLD CHALLENGE CONTEST Fitness Club Prize Award Release Form

Please read and sign this Prize Acceptance Award and Release Form (the “**Release Form**”) for the fitness club (“**Club**”) listed below. The Club has been selected as the winner of the Let’s Move for a Better World Challenge Contest (“**Challenge**”) sponsored by Technogym USA Corp. (“**Technogym**”) and has designated the school listed below (“**School**”) to receive the Challenge prize (“**Prize**”) described in the (“**Acknowledgment Email**”) received by the Club as the winner of the Challenge. For the remainder of this Release Form, the individual signing below for him/herself and on behalf of the Club is referred to below as “**I**” or “**Me**.”

My signature below indicates that (i) I am at least 21 years old and am authorized to sign this Release Form on behalf of the Club and have all rights and authority to bind the Club to the representations, agreements, and undertakings set forth herein; (ii) the Club has directed Technogym to award the Prize to the School; and (iii) the Club agrees to the Official Rules for the Challenge (“**Official Rules**”), available at [www.technogym.com/us/letsmove](http://www.technogym.com/us/letsmove) and incorporated herein by reference, and the terms of this Release Form set forth below:

In consideration of being named the winner of the Challenge, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby represent and agree as follows for myself and on behalf of the Club:

**1. Eligibility.** The Club meets the eligibility requirements for the Challenge as described in the Official Rules; the Club agrees to all of the terms of the Official Rules; the Club is legally permitted to designate award of the Prize to the School and has agreed to do so; and the Club has authorized me to sign this Release for and on its behalf, with the intention that it shall be bound by the terms set forth herein. I understand and agree that this Release Form, including the Acknowledgment Email, together with the Official Rules constitute a valid and binding legal agreement between Technogym on the one hand and the Club and me on the other.

**2. Acceptance of the Prize.** Neither the Club (nor me on the Club’s behalf) nor any Club member(s) will be compensated in any way or receive payment of any kind for its/their participation in the Challenge. I further acknowledge, on behalf of the Club, that the Club has directed Technogym to award the Prize, as described in the Acknowledgment Email, to the School, including (i) a circuit of Technogym metabolic exercise equipment, and (ii) a session of professional training for the School’s physical education teachers (“**Training**”). The Club understands and agrees that the School will only receive the Prize and that such Prize is nontransferable and no substitutions will be made except at the sole discretion of Technogym or as provided in the Official Rules. The Club further understands and agrees that the School will be disqualified from receiving the Prize if any statement made in this Release Form is false or the School refuses to execute the School Release Form.

**3. Assistance.**

(a) Member Consent. I hereby warrant and represent, on behalf of the Club, that, prior to permitting any person to participate in the Challenge, the Club (i) notified the participant of and provided him/her with a copy of the Official Rules; (ii) advised the participant that, by registering to participate in the Challenge, he/she was consenting to the Official Rules and releasing Technogym of all

# MOVE FOR A BETTER WORLD CHALLENGE

## 2015 OFFICIAL RULES

claims he/she may have arising out of the Challenge or his/her participation in the Challenge, including any claims resulting from his/her use of the Technogym equipment; and (iii) notified each participant in the Challenge of the terms and conditions of and made available to him/her a copy of the Release and Consent Form (provided by Technogym).

(b) Event Participant Consent. No Club personnel or Club members may participate in the Prize award ceremony and/or the Training (e.g., by appearing, speaking, performing, or presenting during and as part of the Prize award ceremony and/or the Training) or demonstrate or utilize in any way the Technogym® metabolic exercise equipment during and as part of the Prize award ceremony and/or the Training without executing a Release and Consent Form (as provided by Technogym). The Club acknowledges and agrees that no Club personnel or Club members may participate in the Prize award ceremony and/or the Training unless he/she has signed and delivered to the Club a signed Release and Consent Form. The Club covenants and agrees to obtain a signed Release Form from each participant and to deliver the Release Form to Technogym at 700 US Highway 46 East, Fairfield, NJ 07004 by no later than five (5) days prior to the Prize award ceremony.

(c) School Consent. The Club acknowledges and agrees that the Prize will not be delivered to the School and no School personnel, parents, or students may participate in the Prize award ceremony and/or the Training unless the School and all School personnel, parents and students participating in the Prize award ceremony and/or the Training has signed and delivered to the Club a signed Release and Consent Form (as provided by Technogym). The Club covenants and agrees to obtain a signed Release Form from the School and each participant and to deliver the Release Form to Technogym at 700 US Highway 46 East, Fairfield, NJ 07004 by no later than five (5) days prior to the Prize award ceremony.

### 4. Permissions.

(a) Use of the Club's Name and Image. The Club hereby grants to Technogym, its agents, and others working for them or on their behalf and their respective licensees, successors and assigns (hereinafter "**Technogym Parties**") the absolute right and permission to (i) use, publish, broadcast and copyright the Club's name and images of the Club (photographic and videotaped), or to refrain from so doing, in any manner or media whatsoever for purposes of advertising or trade in promoting and publicizing Technogym's business, products, services or the Challenge; and (ii) to photograph and/or videotape the Prize award ceremony and/or Training for use in promoting Technogym's business, products, services or the Challenge and to copyright and/or use and/or publish the same for such purpose or any other purpose throughout the world. The Club agrees that the Technogym Parties may exercise all of the above rights without notice and without further compensation and that neither I nor the Club shall have any right of approval, or claim (including without limitation, claims based upon invasion of privacy, defamation or right of publicity) arising out of any use, alteration, distortion or illusionary effect or use of any of the above in any composite form.

(b) License. The Club hereby grants to Technogym and all Technogym Parties the perpetual, royalty-free, irrevocable, worldwide right and license to use, publish, broadcast, and copyright the Club's voice recording, name, picture, and likeness, or to refrain from so doing, in any manner or media whatsoever for its business and commercial purposes including, without limitation, promoting and advertising the Challenge, Technogym, or any other use Technogym decides to make. I agree that the Technogym Parties may exercise all of the above rights without notice to me or the School and without further compensation and that neither I nor the Club shall have any right of approval, or claim (including

# MOVE FOR A BETTER WORLD CHALLENGE

## 2015 OFFICIAL RULES

without limitation, claims based upon invasion of privacy, defamation or right of publicity) arising out of any use, alteration, distortion or illusionary effect or use of any of the above in any composite form.

(c) Ownership. The Club agrees that any video recording, picture, or likeness of the School or anything derived therefrom created by the Technogym Parties is owned by them. If the Club or any of the Club's members should receive any print, negative or other copy, they shall not authorize its use by anyone else.

**5. Taxes.** The Club covenants and agrees to be responsible for the payment of any transfer, sales, use, stamp, conveyance, value added, documentary, filing, federal, provincial, state and local taxes and any other costs and administrative fees (collectively, the "**Taxes**") not specifically stated in this Waiver (or the Acknowledgment Email) related to or caused by being named the winner of the Challenge and the Prize award and Technogym may issue an IRS Form 1099 for the total Estimated Retail Value of any Prize. Please visit the Official Rules for the Estimated Retail Value of the Prize.

### **6. Release of Liability/Assumption of Risk and Waiver.**

(a) Participation. The Club acknowledges and agrees that its participation in the Challenge and its acceptance, redemption and use of, and participation in the Prize or any part of it, are all undertaken voluntarily and entirely at the Club's own risk and the Club agrees to assume all such risk, including risk of property damage, bodily injury or death, and all other damage or potential damage, whether known or unknown to the Club.

(b) Release. The Club agrees to release Technogym, all Technogym Parties, and their subsidiaries, affiliates, divisions, employees, officers, directors, advertising and promotion, fulfillment and/or judging agencies, and related entities (together, the "**Released Parties**") from any and all claims, causes, suits, or other liability for any loss, harm, damages, costs, or expenses, whether known or unknown to the Club, including without limitation property damages, personal injury, and/or death arising out of its participation in the Challenge and/or its acceptance, possession, redemption, use or misuse of, and participation in any Prize or any part of it as well as any claims based on publicity rights, defamation, or invasion of privacy and merchandise delivery, including, without limitation, any such claims alleging or arising as the result of Released Parties' negligence (together, "**Claims**").

(c) Data Protection. The Club agrees to comply with (and assumes all liability for failure to do so) all applicable data protection and other laws relating to the collection, use and disclosure of participant personally identifiable information collected by it in connection with the Challenge.

(d) Waiver. The Club agrees to forever waive any and all Claims against the Released Parties and acknowledges and agrees that the foregoing waiver and release shall be binding on the Club's heirs, estate, successors, and assigns. **FOR RESIDENTS OF THE STATE OF CALIFORNIA:** the Club acknowledges and agrees that its release and waiver extends to the following, the protections of which the Club explicitly waives:

**California Civil Code Section 1542:** A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

/

# MOVE FOR A BETTER WORLD CHALLENGE

## 2015 OFFICIAL RULES

(e) **Dispute.** The Club hereby waives any right it may have to dispute the scope of this Release Form on the grounds that it is a general release and a release of unknown Claims.

**7. Indemnity.** The Club further agrees to indemnify, defend, and hold harmless the Released Parties from and against all loss or damage arising from Claims and from any failure of the Club to comply with or perform any obligation or undertaking under the Official Rules or this Release Form, including without limitation any Claim arising out of or relating to the Club's failure to obtain the required consents and releases from participants and the School, the Club's participation in the Challenge, and the Club's acceptance, use (or misuse), and redemption of the Prize and the Club's participation in it and/or any part of it.

**8. Specific Acknowledgment.** THE CLUB SPECIFICALLY UNDERSTANDS AND AGREES THAT THE FOREGOING RELEASE AND INDEMNITY WILL PREVENT THE CLUB AND ITS SUCCESSORS FROM BRINGING A LAWSUIT, CLAIM OR OTHER ACTION AGAINST TECHNOGYM OR ANY OTHER RELEASED PARTY AND FROM RECOVERING ANY MONEY DAMAGES OR OTHER LEGAL RELIEF FROM TECHNOGYM OR ANY OTHER RELEASED PARTY IN CONNECTION WITH ANY OF THE CLAIMS RELEASED ABOVE.

**9. No Warranties.** The Club hereby agrees that Technogym has neither made nor is in any manner responsible or liable for any warranty, representation, or guarantee, expressed or implied, in fact or in law, relative to the Prize, including but not limited to its quality, merchantability, fitness for a particular purpose, or mechanical condition.

**10. Enforceability.** If any provision of this Release Form is found to be unenforceable in any respect by a court, it is the Club's intention and understanding that this Release Form will nonetheless be enforced to the maximum extent to which it is found by the court to be legally enforceable.

**11. Entire Agreement.** This Release Form (including the Acknowledgment Email and Official Rules incorporated herein) constitutes the entire agreement between Technogym and the Club with respect to the matters described herein, and supersedes any and all other agreements and communications, oral or written, between any Released Party and the Club with respect to such matters. This Release Form may not be amended or supplemented except by a writing signed by both Technogym and the Club specifically referencing it.

**12. Jurisdiction.** This Release Form is governed by the laws of the state of New York, which shall apply exclusively to the Challenge and all matters subject to this Release Form without regard to its conflicts of laws principles and any dispute with respect thereto shall be resolved in either the federal or state courts located in New York City. The Club consents to the exclusive jurisdiction of the courts of competent jurisdiction located in New York City for any disputes arising out of or relating to this Release Form and/or any disputes the Club may have with Technogym arising out of or relating to the Club's participation in the Challenge and/or its acceptance, use and redemption of, and participation in, the Prize or any part of it.

**13. Material Inducement.** The Club acknowledges and agrees that its agreement to the terms set forth above is material inducement for Technogym to name the Club the winner of the Challenge and to provide a Prize to the School selected by the Club and that Technogym would not do so in the absence of the Club's agreement.

## MOVE FOR A BETTER WORLD CHALLENGE

### 2015 OFFICIAL RULES

**14. All Information True and Correct.** I declare that all information in this Release Form is true and correct. I attest that I have read, or have had read to me, and understand the Official Rules, the Acknowledgement Email, and all the foregoing provisions of this Release Form, prior to its execution, and the Club and I agree to be bound by them.

ACKNOWLEDGED AND AGREED TO FOR MYSELF AND THE CLUB LISTED BELOW BY:

[Name of Club]

---

Name (please print)

---

Signature

---

Title

---

Date

---

Telephone Number

---

Email Address

School Designated by Club: \_\_\_\_\_



# MOVE FOR A BETTER WORLD CHALLENGE

## 2015 OFFICIAL RULES

### TECHNOGYM® MOVE FOR A BETTER WORLD CHALLENGE CONTEST

#### Fitness Club Prize Award Release Form

Please read and sign this Prize Acceptance Award and Release Form (the “**Release Form**”) for the fitness club (“**Club**”) listed below. The Club has been selected as a runner-up of the Let’s Move for a Better World Challenge Contest (“**Challenge**”) sponsored by Technogym USA Corp. (“**Technogym**”) and will receive [two/one piece(s)] of Technogym® Excite + exercise equipment as selected by Technogym. The club has designated the charity listed below (“**Charity**”) to receive the Challenge prize (“**Prize**”) described in the (“**Acknowledgment Email**”) received by the Club as a runner-up of the Challenge. For the remainder of this Release Form, the individual signing below for him/herself and on behalf of the Club is referred to below as “**I**” or “**Me**.”

My signature below indicates that (i) I am at least 21 years old and am authorized to sign this Release Form on behalf of the Club and have all rights and authority to bind the Club to the representations, agreements, and undertakings set forth herein; (ii) the Club has directed Technogym to award the Prize to the Charity; and (iii) the Club agrees to the Official Rules for the Challenge (“**Official Rules**”), available at [www.technogym.com/us/letsmove](http://www.technogym.com/us/letsmove) and incorporated herein by reference, and the terms of this Release Form set forth below:

In consideration of being named a runner-up of the Challenge, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby represent and agree as follows for myself and on behalf of the Club:

**1. Eligibility.** The Club meets the eligibility requirements for the Challenge as described in the Official Rules; the Club agrees to all of the terms of the Official Rules; the Club is legally permitted to designate award of the Prize to the Charity and has agreed to do so; and the Club has authorized me to sign this Release for and on its behalf, with the intention that it shall be bound by the terms set forth herein. I understand and agree that this Release Form, including the Acknowledgment Email, together with the Official Rules constitute a valid and binding legal agreement between Technogym on the one hand and the Club and me on the other.

**2. Acceptance of the Prize.** Neither the Club (nor me on the Club’s behalf) nor any Club member(s) will be compensated in any way or receive payment of any kind for its/their participation in the Challenge. I further acknowledge, on behalf of the Club, that the Club has directed Technogym to award the Prize, as described in the Acknowledgment Email, to the Charity, of a one thousand dollar (US) donation. The Club understands and agrees that the Charity will only receive the Prize and that such Prize is nontransferable and no substitutions will be made except at the sole discretion of Technogym or as provided in the Official Rules. The Club further understands and agrees that the Charity will be disqualified from receiving the Prize if any statement made in this Release Form is false or the Charity refuses to execute the Charity Release Form.

**3. Assistance.**

(a) **Member Consent.** I hereby warrant and represent, on behalf of the Club, that, prior to permitting any person to participate in the Challenge, the Club (i) notified the participant of and provided him/her with a copy of the Official Rules; (ii) advised the participant that, by registering to participate in the Challenge, he/she was consenting to the Official Rules and releasing Technogym of all

# MOVE FOR A BETTER WORLD CHALLENGE

## 2015 OFFICIAL RULES

claims he/she may have arising out of the Challenge or his/her participation in the Challenge, including any claims resulting from his/her use of the Technogym equipment; and (iii) notified each participant in the Challenge of the terms and conditions of and made available to him/her a copy of the Release and Consent Form (provided by Technogym).

(b) Event Participant Consent. No Club personnel or Club members may participate in the Prize award ceremony (e.g., by appearing, speaking, performing, or presenting during and as part of the Prize award ceremony) or demonstrate or utilize in any way the Technogym® Excite + exercise equipment during and as part of the Prize award ceremony without executing a Release and Consent Form (as provided by Technogym). The Club acknowledges and agrees that no Club personnel or Club members may participate in the Prize award ceremony unless he/she has signed and delivered to the Club a signed Release and Consent Form. The Club covenants and agrees to obtain a signed Release Form from each participant and to deliver the Release Form to Technogym at 700 US Highway 46 East, Fairfield, NJ 07004 by no later than five (5) days prior to the Prize award ceremony.

(c) Charity Consent. The Club acknowledges and agrees that the Prize will not be delivered to the Charity and no Charity personnel may participate in the Prize award ceremony unless the Charity and all Charity personnel participating in the Prize award ceremony and/or the Training has signed and delivered to the Club a signed Release and Consent Form (as provided by Technogym). The Club covenants and agrees to obtain a signed Release Form from the Charity and each participant and to deliver the Release Form to Technogym at 700 US Highway 46 East, Fairfield, NJ 07004 by no later than five (5) days prior to the Prize award ceremony.

### 4. Permissions.

(a) Use of the Club's Name and Image. The Club hereby grants to Technogym, its agents, and others working for them or on their behalf and their respective licensees, successors and assigns (hereinafter "**Technogym Parties**") the absolute right and permission to (i) use, publish, broadcast and copyright the Club's name and images of the Club (photographic and videotaped), or to refrain from so doing, in any manner or media whatsoever for purposes of advertising or trade in promoting and publicizing Technogym's business, products, services or the Challenge; and (ii) to photograph and/or videotape the Prize award ceremony for use in promoting Technogym's business, products, services or the Challenge and to copyright and/or use and/or publish the same for such purpose or any other purpose throughout the world. The Club agrees that the Technogym Parties may exercise all of the above rights without notice and without further compensation and that neither I nor the Club shall have any right of approval, or claim (including without limitation, claims based upon invasion of privacy, defamation or right of publicity) arising out of any use, alteration, distortion or illusionary effect or use of any of the above in any composite form.

(b) License. The Club hereby grants to Technogym and all Technogym Parties the perpetual, royalty-free, irrevocable, worldwide right and license to use, publish, broadcast, and copyright the Club's voice recording, name, picture, and likeness, or to refrain from so doing, in any manner or media whatsoever for its business and commercial purposes including, without limitation, promoting and advertising the Challenge, Technogym, or any other use Technogym decides to make. I agree that the Technogym Parties may exercise all of the above rights without notice to me or the Charity and without further compensation and that neither I nor the Club shall have any right of approval, or claim (including

# MOVE FOR A BETTER WORLD CHALLENGE

## 2015 OFFICIAL RULES

without limitation, claims based upon invasion of privacy, defamation or right of publicity) arising out of any use, alteration, distortion or illusionary effect or use of any of the above in any composite form.

(c) Ownership. The Club agrees that any video recording, picture, or likeness of the Charity or anything derived therefrom created by the Technogym Parties is owned by them. If the Club or any of the Club's members should receive any print, negative or other copy, they shall not authorize its use by anyone else.

**5. Taxes.** The Club covenants and agrees to be responsible for the payment of any transfer, sales, use, stamp, conveyance, value added, documentary, filing, federal, provincial, state and local taxes and any other costs and administrative fees (collectively, the "**Taxes**") not specifically stated in this Waiver (or the Acknowledgment Email) related to or caused by being named the runner-up of the Challenge and the Prize award and Technogym may issue an IRS Form 1099 for the total Estimated Retail Value of any Prize. Please visit the Official Rules for the Estimated Retail Value of the Prize.

### **6. Release of Liability/Assumption of Risk and Waiver.**

(a) Participation. The Club acknowledges and agrees that its participation in the Challenge and its acceptance, redemption and use of, and participation in the Prize or any part of it, are all undertaken voluntarily and entirely at the Club's own risk and the Club agrees to assume all such risk, including risk of property damage, bodily injury or death, and all other damage or potential damage, whether known or unknown to the Club.

(b) Release. The Club agrees to release Technogym, all Technogym Parties, and their subsidiaries, affiliates, divisions, employees, officers, directors, advertising and promotion, fulfillment and/or judging agencies, and related entities (together, the "**Released Parties**") from any and all claims, causes, suits, or other liability for any loss, harm, damages, costs, or expenses, whether known or unknown to the Club, including without limitation property damages, personal injury, and/or death arising out of its participation in the Challenge and/or its acceptance, possession, redemption, use or misuse of, and participation in any Prize or any part of it as well as any claims based on publicity rights, defamation, or invasion of privacy and merchandise delivery, including, without limitation, any such claims alleging or arising as the result of Released Parties' negligence (together, "**Claims**").

(c) Data Protection. The Club agrees to comply with (and assumes all liability for failure to do so) all applicable data protection and other laws relating to the collection, use and disclosure of participant personally identifiable information collected by it in connection with the Challenge.

(d) Waiver. The Club agrees to forever waive any and all Claims against the Released Parties and acknowledges and agrees that the foregoing waiver and release shall be binding on the Club's heirs, estate, successors, and assigns. **FOR RESIDENTS OF THE STATE OF CALIFORNIA:** the Club acknowledges and agrees that its release and waiver extends to the following, the protections of which the Club explicitly waives:

**California Civil Code Section 1542:** A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

/

# MOVE FOR A BETTER WORLD CHALLENGE

## 2015 OFFICIAL RULES

(e) **Dispute.** The Club hereby waives any right it may have to dispute the scope of this Release Form on the grounds that it is a general release and a release of unknown Claims.

**7. Indemnity.** The Club further agrees to indemnify, defend, and hold harmless the Released Parties from and against all loss or damage arising from Claims and from any failure of the Club to comply with or perform any obligation or undertaking under the Official Rules or this Release Form, including without limitation any Claim arising out of or relating to the Club's failure to obtain the required consents and releases from participants and the Charity, the Club's participation in the Challenge, and the Club's acceptance, use (or misuse), and redemption of the Prize and the Club's participation in it and/or any part of it.

**8. Specific Acknowledgment.** THE CLUB SPECIFICALLY UNDERSTANDS AND AGREES THAT THE FOREGOING RELEASE AND INDEMNITY WILL PREVENT THE CLUB AND ITS SUCCESSORS FROM BRINGING A LAWSUIT, CLAIM OR OTHER ACTION AGAINST TECHNOGYM OR ANY OTHER RELEASED PARTY AND FROM RECOVERING ANY MONEY DAMAGES OR OTHER LEGAL RELIEF FROM TECHNOGYM OR ANY OTHER RELEASED PARTY IN CONNECTION WITH ANY OF THE CLAIMS RELEASED ABOVE.

**9. No Warranties.** The Club hereby agrees that Technogym has neither made nor is in any manner responsible or liable for any warranty, representation, or guarantee, expressed or implied, in fact or in law, relative to the Prize, including but not limited to its quality, merchantability, fitness for a particular purpose, or mechanical condition.

**10. Enforceability.** If any provision of this Release Form is found to be unenforceable in any respect by a court, it is the Club's intention and understanding that this Release Form will nonetheless be enforced to the maximum extent to which it is found by the court to be legally enforceable.

**11. Entire Agreement.** This Release Form (including the Acknowledgment Email and Official Rules incorporated herein) constitutes the entire agreement between Technogym and the Club with respect to the matters described herein, and supersedes any and all other agreements and communications, oral or written, between any Released Party and the Club with respect to such matters. This Release Form may not be amended or supplemented except by a writing signed by both Technogym and the Club specifically referencing it.

**12. Jurisdiction.** This Release Form is governed by the laws of the state of New York, which shall apply exclusively to the Challenge and all matters subject to this Release Form without regard to its conflicts of laws principles and any dispute with respect thereto shall be resolved in either the federal or state courts located in New York City. The Club consents to the exclusive jurisdiction of the courts of competent jurisdiction located in New York City for any disputes arising out of or relating to this Release Form and/or any disputes the Club may have with Technogym arising out of or relating to the Club's participation in the Challenge and/or its acceptance, use and redemption of, and participation in, the Prize or any part of it.

**13. Material Inducement.** The Club acknowledges and agrees that its agreement to the terms set forth above is material inducement for Technogym to name the Club the runner-up of the Challenge and to provide a Prize to the Charity selected by the Club and that Technogym would not do so in the absence of the Club's agreement.

/

## MOVE FOR A BETTER WORLD CHALLENGE

### 2015 OFFICIAL RULES

**14. All Information True and Correct.** I declare that all information in this Release Form is true and correct. I attest that I have read, or have had read to me, and understand the Official Rules, the Acknowledgement Email, and all the foregoing provisions of this Release Form, prior to its execution, and the Club and I agree to be bound by them.

ACKNOWLEDGED AND AGREED TO FOR MYSELF AND THE CLUB LISTED BELOW BY:

[Name of Club]

---

Name (please print)

---

Signature

---

Title

---

Date

---

Telephone Number

---

Email Address

Charity Designated by Club: \_\_\_\_\_

# MOVE FOR A BETTER WORLD CHALLENGE

## 2015 OFFICIAL RULES

### TECHNOGYM® MOVE FOR A BETTER WORLD CHALLENGE CONTEST

#### Release and Consent Form

Technogym USA Corp. ("**Technogym**") has granted me permission to participate in:

Technogym's Move for a Better World Challenge Contest, Move for a Better World Challenge Prize Award Ceremony, and/or professional training (the "**Event**")

Taking place \_\_\_\_\_, 2014 at \_\_\_\_\_.

I, \_\_\_\_\_, intending to be legally bound, understand and agree that I am voluntarily participating in the Event at my own request and at my own risk.

I represent and warrant that I am a member of a participating Fitness Club or that I am employed by, enrolled in, or the parent of a student enrolled in the School receiving the Challenge prize and hosting the Event. I have reviewed and agree to abide by the Move for a Better World Challenge Official Rules ("**Official Rules**"), available [at www.technogym.com/us/letsmove](http://www.technogym.com/us/letsmove) and incorporated herein by reference.

I acknowledge that I will not be compensated in any way or receive payment of any kind for my attendance at or participation in the Event.

I further agree that my participation in the Event is undertaken voluntarily and entirely at my own risk. I agree to assume all such risk, including risk of property damage, bodily injury or death, and all other damage or potential damage, whether known or unknown to me. I acknowledge that participating in the Event may involve strenuous exercise and inherent risk, including the possibility of bodily injury and/or death. By participating in the Event, I (a) represent that I am ready and physically able to participate in the Event and related exercise programs and that I do so at my own and assume all risk associated with the Event, and (b) waive and release Technogym and its officers, employees, agents, and affiliates from all damage, injury, death, loss, or other liability that I may suffer or incur as a result of my participation in the Event.

**FOR RESIDENTS OF THE STATE OF CALIFORNIA:** I acknowledge and agree that this release and waiver extends to the following, the protections of which I explicitly waive:

**California Civil Code Section 1542:** A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

**California Civil Code Section 56 et seq.** I understand when I use Technogym® Machines, I have the ability to create an account on the mywellnesscloud® platform ("**mywellness Platform**"). If I create an account, mywellness Platform will record data about my performance. Creating an account is required to participate in Technogym's Move for a Better World Challenge Contest ("**Challenge**"). If I create a mywellness Platform account, I expressly authorize the participating Fitness Club \_\_\_\_\_, of which I am a member, to



## MOVE FOR A BETTER WORLD CHALLENGE

### 2015 OFFICIAL RULES

release all performance data collected by Technogym machines (“**Machines**”) and connected to the mywellnesscloud© platform (“**mywellness Platform**”) to Technogym for use in providing services and feedback to users, measuring performance of the equipment, and other related business purposes. This authorization shall expire when I no longer have an active mywellness Platform account linked to my name. If I opt not to create an account on the mywellness Platform, I understand that identifying performance data will not be traceable to my name or identity. I have been advised of my right to obtain a copy of this authorization under Section 56.11.

---

Participant Signature

---

Date

If any provision of this Release and Consent Form (“**Release**”) is found to be unenforceable in any respect by a court, it is my intention and understanding that this Release Form will nonetheless be enforced to the maximum extent to which it is found by the court to be legally enforceable.

This Release (including the Official Rules incorporated herein) constitutes the entire agreement between Technogym and myself with respect to the matters described herein, and supersedes any and all other agreements and communications, oral or written, between Technogym and myself with respect to such matters. This Release may not be amended or supplemented except by a writing signed by both me and Technogym specifically referencing it.

This Release is governed by the laws of the state of New York, which shall apply exclusively to the Event and all matters subject to this Release without regard to its conflicts of laws principles and any dispute with respect thereto shall be resolved in either the federal or state courts located in New York City. I consent to the exclusive jurisdiction of the courts of competent jurisdiction located in New York City for any disputes arising out of or relating to this Release and/or any disputes I may have with Technogym arising out of or relating to my participation in the Event.

I hereby warrant that (a) I am a legal resident of \_\_\_\_\_ and that I am at least 18 years of age and have every right to contract for myself in the above regard; and (b) I have read this Release prior to its execution and I understand and agree to its contents. This Release shall be binding upon me and my heirs, legal representatives, and assigns.

---

Participant Signature

---

Date

---

Printed Name

---

Telephone Number

---

Address

---

Email address

/

/

# MOVE FOR A BETTER WORLD CHALLENGE

## 2015 OFFICIAL RULES

\_\_\_\_\_  
City, State & Zip Code

☐ If Event participant is under 18 years of age, I agree to all of the above with respect to and on behalf of the minor named below:

\_\_\_\_\_  
I hereby warrant that (a) I am at least 18 years of age and have every right to contract for myself and the minor in the above regard; (b) I give my express consent and approval to the execution of this Release by the minor; and (c) I have read this Release prior to its execution and I understand and agree to its contents. I agree that I will not revoke this consent and approval during the minority of the minor or thereafter. This Release shall be binding upon the minor and me and our respective heirs, legal representatives, and assigns.

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State & Zip Code

# MOVE FOR A BETTER WORLD CHALLENGE

## 2015 OFFICIAL RULES

### TECHNOGYM® MOVE FOR A BETTER WORLD CHALLENGE CONTEST School Prize Acceptance Affidavit and Release Form

Please read and sign this Prize Acceptance Affidavit and Release Form (the “**Release Form**”) for the school (“**School**”) listed below. The fitness club listed below (“**Club**”) has been selected as the winner of the Let’s Move for a Better World Challenge Contest (“**Challenge**”) sponsored by Technogym USA Corp. (“**Technogym**”) and has designated the School to receive the Challenge prize (“**Prize**”). For the remainder of this Release Form, the individual signing below for him/herself and on behalf of the School is referred to as “**I**” or “**Me**.”

My signature below indicates that (i) I am at least 21 years old and am authorized to sign this Release Form on behalf of the School and have all rights and authority to bind the School to the representations, agreements, and undertakings set forth herein; (ii) the School accepts the Prize, as described in the acknowledgment email sent to the School by Technogym, which is incorporated into this Release Form by reference (“**Acknowledgment Email**”); and (iii) the School agrees to the terms of this Release Form and the Official Rules for the Challenge (“**Official Rules**”), available at: [www.technogymcom/us/letsmove](http://www.technogymcom/us/letsmove), which are incorporated herein by reference.

In consideration of awarding the Prize to the School, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby represent and agree as follows for myself and on behalf of the School:

**1. Eligibility.** The School meets the eligibility requirements for the Challenge as described in the Official Rules; the School agrees to all of the terms of the Official Rules; the School is legally permitted to redeem and accept the Prize awarded by Technogym and has agreed to do so; the School has authorized me to sign this Release for and on its behalf, with the intention that it shall be bound by the terms set forth herein. I understand and agree that this Release Form, including the Acknowledgment Email, together with the Official Rules constitute a valid and binding legal agreement between Technogym on the one hand and the School and me on the other.

**2. Acceptance of the Prize.** I hereby acknowledge, on behalf of the School, that the School accepts the Prize, as described in the Acknowledgment Email, including (i) a circuit of Technogym® metabolic exercise equipment, and (ii) a session of professional training for the School’s physical education teachers (“**Training**”). I understand that the School is entitled to receive only the Prize and that such Prize is nontransferable and no substitutions will be made except at the sole discretion of Technogym or as provided in the Official Rules. I understand that the School will be disqualified from receiving the Prize if any statement made by me in this Release Form is false. Neither the School (nor me on the School’s behalf) nor any School personnel, parents, or students will be compensated in any way or receive payment of any kind for its/their participation in or attendance at the Prize award ceremony or the Training.

**3. Assistance.**

(a) Organization and Scheduling. The School covenants and agrees to assist Technogym, its agents, and others working for them or on their behalf and their respective licensees, successors, and assigns (hereinafter “**Technogym Parties**”) in organizing and executing the Prize award ceremony and the Training, including but not limited to by (i) working with Technogym to schedule mutually agreeable

# MOVE FOR A BETTER WORLD CHALLENGE

## 2015 OFFICIAL RULES

date(s) for the Prize award ceremony and the Training; (ii) permitting Technogym Parties to enter upon School premises for the purpose of awarding the Prize and providing the Training; and (iii) ensuring that the School's physical education instructors and other necessary persons are available to participate in the Training.

(b) **Participant Consent.** No School personnel, parents, or students may participate in the Prize award ceremony and/or the Training (e.g., by appearing, speaking, performing, or presenting during and as part of the Prize award ceremony and/or the Training) or demonstrate or utilize in any way the Technogym® metabolic exercise equipment during and as part of the Prize award ceremony and/or the Training without executing a Release and Consent Form (as provided by Technogym). The School acknowledges and agrees that the Prize will not be delivered to the School and no School personnel, parents, or students may participate in the Prize award ceremony and/or the Training unless the School and all School personnel, parents, and students participating in the Prize award ceremony and/or the Training has signed and delivered to the School a signed Release and Consent Form. The School covenants and agrees to obtain a signed Release Form from the School and each participant and to deliver the Release Form to Technogym at 700 US Highway 46 East, Fairfield, NJ 07004 by no later than five (5) days prior to the Prize award ceremony.

#### 4. Permissions.

(a) Use of the School's Name and Image. The School hereby grants to Technogym Parties the absolute right and permission to (i) use, publish, broadcast, and copyright the School's name and images of the School (photographic and videotaped), or to refrain from so doing, in any manner or media whatsoever for purposes of advertising or trade in promoting and publicizing Technogym's business, products, services, or the Challenge; and (ii) to photograph and/or videotape the Prize award ceremony and/or Training for use in promoting Technogym's business, products, services, or the Challenge and to copyright and/or use and/or publish the same for such purpose or any other purpose throughout the world. The School agrees that the Technogym Parties may exercise all of the above rights without notice and without further compensation and that neither I nor the School shall have any right of approval, or claim (including without limitation, claims based upon invasion of privacy, defamation, or right of publicity) arising out of any use, alteration, distortion, or illusionary effect or use of any of the above in any composite form.

(b) License. The School hereby grants to Technogym and all Technogym Parties the perpetual, royalty-free, irrevocable, worldwide right and license to use, publish, broadcast, and copyright the School's voice recording, name, picture, and likeness, or to refrain from so doing, in any manner or media whatsoever for its business and commercial purposes including, without limitation, promoting and advertising the Challenge, Technogym, or any other use Technogym decides to make. I agree that the Technogym Parties may exercise all of the above rights without notice to me or the School and without further compensation and that neither I nor the School shall have any right of approval, or claim (including without limitation, claims based upon invasion of privacy, defamation or right of publicity) arising out of any use, alteration, distortion or illusionary effect or use of any of the above in any composite form.

(c) Ownership. The School agrees that any video recording, picture, or likeness of the School or anything derived therefrom created by the Technogym Parties is owned by them. If the School, the

# MOVE FOR A BETTER WORLD CHALLENGE

## 2015 OFFICIAL RULES

School's personnel, students, and/or parents should receive any print, negative or other copy, they shall not authorize its use by anyone else.

**5. Taxes.** The School covenants and agrees to be responsible for the payment of any transfer, sales, use, stamp, conveyance, value added, documentary, filing, federal, provincial, state, and local taxes and any other costs and administrative fees (collectively, the "**Taxes**") not specifically stated in this Release Form (or the Acknowledgment Email) related to or caused by being designated the recipient of the Prize award and Technogym may issue an IRS Form 1099 for the total Estimated Retail Value of any Prize. Please visit the Official Rules for the Estimated Retail Value of the Prize.

### **6. Release of Liability/Assumption of Risk and Waiver.**

(a) Participation. The School acknowledges and agrees that its acceptance, redemption and use of, and participation in the Prize or any part of it, are all undertaken voluntarily and entirely at its own risk and the School agrees to assume all such risk, including risk of property damage, bodily injury or death, and all other damage or potential damage, whether known or unknown to the School.

(b) Release. The School agrees to release Technogym, all Technogym Parties, and their subsidiaries, affiliates, divisions, employees, officers, directors, advertising and promotion, fulfillment and/or judging agencies, and related entities (together, the "**Released Parties**") from any and all claims, causes, suits, or other liability for any loss, harm, damages, costs, or expenses, whether known or unknown to the School, including without limitation property damages, personal injury, and/or death arising out of the acceptance, possession, redemption, use or misuse of, and participation in any Prize or any part of it as well as any claims based on publicity rights, defamation, or invasion of privacy and merchandise delivery, including, without limitation, any such claims alleging or arising as the result of Released Parties' negligence (together, "**Claims**").

(c) Waiver. The School agrees to forever waive any and all Claims against the Released Parties and acknowledges and agrees that the foregoing waiver and release shall be binding on the School's heirs, estate, successors, and assigns. **FOR RESIDENTS OF THE STATE OF CALIFORNIA:** the School acknowledges and agrees that its release and waiver extends to the following, the protections of which the School explicitly waives:

**California Civil Code Section 1542:** A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

(d) Dispute. The School hereby waives any right it may have to dispute the scope of this Release Form on the grounds that it is a general release and a release of unknown Claims.

**California Civil Code Section 56 et seq.** I understand when I use Technogym® Easy Line Technogym metabolic exercise machines, I have the ability to create an account on the mywellnesscloud® platform ("**mywellness Platform**"). If I create an account, mywellness Platform will record data about my performance. Creating an account is required to participate in Technogym's Move for a Better

## MOVE FOR A BETTER WORLD CHALLENGE

### 2015 OFFICIAL RULES

World Challenge Contest ("Challenge"). If I create a mywellness Platform account, I expressly authorize the School \_\_\_\_\_, with which I am affiliated, to release all performance data collected by Technogym machines ("**Machines**") and connected to the mywellnesscloud© platform ("**mywellness Platform**") to Technogym for use in providing services and feedback to users, measuring performance of the equipment, and other related business purposes. This authorization shall expire when I no longer have an active mywellness Platform account linked to my name. If I opt not to create an account on the mywellness Platform, I understand that identifying performance data will not be traceable to my name or identity. I have been advised of my right to obtain a copy of this authorization under Section 56.11.

---

Participant Signature

---

Date

**7. Indemnity.** The School further agrees to indemnify, defend, and hold harmless the Released Parties from and against all loss or damage arising from Claims and from any failure of the School to comply with or perform any obligation or undertaking under the Official Rules or this Release Form, including without limitation any Claim arising out of or relating to the School's failure to obtain the required consents and releases from participants, and the School's acceptance, use (or misuse), and redemption of the Prize and the School's participation in it and/or any part of it.

**8. Specific Acknowledgment.** THE SCHOOL SPECIFICALLY UNDERSTANDS AND AGREES THAT THE FOREGOING RELEASE AND INDEMNITY WILL PREVENT THE SCHOOL AND ITS SUCCESSORS FROM BRINGING A LAWSUIT, CLAIM OR OTHER ACTION AGAINST TECHNOGYM OR ANY OTHER RELEASED PARTY AND FROM RECOVERING ANY MONEY DAMAGES OR OTHER LEGAL RELIEF FROM TECHNOGYM OR ANY OTHER RELEASED PARTY IN CONNECTION WITH ANY OF THE CLAIMS RELEASED ABOVE.

**9. No Warranties.** The School hereby agrees that Technogym has neither made nor is in any manner responsible or liable for any warranty, representation, or guarantee, expressed or implied, in fact or in law, relative to the Prize, including but not limited to its quality, merchantability, fitness for a particular purpose, or mechanical condition.

**10. Enforceability.** If any provision of this Release Form is found to be unenforceable in any respect by a court, it is the School's intention and understanding that this Release Form will nonetheless be enforced to the maximum extent to which it is found by the court to be legally enforceable.

**11. Entire Agreement.** This Release Form (including the Acknowledgment Email and Official Rules incorporated herein) constitutes the entire agreement between Technogym and the School with respect to the matters described herein, and supersedes any and all other agreements and communications, oral or written, between any Released Party and the School with respect to such matters. This Release Form may not be amended or supplemented except by a writing signed by both Technogym and the School specifically referencing it.

/



## MOVE FOR A BETTER WORLD CHALLENGE

### 2015 OFFICIAL RULES

**12. Jurisdiction.** This Release Form is governed by the laws of the state of New York, which shall apply exclusively to the Challenge and all matters subject to this Release Form without regard to its conflicts of laws principles, and any dispute with respect thereto shall be resolved in either the federal or state courts located in New York City. The School consents to the exclusive jurisdiction of the courts of competent jurisdiction located in New York City for any disputes arising out of or relating to this Release Form and/or any disputes the School may have with Technogym arising out of or relating to the School's acceptance, use and redemption of, and participation in, the Prize or any part of it.

**13. Material Inducement.** The School acknowledges and agrees that its agreement to the terms set forth above is material inducement for Technogym to provide a Prize to the School and that Technogym would not do so in the absence of the School's agreement.

**14. All Information True and Correct.** I declare that all information the School submits in this Release Form is true and correct. I attest that I have read, or have had read to me, and understand the Official Rules, the Acknowledgement Email, and all the foregoing provisions of this Release Form, prior to its execution, and the School agrees to be bound by them.

ACKNOWLEDGED AND AGREED TO FOR MYSELF AND THE SCHOOL LISTED BELOW BY:

[Name of School]

---

Name (please print)

---

Signature

---

Title

---

Date

---

Telephone Number

---

Email Address

# MOVE FOR A BETTER WORLD CHALLENGE

## 2015 OFFICIAL RULES

### TECHNOGYM® MOVE FOR A BETTER WORLD CHALLENGE CONTEST Charity Prize Acceptance Affidavit and Release Form

Please read and sign this Prize Acceptance Affidavit and Release Form (the “**Release Form**”) for the charity (“**Charity**”) listed below. The fitness club listed below (“**Club**”) has been selected as a runner-up of the Let’s Move for a Better World Challenge Contest (“**Challenge**”) sponsored by Technogym USA Corp. (“**Technogym**”) and has designated the Charity to receive the Challenge prize (“**Prize**”). For the remainder of this Release Form, the individual signing below for him/herself and on behalf of the Charity is referred to as “**I**” or “**Me**.”

My signature below indicates that (i) I am at least 21 years old and am authorized to sign this Release Form on behalf of the Charity and have all rights and authority to bind the Charity to the representations, agreements, and undertakings set forth herein; (ii) the Charity accepts the Prize, as described in the acknowledgment email sent to the Charity by Technogym, which is incorporated into this Release Form by reference (“**Acknowledgment Email**”); and (iii) the Charity agrees to the terms of this Release Form and the Official Rules for the Challenge (“**Official Rules**”), available at: [www.technogymcom/us/letsmove](http://www.technogymcom/us/letsmove), which are incorporated herein by reference.

In consideration of awarding the Prize to the Charity, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby represent and agree as follows for myself and on behalf of the Charity:

**1. Eligibility.** The Charity meets the eligibility requirements for the Challenge as described in the Official Rules; the Charity agrees to all of the terms of the Official Rules; the Charity is legally permitted to redeem and accept the Prize awarded by Technogym and has agreed to do so; the Charity has authorized me to sign this Release for and on its behalf, with the intention that it shall be bound by the terms set forth herein. The Charity agrees to provide information necessary to establish its eligibility upon request from Technogym. I understand and agree that this Release Form, including the Acknowledgment Email, together with the Official Rules constitute a valid and binding legal agreement between Technogym on the one hand and the Charity and me on the other.

**2. Acceptance of the Prize.** I hereby acknowledge, on behalf of the Charity, that the Charity accepts the Prize, as described in the Acknowledgment Email as a one thousand dollar (US) donation. I understand that the Charity is entitled to receive only the Prize and that such Prize is nontransferable and no substitutions will be made except at the sole discretion of Technogym or as provided in the Official Rules. I understand that the Charity will be disqualified from receiving the Prize if any statement made by me in this Release Form is false. Neither the Charity (nor me on the Charity’s behalf) nor any Charity representative, employee, contributor, member or beneficiary of the Charity (“Charity personnel”) will be compensated in any way or receive payment of any kind for its/their participation in or attendance at the Prize award ceremony.

**3. Assistance.**

(a) Organization and Scheduling. The Charity covenants and agrees to assist Technogym, its agents, and others working for them or on their behalf and their respective licensees, successors, and assigns (hereinafter “**Technogym Parties**”) in organizing and executing the Prize award ceremony and the Training, including but not limited to by (i) working with Technogym to schedule mutually agreeable

# MOVE FOR A BETTER WORLD CHALLENGE

## 2015 OFFICIAL RULES

date(s) for the Prize award ceremony and the Training; and (ii) permitting Technogym Parties to enter upon Charity premises for the purpose of awarding the Prize and providing the Training.

(b) **Participant Consent.** No Charity personnel may participate in the Prize award ceremony (e.g., by appearing, speaking, performing, or presenting during and as part of the Prize award ceremony) or demonstrate or utilize in any way the Technogym® Excite + exercise equipment during and as part of the Prize award ceremony without executing a Release and Consent Form (as provided by Technogym). The Charity acknowledges and agrees that the Prize will not be delivered to the Charity and no Charity personnel may participate in the Prize award ceremony unless the Charity and all Charity personnel participating in the Prize award ceremony have signed and delivered to the Charity a signed Release and Consent Form. The Charity covenants and agrees to obtain a signed Release Form from the Charity and each participant and to deliver the Release Form to Technogym at 700 US Highway 46 East, Fairfield, NJ 07004 by no later than five (5) days prior to the Prize award ceremony.

### 4. Permissions.

(a) Use of the Charity's Name and Image. The Charity hereby grants to Technogym Parties the absolute right and permission to (i) use, publish, broadcast, and copyright the Charity's name and images of the Charity (photographic and videotaped), or to refrain from so doing, in any manner or media whatsoever for purposes of advertising or trade in promoting and publicizing Technogym's business, products, services, or the Challenge; and (ii) to photograph and/or videotape the Prize award ceremony for use in promoting Technogym's business, products, services, or the Challenge and to copyright and/or use and/or publish the same for such purpose or any other purpose throughout the world. The Charity agrees that the Technogym Parties may exercise all of the above rights without notice and without further compensation and that neither I nor the Charity shall have any right of approval, or claim (including without limitation, claims based upon invasion of privacy, defamation, or right of publicity) arising out of any use, alteration, distortion, or illusionary effect or use of any of the above in any composite form.

(b) License. The Charity hereby grants to Technogym and all Technogym Parties the perpetual, royalty-free, irrevocable, worldwide right and license to use, publish, broadcast, and copyright the Charity's voice recording, name, picture, and likeness, or to refrain from so doing, in any manner or media whatsoever for its business and commercial purposes including, without limitation, promoting and advertising the Challenge, Technogym, or any other use Technogym decides to make. I agree that the Technogym Parties may exercise all of the above rights without notice to me or the Charity and without further compensation and that neither I nor the Charity shall have any right of approval, or claim (including without limitation, claims based upon invasion of privacy, defamation or right of publicity) arising out of any use, alteration, distortion or illusionary effect or use of any of the above in any composite form.

(c) Ownership. The Charity agrees that any video recording, picture, or likeness of the Charity or anything derived therefrom created by the Technogym Parties is owned by them. If the Charity or the Charity's personnel should receive any print, negative or other copy, they shall not authorize its use by anyone else.

5. **Taxes.** The Charity covenants and agrees to be responsible for the payment of any transfer, sales, use, stamp, conveyance, value added, documentary, filing, federal, provincial, state, and local

# MOVE FOR A BETTER WORLD CHALLENGE

## 2015 OFFICIAL RULES

taxes and any other costs and administrative fees (collectively, the “**Taxes**”) not specifically stated in this Release Form (or the Acknowledgment Email) related to or caused by being designated the recipient of the Prize award and Technogym may issue an IRS Form 1099 for the total Estimated Retail Value of any Prize. Please visit the Official Rules for the Estimated Retail Value of the Prize.

### 6. **Release of Liability/Assumption of Risk and Waiver.**

(a) **Participation.** The Charity acknowledges and agrees that its acceptance, redemption and use of, and participation in the Prize or any part of it, are all undertaken voluntarily and entirely at its own risk and the Charity agrees to assume all such risk, including risk of property damage, bodily injury or death, and all other damage or potential damage, whether known or unknown to the Charity.

(b) **Release.** The Charity agrees to release Technogym, all Technogym Parties, and their subsidiaries, affiliates, divisions, employees, officers, directors, advertising and promotion, fulfillment and/or judging agencies, and related entities (together, the “**Released Parties**”) from any and all claims, causes, suits, or other liability for any loss, harm, damages, costs, or expenses, whether known or unknown to the Charity, including without limitation property damages, personal injury, and/or death arising out of the acceptance, possession, redemption, use or misuse of, and participation in any Prize or any part of it as well as any claims based on publicity rights, defamation, or invasion of privacy and merchandise delivery, including, without limitation, any such claims alleging or arising as the result of Released Parties’ negligence (together, “**Claims**”).

(c) **Waiver.** The Charity agrees to forever waive any and all Claims against the Released Parties and acknowledges and agrees that the foregoing waiver and release shall be binding on the Charity’s heirs, estate, successors, and assigns. **FOR RESIDENTS OF THE STATE OF CALIFORNIA:** the Charity acknowledges and agrees that its release and waiver extends to the following, the protections of which the Charity explicitly waives:

**California Civil Code Section 1542:** A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

(d) **Dispute.** The Charity hereby waives any right it may have to dispute the scope of this Release Form on the grounds that it is a general release and a release of unknown Claims.

7. **Indemnity.** The Charity further agrees to indemnify, defend, and hold harmless the Released Parties from and against all loss or damage arising from Claims and from any failure of the Charity to comply with or perform any obligation or undertaking under the Official Rules or this Release Form, including without limitation any Claim arising out of or relating to the Charity’s failure to obtain the required consents and releases from participants, and the Charity’s acceptance, use (or misuse), and redemption of the Prize and the Charity’s participation in it and/or any part of it.

8. **Specific Acknowledgment.** THE CHARITY SPECIFICALLY UNDERSTANDS AND AGREES THAT THE FOREGOING RELEASE AND INDEMNITY WILL PREVENT THE CHARITY AND ITS SUCCESSORS FROM BRINGING A LAWSUIT, CLAIM OR OTHER ACTION AGAINST TECHNOGYM OR ANY OTHER RELEASED PARTY AND FROM RECOVERING ANY MONEY DAMAGES OR OTHER LEGAL RELIEF FROM TECHNOGYM OR ANY OTHER RELEASED PARTY IN CONNECTION WITH ANY OF THE CLAIMS RELEASED ABOVE.

# MOVE FOR A BETTER WORLD CHALLENGE

## 2015 OFFICIAL RULES

**9. No Warranties.** The Charity hereby agrees that Technogym has neither made nor is in any manner responsible or liable for any warranty, representation, or guarantee, expressed or implied, in fact or in law, relative to the Prize, including but not limited to its quality, merchantability, fitness for a particular purpose, or mechanical condition.

**10. Enforceability.** If any provision of this Release Form is found to be unenforceable in any respect by a court, it is the Charity's intention and understanding that this Release Form will nonetheless be enforced to the maximum extent to which it is found by the court to be legally enforceable.

**11. Entire Agreement.** This Release Form (including the Acknowledgment Email and Official Rules incorporated herein) constitutes the entire agreement between Technogym and the Charity with respect to the matters described herein, and supersedes any and all other agreements and communications, oral or written, between any Released Party and the Charity with respect to such matters. This Release Form may not be amended or supplemented except by a writing signed by both Technogym and the Charity specifically referencing it.

**12. Jurisdiction.** This Release Form is governed by the laws of the state of New York, which shall apply exclusively to the Challenge and all matters subject to this Release Form without regard to its conflicts of laws principles, and any dispute with respect thereto shall be resolved in either the federal or state courts located in New York City. The Charity consents to the exclusive jurisdiction of the courts of competent jurisdiction located in New York City for any disputes arising out of or relating to this Release Form and/or any disputes the Charity may have with Technogym arising out of or relating to the Charity's acceptance, use and redemption of, and participation in, the Prize or any part of it.

**13. Material Inducement.** The Charity acknowledges and agrees that its agreement to the terms set forth above is material inducement for Technogym to provide a Prize to the Charity and that Technogym would not do so in the absence of the Charity's agreement.

**14. All Information True and Correct.** I declare that all information the Charity submits in this Release Form is true and correct. I attest that I have read, or have had read to me, and understand the Official Rules, the Acknowledgment Email, and all the foregoing provisions of this Release Form, prior to its execution, and the Charity agrees to be bound by them.

ACKNOWLEDGED AND AGREED TO FOR MYSELF AND THE CHARITY LISTED BELOW BY:

[Name of Charity]

---

Name (please print)

---

Signature

---

Title

# MOVE FOR A BETTER WORLD CHALLENGE

## 2015 OFFICIAL RULES

---

Date

---

Telephone Number

---

Email Address

[SEA\\_DOCS:1168907.4 \[16057.01300\]](#)