

“LET’S MOVE FOR A BETTER WORLD®” – 2017 EDITION

Conditions of the Initiative

Introduction.

- TECHNOGYM U.K. Ltd. intends to launch a public awareness campaign on the importance of physical activity to fight obesity and sedentary lifestyle.
- In addition to promoting physical activity, TECHNOGYM U.K. Ltd., will publicise the initiative on its channels which may allow facilities:
 - To increase member engagement and participation;
 - To increase their number of members (participants have to go to a facility taking part in the initiative).
- To do this, TECHNOGYM U.K. Ltd. is launching a campaign among fitness facilities (the “**Initiative**”) within The United Kingdom. The enabled Technogym® equipment within the participating facilities will be able to translate the training carried out by the members of the individual facilities into “**MOVES**” (the measurement unit for movement adopted by the Technogym® ecosystem), to establish a remote collection of MOVES among all the participating facilities.

Article I. Conditions of the Initiative

Promoter:

- The Initiative is promoted by TECHNOGYM U.K. Ltd. (registered number: 2782468) (hereinafter “**Promoter**”), a company registered in the United Kingdom. Promoter’s registered office is Two The Boulevard, Cain Road, Bracknell, RG12 1WP.

Requirements:

- Those eligible to participate in the Initiative are fitness facilities located in The United Kingdom (hereinafter the “**Facility (s)**”), equipped with Technogym® cardio and strength machines connected to the mywellness® cloud platform and running the CHALLENGE application;
- Outdoor and manual tracking of MOVES is not included and the maximum number of MOVES per day (not per workout) accepted by each end user that have subscribed to the Initiative and that have been generated within the facility is 2,000 MOVES.
- In order to properly run the campaign, The Promoter will invite Operators to use dedicated marketing materials that are available for download on www.technogym.com/letsmove. The Promoter can be contacted for more information regarding Technogym communication tools.

Benefactors:

- Each Facility must nominate a benefactor (hereinafter the “**Benefactor**”) to receive the prize in the event that the Facility achieves the winning level of MOVES collected for the Initiative as detailed in the following section. The chosen Benefactor must be a non-profit organisation operating in the field of fighting obesity and sedentary lifestyle located locally to the premises of the Facility.
- The educational institution selected as the beneficiary of the charitable gift must be identified within the beginning of the campaign scheduled according to the following Article II.

Prize:

- Each Facility achieving a total of 5,000,000 (five millions) MOVES will receive a prize on offer in an amount of Euro 10,000.00 (ten thousands/00) in Technogym® products and D&I services quoted at their list price, to be donated to the Benefactor (the “**Top Level Prize**”).

- Each Facility achieving a total of 3,000,000 (three millions) MOVES will receive a prize on offer of a Technogym® Arke functional kit to be donated to the Benefactor (the “**Medium Level Prize**”);
- Each Facility achieving a total of 1,000,000 (one million) MOVES will receive an invitation for 2 teachers or parents to a Wellness in Education Summit (held at the Technogym UK Showroom, at the address: Two The Boulevard, Cain Road, Bracknell, RG12 1WP) (the “**Entry Level Prize**”). Each of the Prizes shall be donated to the selected Benefactors.
- The Prizes listed above will not be cumulative; meaning if the Facility achieves 5,000,000 (five million) MOVES it does not receive the Medium and/or Low Level prizes; it will receive only the First Prize. If, for instance, the Facility achieves 3,000,000 (Three Millions) MOVES, it will receive only the Medium Level prize.
- The Prizes are non-transferable, non-negotiable and cannot be substituted for any other prize or cash value.
- The Promoter reserves the right to substitute all or any part of the 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 person/User/ Facility who enters the Initiative.
- A top representative from each facility that collects 3,000,000 (Three Million) MOVES will win the opportunity to visit **TG Village in Cesena, Italy** for the **LET’S MOVE FOR A BETTER WORLD Conference**, scheduled for a day between May and July 2017 (date to be confirmed, food & accommodation paid by Promoter, travel expenses not included or paid by Promoter).

Article II. Participation requirements

Participation in the Initiative requires the Facility to:

- be equipped with Technogym® cardio and strength machines capable of communicating the MOVES collected by the exercisers on the mywellness® cloud platform. This can be done either directly from the Internet enabled equipment or via a Technogym® device (the Technogym key or mywellness key) when it is plugged into a mywellness® cloud kiosk;
- have the CHALLENGE professional application;
- have a screen to display the results inside the Facility via a dedicated leaderboard;
- help support the initiative by, where possible, communicating the Initiative on the Facility’s social networks’ accounts using the following hashtags: **#letsmoveforabetterworld**, **#technogym** and the tag **@technogym**.

Any Facilities participating to the Initiative abide to grant to the Promoter and to Technogym S.p.A. - a public company established and existing under the laws of Italy, with registered offices at via Calcinaro, 2861, 47521 Cesena (FC), Italy - an unrestricted and irrevocable license to use any contents, images and videos created by the Facility in connection with the Initiative.

Any Facilities participating to the Initiative abide to grant access to the services of the Facility for free (no subscription fee or other compensation requested) for the entire Initiative duration to any individual not being already a member of the Facility who shows use of the Technogym® App on a personal device or any other specific marketing tool developed by the Promoter for the Initiative.

Article III. Machinery and timing

- The Facility that wishes to participate will need to meet the participation requirements listed above and register for the Initiative on www.technogym.com/letsmove no later than **February 09, 2017**.
- Registration for the Initiative can only be made by the member of staff who is registered as “Facility Director” on the mywellness® cloud platform.
- Facilities that are part of a chain of clubs can register and take part in the Initiative only as individual Facility and not as a chain of Facilities.
- The Initiative will start at 00:01 a.m. (GMT +1) on the **13 of March 2017** and end at 23:59:59 (GMT +1) of the **31 of March 2017** (“Closing Date”).

- Individual users (the “Users”) who take part in the Initiative shall register individually on mywellness.com or mywellness® mobile App or possess a Technogym key or mywellness® key individually assigned to them.
- In order to contribute MOVES to the Initiative the User must train on cardio or strength machines connected to the mywellness® cloud.
- The Facility they train at must have the Challenge application and be signed up to the “Let’s Move for A Better World” challenge. Users will then use their mywellness.com account or the mywellness® or Technogym key individually assigned to him/her by the Promoter.
- MOVES collected from activities outside the Club or manually uploaded will not count towards the Initiative and the maximum number of MOVES per day (not per workout) accepted by each User that have subscribed to the Initiative and that have been generated within the facility is 2,000 MOVES.
- Any Facility taking part in the Initiative will be indexed in the “Facility Finder” section of the www.technogym.com/letsmove and of the Technogym® App.

Prize Level Certification:

- The Prize Level achieved by each Facility (either Top, Medium or Low) will be based on the total number of MOVES accumulated by each Facility.
- Promoter does not accept any responsibility for network, computer hardware or software failures of any kind that may restrict the sending or receipt of any MOVES. Any MOVES entries received after the Closing Date will be invalid.
- A collection of all MOVES will be displayed through a “MOVES counter” on the www.technogym.com/letsmove website, which will provide an update in real time of the MOVES accumulated by the Facilities from all over the United Kingdom.
- The Facilities counter will display only the total of the MOVES accumulated by each Facility.
- In addition, the MOVES will be classified in “MOVES Levels” – to display the total number of MOVES collected by each Facility in respect to the Prize Levels achieved.
- The Facilities which achieved any of the Prize Levels will be announced within 30 days of the Closing Date (being the “Selection Date”).
- Promoter’s decision in this Initiative is final and legally binding and no correspondence will be entered into.

Exclusions:

- Facilities that do not meet the requirements described above cannot take part in the Initiative.
- Facilities must ensure that Users are either (i) over 18 or (ii) between 15 and 18 years of age and have obtained parental consent to participate in the competition and are a resident in the United Kingdom and members of a participating Facility.
- Facilities must ensure that Users taking part to the Initiative have granted license to the Promoter and to Technogym S.p.A. to use their individual images and contents as posted on any social network in connection with the Initiative.
- Failure to comply with any of these conditions will disqualify any entrant/Facility/User from taking part in the Initiative and the entry will be invalid.
- Furthermore, Promoter reserves the right to appoint a third party for the management of any of its rights provided into these Terms and Conditions, included the right to disqualify any entrant and/or winner and/or amend these conditions at any time in its absolute discretion.

User Involvement:

- Each Facility hereby undertakes to comply with all Data Protection Legislation in connection with any and all User personal data collated by it in connection with this Initiative.
- Each Facility hereby undertakes to ensure that all Users are aware of the Initiative terms and conditions (including relevant entry and participation requirements, opening and closing dates, nature of the Prize etc.) and to keep these conditions available to Users throughout the duration of the Initiative.
- Each Facility hereby undertakes to ensure that Users taking part to the Initiative abide to grant to the Promoter and to Technogym S.p.A. an unrestricted and irrevocable license to use any contents, images and videos created by the User in connection with the Initiative.

Article IV. Revocation of promise or change to implementation rules

- Promoter may change the rules of the implementation of this Initiative or cancel it for just cause pursuant by giving prior notice to each participating Facility and User by email.

Article V. General

- No liability - to the fullest extent permitted by law Promoter, its officers, directors, employees, agents and assigns, hereby disclaim all liability for any loss, cost or damage suffered by Facility(ies) and/or Users as a result of their participation in the Initiative, whether such loss, cost or damage arises from the Promoters negligence or otherwise and even if the Promoter are expressly informed of the possibility of such loss or damage.
- FURTHERMORE, except where prohibited by law, in no event will Promoter be liable to any Facility or User for any indirect, consequential, exemplary, incidental or punitive damages, including any indirect or consequential loss of (i) profits (ii) business interruption (iii) goodwill or reputation (iv) data (v) or otherwise, even if Promoter have been advised of the possibility of such damages.
- Facility and Users indemnify the Promoter, its agents, employees, representatives, associates, affiliates, parent and subsidiary companies against any and all claim, losses, costs, damages, liability and expenses arising out of their breach of any of these terms and conditions.
- Each Facility and User by entering this Initiative expressly releases the Promoter, its affiliates, agents, employees and directors from any claim, action or demand arising out of or in connection with the Initiative, if any and by entering the Initiative confirm that they assume total responsibility for their participation in the Initiative. Participants' sole remedy against Promoter for any dissatisfaction, loss, cost or damage in connection with the Initiative is to withdraw their participation from the Initiative.
- These rules are governed by the laws of England and Wales.
- The Promoter will make a minimum of three (3) attempts to contact the selected Facility by telephone or email within five (5) business days after the Selection Date. If a selected Facility cannot be contacted within such 5- day period, or if the Prize notification is returned undeliverable, or if that Facility fails or refuses to sign and submit the required release forms, that Facility will be disqualified and will forfeit.
- The Facilities and the Benefactors awarded a Prize must keep the results confidential until the results are publicly announced by Promoter.
- By participating in the campaign the facility allows Technogym in using its social media contents, images and videos created for the "Let's Move for a Better World" campaign.