

**MOVATI BE STRONG CHALLENGE
SCRATCH AND WIN CONTEST**

OFFICIAL CONTEST RULES

No Purchase Necessary To Play Or Win A Prize

1. Contest

- 1.1 Movati Athletic (Group) Inc. (“**Sponsor**”) is running the BE STRONG Scratch and Win Contest’(the “**Contest**”) which begins on September 1, 2018 (ET) (the “**Contest Start Date**”) and ends at 7:00 pm ET on September 14, 2018 (the “**Contest End Date**”). The period between the Contest Start Date and the Contest End Date is the Contest period (the “**Contest Period**”). The rules set out below are the official contest rules (the “**Rules**”).

2. Eligibility

- 2.1 To be eligible to participate in the Contest, you must: a) be a member in good standing at any one of the Sponsor’s clubs (each a “**Club**”), b) have reached the age of majority in your province of residence at the time of participating in the Contest; c) have registered in the MOVATI BE STRONG challenge during the Contest Period, above.
- 2.2 Notwithstanding the foregoing, employees of the Sponsor, or of its related companies, affiliates, and any promotion agencies, representatives and agents involved in the development, production and distribution of material related to this Contest (collectively, the “**Contest Entities**”), and any person which whom such employees reside are not eligible to participate in the Contest.

3. How to Participate in the Contest

- 3.1 You will be given a scratch and win card (a “**Card**”) by a Club employee upon your successful registration in the MOVATI BE STRONG CHALLENGE.

Scratch the Card where indicated to see which Prize you have won.

4. Prize Details

- 4.1 The Clubs will distribute a total of 1200 Cards during the Contest Period. Each Card will include one prize (each a “**Prize**”), all of which will be covered when handed to the potential winner. The following Prizes will be available to be won at the beginning of the Contest Period:

1. One (1) of the Cards will include a prize consisting of 20 free personal training sessions with an approximate retail value before tax (an “**APR**”) of \$1,300.00. (“**First Prize**”).

2. One of the Cards will include a prize consisting of 15% off the regular price of a package of personal training sessions with an APR of \$10.00 per session (“**Second Prize**”).

3. Forty-five of the Cards will include prizes consisting of 10% off the regular price of a personal training session with an APR of \$6.50 per session (each a “**Third Prize**”).

4. Four Hundred and Twenty-Eight Cards will include prizes consisting of 5% off the regular price of a personal training session with an APR of \$3.25 per session (each a “**Fourth Prize**”).

The APRs set out above are based on an approximate average retail value of \$65 per training session as of the Contest Start Date.

4.2 Prizes are non-transferable and must be accepted and redeemed in accordance with the Contest rules. Taxes, where applicable, are your sole responsibility. In the event that you are unable to redeem any or all of the Prize due to reasons beyond the control of Sponsor or its agents and all parties associated with the prize, no compensation or substitution will be provided. No modification will be made to the Prize. Sponsor reserves the right to change or substitute the Prize for a prize of equal or greater value.

5. **Odds of winning**

At the outset of the Contest, the overall approximate odds of winning a Prize are as follows:

1. First Prize: 1/1200
2. A Second Prize: 1/1200
3. A Third Prize: 118/1200
4. A Fourth Prize: 1080/1200

The total number of Prizes available to be won will decrease throughout the Contest Period as Cards are distributed and Prizes won.

6. **Awarding of Prizes**

6.1 When handed the Card by the Club Employee, you must immediately scratch the disc on the Card, fill in the blanks on the card including the correct answer to the mathematical skill-testing question and immediately return the completed Card to the Club employee.

6.2 In order to be declared a Winner, you must also complete and sign a Declaration and Release Form (the “**Declaration and Release Form**”) that the Club employee will give you whereby you acknowledge and confirm that you have complied with the Contest Rules and agree that the Contest Entities and their respective employees shall have no liability for any harm, accident, loss or prejudice related to the Contest, the Prize, or the

award of the Prize. By signing and returning the Declaration and Release Form, you also grant to the Sponsor the right, in relation to the Contest or its promotion, without any additional notice or compensation, to copy, reproduce, publish, broadcast, communicate by telecommunication, exhibit, disseminate, adapt, use and reuse your name, address (city, province), voice, declarations, image, photos or other representations or recordings for publicity purposes using any media and in any format, including, without limitation, on the Internet, and you may be required to sign a document to this effect.

7. Limitation of Liability

7.1 The Sponsor will not be held liable for any entries, communications, responses and Declaration and Release Forms that are lost, delayed, destroyed or misdirected or for any other technical defect, including those related to computers, software, telecommunications networks, telephones or Internet connections. The Sponsor assumes no liability for false or incorrect information caused either by the users or by any equipment or program associated or used in connection with the Contest or for any human or technical error that may take place during the Contest process.

8. Privacy

8.1 By entering the Contest, you agree to the collection, use and disclosure by the Sponsor or its authorized agents of your personal information provided on the Card for the purpose of carrying out the Contest and delivering the Prize.

8.2 Personal information may be transferred to third parties that are retained by the Sponsor to perform storage, management and other similar functions, subject to the laws applicable to the protection of personal information and the Sponsor's internal policies regarding personal information. Files containing personal information will be kept at the Sponsor's or its service provider's offices or on their servers and employees who require access to personal information in order to fulfil their job requirements will have access to these files. To the extent provided by applicable law, the individuals concerned may request access to the file containing their personal information and the correction of such information by contacting the Sponsor at:

“http://www.movatiathletic.com/static/pdf/footer/movati_athletic_privacy_policy.pdf”

9. General

9.1 By entering the Contest, you:

- (a) agree to be bound by these Rules;
- (b) agree not to hold liable the Contest Entities or their respective directors, officers and employees, for any prejudice, loss or damages of any kind incurred by you or any other person wholly or in part, directly or indirectly, from the acceptance, possession, use or abuse of the Prize, participation in this Contest, or any activity

related to the Prize; and

- (c) agree to indemnify the Contest Entities and their respective directors, officers and employees, for any claims related to any violation of these Rules by you.
- 9.2 The Sponsor's decisions are final. The Sponsor reserves the right, at its sole discretion, to disqualify you if you violate these Rules, or disrupt or attempt to disrupt or alter the participation process or the operation of the Contest.
- 9.3 Any attempt to deliberately damage any property or website related to the Contest or to hinder the legitimacy of the Contest process may constitute a violation of civil and criminal laws and the Sponsor reserves the right to initiate legal proceedings and claim damages to the extent permitted by law.
- 9.4 Winning Cards are subject to verification and may be declared invalid if they are illegible, incomplete, mechanically reproduced, damaged, tampered with, falsified or altered in any way.
- 9.5 No correspondence will take place in relation to the Contest, except for correspondence with Winners.
- 9.6 The Sponsor reserves the right to annul, suspend or modify the Contest if a computer problem, an unauthorized human intervention or another cause beyond the control of the Sponsor alters or affects the security, fairness, integrity, management or adequate conduct of the Contest.