

## EQUINOX

### #EQXCHALLENGE FALL 2015 CONTEST OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

- 1. PRELIMINARY INFORMATION:** By entry into the Contest, you accept and agree to be bound by these official rules (“Official Rules”). The #EQXChallenge Fall 2015 Contest (the “Contest”) is sponsored by Equinox Holdings, Inc., located at 895 Broadway, New York, NY 10003 (“Equinox”). The Contest is subject to all applicable federal, state, municipal, and local laws and regulations. Void where prohibited by law.
- 2. ELIGIBILITY:** “Entrant” means each individual that is eligible to enter the Contest by satisfying the following requirements. The Contest is open only to legal residents of the fifty (50) United States and the District of Columbia who are, as of the date of entry, at least eighteen (18) years of age and current members of one or more of Equinox’s clubs located in the United States and the District of Columbia (“Equinox Clubs”). Equinox members who at any point during the Contest Period (defined in Section 4 below) have a past due balance, have frozen their membership account or are otherwise not in good standing or permitted to enter Equinox facilities for any reason will not be eligible to enter or win. Employees, independent contractors, officers, and directors of Equinox and its affiliates and subsidiaries and their immediate family members (spouse/domestic partner, parents, children, siblings and their respective spouses) and/or those living in the same household of each (whether legally related or not) are not eligible to enter or win.

Entrants must have an activated online Equinox account, accessible through the Equinox website and/or Equinox mobile app (an “Equinox Digital Account”) in order to enter and participate in the Contest. Visit <http://equinox.com> for more information on how to activate your Equinox Digital Account. The Equinox mobile app is available only for the iOS operating system. Entrants are responsible for their own mobile devices and Internet and cellular access. Data rates may apply. Entrants must also have a valid email address on file with Equinox. Should multiple members be associated with the same Equinox membership account such as through a family membership and a dispute thereafter arises regarding the identity of the Entrant, the primary account holder of record with Equinox will be considered the Entrant.

- 3. HOW TO ENTER:** In order to enter and participate in the Contest and participate in its weekly challenges (“Weekly Challenges”), eligible Entrants must sign up by (1) visiting <http://equinox.com/challenge> or clicking the “Join” button in the Equinox mobile app to be taken to the Contest page (the “Contest Dashboard”) and (2) completing and submitting the sign-up form. Entrants only need to sign up the Contest only once.

**Early Sign-Ups:** Eligible Entrants may begin registering for the Contest on October 21, 2015 once Equinox launches the registration page (expect to occur prior to 5:00PM ET). Sign-ups begin the week before the Contest Period begins; Entrants who chose to sign-up before the Contest Period will not earn points for any activity completed before the Contest begins (other than as expressly noted in Section 4 for Weekly Digital Activities). Sign-ups will remain available through the duration of the Contest Period.

**Home Clubs:** When entering, each Entrant must select one Equinox Club where he/she will be competing for points (the “Home Club”). The Home Club must be an Equinox Club (1) within fifty (50) miles of the Entrant’s home address (as determined by the address then on-file with Equinox); and (2) included in the Entrant’s membership class. This means that for an Entrant with a “Select” membership, the Home Club must be the one Equinox Club at which he/she is a member; for an Entrant with a “Regional” membership, the Home Club must be in his/her region; and for an Entrant with an “All-Access” or “Destination” membership, the Home Club may be any Equinox Club included within the “All-Access” or “Destination” class (so long as it is within fifty (50) miles of the Entrant’s home address). Once selected, an Entrant’s Home Club may not be changed during the Contest Period. The Home Club is used for scoring purposes—you will compete against the other Entrants who selected the same Home Club, but you may earn your points by visiting any Equinox Club within your membership class. For clarity, you will only receive entry into the Contest, and compete for the Prize, for your Home Club.

4. **HOW TO PLAY:** The Contest begins October 26, 2015 at 12:00:00 AM and ends November 15, 2015 at 11:59:59 PM (the “**Contest Period**”). The Contest Period consists of three (3) periods of Weekly Challenges:

CONTEST PHASE	CONTEST PERIOD BEGINS AT 12:00:00 AM ON:	CONTEST PERIOD ENDS AT 11:59:59 PM ON:
<b>Weekly Challenge #1</b>	October 26, 2015	November 1, 2015
<b>Weekly Challenge #2</b>	November 2, 2015	November 8, 2015
<b>Weekly Challenge #3</b>	November 9, 2015	November 15, 2015

The time for the beginning and end of the Contest Period, and each period of Weekly Challenges, is based on the time zone of the Entrant’s designated Home Club. Specifically, Eastern Time applies to Home Clubs in Connecticut, Florida, Maryland, New Jersey, New York and Washington D.C.; Central Time applies to Home Clubs in Illinois and Texas; and Pacific Time applies to Home Clubs in California.

Entrants who have signed up for the Contest will compete against other Entrants at their designated Home Club by completing various challenges to earn points. There will be one (1) Contest winner for each Home Club, who will be selected based on the highest points earned during the Contest Period (see Section 6 for more information). The chart below describes each Challenge, how it is completed, its points value, and any rules and limitations such as the frequency the Challenge can be completed. For purposes of calculating points, “day” will mean the twenty-four (24) hour period commencing at 12:00:00 AM of the applicable time zone and ending at 11:59:59 PM of such time zone.

Entrants who enter the Contest in the middle of the Contest Period will not receive points for activity completed prior to their entry into the Contest (other than as expressly noted above for Weekly Digital Activities). For example, an Entrant who joins on Wednesday October 21<sup>st</sup> will not receive points for a club-check in on Tuesday October 20<sup>th</sup>.

CHALLENGE	ACTIVITY	POINT VALUE	LIMITATIONS / RULES
<b>Club Check-in</b>	Check into any Equinox Club in your membership class	20 points per check-in	One (1) check-in per day (Maximum points per week: 140)  Seven (7) check-ins total per Weekly Challenge period (Maximum overall points: 420)
<b>In-Club Activity</b>	Complete one of the following: (1) Attend an Equinox class (Class must be added to the Schedule in your Equinox Digital Account to earn points); (2) Log a custom workout in the Activity section of your Equinox Digital Account; OR (3) Participate in a personal training or a private/semi-private Pilates session	25 points per activity	Up to two (2) activities per day (Maximum points per week: 350)  Up to fourteen (14) activities per Weekly Challenge period (Maximum overall points: 1,050)
<b>Weekly Digital Activity</b>	Complete the digital challenge for each Weekly Contest Period	15 points per digital activity	One (1) digital activity per week (Maximum points per week: 15; Maximum overall points: 45)
	<b>Weekly Challenge #1: Activate Automatic Class Calorie Estimator (ACCE):</b> Activate by either (1) clicking the ACCE link on the Contest Dashboard and following the instructions or (2) following the instructions in “Settings” section of your Equinox Digital Account		Entrants who have activated ACCE in their Equinox Digital Account prior to Weekly Challenge period will receive points for this Challenge

	<p><b>Weekly Challenge #2: Set a Favorite:</b> Set a Favorite Category, Class or Instructor in your Equinox Digital Account</p>		Entrants whose Equinox Digital Account includes a Favorite prior to the Weekly Challenge period will receive points for this Challenge. Adding additional favorites will NOT result in additional points
	<p><b>Weekly Challenge #3: Join the Cycling Group:</b> Join by clicking Cycling Group link on the Contest Dashboard (or in the applicable Contest-related email from Equinox) and following the instructions</p>		Entrants who have joined the Cycling Group prior to the Weekly Challenge period will receive points for this Challenge
Weekend Challenge	<p>Complete one or <b>both</b> weekend challenge activities for each Weekly Challenge period. Weekend challenge may be completed on Thursday, Friday, Saturday or Sunday</p> <p><b>Weekly Challenge #1: Athletic Training or Custom Workout:</b> Attend an Equinox class in the Athletic Training category <b>or</b> log a custom workout</p> <p><b>Weekly Challenge #2: Yoga or Custom Workout:</b> Attend an Equinox class in the Yoga category <b>or</b> log a custom workout</p> <p><b>Weekly Challenge #3: Cycling or Custom Workout:</b> Attend an Equinox class in the Cycling category <b>or</b> log a custom workout</p>	<p>35 points per weekend challenge activity</p> <p><b>BONUS:</b> Receive an additional 50 points for completing <b>both</b> activities for the Weekend Challenge during the applicable weekend</p>	<p>70 regular points and 50 bonus points will be earned for completing both digital activities once per weekend. Completing the same activity twice will NOT result in additional or bonus points (Maximum points per week: 120; Overall maximum points: 360)</p> <p>To earn points, class must be added to the Schedule in your Equinox Digital Account and/or custom workout must be logged in the Activity section of your Equinox Digital Account</p>

Equinox advises you to consult your physician prior to beginning any exercise program, and to see them on a regular basis. If you experience any pain or difficulty with any part of a Challenge, stop and consult your physician right away.

When participating in the Contest, all Entrants must continue to comply with the terms and conditions of their Membership Agreement with Equinox, including any other waivers or documentation provided as part of the Equinox enrollment or member relations process, and all other standard rules, policies and procedures of Equinox and/or the designated Home Club (collectively, "**Membership Rules**"). EQUINOX RESERVES THE RIGHT TO, IN ITS SOLE DISCRETION, DISQUALIFY ANY ENTRANT EQUINOX FINDS TO BE TAMPERING WITH THE ENTRY PROCESS OR THE OPERATIONS OF THE CONTEST DASHBOARD OR THE EQUINOX WEBSITE OR MOBILE APP, INCLUDING WITHOUT LIMITATION BY ATTEMPTING TO OBTAIN ADDITIONAL POINTS, WHETHER THROUGH USE OF ROBOTIC, AUTOMATIC, PROGRAMMED OR OTHER LIKE MEANS, OR OTHERWISE UNDERMINING THE LEGITIMATE OPERATION OF THE CONTEST; TO BE ACTING IN VIOLATION OF MEMBERSHIP RULES, OR TO BE ACTING IN AN UNSPORTSMANLIKE OR DISRUPTIVE MANNER, OR WITH INTENT TO ANNOY, ABUSE, THREATEN OR HARASS ANY OTHER EQUINOX MEMBER OR EMPLOYEE. **ANY ENTRIES THAT DO NOT COMPLY WITH THESE OFFICIAL RULES WILL BE VOID AND DISQUALIFIED.**

- LEADERBOARD:** As part of the Contest, Equinox will maintain a leaderboard for each Home Club that displays all of that Home Club's Entrants, ranked by current points, with highest points first ("**Leaderboard**"). The Leaderboard will be available on the Contest Dashboard and will display each Entrant's first name + first initial of last name and their Equinox Digital Account profile picture (if any). Equinox may also display each Home Club's Leaderboard within such Home Club. Entrants cannot opt-out of listing on the Leaderboard; however, entrants who do not want their first name + first initial of last name listed can set an alias during the sign-up process by clicking the "Edit" button next to their name and entering an alias. Entrants who do not want their profile picture displayed in the Leaderboard may disable their profile picture, or change their profile picture to a non-identifying image, by adjusting the settings in their Equinox Digital Account. Entrants may not select, and Equinox may remove from the Leaderboard, (a) any alias or profile picture that Equinox, in its sole discretion, deems to be inappropriate, including because it references or depicts conducts that is violent, sexually explicit, illegal, racially

or morally offensive; infringes a third party's intellectual property or privacy rights; or contains an image(s) of children under the age of thirteen (13) years old. Equinox reserves the right to remove any inappropriate alias profile picture and to disqualify the Entrant as a result thereof. Equinox also reserves the right in its sole discretion to remove from the Leaderboard any Entrant who is disqualified and/or otherwise does not comply with these Official Rules. The Leaderboard will not display real-time results, and will be updated on a nightly basis.

**While Equinox endeavors to ensure that the Leaderboard is kept accurate throughout the Contest, it does not guarantee that Leaderboard will display actual and/or then-current results, and actual points and official winners will be determined in accordance with Section 6 below, in Equinox's sole discretion.**

- 6. HOW TO WIN:** The Entrant at each Home Club who validly earned the highest number of points during the Contest Period will be deemed the Contest winner for his/her Home Club, i.e., there will be one (1) winner per Home Club and seventy-two (72) total winners. Entrants who won one (1) or more Weekly Challenges are eligible to win the Overall Challenge for their Home Club. At the end of the Contest Period, all points earned during that period will be scored and added up by Equinox. Scoring and determination of the winners will occur on/about three (3) business days after the end of the Contest Period, but may be expedited or delayed in Equinox's sole discretion. In the event of a tie in the highest total number of points at a Home Club, the winner for that Home Club will be the Entrant who finished earning the points first. For example, if Entrant A finishes earning the highest total number of points by 9:00am Sunday November 15 and Entrant B finishes earning the same highest number of points by 7:00pm Saturday November 14, Entrant B will be the winner. The time at which each Entrant finishes earning his or her points will be determined by Equinox, in its sole discretion, based on review of its records and systems. All decisions on winners and the number of points earned by each Entrant will be in Equinox's sole discretion, and will be final and binding up on all Entrants.
- 7. COMMUNICATION WITH POTENTIAL WINNERS:** Equinox will contact potential winners by email (as determined by the email address then on-file with Equinox) on/about three (3) business days after the end of the Contest Period, but notification may be expedited or delayed in Equinox's sole discretions. Potential winners must reply to the email, and provide any requested information (e.g., method of picking up Prize), within forty-eight (48) hours. Unless otherwise instructed by Equinox, the reply will be sent to the General Manager of the potential winner's Home Club, with whom the potential winner will coordinate to claim his/her Prize. If a potential winner's response to such notification is not received within forty-eight (48) hours after initial message was sent, or the initial message is returned as undeliverable or a potential winner is otherwise deemed ineligible, not in compliance with these Official Rules or does not accept his/her Prize, Equinox will have the right in its sole discretion to disqualify the potential winner without further notice and forfeit his/her Prize. As a condition of winning, Equinox may require all potential winners to complete an Affidavit/Declaration of Eligibility (certifying, among other things, that the potential winner complied with these Official Rules of the Contest), a Release of Liability, a Prize Acceptance Form, an Appearance and Publicity Release and Assignment of Rights, and any other information or documentation reasonably required by Equinox. All such documents must be completed and returned within five (5) days (including Saturdays, Sundays and Holidays) of attempted delivery of the same to the potential winner. If any required documents are not returned within such time period, or if any sending of documentation is returned as undeliverable, Equinox will have the right in its sole discretion to disqualify the potential winner without further notice and forfeit such potential winner's Prize. All results are unofficial until Equinox's acceptance of all potential winners' claim of the Prize and completion of related documentation. Entrants that do not win will not be notified.
- 8. PRIZES AND APPROXIMATE RETAIL VALUE): Contest Winners:** One (1) Contest prize will be available to be awarded per Home Club Contest Winner (Contest-wide total of seventy-two (72) prizes) (each, a "**Prize**") and each Prize will be comprised of exclusive EQUINOX-branded apparel and/or gear valued at approximately \$100 per prize.

All Prizes will be awarded "as is" with no warranty or guaranty, either express or implied by Equinox. Prizes are non-transferable and have no cash value. All taxes and other assessments resulting from the acceptance of a Prize are the sole responsibility of the winner and some winners may be subject to withholding tax. Prizes consist of only the items specifically listed as part of the Prize. In no event will Equinox be obligated to award more than the stated number of Prizes. Equinox reserves the right to substitute any Prize with a different Prize of equal or greater value. In no event will Equinox be obligated to award more than the stated number of Prizes.

Unclaimed Prizes will not be awarded. Prizes may not be awarded if, among other things, the potential winner does not meet the Contest eligibility requirements or the Prize is not properly claimed. Winners may claim their Prizes either by (1) picking up the Prize at their designated Home Club from the club's General Manager or (2) having Equinox mail the Prize to their home address at no additional cost.

9. **PRIVACY POLICY:** By entering the Contest, each Entrant agrees to be bound by Equinox's Privacy Policy, which you may review at <http://www.equinox.com/privacy>. **By entering the Contest, each Entrant consents to having his or her first name + first initial of last name, and Equinox Digital Account profile picture (if any), included on the Leaderboard of his or her designated Home Club, including Leaderboard display on the Contest Dashboard and/or in the Home Club. See Section 5 for information on how to use an alias on the Leaderboard instead of your name and how to disable or create a non-identifying profile picture.** The first name and last name of winners, as well as their Equinox Digital Account profile pictures, may also be posted on the Equinox website, within the Equinox mobile app and/or within the winner's designated Home Club, or otherwise included in a publicly-available winner's list. Entrants also acknowledge and agree that Equinox may, without limitation to any rights in the Privacy Policy, send Entrants Contest-related emails such as Leaderboard updates and challenge details.
10. **GENERAL RULES:** By entering the Contest, Entrant accepts and agrees to these Official Rules and the decisions of Equinox and its representatives, which shall be final in all matters, and Entrant represents to Equinox that he/she is eligible to participate in the Contest and that all information he/she provides is and will be accurate. Proof of submission is not proof of receipt of entry. To the extent permitted by applicable law, acceptance of these Official Rules also constitutes permission to Equinox to, and Equinox reserves the right (but not the obligation) to use each Entrant's name and likeness (including his/her Equinox Digital Account profile picture) in any and all media throughout the world in perpetuity without further notice or compensation to, or approval from, the Entrant in connection with the Contest and the advertising, promotion and marketing of the Contest and Equinox.

The Released Parties (as defined below) are not responsible for (1) incomplete, lost, late, damaged, illegible or misdirected submissions of points, Prize/Prize notifications or other communications to or from Entrants (including as a result of any active or passive e-mail filtering by an Entrant's ISP, Equinox Digital Account or e-mail provided or insufficient space in an Entrant's email account or errors or losses of any postal or delivery service); (2) technical problems (including without limitation malfunctions of any telephone lines, computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmissions or any combination thereof); (3) fraud, cheating or other tampering with the Contest or its entry process; (4) typographical or other error in the printing or display of the offer, administration of the Contest or announcement of the Prizes or winners; or (5) any factor beyond its reasonable control that may impair the integrity, security, fairness, or proper functioning or administration of the Contest. **As a result of any of the foregoing errors, failures or factors or for any other reason (including an unanticipated occurrence not fully addressed in these Official Rules) Equinox reserves the right to, in its sole discretion, cancel, modify, terminate or suspend the Contest, or any part thereof including any Contest Period and Official Rules, in a manner deemed reasonable by Equinox.** Notice of any cancellation, modification, suspension or termination will be posted on the Equinox website. In the event of any cancellation, modification, suspension, or termination Equinox reserves the right (but not the obligation) to select winners, using the scoring criteria set forth above, from the eligible, non-suspect entries received prior to the time of the event warranting such cancellation, modification, suspension or termination. Equinox is not responsible for any damage to any Entrant's computer system/software related to or resulting from participation or downloading any materials in the Contest.

By entering the Contest, each Entrant agrees, to the fullest extent permitted by law, on behalf of himself/herself and his/her heirs and assigns to: (1) forever waive, release, discharge and hold harmless Equinox, its affiliates and subsidiaries, and each of their respective officers, directors, employees and independent contractors ("**Released Parties**") from and against any and all liabilities, damages, losses, suits, demands, causes of action (including without limitation negligence) or other claims of any nature whatsoever, including without limitation any losses caused by or claimed to be caused by property damage, personal injury, physical harm, illness, death, or litigation arising out of or relating in any way to the Contest, participation in the Contest, and/or acceptance, possession, use or misuse of any Prize; and (2) indemnify the Released Parties from and against any and all

liability arising out of the Contest, including participation in the Contest and or failure to comply with these Official Rules. Each Entrant hereby acknowledges that, to the fullest extent permitted by law, the Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to any Prize, including express warranties provided exclusively by prize suppliers that may be sent along with a Prize. Entrants assume all liability for any injury or damage caused, or claimed to be caused, by the Contest, participation in the Contest and/or acceptance, possession, use or misuse of any Prize. Claims may not be resolved through any form of class action. The Contest, these Official Rules, and any claims or disputes arising out of or relating in any way to the foregoing, will be governed by and construed in accordance with the laws of the State of New York, without reference to its conflicts of laws principles. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest materials (including the "How to Play" instructions) and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control. The Contest and all related Contest materials, websites, pages, contents and code are copyright © 2015 Equinox Holdings, Inc. Equinox's name, designs, logos and slogans are trademarks or service marks of Equinox. Copying or unauthorized use of any copyrighted material or trademarks without the express written consent of Equinox is strictly prohibited.

- 11. WINNERS LIST:** To receive the names of the winners, send an email to [equinox.marketing@equinox.com](mailto:equinox.marketing@equinox.com) with the subject line "#EQXChallenge Fall 2015 Winner's List." Requests must include the requesting Entrant's Home Club and be received by 11:59:59 PM on January 14, 2015 Eastern Time. Winners list will not be sent until all winners have been verified.