

Terms and Conditions

For purposes of these terms and conditions “we”, “us”, “our” and “Crunch” refer to Crunch, LLC, and “I”, “you” and “your” refer to you (the member). “This application” and “our application” refer to The CrunchTime Active Rewards Application. “CrunchTime Active Rewards” refers to any services related to or connected with Crunch and/or the application.

1. RELEASE AND WAIVER

By registering with the CrunchTime Active Rewards Application to participate in the CrunchTime Active Rewards program (the “Program”), I acknowledge that I am doing so voluntarily and with the understanding that Crunch Fitness and its parents, affiliates, subsidiaries, employees, directors and agents are not providing medical advice to me in connection with the Program. I understand that any activities, goals or other information presented to me through the application and/or under the CrunchTime Active Rewards Program are not substitutes for a medical professional's evaluation, diagnosis and treatment. I am solely responsible for obtaining necessary medical advice about participation in the CrunchTime Active Rewards Program from my personal medical service providers.

I understand that regardless of my physical condition while engaged in the CrunchTime Active Rewards Program, certain elements of the CrunchTime Active Rewards Program may involve risk of injuries or aggravation of preexisting injuries, diseases or physical conditions.

I fully accept all such risks resulting from engagement in the CrunchTime Active Rewards Program and to the extent permitted by law hereby release and discharge Crunch and its parents, affiliates, subsidiaries, agents, directors and employees from any and all liability, claims, suits, demands or causes of action which may arise in connection with my participation in the CrunchTime Active Rewards Program. This release of liability and waiver is intended to cover all other acts or omissions of Crunch even if such act or omission is the result of intentional, reckless, grossly negligent or negligent conduct.

I understand this Release and Waiver is contractual and not a mere recital. I have read it fully; I hereby acknowledge that I understand it; and I voluntarily accept all terms and conditions contained herein. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS STATED HEREIN, STOP USING THE APPLICATION IMMEDIATELY.

2. PRIVACY AND SECURITY

<https://www.crunch.com/privacy-policy>

2.1 SECURITY PRACTICES

Crunch recognizes and respects your desire for privacy when it comes to your personal information. We protect all member's personal information according to established data privacy laws and regulations which are applicable to such information and established company security standards and practices, and continually evaluate new technologies, policies and procedures for having the most up-to-date methods of safeguarding information. The collection, use, and

disclosure of your personal information will be done only in accordance with Crunch's [Privacy Policy](#).

2.2 CRUNCHTIME ACTIVE REWARDS APPLICATION ACCESS AND REGISTRATION

In order to use this CrunchTime Active Rewards Application, certain member information is required. Members are required to complete an online registration form within the application prior to accessing the Program. During registration, a member is required to give their contact information (name and email address), and other limited information, so that the member can be correctly identified. Required information will be indicated as such on the registration form.

3. PROGRAM RULES AND PARAMETERS

3.1 GET ACTIVE CHALLENGES

Get Active challenges are weekly challenges that will run for 104 weeks.

Members must activate Get Active challenges to trigger first challenge.

Your first weekly Get Active challenge will start on the Monday after the you complete the registration process and activate the Get Active challenges.

Get Active challenges are one week long (Monday-Sunday) and must be achieved by 11:59pm CST Sunday. Active Days must be earned within that week to count toward the Get Active challenge.

Get Active challenges will consist of a number of Active Days you will need to complete the challenge.

You can either earn 1 Active Day or 1.5 Active Days each day based on the number Active Calories you burned during a given day.

Each week, your Get Active challenge is calculated using an algorithm, which is dynamic and changes based on your prior activity. If you meet your Get Active challenges, the future Get Active challenges will become more difficult. If you do not meet your Get Active challenges, future Get Active challenges will become easier.

Logging in to the CrunchTime Active Rewards Application is the only way to ensure that your activity data syncs to the program. It is recommended that you log in to the CrunchTime Active Rewards Application at least once per week to sync your data.

3.2 EARNING REWARDS

Rewards are provided by Crunch and will be in the format of a credit toward your monthly dues ("Dues Credits"). You can earn Dues Credits each week by completing Get Active challenges.

Over the span of 104 weeks, you can earn in Dues Credits that will be applied each month towards your monthly Crunch bill.

3.3 AUTHORITY AND MODIFICATIONS

Crunch has sole discretion in administering the Program's terms and conditions.

These terms and conditions may change from time to time without prior notification.

A modified copy of the terms and conditions will be posted to the CrunchTime Active Rewards application once any changes are in effect.

Crunch is not responsible for misinterpretation or lack of knowledge of terms or conditions.

3.4 CANCELLATION

Crunch reserves the right to terminate the membership of anyone who fails to adhere to the terms and conditions, or for other behavior or actions deemed inappropriate by Crunch in its sole and absolute discretion.

In such cases, Crunch will notify the member within a reasonable period through the email address provided to Crunch during member registration.

All services, rewards, and other benefits of the Program cease immediately upon a member's termination and will not be reinstated.

3.5 ASSUMPTION OF RISK

Use of the CrunchTime Active Rewards Application, including without limitation, any activities or other incentives related to the CrunchTime Active Rewards Program, may include physical exercise and other health and fitness activities. These activities may involve risks or otherwise not be appropriate for all persons.

Recommendations given in the CrunchTime Active Rewards Application are for healthy, active individuals without cardiovascular heart disease, risk factors or other contraindications to exercise.

CrunchTime Active Rewards Program participants fully accept all risk and responsibility involved in engaging in the CrunchTime Active Rewards Program.

Crunch is not liable for any loss, injury or other adverse effects in connection with your participation in the CrunchTime Active Rewards program.

Before taking part in these activities, consult with your healthcare professional for a thorough evaluation, review of your present condition, and guidance in what screenings and activities are safe and appropriate for you.

3.6 RIGHT TO REVOKE

Crunch is the final authority on qualification for CrunchTime Active Rewards Program engagement and rewarding of weekly rewards and reserves the right to deny or revoke rewards at any time if Crunch determines that such credit was improperly given.

All members are required to provide verification of physical activity through Apple's Health app to be awarded rewards for participation in the CrunchTime Active Rewards Program.