

**Promotion
Terms and Conditions**

YOU WILL BE RESPONSIBLE FOR THE MEMBERSHIP APPLICATION FEE OR SERVICE RETAINER IN CONNECTION WITH A MEMBERSHIP APPLICATION. This promotion (the "Promotion") is sponsored by the WeWork Companies Inc. affiliate set forth on your membership agreement that you sign ("WeWork").

PLEASE NOTE: IF YOU ARE A U.S. RESIDENT, THE INTERNAL REVENUE SERVICE REQUIRES FORM 1099-MISC TO BE ISSUED AND FILED FOR EACH RECIPIENT WHO RECEIVES A PROMOTIONAL OFFER IF THE ANNUAL AGGREGATE VALUE OF THIS PROMOTIONAL OFFER IS AT LEAST \$600 OR MORE. THE 1099-MISC WILL BE FURNISHED TO EACH PROMOTIONAL OFFER PARTICIPANT DIRECTLY FROM WEWORK. THE 1099-MISC WILL BE ISSUED FOR THE FAIR MARKET VALUE OF THE PROMOTIONAL OFFER.

PROMOTIONAL OFFER PARTICIPANTS ARE RESPONSIBLE FOR ANY INCOME TAX LIABILITY AND SHOULD CONSULT THEIR TAX ADVISORS FOR THE PROPER TAX TREATMENT OF THIS INCOME ON THEIR TAX RETURN. YOU ACKNOWLEDGE THE POSSIBLE TAX IMPLICATIONS THAT LEAVING A WEWORK SPACE BEFORE THE ALLOTTED TIME COULD SUBJECT YOU TO A GREATER TAX BURDEN THAN IF YOU WERE TO REMAIN FOR THE FULL TERM OF THE MEMBERSHIP. NOTWITHSTANDING ANY OF THE ABOVE, YOU ACKNOWLEDGE THAT YOU WILL BE RESPONSIBLE FOR ANY ADDITIONAL TAXES THAT MAY RESULT FROM YOUR PARTICIPATION IN THIS PROMOTION.

By being selected for this promotion and entering into a membership you must commit to 5 hours of service, professionally or personally, to either a non-profit in the WeWork community or an approved local organization.

The Promotion is subject to change at any time and without notice, and may end at any time and without notice.

HOW TO APPLY:

In order to be eligible to participate in the Promotion, you must (1) submit an application at the promotion webpage of an eligible WeWork location ("Eligible Location"), (2) be selected to interview with members of the community, (3) attend a guided tour of an Eligible Location where you want to participate, (4) undergo WeWork's routine background and credit checks for new members, (5) sign an acknowledgment that you read and agree to these terms and conditions, and (6) sign the standard WeWork Membership Agreement ("Application") for the Eligible Location.

By submitting an Application or accepting a nomination for the Promotion, you agree that your Application and/or any other content or information provided by you or collected by WeWork in connection with the Promotion may be used by WeWork in accordance with WeWork's Privacy Policy, available at <https://www.wework.com/signup/privacy>, and Terms of Service, available at

<https://www.wework.com/signup/tos>, and may be shared with WeWork's affiliated business entities. By submitting an Application, you grant WeWork the right to use any content contained in your Application in any and all media and manner WeWork deems appropriate (including for promotional purposes), in perpetuity and without any compensation to you or any review, approval, or notifications rights.

WeWork expressly reserves the right to disqualify any applications that it believes in good faith are generated by automated means or scripts, in violation of these Terms and Conditions or otherwise result from any unsportsmanlike or disruptive conduct, and all such associated applications shall be void.

Promotional Offer

Promotional Offers are extended at the discretion of WeWork, and are subject to availability and capacity at the applicable Eligible Location.

Promotional Offers are non-transferable. No substitutions or cash redemptions. Promotional Offers may not be redeemed at any other WeWork location besides the applicable Eligible Location.

No refund or compensation will be made in the event of a force majeure event which causes WeWork to be unable to provide the Promotional Offers or which makes the space at applicable Eligible Location unsafe for occupancy or use. All use of the Promotional Offers is subject to the terms of the WeWork Membership Agreement entered into between the applicant and WeWork.

The approximate fair market value of the Promotional Offers depends on the type of membership, number of desks or size of private office chosen by the Promotional Offer participant and fluctuates based on market conditions. Promotional Offer participants will not receive the difference between actual and approximate retail value. Any portion of the Promotional Offer not accepted or unclaimed and/or unused by successful applicants will be forfeited.

Eligibility:

Subject to these Terms and Conditions, the Promotion is open only to persons who are both permanent legal residents of and above the legal drinking age in the jurisdiction where such person is looking to initiate a membership. No purchase or payment is necessary to participate in the Promotion. Entries must be in English to qualify. Any late, lost, misdirected, incorrect, or incomplete Entries will be disqualified and WeWork and its agents will not be responsible for such entries. Employees of WeWork and/or their respective parents, affiliates, subsidiaries, and their immediate family members or household members are not eligible to participate in the Promotion. Current WeWork members (except those with We Membership only) and/or their respective employees, parents, affiliates and subsidiaries are not eligible to participate in the Promotion.

Participant Selection:

Judges (“Judges”) shall review all eligible Applications and grant the Promotional Offers at their discretion. The Judges shall base their decision on the following criteria: application quality and applicants’ potential to have a positive impact on their respective WeWork community. The decision of the Judges is final and binding.

The Promotion will be conducted under the supervision of WeWork. The decisions of WeWork are final and binding in all matters relating to this Promotion. WeWork will notify successful applicants chosen to participate in the Promotional Offers via phone, email or in person, as applicable, within a reasonable period of time. WeWork will work with Promotional Offer recipients to choose space at the applicable Eligible Location and arrange move-in. A Promotional Offer recipient's failure to respond to the Promotional Offer notification within two weeks will be considered such Price recipient's forfeiture of the Promotional Offer, and an alternate Promotional Offer recipient may be selected from the pool of eligible Applications. If an applicant is found to be ineligible, an alternate Promotional Offer recipient may also be selected from the pool of eligible Applications.

GENERAL CONDITIONS AND RELEASES:

By submitting an Application or accepting a Promotional Offer, you agree to conform to all federal, state, and local laws and regulations. When applicable, a Promotional Offer recipient may be required to execute and return (and participation may be conditioned upon the recipient executing and returning) to WeWork, within two weeks, an Affidavit of Eligibility and a Liability and Publicity Release drafted by WeWork.

Unless prohibited by applicable law, your application and/or acceptance of a Promotional Offer constitutes your permission to use your name, photograph, image, likeness, voice, address (city and state), and the content of any of your Applications in any and all media and manner WeWork or its respective promotional partner deem appropriate (including for testimonials, publicity, and other promotional purposes and for the purpose of placing the participant’s name on a participant list), in perpetuity and without any compensation to you or any review or approval rights, notifications, or permissions. Additionally, by accepting a Promotional Offer, you agree that WeWork may photograph or video or audio record you in connection with your acceptance or use of the Promotional Offer and may use such photograph or video, audio, or audio-visual recording in any and all media and manner WeWork deems appropriate (including for testimonials, publicity, and other promotional purposes), in perpetuity and without any compensation to you or any review or approval rights, notifications, or permissions.

An entrant or participant may be disqualified from the Promotion if he or she fails to comply with each provision of these Terms and Conditions, as determined in the sole discretion of the WeWork. Participation in the Promotion is at applicant’s own risk. WeWork shall not be liable for: (1) failed, returned, or misdirected notifications based on inaccurate information provided by the participant in connection with an application; (2) entries and responses to participant notifications which are lost, late, incomplete, illegible, unintelligible, postage-due, misdirected, damaged, or otherwise not received by the intended recipient in whole or in part or for computer or technical error of any kind; (3) any electronic miscommunications or failures, technical hardware or software

failures of any kind, lost or unavailable network connections, or failed incomplete, garbled, or delayed computer transmissions which may limit an entrant's ability to participate in the Promotion; (4) any technical malfunctions of the telephone network, computer online system, computer equipment, software, program malfunctions or other failures, delayed computer transactions, or network connections that are human, mechanical or technical in nature, or any combination thereof, including any injury or damage to entrant's or any other person's computer or mobile device related to or resulting from downloading any of WeWork's products or services or otherwise in connection with this Promotion; or (5) any warranty with respect to any Promotional Offer or any component thereof. THE PROMOTIONAL OFFERS ARE AWARDED "AS IS" AND WEWORK DOES NOT MAKE ANY, AND HEREBY DISCLAIMS ANY AND ALL, REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE PROMOTIONAL OFFERS.

NOTWITHSTANDING ANYTHING ELSE HEREIN OR OTHERWISE, WEWORK AND/OR ITS VENDORS SHALL NOT BE LIABLE OR OBLIGATED WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR (A) ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, GOODWILL, OR ANTICIPATED PROFITS); (B) DATA LOSS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; AND/OR (C) ANY MATTER BEYOND SUCH PARTIES' REASONABLE CONTROL.

By submitting an Application, you agree to and hereby do release and hold harmless WeWork and each of their respective parents, subsidiaries, and affiliated entities, directors, officers, employees, attorneys, agents, and representatives (the "Released Parties") from any damage, injury, death, loss, claim, action, demand, or other liability (collectively, "Claims") that may arise from your acceptance, possession and/or use of any Promotional Offer or your participation in this Promotion, or from any misuse or malfunction of any Promotional Offer awarded, regardless of whether such Claims, or knowledge of the facts constituting such Claims, exist at the time of application or arise at any time thereafter. Any person attempting to defraud or in any way tamper with this Promotion may be prosecuted to the full extent of the law. WeWork reserves the right to modify these Terms and Conditions in any way or at any time. WeWork reserves the right, in its sole discretion, to cancel or suspend this Promotion should viruses, bugs, or other causes beyond their control corrupt the administration, security, or proper operation of the Promotion. In the event of cancellation or suspension, WeWork shall promptly post a notice on WeWork's website to such effect.

If you are based in the U.S.:

This Promotion shall be governed by New York law, without regard to conflicts of laws provisions and by participating in this Promotion, you agree that any dispute or litigation arising from or relating to this Promotion shall be determined by binding arbitration only in New York, NY, by and under the Streamlined Arbitration Rules and Procedures of JAMS, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

If you are based outside of the U.S.:

This Promotion shall be governed by and construed under the law of England and Wales, without regard to conflicts of laws provisions thereof and by participating in this promotion, you agree that any dispute or litigation arising from or relating to this Promotion shall be determined by one or more arbitrators appointed in accordance with the rules set forth by the International Chamber Commerce. The place of arbitration shall be London, England. Any claim which is not subject to arbitration pursuant to this paragraph shall be adjudicated exclusively in English courts.

Notwithstanding the foregoing, WeWork may seek equitable relief in any court of competent jurisdiction. If any provision of these Terms and Conditions is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that these Terms and Conditions otherwise remain in full force and effect and enforceable.