

EQUINOX

EQUINOX COUNTDOWN TO 2021 SWEEPSTAKES

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 Sweepstakes, you accept and agree to be bound by these official rules (“Official Rules”). The Equinox Countdown to 2021 Sweepstakes (the “Sweepstakes”) is sponsored by Equinox Holdings, Inc., located at 31 Hudson Yards, New York, NY 10001 (“Equinox”). The Sweepstakes is subject to all applicable federal, state, municipal, provincial, and local laws and regulations. Void where prohibited by law.
- 2. ELIGIBILITY:** “Entrant” means each individual that is eligible to enter the Sweepstakes by satisfying the following requirements. The Sweepstakes 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 who are **current members of one or more of Equinox’s clubs (“Equinox Members”)**. Equinox Members whose membership is currently on freeze at any point during the Sweepstakes Period (defined in Section 3 below) are eligible to enter the Sweepstakes. However, Equinox Members who have a past due balance or are otherwise not in good standing or permitted to enter Equinox facilities for any reason will not be eligible to enter. 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), as well as former employees of Equinox who were terminated for cause, are not eligible to enter or win.

Entrants must have downloaded and activated their accounts on the Equinox mobile app (the “Equinox App”) in order to enter and participate in the Sweepstakes, and will need to download and activate their account on the Variis by Equinox mobile app (the “Variis App”) in order to use certain entry methods. Accounts in the Equinox App and Variis App are available to all Equinox Members in good standing at no cost. The Equinox App and Variis App are available only for the iOS and Android operating systems. 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. SWEEPSTAKES PERIOD:** The Sweepstakes entry period (“Sweepstakes Period”) begins **December 17, 2020 at 12:00:00 AM Eastern Time (ET)** and ends **December 31, 2020 at 11:59:59 PM ET**. The Sweepstakes Period is divided into three (3) entry periods (each a “Entry Period”):
 - **Entry Period 1:** Begins December 17, 2020 at 12:00:00 AM Eastern Time (ET) and ends December 21, 2020 at 11:59:59 PM ET.
 - **Entry Period 2:** Begins December 22, 2020 at 12:00:00 AM Eastern Time (ET) and ends December 26, 2020 at 11:59:59 PM ET.
 - **Entry Period 1:** Begins December 27, 2020 at 12:00:00 AM Eastern Time (ET) and ends December 31, 2020 at 11:59:59 PM ET.
- 4. HOW TO ENTER:** Entrants may enter and participate in any or all of the Entry Periods, subject to the Entry limits below, but **to be eligible to win the Grand Prize, Entrants submit an Entry on all 15 days of the Sweepstakes Period**. All qualifying Entries are eligible to win a Prize. All decisions on the number of entries earned by each Entrant will be in Equinox’s sole discretion, and will be final and binding upon Entrant. Entrants may use any of Entry methods described below, but are **limited to one (1) Entry per Entrant per day** regardless of method, for a total of five (5) Entries per Entry Period and fifteen (15) Entries for the Sweepstakes Period. If more than one (1) Entry is received per entrant on a given Day, only one (1) Entry received will be eligible to enter and win. For purposes of this Sweepstakes a “day” is the 24-hour period starting at 12:00:00 AM ET and ending at 11:59:59 PM ET.

There are three (3) different ways an Entrant can receive an entry into the Sweepstakes (each an “**Entry**”), and Entrant can choose which of these ways they enter for a given day:

- **Complete the Featured Class of the Day:** On December 17, 2020, register for and complete one of the four Virtual Holiday Classes featured that day; visit <https://equinoxholiday2020.splashthat.com/> to register and for more information on how to complete one of the classes. For all other days during the Entry Period, a different class in the Variis App will be featured. The featured class will be announced each day in the Equinox App and in the daily Sweepstakes email. Entrant must be opted in to receive Equinox’s Daily Check-In marketing email to receive the daily Sweepstakes email; email preferences can be adjusted in Entrant’s email preference center within their Equinox account. Entrants who complete a featured class on the day it is featured will receive one (1) Entry. To count as an Entry, Entrant must complete the featured class on the day that it is featured. Whether a featured class was completed and on what day will be determined by Equinox, in its sole discretion, based on review of its records and systems and, as applicable, the Variis App’s records and systems.
- **Check in to Equinox:** Check in to any Equinox club location in your membership class to receive one (1) Entry. To count as an Entry, Entrant must book their visit Equinox App and check in with the front desk of the Equinox club. A club check-in only counts as an Entry for the day on which the check-in occurred. Whether a check-in occurred on a given day determined by Equinox, in its sole discretion, based on review of its records and systems.
- **Complete a Virtual or in-Peron Training or Pilates Session:** Complete an Equinox personal training or Equinox Pilates session to receive one (1) Entry. Entrant may choose whether session is completed virtually or in-person at an Equinox club in Entrant’s membership class. Standard booking and cancellation rules apply. A session only counts as an Entry for the day on which the session was completed. Whether a session was completed and on what day will be determined by Equinox, in its sole discretion, based on review of its records and systems. If Entrant checks in to an Equinox Club to participate in in-person training or Pilates session, the associated club check-in will not count as an additional entry.

When participating in the Sweepstakes, 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 Equinox Clubs (collectively, “**Member Terms**”).

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

Alternate Method of Entry: Eligible Entrants may as an alternative to the above entry methods, request up to one (1) free Entry per day and a copy of the Official Rules by sending, for each requested Entry, a 3” x 5” index card containing his/her name, age, address, city, state/province, zip (or postal) code, daytime phone number, member ID number, and email address in an envelope with sufficient postage affixed to: Equinox Holdings, Inc., 31 Hudson Yards, New York, NY 10001 Attn: Equinox Marketing, Countdown to 2021 Sweepstakes Entry. Limit one (1) entry per outer postmarked envelope. Requests for alternate entries must be postmarked by the last day of the Sweepstakes Period and received by Equinox on or before. Equinox is not responsible for any lost, late, misdirected, illegible, incomplete, damaged, stolen, misplaced or mutilated mail. No mechanical reproductions of entries allowed.

5. **SWEEPSTAKES DRAWINGS:** In order to determine the ten (10) potential winners of each Entry Period, a random drawing of all eligible entries received during that particular Entry Period. In order to determine the potential winner of the Grand Prize for the Sweepstakes, a random drawing of all eligible entries received during the Sweepstakes Period will be conducted. All random drawings will be conducted on or about one (1) business day after the end of applicable Entry Period (or Sweepstake Period), but such drawing may be expedited or delayed in Equinox’s sole discretion. Random drawings will be conducted by Equinox in New York, New York, whose decisions on all matters relating to drawing and winners are final and binding. Odds of winning depend on the total number of eligible entries received. **Winners for an Entry Period are not eligible to be winners**

of any other Entry Period, but are eligible to win the Grand Prize and to do so must continue to satisfy the Entry requirements, i.e., daily entry via one of the permitted methods, as described in Section 4.

6. **COMMUNICATION WITH POTENTIAL WINNERS:** Equinox will contact each potential winner by email (as determined by the email address then on-file with Equinox) on/about two (2) business days after all drawings have ended, but notification may be expedited or delayed in Equinox's sole discretion. Potential winners must reply to the email and claim the Prize by providing any information or documentation requested by Equinox, which may include signing an Affidavit/Declaration of Eligibility (certifying, among other things, that the potential winner complied with the Official Rules), Release of Liability, and/or Prize Acceptance Form (collectively "**Sweepstakes Documents**"). Potential winners must complete the foregoing requirements within five (5) days after Equinox sending its initial notification email. If a potential winner does not complete such requirements within such period, or Equinox's initial message is returned as undeliverable or the potential winner is otherwise deemed ineligible, not in compliance with these Official Rules or declines to accept the Prize, Equinox may, in its sole discretion, disqualify the potential winner without further notice and either forfeit the Prize or select an alternate potential winner from the eligible entries received for the applicable Entry Period. All results are unofficial until Equinox's acceptance of each potential winner's claim of their Prize and completion of required Sweepstakes Documents (once accepted, each a "**Winner**"). Entrants that do not win will not be notified.
7. **PRIZES AND APPROXIMATE RETAIL VALUE ("ARV"):** A total of ten (10) prizes (each, a "**Prize**") will be available to be awarded to the ten (10) different Winners of each Entry Period, and one (1) grand Prize ("**Grand Prize**") will be available to be awarded in this Sweepstakes, for a total of thirty-one (31) Prizes. Each Winner will receive the following Prize:
- **Entry Period 1:** Each of the ten (10) Winners for Entry Period 1 will be awarded one (1) Equinox Performance Hat (ARV: \$44).
 - **Entry Period 2:** Each of the ten (10) Winners for Entry Period 2 will be awarded one (1) Equinox Performance Athletic Face Mask (ARV: \$30).
 - **Entry Period 3:** Each of the ten (10) Winners for Entry Period 2 will be awarded one (1) 60-minute personal training or Pilates session with Equinox (ARV: \$130). **See Additional Terms for Prize Session below.**
 - **Grand Prize:** A prize package stay at Equinox Hotels Hudson Yards consisting of the following:
 - Two (2) night stay at Equinox Hotels Hudson Yards in one (1) Deluxe Room, Vessel View (ARV: \$998). **See Additional Travel Terms below;**
 - \$200 Gift Certificate for Electric Lemon restaurant;
 - Techno-Therapy Spa Circuit treatment for Two (2), to be completed by Winner and Guest during the Grand Prize hotel stay (ARV: \$360). Treatment must be completed during the Grand Prize hotel stay or it will be deemed forfeited Equinox Spa booking and cancellation policies apply.
 - Two (2) 60-minute personal training or Pilates sessions with Equinox. (ARV: \$260). Sessions must be completed by Winner and Guest at Equinox Hudson Yards during the Grand Prize hotel stay or it will be deemed forfeited. **See Prize Session Terms below.**

The total ARV for all Prizes available in the Sweepstakes is \$4,218. ARVs are determined as of the date of the start of the Sweepstakes Period. The difference in value of a Prize as stated herein and value at time of prize notification, if any, will not be awarded. Prizes will not be fulfilled and provided until after the Sweepstakes Period ends and all Winners have been verified. Verified Winners will claim their Prize in accordance with Equinox's instructions; Prizes will either be shipped at no added cost to Winner or, for Prize sessions, claimed electronically through Winners' Equinox membership account. Prizes will be awarded "as is" with no warranty or guaranty, either express or implied by Equinox. Prizes are non-transferable, non-descendible, and have no cash value or equivalent. All federal, state, provincial and/or local taxes and other costs or assessments resulting from the acceptance of a Prize, regardless of whether it, in whole or in part, is used, are the sole responsibility of the applicable Winner and Winners may be subject to withholding tax. Winners may be required to provide Equinox with a valid social security number or tax identification number for tax reporting purposes before the Prize will be awarded, and will be issued an IRS 1099 form for the Prize value. Each Prize consists 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 or Prize element with a different item of equal or greater value. Unclaimed Prizes and/or Prize components will not be awarded. Prizes may not be

awarded if, among other things, a potential winner does not meet the Sweepstakes eligibility requirements or a Prize is not properly claimed.

Additional Terms for Prize Sessions: Winner may select whether to receiving a personal training or a Pilates session and may complete their session either at an open Equinox location in their membership class or virtually. Personal training session will be provided at Tier 3 or higher, as determined by Equinox in its sole discretion; however, if the Winner is, at the time the Prize is awarded, training with a Tier 3+ trainer or Tier X coaches, then they will receive Prize session at Tier 3+ or Tier X, as applicable. Winner must comply with all booking and cancellation policies and procedures of Equinox and all other Member Terms and the Equinox Health Declaration. Unused Prize session will expire (and be deemed forfeited) in accordance with Equinox's standard expiration periods for personal training/Pilates sessions and will also be deemed forfeited if Winner ceases to be an Equinox member at any time for any reason after accepting of the Prize.

Additional Travel Terms: Winner may select one (1) guest to accompany Winner during the Grand Prize ("Guest"), subject to the following. Guest must be 18 years of age (or 19 years of age for AL and NE residents) as of the date Guest signs the Guest Release (defined below). Guest will be required to execute and return a waiver and release of liability (collectively, the "Guest Release"), which Winner must return with the required Sweepstakes Documentation or the Guest portion of the Grand Prize will be forfeited. Should Winner elect to use partake the Grand Prize hotel stay without a Guest, the Guest portion of the Grand Prize will be forfeited and no additional compensation will be awarded to the Winner. Once a Guest is selected, he/she may not be substituted, except in Equinox's sole discretion. Hotel booking will not occur until Equinox has received all required Sweepstakes Documentation, including the Guest Release. Winner will receive instructions on how to book accommodations with Equinox Hotels. Travel dates are subject to hotel availability, approval, and holiday and blackout dates. **Grand Prize hotel stay must be completed by May 31, 2022; blackout dates may apply in Equinox Hotels' discretion.** All elements of the Grand Prize must be redeemed at the same time or they will be deemed forfeited, and no changes to travel details will be permitted once travel arrangements have been booked. Grand Prize consists only of the elements expressly stated above. Any costs associated with the receipt of and/or use of the Grand Prize that are not expressly stated above are not included in the Grand Prize, and Winner and any travel companion are solely responsible for such excluded costs, which may include, without limitation: all transportation associated with using the Grand Prize, including any and all air, rail or ground transportation (including to/from hotel), state or local taxes or government surcharges or fees, service charges, facility fees, security fees, airline fees, passenger tariffs or duties, fuel surcharges, trip and travel insurance and premiums, meals, beverages, incidentals, gratuities, telephone calls, upgrades, charges for changing dates or other personal costs and expenses not specified herein. Winner will be required by Equinox Hotels to provide a valid major credit card or other acceptable form of payment or other security deposit, as determined in Equinox Hotels' sole discretion, at the time of reservation and/or check-in, and all in-room charges, telephone calls, meals (except where specifically noted above), beverages, incidentals, spa and other ancillary services (except where specifically noted above), upgrades and other personal charges and expenses charged to the Winner's hotel room will be charged to that major valid credit card or deducted from the deposit provided. Approximate retail value of Grand Prize may vary depending upon hotel rate fluctuation and other factors; any difference between the stated approximate retail value and final value of Grand Prize will not be awarded to Winner. Grand Prize may not be combined with, or used to qualify for, any other promotional offer, and travel may not qualify for credits or points in any travel rewards program. Equinox will not replace any lost or stolen travel vouchers, gift certificates or similar items once they are in the possession of Winner. No refund or compensation will be made in the event of the cancellation or delay of any travel arrangements. If Winner becomes disabled or cannot otherwise fully enjoy the Grand Prize due to illness or injury or do to epidemic, pandemic or any governmental orders or restriction, Equinox shall have the option in its sole discretion of being relieved of liability for fulfillment of the Grand Prize and no other compensation in lieu of the Grand Prize will be awarded. Travel is subject to the terms and conditions set forth in these Official Rules and those set forth by Equinox Hotels, including as detailed in any hotel stay booking policies and terms and conditions. BY ACCEPTING THE GRAND PRIZE, WINNER ACCEPTS ALL RISK IN USING THE GRAND PRIZE, INCLUDING PERSONAL INJURY AND/OR DEATH, AND ACKNOWLEDGES THAT HIS/HER PARTICIPATION IN THE GRAND PRIZE IS VOLUNTARY AND AGREES THAT RELEASED PARTIES SHALL NOT BE IN ANY WAY RESPONSIBLE FOR ANY RESULTING INJURY AND/OR DEATH.

- 8. PRIVACY POLICY:** By entering the Sweepstakes, each Entrant agrees to be bound by Equinox's Privacy Policy, available at <http://www.equinox.com/privacy>. Entrant acknowledges and agrees that first name and last name of each Winner, may also be posted on Equinox's social media accounts and/or website, within the Equinox App

and/or in signage, digital or otherwise, within Equinox clubs, or otherwise included in a publicly-available winner's list.

9. **GENERAL RULES:** By entering the Sweepstakes, Entrant accepts and agrees to these Official Rules and the decisions of Equinox, which shall be final and binding in all matters, and Entrant represents to Equinox that it is eligible to participate in the Sweepstakes and that all information it provides is and will be accurate. To the extent permitted by applicable law, acceptance of the Official Rules also constitutes permission to Equinox to, and Equinox reserves the right (but not the obligation) to use Entrant's name and likeness in any and all media throughout the world in perpetuity without further notice or compensation to, or approval from, the Entrant.

Proof of submission is not proof of receipt of entry. Equinox is not responsible for (1) incomplete, lost, late, damaged, illegible or misdirected entries, notifications or other communications (including without limitation as a result of any e-mail filtering by an Entrant's ISP, or e-mail provider, insufficient space in a user'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 transmission or any combination thereof); (3) fraud; (4) typographical or other error in the printing or display of the Sweepstakes, including the Official Rules or Prize descriptions, administration of the Sweepstakes or announcement of the Winners or Prizes; or (5) any factor beyond Equinox's reasonable control that may impair the integrity, security, fairness, or proper functioning or administration of the Sweepstakes. **As a result of any of the foregoing errors, failures or factors or for any other reason (including without limitation as a result of any governmental actions or orders, epidemics, pandemics, national emergencies, strikes, fires, floods, natural disasters, acts of God or any other unanticipated occurrence or factor, including any club closures or operational changes, not fully addressed in these Official Rules) Equinox reserves the right to cancel, modify, terminate or suspend the Sweepstakes, or any part thereof including the Sweepstakes Period and Official Rules, in a manner deemed reasonable by Equinox, at Equinox's sole discretion.** Notice of any cancellation, modification, suspension or termination will be posted in the Equinox App. In the event of any cancellation, modification, suspension, or termination Equinox reserves the right (but not the obligation) to select one or more winners, in accordance with Section 5, 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 participating in this Sweepstakes.

ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE OR TAMPER WITH THE EQUINOX APP OR VARIIS APP OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, EQUINOX RESERVES THE RIGHT TO DISQUALIFY ANY ENTRANT AND SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. EQUINOX RESERVES THE RIGHT TO DISQUALIFY ANY ENTRANT THAT PROVIDES INCOMPLETE OR INACCURATE DETAILS, IS INELIGIBLE, DOES NOT FOLLOW ALL INSTRUCTIONS OF EQUINOX, OR VIOLATES OR ACTING IN VIOLATION OF THESE OFFICIAL RULES OR IS DETERMINED TO BE TAMPERING OR MANIPULATING WITH THE ENTRY AND FUNCTIONING OF THIS SWEEPSTAKES, INCLUDING WITHOUT LIMITATION BY ATTEMPTING TO OBTAIN ADDITIONAL ENTRIES, WHETHER THROUGH USE OF ROBOTIC, AUTOMATIC, PROGRAMMED, OR OTHER LIKE METHODS OF PARTICIPATION, AND ANY ENTRIES IN VIOLATION OF THIS OFFICIAL RULES SHALL BE VOID AND DISQUALIFIED.

By entering the Sweepstakes, each Entrant hereby agrees (and agrees to confirm in writing), on behalf of himself/herself and his/her heirs and assigns, to the fullest extent permitted by law, to (1) release, discharge and hold harmless Equinox and its affiliates and subsidiaries (including without limitation Equinox Media LLC and EQX Hotel Management, LLC), and each of their respective officers, directors, employees and independent contractors (collectively, "**Released Parties**") from and against any and all liability (including damages caused or claimed to be caused), loss, injury, illness, death, or litigation arising out of the Sweepstakes, participation in the Sweepstakes, and/or acceptance, possession, use or misuse of a Prize; and (2) indemnify the Released Parties from any and all liability arising out of the Sweepstakes. 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. Entrants assume all liability for any injury or damage caused, or claimed to be caused, by this Sweepstakes, participation in this Sweepstakes and/or acceptance, possession, use or misuse of any Prize. Claims may not be resolved through any form of class action and shall be resolved individually. Entrant further agrees (x) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim,

punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (y) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs; (z) Entrant's remedies are limited to a claim for money damages (if any) and Entrant irrevocably waives any right to seek injunctive or equitable relief. Some jurisdictions do not allow the limitations or exclusion of liability, so the above may not apply to every Entrant. This Sweepstakes, the Official Rules, and any claims or disputes arising hereunder, 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. Entrant expressly agrees to submit to the exclusive jurisdiction and venue of the competent federal, state and local courts located in New York County, New York. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control. The Sweepstakes, the Equinox App, and all related pages, contents and code are copyright © 2020 Equinox Holdings, Inc. Equinox's name, designs, logos and slogans are trademarks or service marks and exclusive property of Equinox. Copying or unauthorized use of any copyrighted material or trademarks without the express written consent of Equinox is strictly prohibited.

- 10. WINNERS LIST:** To receive the names of the Winners, send an email to equinox.marketing@equinox.com with the subject line "Countdown to 2021 Winners List." Requests must be received by 11:59:59 PM Eastern Time on February 28, 2021 and must include your full name and Equinox membership ID. Winners list will not be sent until after the Sweepstakes Period and once all Winners have been verified.