

Spend a Day With Us – New York

OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO PARTICIPATE. Spend the Day With Us (New York) (the “Promotion”) is sponsored by WeWork Companies, Inc. and its affiliates, having an address of 115 West 18th Street, 4th Floor, New York, NY 10011 (collectively, the “Sponsor”).

ELIGIBILITY:

Subject to these Official Rules, the Promotion is open only to permanent legal U.S. residents who are not current WeWork Members (that is, with active and valid WeWork Memberships) who are at least 18 years old as of the date of entry. Employees of Sponsor and/or their respective parents, affiliates, subsidiaries, and their immediate family members or household members are not eligible to participate in or win the Promotion. THE PROMOTION IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW OR WHERE BONDING, REGISTRATION, OR OTHER REQUIREMENTS WOULD BE REQUIRED BUT HAVE NOT BEEN MET. ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS APPLY.

SIGN-UP PERIOD:

The Promotion begins at 6:00 am Eastern time on January 1, 2017 and ends at 11:59 pm Eastern time on December 31, 2017 (“Sign-Up Period”).

HOW TO SIGN UP:

No purchase or payment is necessary to participate in the Promotion. During the Sign-Up Period, you may participate in the Promotion by signing up at [we.co/nycfreetriall]

You agree that any content or information provided by you or collected by Sponsor in connection with the Promotion may be used by Sponsor in accordance with Sponsor’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 Sponsor’s affiliated business entities. You also agree to and will abide by the Hot Desk Terms and Conditions, available at <https://www.wework.com/legal/terms>.

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

PROMOTIONAL OFFER:

Each participant in the Promotion shall receive one (1) free day of WeWork Hot Desk membership (the “Free Trial”), redeemable at the WeWork location or locations specified in the e-mail you received.

There is a limit of one Free Trial per person. The Free Trial is valid at only the WeWork locations listed above, and is not valid at any other WeWork location. Free Trials must be redeemed on or before December 31, 2017. A participant can only redeem their Free Trial at one location.

Decisions of the Sponsor are final and binding with respect to all matters related to the Promotion. The Free Trial is non-transferable and no substitutions (including, without limitation, for cash) are permitted.

GENERAL CONDITIONS AND RELEASES:

By signing up for the Promotion or accepting a Free Trial, you agree to conform to all federal, state, and local laws and regulations. Participants may be required in Sponsor’s sole discretion to complete relevant tax forms as a condition

to the delivery of the applicable Free Trial. Participants may also be required to furnish proof of identity, address, and birth date in order to receive a Free Trial.

By accepting a Free Trial, you agree that Sponsor may photograph or video or audio record you in connection with your acceptance or use of the Free Trial and may use such photograph or video, audio, or audio-visual recording in any and all media and manner Sponsor 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.

A participant may be disqualified from the Promotion if he or she fails to comply with each provision of these Official Rules, as determined in the sole discretion of the Sponsor. Participation in the Promotion is at participant's own risk. Sponsor shall not be liable for: (1) failed, returned, or misdirected notifications based on inaccurate information provided by participants in connection with sign-up; (2) 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 a participant'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 participant's or any other person's computer or mobile device related to or resulting from downloading any of Sponsor's products or services or otherwise in connection with this Promotion; or (5) any warranty with respect to any Free Trial or any component thereof. **THE FREE TRIALS ARE AWARDED "AS IS" AND SPONSOR DOES NOT MAKE ANY, AND HEREBY DISCLAIMS ANY AND ALL, REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE FREE TRIALS.**

NOTWITHSTANDING ANYTHING ELSE HEREIN OR OTHERWISE, SPONSOR 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 signing up for the Promotion, you agree to and hereby do release and hold harmless Sponsor, 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 Free Trial or your participation in this Promotion, or from any misuse or malfunction of any Free Trial awarded, regardless of whether such Claims, or knowledge of the facts constituting such Claims, exist at the time of entry 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. Sponsor reserves the right to modify these Official Rules in any way or at any time. Sponsor 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, Sponsor shall promptly post a notice on Sponsor's website to such effect. This Promotion shall be governed by New York law, without regard to conflicts of laws provisions. 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. Notwithstanding the foregoing, Sponsor may seek equitable relief in any court of competent jurisdiction. If any provision of these Official Rules is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that these Official Rules otherwise remain in full force and effect and enforceable.