

[committed] core Loyalty Program Terms & Conditions

Effective March 2021

The [committed] core Loyalty Program operates under the terms and conditions as set out below unless otherwise expressly stated (the “Program Rules”).

Membership

The [committed] core Loyalty Program (the “Program”) is offered by Solidcore Holdings LLC (“Solidcore,” “we,” “us,” or “our”) to eligible individuals who enroll in the Program (“Members,” “you,” or “your”). To earn [commitment] Rewards Points (as defined below) and receive Level Status and Band Status (as defined below), you must have a mobile device that is compatible with Solidcore’s mobile application (“App”). Solidcore does not warrant that the App will be compatible with your mobile device.

Individuals who are 18 years or older and residents of the 50 United States and the District of Columbia may enroll to become Members. For the avoidance of doubt, only natural persons transacting in their personal capacity and for their own account are eligible to participate in the Program; third party aggregators, groups, organizations, and business entities are not eligible to become Members or earn Rewards or Level Benefits.

If you would like to become a new Member, you must enroll in the Program by (a) downloading and installing the App into your mobile device, (b) registering for the Program through the App by submitting the requested information, and (c) accepting this Agreement pursuant to one of the methods set forth in the introductory paragraph above. Solidcore reserves the right to delay enrollment until your membership eligibility is confirmed.

Your membership is non-transferable and you may only have one (1) membership at a time. If we discover that you have multiple memberships in the Program, you will be deemed to be in violation of this Agreement and we reserve the right to terminate all such accounts in accordance with Section 6.

Membership Levels and Bands

There are eight levels of membership – First White, Second White, First Grey, Second Grey, Third Grey, First Black, Second Black, Blue (“Level Status”), and four levels of bands – [committed] core white, [committed] core grey, [committed] core black, and [committed] core blue (“Band Status”).

The following table sets forth the cumulative number of classes you must make in order to achieve a Level and Band Status:

Number of classes	Level	Band
--------------------------	--------------	-------------

10	First White	[committed] core white
25	Second White	[committed] core white
50	First Grey	[committed] core grey
100	Second Grey	[committed] core grey
250	Third Grey	[committed] core grey
500	First Black	[committed] core black
1000	Second Black	[committed] core black
1500	Blue	[committed] core blue

[commitment] Points

You can earn [commitment] Points (“Points”) for completing eligible actions (“Actions”), as outlined below:

Action	Points Earned
Download the [solidcore] App	50
Bring a Buddy	50
Spend \$4 on Retail or Beverages	1
Attend an Equinox+ [solidcore] Class	2
Attend an In-Studio or At-Home Class through Direct Booking	5
Attend an In-Studio or At-Home Class through Partner Booking (i.e. ClassPass and Gympass)	3
Reach Next Level	10

At-Home classes are through our [solidcore] at-home zoom live workout platform.

Actions and Points are automatically tracked and allocated to each Member’s account by Solidcore or our service providers. It may take up to twenty-four (24) hours for Points to appear on Member’s account. If you believe an Action or corresponding Points were not properly allocated to your account, you can contact solidcore@solidcore.co.

Redeeming Points

Points can be redeemed for certain rewards (“Rewards”), which may be changed by Solidcore at any time in its sole discretion. Rewards can be redeemed directly in the App, and will be applied to your Member account. **Points will expire and be removed from your Member account one year after they are earned.**

Reward Redeemed	Points
Free Class	200
Free Month	2000
Free Private Class	3000
Bring a Buddy for their first class free	100

Solidcore reserves the right to restrict the use of Points to redeem Rewards in combination with other discounts and promotions. Points and Level Status are promotional in nature and have no cash value and are not exchangeable for cash or any cash equivalent under any circumstances. Points and Level Status have no value outside of this Program.

Points, Rewards, and Level Status cannot be assigned, exchanged, sold, traded, bartered, purchased, given by gift or otherwise transferred. Any Points and Level Status so acquired are void. The accumulation of Points does not entitle the Member to any vested rights, and Solidcore does not guarantee in any way the continued availability of any Points, Reward, or Level Status.

Solidcore reserves the right, in our sole and absolute discretion, to (i) suspend or terminate a Member's account at any time for any reason or (ii) invalidate any Points, Reward, Level Status, or Band Status we deem to have been awarded in error, or as the result of the use of an account by or on behalf of a third party aggregator, group, organization, or business entity or any actual or suspected fraudulent or dishonest activity (including without limitation, the use of any system, macro, script, or bot to manipulate the Program). Reasons for account suspension or termination or benefit invalidation may include, without limitation, disorderly personal conduct at a Solidcore event which actually or potentially harms any Solidcore Parties or any third party, violations of law, or any other activity not in keeping with the letter and/or spirit of this Agreement, as interpreted by us in our sole and absolute discretion. If your account has been suspended or terminated, you forfeit any accumulated Points, Rewards, Level Status, and Band Status and are prohibited from registering for a new account without the prior written permission of Solidcore.

Solidcore is not liable for Points or Rewards sent to suspended, or terminated accounts.

E-mail Communications

By participating in the Program, you agree to receive e-mail communications from Solidcore regarding the Program, including without limitation, communications regarding your Points, Rewards, and Level or Band Status. To unsubscribe from Solidcore's commercial e-mail list, use the unsubscribe link in any commercial e-mail message you receive. If you request to unsubscribe, you may still receive administrative or transactional e-mails from time to time regarding your account and updates to this Agreement.

Program Modification

Solidcore may terminate the Program at any time, with or without notice, which may result in loss of accumulated Points and the cancellation of all Rewards and other benefits and privileges associated with the Program. Solidcore reserves the right to modify any of the rules, terms, conditions, and benefits of the Program at its sole discretion, with or without notice. Interpretation of this Agreement shall be at the sole discretion of Solidcore, whose decision will be final.

Waiver

Solidcore's waiver of any breach of these Program Rules by any Member will not constitute a waiver of any other prior or subsequent breach of these Program Rules. Solidcore's failure to insist upon strict compliance with these Program Rules by any Member will not be deemed a waiver of any rights or remedies we may have against that or any other Member. Solidcore may waive compliance with these Program Rules in its sole discretion and may run promotions from time to time that provide enhanced benefits to select Members.

Limitation of Liability

IN NO EVENT WILL SOLIDCORE, ITS SUBSIDIARIES AND AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, WHICH ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH THE PROGRAM, THESE PROGRAM RULES, OR SOLIDCORE'S OPERATION OF THE PROGRAM.

Jurisdiction

Any disputes arising out of or related to the Program or these Program Rules will be handled individually without any class action, and will be governed by, construed and enforced in accordance with the laws of the District of Columbia, without regard to its conflicts of law rules. The exclusive jurisdiction for any claim or action arising out of or relating to the Program or the Program Rules may be filed only in the state or federal courts located in the District of Columbia.

Entire Agreement

The Program Rules, together with any other terms and conditions, rules, or regulations incorporated herein or referred to herein constitute the entire agreement between Solidcore and Members relating to the subject matter hereof, and supersede any prior understandings or agreements (whether oral or written) regarding the subject matter, and may not be amended or modified except in writing or by making such amendments or modifications available on the App or website.