

CLUB PILATES

CLUB PILATES AT SEA: AN ALASKA RETREAT SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.

You hereby agree that your entry into the Club Pilates – Club Pilates at Sea®: An Alaska Retreat Sweepstakes (the “Sweepstakes”) is subject to these Official Rules (these “Official Rules”). Sweepstakes void where prohibited by law. The Sweepstakes and your participation therein is subject to all federal, state and local laws, regulations, and ordinances.

1. ELIGIBILITY: The Sweepstakes is open to legal U.S. residents currently residing in the fifty (50) United States (including the District of Columbia) who are the age of majority or older as of the date of entry. Employees, officers, and directors of Sponsor (as defined below) or Princess Cruise Lines, Ltd. (“Princess Cruises”) or any of their respective parents, affiliates, subsidiaries, representatives, legal counsel and agencies, and members of their immediate families (spouses, parents, siblings and children, regardless of where they live) and those living in the same household are not eligible to enter or win. Participation constitutes the entrant’s full and unconditional agreement to these Official Rules and to Sponsor’s decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein. Sponsor reserves the right to verify the eligibility of potential winners.

2. SPONSOR: Xponential Fitness LLC (“Sponsor”), with its principal place of business at 17877 Von Karman Avenue, Suite 100, Irvine, California 92614 (“Sponsor’s Address”).

3. HOW TO ENTER: The Sweepstakes begins on August 1, 2023 at 11:59 p.m. Eastern Time (“ET”) and ends on August 14, 2023 at 11:59 p.m. ET (the “Sweepstakes Period”). In order to qualify for and enter the Sweepstakes, during the Sweepstakes Period, you must either: (i) refer one (1) friend for a free class on Club Pilates landing page by providing the friend’s first and last name, email address and phone number; or (ii) mail a letter or post-card to Sponsor’s Address (Attn: Club Pilates) including a valid first name, last name and email address and clearly specifying your intent to submit an entry for the Sweepstakes. Upon completion of entry as provided in the foregoing sentence, you automatically will be entered with one (1) entry into the Sweepstakes. You must provide all required information to be eligible to enter and win. **NO LIMIT ON THE NUMBER OF ENTRIES PER PERSON. PARTICIPANTS WILL RECEIVE ONE ENTRY FOR EACH FRIEND REFERRAL AND/OR MAIL IN ENTRY RECEIVED BY SPONSOR.**

You acknowledge and agree that the Sweepstakes and any Club Pilates class or membership will be subject to additional terms and conditions including, without limitation, (i) Club Pilates’ standard membership policies, (ii) any applicable membership agreement(s) and/or waiver(s) for your applicable Club Pilates studio(s), and (iii) Club Pilates’ Terms of Use (which can be found at <https://www.clubpilates.com/terms>) (collectively, the “Club Pilates Terms and Conditions”). By participating in the Sweepstakes, you acknowledge and agree to the Club Pilates Terms and Conditions.

Normal Internet access, phone, and usage charges imposed by your online or phone service may apply. Automated or bulk entries or entries submitted by third parties will be disqualified. Entries must be submitted by the contestant. No copies, facsimiles, or mechanical reproductions of any online registration form(s) will be accepted. Any attempt by any entrant to obtain more than the stated number of plays

and/or entries by using multiple and/or different identities, forms, registrations, email addresses, logins, or any other methods will void that entrant's plays and/or entries, and that entrant may be disqualified at Sponsor's discretion. Multiple entrants are not permitted to share the same email address. In the event of a dispute as to any registration or play, the authorized account holder of the email address used to register will be deemed to be the entrant or player. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. All potential winners are subject to verification before any prize will be awarded. Potential winners may be required to show proof of being the authorized account holder to Sponsor or forfeit the prize. Entries specifying an invalid, non-working, or inactive email address will be disqualified and ineligible to win. You must complete and provide all required information to be eligible to enter. Incomplete, illegible, corrupted, or untimely entries are void and will be disqualified.

4. SELECTION OF WINNER(S): Following completion of the Sweepstakes Period, Sponsor will select the name of a potential winner of the prize in a random drawing from among all entries received. The odds of winning are based on the number of eligible entries received. The potential winner will be notified by email on or about August 15, 2023. If a potential winner (i) cannot be contacted via email, (ii) does not claim his/her prize via email response to the notification email within three (3) days or 72 hours of being notified, or (iii) is disqualified for any reason (including, without limitation, violation of these Official Rules), then in each case Sponsor will have the right (but not obligation) to award the applicable prize to an alternate winner selected by a random drawing from among all remaining eligible entries.

ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. ONLY ONE (1) WINNER WILL RECEIVE THE PRIZE.

5. PRIZE(S):

PRIZE: One (1) FREE Princess Cruise valid for one (1) interior stateroom for two (2) persons (including winner) on the Club Pilates® At Sea: An Alaska Retreat on September 2 through September 9, 2023 and two (2) round trip airline tickets to the cruise departing location.

- One (1) winner will be selected.
- Approximate retail value of the prize: Up to \$4,999.00

PRIZE RESTRICTIONS AND OTHER CONDITIONS: Only one (1) prize will be awarded to a single person. Any and all applicable federal, state, and local taxes and all fees and expenses related to acceptance and use of prize not specifically stated herein are the responsibility solely of winner. Prize cannot be substituted, assigned, transferred, or redeemed for cash; however, Sponsor reserves the right to make equivalent prize substitutions at its sole discretion. Sponsor will not replace any lost or stolen prize(s) or components of a prize. Unless otherwise expressly permitted by Sponsor, prize cannot be used in conjunction with any other promotion or offer. Only the number of prize(s) stated in these Official Rules is available to be won in the Sweepstakes. If, by reason of a print or other error, more prizes are claimed than the number set forth in these Official Rules, a winner will be selected in accordance with the winner selection method described in Section 4 above from among all eligible claimants making purportedly valid claims to award the advertised number of prizes available.

THE WINNER ACKNOWLEDGES AND AGREES THAT SUCH PRINCESS CRUISES PRIZE APPLIES TO CRUISE FARE ONLY AND INCLUDES ALL REGULAR ONBOARD MEALS AND ENTERTAINMENT, BUT DOES NOT INCLUDE TAXES, FEES, PORT EXPENSES, EXPERIENCES CHARGED AT A PREMIUM, GRATUITIES, ALCOHOLIC BEVERAGES, BAGGAGE FEES, TRAVEL INSURANCE, NON AIR TRAVEL EXPENSES (GROUND TRANSFERS, ETC.), ONBOARD EXPENDITURES, AND ANY OTHER EXPENSES NOT EXPRESSLY SPECIFIED AS BEING INCLUDED. FURTHERMORE, THE WINNER ACKNOWLEDGES AND AGREES THAT SUCH PRINCESS CRUISES CERTIFICATE WILL BE SUBJECT TO ADDITIONAL TERMS AND CONDITIONS FROM PRINCESS CRUISES (INCLUDING, WITHOUT LIMITATION, PRINCESS CRUISES' PASSAGE CONTRACT (WHICH CAN BE FOUND AT [HTTPS://WWW.PRINCESS.COM/LEGAL/PASSAGE_CONTRACT/](https://www.princess.com/legal/passage_contract/))) (COLLECTIVELY, THE "PRINCESS CRUISES TERMS AND CONDITIONS"). BY ACCEPTING THE PRIZE, YOU AGREE TO THE PRINCESS CRUISES TERMS AND CONDITIONS.

FOR THE AVOIDANCE OF DOUBT, SPONSOR SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY (A) PRINCESS CRUISES TRAVEL OR SERVICES, AND/OR (B) POLICIES, ACTIONS AND/OR OMISSIONS OF PRINCESS CRUISES (OR OF ANY LICENSED SELLER OF TRAVEL FOR PRINCESS CRUISES).

6. GENERAL CONDITIONS: Participation constitutes entrant's full and unconditional agreement to these Official Rules and to Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Sponsor and its agencies are not responsible for lost, late, or incomplete entries; lost, interrupted, or unavailable network, server, or other connections, garbled transmissions or miscommunications; computer or software malfunctions or damage to a user's computer equipment (software or hardware); technical failures; or other errors or malfunctions of any kind whether human, mechanical, electronic, or otherwise. Proof of sending or submission of entry will not be deemed proof of receipt by Sponsor. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be attempting to tamper with or undermine the entry process and/or the legitimate operation of the Sweepstakes; to violate these Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. If, for any reason, the Sweepstakes is not capable of running as planned, to the extent permitted by applicable law, Sponsor may, in its sole discretion, (i) cancel or terminate the Sweepstakes (or any portion thereof); (ii) modify the Sweepstakes or suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; and/or (iii) award the prize(s) at random from among the eligible, non-suspect entries received up to the time of the impairment.

7. PUBLICITY; LIMITATIONS OF LIABILITY AND RELEASES: BY PARTICIPATING IN THE SWEEPSTAKES, ENTRANT AGREES THAT SPONSOR, PRINCESS CRUISES AND THEIR RESPECTIVE PARENT COMPANIES, AFFILIATES, AND SUBSIDIARIES, AND THEIR RESPECTIVE REPRESENTATIVES, CONSULTANTS, CONTRACTORS, LEGAL COUNSEL, ADVERTISING, PUBLIC RELATIONS, PROMOTIONAL, FULFILLMENT AND MARKETING, WEBSITE PROVIDERS, WEB MASTERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS (COLLECTIVELY, THE "RELEASED PARTIES") WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE

SWEEPSTAKES (INCLUDING, WITHOUT LIMITATION, PARTICIPATION OR ENTRY THEREIN OR IN CONNECTION WITH ANY SWEEPSTAKES-RELATED ACTIVITY), ANY ACCEPTANCE, POSSESSION, MISUSE, USE OF OR INABILITY TO USE THE PRIZE, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM. BY PARTICIPATING IN THE SWEEPSTAKES, ENTRANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF THE SWEEPSTAKES.

BY ACCEPTING A PRIZE, WINNER HEREBY GRANTS SPONSOR A ROYALTY-FREE, FULLY PAID-UP, IRREVOCABLE, TRANSFERABLE, SUBLICENSABLE (THROUGH MULTIPLE TIERS), PERPETUAL AND WORLDWIDE LICENSE TO USE WINNER'S PUBLICITY RIGHTS IN CONNECTION WITH (I) THE SWEEPSTAKES AND THE MARKETING THEREOF, AND (II) THE PROMOTION AND MARKETING OF SPONSOR'S (AND ITS AFFILIATES') PRODUCTS AND/OR SERVICES IN CONNECTION WITH WINNER'S ACCEPTANCE OF THE PRIZE, IN EACH CASE IN ANY FORM OR FORMAT NOW KNOWN OR HEREAFTER DEvised IN PERPETUITY.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THE SWEEPSTAKES, INCLUDING ANY CORRESPONDING WEBSITE(S), MOBILE APPLICATION(S) AND ALL PRIZES, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

8. DISPUTES: Except where prohibited, entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the federal courts of the United States or state courts of the State of California in each case located in Orange County, California; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorneys' fees; and (iii) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules.

9. PRIVACY: You acknowledge and agree that in order to participate in the Sweepstakes you will be required to share certain personal information with Sponsor and/or Club Pilates, and you may be required to share certain personal information with Princess Cruises (or with any licensed seller of travel for Princess Cruises). Any information you provide in connection with the Sweepstakes must be correct, current and complete. Information collected by Sponsor from entrants is subject to the Sponsor's Xponential Fitness Privacy Policy (which can be found at <https://www.xponential.com/privacy-policy>)

and any information collected by Club Pilates from entrants is subject to the Club Pilates Privacy Policy (which can be found at <https://www.clubpilates.com/privacy-policy>). Sponsor and Sponsor's agents, affiliates, subsidiaries, representatives or service providers may use entrants' personal information submitted with entry for purposes of prize fulfillment and/or for future marketing by Sponsor (or its affiliates), such as to notify them of a product or promotion that Sponsor thinks may be of interest. Any information, including personal information, that you provide directly to, or is collected by, Princess Cruises (or by any licensed seller of travel for Princess Cruises), and the handling of that information by any such party, shall be subject to such party's privacy policy (Princess Cruises' privacy policy can be found at https://www.princess.com/legal/legal_privacy/). You acknowledge and agree that Sponsor is not responsible for Princess Cruises' (or any other third party's) handling of your personal information.

10. OFFICIAL RULES AND WINNERS LIST: For a copy of these Official Rules, please visit [clubpilates.com/referterms]. To see the winner (which shall be available within thirty (30) days after completion of the Sweepstakes Period), please visit <https://lp.clubpilates.com/member-cruise-contest>.