

**GOODLIFE FITNESS CLUBS AND NUBODY'S FITNESS CLUBS ("GOODLIFE")
"MEMBER REWARDS PROMOTION" (THE "PROMOTION")**

OFFICIAL RULES AND REGULATIONS ("RULES")

Participation in the Promotion constitutes full and unconditional agreement and acceptance by each participant of the Rules, which are final on all matters relating to the Promotion.

Participating Clubs: This Promotion is available at all GoodLife and Nubody locations throughout Canada, excluding Quebec, Yukon and PEI (the "Participating Club(s)")

1. START AND END DATE:

The Promotion begins at 12:01 a.m. on **June 1, 2010** ("Promotion Start Date"), and ends at 5 p.m. Eastern Standard time, on **May 31, 2011** (the "Promotion End Date") (the "Promotion Period").

How to participate: Entry ballot ("Entry") may be obtained at a Participating Club. The Entry contains six spaces for signatures. Whenever a Participant completes a workout session at a Participating Club they may obtain a signature on the Entry from a GoodLife associate.. When six signatures have been obtained the Entry, with all other information completed on it, may then be deposited in the Ballot Box at each Participating Club.

Entries must be received by no later than 5 p.m. on the last day of each month to participate in the Prize Draw for that month. Each participant may only submit as many completed Entries as they receive in the manner set out above. Entry ballots must be completed in full in order to be accepted and entered for the Prize Draw.

No Purchase Necessary: There is **no purchase** necessary to participate. These Rules are available at any Participating Club and at <http://www.goodlifefitness.ca> .

2. MONTHLY PRIZE DRAW AND PROCEDURES:

- (a) At 9:00 a.m. Ontario time on the first day of each month, Goodlife head office at 201 King Street London Ontario, will select by random draw, the name of a Participating Club. The Participating Club will be notified that its name has been drawn, and that it may proceed with a Prize Draw from the Ballot Box at that Participating Club.
- (b) A random draw will be held on the first day of each month at 9:00 a.m. local time at the Participating Club chosen pursuant to paragraph (a) above (the Monthly Prize Draw. The first Participant whose Entry is drawn from the validly completed Entries received at that Participating Club during the Promotion to date will then be eligible to receive the Monthly Prize subject to fulfilment of all of the requirements of this Promotion.
- (c) GoodLife will attempt to contact a participant whose Entry is drawn by phone number, or address or e-mail address listed on the winning Entry between 9:00 a.m.- 5 p.m. (Eastern Standard time), for a period of two (2) days after the determination/draw date or any further redetermination has occurred, if necessary. The participant's name will also be available at <http://www.goodlifefitness.ca>. If all conditions to receive a Prize are not completely satisfied within the time frame specified above, GoodLife may conduct a further random draw to determine a further potential Prize winner until the available Prize has been awarded. The determination process will continue until the Prizes have been awarded, or June 30, 2011, whichever is sooner, whereupon any unawarded Prizes will be cancelled. Any participant whose name is drawn for a Prize must (i) on request review and complete liability/publicity release attached via email and satisfy all applicable Rules to be eligible to receive the Prize. and (ii) correctly answer, unaided, a time-limited mathematical skill-testing question.

3. PRIZES: The following Prizes will be available:

One Monthly Prize of \$1,000 cash to the winner of each Monthly Prize Draw. Total value of Prizes is \$12,000.00. Prizes must be accepted as awarded, and cannot be exchanged or substituted by a participant .

4. CHANCES OF WINNING:

The chances of winning a Monthly Prize depends on the total number of valid Entries submitted for the Promotion at each Participating Clubs and the number of valid entries submitted by a Participant, all of which will be entered for the Club Prize draw and the number of Participating Clubs included in the Participating Club draw.

5. A participant with a winning Entry will be entitled, on satisfying all applicable Rules to receive the Prize for which they are eligible. All Entries are subject to verification and are void if faulty, altered, or tampered with in any way. There is no limit on the total number of Entries available for completion and entry into the Promotion during the Promotion Period, however a Prize winning Entry once drawn will not be re-entered into a Ballot Box. All other Entries submitted during the Promotion Period will remain eligible for a Monthly Prize for the remainder of the Promotion.

6. ELIGIBILITY:

The Promotion is open to adult members of GoodLife clubs who are legal residents of Canada, excluding residents of Quebec, Yukon and PEI. **The Promotion is NOT open to employees, representatives or agents of GoodLife, its subsidiaries, affiliates, franchisees, advertising and Promotion agents, and members of their respective families and persons with whom they are domiciled.**

7. GENERAL RULES:

Participants agree to i) the use of their name and/or likeness for advertising purposes, without further compensation being payable; (ii) sign a publicity release acknowledging the rights of GoodLife, or their agents, to publish or broadcast their picture and name, address, voice and statements for publicity purposes, without compensation, other than the value of the Prize received by them; and (iii) sign a standard release form releasing GoodLife from any liability arising out of or in any way connected with the Promotion, the award or use of the Prize, and the use of personal information as permitted. All Entries become the sole property of GoodLife. The Promotion is void where prohibited by law and is subject to all applicable federal, provincial and municipal laws and regulations. All incidental costs and expenses not specifically referred to herein, including (without limitation) taxes, are the sole responsibility of winners. GoodLife reserves the right to substitute a prize of equal or greater value and/or to terminate, modify or withdraw the Promotion, in whole or in part at any time, without prior notice for any reason including errors or other causes beyond GoodLife's control which affect the administration, security, fairness or proper play or conduct of the Promotion. GoodLife reserves the right to disqualify any person who it believes has failed to abide by the Promotion Rules and conditions. GoodLife is not responsible for theft, defects, and human errors including negligence, which may result in the failure of GoodLife to award the Prizes. GoodLife will not enter into correspondence or discussion with any participant.

GOODLIFE FITNESS CLUBS/NUBODY'S FITNESS CLUBS("GOODLIFE")

DECLARATION, RELEASE AND DISCHARGE FORM
GOODLIFE "MEMBER REWARDS PROMOTION"
(the "PROMOTION")
MUST BE COMPLETED BY EACH PRIZE WINNER
(please print)

Name: _____ Address _____
City: _____ Province: _____ Postal Code: _____
Day phone:(____) _____ Evening phone:(____) _____ e-mail: _____

1. I hereby declare that I have read, understood, agree to and have complied with the Promotion Rules, that I am bound by all decisions of GoodLife regarding the organization and administration of the Promotion, which are final, and that I will accept the Prize, if won, as awarded.

2. I hereby acknowledge that I am claiming to be a winner of the Prize. I understand that I cannot be declared an official winner until my Entry is verified to be a Winning Entry by GOODLIFE and until I have also correctly answered a skill-testing question. I hereby declare that, if deemed an official winner, I will accept my Prize as awarded.

Skill-Testing Question: (Print Clearly)

Step 1 multiply 5 times 10;

Step 2 add 100 to the answer from Step 1;

Step 3 divide the answer from Step 2 by 10; and

Step 4 subtract 9 from the answer to Step 3.

ANSWER: _____

3. I represent and warrant that I am over the age of majority and a resident of Canada. I am not a resident of Quebec, Yukon or PEI

4. If and when I am deemed an official winner, I hereby indemnify and save harmless, and grant a full and final release and discharge to the Sponsor, all GOODLIFE franchisees/licensees, and to their respective officers, directors, employees, representatives, licensees, advertising and other agents, of and from any and all claims whatsoever which I, my heirs, estate trustee or other personal legal representatives or assigns, have or may have arising out of or in any way related to the Promotion and/or the Prize.

5. It is expressly understood and agreed by me that the Sponsor cannot accept any responsibility, in whole or in part, for loss, damage or injury to person(s) or to property, however caused, in connection with the Prize that I may receive or the Promotion.

6. If and when I am deemed an official winner, I hereby grant to the Sponsor, and to its authorized agents, the right to use my name, address and photograph, without remuneration, at any time, in any territory, and from time to time, in connection with the Promotion for the purpose of advertising, publicity and for promotion in any manner of media.

7. I hereby declare that I have carefully read and understood the foregoing, and that I have given this declaration, release and discharge of my own free will.

DATED AT _____ THIS _____ DAY OF _____, 20

(City, Province)

Sign Your Name: _____