

# 42-Day “Win Your Money Back” Terms & Conditions

IMPORTANT: By signing below, you agree to all terms in this Agreement. This Program is not a contract for long-term membership; it is a short-term program with promotional credits toward future membership if you complete the requirements.

## 1. Program Overview

The 42-Day “Win Your Money Back” Program (the “Program”) is operated by Fitness Collective (“we,” “us,” “our”). The Program is a 42-day training program that includes:

- Semi-private personal training sessions 3x/week
- An initial assessment at the start
- A follow-up assessment at the end

If you meet all attendance and assessment requirements described below, you may earn promotional membership credits (“Credits”) intended to equal up to \$599 in total value, applied over time to an eligible membership.

This Program applies to new and returning Fitness Collective members only. Current members are not eligible for the Program or Credits.

## 2. Program Fee and Duration

Program fee: \$599 (“Program Fee”), due in full at enrollment.

Program duration: 42 consecutive days, starting on your first scheduled training session (“Program Start Date”).

## 3. Win Your Money Back – Credit Structure

If you complete all Program Requirements (detailed in Sections 4 and 5) and enroll in an eligible membership (Section 6), you will earn Credits equal to \$50 per month for up to 12 consecutive months (total potential value \$600).

Credits are:

- Applied as a discount off our then-standard rate for eligible memberships,
- Non-cash, non-refundable, and non-transferable
- For future services only. They cannot be redeemed for cash or past charges

## 4. Attendance & Participation Requirements

To qualify for Credits, you must meet the following requirements:

- Attend a minimum of 18 sessions during the 42-day Program (equivalent to an average of 3 sessions per week).
- A “session” means a scheduled, trainer-led training session at our facility (or via our virtual platform, if applicable).

We understand that unexpected situations occur, and our aim is to take care of you. If you are unable to attend a scheduled session due to illness, necessary travel, or a genuine emergency, we will work with you to ensure you still meet all requirements to be eligible for Credits.

## 5. Assessments & Check-In Requirements

To qualify for Credits, you must also:

- Complete an Initial Assessment within the first 7 days of the Program.
- Complete a Second Assessment within the final 7 days of the Program.
- Complete any required onboarding paperwork and basic health questionnaire in good faith.

Failure to complete either assessment within these timelines will result in loss of eligibility for Credits, even if you attended all sessions.

## 6. Membership Requirements

To redeem Credits, you must enroll in an eligible recurring membership within 7 days after your Program End Date. Eligible memberships are:

- 2x/week semi-private membership or higher at our then-standard rate.
- Virtual personal training memberships do not qualify.

When you qualify and enroll in an eligible membership:

- Your standard rate will be reduced by \$50 per month for up to 12 consecutive months (“Discount Period”).
- After the Discount Period, your membership renews at the then-standard rate unless you cancel under our normal membership terms.

If you need to put your membership on hold, you can do so with no penalty for 1 month and keep your monthly Credit for when you return. After 1 month, you will begin to forfeit credits in the amount of \$50/month for each additional month your membership is on hold. See our Training Agreement for our full Hold Policy.

## 7. Credit Forfeiture

You will forfeit all remaining unused Credits if:

- You do not enroll in an eligible membership within 7 days after completing the Program.
- You cancel or allow your membership to lapse for any reason during the Discount Period.
- You downgrade to an ineligible membership, including but not limited to a 1x/week option or any membership not listed in Section 6.

Credits have no cash value, are not legal tender, and cannot be redeemed or refunded if forfeited.

## 8. Money-Back Guarantee

In addition to the Credits structure, we offer a separate money-back guarantee for the Program:

- If within the 42 days of the Program you are not satisfied with the level of service you are receiving, you may request a full refund of your \$599 Program Fee.
- To do so, you must make your request in-person with the Lead Trainer of the Fitness Collective facility you are a member of.

After the 42-Day Program is over, the Program Fee is non-refundable, regardless of attendance, results, or circumstances. If you choose to exercise your money-back guarantee, you will no longer be eligible for Program Credits.

## 9. Results Disclosure

We do not guarantee specific results (weight loss, body composition, performance, etc.). The Win Your Money Back structure is based on your actions and participation (attendance and assessments), not on a particular outcome.

## 10. General Terms

This Agreement is the entire understanding regarding the Program. All terms and conditions of our standard Training Agreement remain in full force and effect. If any part of this Agreement is found unenforceable, the remaining provisions remain in effect.

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### Participant Acknowledgment

I have read, understood, and agree to all terms of the 42-Day “Win Your Money Back” Program, including the requirements to earn promotional Credits and the conditions under which they may be forfeited. I understand Credits are store credit/discount only and not cash.

Participant Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

FC Team Member Name: \_\_\_\_\_

FC Team Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_