

TERMS AND CONDITIONS

2018 Zumba® Club Med Vacation

IMPORTANT NOTICE! ALL PAYMENTS MADE HEREUNDER ARE PER PERSON AND NON-REFUNDABLE. IN THE EVENT OF A CANCELLATION THERE ARE NO REFUNDS WITH THE EXCEPTION OF THE APPLICABLE VAT AND CLUB MED MEMBERSHIP FEE.

THIS DOCUMENT (THE “CONTRACT”) CONTAINS THE TERMS, CONDITIONS AND LIMITATIONS AS BETWEEN YOU (HEREINAFTER, “YOU”, “YOUR, OR “TRAVEL PARTICIPANT”), ZUMBA (AS DEFINED BELOW), AND CLUB MED (AS DEFINED BELOW) WITH RESPECT TO THE 2018 ZUMBA® CLUB MED VACATION.

THIS CONTRACT CONTAINS IMPORTANT LIMITATIONS ON AND/OR TO YOUR RIGHTS AND CONSTITUTES A LEGALLY BINDING CONTRACT BETWEEN YOU, ZUMBA (AS DEFINED BELOW), AND CLUB MED (AS DEFINED BELOW). PLEASE READ CAREFULLY ALL THE TERMS OF THIS CONTRACT AND RETAIN IT FOR YOUR FUTURE REFERENCE.

This Contract is subject to change at any time.

All references to "Zumba" shall be understood to include Zumba Fitness Europe, BV, Zumba Fitness, LLC, and each of their respective parents, subsidiaries and affiliates, and each of their respective officers, directors, members, shareholders, employees and agents.

All references to "Club Med" shall be understood to mean Club Med Sales, Inc., Club Med Management Services, Inc., Club Med S.A.S., Club Med Amerique du Nord, SA, and each of their respective parents, subsidiaries and affiliates, and each of their respective officers, directors, shareholders, employees and agents.

You acknowledge and expressly agree that “Zumba” solely in its capacity as independent contractor in reselling accommodations at a CLUB MED Village has no right or ability to control or direct the conditions and/or operational activities at the Club Med Village in any manner whatsoever, including without limitation persons furnishing services at the Club Med Village.

All references to a “Club Med Village” shall be understood to refer to the property owned and/or controlled by Club Med at which the 2018 Zumba® Club Med Vacation will take place.

All references to "Travel Participant" shall, for purposes of this Contract, include each person who attends the Club Med Village as part of the 2018 Zumba® Club Med Vacation, other than Zumba personnel, Club Med personnel, and artists and artist personnel.

All terms shall be considered gender neutral and pronouns shall refer to the masculine and feminine as context requires.

Each Travel Participant’s booking for the 2018 Zumba® Club Med Vacation, registration at a Club Med Village as part of the 2018 Zumba® Club Med Vacation, and attendance at any the 2018 Zumba® Club Med Vacation activities and/or events constitute the acceptance of and agreement to this Contract.

You represent to and for the benefit of Zumba and Club Med that You are authorized by all Travel Participants named in Your booking group, including each minor, if any, to accept and agree on behalf of each such Travel Participant to be bound by all the Terms and Conditions of this Contract; You further hereby agree to indemnify and hold Zumba and Club Med harmless from any and all third party claims that arise or may arise out of the acceptance of this Contract. Unless otherwise set forth herein, this Contract is not transferable and You may not sell or assign it. It is valid only for the 2018 Zumba® Club Med Vacation. This Contract may not be modified except in writing signed by Zumba. The terms, conditions and limitations herein shall apply to any and all disputes between You and Zumba, regardless of when, where, or how such dispute arises. All rights, defenses, disclaimers and limitations of liability set forth herein shall inure to the benefit of Zumba.

Neither Zumba, nor any of its employees have any authority to change, modify, alter or suspend any of the provisions of the Contract between Travel Participant and Club Med, including the terms and conditions set forth in Section 3

hereof. It is understood that such terms and conditions, along with any other contracts, membership agreements, or other documents required by Club Med, shall govern the relationship between Travel Participant and Club Med exclusively.

1. 2018 Zumba® Club Med Vacation

The 2018 Zumba® Club Med Vacation is for Zumba instructors, fans, friends and families. The 2018 Zumba® Club Med Vacation is open to the public and does not require a license to teach Zumba classes to participate. The Vacation will feature Zumba classes and themed events and activities including live entertainment. Nothing contained herein is intended to be, nor shall it be construed as a right or guarantee to specifically attend any particular concert on any particular date to be performed by any particular artist. Zumba is just reselling Travel Participant accommodations for the Club Med Village as part of the 2018 Zumba® Club Med Vacation subject to the terms and conditions set forth in this Agreement that it pre-purchased from Club Med. Zumba is not an agent of Club Med and Club Med is not an agent of Zumba. While every effort is made by Zumba to avoid conflicting classes, events, activities and performances ("Scheduled Events"), Zumba cannot guarantee that any Travel Participant will be able to attend every Scheduled Event as part of the 2018 Zumba® Club Med Vacation.

2. Pricing and Payments

Zumba reserves the right to increase published prices without notice. In the event of an increase, only new bookings will be affected. Any bookings made prior to the increase will be protected at the rate booked. Payment for the 2018 Zumba® Club Med Vacation shall be made in Euros.

ALL PAYMENTS FOR THE 2018 ZUMBA® CLUB MED VACATION ARE PER PERSON AND NON-REFUNDABLE. IN THE EVENT OF A CANCELLATION THERE ARE NO REFUNDS WITH THE EXCEPTION OF THE APPLICABLE VAT AND THE CLUB MED MEMBERSHIP FEE.

All Travel Participants are required to pay a 75 Euro Club Med Membership Fee as part of their reservation. The Club Med Membership Fee includes basic travel insurance plan through CSA Travel Protection. Travel insurance is underwritten by Stonebridge Casualty Insurance Company, Columbus, OH. This plan is administered by CSA Travel Protection and Insurance Services.

Members of the Zumba® Instructor Network (ZIN™ Members) receive a five percent (5%) discount on their reservations for the 2018 Zumba® Club Med Vacation. The ZIN™ Member must be in good standing at the time of reservation and at the time of check-in for the 2018 Zumba® Club Med Vacation.

A reservation for the 2018 Zumba® Club Med Vacation is valid only for the person(s) named within as Travel Participants and cannot be transferred without Zumba's written consent. With Zumba's written consent, and only prior to August 30, 2018, a Travel Participant may transfer his/her reservation to another Travel Participant.

A Travel Participant may downgrade his/her guest room to a guest room of lesser value; however, **NO REFUNDS WILL BE GIVEN FOR ANY ADDITIONAL FEES PAID FOR THE ORIGINAL GUEST ROOM RESERVATION.**

Zumba accepts bookings and payments according to three-payment schedules, as set forth below:

- 200 Euro deposit and equal monthly installments. Last payment due August 1, 2018.
- 200 Euro deposit followed by 2 equal instalments due on May 1, 2018 and August 1, 2018
- Full Payment at time of registration

Zumba's Automatic Billing Plan

The Automatic Billing Plan allows Travel Participants to establish an evenly divided payment schedule up front. Zumba then automatically charges the Travel Participant's authorized credit card for the applicable charges on the scheduled dates. Travel Participants who wish to enroll in the Automatic Billing Plan will be required to make the initial payment at the time of registration, and then authorize in advance 1-8 additional charges to be processed on the day of the month selected by the guest. Because the payments are evenly divided, guests are not faced with a large final payment. There is no additional charge for selecting the Automatic Billing Plan. Final payment will be processed on or before August 1, 2018.

Zumba's Minimum Payment Schedule Plan

The minimum payment schedule allows guests to make an initial payment and two (2) equal installment payments due on May 1, 2018 and August 1, 2018. You would be required to make all future payments according to the above schedule.

Payment in Full Up Front

Payment in full at the time of booking. Travel Participants who pay in full are finished and will not have to be concerned about any future or upcoming payments, unless they modify their booking.

The Zumba booking system will not complete a booking on a single card that is declined. However, a booking can be paid for with multiple cards. Should Your initial payment not meet the minimum payment due at the time of Your booking You will have forty-eight (48) hours in which to bring Your account into good standing or risk cancellation.

Full payment includes the accommodations at the Club Med Village for the 2018 Zumba® Club Med Vacation and all meals, drinks, entertainment and services normally provided to guests at the Club Med Village and the Zumba scheduled events. The Purchase Price does not include any costs or expenses incurred in travelling to and from the location of the Club Med Village; any excursions or trips taken prior to, during, or after Your stay at the Club Med Village; or any items of a personal nature, gift shops, massages, etc., or any other expenses for which guests at the Club Med Village are normally assessed individual charges during regular visits.

3. Acceptance and Agreement to Club Med Terms and Conditions

By making the reservation for the 2018 Zumba® Club Med Vacation, participating at a Club Med Village as part of the 2018 Zumba® Club Med Vacation, and/or attending any the 2018 Zumba® Club Med Vacation activities and/or events, the Travel Participant and each guest on the same booking, acknowledges he or she has read, understands and agrees to be bound by each and every term, condition and provision of the Club Med terms and conditions as set forth below. Each Travel Participant further agrees that Zumba shall be entitled to the benefit of all rights, terms, conditions, and limitations granted in the Club Med terms and conditions as though Zumba were specifically named therein.

- a. Travel Participants participate in the activities and use the facilities at Club Med Villages at their own risk. Sports and similar activities intrinsically involve risks of physical injury greater than those encountered in daily life, and by taking part in sports and other activities, Travel Participants acknowledge and assume the risks inherent therein. Club Med, and each of their respective parents, subsidiaries and affiliates, and each of their respective officers, directors, shareholders, employees and agents accept no responsibility, and shall not be liable for any injury, illness, damage, loss, accident, expense, delay or other irregularity resulting from a travel participant's participation in any activity or use of any of the facilities at Club Med Villages. Club Med reserves the right to withdraw, alter or otherwise modify Club Med Village tours, itineraries, specific programs, sports facilities or other activities at any time and without notice for any reason whatsoever at its sole discretion. All services are subject to the laws of the country in which they are provided.
- b. All arrangements other than the stay at the Club Med Village, including non-village accommodations, sightseeing, excursions, transfers and air and other transportation, if made by Club Med or their affiliates, agents or representatives are made by them solely in the capacity of agents for the supplier of these services. Therefore, neither Club Med or their affiliates, agents or representatives accept responsibility, nor shall they be liable for any injury, illness, damage, loss, accident, expense, delay, or other irregularity which may result from the supplying of these services, whether caused by a defect of any vehicle, breakdown of equipment, strikes, theft, the negligence or default of any supplier of services, or otherwise, or for any cancellation of or changes or delays in itineraries or schedules or additional expense or loss of vacation time incurred by travel participants resulting there from, or for any loss or damage resulting from improper or insufficient passports, visas, or other documents. Neither Club Med, their affiliates, agents or representatives shall be liable or responsible for any additional expense or liability sustained or incurred by the Client or travel participant as a result of any of the foregoing causes.

- c. Club Med (and its operators) reserves the right to refuse the sale and/ or service of alcoholic beverages in accordance with it and/or its operators policies and the applicable legal age limitation the country in which the Club Med Village is located. Club Med (and its operators) reserve the right to limit or deny the Travel Participant's right to bring alcoholic beverages to the Club Med Village for consumption on the Village premises.
- d. Under no circumstances may dangerous articles such as controlled substances, firearms, explosives, cylinders containing compressed air or combustible substances, be contained in any baggage or brought into any Club Med Village. Club Med (and its operators) reserve the right to refuse Travel Participant from bringing onto Club Med's premises any item that Club Med (and/or the operator) deems inappropriate. No animals are permitted (with the exception of service animals for Travel Participant's with special needs). Please note that safekeeping facilities in many Club Med Villages may be limited. Travel Participant's should limit the number of valuable items brought to the Club Med Villages. Property lost or stolen must be reported immediately to the Reception Desk or to a designated Club Med employee. The liability of Club Med and the operators for property lost, damaged or stolen shall be limited to \$500 or in accordance with the local law of the Club Med Village, whichever is less.
- e. A Travel Participant may be asked to leave a Club Med Village or deplane at any time without refund if (i) the member is unfit for travel; (ii) the member is a risk or danger to himself or herself; or (iii) the member is a disturbance or danger to others. In such event, the member shall not be entitled to any refund, and the member shall be responsible for alternate lodging, meals and travel expenses.
- f. Minors must be accompanied by a parent or legal guardian. Special requirements may apply in the event a minor is traveling with a guardian or with only one parent, including but not limited to notarized parental permission. There may be special requirements or restrictions for groups of minors traveling such as chaperone ratios, damage deposits and other requirements. Special requirements for children traveling with one parent may vary per country. Please confirm travel requirements with the consulate.
- g. Club Med Sales, Inc., acts only as sales agent for Club Med, S.A.S., and its parent, subsidiaries and affiliates. Club Med Sales, Inc. does not own, manage, control or operate any transportation vehicle, any hotel, village or restaurant, or any other supplier of services, and disclaims for itself and its agents and representatives, all responsibility or liability of any nature whatsoever for any injury, illness, damage, loss, accident, expense or delay to property or person due to any cause whatsoever occurring during, arising out of, or relating to stays at Club Med Villages. No claims arising out of or relating to stays at Club Med Villages shall be accepted later than sixty (60) days after the day of departure from the Club Med Village. In the event any person not a party to this Agreement shall make any claim or file any lawsuit against Club Med, or its parent, subsidiaries, affiliates, agents or representatives for any injury, illness, damages, loss, accident, expense or delay to property or person due to any cause whatsoever arising out of the trips provided under this Contract, such claim or lawsuit not being covered by the insurance coverage offered by Club Med to each Travel Participant, Travel Participant agrees to indemnify, defend and hold harmless Club Med, or its parent, subsidiaries, affiliates, agents and representatives from any and all claims and litigation including the payment of all damages, expenses, costs and attorneys' fees. In no event shall Club Med be liable for consequential damages.

4. Public Performance and WAIVER of Privacy and Intellectual Property Rights

Zumba has the exclusive right to include photographic, video and other visual portrayals of Travel Participant in any pictorial medium of any nature whatsoever for the purpose of trade, advertising, sales, publicity or otherwise, without compensation to the Travel Participant, and all rights, title and interest therein (including all worldwide copyrights therein) shall be Zumba's sole and exclusive property, free from any claims by Travel Participant or any person deriving any rights or interest from Travel Participant.

Travel Participant acknowledges and agrees that Travel Participant is at least 21 years of age. If Travel Participant is the parent or legal guardian of a minor(s) under 18 years of age attending the 2018 Zumba® Club Med Vacation, by bringing the minor(s) with You, You agree and acknowledge that You are granting all of the same rights set forth

herein with respect to such minor(s).

5. Age Restrictions

Travel Participants must be 18 years of age or older on date the reservation is made and on the date of check-in at the Club Med Village, or Travel Participant must be accompanied by an adult 18 years of age or older booked in the same room or in a connecting room. Travel Participants who are 17 years of age or under traveling with an accompanying adult, who is not the minor's parent or legal guardian must have a signed Parental/Guardian Consent Release Form. Ages will be verified upon check-in at the Club Med Village and any Travel Participant who does not meet the age requirements will be denied booking and no refunds will be made.

Only guests 18 years of age or older will be served alcoholic beverages at the Club Med Village.

6. Zero Tolerance Policy

Zumba has a zero tolerance policy regarding the use, possession, purchase or distribution of illegal controlled substances, firearms, explosives, dangerous items, or weapons of any kind. Any violation of this policy will result in immediate expulsion from the Club Med Village as well as the individuals being turned over to the local law enforcement officials for appropriate legal action. In such cases Zumba and Club Med shall not be liable for any refund or other compensation or damages.

7. Forum and Notice

It is agreed by and between each Travel Participant and Zumba that all disputes and matters whatsoever arising under, in connection with or incident to this Contract or to the 2018 Zumba® Club Med Vacation, including any dispute or matter arising out of or related to Travel Participant's travel to and from the location of the Club Med Village involving Zumba, shall be litigated if at all, before the United States District Court for the Southern District of Florida in Miami, or as to those lawsuits to which the Federal Courts of the United States lack subject matter jurisdiction, before a court located in Broward County, Florida, U.S.A., to the exclusion of the courts of any other county, state or country. In any and all disputes, Travel Participant shall provide immediate notice to Zumba of any and all details of the dispute and in no instance shall Travel Participant provide notice to Zumba later than six (6) months after the incident giving rise to the dispute or else Travel Participant shall **WAIVE** all its rights under this Contract.

All notices, demands, requests and other communications (collectively, "Communications") required or permitted to be given to any party pursuant to this Contract (i) must be in writing; and (ii) may be served either by (a) depositing the same in the mail, full postage prepaid, certified or registered with return receipt requested; (b) delivering the same by a nationally recognized overnight air courier service, full delivery cost paid; or (c) delivering the same in person. Any Communication shall be deemed received when delivered in person, three business days after sending by mail or one business day after sending by overnight courier. For the purpose hereof, the address of Zumba is as follows:

Zumba Fitness Europe, BV.
Atrium Building, 8th Floor
Strawinskylaan 3127
1077 ZX Amsterdam
The Netherlands FR69790860613
Attn: Chief Legal Officer

8. TRAVEL DOCUMENTS

Travel Participants must possess all proper travel documentation necessary to travel to and from the location of the Club Med Village, including all necessary passport, photo identification, and/or visa documents. Proper identification/documentation is the sole and exclusive responsibility of each Travel Participant. A Travel Participant traveling without the proper identification/documentation will not receive a refund.

9. PERSONAL DATA

By registering for the 2018 Zumba® Club Med Vacation You are acknowledging that all personal data You submit, including Your name, physical address, email address, and telephone number, may be used for commercial

communication purposes, in particular via electronic mail, by Zumba (inclusive of Zumba Fitness Europe, B.V., and Zumba Fitness, LLC, as well as its official partners and agents).

You also acknowledge and agree that Zumba Fitness Europe B.V., located in The Netherlands, is authorized to transfer the personal data You submit to Zumba Fitness, LLC (an affiliate and related entity of Zumba Fitness Europe, B.V.), located at 800 Silks Run, Suite 2310, Hallandale, Florida 33009, United States of America. Accordingly, You hereby acknowledge and agree that the personal data You submit will be stored in the United States of America. When Zumba transfers Your personal data, it will do so in compliance with all applicable laws and regulations.

Zumba offers You the possibility of accepting or refusing as soon as You register for the 2018 Zumba® Club Med Vacation that Your personal data be used for electronic commercial communication purposes. Your opposition to this processing will have the effect of depriving You of the information concerning commercial offers from Zumba and/or its official partners. Your opposition to the use of Your personal data for commercial communication purposes can also be exercised with hindsight via email by using the link featured on each message sent to You. In addition to the foregoing, You have a right of access and correction of personal information relating to You. Being a strictly personal right, the right of access and correction can only be exercised by its holder who will have to justify his/her identity or by his/her guardian if he/she is a minor or a legally incapacitated person.

You hereby acknowledge and agree that Zumba may share Your personal data with:

- Zumba affiliates in order to provide You with commercial offers related to Zumba's programs, products, classes and events.
- Third party service providers processing personal data on Zumba's behalf, for example to process credit cards and payments, shipping and deliveries, manage and service our data, distribute emails, research and analysis, manage brand and product promotions as well as administering certain services and features
- Other third parties (i) to the extent necessary to comply with a government request, a court order or applicable law; (ii) in the event Zumba sells or transfers all or a portion of its business or assets (including in the event of a reorganization, spin-off, dissolution or liquidation); (iii) in order to protect Zumba, its employees, its clientele and/or its property and to enable it to proceed where appropriate with any action or recourse available and/or limit any resulting loss.

Zumba acknowledges and guarantees the security of Your personal data against accidental or unauthorized access or manipulation.

10. ENTIRE AGREEMENTS

This Contract, including with the following exhibits and schedules hereto, constitute the complete and exclusive statement of the terms and conditions of the agreement relating to the subject matter hereof and supersedes all prior negotiations, understandings and agreements, whether written or oral, between the parties.

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