#### REGISTRATION FEE REIMBURSEMENT PLAN

The terms and conditions of the Registration Fee Reimbursement Plan (herein called the "Plan") described below apply to the following event:

**Event:** Life Time Tri New York

Event Administrator and Contact: Life Time Fitness, Inc. 2902 Corporate Place, Chanhassen, MN 55317

(herein called we, us or our) **Event Date:** August 3, 2014 **Event Location:** New York, NY

Maximum Reimbursement Amount: Regular registration fee of \$285.00 plus processing fees

Reimbursement Plan Fee: \$24.00.

### **TERMS AND CONDITIONS**

# Who Is Eligible For Protection – When Does Protection Begin And End:

You are eligible for protection under this plan if: 1) you are a registered participant in the Event and you have paid the Registration Fee in full and enroll in and pay the Plan fee 2) you are a registered Relay Team participant in the Event, and the Registration Fee for the Relay Team is paid in full and the Relay Team is enrolled in and pays the Plan fee. Your protection under the Plan begins on the date your registration form is submitted or electronic internet registration is received. Your Protection under the plan ends when the Event begins.

## What You Pay:

The Plan fee is shown in the Event Registration Receipt and is due on the date you register to participate in the Covered Event.

#### What We Will Pay:

We will reimburse the regular registration fee you paid for the Event, including taxes and service fees. The reimbursement amount will not include any additional donations or amounts you contribute to a charitable organization on behalf of your participation. The benefit amount will not include any additional charges or fees that are in excess of the regular Registration Fee required to participate in the event.

We will reimburse the registration fee you paid if you or the Relay Team of which you are a member are unable to participate in the Event for any one of the following reasons:

- 1. You suffer from an Injury or an unforeseen Illness, normal pregnancy, or childbirth including unforeseen complications of pregnancy which prevents you from participating in the Event. A Physician must certify that you are not able to participate in the Event.
- 2. You are on Active Military Duty and receive unanticipated reassignment or deployment orders or revocation of personal leave, except for disciplinary reasons. You must provide us a copy of the orders you receive.
- 3. You are directly involved in a traffic Accident on the day of the Covered Event that causes either: an Injury to you; or damage to the automobile that creates an immediate need for repair to ensure the safe operation of the vehicle and prevents your attendance at the Covered Event.
- **4**. You are not able to arrive in time to participate in the Event due to a delay by the Common Carrier you used for transportation to the Event Location.
- 5. Any Injury or an unforeseen Illness, normal pregnancy, or childbirth including unforeseen complications of pregnancy occurring to your Family Member. Your Family Member must be examined by a Physician within 72 weekday hours of the Event Date.
- **6**. Your automobile having a Mechanical Breakdown within 48 hours of the Event which results in the vehicle being inoperable to be driven to the Event.
- 7. You, after having been with the same employer for at least three continuous years, are terminated or laid off, through no fault of Your own, after you enroll as a participant in the Event.
- **8**. You or Your spouse are relocated by Your or Your spouse's current employer to a location that is at least 100 miles from Your primary residence.

## We Will Not Pay:

We will not reimburse the registration fee you paid for the Event if you are unable to participate in the Event due to:

- 1. An intentionally self-inflicted injury or self-inflicted sickness
- 2. Physical complications resulting from alcohol or substance abuse.
- 3. Natural disasters (unless as specifically covered);

In addition to the exclusions above, we will not reimburse the registration fee you paid for the Event if:

- 1. You have not made your full payment of the Registration Fee prior to the Event Date;
- 2. The Event is cancelled by the Event Administrator for any reason (including bad weather) unless as covered herein;
- 3. You cross the start line on the day of the Event;
- 4. You: a) make changes to personal plans or b) have a business or contractual obligation that prevent you from participating in the Event;
- 5. You choose to take part in an event-sponsored deferment where your current year Registration Fee will be put towards the next year's event.

#### How To File a Claim:

If you are unable to participate in this Event for any of the reasons listed above, you must notify us no later than 60 days after the Event Date or as soon as reasonably possible. You can contact us by calling 1-877-527-0957or email us at EventRefund@Transamerica.com and we will provide you a claim form. You must complete and submit the claim form to us within the 60 days time frame. If you do not report a claim, or provide sufficient proof within one year of the Event Date, you will not be entitled to reimbursement or deferment of the registration fees you paid for this Event.

# **DEFINITIONS**

Accident means an unexpected, unintended, unforeseeable event causing Injury.

Active Military Duty means serving in the United States Armed Forces on a full-time basis.

**Common Carrier** means an entity licensed to carry passengers for hire by air. Common Carrier does not mean a vehicle rental company; intra-urban Amtrak rail service; nor commuter rail or subway service.

**Domestic Partner** means a person who is at least eighteen years of age and you can show: 1) evidence of financial interdependence, such as joint bank accounts or credit cards, jointly owned property, and mutual life insurance or pension beneficiary designations; 2) evidence of cohabitation for at least the previous 6 months; and 3) an affidavit of domestic partnership if recognized by the jurisdiction within which they reside.

**Family Member** means your dependent, spouse, child, spouse's child, son-daughter-in-law, parent(s), sibling(s), brother-sister grandparent(s), grandchild, step brother-sister, step-parent(s), parent(s)-in-law, brother-sister-in-law, aunt, uncle, niece, nephew, guardian, Domestic Partner, foster-child, or ward.

Felonious Assault is an act of violence against you requiring medical treatment in a Hospital.

**Hospital** means a licensed institution that is run mainly for the care and treatment of sick or injured persons as inpatients. Hospital does not mean a nursing home, convalescent facility, or long-term care facility.

**Illness** means a sickness, infirmity or disease that causes a loss that begins while you are eligible for protection and is not a Pre-existing Condition.

**Injury** means bodily Injury caused by an Accident or Felonious Assault, directly and independently of all other causes and sustained on or after you become eligible for protection and before the Event Date.

**Mechanical Breakdown** means a sudden and accidental breakage or failure of a covered part or assembly of your vehicle while you are more than 100 miles from your Home, caused by other than a part not covered, which makes the covered part unable, when properly serviced or cleaned, to perform the function for which it is designed, and makes Your vehicle inoperable or unsafe to operate.

**Normal Pregnancy** or **Childbirth** means a pregnancy or childbirth that is free of complications.

**Physician** means a person licensed as a medical doctor by the jurisdiction in which he/she is resident to practice the healing arts. He/she must be practicing within the scope of his/her license for the service or treatment given and may not be the Covered Individual or a family member of the Covered Individual.

Registration Fee means the total amount paid for the ticket/registration, including any service and handling fees.

**Relay Team** means a pair or group of participants who register to participate in the Event under the relay team category as defined in the Event guidelines.

**Sickness** means an illness or disease of the body which requires examination and treatment by a Physician and commences while you are eligible for protection.