

Brussels + Muscles™ by Be Colorado®

Participant Agreement

The University of Colorado Health and Welfare Trust and Plan (“Plan”) has developed a family fitness and nutrition program, Brussels+Muscles by Be Colorado. As a program geared toward families, a Plan participant can enroll his/her dependents aged 5-11 in Brussels+Muscles. By registering for the Brussels+Muscles program each participant understands, agrees to and/or certifies to the statements in this Participant Agreement as well as agrees to the Terms of Use on the B+M website.

Eligibility Requirements

1. I certify that I am eighteen years of age or older.
2. I certify that I am employed by a Plan Employer and am currently a subscribing member on a CU Health Plan.
3. I understand that Brussels+Muscles is only available to my dependent child as defined by my Employer. I certify that I have only enrolled my dependent child(ren) ages 5-11.

Physical Activity

4. I understand that I, and my enrolled dependents, should seek the advice of a physician or other competent medical professional before beginning any physical activity and/or weight loss program or if we have any questions or concerns regarding our health or medical care.
5. If I, or any other family member participating in Brussels+Muscles, experiences any abnormal physical symptoms, I, or my family member, will stop exercising immediately and consult a physician.

Brussels+Muscles Account

6. I understand that during the registration process for Brussels+Muscles, I will create an account on the Brussels+Muscles website in order to access my dependent(s)' scorecard through the Brussels+Muscles website.
7. I understand that I am responsible for maintaining the confidentiality of my Brussels+Muscles account and password and for restricting access to my electronic devices that access my Brussels+Muscles account.
8. I will promptly notify Brussels+Muscles of any unauthorized use of my username, password or other account information of which I become aware. Brussels+Muscles can be notified by calling 1-844-866-3696.

External Websites Connected to B+M

9. I understand that the Plan has partnered with kids' fitness and nutrition vendors, ZisBoomBah and GeoPalz, in order to create Brussels+Muscles.
10. I understand that ZisBoomBah and GeoPalz will provide data to the Brussels+Muscles website and upload my dependent's progress in the Brussels+Muscles program to my dependent's scorecard on my Brussels+Muscles account.
11. I understand that although the ZisBoomBah website and GeoPalz app and website may have Brussels+Muscles branding, they are solely run by ZisBoomBah and GeoPalz, and my dependent(s)' use of the app and website is governed by ZisBoomBah and GeoPalz's respective Privacy Policy and Terms of Use.
12. I have read and understand ZisBoomBah's Privacy Policy (<http://blog.zisboombah.com/about-us/privacy/>) and understand that it covers my use and my dependent(s)' use of the ZisBoomBah website and the use of the information I or my dependent(s) provide to ZisBoomBah.
13. I have read and understand ZisBoomBah's Terms of Use (<http://blog.zisboombah.com/about-us/terms-of-use/>) and understand that it covers my use and my dependent(s)' use of the ZisBoomBah website and the use of the information I or my dependent(s) provide to ZisBoomBah.
14. I have read and understand GeoPalz's Privacy Policy (<https://geopalz.com/privacy-policy>) and GeoPalz's Children's Privacy Policy (<https://geopalz.com/childrens-privacy-policy>) and understand that it covers my use and my dependent(s)' use of the GeoPalz website and app, as well as the use of the information I or my dependents provide to GeoPalz.
15. I have read and understand GeoPalz's Terms of Use (<https://geopalz.com/terms/>) and understand that it covers my use and my dependent(s)' use of the GeoPalz website and app, as well as the use of the information I or my dependents provide to GeoPalz.
16. I understand that the ZisBoombah website and the GeoPalz website and app are subject to the Children's Online Privacy Protection Rule (COPPA). COPPA places certain requirements on operators of websites or online services aimed to children under 13 years of age, as well as on operators of other websites or online services that have actual knowledge that they are gathering personal information online from a child under 13 years of age. 15 U.S.C. 6501-6508. A website subject to COPPA generally must "obtain verifiable parental consent prior to any collection, use, and/or disclosure of personal information from children." 16 CFR 312.3(b).
17. I understand that GeoPalz utilizes the method of parental consent detailed in 16 CFR 312.5(b)(2)(ii): "Requiring a parent, in connection with a monetary transaction, to use a credit

card, debit card, or other online payment system that provides notification of each discrete transaction to the primary account holder.” I understand that GeoPalz also provides an alternative method for providing parental consent; GeoPalz also allows for parental consent to be provided in accordance with 16 CFR 312.5(2)(b)(iii): “Having a parent call a toll-free telephone number staffed by trained personnel.” I understand that if I would prefer to provide parental consent via the telephone instead of through validation of my credit card, I may call GeoPalz at 303-938-0333 ext. 220 for telephonic verification.

18. I understand that ZisBoomBah utilizes the email plus method of parental consent detailed in 16 CFR 312.5(b)(2)(vi.)
19. I understand that the ZisBoomBah website and the GeoPalz website and app may include advertising. I understand that neither the Plan nor the Plan Employers endorse any of the products advertised or guarantee their quality in any way.
20. I understand that various third-party products may be used in combination with ZisBoomBah and GeoPalz to provide additional user features. I understand that neither the Plan nor the Plan Employers require any participant to purchase these products, endorses any of these products or guarantees their quality in any way. Use or purchase of any third-party products is the sole responsibility of the participant.

Pedometers

21. I understand that if I have chosen to receive the GeoPalz classic pedometer for any of my dependents, I or my dependents will be self-reporting their number of steps manually to the GeoPalz website. I certify that any self-reported and manually entered physical activity minutes are a true and accurate record of my dependent(s)' physical activity.
22. I understand that the ibitz by GeoPalz, wireless pedometer is only compatible with the following devices:
 - iPhone 4s
 - iPhone 5
 - iPhone 5s
 - iPhone 5c
 - iPad (3rd Gen)
 - iPad (4th Gen)
 - iPad Mini
 - iPad Air
 - iPod touch (5th Gen)
23. I understand that, in the event that a pedometer I receive through the Brussels+Muscles program breaks or becomes lost/stolen, I may receive one replacement per dependent, subject

to the same tax implications, outlined below, as the original pedometer. I understand that after one replacement per dependent registered with Brussels+Muscles, I will be responsible for the cost of any additional pedometers

Taxation/Imputed Income

24. I understand that for each dependent child I enroll in Brussels+Muscles, I will receive a pedometer of my choosing (either a GeoPalz classic pedometer or an ibitz wireless pedometer). **I understand I will be taxed on the retail value of each pedometer I receive, and this tax will be reflected in my paycheck as imputed income.**

Communication

25. I understand that ZisBoomBah and GeoPalz may periodically send me emails updating the status of my dependent(s)' progress. I understand that I can opt out of the email notifications at any time.
26. I understand that Brussels+Muscles may periodically send me emails updating the status of my dependent(s)' progress. I understand that I can opt out of the email notifications at any time.
27. I understand that the only information my Employer will receive about Brussels+Muscles is de-identified, aggregate reporting on the use of the program by participants. I further understand that the CU Health Plan may receive data detailing participants' progress through the Brussels+Muscles program for the purpose of program assessment.

Termination

28. I understand that the Plan and/or my Employer have no obligation to continue the Brussels+Muscles program and that it may be amended or terminated at any time. Neither the Plan nor my Employer will have any liability for such amendment or termination.
29. I understand that if I no longer want to participate in Brussels+Muscles, I can remove myself and my dependent(s) from the program at any time by notifying Brussels+Muscles at 1-844-866-3696.

Modification of Agreement

30. I understand that this Participant Agreement is subject to change at any time. My continued participation in this program constitutes my acceptance of the changes. The Plan will post the most recent Participant Agreement, incorporating any changes, on the Brussels+Muscles website at brusselsandmuscles.org.