

## Spartan Canada Event Terms of Purchase

These terms (the “Terms of Purchase”) govern the purchase process for events operated by **Spartan Race (Canada) Inc.** (“Spartan”, “we”, “us”), in Canada (each, an “Event” and collectively, the “Events”). If you have any questions, please contact us at [info@ca.spartan.com](mailto:info@ca.spartan.com) or 445 King Street West, Suite 400, Toronto, Ontario M5V 1K4 Canada. Your purchases on any website used to register for a Spartan Event (collectively, the “Sites”) are subject to these Terms of Purchase.

Please review these Terms of Purchase carefully. By purchasing any Event on any Site, you agree to be bound by these Terms of Purchase. If you do not agree with these Terms of Purchase, do not proceed with your purchase.

- 1. Authority to Register and/or to Act as Agent.** You represent and warrant to the Spartan Partners that you have full legal authority and capacity to complete the registration for the Event (“Event Registration”), including accepting these Terms of Purchase, on behalf of yourself and/or, where applicable, any party for whom you are registering (the “Registered Parties”), including full authority to make use of the credit or debit card to which fees related to Event Registration (defined below) will be charged. As used in these Terms of Purchase, (a) “Spartan Partners” means and includes Spartan, its franchisees and licensees, any and all subsidiaries and affiliated entities thereto, and each of their respective officers, employees, contractors, subcontractors, agents, representatives, successors and assigns; and (b) “you” or “your” means and includes you (as an individual) and all other Registered Parties for whom you are- registering, and by virtue of agreeing to these Terms of Purchase, for whom you are waiving certain rights.

If you are registering a person under the age of majority in your jurisdiction of residence or an adult without the legal capacity to enter into these Terms of Purchase, you represent and warrant that you are the parent or legal guardian of that individual and have the legal authority and capacity to enter into these Terms of Purchase on that individual’s behalf. Further, by proceeding with Event Registration, you agree that these Terms of Purchase shall apply equally to all of the Registered Parties. To the extent permitted by law, you agree under these Terms of Purchase, whether for yourself and/or on behalf of another Registered Party (including, without limitation, any minor) to indemnify, defend, and hold the Spartan Partners harmless from any Claim (defined below), even in the event the Claim arises because a Registered Party is found by a court of competent jurisdiction to not be bound by these Terms of Purchase. In addition, if, despite these Terms of Purchase, any of the Registered Parties makes a Claim against Spartan, you agree to defend, indemnify, and hold Spartan harmless from such Claim.

- 2. Payment Methods and Platform.** Spartan accepts American Express, Visa, MasterCard, Google Pay and Apple Pay for registration to its Events. Ticketsocket, Inc. (“TicketSocket”) acts as the agent to Spartan in connection with the registration process for the Events.
- 3. Fees, Pricing and Availability.** Spartan may charge the following fees related to your participation in an Event: (a) a registration fee to participate in the Event (the “Event Registration Fee”), (b) a fee covering parking and/or shuttle services, event cancellation coverage, merchandise discount and/or bag check services (the “Mandatory Service Bundle Fee”), (c) a processing fee related to use of the TicketSocket registration platform, and (d) any applicable taxes (collectively, the “Total Event Fees”). Spartan may change any fees included in the Total Event Fees for an Event at any time prior to a Participant’s purchase without notice. Events have a limited capacity, therefore Event Registration for popular Events may sell out quickly. Event Registration Fees may vary depending upon geographic market, availability, race heat type (e.g., Elite, Open, Age Group or other), venue requirements and/or regulations. Spartan may change such Event Registration Fees at any time without notice. Event date and time are subject to change.

\*\*\*\* **SPECIAL COVID-19 PANDEMIC PRICING** – Through December 31, 2020, and applicable exclusively to 2020 Canada Spartan Sprint, Spartan Super, Spartan Beast, and Spartan Ultra Events only (not applicable to Spartan Trail, Spartan Kids, Hurricane Heat, Agoqe, DEKAFIT, or Tough Mudder events),

Participant may remit \$1.00 (CDN) as an initial payment (the "COVID-19 Event Registration Fee") for the purpose of reserving a spot in any given race. Participant will automatically be charged the Total Event Fees fifteen (15) days prior to the date of the Event unless Spartan, in its sole discretion, cancels the Event. For purposes of calculating Participant's Total Event Fees, the Event Registration Fee charged to Participant shall be the price listed for the Event (and Open, Age Group, or Elite heat of that Event) upon Participant's payment of the COVID-19 Event Registration Fee (the "Initial Registration Date"), not any Event price which may have been advertised prior to the Initial Registration Date or which may be applied after the Initial Registration Date.

Notwithstanding any section of these Terms of Purchase or any Spartan FAQ information to the contrary, the COVID-19 Event Registration Fee is refundable only if Spartan cancels the Event. For the avoidance of doubt, **Participant is not entitled to any refund once Participant is charged the Total Event Fees, except as expressly set forth in Section 6.**

- 4. Risks of Injuries, Insurance and Medical Reimbursement Coverage.** Spartan does not purchase medical insurance coverage for Event participants for medical bills arising from an injury incurred while participating at an Event. PARTICIPATION IN THE SPARTAN EVENT IS AT THE REGISTERED PARTY'S SOLE RISK. EACH REGISTERED PARTY SHOULD ENSURE THAT IT HAS SUFFICIENT INSURANCE COVERAGE FOR ANY INJURIES SUSTAINED WHILE PARTICIPATING IN THE EVENT.
- 5. Canceled and Rescheduled Events.** You bear all risks of inclement weather. You also understand and agree that Spartan reserves the right to cancel the Event for events beyond its reasonable control, including, without limitation, in the event of weather (including, but not limited to, pandemic, epidemic, heat, tornadoes, earthquakes, fires, storms, lightning and floods), accidents, acts or threats of war or terrorism, military conflicts, riots, epidemics, government order, law or regulation, national or regional emergency or for any reason that would affect the safety and security of Event participants and/or spectators or the feasibility of the Event to be held. You agree to hold Spartan harmless from any Claim of any kind or nature related to any cancellation or disruption of the Event. In the event of an Event cancellation for any reason, there will be no refund of your payment unless authorized by Spartan. If an Event is canceled, and you purchased your Event Registration through the Site, you will be permitted to transfer/defer your registration to another Event, as set forth below. If Spartan issues you a refund for an Event Registration due to a canceled or postponed Event, Spartan will issue a refund of the Event Registration's face value paid (or, for a discounted Event Registration, then instead the discounted Event Registration price paid) and all service fees paid. If a refund is issued, it will be issued using the same method of payment that was used to purchase the Event Registration. Spartan will not be liable for travel or any other expenses that you or anyone else incurs in connection with a canceled or postponed Event.
- 6. Refunds and Transfers.** Before purchasing an Event Registration, carefully review your purchase. Spartan does not offer refund of Event Registration Fees for any circumstances. You agree that you will not attempt to evade, avoid, or circumvent any refund prohibitions in any manner with regard to an Event Registration that you purchased. Without limiting the generality of the foregoing, you will not contact Spartan to seek a refund. You will not dispute or otherwise seek a "chargeback" from the company whose credit card you used to purchase an Event registration from the Site. Should you do so, your Event Registration may be canceled and Spartan may, in our sole discretion, refuse to honor pending and future Event registrations made from all credit card accounts or online accounts on which such chargebacks have been made, and may prohibit all persons in whose name the credit card accounts exist and any person who accesses any associated online account or credit card or who otherwise breaches this provision from using the Site.

In the event that you are unable to use the Event Registration you purchased, you may be permitted to transfer/defer your Event Registration in accordance with the process set forth in the in the FAQs here: <https://spartancanada.zendesk.com/hc/en-us/articles/360042799613-2020-Can-I-transfer-to-another-Spartan-Race-to-another-person-or-both->.

- 7. Billing Information Verification and Order Confirmation.** Event Registration is subject to credit card approval, and is processed only after a billing address, and other billing information, has been verified. Occasionally, Spartan receives incorrect billing or credit card account information for an Event Registration that can delay processing and delivery. In these cases, Spartan customer service or registration services will attempt to contact you, using the information provided at the time of purchase. If we are unable to reach you after our initial attempt, Spartan may cancel your order without further notice.

Notwithstanding the above, if you do not receive a confirmation number (in the form of a confirmation page or email) after submitting payment information, or if you experience an error message or service interruption after submitting payment information, it is your responsibility to confirm via Spartan customer service [info@ca.spartan.com](mailto:info@ca.spartan.com) whether or not your order has been placed. Only you may be aware of any problems that may occur during the purchase process. Spartan will not be responsible for losses (monetary or otherwise) if you assume that an order was not placed because you failed to receive confirmation.

- 8. Voluntary Assumption of Risk and Consent to Medical Care.** You acknowledge that your registration and participation in any Event is at your own risk. You further acknowledge that your participation in any Event carries with it inherent risks of serious personal injury, property damage, loss and theft. You confirm that you are well aware of and understand those risks. You further acknowledge that you are assuming any and all dangers, risks and hazards arising out of participation in any Event, including, but not limited to, the risks of serious personal injury, property damage, loss or theft identified in this paragraph.

You represent and warrant that you are in good physical condition, can safely participate in the Event, and have no medical condition that would make your participation in the Event more hazardous. You consent to medical care and transportation in order to obtain treatment of injury to you and understand that these Terms of Purchase extend to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency and/or injury. You understand that no medical care may be available, but if it is, you assume liability for any and all medical expenses incurred as a result of your participation in the Event (where such medical expenses are not provided on a free of charge basis by any medical services organizations, clinics, or hospitals or covered by any public health insurance system in which you are a participant), including, but not limited to ambulance transport, hospital stays, physician, and pharmaceutical goods and services. You will be required to sign our standard form waiver and any other waivers we implement from time to time prior to participating in the event. In the event of a conflict between these terms and conditions and any waiver executed by Participant, the terms of any such waiver shall control.

- 9. Waiver and Release.** To the fullest extent permitted by law, you waive, release and forever discharge Spartan, and its subcontractors, service providers, suppliers, vendors and contractors, and each of their respective affiliates, directors, officers, partners, shareholders, employees, agents, insurers, representatives, successors and assigns (individually and collectively, the “**Released Parties**”) from any and all claims, demands, actions, causes of action, liabilities, obligations, damages (including direct, indirect, special and/or consequential), losses (economic and non-economic, omissions or costs (including court costs, lawyers’ fees and litigation expenses of any kind or nature) (individually and collectively “**Claims**”) which you may have or may have in the future as a result of, relating to or arising out of or in any way connected with your registration and participation in any Event.

- 10. YOUR LEGAL OR STATUTORY RIGHTS AS A CONSUMER ARE NOT AFFECTED BY THESE TERMS OF PURCHASE. NOTHING IN THESE TERMS OF PURCHASE SHALL BE CONSTRUED AS LIMITING OR EXCLUDING SPARTAN'S LIABILITY FOR: FRAUD OR FRAUDULENT MISREPRESENTATION OR ANY OTHER MATTER FOR WHICH IT WOULD BE ILLEGAL OR UNLAWFUL TO EXCLUDE OR ATTEMPT TO EXCLUDE LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, SPARTAN SHALL NOT BE LIABLE TO ANY REGISTERED PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS,**

**GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SPARTAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). WITHOUT LIMITING THE FOREGOING, SPARTAN WILL NOT BE RESPONSIBLE FOR (A) THE USE OR THE INABILITY TO USE THE SITES, SPARTAN PRODUCTS OR SERVICES; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SITES; (C) YOUR PARTICIPATION IN ANY PROMOTION OR PROGRAM COORDINATED BY SPARTAN; (D) PERSONAL INJURY; (E) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (F) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SPARTAN SITES; (G) ANY OTHER MATTER RELATING TO THE SITES, OR SPARTAN PRODUCTS OR SERVICES. TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE THAT SPARTAN'S MAXIMUM LIABILITY TO YOU, FOR ANY REASON OR CAUSE WHATSOEVER, SHALL NOT EXCEED THE TOTAL AMOUNT OF MONIES RECEIVED BY SPARTAN FROM YOU.**

**11. INDEMNITY. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS SPARTAN FROM ALL CLAIMS ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THE SITE, OR ANY VIOLATION BY YOU OF ANY THESE TERMS OF PURCHASE.**

**12. DISCLAIMER OF WARRANTIES. YOU EXPRESSLY AGREE THAT USE OF SPARTAN'S SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SPARTAN MAKES NO WARRANTY THAT THE SITE'S SERVICES WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE. TO THE FULLEST EXTENT PERMITTED BY LAW, SPARTAN EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. SPARTAN DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ON, OR PROVIDED IN CONNECTION WITH, THE SITES. TO THE FULLEST EXTENT PERMITTED BY LAW, SPARTAN IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS, OR FOR THE RESULTS OBTAINED FROM THE USE OF SUCH INFORMATION.**

**13. License; Ejection; No Redemption Value.** You agree to observe and obey all posted rules and warnings, to follow any instructions or directions provided to you by Spartan and/or the owner of the venue where the Event is hosted (the "Venue Owner") and to abide by any decision of any Event official relative to your ability to safely participate in or attend the Event. You understand and agree that you are expected to exhibit appropriate behavior at all times while at the Event and to obey all applicable laws or rules issued by Spartan or the Venue Owner (the "Event Rules") while participating in or attending the Event. This includes, generally, respect for other people, equipment, facilities, or property. You agree that Event officials may disqualify you from the Event and/or eject you from the Venue premises, without refund, should your behavior, in the opinion of Spartan or the Venue Owner, endanger the safety of the Event or violate the Event Rules. Breach of these Terms of Purchase or any applicable rules will terminate your license to attend the Event without refund. An Event registration is a revocable license and admission may be refused upon refunding the face amount of the Event registration. An Event registration receipt is not redeemable for cash.

**14. Recording, Transmission and Exhibition.** You agree that the Event is a public event, that your appearance and actions inside and outside the Venue where the Event occurs are public in nature, and that you have no expectation of privacy with regard to your actions or conduct at the Event. You, on behalf of yourself, and, if applicable, your Registered Party(ies), grant unlimited permission to Spartan to use, reproduce, sell, disseminate and distribute any and all photographs, images, videotapes, motion pictures, recordings, or any other depiction of any kind of your (or your child/ward's) participation in an Event or related activity for any legitimate purpose in perpetuity and you understand that you (or your Registered Party(ies)) will not be entitled to any compensation in connection therewith. You further hereby irrevocably and absolutely grant permission to the Spartan to film, videotape and record your (or your Registered Party(ies)) performance of in the Event and subsequently to telecast, sell, distribute and otherwise utilize the same in whatever manner Spartan shall deem appropriate. Such permission

shall include granting the unlimited and irrevocable rights to Spartan, without compensation of any kind to you (or your Registered Party(ies), to use, reproduce or broadcast, your (or your Registered Party(ies)' name, nickname, image, likeness, voice, photograph, signature facsimile, and biographical information in connection with the Event. You acknowledge that Spartan shall have unlimited right throughout the world to copyright, use, reuse, publish, republish, broadcast and otherwise distribute depictions of or information about you (or your Registered Party(ies) and all or any portion of the Event in which you (or your Registered Party(ies) may appear on any and all radio, network, cable and local television programs and in any print materials and in any other format or media (including electronic media) now known or hereafter devised in perpetuity and without compensation.

- 15. Safety and Security.** You and your belongings may be searched on entry to or at the Event. You consent to such searches and waive any related claims that may arise. If you elect not to consent to such searches, you may be denied entry to or ejected from the Event without refund or other compensation. Certain items may not be brought onto the premises of any Event Venue, including without limitation, alcohol, drugs, controlled substances, firearms, or knives with blades longer than 3 inches. You understand and agree that you are responsible for taking care of your own personal belongings during the Event. To the maximum extent permitted by law, neither Spartan nor the Venue Owner is responsible for any personal item or property that is lost, damaged or stolen at the Event.
- 16. Unlawful Resale of Event Registration; Promotions.** Unlawful resale (or attempted resale), counterfeit or copy of Event passes or promotional codes are grounds for seizure and cancellation without compensation. You are responsible for complying with all applicable ticket resale laws. In addition, Spartan reserves the right to restrict or deny Event registration privileges to anyone that Spartan determine to be, or has been, in violation of our policies. Promotional codes or passes may not be used for advertising, promotions, contests, or sweepstakes, unless formal written authorization is given by us.
- 17. Governing Law.** To the fullest extent permitted by law, these Terms of Purchase, and any dispute with respect thereto, shall be governed by and construed in accordance with the laws of the Province of Ontario (without regards to conflicts of laws principles) and the federal laws of Canada applicable therein.
- 18. Mediation.** To the fullest extent permitted by law, if a dispute arises out of or relates to these Terms of Purchase, or your participation in an Event and that dispute cannot be resolved or settled through negotiation, you individually and on behalf of all of your heirs, personal representatives, estate trustees, executors, successors and assigns, agrees that prior to the filing of any arbitration, or other legal action consistent with the provisions of these Terms of Purchase, you will first attempt, in good faith, to settle the dispute by non-binding mediation administered by the International Centre for Dispute Resolution Canada (“**ICDR Canada**”). The mediation shall take place in Toronto, Ontario, and shall be facilitated by a mediator appointed by ICDR Canada. The costs of such mediation shall be shared equally by the parties to the mediation.
- 19. Arbitration.** All controversies, disputes or claims arising out of or related to these Terms of Purchase, to the extent not first resolved through negotiation and mediation, will be submitted to and for binding, confidential arbitration administered by ICDR Canada in accordance with its Canadian Arbitration Rules as modified by these Terms of Purchase. The number of arbitrators shall be one. The place of the arbitration shall be Toronto, Ontario. The language of the arbitration shall be English.

The arbitrator will not have the authority or right to add to, delete, amend, or modify the terms, conditions, or provisions of these Terms of Purchase. All findings, decisions and awards of the arbitrator will be limited to the dispute(s) set forth in the written demand for arbitration (and any submitted counterclaim), and the arbitrator will not have authority to decide any other issues unless the parties to the arbitration mutually agree thereto.

No findings, conclusions, orders or awards emanating from any arbitration proceeding conducted under these Terms of Purchase may be introduced, referred to, or used in any subsequent or other proceeding as a precedent, to estop any party from advancing any claim or defense or from raising any like or similar issues, or for any other purpose whatsoever. The principles of collateral estoppel shall not apply in any arbitration proceeding conducted under this section.

You agree, both individually and on behalf of all of your heirs, personal representatives, executors, estate trustees, successors and assigns, acknowledge and agree that notwithstanding any provision of law which provides for a longer limitation period, neither you nor your heirs, personal representatives, executors, estate trustees, successors and assigns will bring, commence, or maintain an action or claim of any kind, in connection with liability or obligation in connection with these Terms of Purchase, or otherwise, unless you bring it before the expiration of the earlier of: (i) one (1) year after the date of discovery of the facts resulting in such alleged liability or obligation, or if earlier, the date such facts should or could have been discovered with reasonable diligence; or (ii) eighteen (18) months after the date of the first act or omission giving rise to such alleged liability or obligation. Actions and claims brought or asserted after expiration of the applicable limitations period are barred.

- 20. Severability.** If any term of these Terms of Purchase is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.
- 21. Language.** The parties hereto have expressly requested that these Terms of Purchase and any ancillary documents be drafted in English. *Les parties aux présentes ont expressément requis que les présentes modalités d'achat et tout document y afférant soient rédigés en langue anglaise.*