

Spartan UK & Ireland

Date: 01/09/20

The following terms and conditions shall apply to your purchase of a Spartan Flexi Ticket ("Flexi Ticket Terms and Conditions"). By completing a purchase of a Spartan Flexi Ticket, you shall be deemed to have read, understood, and agreed to these Flexi Ticket Terms and Conditions and to have entered into a legally binding contract with Spartan Race UK Operations Limited (including its parents, subsidiaries, and affiliates, collectively "Spartan").

1. "Flexi Tickets" are available for Spartan Open, Age Group and Elite heats, and redeemable against any scheduled 2020 or 2021 race in the UK and Ireland ("Events"), excluding Honour Series waves, Honour Series Races, and any special events and races.
2. Each Flexi Ticket purchased will have a distinct redemption code that can be used for registering for the applicable Events ("Redemption Code").
3. Flexi Tickets are non-transferable and non-refundable, and Flexi Tickets cannot be exchanged for any credit or voucher.
4. If you are unable to attend the Event you have registered for with the Flexi Ticket Redemption Code, you will have the standard 30-day post-event period to transfer your registration to a new Event ("Deferral"), and you will be responsible for paying the standard deferral fee that applies to all Deferrals.
5. If the Event you have registered for using the Flexi Ticket Redemption Code is postponed or cancelled, you will be provided with a new redemption code that may be used to register for later scheduled 2020 or 2021 Event.
6. The name, email address and birth date associated with each Flexi Ticket must match the name, email address, and birth date associated with the Event registered for using the Flexi Ticket Redemption Code. Flexi Tickets cannot be used to purchase Event registrations for other people.
7. There is no limit on the number of Flexi Tickets that can be purchased by an individual.
8. The deadline to register for an Event using the Flexi Ticket Redemption Code is forty-five (45) days prior to the commencement of each such Event ("Redemption Deadline"). Flexi Ticket Redemption Codes will not be redeemable for any such Event after the Redemption Deadline.
9. Unused Flexi Ticket Redemption Codes will expire at the end of the 2021 Event season, and must be redeemed prior to the Redemption Deadline for the final 2021 Event ("Expiration Date"). Redemption Codes and pre-registered events are not transferable to 2022.
10. If a Flexi Ticket Redemption Code is unused prior to the Expiration Date, Spartan will not issue a refund, nor will Spartan issue a credit or voucher for any value.
11. Flexi Tickets cannot be used in conjunction with any other offer and/or discounts code.
12. Spartan's Term of Purchase shall additionally apply to all purchases of a Flexi Ticket. To the extent that there is a conflict between these Flexi Ticket Terms and Conditions and those term and conditions in Spartan's Terms of Purchase, these Flexi Ticket Terms and Conditions shall apply.

Spartan Race UK and Ireland Terms of Purchase

These terms (the "Terms of Purchase") are designed to ensure your satisfaction and understanding of the purchase process for events operated by Spartan Race UK Operations Limited (including its parents, subsidiaries and affiliates, collectively, "Spartan", "we", "us"), including all Spartan events operated in the United Kingdom and Ireland (collectively, the "Events"). If you have any questions, please contact us at cs@uk.spartan.com. Your purchases on any site used to register for a Spartan Event (collectively, the "Sites") are subject to these Terms of 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 child under the age of 18 or an incapacitated adult, you represent and warrant that you are the parent or legal guardian of that party and have the legal authority and capacity to enter into these Terms of Purchase on that child'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 that 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 liability, claim, demand, cause of action, damage, loss, or expense (including court costs and reasonable attorneys' fees) of any kind or nature (each, a "Claim" and collectively "Claims"), 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.** Spartan accepts American Express, Visa, MasterCard, Google Pay and Apple Pay for registration to its Events.
- 3. Whom You Are Buying From.** TicketSocket, Inc. ("TicketSocket") acts as the agent to Spartan in connection with the registration process for the Events. When you purchase an Event Registration or for a pass covering registration fees for one or more Events, TicketSocket will process the transaction and collect payment.
- 4. Pricing and Availability.** Events have a limited capacity, therefore Event Registration for popular Events may sell out quickly. Event 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 registration fees at any time.
- 5. Fees and VAT.** Spartan may charge a processing fee in connection with your registration for an Event ("Processing Fee"). Spartan may change such fees at any time without notice prior to your purchase. All registration Event entry fees, including any Processing Fees, are inclusive of VAT at the rate of 20%

VAT. If a registration is accepted, the Processing Fee is non-refundable unless otherwise stated in these terms and conditions.

6. Cancelled and Rescheduled Events; Timing of Events.

- a. You bear all risks of inclement weather. You understand and agree that Spartan reserves the right to cancel the Event because of circumstances beyond the reasonable control of Spartan including, without limitation, adverse weather (including, but not limited to, heat, tornadoes, earthquakes, fires, storms, lightning and floods), accidents, acts of war or terrorism, military conflicts or riots, epidemics, pandemics, global health crises, strikes, the death of a leading member of the British Royal Family, low entry numbers, and any legislation, regulations, ruling or omission of any relevant government, court, competent national authority or governing body, on advice of any security or police force, health authority and/or local authority consent or approval (or withdrawal of such consent or approval) 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. If an Event is cancelled or postponed, 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 you are unable to transfer/defer your registration, Spartan may issue you a refund for the amount paid for the Event Registration less any Processing Fees. If a refund is issued, it will be issued using the same method of payment that was used to purchase the Event Registration.
- b. Spartan reserves the right to alter the start time of the Event. In the event of a change of start time you will be notified of the revised start time with as much notice as reasonably practicable. No refund in full or in part shall be made for any change in start time for the Event, provided the Event takes place on the specified date of the Event.
- c. Spartan reserves the right to amend the Event format, including changing the course and the distance, at its sole discretion. If the Event format, course, or distance, is changed, you will not be entitled to any refund and there shall be no further liability whatsoever arising from such change of format, course, or distance.
- d. Spartan reserves the right to change the date of the Event. In the event of such change of date of the Event, and if you are unable to attend on the revised date, you have 30 days to inform Spartan in writing from when the change in date is announced to receive a free deferral of your Event Registration into another Event in the same calendar year. If you are unable to transfer/defer your registration, Spartan may issue you a refund for the amount paid for the Event Registration less any Processing Fees. If a refund is issued, it will be issued using the same method of payment that was used to purchase the Event Registration.
- e. Under no circumstances will Spartan be liable for travel or any other expenses that you or anyone else incurs in connection with a cancelled or postponed Event, or any deferral.
- f. This Section 6 is not applicable to participants registered to participate in an Event on behalf of an official event Charity ("Charity Participants"). All cancellations, refunds, deferrals, or withdrawals by Charity Participants must be taken up directly with their designated Charity. No refunds shall be made directly to any individual Charity Participant by Spartan in any circumstances.

7. Refunds and Transfers.

- a. Before purchasing an Event Registration, you should carefully review your purchase. Sales are final and purchases are not refundable except as expressly set out in these Terms of Purchase.
- b. Without limiting your rights under law, 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 (for example by seeking, without good reason, a "chargeback" from the bank or credit card company that issued the card you used to purchase an Event registration from the Site).
- c. Event Registrations are personal and cannot be transferred to another person unless we expressly agree (at our absolute discretion).
- d. 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 following process: If you purchased the Single Event entry option (entry to one Event only) more than 30 days prior to the Event date, you may defer your Event Registration to another Event in the same calendar year only (or if the Event you registered for is the final Event of the calendar year, an Event in following calendar year), subject to payment of a £20 processing fee. You may defer your entry up to 30 days prior to the Event date for which you are registered. Notice of the deferral request must be communicated by email to cs@uk.spartan.com, stating clearly the desire to defer the entry and putting the word DEFERRAL in subject line of the email. Deferrals will not be accepted online. Deferrals are not available to anyone who has purchased Trifecta or Season passes.
- e. This Section 7 is not applicable to participants registered to participate in an Event on behalf of an official event Charity ("Charity Participants"). All cancellations, refunds, deferrals, or withdrawals by Charity Participants must be taken up directly with their designated Charity. No refunds shall be made directly to any individual Charity Participant by Spartan in any circumstances.

- 8. 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 (in which case you will not be charged).

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 (cs@uk.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 technical faults or any losses (monetary or otherwise) if you assume that an order was not placed because you failed to receive confirmation.

- 9. Assumption of Risk and Consent to Medical Care.** The Event involves inherent risks and dangers to participants and observers and, accordingly, you participate or observe at your own risk. Spartan does not conduct health or fitness checks on Event entrants or participants. Events are often held in remote areas or on rugged terrain, and under varying weather conditions. Spartan is committed to providing a safe and enjoyable Event experience for participants and spectators; however, injury can occur. Stay

alert at all times before, during and after the Event. If injured, immediately ask a Spartan staff member to call for medical assistance or for directions to a medical station.

You represent and warrant that you (and any Registered Parties) are in good physical condition, are able to safely participate in the Event, and have no medical condition that would make your (or any Registered Parties') 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), including, but not limited to ambulance transport, hospital stays, physician, and pharmaceutical goods and services.

10. Liability

- a. Subject to Section 11(b) below, Spartan shall not be liable to you for any reason under or in relation to these Terms of Purchase, or an Event for any:
 - (i) loss of profit;
 - (ii) loss of reputation;
 - (iii) loss of data;
 - (iv) loss of business, revenue or goodwill;
 - (v) loss of anticipated savings;
 - (vi) pledges made on your behalf or by you to a charity;
 - (vii) your travel or other expenses incurred in relation to any cancelled or postponed Event;
 - (viii) any other indirect or consequential loss or damage,

in each case regardless of whether such loss or damage is reasonably foreseeable or is in the contemplation of parties.
- b. Without limiting the foregoing, Spartan will not be responsible for (i) the use or the inability to use the Sites, Spartan products or services; (ii) 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; (iii) your participation in any promotion or program coordinated by Spartan; (iv) personal injury (other than arising due to negligence by or on behalf of Spartan); (v) unauthorized access to or alteration of your transmissions or data; (vi) statements or conduct of any third party on the Spartan Sites; (vii) any other matter relating to the Sites, or Spartan products or services.
- c. You agree that, subject to Section 11(d) below, 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.
- d. Nothing in these Terms of Purchase shall be construed as limiting or excluding Spartan's liability for: death or personal injury resulting from negligence, fraud or fraudulent misrepresentation or

any other matter for which it would be illegal or unlawful to exclude or attempt to exclude liability. Your statutory rights as a consumer are not affected by these Terms of Purchase.

- 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. SPARTAN EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SPARTAN DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ON, OR PROVIDED IN CONNECTION WITH, THE SITES. 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 behaviour 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 behaviour, 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 and may also, at the discretion of Spartan, prohibit you from registering and/or attending future Spartan events. An Event registration is a revocable license and admission may be refused for any other reason upon refunding the face amount of the Event registration. An Event registration receipt is not redeemable for cash.
- 14. Collection And Use Of Data.** You on behalf of yourself, and, if applicable, your Registered Party(ies), agree and consent to Spartan collecting and using your personal information provided during registration for the Event for purposes in accordance with the Spartan Race Privacy Policy located at <https://www.spartan.com/en/about/privacy-policy>.
- 15. 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), irrevocably 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.

16. 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. You understand and agree that you are responsible for taking care of your own personal belongings during the Event and, 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.

17. 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. Promotional codes or passes may not be used for advertising, promotions, contests, or sweepstakes, unless formal written authorization is given by us.

18. Severability. If any provision of the Agreement is invalid or unenforceable, in whole or in part, the validity of the remainder such provision and these Terms of Purchase shall not be affected.

19. Dispute Resolution.

These Terms of Purchase shall be governed by English law, and the parties submit to the exclusive jurisdiction of the English courts.