

GENERAL TERMS AND CONDITIONS

Gorilla Corporation Sàrl, Rue des Bains 35, 1205 Genève, Suisse. Registre du commerce de Genève, CHE-230.858.595 VAT No. CHE 230.858.595. Conditions de ventes générales sur www.spartanrace.ch Updated 15.09.2023.

These general terms and conditions apply to all contractual relations between Gorilla Corporation Sàrl and the user.

Article 1: Purpose of the contract

The principal activity of Gorilla Corporation Sàrl consists of planning, organising and carrying out events, in particular the Spartan Race in Switzerland (under licence) and selling and providing services in these areas.

To this end, Gorilla Corporation Sàrl offers the sale of tickets for participation in Spartan Race events in Switzerland.

These general terms and conditions apply to the sale by Gorilla Corporation Sàrl of participation tickets, as well as registration fees for a Spartan Race event in Switzerland and other related services such as insurance, medal engraving, merchandising, travel, hotels and partner products. Additional services and products offered by Gorilla Corporation Sàrl are collectively referred to as services hereafter. These conditions also apply to purchases made on third-party platforms (e.g. www.ticketsocket.com).

Article 2: Prices

The prices of our products are indicated in Swiss francs and include all taxes (VAT and other taxes apply to the order), unless otherwise indicated and with the exception of service charges and credit card fees, the amounts will be added to the total amount of the order before payment. The additional service charge will be 9.5% based on the amount of the product, including VAT. The amount will be indicated before the payment stage.

Article 3: Ordering

You can only order via the Internet: www.spartanrace.ch and you will be redirected to the <http://ticketsocket.com> platform. Contractual information is presented in French and English and will be confirmed at the latest at the time of payment. Gorilla Corporation Sàrl reserves the right not to accept payment and not to confirm an order for any reason whatsoever, and in particular in the event of supply problems, or in the event of any difficulty concerning the order received. The user acknowledges and accepts that Gorilla Corporation Sàrl may change the sales platform at any time and without prior notice. In the event of a change of sales platform, the user hereby expressly agrees to the migration of its customer data to another platform. The selection

of the sales platform and the subsequent selection of another platform are at the sole discretion of Gorilla Corporation GmbH.

Article 4: Validation of your order and consent

Any order placed on the www.spartanrace.ch website implies acceptance of these Terms and Conditions. Any order confirmation implies total acceptance of these terms and conditions of sale without exception or reservation. All data provided and recorded confirmations are proof of the transaction. The user is made aware of the existence of these General Conditions and accepts them without reservation. An electronic signature will be requested to confirm the order and acceptance of the transactions. A summary of your order information and these General Terms and Conditions will be sent by e-mail when your order is confirmed.

Article 5: Payment

By validating the order, the user undertakes to pay the price indicated. Payment for your purchases is made by credit card via the TicketSocket registration platform and its secure payment system. The card is debited once your order has been confirmed. You will receive an order confirmation and a receipt confirming your order.

Article 6: Withdrawal / Refund

All orders are personal, firm and final, and cannot be reimbursed for any reason whatsoever. There is no right of withdrawal. The same applies to personalised products such as flocked t-shirts or personalised medals.

Gorilla Corporation Sàrl reserves the general right to postpone, cancel or modify events at its sole discretion. This right to postpone, cancel or modify the event applies in particular to - but is not limited to - situations involving adverse weather conditions (e.g. heat, rain or snowfall, hail, thunderstorms, storms and any other weather phenomena, possibly only local) or any other factor beyond the control of Gorilla Corporation Sàrl which may affect the welfare, health and/or safety of participants; in particular when epidemics or pandemics are identified by the World Health Organisation and/or national or local authorities (e.g. Covid-19). The purchase of an entry ticket for a Spartan Race event is generally non-refundable and non-transferable; including, but not limited to, in situations where Gorilla Corporation Sàrl decides to postpone, cancel or modify events at its sole discretion or where an event cannot be organised due to force majeure or due to official orders (e.g. natural disasters, pandemic or epidemic situations, any event bans, etc.).

Article 7: Postponement/cancellation of an event

Gorilla Corporation Sàrl may, at its sole discretion, offer non-mandatory options that allow the customer to defer their entry ticket to another person or event. The customer is aware and acknowledges that they have no legal right to a deferral. Gorilla Corporation Sàrl expressly

reserves the right not to defer for any reason whatsoever. The postponement procedure will be set out on the www.spartanrace.ch website together with the conditions and costs of postponement. Gorilla Corporation Sàrl reserves the right to define and/or update the conditions and costs of postponements at any time. These terms and conditions also apply to the booking of a deferral. In the event of the transfer of a ticket to another person, Gorilla Corporation must authorise this in advance and the second purchaser must adhere to all contractual terms and conditions, including these terms and conditions. A supplement fee will be charged to the purchaser to cover the cost of transferring the ticket. The original purchaser remains jointly and severally liable with the new purchaser for payment obligations to Gorilla Corporation Sàrl. In all cases, Gorilla Corporation Sàrl reserves the right to refuse the person who receives a ticket transferred under deferral without giving reasons and without compensation to the first purchaser.

Article 8: Liability and image rights

By confirming your order, you confirm that you are aware of the risks and exceptional circumstances associated with participation in such a sporting event. You are solely responsible for ensuring that participation in an event is compatible with your state of health and Gorilla Corporation Sàrl accepts no liability in this regard.

By validating an order placed on the www.spartan.ch website, respectively via the www.ticketsocket.ch platform or any other sales platform, you also agree:

- the use of your image on various media, such as photography, videos, motion pictures, recordings or any other recording of activities forming part of the events, publication on the website. This consent is given without time limit and without compensation of any kind.
- to authorise, without compensation of any kind whatsoever, the publication of a film, video and recording of your performance in relation to the event and the subsequent broadcast and use of the same free of charge. You acknowledge that Gorilla Corporation Sàrl has the right to use, reuse, publish, republish, broadcast and distribute all parts of the event in which you may appear such as radio, network, cable and local television programmes and in all printed materials and in any other format or media (including electronic media) now known or later developed in perpetuity and without compensation. In consideration of and in exchange for permission to attend the event, you agree not to take any action to remove any images or data published in connection therewith.
- By entering the race, you agree to abide by all event rules available on the site. You will receive a timing chip for the race, and you acknowledge that you must wear this as indicated in the disqualification section. You are aware that you must return the timing chip to the organisers after the race. In the event that you are unable to return this timing chip, the organiser has the right to charge you the price of this chip.

Article 9: Liability

The Waiver signed by the customer/buyer when purchasing the ticket forms an integral part of these general terms and conditions.

Article 10 - Personal data

10.1. In the context of the sale of tickets and other services operated under licence from Spartan Race Inc. the company Gorilla Corporation Inc. acts as a sub-contractor of Spartan Race Inc.

The user is made aware of the fact that by using the www.spartanrace.ch website and the www.ticketsocket.com platform or any other platform used, data is collected by Spartan Race Inc. and the user expressly consents to the transmission of this data to Gorilla Corporation Sàrl and to the commercial partners of Gorilla Corporation Sàrl.

In particular, the following data are communicated

- Username ;
- Surname and first name ;
- Postal address and e-mail address;
- Race registration and results;
- Price paid;
- Type of quote and number of orders.

When data is transmitted and communicated via external platforms, such as the www.ticketsocket.com platform, the general terms and conditions, terms of use, privacy statements and other provisions of the respective providers and operators of the respective platforms apply.

10.2. Gorilla Corporation reserves the right to collect information and personal data, in particular data received in the context of commercial relations with customers, interested parties and subscribers as well as by partners of Gorilla Corporation Sàrl, as well as data collected in the context of ticket sales and the organisation of sporting events such as the Spartan Race.

10.3 Data collected

The following data required to participate in a sporting event, to manage orders and to improve the services and information sent to the user are collected and processed:

- User data: name, date of birth, address, e-mail address, telephone number, as well as data relating to the use of the website and/or the platform (e.g. anonymised IP address, MAC address of smartphone or computer, data concerning your device and your settings, type of browser, operating system used, cookies, date, time and duration of session, pages and content consulted, functions used, sites linking to ours, data concerning your geographical location).
- User data in connection with registration, participation and implementation of the respective event (event data) such as the particular events a person has registered for, time measurement data and results (including ranking), race status, links to third-party photos and videos, age and performance classes, race number, emergency contacts, licence information, event-specific data (e.g. team at event, clothing size for T-shirts, etc.), currency used for event fees, etc.), currency used for participation fees;
- Any data from previous years, if the user has taken part in this event before (taken from the event data);
- Data relating to newsletters and advertising offers from third parties such as, in particular, opt-ins and opt-outs relating to the organiser's newsletters as well as opt-ins and opt-outs for advertising offers from third parties and other services;
- Data in connection with the ordering and processing of additional services, applications and other channels of Gorilla Corporation Sàrl and third parties,
- Communication data, such as records of correspondence and communication with Gorilla Corporation Sàrl, requests for quotations, etc.

10.4 Use of data

The data collected will be used in accordance with the principle of the purpose of the processing, i.e. participation in sporting events and the sale of products. Gorilla Corporation Sàrl has the right to use this data for marketing purposes but not to present it publicly or give it to other parties except in the context of the execution of the event.

The user expressly consents to the transmission of this data to external partner companies that contribute to this relationship, such as those responsible for the execution of services and orders for their management, execution, processing and payment.

The user is also expressly made aware that the data collected via the user platform is the property of Spartan Race Inc. and consents to the transmission and use of this data to Gorilla Corporation Sàrl.

10.5. Data security and storage

This information and data is processed and stored for as long as is necessary to comply with our legal and contractual obligations, with regard to the purpose of the processing or if required by a legitimate business interest (e.g. for evidence and documentation purposes). As soon as your personal data is no longer required for the above-mentioned purposes, it will, as far as possible, be deleted or made anonymous.

10.6 Right of access and rectification

In accordance with the Federal Data Protection Act, users have the right to access, rectify and object to information and personal data concerning them, directly on the site. Requests for access or rectification should be sent via the www.spartanrace.ch website to the data controller, Spartan Race Inc. In principle, information will be provided within 30 days.

If the processing of personal data is based on consent, consent may be revoked by the data subject at any time.

Article 11: Intellectual property

All elements of the www.spartanrace.ch website are and remain the exclusive intellectual property of Gorilla Corporation Sàrl. No one is authorised to reproduce, use, publish or use for any purpose whatsoever, even partially, elements of the site, whether software, visual or sound. A single link or hypertext link is strictly prohibited without the express written consent of Gorilla Corporation Sàrl.

Article 12: Archiving of evidence

The company Gorilla Corporation Sàrl must archive order forms and invoices on a reliable and durable medium as a true copy. These documents shall be kept for a minimum of 10 years after the end of the financial year. All parties will consider the records of Gorilla Corporation Sàrl as proof of communications, orders, payments and transactions between the parties.

Article 13: Insurance

Spartan Race is a risky event (see also article 8 of the Waiver), you must be insured in the best possible way. As Spartan Race does not belong to any sports federation, sports licences are not valid for individual insurance purposes during our events. We offer individual accident insurance and medical transfer insurance to ensure that you are covered for any accidents that are not the responsibility of the organiser. This is not compulsory, but it is your personal responsibility to check that you have all requested insurance in place with your personal private insurers regarding individual accident or medical transfer cover for this type of event. The organiser has not been asked to provide a financial link to these matters. This insurance is available during the registration process and is non-transferable and non-refundable.

Article 14 : Rules

Spartan Race as a sporting event has rules that apply during the race. By participating in this event, you acknowledge that you have read and accepted the rules that govern your behaviour and participation in this event. The rules are available during the registration process, on the website and sent by email before each race.

Article 15: Interpretation, place of jurisdiction and applicable law

These conditions and other contractual information are available in English and French. In the event of any inconsistency between the French and English versions, the French version shall prevail.

The contractual relationship between the parties is governed solely by Swiss law.

The place of jurisdiction is the company's registered office in Geneva.