

# 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 **ch.spartan.com**. Updated **02.02.2026**.

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

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## 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 and DEKA events** 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 and DEKA 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 or DEKA 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](http://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: **ch.spartan.com** 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 **ch.spartan.com** 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. Covi1d-19). The purchase of an entry ticket for a Spartan Race or DEKA 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 **ch.spartan.com** 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 **ch.spartan.com** website, respectively via the [www.ticketsocket.ch](http://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 or functional fitness event**, you agree to abide by all event rules available on the site. You will receive a timing chip **or tracking device** for the race **or event**, 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 **or event**. 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. (**including DEKA brands**), 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 **ch.spartan.com** website and the [www.ticketsocket.com](http://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.

**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 **Spartan Race and DEKA**.

**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, DOB, contact info), device/session data, and Event data (registration details, timing/results, ranking, race status, emergency contacts, clothing size, etc.).

**10.4 Use of data:** The data collected will be used for the execution of the event and marketing purposes. 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 and its partners.

**10.5. Data security and storage:** Data is processed and stored as long as necessary to comply with legal/contractual obligations.

**10.6 Right of access and rectification:** Users have the right to access, rectify and object to information concerning them via the **ch.spartan.com** website.

## **Article 11: Intellectual property**

All elements of the **ch.spartan.com** websites are and remain the exclusive intellectual property 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 for a minimum of 10 years.

## **Article 13: Insurance**

**Spartan Race and DEKA** are risky events (see also article 8 of the Waiver), you must be insured in the best possible way. As **Spartan Race and DEKA** do 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 insurance is available during the registration process and is non-transferable and non-refundable.

#### **Article 14: Rules**

**Spartan Race and DEKA**, as sporting events, have specific rules and performance standards that apply during the event. By participating, you acknowledge that you have read and accepted the rules that govern your behaviour and participation.

#### **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.