

Terms of Purchase DEKA Arena Events – Philippines

These terms (the “Terms of Purchase”) are designed to ensure your satisfaction and understanding of the purchase process for mass-participation DEKA arena events, specifically “DEKA Fit”, “DEKA Strong”, “DEKA Mile” and “DEKA Atlas” events operated in the Philippines (each, an “Event” and collectively, the “Events”). For these Events, the organizer and merchant of record is Obstacle Course Camp, Inc. (“Event Operator”).

The Event Operator organizes and operates the Events as the licensed franchise operator of DEKA in the Philippines, pursuant to an agreement with Spartan Race, Inc., the ultimate owner of the DEKA intellectual property and brand (collectively, “Spartan”).

References in these Terms of Purchase to “we”, “us”, or “our” refer to Obstacle Course Camp, Inc. If you have any questions, please contact info@spartanrace.ph.

- 1. Authority to Register and/or to Act as Agent.** Your purchases on any site used to register for a DEKA Event (collectively, the “Sites”) are subject to these Terms of Purchase. You acknowledge that the Sites are owned and operated by Spartan. However, while Spartan provides the digital platform registration infrastructure and certain customer service representation on behalf of the Event Operator, the Event Operator is the Merchant of Record and the party responsible for the operation and execution of the Event. Accordingly, your contract for purchase is exclusively with the Event Operator.

The Event Operator and Spartan are independent contractors. Nothing in these Terms of Purchase shall be construed as creating a partnership, joint venture, or agency relationship between them. Neither party has the authority to bind the other, and neither party is liable for the acts or omissions of the other.

You represent and warrant to the Spartan Partners (defined below) 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”). This includes full authority to make use of the credit or debit card, or designated payment method, to which fees related to Event Registration purchases will be charged.

As used in these Terms of Purchase:

- (a) “Spartan Partners” means and includes the Event Operator, Spartan, and each of their respective parents, subsidiaries, and affiliated entities, and each of their respective officers, employees, contractors, subcontractors, agents, representatives, successors and assigns;
- (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 an Event Registration purchase, 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), 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”). This applies 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 a Spartan Partner, you agree to defend, indemnify, and hold the relevant Spartan Partner harmless from such claim.

Here is the fully updated and localized draft for your DEKA Arena mass events in the Philippines. I have removed the localized "affiliate" language, clarified Obstacle Course Camp, Inc.'s role as the franchise operator, corrected the previously clunky corporate entity definition, and formatted the document for clarity and scannability.

2. Payment Methods and Platform

- **Accepted Payment Methods:** Event Operator accepts payment by QR payments, major credit and debit cards (Visa, MasterCard, and JCB).
- **Registration Platform and Processing:** Ticketsocket, Inc. ("TicketSocket") acts as the agent to Event Operator in connection with the registration process for the Events, facilitating the intake of your information and the processing of your payment through the designated payment processors. TicketSocket processes your information in accordance with its privacy policy. Stripe, Inc. ("Stripe") acts as our payment processor, and processes your information in accordance with its privacy policy. You acknowledge that while Spartan provides the platform, your financial transaction is with the Event Operator.
- **Merchant of Record:** For all purchases, the Event Operator is the Merchant of Record. The Event Operator is the legal entity responsible for processing your payment and assuming financial liability for the transaction.

3. Fees, Pricing and Availability

Event Operator 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 processing fee, service fee, and facility fee in connection with your registration for an Event (collectively "Processing Fee") related to use of the registration platform; and
- (c) any applicable taxes, including VAT (collectively, the "Total Event Fees").

For events in the Philippines, VAT is charged at the rate of **12%** (such rate subject to change pursuant to applicable law).

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, Event heat type (e.g., Age Group, Team, Ruck, or other), venue requirements and/or regulations. All fees (including but not limited to Event Registration Fees and Processing Fees) may change at any time without notice. Where we do charge Processing Fees, these will be clearly identified prior to checkout. Processing Fees are non-refundable. Event date and time are subject to change.

4. Canceled and Rescheduled Events You bear all risks of inclement weather or any other force majeure event. You understand and agree that Spartan reserves the right to cancel the Event because of circumstances beyond the reasonable control of Spartan. This includes, without limitation, adverse weather (including, but not limited to, typhoons, severe monsoon flooding (habagat), volcanic eruptions), accidents, acts of war or terrorism, military conflicts or riots, epidemics, pandemics, global health crises, strikes, low entry numbers, and any legislation, regulations, ruling or omission of any relevant government, court, competent national authority or governing body. Cancellation may also occur 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 any other cause beyond the reasonable control of the Event Operator that would negatively affect 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 at their discretion 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.

Event Operator reserves the right to: (i) alter the start time of the Event; (ii) change the date of the Event; and/or (iii) amend the Event format (e.g., changing the distance, the types of zones). In the event of a change of start time or date, 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 of the foregoing changes to the Event.

Under no circumstances will Event Operator (or any other Spartan Partner) be liable for travel or any other expenses that you or anyone else incurs in connection with a cancelled or postponed Event, or any transfer or deferral.

5. Refunds, Transfers, and Changes to Registration Before purchasing an Event Registration, carefully review your purchase and these Terms of Purchase. **EVENT OPERATOR DOES NOT OFFER REFUNDS OF EVENT REGISTRATION FEES OR TRANSFERS TO OTHER EVENTS 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 Event Operator 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 Event Operator may, in our sole discretion, refuse to honor pending and future Event Registration purchases made from all credit card accounts or online accounts on which such chargebacks have been made. We 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.

If a refund is exceptionally issued, it will be issued using the same method of payment that was used to purchase the Event Registration. If you want to change your start time, or if you want to transfer your Event Registration to another person, please see the DEKA FAQs to learn how; please note that you will be responsible for any price difference that may apply when completing a change to your Event Registration. For more information, please refer to the relevant DEKA FAQs, or reach out to customer service at info@spartanrace.ph.

6. Billing Information Verification and Order Confirmation Event Registration purchases are subject to credit card approval, and are processed only after a billing address, and other billing information, has been verified. Occasionally, Event Operator receives incorrect billing or credit card account information for an Event Registration purchase that can delay processing and delivery. In these cases, a customer service or registration services representative 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, Event Operator 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 customer service (info@spartanrace.ph) whether or not your order has been placed. Only you may be aware of any problems that may occur during the purchase process. Event Operator will not be responsible for losses (monetary or otherwise) if you assume that an order was not placed because you failed to receive confirmation.

7. Assumption of Risk and Consent to Medical Care NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, YOU ACKNOWLEDGE THAT YOU ARE VOLUNTARILY PARTICIPATING IN THE EVENT WITH KNOWLEDGE OF THE INHERENT RISKS AND DANGERS, INCLUDING BUT NOT LIMITED TO RISKS OF SERIOUS INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE INVOLVED, AND THAT PARTICIPATION IN THE EVENT IS AT YOUR SOLE RISK.

Event Operator does not conduct health or fitness checks on Event entrants or participants. Event Operator is committed to providing a safe and enjoyable Event experience for participants and spectators; however, injury can occur. Always stay alert before, during and after the Event. If injured, immediately ask an Event staff member to call for medical assistance or for directions to a medical station.

You represent and warrant that you (and any Registered Party) 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 Party's) participation in the Event more hazardous. Inclusive in the foregoing representation and warrant, you further acknowledge that you (and any Registered Party) bear the sole risk of any changes to your (or any Registered Party's) physical condition or health that occur between registration and the Event.

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. This

includes, but is not limited to, matters that result from or are compounded by the actions, omissions, or negligence of the Event Operator, or the negligent emergency response or rescue operations of the applicable medical service provider or the Event Operator.

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. 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 ("Participation Waiver"). In the event of a conflict between these Terms of Purchase and any Participation Waiver executed by you, the terms of any such Participation Waiver shall control.

8. Release and Waiver of Liability; No Cross Liability YOU HEREBY WAIVE, RELEASE, COVENANT NOT TO SUE AND FOREVER DISCHARGE EVENT OPERATOR, OBSTACLE COURSE CAMP, INC., SPARTAN RACE, INC., AND THE SPARTAN PARTNERS FROM ALL CLAIMS ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR REGISTRATION.

SPARTAN AND THE EVENT OPERATOR ARE INDEPENDENT CONTRACTING PARTIES AND INDEPENDENT BUSINESSES. YOU ACKNOWLEDGE AND AGREE THAT SPARTAN AND THE EVENT OPERATOR ARE NOT RELATED, ARE NOT AGENTS OF ONE ANOTHER, AND THAT NEITHER PARTY SHALL BE RESPONSIBLE OR LIABLE FOR THE ACTS, OMISSIONS, NEGLIGENCE, OR BREACHES OF THE OTHER PARTY.

9. Liability Limitation NEITHER EVENT OPERATOR, OBSTACLE COURSE CAMP, INC., SPARTAN RACE, INC., NOR THE SPARTAN PARTNERS SHALL BE LIABLE TO YOU 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 EVENT OPERATOR, OBSTACLE COURSE CAMP, INC., SPARTAN RACE, INC., AND/OR THE SPARTAN PARTNERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES).

WITHOUT LIMITING THE FOREGOING, NEITHER EVENT OPERATOR, OBSTACLE COURSE CAMP, INC., SPARTAN RACE, INC., NOR THE SPARTAN PARTNERS WILL BE RESPONSIBLE FOR:

- (A) THE USE OR THE INABILITY TO USE THE SITES, 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 THE EVENT OPERATOR, OBSTACLE COURSE CAMP, INC., SPARTAN RACE, INC., OR THE SPARTAN PARTNERS;
- (D) PERSONAL INJURY;
- (E) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA;
- (F) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITES;
- (G) ANY OTHER MATTER RELATING TO THE SITES, OR PRODUCTS OR SERVICES.

YOU AGREE THAT THE EVENT OPERATOR, OBSTACLE COURSE CAMP, INC., SPARTAN RACE, INC., AND THE SPARTAN PARTNERS' MAXIMUM LIABILITY TO YOU, FOR ANY REASON OR CAUSE WHATSOEVER, SHALL NOT EXCEED THE TOTAL AMOUNT OF MONIES RECEIVED FROM YOU.

10. Exclusions

NOTWITHSTANDING THE FOREGOING, NOTHING IN THESE TERMS OF PURCHASE SHALL BE CONSTRUED AS LIMITING OR EXCLUDING LIABILITY FOR:

- (I) DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE;
- (II) FRAUD OR FRAUDULENT MISREPRESENTATION; OR
- (III) 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 THE EVENT OPERATOR, OBSTACLE COURSE CAMP, INC., SPARTAN RACE, INC., AND THE SPARTAN PARTNERS FROM ALL CLAIMS ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THE SITE, OR ANY VIOLATION BY YOU OF ANY TERM OF THESE TERMS OF PURCHASE.

12. Disclaimer of Warranties YOU EXPRESSLY AGREE THAT USE OF THE EVENT OPERATOR'S, OBSTACLE COURSE CAMP, INC., SPARTAN RACE, INC.'S, AND/OR THE SPARTAN PARTNERS' SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NEITHER EVENT OPERATOR, OBSTACLE COURSE CAMP, INC., SPARTAN RACE, INC., NOR THE SPARTAN PARTNERS MAKE ANY WARRANTY THAT THE SITE'S SERVICES WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE. EVENT OPERATOR, OBSTACLE COURSE CAMP, INC., SPARTAN RACE, INC., AND THE SPARTAN PARTNERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. EVENT OPERATOR, OBSTACLE COURSE CAMP, INC., SPARTAN RACE, INC., AND THE SPARTAN PARTNERS DO NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ON, OR PROVIDED IN CONNECTION WITH, THE SITES. NEITHER EVENT OPERATOR, OBSTACLE COURSE CAMP, INC., SPARTAN RACE, INC., NOR THE SPARTAN PARTNERS ARE 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 Event Operator 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 Event Operator 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 Event Operator 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. Collection And Use Of Data You, on behalf of yourself, and, if applicable, your Registered Party(ies), agree and consent to both Event Operator and Spartan collecting and using your personal information provided during your registration for the Event, for purposes in accordance with the Spartan Privacy Policy. This information will be shared with the Event Operator for the purpose of providing you the services and products you purchased, as well as for other purposes you otherwise provide to Spartan or Event Operator pursuant to your consent. You further understand, agree, and acknowledge that your personal identifiable information will be processed, stored, and transferred to the United States of America in accordance with the Philippine Data Privacy Act of 2012 (Republic Act No. 10173).

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 the Event Operator and Spartan (including their respective third-party service providers, if any) 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. 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 Event Operator and Spartan to film, videotape and record your (or your Registered Party(ies)) performance in the Event and subsequently to telecast, sell, distribute and otherwise utilize the same in whatever manner the Event Operator or Spartan shall deem appropriate, respectively. Such permission shall include granting the unlimited and irrevocable rights to the Event Operator and 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 each the Event Operator and 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 Event Operator, 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 Registrations or promotional codes are grounds for seizure and cancellation without compensation. You are responsible for complying with all applicable ticket resale laws. In addition, Event Operator reserves the right to restrict or deny Event Registration privileges to anyone that Event Operator determine to be, or has been, in violation of our policies. Promotional codes may not be used for advertising, promotions, contests, or sweepstakes, unless formal written authorization is given by us.

18. DEKA Intellectual Property Rights Spartan Race, Inc. is the sole owner of the trademark "DEKA" (and any derivatives thereof), and all related intellectual property rights relating to the DEKA brand, including but not limited to any brand logos, guides, documents created by Spartan, as well as images, audio-visual recordings produced at the Event, or by any authorized third party (together "DEKA IP"). Nothing contained in these Terms of Purchase (or other similar or related Spartan terms) should be construed as granting you, by implication, estoppel or otherwise, any license or right to use any DEKA IP without the express written permission of Spartan. You may not use or reproduce the DEKA name or logo in any manner that implies a partnership, sponsorship, endorsement, or affiliation with Spartan or the DEKA brand without the express written consent of Spartan.

19. Governing Law These Terms of Purchase, and any dispute with respect thereto, is governed by the laws of the Republic of the Philippines. The parties agree that the exclusive venue for any dispute arising under or in connection with this contract shall be the proper courts of Angeles City, Pampanga, to the exclusion of all other courts and venues. This Agreement does not create any *stipulation pour autrui* (a stipulation in favor of a third person) or any rights enforceable by third parties under the Civil Code of the Philippines.

20. Severability, Entire Agreement, and Modifications 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.

These Terms of Purchase between us constitutes the entire agreement between the parties and no party shall have any claim or remedy in respect of any statement, representation, warranty or undertaking, made by or on behalf of any other party in relation to our contract which is not already set out in these Terms of Purchase.

Event Operator and Spartan reserve the right to update or modify these Terms of Purchase at any time in their sole discretion. Any such modifications will be effective immediately upon being posted to the Sites. Your continued use of the Sites or purchase of an Event Registration following the posting of any changes constitutes your acknowledgment and acceptance of the revised terms.