

TERMS AND CONDITIONS

Xchange Sport & Event AG with capital of 50,000 euros.
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Register of Commerce and Companies of Liechtenstein.
No. FL-0002.576.962-1 | VAT No. CHE 208.056.407

General conditions of sales on www.spartanrace.fr
Date last updated on 26.08.2020.

Article 1: Purpose

The present conditions govern the sale by the company Xchange Sport & Event AG for the registration fee for a Spartan Race event in Western Europe and other related services such as race insurance, medal engraving, merchandising, travel, hotels or partner products. These general terms and conditions are also applicable if purchases are made via third party platforms (e. g. www.maxfunsports.com).

Article 2: Price

The prices of our products are indicated in Euros including all taxes (VAT and other taxes applicable on the date of the order), unless otherwise indicated and except for service fees, banking and card fees. These fees are calculated based on the total amount of the purchase including VAT. The amounts for these fees will be added to the total amount of the order before payment.

Article 3: Orders

The customer can order only by Internet: www.spartanrace.fr redirecting on selling platform www.maxfunsports.com. Contractual information is presented in French or English and will be confirmed at the latest at the time of checkout (without prejudice to the provisions of Article 14). The company Xchange Sport & Event AG reserves the right not to accept payment, and not to confirm an order for any reason whatsoever, and particularly in the event of supply problems, or in case of difficulty concerning the order received. The customer acknowledges and agrees that Xchange Sport & Event AG may change the sales platform at any time and without notification of the customer. In case of a change of the sales platform, the customer hereby gives his/her consent to the migration of his customer data to another platform. The selection of the sales platform as well as the subsequent selection of another platform is at the sole discretion of Xchange Sport & Event AG.

Article 4: Validation of order

Any order appearing on the website www.spartanrace.fr implies acceptance of these Terms and Conditions. Any confirmation of order implies the customer's full acceptance of these terms of sale without exception or reservation. All data provided, and recorded confirmations have the force of proof of the transaction. The customer declares to have comprehensive knowledge of the terms and conditions. The order confirmation has the force of signing and acceptance of transactions. A summary of the order information will be sent via e-mail on confirmation of the order.

Article 5: Payment

The fact to validate of an order means the obligation to pay the quoted price. The payment method of purchases depends on the country. All Spartan races are conducted through the MaxFun registration platform (without prejudice to the provisions of Article 3). The payment is debited once the order is confirmed. The customer receives an order confirmation and a confirmation of the order. The unauthorised reversal of a payment to XChange Sport & Event AG or to one of its partners by the customer's bank for a confirmed order is not permitted. If a reversal of a payment is made without the consent of Xchange Sport & Event AG, a contractual penalty of 50% of the purchase price – in addition to the original purchase price – must be paid.

Article 6: Withdrawal

Xchange Sport & Event AG reserves a general right to postpone, cancel or modify events in its sole discretion. This right to postpone, cancel, or modify the event especially applies to – but is not limited to – situations where weather conditions are unfavourable (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 Xchange Sport & Event AG that might negatively affect the well-being, the health and/or safety of the 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 situations where Xchange Sport & Event AG decides to postpone, cancel or modify events in its sole discretion or an event cannot be held due to force majeure or due to official orders (e.g. natural disasters, pandemic or epidemic situations, any kind of official event bans, etc.).

In case of a cancellation or postponement (postponement shall be defined by changing the date of the Spartan Race event by more than 36 hours) of a Spartan Race event that is scheduled for the calendar year of 2021 (Date of the

Spartan Race event between 01.01.2021 and 31.12.2021), Xchange Sport & Event AG will provide the customer with a non-transferable voucher for a race entry ticket for another Spartan Race event. This voucher for a race entry ticket shall be redeemable by the customer for a Spartan Race event of the same format (the format shall be defined by the distance of the race and the participant category) in the same country in 2021, or for the 2022 edition of the cancelled event of 2021 in 2022.

Article 7: Eventual Deferrals

Xchange Sport & Event AG can offer at its sole discretion non-mandatory options that allow the customer to defer its entry ticket to another person or another event. The customer is aware and acknowledges that he/she has no legal claim to a deferral. Xchange Sport & Event AG explicitly reserves the right not to deferrals for any reason. The procedure for deferrals will be defined on the website www.spartanrace.fr as well as the terms and costs for deferrals. Xchange Sport & Event AG reserves the right to define and/or update terms and cost for deferrals any time. The present terms and conditions apply also for the booking of a deferral. In the event of transfer to another person, the first buyer undertakes to indemnify and hold harmless Xchange Sport & Event AG if the latter does not – for whatsoever reasons – agree/not legally effective agree to these Terms and Conditions or has not agreed/not legally effective agreed to the Waiver. The first buyer is liable to Xchange Sport & Event AG for the fact that the person who takes over the ticket fulfills his/her payment obligations to Xchange Sport & Event AG. In any case, Xchange Sport & Event AG reserves the right to refuse the person who receives an entry ticket transferred under a deferral without giving reasons and without compensation to the first buyer.

Article 8: Responsibilities and image rights

By confirming the order the customer state to fully understand the risks and exceptional circumstances relating to the participation in such a sporting event:

- The customer grants full permission to the Releases for the use of photographs, images, videos, photos of movement, recordings or any other record of activities forming part of the Events in any legitimate purpose, in perpetuity, and that there will be no compensation in return.
- The customer grants the free permission for publication of film, video and recording of the performance regarding the event and subsequently dissemination and use of the same media for free in the way that the Releases deem appropriate. This authorization shall include the unlimited right to charge the appropriate use by Released Parties of the customer name, nickname, image, voice, photo, facsimile signature and biographical information as part of the event. The customer acknowledges that Released Parties and their representatives have the unlimited right in the universe of copyright to use, reuse, publish, republish, diffuse and otherwise distribute all or part of the event where the customer may appear on radio, network, cable and local television programs and in all print materials and in any other format or media (including electronic media) now known or hereafter developed in perpetuity and without compensation. In return and in exchange for permission to attend the event, the customer undertakes and agree not to sue Releases for all current and future complaints regarding the customer's participation in the events, which can be made by the customer, her/his family, the heirs of the customer's estate, or assigns.
- By registering for the race, the customer agrees to comply with all the rules of the event that are available on the website. You will receive a timing chip for the race, and the customer acknowledges that the customer must wear this as shown under sanction of disqualification. You are aware that the customer must return the timing chip to the organizers after the race. In case the customer would not be able to return this timing chip, the customer realize that the organizer is entitled to charge the customer the price of it.

Article 9: Liability

The Waiver/Disclaimer signed by the customer/purchaser in the process of the ticket purchase is an integral part of these Terms and Conditions.

Article 10: Applicable law in case of disputes

These Terms and Conditions are subject to Liechtenstein Law. In case of dispute, the Liechtenstein courts will have jurisdiction. The parties may also assert claims before any other competent court.

Article 11: Intellectual Properties

All elements of the site www.spartanrace.fr are and remain the exclusive intellectual property of Xchange Sport & Event AG. No one is allowed to reproduce, use, repost, or use for any purpose whatsoever, even partially, elements of the site, whether software, visual or sound. Any single link or hyperlink is strictly prohibited without the express written consent of the company Xchange Sport & Event AG.

Article 12: Personal data

The company Xchange Sport & Event AG reserves the right to collect personal information and personal data. They are necessary to manage the customer's order and to improve services and information we send the customer. They can also be sent to companies that contribute to these relationships such as those responsible for the execution of

services and orders for their management, execution, processing and payment. This information and data are also stored for security purposes, to meet legal and regulatory obligations. According to the law, the customer has a right of access, rectification and opposition to personal information and personal data about the customer, directly on the website. Xchange Sport & Event AG complies with EU and French law on how we collect and secure data. Xchange Sport & Event AG have the right to use these data for marketing purposes, but not public ally presents them or give them to other parties other than for the execution of the event.

Article 13: Evidence Archiving

The company Xchange Sport & Event AG shall archive purchase orders and invoices on a reliable and durable support as a true copy. All parties will consider the records of the company Xchange Sport & Event AG as proof of communications, orders, payments and transactions between the parties.

Article 14: Insurances

Spartan Race is a risky event (see also Waiver as mentioned in Article 8). You must be insured in the best possible way. As Spartan Race does not belong to any sport federation, sport licenses are not valid for individual insurance purpose during our events. We are proposing the customer an individual accident insurance and medical transfer insurance in order for the customer to be sure to be insured for any accident that will not fall into the organizer responsibility. This is not mandatory, but it is on the customer's personal responsibility to check that the customer have all requested insurances in place with the customer personal private insurances regarding individual accident purpose or medical transfer purpose for this kind of events. The organizer could not be asked for any financial fee link to those issues. This insurance is accessible during the registration process and it is non-transferable and non-refundable.

Article 15: Regulations

Spartan Race as a sport event has regulations that apply during the race. By participating in this event, the customer acknowledges to have read and accepted those regulations that are enforcing the customer's behaviour and participation to this event. Regulations are accessible during the registration process, on the website and sent to the customer via email prior to each race.

Article 16: Interpretation

The present terms as well as other contractual information are available both in French and English. In any case of inconsistencies, between the French and English version, the French version shall prevail.