

Spartan Terms of Purchase

These terms (the “Terms of Purchase”) are designed to ensure your satisfaction and understanding of the purchase process for: (i) events operated by Spartan Race, Inc. (“Spartan”, “we”, “us”), including all Spartan events operated in the United States of America (including its territories, the “U.S.”) and Canada, Agoge events operated anywhere in the world, and the Spartan World Championship event operated anywhere in the world (each, an “Event” and collectively, the “Events”), and (ii) all Spartan annual season passes (including the Spartan Season Pass, Spartan Trifecta Pass, Spartan Kids Pass, and Spartan Trail Pass) (collectively the “Annual Pass(es)”). If you have any questions, please contact us at us@spartan.com. Your purchases on any site used to register for a Spartan Event, or purchase an Annual Pass (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 or Annual Pass purchase 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 or an Annual Pass 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) 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 and Platform.** Spartan accepts American Express, Visa, MasterCard, Google Pay, Apple Pay, and Sezzle for registration to its Events and purchase of Annual Passes. Ticketsocket, Inc. (“TicketSocket”) acts as the agent to Spartan in connection with the registration process for the Events, and Ticket Socket processes your information in accordance with its [privacy policy](#). Stripe, Inc. (“Stripe”) acts as our payment processor; and Stripe processes your information in accordance with its [privacy policy](#).
- 3. Fees, Pricing and Availability.**

Event Registration Fees: Spartan 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) an Administrative, Insurance, and Management Fee, which covers a number of different costs involved in Events, including administrative and management costs, insurance costs and expenses for related risk management and safety measures. (This fee is not a direct pass-through of third-party costs to the you and may include revenues to Spartan) (the “Mandatory Administrative Fee”), c) a fee covering parking and/or shuttle services, event cancellation coverage, merchandise discount and/or bag check services (the “Mandatory Service Bundle Fee”), (d) a processing fee related to use of the TicketSocket registration platform, and (e) any applicable taxes (collectively, the “Total Event Fees”). Spartan may change any fees included in the Total Event Fees for an Event at any time prior to a Participant’s purchase without notice. 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, race heat type (e.g., Elite, Open, Age Group or other), venue

requirements and/or regulations. Spartan may change such Event Registration Fees at any time without notice. Event date and time are subject to change.

Annual Pass Fee: Spartan may charge the following fees related to your purchase of an Annual Pass: a) an Annual Pass fee as the purchase price of the relevant pass, (b) a processing fee related to use of the TicketSocket registration platform, and (c) any applicable taxes (collectively, the “Annual Pass Fees”). Spartan may change such Annual Pass Fees at any time without notice.

4. **Annual Pass; Recurring Payments.** Notwithstanding anything to the contrary herein, the following terms and conditions shall only apply to your purchase of a Spartan Annual Pass (“Pass Terms and Conditions”). Your purchase of an Annual Pass provides you the opportunity to register for and participate in multiple Events during a given Event season, as well as access to other Annual Pass specific benefits, collectively for one annual price. Use of the Annual Pass shall only apply to the Events and Event season applicable to the type of Annual Pass you purchased (i.e., Season Pass vs. Trifecta Pass). You are responsible for understanding the applicability of any Annual Pass you purchase, including any use restrictions thereto. When purchasing an Event Registration using an Annual Pass, you will receive a 100% discount on the Event Registration Fee ONLY; your purchase will still be subject to your full payment of all other fees and costs that comprise the Total Event Fees applicable to the Event Registration you are purchasing (e.g., Mandatory Administrative Fee). SPARTAN DOES NOT OFFER REFUNDS FOR ANNUAL PASS PURCHASES FOR ANY CIRCUMSTANCES. The Annual Pass is non-transferable; if Spartan determines that you have permitted the unauthorized use your Annual Pass by another individual, we reserve the right to revoke your Annual Pass and disqualify any race results you have, without any right by you to receive any refund or credit (in whole or part).

For pricing information and other details about the benefits included with Annual Pass purchases, please click [here](#). For other applicable information about Spartan Annual Passes, please visit our [FAQs](#).

Recurring Payments: Prior to completing your purchase of an Annual Pass, you will have the ability to opt-in for the automatic renewal of your Annual Pass for the Event season that follows the Event season in which your Annual Pass purchase applies (e.g., during 2021 Annual Pass purchase, automatic renewal will apply to 2022 season) (“Pass Renewal”). By expressly opting-in for the Pass Renewal, you agree for Spartan to automatically charge you the price of the Pass Renewal prior to the commencement of following Event season, on September 30th of each year (2022 Pass Renewals will be charged on September 30th, 2021) (“Renewal Date”). You will be charged the Pass Renewal price prior to every Event season via the payment method you used to purchase your original Annual Pass purchase, unless you cancel your Pass Renewal no later than five (5) days prior to the Renewal Date by contacting Spartan customer service (us@spartan.com). The initial Pass Renewal price charged to you will be displayed to you at the time you opt-in. The Pass Renewal price for subsequent Event seasons is subject to change in Spartan’s sole discretion and subject to applicable law, and unless you cancel the Pass Renewal by the applicable Renewal Date, you agree to any price changed for the Pass Renewal as it takes effect. You will be charged the Pass Renewal

Unbreakable Pass/NFT: If you are purchasing an “Unbreakable Pass”, the “Unbreakable Pass Terms and Conditions” shall apply to such purchase. Please refer to the Unbreakable Pass Terms and Conditions prior to your purchase of an Unbreakable Pass. If you are using the Unbreakable Pass to purchase/secure an Event Registration, these Terms of Purchase shall only apply to each such specific Event Registration.

5. **Medical Reimbursement Coverage for Injuries.** Spartan purchases accident medical insurance coverage from a licensed third-party insurance carrier, which provides limited coverage to Event participants for medical bills arising from an injury incurred while participating at an Event operated directly by Spartan Race, Inc **and occurring in the United States only**. Please note that the accident medical insurance coverage does not include Disability Insurance or Loss of Income coverage. All claimants are required to complete certain forms and provide copies of all medical records to the insurance carrier. This policy is secondary to a claimant’s primary medical insurance policy. Please note there is a \$500 deductible under the policy. NOTWITHSTANDING THE FOREGOING, PARTICIPATION IN THE SPARTAN EVENT IS AT THE REGISTERED PARTY’S SOLE RISK. For more information regarding the specific coverage provided,

please see the Spartan FAQ at <https://spartanrace.zendesk.com/hc/en-us/articles/204640208-I-need-to-submit-an-Insurance-Claim->.

6. **Canceled and Rescheduled Events.** You bear all risks of inclement weather. You also understand and agree that Spartan reserves the right to cancel the Event for events beyond its reasonable control, including, without limitation, in the event of weather disaster (including, but not limited to, pandemic, epidemic, heat, tornadoes, earthquakes, fires, storms, lightning and floods), accidents, acts or threats of war or terrorism, military conflicts, riots, government order, law or regulation, national or regional emergency 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. You agree to hold Spartan harmless from any Claim of any kind or nature related to any cancellation or disruption of the Event. In the event of an Event cancellation for any reason, there will be no refund of your payment. If an Event is canceled, 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. Spartan will not be liable for travel or any other expenses that you or anyone else incurs in connection with a canceled or postponed Event.
7. **Race Photo Capture and Purchases.** By participating in an Event, you are agreeing to, and granting the right and permission to, Spartan and its photographic service provider, [Sportograf](#) (including its affiliates, "Sportograf") to photograph, film, record and/or otherwise capture you participating in the Event. Additionally, if you agree to purchase your Event photos ("Photo Purchase") prior to or following your Event Registration purchase, you are agreeing to us sharing your contact information with Sportograf for the purposes of receiving their service/product offering in accordance with our [Privacy Policy](#), and you are agreeing to all of Sportograf's terms and conditions (including Sportograf's privacy policy). All race Photo Purchase are non-transferable and non-refundable. [See Sportograf disclosure here.](#)
8. **Refunds and Transfers.** Before purchasing an Event Registration or an Annual Pass or an Unbreakable Pass, carefully review your purchase and these Terms of Purchase. **SPARTAN DOES NOT OFFER REFUNDS OF EVENT REGISTRATION FEES OR ANNUAL PASS FEES OR UNBREAKABLE PASS FEES OR PHOTO PURCHASES 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 or an Annual Pass that you purchased. Without limiting the generality of the foregoing, you will not contact Spartan 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 or Annual Pass or Unbreakable Pass from the Site. Should you do so, your Event Registration or Annual Pass may be canceled and Spartan may, in our sole discretion, refuse to honor pending and future Event Registrations or Annual Pass purchases made from all credit card accounts or online accounts on which such chargebacks have been made, and 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.

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 process set forth in the in the FAQs here: <https://spartanrace.zendesk.com/hc/en-us/articles/115015992147>.

9. **Billing Information Verification and Order Confirmation.** Event Registration and Annual Pass purchases 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 or Annual Pass purchase 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.

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 (us@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 losses (monetary or

otherwise) if you assume that an order was not placed because you failed to receive confirmation.

- 10. Assumption of Risk and Consent to Medical Care.** The Event may involve 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 are in good physical condition, are able to safely participate in the Event, and have no medical condition that would make your 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. 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. In the event of a conflict between these terms and conditions and any waiver executed by Participant, the terms of any such waiver shall control.

- 11. RELEASE AND WAIVER OF LIABILITY. YOU HEREBY WAIVE, RELEASE, COVENANT NOT TO SUE AND FOREVER DISCHARGE SPARTAN FROM ALL CLAIMS ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR REGISTRATION.**
- 12. SPARTAN SHALL NOT 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 SPARTAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). WITHOUT LIMITING THE FOREGOING, SPARTAN WILL NOT BE RESPONSIBLE FOR (A) THE USE OR THE INABILITY TO USE THE SITES, SPARTAN 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 SPARTAN; (D) PERSONAL INJURY; (E) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (F) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SPARTAN SITES; (G) ANY OTHER MATTER RELATING TO THE SITES, OR SPARTAN PRODUCTS OR SERVICES. YOU AGREE THAT 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. NOTHING IN THESE TERMS OF PURCHASE SHALL BE CONSTRUED AS LIMITING OR EXCLUDING SPARTAN'S LIABILITY FOR: 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.**
- 13. 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.**
- 14. 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.

- 15. 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 behavior 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 behavior, 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. 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.
- 16. 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 (including its third-party service providers) 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. By participating in an Event, you are also agreeing to, and granting the right and permission to, Spartan's photographic service provider, [Sportograf](#), to photograph, film, record and/or otherwise capture you participating in the Event for the purpose of Sportograf's service/product offering.
- 17. 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 with blades longer than 3 inches. 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.
- 18. Unlawful Resale of Event Registration; Promotions.** Unlawful resale (or attempted resale), counterfeit or copy of Event and passes (including Annual Passes) or promotional codes are grounds for seizure and cancellation without compensation. You are responsible for complying with all applicable ticket resale laws.

In addition, Spartan reserves the right to restrict or deny Event Registration and/or Annual Pass privileges to anyone that Spartan determine to be, or has been, in violation of our policies. Promotional codes or passes may not be used for advertising, promotions, contests, or sweepstakes, unless formal written authorization is given by us.

- 19. Governing Law.** These Terms of Purchase, and any dispute with respect thereto, shall be governed by and construed in accordance with the laws of the State of Delaware (regardless of the laws that might otherwise govern under applicable Delaware principles of conflicts of law).
- 20. Mediation.** If a dispute arises out of or relates to these Terms of Purchase, or the Participant's involvement in an Event, and if said dispute cannot be resolved or settled through negotiation, Participant, individually and on behalf of all of her/his heirs, personal representatives, executors, successors and assigns, agrees that prior to the filing of any arbitration, or other legal action consistent with the provisions of these Terms of Purchase, that Participant will first attempt, in good faith, to settle the dispute by non-binding mediation administered by JAMS Mediation, Arbitration and ADR Services ("JAMS"). The mediation shall take place in Boston, Massachusetts, and shall be facilitated by a neutral appointed JAMS. The costs of such mediation shall be shared equally by the parties thereto.
- 21. Arbitration.** All controversies, disputes or claims arising out of or related to these Terms of Purchase, to the extent not first resolved through negotiation and mediation, will be submitted to and for binding arbitration in front of a single arbitrator of JAMS, conducted in accordance with JAMS' then-current [General Arbitration Rules and Procedures](#) (which shall include the applicability of JAMS' Consumer Arbitration Minimum Standards), at the JAMS' offices in Boston, Massachusetts. All matters related to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by any state arbitration law.

The arbitrator will have the right to award or include in the award any relief which the arbitrator deems proper in the circumstances, except that the arbitrator does not have the right to award exemplary, punitive, penal or multiple (e.g., double or treble) damages. The award and decision of the arbitrator will be conclusive and binding upon all parties hereto and judgment upon the award may be entered solely in the United States District Court for the District of Massachusetts. If Spartan is the prevailing party in any arbitration brought by you, you agree to reimburse Spartan for any arbitration costs and fees incurred by Spartan (except if you are resident of the State of California).

The arbitrator will not have the authority or right to add to, delete, amend, or modify the terms, conditions, or provisions of these Terms of Purchase. All findings, decisions and awards of the arbitrator will be limited to the dispute(s) set forth in the written demand for arbitration (and any submitted counterclaim), and the arbitrator will not have authority to decide any other issues unless the parties to the arbitration mutually agree thereto.

Participant, individually and on behalf of all of her/his heirs, personal representatives, executors, successors and assigns, acknowledges and agrees that any arbitration will be conducted only on any individual, not a class-wide, basis, and that an arbitration proceeding initiated by Participant and/or her/his heirs, personal representatives, executors, successors and assigns, may not be consolidated with any other arbitration proceeding. No findings, conclusions, orders or awards emanating from any arbitration proceeding conducted hereunder may be introduced, referred to, or used in any subsequent or other proceeding as a precedent, to collaterally estop any party from advancing any claim or defense or from raising any like or similar issues, or for any other purpose whatsoever. The principles of collateral estoppel shall not apply in any arbitration proceeding conducted under this section.

Further, Participant, individually and on behalf of all of her/his heirs, personal representatives, executors, successors and assigns, acknowledges and agrees that notwithstanding any provision of law which provides for a longer limitations period, neither Participant nor Participant's heirs, personal representatives, executors, successors and assigns will bring, commence, or maintain an action or claim of any kind, in connection with liability or obligation in connection with these Terms of Purchase, or otherwise, unless brought before the expiration of the earlier of: (i) one (1) year after the date of discovery of the facts resulting in such alleged liability or obligation, or if earlier, the date such facts should or could have been discovered

with reasonable diligence; or (ii) eighteen (18) months after the date of the first act or omission giving rise to such alleged liability or obligation. Actions and claims brought or asserted after expiration of the applicable limitations period shall be barred.

- 22. Severability.** 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.
- 23. Spartan Plus Ticket Protection Program.** Where You are a Spartan Plus member at the time of purchase of any registration for an Event and remain a Spartan Plus member through the date of the Event purchased (or as of the date of cancelation or rescheduling) ("Qualified Member"), You will be automatically refunded the purchase price paid for that Event (inclusive of service fees and taxes paid) where that Event is cancelled by Spartan for any reason. Where Spartan reschedules an Event for a Qualified Member, Spartan will refund the purchase price of that rescheduled Event upon request by the Qualified Member made in writing no later than 60 days from the date that the Event was originally scheduled. Any claims for refunds by Qualified Members for rescheduled Events occurring after the 60- day window will not be refunded by Spartan and Spartan has no obligation to provide any substitute benefit or remuneration in that instance. Where a Qualified Member elects to receive a refund of fees paid for a rescheduled Event, Spartan will cancel all Event registrations related to that rescheduled Event held by the Qualified Member at the time the request for refund is made. Where a Qualified Member (or any Event participants with an Event registration purchased by the Qualified Member) attend or otherwise in the rescheduled Event, Spartan will have no obligation to refund any Event registration fees to the Qualified Member. All refunds will be paid to the Qualified Member purchasing the Event registration(s) including where such Qualified Member has purchased multiple Event registrations on behalf of him/herself and others. Only a Qualified Member that has directly purchased an Event registration for a rescheduled Event may request a refund of fees paid. All refunds under this section will be made in totality by Spartan and Spartan will not provide "partial" refunds or refunds of select Event registrations under this program. Where a Qualified Member purchases an Event registration eligible for a refund through a third-party Event registration provider (e.g., Groupon), the third-party will refund the fees paid by the Qualified Member in lieu of Spartan. **SEASON PASS HOLDERS ONLY:** Where a Qualified Member is a Season Pass holder and registers for an Event that is cancelled, Spartan will only refund the fees paid by the Season Pass holder for the cancelled Event and not for the underlying cost of the Season Pass. Notwithstanding anything herein to the contrary, the Spartan Plus Ticket Protection Program is only applicable to those Events scheduled to occur after November 15, 2021, and will not apply to any Event prior to that date including, but not limited to, any Event originally scheduled prior to November 15, 2021, and thereafter rescheduled to a date occurring after November 15, 2021.