

EVENT ENTRY TERMS AND CONDITIONS

Rules: I agree to become familiar with and abide by all written, posted or communicated rules of International Management Group of America Pty Limited (IMG), as well as all written, posted or communicated rules of the Venue. I shall comply with (and I will not challenge at any time or in any way) all directions, instructions and decisions of IMG and Venue personnel. I understand that IMG has the authority to issue instructions or directions relating to the manner of my safe participation in the Course or Related Activities and the authority to halt my participation in the Course or Related Activities at any time to protect the safety of participants, spectators, and personnel; and/or promote fairness and the spirit of the TM Event.

Emergency Delay or Cancellation: I acknowledge that IMG at its sole discretion may delay, modify, or cancel the TM Event if conditions or natural or man-made emergencies make administering the event unreasonably difficult or unsafe. I agree that “emergency” is defined to mean any event beyond the control of IMG, including but not limited to: high wind, extreme rain or hail, hurricane, tornado, earthquake, flood, acts of terrorism, fire, smoke threatened or actual industrial action, insurrection, war, public disaster, and unavoidable casualty. In the event of a delay, postponement or modification of the TM Event as described in this paragraph, I understand that I will not be entitled to a refund of my entry fee or any other costs incurred in connection with the TM Event.

Removal from Course: I understand that IMG and Venue personnel may immediately cause anyone who disobeys any rules, directions, instructions, decisions, or laws, or whose behavior endangers safety or negatively affects a person, facility, or property of any type or kind, **to be removed from the Course.**

Fee Refunds: I understand all fees and associated costs (including optional product purchases, spectator tickets, and donations), paid in registration for this TM Event are not refundable for any reason under any circumstances, except as set herein.

Attitude and Behavior: I will behave appropriately at all times, demonstrate respect for all people, equipment, and facilities; and participate with a cooperative and positive attitude.

Pets and Drones: I understand that for safety reasons no drones are allowed on site for any reason. I also understand no pets are allowed onsite unless accredited service dogs.

Alcohol & Drugs: I certify that I am not, and on the date of the TM Event will not be, under the influence of alcohol or any drugs that would in any way impair my ability to safely participate in the TM Event. I understand that the consumption of any alcohol and any illicit or illegal drugs or substances during the event is strictly prohibited. Only the responsible consumption of alcohol after the TM Event will be permitted by IMG.

Appropriate Clothing: Tough Mudder is an active obstacle course event and as such appropriate clothing must be worn. All participants must wear closed shoes and it is highly recommended that participants wear active wear and remove all jewelry.

Specific Rules: I agree that: 1) I shall not urinate or defecate outside of designated areas; 2) no non-medically necessary wheeled conveyances or non-service animal pets are allowed in the Course at any time; 3) no clothing, props or equipment that pose an unnecessary risk to participants, spectators or personnel are permitted; and 4) I agree to obey civil and criminal laws including traffic laws.

Photography: I understand that any and all photographs, motion pictures, recordings, and/or likenesses of me (and any participating minor child/ward) captured during the TM Event by IMG, its affiliated entities or contractors, and/or the media become the sole property of IMG. I grant the right, permission and authority to IMG and its designees to use my name and any such photographs, motion pictures, recordings, and/or likenesses for any legitimate purpose, including but not limited to promoting, advertising, and marketing activities. I understand IMG and its designees have the right to sell and/or profit from the commercial use of such photographs, motion pictures, recordings, and/or likenesses.

Cancellations: I acknowledge that my entry fee is not refundable except in accordance with this paragraph and

paragraph containing information on Transfers and Upgrades. I understand that if I do not wish to participate in the Event, I must complete and submit to IMG the official Event withdrawal form that is available on the Event website (www.toughmudder.com.au). I understand that if I withdraw from the Event up to and until 11:59pm 60 days prior to the running of the Event I am registered in, there is a \$30 cancellation fee that applies (i.e. I will be returned the entry fee paid by me less \$30). Should I wish to withdraw from an event from 12.00am within 60 Days prior to the registered Event onwards for any reason (including, but not limited to, medical reasons), there is no refund of any portion of my entry fee.

Ticket Protection: There is also an option to purchase ticket protection at point of purchase which provides for refunds of ticket purchase price in certain circumstances. For more information www.toughmudder.com.au/booking-protect.

Transfers and Upgrades

If after I have registered for a particular Event, I wish to change from the Event format I entered into originally to another format within the same Event (ie from the Tough Mudder Half to the Tough Mudder Full) or between Tough Mudder Events ie Tough Mudder Sydney to Tough Mudder Melbourne, I acknowledge I can make changes only as follows:

Note: Transfers and Upgrades are not available between Tough Mudder Events and Toughest Mudder Events

(a) Event Format Change: on or before 60 Days prior to the Event, I acknowledge I may change Event formats via the ‘my events portal’ on the Active Network registration console. If I change into another Event format of greater value within the same Event, I acknowledge that I will be required to pay an additional fee for the difference between the entry fee I originally paid and the current cost of participating in the new Event format. If I change to an Event format of lesser value, I can do so via the ‘my events portal’ on the Active Network registration console at no additional cost. I understand all Event changes are subject to and conditional upon the selected alternative Event format’s entry capacity not having been reached at the time my requested change is processed by IMG.

(b) Event Format Change: from 12.00am within 60 Days prior to the Event, I acknowledge I may change Event formats via the ‘my events portal’ on the Active Network registration console. If I change into another Event format of greater value within the same Event, I acknowledge that I will be required to pay an additional fee for the difference between the entry fee I originally paid and the current cost of participating in the new Event format plus an administration fee of \$10. If I change to an Event format of lesser value within the same Event, I can do so via the ‘my events portal’ on the Active Network registration console for a \$10 administration charge. I acknowledge that if capacities for a race as part of the Event have been reached I will not be able to transfer into that Event format, and I will accept the final decision of IMG in this regard.

c) Event Change: I may change between Australian Tough Mudder Events at any time up until 11.59pm the night before the Event I originally purchased, using the ‘my events portal’ on the Active Network registration console. If I change into another Event which has a greater value then the ticket I originally purchased, I acknowledge that I will be required to pay an additional fee for the difference between the entry fee I originally paid and the current cost of participating in the alternative Event. In addition, I acknowledge a \$30 administration charge will be administered for any change between Tough Mudder Events. I understand if I change into another Event which has a lesser value then the ticket I originally purchased then only a \$30 administration charge will be administered and I will not receive any refund.

Note: Event changes can only be made into Events currently on sale, no transfers are available to Events to be held in the future which are not yet on sale.

Transferring Participant Name

I acknowledge that I can transfer my participant ticket to another participant using the ‘my events portal’ on the Active Network registration console up until 11.59pm the night before the Event. I acknowledge that no administration fee will be charged however, if the cost of the current ticket price is of greater value than the ticket I originally purchased, I acknowledge that the new participant will be required to pay an additional fee for the difference between the entry fee I originally paid and the current cost of participating in the Event.

These terms and conditions may be amended at any time by IMG.