

## TERMS AND CONDITIONS

### HYROX ACCESSORIES - GIFT CARD, FLEX PASS, SEASON PASS

#### 1 GENERAL

- 1) Upsolut Sports America Inc. located at 57 Orchard Street, 2nd floor, New York, NY 10002 ("Upsolut Sports America Inc.", "we" or "seller") organizes the event HYROX - the World Series of Fitness in association with its European subsidiaries. The sports competition is designed as a series in the form of several events and with the World Championships as the season highlight and conclusion. The venues are various cities in the U.S.A, Canada, Germany, Austria, Switzerland, Great Britain and the Netherlands.

In addition to ticket sales for the individual events, we also offer the products defined in 2 ("Products" or "Goods") for sale in the U.S.A, Germany and Austria.

- 2) The purchase of the products takes place exclusively via the Internet under the domain: <https://register.hyrox.com/> ("registration page"). The portal is operated by TicketSocket, S2901 W. Coast Highway, Newport Beach, CA 92663 as the service provider we have commissioned accordingly ("Registration Partner").
- 3) "Customers" related to these Terms & Conditions ("AGB") are both consumers and entrepreneurs. If the purpose of the ordered delivery and services cannot be attributed to your commercial or independent activity, you are a consumer. If the purchase and delivery of the products was carried out as part of your commercial or self-employed activity as an individual person, legal person or legal partnership, you are considered an entrepreneur.

#### 2 PRODUCTS

- 1) HYROX Gift Card

The HYROX Gift Card is offered in the amounts of \$20, \$50 and \$90. It acts as a voucher to be redeemed during the registration process for an event on our registration page and is valid for all events within the United States during Season 2020/2021. The promo code of the Gift Card must be inserted in the corresponding promo code field during the registration process; the voucher amount will be deducted from the total amount at the end of the registration process. Only one Gift Card code can be used per registration. The validity of the gift card is limited to the Season 2020/2021; it ends after the last event of the season [14 April 2021]. Any remaining amounts on the gift card are forfeited without compensation.

- 2) HYROX Flex Pass

The HYROX Flex Pass can be used flexibly to register for one of the events within one region (USA) during Season 2020/2021. This Pass is offered in two different options; the buyer can choose between a single or a double Flex Pass. The Pass can be redeemed at any regular event taking place in the United States; to register for the HYROX World Championship 2021 the use of the Flex Pass is excluded. The Flex Pass code can be inserted during the registration process in the corresponding promo code field; thus the user of the Flex Pass does not incur any registration fees. The Pass can only be used once within

Season 2020/ 2021 and for the division you have booked. For events that are already sold out, the Flex Pass does not guarantee you a place. The Flex Pass will expire at the end of Season 2020/2021 [14 April 2021]. Any remaining amounts will be forfeited without compensation.

### 3) HYROX Season Pass

The Season Pass allows the Customers to purchase a Pass contingent for the event series in the United States only. Currently the Season Pass can only be booked in the USA or Germany; in the US region the following contingents are available:

3 Events - \$300: 3 events of your choice within the United States in Season 2020/2021

5 Events - \$500: 5 events of your choice within the United States in Season 2020/2021

Season Pass (unlimited) - \$900: possible participation in all events within the United States in Season 2020/2021 .

The purchase is only possible by creating a user account. The Pass can be redeemed directly after purchase or flexibly over the validity period. The Season Pass can only be redeemed for the HYROX Single Divisions (HYROX WOMEN/ MEN, HYROX PRO WOMEN/ MEN). The Season Pass is personalised and cannot be split. Once the Season Pass has been purchased, transfers are excluded and the use of the Pass will be reviewed. The validity of the pass is limited to the number of events selected when the pass was purchased (3 events, 5 events or all events of the Season 2020/ 2021) and is valid for one entry per event; multiple entries are generally excluded. The Season Pass is automatically linked to the user account of the Customer after purchase and can be used directly for the selected events in the registration process after successful log-in. The Season Pass does not guarantee a starting place; it is necessary to register before the desired event is sold out.

### 3 SCOPE

- 1) These Terms & Conditions contain the exclusively valid general Terms & Conditions of delivery and payment between you ("customer" or "buyer") and us, Upsolut Sports America Inc., in the respective current version at the time of the conclusion of the contract.
- 2) We do not accept any Terms & Conditions of the customer that are contrary to or deviate from our Terms & Conditions of Sale, unless we have agreed to their validity in writing.

### 4 PURCHASE AND COMPLETION OF CONTRACT

- 1) The presentation of the products in the different categories on our registration page does not constitute a binding offer on our part. The essential features of the respective products can be found in the description of the respective article itself. The offer is subject to change and non-binding.
- 2) You can choose from the products offered by us and collect them without obligation in a virtual shopping cart by clicking the button "Add to Cart". You can view the shopping cart itself at any time by clicking on the link "Shopping Cart" and take out the goods contained therein at any time by clicking on the button "Remove Article"

(trash can). As soon as you have decided on goods, you can place your order. You will be guided through the purchase process step by step. The creation of a user account is only necessary for the purchase of a Season Pass. This is not required for the Gift Card or the Flex Pass. You can verify your contact details by creating a guest account. You are responsible for the correct entry of your personal data. We would like to point out that the consent of a parent or legal guardian is required to order the goods, provided you are under 18 years of age. Mandatory information is marked as such accordingly.

- 3) In order to complete the purchase, you must first submit your declaration of consent with separate clicks on the individually marked checkboxes and agree to our General Terms & Conditions. Afterwards you have to click on a specially marked button "Pay". By doing so, you make a binding offer to purchase the products in your shopping cart at that time.
- 4) After completion of your purchase you will receive a technical confirmation of receipt on the registration page and by email. The registration page lists your purchase once again. The confirmation of receipt shall be deemed to be a declaration of acceptance; the purchase contract is thus effectively concluded between you and us.

## **5 PRICES, SERVICE FEES AND TERMS OF PAYMENT**

- 1) All prices on our registration page include the legal sales tax and electronic shipping.
- 2) Not included is the service fee (8%). This is shown in the overview and is payable by the customer in addition to the purchase price.
- 3) The purchase price and the service fee are due for payment upon conclusion of the contract. The payment processing is carried out by our registration partner on behalf of the customer. You can settle the outstanding amount using the following payment methods: Google Pay, Apple Pay and Visa Checkout. If the direct debit is not honoured (even later) due to a lack of funds in the account or due to revocation by the account holder, we are entitled to withdraw from the contract after setting a deadline and charge you with the costs of the withdrawal. The costs arising from a return debit note, which include a processing fee of upsolut in the amount of \$10.00 as well as the respective fee of the banking institute, are at the participant's expense.
- 4) You will receive a detailed invoice with each product delivery, including tax. This invoice also serves as proof of purchase and order; please keep it carefully.

## **6 ELECTRONIC DISPATCH**

The purchased products will be delivered in the form of a corresponding promo code immediately after receipt of payment.

## **7 POWER OF REVOCATION AND CONSEQUENCES OF WITHDRAWAL**

- 1) If you are a consumer, you have the right to cancel the purchase of the goods within 14 days without giving reasons. The revocation period is fourteen days from the day on which you have confirmed receipt of the goods by email.

- 2) In order to exercise the right of withdrawal you must inform us at: Upsolut Sports America Inc., 57 Orchard Street, 2nd floor, New York, NY 10002: USA@hyrox.com, by means of a clear statement (e.g. a letter or e-mail sent by post) of your decision to withdraw from this contract. You may use the sample revocation form attached under item (4) for this purpose, but this is not mandatory. In order to comply with the revocation period, it is sufficient that you send the notification of the exercise of the right of revocation before the end of the revocation period.
- 3) If the purchase contract is effectively revoked, the seller is obliged to repay all payments received from the buyer immediately and at the latest within 14 days from the day on which the notification of revocation was received by the seller. Repayment shall be made by the same means of payment as that used by the Buyer in the transaction, unless expressly agreed otherwise; in no event shall the Buyer be charged for such repayment. It is not necessary to return the product; the promo code will be declared "invalid" upon receipt of the withdrawal notice.
- 4) If you wish to revoke the contract, you may use the following or similarly clear formulations:

To 57 Orchard Street, 2nd floor, New York, NY 10002, E: USA@hyrox.com

Hereby I revoke the contract concluded by me for the purchase of the following goods [description]

Purchased/received on [date]

Name and address of the consumer [name/address]

If notification by letter: Signature

Date

## **8 CHANGES / EXCLUSION OF LIABILITY**

- 1) A change in the registration after one of our products has been used for it can only be made according to the regulations of our General Conditions of Participation with regard to the specific event. It should be noted that re-registrations to another division are only possible within the validity of the Flex Pass. If the Flex Pass was purchased for HYROX Single (HYROX WOMEN/ MEN, HYROX PRO WOMEN/ MEN), it is only possible to change to one of these divisions. The same applies to the DOUBLES category.
- 2) The purchaser alone is responsible for the proper use/redemption of the product in the registration process on the registration page. Upsolut Sports America Inc. assumes no liability for any additional costs incurred if the buyer has failed to enter the promo code at the appropriate place during the registration process.

## **9 FINAL PROVISIONS**

- 1) As far as a jurisdiction agreement is exclusively permissible in business transactions, the place of jurisdiction and the place of performance is the current headquarters of Upsolut Sports America Inc.. This does not apply to our customer who is a consumer; there the place of performance is the residence of the customer or the place of delivery determined by the customer.

- 2) If individual provisions of these terms and conditions should be or become invalid, the legal validity of the remaining provisions shall not be affected. The same applies to any contractual loopholes.

State: April 2020

**MODEL DECLARATION OF WITHDRAWAL**

[First name of buyer]  
[Street and house number]  
[Postal code] [Town]  
[Email address]

57 Orchard Street  
2nd floor  
New York,  
NY 10002  
E: USA@hyrox.com

[Place], [Date]

**Revocation of the concluded sales contract HYROX Accessories from XXX  
Code # XXXX**

Dear Sir or Madam,

I hereby revoke the purchase agreement concluded with you on [date] for [XXX], code number XXX.

With kind regards

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Last Name, First Name