

ACTIVE Refund Terms & Conditions

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What is ACTIVE Refund?

ACTIVE Refund is an optional purchase available to you at checkout for certain activities that use Active Network software for activity registration. When purchased, ACTIVE Refund makes the underlying registration fee refundable, subject to these Terms and Conditions.

How to Purchase ACTIVE Refund

ACTIVE Refund can only be purchased while registering for an eligible activity on ACTIVE Network. Once an online registration is completed, a registrant can no longer purchase ACTIVE Refund.

ACTIVE Refund Applicability

ACTIVE Refund makes the registration fee and certain additional purchases eligible for a refund. The ACTIVE Refund purchase cost and any ACTIVE Network processing fees will not be refunded. The amount eligible for refund will be quoted at time of purchase, along with the cost of the ACTIVE Refund product. Cancelled Activities (defined below) are not eligible for refund through ACTIVE Refund.

ACTIVE Refund Purchase Eligibility

The following criteria must be met in order to purchase ACTIVE Refund. The eligibility requirements are associated with the individual paying for the registration (the “**Payor**”), which may or may not be the actual registrant for the associated activity.

1. The Payor must be at least 18 years old. An adult may purchase the option in relation to a minor’s registration. Note that the Payor is not necessarily the

registrant. The Payor, rather than the registrant, is the party entitled to the ACTIVE Refund, as set forth in these terms.

2. The Payor must be a resident of one of the following countries: the United States, Canada, United Kingdom, or Australia.
3. The activity associated with the ACTIVE Refund must take place in one of the following countries: the United States, Canada, United Kingdom, or Australia.
4. ACTIVE Refund may be purchased only in the following currencies: USD, CAD, GBP, AUD.
5. The organization hosting the activity must be participating in the ACTIVE Refund program, and the activity itself must be enrolled in the ACTIVE Refund program. Some organizations and some activities are excluded from ACTIVE Refund, or chose not to participate in the program.
6. ACTIVE Refund will display and be applicable only to registrations where payment is collected and settled. Registrations where no payment is collected, or registrations where amounts paid by the Payor are subject to chargebacks or may be involved in fraudulent activity, are not eligible for participation in the ACTIVE Refund program and shall not be entitled to any refunds.
7. Certain activity registrations may be paid in installments. ACTIVE Refund can be purchased for this type of registration, but the fees for ACTIVE Refund must be paid for in a single lump sum at time of the initial installment payment and registration. The price for ACTIVE Refund is based on total cost of the registration.
8. If multiple registrations are being purchased in a single transaction, ACTIVE Refund must be purchased for all, or none, of the registrants. ACTIVE Refund may not be purchased for specific registrations in a transaction but not for others.
9. ACTIVE Refund will not be available for registrations completed within seventy-two (72) hours of the start date of an activity.

ACTIVE Refund Purchase Details

The person who pays for the ACTIVE Refund fee will receive a confirmation email which includes a receipt, an ACTIVE Refund Reference ID, and instructions for requesting a refund.

ACTIVE Refund Requests

ACTIVE Refund requests are subject to the following guidelines:

1. All ACTIVE Refund requests are to be made by the Payor on the ACTIVE Refund website.
2. Refund requests must be submitted no later than midnight forty-eight (48) hours prior to the activity start date.
 - a. The 48 hour deadline above is determined by the UTC time zone. For the avoidance of doubt, a refund request for an Activity on a Saturday must be submitted no later than 11:59pm on the Wednesday prior to said Activity.
 - b. The activity date is determined at the time of registration purchase.
 - c. If the activity takes place over multiple days or weeks, the deadline to submit the refund request is forty-eight (48) hours before the first day of the activity.
 - d. The refund request must not be for a Cancelled Activity.
3. Refund requests will be rejected if the applicable registration has already been completely refunded by the organizer. If an activity is not a Cancelled Activity, and the registrant has received a partial refund from the organizer, ACTIVE Refund will refund only the remaining balance to the registrant.
4. Refund requests will be rejected if the Payor requests a chargeback from their payment provider, or the applicable registration purchase may be fraudulent or otherwise contrary to applicable law.
5. ACTIVE Refund does not require a reason to process refund requests. All eligible registration refund requests will be approved. Cancelled Activities are not eligible for refund through ACTIVE Refund.

6. An ACTIVE Refund Reference ID and Payor email address is required to submit a refund request.
7. If multiple registrations have been purchased with a single Reference ID the Payor may choose to submit a refund request for specific registrants while also keeping other participant registrations intact.
8. Upon submission of a refund request, the registration associated with the request will be cancelled. If, after a refund request is submitted, an applicable registrant wishes to participate in the subject activity, the registrant must complete a separate, new registration for said activity.
9. All refunds are final. A registration may not be reinstated once a refund request has been submitted.
10. The following are defined as “**Cancelled Activities**,” for which a refund through ACTIVE Refund is not available and a refund will not be approved or issued:
 - a. Activities that are cancelled for any reason;
 - b. Activities that are postponed or rescheduled for a different date than the date stated at the time of registration purchase;
 - c. Activities that are merged with other activities, or are otherwise substantially re-formatted or re-branded; and
 - d. Activities for which registration was sold as live or in person that are later converted or rebranded to be “virtual” activities.

In all such instances, the organizer of the activity, not ACTIVE, is solely responsible for refunding the registration fee according to its stated policies, which should be posted on its website or otherwise made available to the Payor.

Cancellations, Transfers, and other Circumstances

1. All purchases of the ACTIVE Refund product are final. The cost of purchasing ACTIVE Refund is generally non-refundable, except as expressly outlined in these Active Refund Terms and Conditions.

2. The ACTIVE Refund fee (the fee paid by the Payor for the ACTIVE Refund product) will be reimbursed to the registrant only when all of the following circumstances are satisfied: (a) the Payor has not previously received a refund for the associated activity; (b) the Payor can establish that the activity became a Cancelled Activity, and (c) the Payor requests a refund of the ACTIVE Refund fee no later than forty-eight (48) hours after the Activity date for the Cancelled Activity. The ACTIVE Refund fee will be refunded upon request by the Payor, but the activity registration fee and any other fees covered by the ACTIVE Refund product are no longer eligible to refund under the ACTIVE Refund program. The organizer of the activity is solely responsible for refunding the registration fee according to its stated policies.
3. ACTIVE Refund purchases may not be transferred to other registrations.
4. ACTIVE Refund purchases are void, and shall not entitle the Payor to a refund of the ACTIVE Refund fee or the associated activity registration fees if the activity registration is transferred to a new individual.

ACTIVE Refund Payments

Valid refund requests generally will be paid within five (5) business days of approval of the request. The issuance of valid refund requests may take longer than the five (5) business days referenced above in Active's discretion and based upon the circumstances surrounding the applicable activity. Refunded amounts will be issued to the Payor's original form of payment used at the time of registration. For the avoidance of doubt, if an Activity becomes a Cancelled Activity at any point prior to or during the refund request timelines in these Terms & Conditions, the refund request will be denied.