

# Active Refund Terms and Conditions for Australia and New Zealand

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## What is ACTIVE Refund?

ACTIVE Refund is an optional purchase available to you at checkout for certain activities supplied by third party suppliers (Suppliers) that use ACTIVE Network software for activity registration. When purchased, ACTIVE Refund makes the underlying registration fee for those activities refundable for any reason, subject to these Terms and Conditions. ACTIVE Refund is provided by Active Network LLC, which is located at Three Alliance Center, 29th Fl, 3550 Lenox Rd. #3000, Atlanta, GA 30326 and may be contacted by email at support@active.com.

## Jurisdictional information

For Australian and New Zealand consumers, ACTIVE Network's services and the services provided by Suppliers come with statutory guarantees that cannot be excluded by law. These statutory guarantees exist in addition to any rights you acquire via the purchase of ACTIVE Refund and the purchase of ACTIVE Refund does not affect your rights under those laws.

## New Zealand - extended warranty information

In New Zealand, the Consumer Guarantees Act 1993 (CGA) contains warranties that apply to consumer goods and/or services. Under the CGA the Supplier's services (and any resulting product) must be:

- carried out with reasonable care and skill;
- reasonably fit for the particular purpose, and can reasonably be expected to achieve the result the customer notified the Supplier they required from the service, before or at the time of purchase, unless the customer did not, or it was unreasonable for the customer to, rely on the Supplier's skill or judgment for that result or purpose;
- provided by the agreed date or within a reasonable time if no completion date was agreed; and
- supplied at the agreed price or at a reasonable price if no price was agreed.

If any of the above warranties are not met, the Supplier must remedy the failure within a reasonable time. If the Supplier fails to do so, the customer can recover from the Supplier the cost of having someone else remedy the failure. If the failure is not capable of remedy, or is substantial, the customer can obtain a refund from the Supplier for any reduction in the value of the services below the price paid. In addition, the customer has the right to obtain damages from the Supplier for any loss or damage incurred as a result of the failure of the services (other than through the reduction in value of the services), which was reasonably foreseeable as a result of the failure.

Summary of ACTIVE Refund benefit vs rights under the CGA for services provided by Suppliers:

Feature	ACTIVE Refund benefit	CGA
Type of service covered	Certain activities, taking place in the United States, Canada, United Kingdom, Australia or	All services, and any resulting product,

Feature	ACTIVE Refund benefit	CGA
	<p>New Zealand, organised by Suppliers that use Active Network software for activity registration and where the Supplier is participating in the ACTIVE Refund program and the activity is enrolled in the ACTIVE Refund program (Activity), except where:</p> <ul style="list-style-type: none"> <li>the Activity has been cancelled, postponed or rescheduled, or merged with other activities, substantially reformatted or re-branded (including rebranding as 'virtual activities' (is a Cancelled Activity);</li> <li>a total refund for the Activity has already been provided by the Supplier;</li> <li>no registration payment has been collected for the Activity or payment is subject to a chargeback;</li> <li>registration for the Activity has been completed within 72 hours of the start date of the Activity; or</li> <li>registration for the Activity has been transferred to another registrant.</li> </ul>	provided in New Zealand by Suppliers to consumers
Eligible customer	The individual paying for registration with the Activity, provided they reside in either the United States, Canada, France, Switzerland, Germany, United Kingdom, Australia, or New Zealand.	The consumer to whom services are supplied in New Zealand by the Supplier
Refund of registration fee (and certain incidental purchases) available for any reason	Yes. On request, provided that a valid request is submitted no later than 48 hours prior to the start date of the Activity. Where a partial refund has been provided by a Supplier for the Activity, ACTIVE Refund will only refund the balance of the registration fee.	No. Only where the Supplier has breached a CGA guarantee that is incapable of remedy or substantial.
Term	Any time up to 48 hours prior to the start date for the Activity. Upon submission of a refund request the registration associated with the request will be cancelled.	A 'reasonable period of time' or as otherwise specified by the Supplier for the Activity

You have the right to cancel ACTIVE Refund within 5 working days after the date of purchase and receipt of a copy of this agreement. You can cancel ACTIVE Refund by contacting Active Network LLC at the contact details provided above. If you decide to cancel, you will get a full refund of the purchase price for ACTIVE Refund, but you will not be entitled to any benefit of ACTIVE Refund. ACTIVE refund may also be cancelled in accordance with the further terms set out below.

## 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 unless required by local law. 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, France, Switzerland, Germany, United Kingdom, Australia, or New Zealand.
3. The activity associated with the ACTIVE Refund must take place in one of the following countries: the United States, Canada, France, Switzerland, Germany, United Kingdom, Australia, or New Zealand.
4. ACTIVE Refund may be purchased only in the following currencies: USD, CAD, GBP, AUD, EUR, NZD, CHF.

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.

5. 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.
6. Certain activity registrations may be paid in instalments. 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 installments payment and registration. The price for ACTIVE Refund is based on total cost of the registration.
7. 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.
8. 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 11:59 pm 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 or if the registrant has statutory rights to a refund under the Australian Consumer Law or New Zealand consumer laws.
2. Unless required by local laws, 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 received an Active Refund from Active Network prior to the announcement of the cancellation of a Cancelled Activity; (b) the Payor can establish that the activity became a Cancelled Activity; and, outside of Australia and New Zealand, (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 for refund under the ACTIVE Refund program. The organizer of the activity is solely responsible for refunding the registration fee according to its stated policies or subject to the Australian Consumer Law or New Zealand consumer laws.
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 the time a refund request is made in accordance with these Terms & Conditions, the refund request will be denied.