

## **ACTIVE Refund Terms & Conditions**

### **1. What is ACTIVE Refund?**

- 1.1 You are able to purchase ACTIVE Refund from us when making a booking for certain activities that use [www.activenetwork.com](http://www.activenetwork.com) (the "Website"). ACTIVE Refund is an optional purchase available to you at checkout
- 1.2 Subject to these Terms, ACTIVE Refund makes the associated activity registration fees (together with any additional fees confirmed at the time of purchasing ACTIVE Refund) eligible for a refund.
- 1.3 The total amount of associated activity registration fees eligible for a refund will be quoted at the time of purchasing ACTIVE Refund (along with the cost of purchasing the ACTIVE Refund product itself). Please note that the total amount eligible for a refund may not necessarily reflect the full activity registration fees paid for the associated activity.
- 1.4 The full eligibility and criteria associated with making a valid ACTIVE Refund request are set out in detail in these Terms. **Please note in particular that the associated activity registration fees for Cancelled Activities are not eligible for refund through ACTIVE Refund.**

### **2. Who is offering ACTIVE Refund?**

- 2.1 ACTIVE Refund is an optional purchase made available to you by ACTIVE Network LLC. Our address is 5850 Granite Pkwy., Suite 1200, Plano, TX 75024 and we can be contacted by email at [support@active.com](mailto:support@active.com).
- 2.2 When you purchase ACTIVE Refund, you will be entering into a contract with ACTIVE Network LLC. This is a separate contract to the one you enter into with the organiser of the associated activity.
- 2.3 Your contract for the supply of the associated activity will be between you and the relevant activity organiser (and separate terms and conditions will apply to that contract). ACTIVE Network LLC are not a party to that separate contract.

### **3. How to purchase ACTIVE Refund**

- 3.1 ACTIVE Refund can only be purchased when making a booking for an eligible activity on the Website. Once an activity booking has been completed, you will no longer be able to purchase ACTIVE Refund for that activity.

### **4. When does my contract for ACTIVE Refund becoming binding?**

- 4.1 The contract between us relating to your purchase of ACTIVE Refund is not formed until we have acknowledged acceptance of your request to purchase ACTIVE Refund and have provided you with an order confirmation email.
- 4.2 The order confirmation email will include a receipt, an ACTIVE Refund Reference ID and detailed instructions for making an ACTIVE Refund request.
- 4.3 Any payment taken relating to your purchase of ACTIVE Refund will be fully refunded to you if your request to purchase ACTIVE Refund is later refused or rejected by us for any reason.

## 5. **Eligibility to purchase ACTIVE Refund**

5.1 The following eligibility criteria must be met in order to purchase ACTIVE Refund. The eligibility requirements apply to you as the individual paying for ACTIVE Refund, which may or may not be the individuals confirmed as the participants for the associated activity booking:

- a) You must be at least 18 years old. You may however purchase ACTIVE Refund in relation to an activity booking being made for a minor participant (i.e. someone under 18 years). You, rather than any participant, is the party entitled to the ACTIVE Refund, as set out in these Terms.
- b) Certain activity bookings may be paid in installments. ACTIVE Refund can be purchased for this type of booking, but the cost of purchasing ACTIVE Refund must be paid in full at the time of the initial installment payment and booking. The price for ACTIVE Refund is based on the total cost of the associated activity booking.
- c) If an activity booking is being made for multiple participants in a single transaction, ACTIVE Refund must be purchased in respect of all, or none, of the participants. ACTIVE Refund may not be purchased in respect of some participants in a transaction but not others.

## 6. **Making an ACTIVE Refund request**

6.1 ACTIVE Refund requests are subject to the following conditions:

- a) ACTIVE Refund requests can only be made in circumstances where you pay in full for the associated activity and the ACTIVE Refund product. In circumstances where full payment is not received, or amounts paid are subject to chargebacks or may be involved in fraudulent activity, any ACTIVE Refund requests will be refused.
- b) Cancelled Activities are not eligible for refunds through ACTIVE Refund (please see section [7] below).
- c) All ACTIVE Refund requests must be made on the ACTIVE Refund website.
- d) ACTIVE Refund requests must be submitted no later than midnight forty-eight (48) hours prior to the associated activity start date.
  - The 48 hour deadline above is determined by the UTC time zone. For the avoidance of doubt, an ACTIVE Refund request for an activity on a Saturday must be submitted no later than 11:59pm on the Wednesday prior to said activity.
  - The activity date is determined at the time of booking.
  - If the activity takes place over multiple days or weeks, the deadline to submit the ACTIVE Refund request is forty-eight (48) hours before the first day of the activity.
- e) ACTIVE Refund requests will be rejected if the associated activity registration fees and any other fees covered by ACTIVE Refund have already been completely refunded by the activity organiser. If a partial refund is received from the organiser, ACTIVE Refund will refund only the remaining outstanding amount.
- f) You are not required to provide a reason when making an ACTIVE Refund request. All eligible ACTIVE Refund requests will be approved.
- g) An ACTIVE Refund Reference ID and your email address is required to submit an Activity Refund request.

- h) If ACTIVE Refund has been purchased in relation to a single booking with multiple participants (meaning a single Reference ID has been issued), you may choose to submit an ACTIVE Refund request for specific participants while also keeping the bookings made in respect of other participants intact.
- i) ACTIVE Refund requests will be rejected if an associated activity booking is transferred to a new participant (this includes circumstances where any participants named in a booking are later changed).
- j) Upon submission of an ACTIVE Refund request, the activity booking associated with the request will be cancelled. If, after an ACTIVE Refund request is submitted, a previous participant wishes to take part in the associated activity, a new booking will need to be made for said activity. An activity booking made in respect of a participant may not be reinstated once an ACTIVE Refund request has been submitted.

## 7. **Cancelled Activities**

7.1 Cancelled Activities are not eligible for refund through ACTIVE Refund.

7.2 The following are defined as "**Cancelled Activities**," for which a refund through ACTIVE Refund is not available and an ACTIVE Refund request will not be approved or issued:

- a) Activities that are cancelled by the activity organiser for any reason;
- b) Activities that are postponed or rescheduled by the activity organiser for a different date than the date stated at the time of booking; and
- c) Activities for which bookings were originally sold as live or in person that are later converted or rebranded to be "virtual" activities.

7.3 In all such instances of a Cancelled Activity, the organiser of the activity will be solely responsible for the refunding of any registration fees according to the terms and conditions applying to the contract you entered into with them.

## 8. **Reimbursement of the cost of purchasing ACTIVE Refund**

8.1 The cost of purchasing ACTIVE Refund is generally non-refundable, except as expressly outlined below at sections [8.2 – 8.3] and section [10].

8.2 The cost of purchasing ACTIVE Refund will be reimbursed when all of the following circumstances are satisfied:

- a) you have not previously received a refund for the associated activity from the activity organiser;
- b) you have not previously exercised your legal right to cancel your purchase of ACTIVE Refund under section 10 below;
- c) you can demonstrate that the associated activity became a Cancelled Activity; and
- d) you request a refund of the ACTIVE Refund fee no later than forty-eight (48) hours after the activity date for the Cancelled Activity.

8.3 The cost of purchasing ACTIVE Refund will be refunded upon request if all of the above circumstances in Section 8.2 are satisfied, but the activity registration fee and any other fees originally covered by ACTIVE Refund will not be refunded. The organiser of the activity will be solely responsible for activity related refunds according to the terms and conditions applying to the contract you entered into with the activity organiser.

9. **ACTIVE Refund payments**

9.1 Valid ACTIVE Refund requests (or any reimbursement of the cost of purchasing ACTIVE Refund as permitted under section [8] above) will generally be paid within five (5) business days of approval of the request. The issuance of a refund may take longer than the five (5) business days in some circumstances. Such circumstances may include, for example, where delays are caused by reasons outside of our reasonable control. Refunded amounts will be issued to your original form of payment used at the time of booking.

9.2 The timescales for refunds in circumstances where you exercise your legal right to cancel your purchase of ACTIVE Refund will be made in accordance with the terms set out under section [10] below.

10. **Your legal right to cancel your purchase of ACTIVE Refund**

*This section [10] only applies to consumers based in the European Union and the United Kingdom only.*

10.1 You have a legal right to cancel your purchase of ACTIVE Refund within the relevant periods set out below. This means that, during the relevant period, if you change your mind or, for any other reason, you decide you do not want to proceed with your purchase of ACTIVE Refund, you can notify us of your decision to cancel and, subject to the provisions below, receive a full refund.

10.2 Your legal right to cancel your purchase of ACTIVE Refund starts from the date that you receive your order confirmation email. The deadline for you cancelling your purchase of ACTIVE Refund will end 14 calendar days after the date on which you receive your order confirmation email, unless any of the following take place during the 14 calendar day cancellation period:

10.2.1 you make an ACTIVE Refund request for the associated activity;

10.2.2 the associated activity becomes a Cancelled Activity; or

10.2.3 the deadline within which an ACTIVE Refund request would need to be made for the associated activity expires.

10.3 In the circumstances set out at section 10.2.1 – 10.2.3 above, you will lose your legal right to cancel your purchase of ACTIVE Refund (on the basis that you will have received the benefit of the ACTIVE Refund services from us). In circumstances where the associated activity becomes a "Cancelled Activity", the terms in section 8 above may however apply.

10.4 Where you exercise your legal right to cancel your purchase of ACTIVE Refund within the 14 calendar days (subject to the limitations set out above), you will receive a full refund of the price you paid for ACTIVE Refund.

10.5 To exercise your legal right to cancel your purchase of ACTIVE Refund under this section, you must inform us of your decision to cancel by making a clear statement. You can contact us in writing to tell us, by sending an e-mail, letter or the cancellation form included at annex 1 below to support@active.com. This will be a cancellation notification. You may wish to keep a copy of your cancellation notification for your own records. It is sufficient for you to send your cancellation notification before the cancellation period has expired.

10.6 We will process any legal cancellation refund due to you under this section [10] as soon as possible and, in any case, within 14 calendar days after the day you confirm that you would like to cancel your purchase of ACTIVE Refund. We will refund you using the same method of

payment used to place your order (unless you have expressly agreed otherwise). You will not incur any fees as a result of the refund.

- 10.7 Details of your legal right to cancel and an explanation of how to exercise it will also be provided in your order confirmation email.
- 10.8 Please note that by cancelling your purchase of ACTIVE Refund, the activity registration fee and any other fees covered by ACTIVE Refund will no longer be eligible for refund under ACTIVE Refund. In addition, please be aware that cancelling your purchase of ACTIVE Refund will not cancel any associated activity registration.

## 11. **Our liability**

- 11.1.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 11.1.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for breach of any obligations implied by applicable consumer protection laws; and for fraud or fraudulent misrepresentation.
- 11.1.3 We are not liable for business losses. We only supply ACTIVE Refund for domestic and private use. If you purchase ACTIVE Refund for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## 12. **Contacting us**

- 12.1 If you have any questions or complaints about ACTIVE Refund, please contact us. You can write to us at 5850 Granite Pkwy., Suite 1200, Plano, TX 75024 or email us at [support@active.com](mailto:support@active.com).

## 13. **Important terms**

- 13.1 We may transfer our rights and obligations under these Terms to another organisation. We will ensure that the transfer will not affect your rights under the contract.
- 13.2 You may only transfer your rights or your obligations under these Terms to another person if we agree to this in writing. We may not agree if we have good reason to refuse, which may include, for example, where we are likely to suffer a detriment as a direct or indirect result of the proposed transfer.
- 13.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these Terms.
- 13.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 13.5 If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking this contract,

that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

- 13.6 In the event a dispute has not been resolved between you and us, you may, free of charge, turn to the mediator Le CMAP, association Loi 1901 dont le siège social est situé au in order to solve amicably the dispute. You may turn to the mediator by:

39 avenue Franklin D. Roosevelt  
75008 Paris, France  
Site internet : [www.cmap.fr](http://www.cmap.fr)  
e-mail : [consommation@cmap.fr](mailto:consommation@cmap.fr)

- 13.7 These Terms shall be subject to English law and the Courts of England and Wales shall have non-exclusive jurisdiction over all claims or disputes arising in relation to, out of or in connection with any contract governed by these Terms. For the avoidance of doubt, you may bring a claim to enforce your consumer rights in connection with these Terms before the courts of England and Wales or the courts of your resident country, it being agreed and understood that in no case may the aforesaid governing law prejudice the level of consumer protection ensured by the laws of your country of residence.

