

GENERAL BUSINESS AND PARTICIPATION CONDITIONS

TERMS AND CONDITIONS OF PARTICIPATION

HYROX the Republic of Korea Season (2024/ 2025)

1. GENERAL INFORMATION

1.1. upsolut SPORTS GmbH with registered office at Bahrenfelder Straße 322 in 22765 Hamburg (“upsolut” or “Organising Licensor”) owns the license to the event “HYROX – the World Series of Fitness Racing” (HYROX) globally. The sports competition is designed as a series in the form of several events and the organization of our world championship as the season highlight and conclusion. Venues are various cities around the world. The competition will be held as an individual competition (single) in the divisions HYROX PRO MEN/ HYROX PRO WOMEN and HYROX MEN/ HYROX WOMEN and as a partner competition (DOUBLES) in the divisions HYROX DOUBLES MEN/ WOMEN/MIXED and as a relay competition (RELAY) in the divisions HYROX MEN/WOMEN/MIXED SEASON held.

1.2. HYROX KOREA LLC with registered office at 8, Gangnam-daero 53-gil, Seocho-gu, Seoul, Republic of Korea (“HYROX KR” or “we”) holds the licensing rights and organizes HYROX in the territory of the Republic of Korea.

1.3. HYROX events are organised and staged subject to all applicable laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including those relating to the environment, health and safety or sanitary measures in the context of Covid-19 of any governmental authority that apply to participants (“you”) (together “Applicable Laws”).

2. THESE TERMS & CONDITIONS

2.1. These Terms and Conditions (“T&Cs”) set out and comprise all of the legal terms applying between us and you in relation to your registration to participate in any HYROX events (or each an “Event”) taking place in the Republic of Korea (the “Territory”). They are part of the agreement that you are concluding with us when registering for an Event.

2.2. We reserve the right at our discretion to amend these T&Cs (and the format, date and structure of any Event), including if there is a change in the Applicable Laws or amendments due to changes in the event structure. If we do implement such changes, we will notify you of any such changes in advance.

3. EVENT REGISTRATION

3.1. To register to participate in any Event, you must via our website:

3.1.1. truthfully complete the Event booking form (which is available on HROX KR's website). In doing so, you must not use any false information or misrepresent the information of another person as applying to you. Anyone who uses false or misleading information or documents in order to gain entry will have their registration cancelled and may be banned from participating in future Events. The use of false documents to obtain an entry may be a criminal offense;

3.1.2. provide your consent to the storage and processing of your data in accordance with the provisions of the applicable general data protection regulations and our privacy policy as set out on our website hyroxsouthkorea.com;

3.1.3. confirm your acknowledgment and acceptance of these T&Cs; and

3.1.4. agree to pay HYROX KR the fee payable by you to HYROX KR in consideration of your participation in the relevant Event ("Fee").

3.2. Your completion of the above registration process constitutes a binding, irrevocable and unconditional offer by you to participate in the relevant Event in accordance with these T&Cs.

3.3. Once we confirm your registration by email, a binding contract is entered into between us for you to participate in the relevant Event in accordance with, and subject to, these T&Cs (to the exclusion of all other terms and conditions save where expressed to the contrary in these T&Cs).

3.4. In order to participate in any Event, you must:

3.4.1. be sixteen (16) years of age or older;

3.4.2. is in good health and physical condition;

3.4.3. is willing to disclose his/her state of health at the time of the Event if necessary, to be substantiated by evidence in the appropriate legally prescribed form;

3.4.4 be duly registered to participate for the Event;

3.4.5. Have duly personalized your Event ticket as documented by a QR-/barcode assigned to your ticket; and

3.4.6. be accredited in accordance with these T&Cs and in possession of an official start number.

3.5. You are solely responsible for assessing the health requirements for participation, if necessary after consulting a doctor. Please note that your state of health may change in the time between registering for the event and participation (e.g. due to viral infection, illness or injury). **You bear this risk alone; withdrawal from the contract due to subsequent virus infection, illness or injury is excluded!** You must bear any costs that you incur in providing proof in accordance with clause 3.4.3. Of these T&Cs.

3.6. If you are under the age of eighteen (18) at the time of registration, you must provide by upload a declaration of consent issued by your parent or other legal guardian, no later than 7 days before the Event in question. If you do not comply with this obligation in good time, this contract will become ineffective and you will receive a refund from us of the entry fee you have paid less the services fee already accrued in accordance with clause 5.2.

3.7. As a spectator, you are entitled to participate if you are in good physical condition and willing to provide evidence of your state of health at the time of the event, if necessary by providing evidence in the appropriate legally prescribed form, and have properly registered and are accredited for the event. Please note that as a spectator you also have to bear the risk of a subsequent deterioration in your state of health and any costs that you incur with the provision of a legally required proof. Withdrawal from the contract is excluded.

3.8. As the Organiser, we reserve the right to disqualify and/or exclude a participant from the event at any time and without any right to a refund of the participant fee, or associated costs of participation in the Events if:

3.8.1. provided false personal information during registration made data;

3.8.2. You have failed to personalized your ticket before the Event;

3.8.3. There is reasonable suspicion that you are not in generally good health;

3.8.4. your actions and/or omissions (whether before, during or after any Event) endanger the safety of any other participants, spectators or our staff members or other representatives; or

3.8.5. there is reasonable suspicion that you are in possession or under the influence of any substances (performance-enhancing or otherwise) at the time of any Event. .

3.9. Registration to participate in an Event may be done by using a voucher received in another HYROX event within Korea. Vouchers may not be transferred to any other person or third parties.

4. TRANSFER/CHANGE OF REGISTRATION

If you wish to change or transfer your ticket to participate as an athlete in an Event you may do so subject to the terms and conditions set out hereinafter. Please kindly note that we cannot provide for a change or transfer of your ticket to attend as a spectator in an Event. A ticket refund is excluded in any case (this also includes the add-on tickets “Sportograf Photo Package” and “Race With A Friend”).

4.1. Any change to the person(s) competing, the competition’s division and/or the date and place of the competition in accordance with clauses 4.2. to 4.7. Is subject to payment of (i) an additional fee if the price level of the modified ticket at the time of transfer and/or change is higher than at the time of registration and (ii) a processing fee of KRW 22,000 in regard to each amendment made.

4.2. Any change relating to the

4.2.1 participant who is competing in accordance with clause 4.5.1, 4.6.1, or 4.7.1 is limited to another person of the same gender than the original participant,

4.2.2 the Event you are competing at in accordance with clause 4.5.2., 4.6.2. and 4.7.2. is limited to another Event taking place in the same territory and during the same year that is still open for registration (i.e., not sold-out) in the corresponding division, and/or 4.2.3 division you are competing at in accordance with clause 4.6.3 is limited to the other division still being open for registration.

4.3. Any change of the division category (i.e., women to pro women, men to pro men and vice versa) is explicitly excluded. Furthermore, if you have registered to participate in any Event by using a voucher (as described in clause 3.9.), you may not change the participant competing at the Event in question.

4.4. You may make any of the registration amendments listed in clauses 4.5. to 4.7. online at <https://southkorea.hydrox.com/support>. Please note that any such amendments cannot be combined but must be made individually one at a time.

4.5. If you have register for an Event competing in a Single Division, you may change any of the following in relation to your registration ticket no later than one (1) week (11:59pm of the Friday prior to the relevant Event) before the start of the relevant Event:

4.5.1. the participant who is competing, and/or;

4.5.2. the date and place of the Event.

4.6. If you have register for an Event competing in a Doubles Event, you may change any of the following in relation to your registration no later than one (1) week (11:59pm of the Friday prior to the relevant Event) before the start of the relevant Event:

4.6.1. either or both of the participants who are competing,

4.6.2. the date and place of the Event, and/or

4.6.3. the division you are competing in from Doubles Division to Single Division if your partner is ill. Please note that there shall be no reimbursement of any Fee as the registration of your ill doubles partner becomes void.

4.7. If you have registered for an Event in a Relay Division, you may change any of the following in relation to your registration no later than one (1) week (11:59pm of the Friday prior to the relevant Event) before the start of the relevant Event:

4.7.1. any or all of the participants who are competing, and/or

4.7.2. the date and place of the Event.

5. THE FEE, CHARITY FEE, SERVICE FEE AND TERMS OF PAYMENT

5.1. All prices on our registration page may include statutory sales tax depending on the city of participation. For the Republic of Korea it is subject to a 10% Value-added tax (VAT)

5.2. Not included is the service fee (6%), which is incurred in connection with your online contract offer. This is specifically shown in the overview and must be paid by the participant in addition to the entry fee.

5.3. The VAT and service fee are due for payment immediately upon Event registration. Such payments may be made by:

5.3.1. credit or debit card;

5.3.2. Google Pay;

5.3.3. Apple Pay; and

5.3.4. Visa Checkout.

5.4. If payment is not processed for any reason whatsoever, HYROX KR is entitled to terminate our contract immediately without liability. You shall be liable for all costs reasonably associated with such termination.

6. ARRIVAL / ACCESS TO THE EVENT

6.1. Upon arrival at an Event and subject to your presentation of:

6.1.1. the official registration confirmation as a screen display (e.g. smartphone) or as a printout carrying a QR / barcode,

6.1.2. your identity card/passport, and

6.1.3. if applicable, the legally required proof of your state of health (e.g. proof of vaccination, current virus test result) current test result in digital or embodied form.

you will receive your starting documents and access to the event, provided you are obviously not showing any typical symptoms of illness (e.g. shortness of breath, coughing, fever).

6.2. Depending on your overall physical impression, HYROX KR may request further explanations regarding your health status. If you obviously have typical symptoms (e.g. shortness of breath, cough, fever) or other indications of a virus infection, we can ask you to issue the refuse entry documents and entry to the hall without entitlement to a refund of the entry fee.

6.3. The starting documents can neither be sent nor picked up by an authorized third party. Please check your starting documents for completeness upon receipt. The transponder for time measurement contained in the starting documents must be returned to the event staff in the finish area immediately after crossing the finish line. In

the event of loss, we will incur a loss of KRW 78,000.00, which we will assert against you after the event.

7. POSTPONEMENT / CANCELING OF THE EVENT

7.1. HYROX KR may, in the event of

7.1.1. force majeure (this includes, in addition to such external events that cannot be foreseen, controlled or averted by any party, which prevent the event from being held, any changes to the relevant Covid-19 protection regulations or the infection situation at the respective event location, any government actions or regulations that restricts the Event from commencing (e.g. social distancing measures and prohibition on group gatherings, any circumstances which may lead to the venue or government license or permits not being approved etc.) as well as riot, commotion, strikes, protests,

7.1.2. an insufficient number of participants,

7.1.3. an (other) official order/condition or

7.1.4. for reasons of safety and the protection of life, body and health of the participants, change the time or location of the event or cancel it altogether. In the event of a change in time and/or location, your contract of participation will continue to exist unless the specific adjustment is unreasonable for you in the individual case.

7.2. If the Event is canceled altogether or if, in the event of a postponement, it is not reasonable for you to participate in the event that has been relocated in terms of time/location, you are entitled to a free rebooking to an alternative HYROX event of your choice within the Republic of Korea.

7.3. If the above rebooking is not an option for you due to your personal circumstances, we will refund any entry fees you have already paid; this does not include VAT or the service fee incurred pursuant to clause 5.2.. Any further liability for damages (e.g. for travel expenses) on our part does not exist.

7.4. Notwithstanding clauses 7.2 and 7.3 of these T&Cs, if: (i) any Event for which you are registered is canceled or postponed; and (ii) you can demonstrate to HYROX KR's satisfaction that, as a result of the rebooking (clause 7.2.) or rescheduling (clause 7.3), you have been caused significant undue financial

hardship, HYROX KR may, at its sole discretion, refund the Fee to you.

- 7.5.** Any refunds of the Fee will exclude the service fee incurred pursuant to clause 5.2.

8. PARTICIPATION/INFRINGEMENT RISK, LIABILITY, LIMITATION AND DISCLAIMER OF LIABILITY

8.1. Participation is at your own risk! Participation in the event requires that you as a participant are healthy and in good physical condition. It is your responsibility to check your health beforehand. With your registration, accreditation and participation, you expressly declare that you are aware of the specific dangers of the event and that there are no health concerns regarding your participation.

8.2. In addition, with your registration you acknowledge that you can become infected with the SARS-CoV-2 virus or other viruses during the event as part of your participation. With your accreditation and participation in the event, you consciously take this risk.

8.3. Outside your own sphere of risk, we have unlimited liability for intent and gross negligence. In the event of a slightly negligent breach of a cardinal obligation, our liability is limited to foreseeable, contract-typical damage. We are not liable for slightly negligent breaches of secondary obligations that are not cardinal obligations. Cardinal obligations are those obligations the fulfillment of which is essential for the proper execution of the contract and the observance of which you, as our contractual partner, could rely on. The above exclusions of liability do not apply to damage resulting from injury to life, limb or health. The general statutory provisions apply here.

8.4. Please note that we assume no liability for lost clothing, valuables and equipment belonging to participants that were not handed over to us for safekeeping. You should therefore be insured accordingly. According to the above, the organizer is only liable for clothing bags provided for safekeeping in the event of intent and gross negligence.

8.5. Insofar as the organizer's liability is excluded or limited, this also applies to the personal liability of its employees, employees, representatives and vicarious agents.

9. PRIVACY AND DATA PROTECTION, PHOTO AND IMAGE RIGHTS

9.1. You acknowledge and agree that HYROX KR may use any information provided by you for the following purposes:

- 9.1.1. the enforcement of HYROX KR's legal rights;
- 9.1.2. to publish information relevant to participants' finishing times in the Events;
- 9.1.3. to send you health and safety and other relevant information relating to the Events;
- 9.1.4. to notify you of events, activities, publications and services that may be of interest to you should you consent to receiving these from HYROX KR;
- 9.1.5. to notify you of any amendments to these T&Cs and/or any of the Events in accordance with clause 2.1; and
- 9.1.6. to comply with the Applicable Laws.

9.2. upsolut and appointed licensees of the HYROX brand are entitled, either itself or through authorized third parties, to make audio and video recordings and photos of the event as well as the names, images and voices of the participants during the competition (collectively "media content") and to use these for documentation, information and advertising purposes in all media (print, TV, radio, internet, events) without any restrictions in terms of time or location and to allow the official HYROX partners/sponsors the same unrestricted use and application.

9.3. upsolut appointed licensees of the HYROX guarantees that the media content produced at the events will only be used in connection with HYROX, even if passed on to authorized third parties.

9.4. upsolut and appointed licensees of HYROX have the right to store, use, broadcast, display, reproduce and/or store all media content in all media, such as in particular on radio, television, cinema at events, on data carriers or on the Internet to be published without spatial restrictions. This also includes the right to make changes, edits, interruptions, deletions or other modifications to the Media Content and to use it without restriction. In addition, upsolut is entitled to transfer these rights to third parties.

9.5. The participant has no right to approval of the media content produced, to be named as a participant or to be granted a financial advantage if it is mentioned or depicted or reproduced on image and/or audio material.

- 9.6. Sportograf Digital Solutions GmbH, whose registered office is at 170 Süsterfeldstrasse, 52072, Aachen, Germany (“Sportograf”) will digitally photograph HYROX on HYROX KR’s behalf. In addition, Sportograf offers you the opportunity to purchase competition pictures from it. You may also purchase a photo package from HYROX KR when making your HYROX booking as annex to your registration. In this case you will enter into an agreement with us. You consent to Upsolut sharing any of your data with the Sportograf and agree to be contacted by the Sportograf in relation to your participation in the Event. Upsolut or HYROX KR shall require the Sportograf not to share your data with any party other than Upsolut or, HYROX KR for marketing purposes.
- 9.7. In relation to medical matters, you agree that:
- 9.7.1. your personal information may be stored, used and disclosed by Upsolut or HYROX KR in connection with the organisation and administration of the Events and for the compilation of statistical information. If you become ill during or after an Event and/or receive medical attention or treatment either from medical staff, other medical service providers to the Events as contracted by Upsolut or HYROX KR, or any doctor or hospital, you authorise such persons to provide details (including details of medical treatment) to HYROX KR or others authorised by them; and
- 9.7.2. you consent to medical assistance and/or medical care being given to you in the case of illness, injury or an emergency situation, should this occur during an Event, such assistance to be given by HYROX KR, its employees, contractors or other trained personnel conducting the Events (which may include the use of anaesthetics).
- 9.8. You shall not take, record and/or transmit any sound, image and/or description of the Events other than for your exclusive, private and domestic use (which, for the avoidance of doubt and by way of example only, shall not include recording and/or transmitting any sound, image and/or description of the Events for any commercial purposes).

10. COMPETITION RULES

The regulations of the HYROX Rule Book apply to the event (available at www.hyrox.com and www.hyroxsouthkorea.com). By registering, the participant accepts these regulations as binding.

11. GENERAL

- 11.1. These T&Cs have been drafted in the English language and may be translated into other languages. In the event of any discrepancy between the English and any translated version, the English version shall prevail.
- 11.2. The contract between us constitutes the entire agreement between the parties and no party shall have any claim or remedy in respect of any statement, representation, warranty or undertaking, made by or on behalf of any other party in relation to our contract which is not already set out in these T&Cs.
- 11.3. The contract between us (including these T&Cs) is governed by the laws of the Republic of Korea. The parties agree that the courts of Korea have exclusive jurisdiction to settle any dispute arising under or in connection with our contract. Notwithstanding the foregoing:
 - 11.3.1. HYROX KR reserves the right (exercisable at its sole discretion) to pursue legal proceedings against you in the courts of Korea. If HYROX KR elects to issue proceedings in the courts of, such proceedings shall be governed and interpreted in accordance with Korean law; and
 - 11.3.2. you reserve the right (exercisable at your sole discretion) to pursue legal proceedings against us in the courts of Korea. All such proceedings shall be governed and interpreted in accordance with the laws of the jurisdiction in which those proceedings are issued.

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Status: Hamburg, April 20, 2024

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Status: Republic of Korea, April 20, 2024