

Kernow Events Ltd

General Terms of Purchase

These terms (the “Terms of Purchase”) are designed to ensure your satisfaction and understanding of the purchase process for events operated by Kernow Events Ltd. If you have any questions, please contact us at hello@kernowkiller.com. Your purchases on any site used to register for a Kernow Events Ltd event are subject to these Terms of Purchase. For clarity, these Terms of Purchase relate to both Kernow Killer and Kernow Thriller events.

1. Authority to Register and/or to Act as Agent.

- a) You represent and warrant to Kernow Events Ltd that you have full legal authority and capacity to complete the registration for the Event (“Event Registration”), including accepting these Terms of Purchase, on behalf of yourself and/or, where applicable, any party for whom you are registering (the “Registered Parties”), including full authority to make use of the credit or debit card to which fees related to Event Registration (defined below) will be charged.
- b) As used in these Terms of Purchase, (a) “Kernow Events Ltd” means and includes Kernow Events Ltd, its franchisees and licensees, any and all subsidiaries and affiliated entities thereto, and each of their respective officers, employees, contractors, subcontractors, agents, representatives, successors and assigns; and (b) “you” or “your” means and includes you (as an individual) and all other Registered Parties for whom you are registering, and by virtue of agreeing to these Terms of Purchase, for whom you are waiving certain rights.
- c) If you are registering a child under the age of 18 or an incapacitated adult, you represent and warrant that you are the parent or legal guardian of that party and have the legal authority and capacity to enter into these Terms of Purchase on that child’s behalf.
- d) Further, by proceeding with Event Registration, you agree that these Terms of Purchase shall apply equally to all of the Registered Parties. To the extent permitted by law, you agree that these Terms of Purchase, whether for yourself and/or on behalf of another Registered Party (including, without limitation, any minor) to indemnify, defend, and hold Kernow Events Ltd harmless from any liability, claim, demand, cause of action, damage, loss, or expense (including court costs and reasonable lawyers’ fees) of any kind or nature (each, a “Claim” and collectively “Claims”), even in the event the Claim arises because a Registered Party is found by a court of competent jurisdiction to not be bound by these Terms of Purchase. In addition, if, despite these Terms of Purchase, any of the Registered Parties makes a Claim against Kernow Events Ltd, you agree to defend, indemnify, and hold Kernow Events Ltd harmless from such claim.

2. Payment methods.

- a) The current and correct payment methods will always be displayed on the website www.kernowkiller.com ‘entry and costs’ page.

3. Whom you are buying from.

- a) SIEntries Ltd acts as the agent to Kernow Events Ltd in connection with the registration process for the Events. When you purchase an Event Registration for one or more Events, SIEntries Ltd will process the transaction and collect payment.

4. Pricing, Fees and Availability.

- a) Events have a limited capacity, therefore Event Registration may sell out quickly. Prices may vary depending upon availability, selected start time window, venue requirements and/or regulations, and we reserve the right to change prices at any time. Prices are likely to increase several times in the months prior to an event. For circumstances where the customer has trouble registering online within 24 hours before a price increase and contacts customer support within 48-hours of the error, Kernow Events Ltd will offer the previous price to the customer via either a discount code or refund for the difference in price.
- b) We may charge a processing fee in connection with your registration for an Event ("Processing Fee"). We may charge such fees at any time without notice prior to your purchase. Where we do charge processing fees, these will be clearly identified. Processing Fees are non-refundable. Unless otherwise stated in these terms and conditions.
- c) All Event Registration entry fees, including any Processing Fees, are subject to sales tax at the prevailing rate. VAT is charged at the rate of 20%.

5. Cancelled and Rescheduled Events.

- a) You bear all risks of inclement weather. You understand and agree that we reserve the right to cancel the Event because of circumstances beyond the reasonable control of Kernow Events Ltd including, without limitation, adverse weather (including, but not limited to, heat, tornadoes, earthquakes, fires, storms, lightning and floods), accidents, acts of war or terrorism, military conflicts or riots, epidemics, pandemics, global health crises, strikes, the death of a leading member of the British Royal Family, low entry numbers, and any legislation, regulations, ruling or omission of any relevant government, court, competent national authority or governing body, on advice of any security or police force, health authority and/or local authority consent or approval (or withdrawal of such consent or approval) or for any reason that would affect the safety and security of Event participants and/or spectators, or the feasibility of the Event to be held. If an Event is cancelled or postponed you will be permitted to transfer/defer your registration to another Event, as set forth below. If you are unable to transfer/defer your registration, we may issue you a refund for the amount paid for the Event Registration less any Processing Fees. If a refund is issued, it will be issued using the same method of payment that was used to purchase the Event Registration.
- b) We reserve the right to alter the start time of the Event. In the event of a change of start time you will be notified of the revised start time with as much notice as reasonably practicable. No refund in full or in part shall be made for any change in start time for the Event, provided the Event takes place on the specified date of the Event.

- c) We reserve the right to amend the Event format, including changing the course and the distance, at our sole discretion. If the Event format, course, or distance, is changed, you will not be entitled to any refund and there shall be no further liability whatsoever arising from such change of format, course, or distance.
- d) We reserve the right to change the date of the Event. In the event of such change of date of the Event, and if you are unable to attend on the revised date, you have 30 days to inform us in writing from when the change in date is announced to receive a free deferral of your Event Registration into another Event in the same calendar year. If you are unable to transfer/defer your registration, we may issue you a refund for the amount paid for the Event Registration less any Processing Fees. If a refund is issued, it will be issued using the same method of payment that was used to purchase the Event Registration.
- e) Under no circumstances will we be liable for travel or any other expenses that you or anyone else incurs in connection with a cancelled or postponed Event, or any deferral.

6. Refunds.

- a) Before purchasing an Event Registration, you should carefully review your purchase. We offer a 48-hour refund policy for unused Kernow Events Ltd Registrations purchased online. After your purchase you have 48-hours to consider requesting a refund. After 48-hours sales are considered final and purchases are not refundable except as expressly set out in these Terms of Purchase.
- b) Without limiting your rights under law, you agree that you will not attempt to evade, avoid, or circumvent any refund prohibitions in any manner with regard to an Event registration that you purchased (for example by seeking, without good reason, a "chargeback" from the bank or credit card company that issued the card you used to purchase an Event registration from the Site).
- c) Event Registrations are personal and cannot be transferred to another person except as detailed in Section 7.
- d) We may cancel, relocate or change an event if circumstances beyond our control arise including, but not limited to, those circumstances detailed in Section 5 (a). In such circumstances you will be given the option to transfer to another event, or to receive a refund of your Event Registration.
- e) We will offer refunds with proof of military deployment or required training dates that will interfere with event participation. Refunds are offered for the active duty member and immediate family members residing at the same address.
- f) In the event that you are unable to use the Event Registration you purchased, you may be permitted to transfer/defer your Event Registration in accordance with the transfer policy in Section 7.

7. Transfers.

- a) Event Registrations may be transferred as outlined in this Section 7. When transferring a registration, the participant will normally be responsible for the

difference in price between the price paid for their Event Registration and the current price for the Event Registration they are transferring into. No refund will be provided where the price of the Registration being transferred into is lower than the price originally paid. Registrations can only be made to events, formats and start times that have availability. If an event, format or particular start time you wish to transfer to is sold out it will not be possible to transfer.

- b) **Transfer format within an Event (eg Thriller to Killer)** – Customers can transfer to another format, within the same event, by emailing us at hello@kernowkiller.com but this request must be received at least 7 days in advance prior to the scheduled event start date. There is no additional Transfer Fee. Customers will be charged the difference between the price they originally paid and the current price of the ticket they wish to transfer into. There will not be any refund for transfers into a shorter (thus cheaper) event. Customers can only transfer into a format and start time that has availability.
- c) **Transfer to a different Event** – Customers who can no longer participate can transfer into a different Event by emailing us at hello@kernowkiller.com but this request must be received at least 14 days in advance prior to the scheduled event start date. No transfer fee is applicable.
- d) **Transferring to a different Person** – Customers who can no longer participate can transfer their Entry to another participant for the scheduled event date only by emailing us via the contact page but this request must be received at least 14 days in advance prior to the scheduled event start date. No transfer fee is applicable.

8. Billing Information Verification and Order Confirmation.

- a) Event Registration is subject to credit card approval, and is processed only after a billing address, and other billing information, has been verified. Occasionally, we receive incorrect billing or credit card account information for an Event Registration that can delay processing and delivery. In these cases, our customer service or registration services will attempt to contact you, using the information provided at the time of purchase. If we are unable to reach you after our initial attempt, we may cancel your order without further notice (in which case you will not be charged).
- b) Notwithstanding the above, if you do not receive a confirmation number (in the form of a confirmation page or email) after submitting payment information, or if you experience an error message or service interruption after submitting payment information, it is your responsibility to confirm via Kernow Events Ltd customer service contact us page whether or not your order has been placed. Only you may be aware of any problems that may occur during the purchase process. We will not be responsible for technical faults or any losses (monetary or otherwise) if you assume that an order was not placed because you failed to receive confirmation.

9. Assumption of Risk and Consent to Medical Care.

- a) The Event involves inherent risks and dangers to participants and observers and, accordingly, you participate or observe at your own risk. Kernow Events Ltd does not conduct health or fitness checks on Event entrants or participants. Events are often

held in remote areas or on rugged terrain, and under varying weather conditions. Kernow Events Ltd is committed to providing a safe and enjoyable Event experience for participants and spectators; however, injury can occur. Stay alert at all times before, during and after the Event. If injured, immediately ask a staff member to call for medical assistance or for directions to a medical station. ALL participants must read and sign the Waiver prior to starting any course.

- b) You represent and warrant that you (and any Registered Parties) are in good physical condition, are able to safely participate in the Event, and have no medical condition that would make your (or any Registered Parties') participation in the Event more hazardous. You consent to medical care and transportation in order to obtain treatment of injury to you and understand that these Terms of Purchase extend to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency and/or injury. You understand that no medical care may be available, but if it is, you assume liability for any and all medical expenses incurred as a result of your participation in the Event (where such medical expenses are not provided on a free of charge basis by any medical services organizations, clinics, or hospitals), including, but not limited to ambulance transport, hospital stays, physician, and pharmaceutical goods and services.
- c) You represent that you (and any Registered Parties) have read, understood and will abide by, Kernow Events Ltd COVID-19 Safety Guidelines. Further, you represent that you will not attend the Event if you are showing symptoms of COVID-19 or have been in recent contact with someone who is.

10. Liability

- a) Subject to Section 11(b) below, Kernow Events Ltd shall not be liable to you for any reason under or in relation to these Terms of Purchase, or an Event for any:
 - a. loss of profit;
 - b. loss of reputation;
 - c. loss of data;
 - d. loss of business, revenue or goodwill;
 - e. loss of anticipated savings;
 - f. pledges made on your behalf or by you to a charity;
 - g. your travel or other expenses incurred in relation to any cancelled or postponed Event;
 - h. any other indirect or consequential loss or damage,
- b) in each case regardless of whether such loss or damage is reasonably foreseeable or is in the contemplation of parties.
- c) Without limiting the foregoing, Kernow Events Ltd will not be responsible for (i) the use or the inability to use the Kernow Events Ltd products or services; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Sites; (iii) your participation in any promotion or program coordinated by Kernow Events Ltd; (iv) personal injury (other than arising

due to negligence by or on behalf of Kernow Events Ltd); (v) unauthorized access to or alteration of your transmissions or data; (vi) statements or conduct of any third party on the Kernow Events Ltd Sites; (vii) any other matter relating to the Sites, or Kernow Events Ltd products or services.

- d) You agree that, subject to Section 10(d) below, Kernow Events Ltd.'s maximum liability to you, for any reason or cause whatsoever, shall not exceed the total amount of monies received by Kernow Events Ltd from you.
- e) Nothing in these Terms of Purchase shall be construed as limiting or excluding Kernow Events Ltd.'s liability for: death or personal injury resulting from negligence, fraud or fraudulent misrepresentation or any other matter for which it would be illegal or unlawful to exclude or attempt to exclude liability. Your statutory rights as a consumer are not affected by these Terms of Purchase.

11. INDEMNITY.

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS KERNOW EVENTS LTD FROM ALL CLAIMS ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THE SITE, OR ANY VIOLATION BY YOU OF ANY THESE TERMS OF PURCHASE.

12. DISCLAIMER OF WARRANTIES.

YOU EXPRESSLY AGREE THAT USE OF KERNOW EVENTS LTD'S SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. KERNOW EVENTS LTD MAKES NO WARRANTY THAT THE SITE'S SERVICES WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE. KERNOW EVENTS LTD EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. KERNOW EVENTS LTD DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ON, OR PROVIDED IN CONNECTION WITH, THE SITES. KERNOW EVENTS LTD IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS, OR FOR THE RESULTS OBTAINED FROM THE USE OF SUCH INFORMATION.

13. License; Ejection; No Redemption Value.

- a) You agree to observe and obey all posted rules and warnings, to follow any instructions or directions provided to you by Kernow Event Ltd and/or the owner of the venue where the Event is hosted (the "Venue Owner") and to abide by any decision of any Event official relative to your ability to safely participate in or attend the Event. You understand and agree that you are expected to exhibit appropriate behaviour at all times while at the Event and to obey all applicable laws or rules issued by Kernow Event Ltd or the Venue Owner (the "Event Rules") while participating in or attending the Event. This includes, generally, respect for other people, equipment, facilities, or property. You agree that Event officials may disqualify you from the Event and/or eject you from the Venue premises, without refund, should your behaviour, in the opinion of Kernow Event Ltd or the Venue Owner, endanger the safety of the Event or violate the Event Rules.
- b) Breach of these Terms of Purchase or any applicable rules will terminate your license to attend the Event without refund and may also, at the discretion of Kernow Event Ltd, prohibit you from registering and/or attending future Kernow Event Ltd events.

An Event registration is a revocable license and admission may be refused for any other reason upon refunding the face amount of the Event registration. An Event registration receipt is not redeemable for cash.

14. Collection And Use Of Data.

- a) You on behalf of yourself, and, if applicable, your Registered Party(ies), agree and consent to Kernow Event Ltd collecting and using your personal information provided during registration for the Event for purposes in accordance with the Kernow Event Ltd Privacy Policy

15. Recording, Transmission and Exhibition.

- a) You agree that the Event is a public event, that your appearance and actions inside and outside the Venue where the Event occurs are public in nature, and that you have no expectation of privacy with regard to your actions or conduct at the Event. You, on behalf of yourself, and, if applicable, your Registered Party(ies), irrevocably grant unlimited permission to Kernow Event Ltd to use, reproduce, sell, disseminate and distribute any and all photographs, images, videotapes, motion pictures, recordings, or any other depiction of any kind of your (or your child/ward's) participation in an Event or related activity for any legitimate purpose in perpetuity and you understand that you (or your Registered Party(ies)) will not be entitled to any compensation in connection therewith.
- b) You further hereby irrevocably and absolutely grant permission to the Kernow Event Ltd to film, videotape and record your (or your Registered Party(ies)) performance of in the Event and subsequently to telecast, sell, distribute and otherwise utilize the same in whatever manner Kernow Event Ltd shall deem appropriate. Such permission shall include granting the unlimited and irrevocable rights to Kernow Event Ltd, without compensation of any kind to you (or your Registered Party(ies)), to use, reproduce or broadcast, your (or your Registered Party(ies))' name, nickname, image, likeness, voice, photograph, signature facsimile, and biographical information in connection with the Event.
- c) You acknowledge that Kernow Event Ltd shall have unlimited right throughout the world to copyright, use, reuse, publish, republish, broadcast and otherwise distribute depictions of or information about you (or your Registered Party(ies)) and all or any portion of the Event in which you (or your Registered Party(ies)) may appear on any and all radio, network, satellite and local television programs and in any print materials and in any other format or media (including electronic media) now known or hereafter devised in perpetuity and without compensation.

16. Safety and Security.

- a) You and your belongings may be searched on entry to or at the Event. You consent to such searches and waive any related claims that may arise. If you elect not to consent to such searches, you may be denied entry to or ejected from the Event without refund or other compensation.
- b) Certain items may not be brought onto the premises of any Event Venue, including without limitation, alcohol, drugs, controlled substances, firearms, or knives. You understand and agree that you are responsible for taking care of your own

belongings during the Event and, to the maximum extent permitted by law, neither Kernow Event Ltd nor the Venue Owner is responsible for any personal item or property that is lost, damaged or stolen at the Event.

17. Unlawful Resale of Event Registration; Promotions.

- a) Unlawful resale (or attempted resale), counterfeit or copy of Event passes or promotional codes are grounds for seizure and cancellation without compensation. You are responsible for complying with all applicable ticket resale laws. Promotional codes or passes may not be used for advertising, promotions, contests, or sweepstakes, unless formal written authorization is given by us.

18. Severability.

- a) If any provision of the Agreement is invalid or unenforceable, in whole or in part, the validity of the remainder such provision and these Terms of Purchase shall not be affected.

19. Dispute Resolution.

- a) These Terms of Purchase shall be governed by English law, and the parties submit to the exclusive jurisdiction of the English courts.