

## DYNAMIC RACE EVENTS REFUND PROGRAM POLICIES

### What We Will Refund

The Refund Program reimburses you for the **Registration Cost (base registration fee and tax only, processing fees are non-refundable)** of a non-refundable, unused **Entry**, less any Refunds if a **Registrant** is unable to use their **Entry** due to one or more of the following reasons:

1. Any serious **Injury** or any unforeseen serious **Illness** occurring to a **Registrant** which results in a **Registrant** being unable to attend the **Event** for which the **Registration** is purchased. In the case of such **Injury** or **Illness**, the **Registrant** must be examined by a **Medical Doctor/Physician**, who must advise the **Registrant** in writing not to attend the **Event** and including the date noting the first time the Doctor saw the Registrant for the injury or illness.
2. Any serious **Injury** or any unforeseen serious **Illness** occurring to a **Registrant's Immediate Family Member** which requires the **Registrant** to provide primary care to that person. In the case of such **Injury** or **Illness**, the **Registrant's Immediate Family Member** must be examined by a **Physician**.
3. Any serious **Injury** or any unforeseen serious **Illness** occurring to a **Registrant's Immediate Family Member** that is considered life threatening or requiring hospitalization. In the case of such **Injury** or **Illness**, the **Registrant's Immediate Family Member** must be examined by a **Physician**.
4. A **Registrant** receiving a positive **COVID-19 Test** resulting in the **Registrant** being unable to attend the **Event** due to a requirement to self-isolate. You must provide evidence of a positive **COVID-19 Test**. Self-administered tests are not admissible.
5. A **Registrant** who is deemed to be in a high-risk group and is advised by a **Physician** not to attend the **Event**. **Registrant** must not have knowledge of being in a high-risk group at the time of purchase.
6. A **Registrant's** death on or within 30 days prior to the **Event**.
7. The death of a **Registrant's Immediate Family Member** on or within 30 days prior to the **Event**.
8. A **Registrant** being directly involved in a traffic **Accident** on the day of the **Event**, that causes damage to a **Registrant's** vehicle that creates an immediate need for repair to ensure the safe operation of the vehicle.
9. A **Mechanical Breakdown** of a **Registrant's** vehicle within 48 hours of the **Event**, resulting in the non-use of the vehicle as transportation to the **Event**. You must provide proof of the **Mechanical Breakdown**, such as a tow truck or mechanic's receipt or a police report.

10. A Registrant who is on **Active Military Duty** having been deployed overseas at the time of the **Event**.

11. A **Registrant** being directly or indirectly involved in a traffic **Accident** en route to departure on a **Common Carrier** resulting in the **Registrant** missing transportation to the **Event**, provided that the transportation was scheduled to depart no more than 48 hours prior to the **Event**, and the **Common Carrier** was unable to accommodate the **Registrant** on later transportation which would arrive in time to attend the **Event**.

12. A **Registrant** not arriving at the venue due to a delay by the **Common Carrier** used for transportation.

13. Severe weather conditions which result in the **Registrant's** inability to attend the **Event**. The **Registrant** must be unable to reach the **Event** by car or **Common Carrier**. This does not include weather such as heavy snowfall with roads open, ice on roads, or abnormally heavy rain, unless the intervention of authorities is involved. If the **Event** is cancelled due to weather, the **Registrant** will not qualify for a refund.

14. Fire, burglary, vandalism or **Natural Disaster** which causes the **Registrant's** home to be uninhabitable after the purchase of **Tickets** and before the date of the **Event**.

15. Fire, burglary, vandalism, flood, or **Natural Disaster** which causes the **Registrant's** place of work to be unsuitable for normal business practice after the purchase of **Tickets** and within 48 hours of the **Event**.

16. A **Registrant's** or their **Spouse's** job is relocated 100 miles or more from the **Registrant's** primary residence. Accepting a new job with another employer is not considered relocation and does not qualify for a refund.

17. A **Registrant** or their **Spouse** being laid off or terminated through no action or fault of their own, after at least 3 continuous years of permanent employment with the same employer. The termination must occur after the purchase date. Self-employed workers, volunteer workers, or any other unpaid workers do not qualify for a refund.

18. A **Registrant** being required to serve jury duty or being served with a subpoena or court order requiring attendance in court the day the **Event** is scheduled, preventing attendance of the **Event**.

### **What We Will Not Refund**

No refund will be provided as a result whether directly or indirectly of the following:

1. Alcohol or substance abuse; or conditions or physical complications related thereto of a Registrant or a Registrant's Immediate Family Member;
2. Any general restrictions imposed on traveling or gathering as a result of COVID-19;

3. Any consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolutions, insurrection, military or usurped power, riot, civil commotion strikes, lockout, terrorism, malicious intent or vandalism, confiscation or nationalization of or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
4. Nuclear reaction, radiation or radioactive contamination;
5. Terrorism;
6. Pollution or threat of pollutant release;
7. Any unlawful acts committed by a Registrant or Registrant's Immediate Family Members
8. The Event being canceled by the venue or promoter for any reason (including bad weather);
9. Lost or stolen Tickets;
10. Dental treatment, except as a result of an Injury to sound natural teeth;
11. Participation in any military service, maneuver or training exercise not overseas;
12. Inability to obtain a visa required for travel;
13. Making a false or fraudulent refund application or support a refund application by false or fraudulent document, device or statement;
14. Refund request more than 7 days after the Event for travel related claims
15. Refund requests after event day for illness or injury claims;
16. Refund requests made within the timeframe required, but not providing the substantiating documentation within 14 days after the request.
17. Any expected or foreseeable events not listed under the What We Will Refund section
18. No longer wishing to participate
19. Social events (weddings, graduation, baptisms)

### **General Conditions**

- You must provide sufficient documentation to verify your refund request falls under one or more of the reasons listed in the What We Will Refund section.

- Doctors note for injury or illness. Definition of Medical Doctor/ Physician can be found below in the Definitions. Notes from other medical professionals (ND, NP, physiotherapists, chiropractors, etc.) are not accepted for the purposes of making a claim,
  - Letters are required from employers for claims involving unexpected travel at the time of the event, terminations, transfers, etc.
- You must make all necessary arrangements to arrive at the Event on time.
  - You must not be aware of any material fact, matter or circumstance, at the time the refund protection was purchased, which may give rise to a refund request.
  - You must take all reasonable precautions to prevent or reduce any request for a refund.
  - Unless we agree otherwise:
    - o the language of this document and all communications relating to it will be English; and
    - o all aspects of the contract, including negotiation and performance, are subject to English laws and the decisions of English courts and any legal actions must be filed in the Courts of the Province of Alberta, in the city of Calgary.
  - Refund protection is non-refundable unless canceled within 14 days of purchase and the Event has not taken place. To cancel the refund protection, you need to contact the vendor within 14 days of the original purchase date.

## **Definitions**

- **Accident** means an unexpected, unintended, unforeseeable event.
- **Active Military Duty** means serving in the armed forces.
- **Common Carrier** means an entity licensed to carry passengers for hire by air, or on land or water. Common Carrier does not include vehicle rental companies.
- **COVID-19** means Coronavirus disease known as COVID-19.
- **COVID-19 Test** means a positive test for COVID-19 that can be evidenced and requires a Registrant to self-isolate.
- **Event** means an experience or a series of experiences, with specified or expiration dates, that a Registrant reserves, registers, attends, or participates in such as sports, performing arts, camps, tournaments, conferences, lodging, specialized classes, spa treatments, or other similar experiences.

- **Illness** means a sickness, infirmity, or disease that begins after the Ticket is purchased, prevents Registrant from attending the Event, and is not a Pre-existing Condition.
- **Immediate Family Member** means a Registrant's spouse, parent, child, foster child, step-child or child-in-law.
- **Injury** means bodily injury caused by an Accident, directly and independently of all other causes and sustained on or after the purchase date and before the Event Date.
- **Mechanical Breakdown** means a mechanical issue which prevents a vehicle from being driven, a flat tyre requiring professional roadside assistance, or a vehicle becoming inoperable. Mechanical Breakdown does not include running out of fuel, the need for routine maintenance, or inoperability because of lost, unavailable or stolen keys.
- **Natural Disaster** means flood, wildfire, hurricane, tornado, earthquake, tsunami, volcanic eruption, blizzard or avalanche that is due to natural causes.
- **Physician/ Medical Doctor** means a licensed/qualified medical practitioner who is practicing within the scope of his or her license/qualification and who is licensed to prescribe and administer medication and to perform surgery that is appropriate for the condition and locality. A Physician does not include someone residing in Your home, an Immediate Family Member, or Your in-laws (parent, child, sibling), aunt, uncle, niece, nephew, or legal guardian.
- **Registrant** means the person to whom this ticket is issued and has incidence of ownership under this ticket. Registrant does not include a Ticket Reseller.
- **Registration** means the registration or reservation required to attend or participate in an Event and paid for in full by You. A ticket is deemed used once the Registrant attends any part of the Event.
- **Refund** means:
  - o Money returned to You by the supplier;
  - o Any credit or voucher for future events You receive or are entitled to receive from the supplier; or
  - o Any credits, recoveries or reimbursements You receive or are entitled to receive from Your employer, a credit card issuer or any other institution.
- **Spouse** means a Registrant's lawful spouse as defined by law and includes civil unions and domestic partners.
- **Ticket Cost** means the total amount paid for one Ticket, including any prorated taxes. Ticket Cost does not include costs added after the refund protection has been provided.

· **Ticket Reseller** means a person or entity that buys tickets for the purpose of resale, and includes any marketplace designed to facilitate such resale. Ticket Reseller includes ticket scalpers and ticket brokers.

All questions and claim requests must be submitted to **regprotection@dynamicraceevents.com**