



I Run the Globe is your official travel partner for the Rock 'n' Roll Running Series Las Vegas

# Rock 'n' Roll Vegas Running Series

Sunday Feb 26, 2023

2022 I Run the Globe Inc.

WELCOME TO Fabulous LAS VEGAS NEVADA



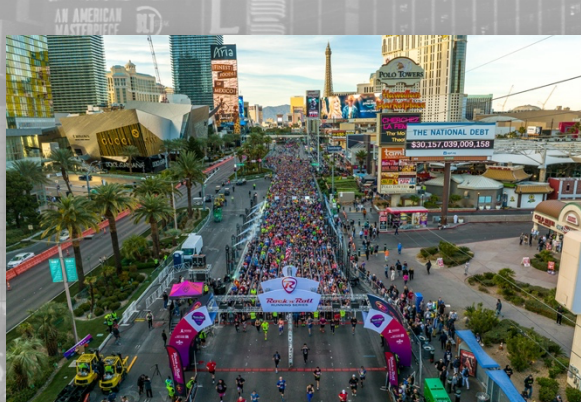




## Details

I Run the Globe is excited to provide **guaranteed entry** and lodging options for the 2023 edition of the Vegas Running series.

This isn't just a race; it's the ultimate running party in the world's entertainment capital. We've brought you the only race where you can stay out all night and sleep all day in the city where everything is bigger and brighter. This party does not begin until the **sun sets**.



The race is well-known for its **flat terrain**. You will start and finish on Las Vegas Boulevard.

The half marathon will take place entirely on the Strip.



Throughout the race, the Rock 'n' Roll organization provides runners with multiple **music stages**. This maintains a warm atmosphere throughout your 21K journey.



Aside from running, how about exploring "Sin-City"? Las Vegas has a plethora of shows, including the well-known "Cirque du Soleil." And, of course, Vegas is the **gambling capital** of the world. Finally, because the city is surrounded by a desert, you must see its amazing landscapes, such as the "Valley of Fire."





## Our Packages

I Run the Globe is an official International Tour Operator of the Rock 'n' Roll Running Series Las Vegas. We have an allocation of a limited amount of guaranteed entries. These are exclusive to runners acquiring our travel packages. Those are available on a first come first serve basis. We are not permitted to sell entries only!

Those entries are secured with the purchase of the following bundles:

Rates per person (2 per room)	
<b>3 nights</b> Fri 24 <sup>th</sup> to Mon 27 <sup>th</sup>	<b>4 nights</b> Thu 23 <sup>th</sup> to Mon 27 <sup>th</sup>
<b>CA \$495</b>	<b>CA \$575</b>
* Those rates are available when 2 runners travel together. However, if you are travelling alone and we cannot find a roommate, single rates will apply.	

Single Rates	
<b>3 nights</b> Fri 24 <sup>th</sup> to Mon 27 <sup>th</sup>	<b>4 nights</b> Thu 23 <sup>th</sup> to Mon 27 <sup>th</sup>
<b>CA \$990</b>	<b>CA \$1,145</b>

Not included in bundles:	
Race Entry (Half)	Extra night (room)
<b>CA \$200</b>	<b>CA \$140</b>

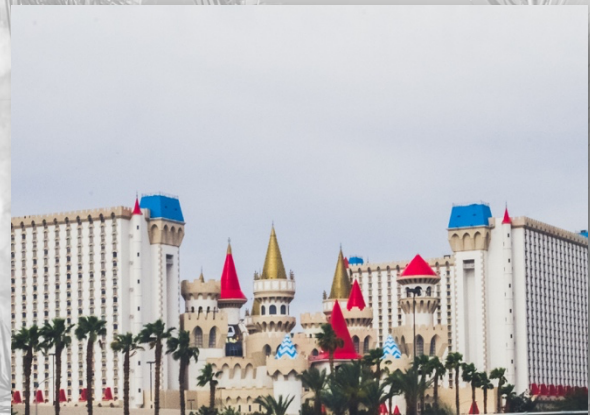


## Our Hotel

### Excalibur Hotel & Casino (4-Star)

I Run the Globe chose the Excalibur at their Vegas Strip location for an incredible stay in Sin City.

You are **5 minute-walk** from the starting line and perfectly located in the city center. This hotel is located on **Las Vegas Boulevard**, in the heart of "Sin-City." All the city's major attractions will be within walking distance of where you stay.



The hotel is themed after **Camelot** and will transport you to the Middle Ages. It has a pool and a spa for your convenience. Furthermore, this hotel hosts several shows, such as the "Tournament of Kings" and the "Titanic: The Artifact Exhibition."

The rooms are spacious, with a locker for your belongings and free Wi-Fi.







A When it first opened in 1990, it was **the largest hotel in the world**, and it still has a plethora of features to match, including four pools, a spa, multiple restaurants such as a buffet and steakhouse, live entertainment, and, of course, a large casino.



### Hotel details:

Address: 3850 S Las Vegas Blvd, Las Vegas, NV 89109, United States.  
Phone: +1 (877) 750-5464



## Race Info

	Half	10K	5K
Day	Sun 26	Sun 26	Sat 25
Race Start	4:30 pm	4 pm	6 pm
Time Limit	4 hours	1 hr 35	4 pm
Minimum Age	18 y/o	1 hr	6 pm
Entry Fee	C \$200*	C \$180	C \$100

\*Our bib numbers are guaranteed at the above prices and include the following:

- Official T-shirt
- Official Results
- The unique medal







## Why traveling with us?

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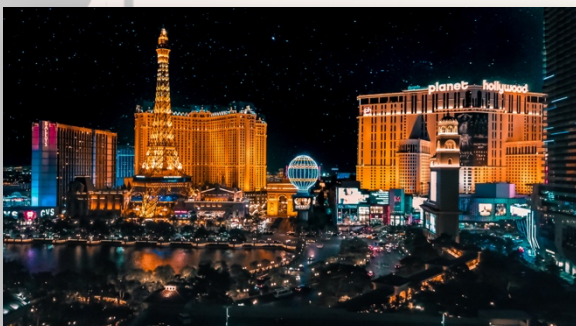
- Competitive and **affordable prices** for quality services. The Excalibur is a 4-star hotel located in the heart of the city.
- The hotel is located at a **walking distance** from the Start/finish line.
- We have **guaranteed entries** to the race. Your bib number is secured when traveling with us.
- The photoshoot that is shared in all our social media networks.

## How to Register

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To secure your spot, please click on the "Register Now" button on the webpage of the race. You could also contact us via email at [info@iruntheglobe.com](mailto:info@iruntheglobe.com) or by phone at 604-355-0358.

Payments can be made via credit card, cheque, or Interac eTransfer within 24 hours after completing the online form.





# Terms and Conditions:

It is your responsibility to read and understand the following terms and conditions. Please contact us immediately if you have any questions or need clarification.

## Payment:

At the date of registration, the initial deposit must be paid. The full amount is due 90 days prior the first day of the trip.

## Booking accommodations:

I Run the Globe can customize your package if the dates provided in the brochure don't work with your schedule.

Note that Airfare is not included in our bundles.

## Shared room:

As mentioned above our travel packages give you the option to pay to share a room rather than the extra for a single room. This means that we would pair you with another runner of the same gender. This allows you to enjoy the event without having to pay for single occupancy. If a suitable match cannot be found single rates would apply. Although we do our best to satisfy twin share requests, we are not liable for any extra costs related to single occupancy.

## Booking changes:

If you wish to change any of your booking once confirmed. An administration fee of \$50 will be charged.

## Prices:

All prices in this brochure are current as of May 20, 2022 and are in Canadian dollars (taxes included). Prices are subject to change at any time due to currency fluctuations, changes in the cost of the organizers' guaranteed entry, and until full payment is received.

## Unused Services:

Refunds will not be provided if due to illness or personal choice you do not utilize part of your entire chose package. We highly recommend purchasing travel insurance with your package.

## Cancelation from the organizer:

I Run the Globe has the right to cancel the trip in case of insufficient number of participants. In this case the deposit and the amount of the entry would be reimbursed in full.

## Special Requests:

Where a special request (e.g. diet, room location, twin or single bed or a particular facility at the hotel) please advise us when your booking is made. I Run the Globe will pass your request on to the hotel. However, we cannot guarantee that it will be accepted. Providing any special request is not a term your contract with I Run the Globe.

All special requests are subject to availability.

## Hotel credit:

Credit card imprints will be required by hotels providing telephone, mini-bar, in-room movies, laundry and other facilities and services that can be charged to guest room. These will be required by the front desk at the time of check-in.

## Responsibilities:

As a travel agent, I Run the Globe #78259 supply our services consisting of arranging, booking, and coordinating travel facilities and services. The actual services and products are provided, supplied or performed by suppliers of travel, entertainment, and accommodation facilities or services (suppliers).

We undertake to perform our services described in this brochure with reasonable care and skill. We will not however be liable for any loss, damage, injury or financial failure which results from the act, default or omissions of any person other than ourselves, our volunteers or agents, or any cause independent of human control. This includes (but is not limited to) loss, or damage which arises directly or indirectly from act of God, weather disruptions, dangers or equipment, acts of governments or other authorities de jure o de facto, wars whether declared or not, hostilities, civil disturbances, strikes, riots, deaths, acts of terrorism, pilferage,





pandemics, quarantines or medical or customs regulations.

We will endeavor to provide the most suitable travel arrangements to meet the requirements you make known to use. However, travel is an individual experience, and your preferences and opinions may vary from our own. For this reason, we cannot take responsibility for your individual satisfaction.

All information contained herein is accurate at time of printing (May 2022) and is subject to change due to circumstances beyond our control.

## **Rock 'n' Roll Running Series 'Terms of Use & Return Policy'**

**Effective Date: May 21, 2022**

### **1. Definitions**

Unless otherwise indicated, these Terms of Services ("Terms") apply to (i) your use of and/or access to the website [training.runrocknroll.com](http://training.runrocknroll.com) ("Website") which is made available by Final Surge, LLC, with its place of business in Raleigh, North Carolina, or its Affiliates (collectively, "Final Surge", "we," "us," or "our"), (ii) your use of and/or access to the mobile phone training application, ROCK 'N' ROLL TRAINING, BY FINAL SURGE (the "Mobile App"), which we own and operate and with respect to which World Triathlon Corporation, with its place of business in Tampa, Florida ("Rock 'n' Roll"), has partnered with Final Surge to provide to its athletes, coaches, teams and clubs participating in Rock 'n' Roll- sponsored events, and (iii) your use of and or access to any content or information and other online or mobile-enabled technology, digital tools and other services and products provided by us and, as applicable, jointly with Rock 'n' Roll (together with the Website and the Mobile App, collectively, the "Services"). For the sake of clarity, "Affiliates" shall mean any entity or person, directly or indirectly, owning a controlling interest in, owned by, or under common ownership control with Final Surge, Rock 'n' Roll, or the specified person or entity.

### **2. Agreement between user, Final Surge, and Rock 'n' Roll**

NOTICE: PLEASE READ THE FOLLOWING TERMS BEFORE PROCEEDING. BY CLICKING "I ACCEPT", "SIGN UP", OR ANY SIMILAR MECHANISM, DURING ACCOUNT REGISTRATION OR BY USING THE MOBILE APP OR THE WEBSITE OR THE SERVICES PROVIDED THROUGH THE MOBILE APP OR WEBSITE, YOU ACCEPT ALL THE TERMS AND

CONDITIONS OF THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU ARE NOT PERMITTED TO REGISTER FOR AN ACCOUNT OR USE THE MOBILE APP OR THE WEBSITE OR PROVIDED SERVICES.

If you access or use the Services on behalf of a company or other entity, you represent that you have authority to bind such entity and its Affiliates to these Terms. In such case, the term "you" in these Terms will refer to such entity.

These Terms contain provisions that govern disputes resolution, including with respect to Final Surge, an agreement to arbitrate, as further defined herein, which will, unless you reside in the European Union, with limited exception, require you to submit claims you have against Final Surge to binding and final arbitration and limit you to claims against Final Surge on an individual basis, unless you opt-out in accordance with these Terms.

### **3. Modifications**

From time to time, we may, in our sole discretion, change or modify portions of these Terms. Such modifications shall become effective upon posting on the Website, the Mobile App, via the Services or sending you an email or other notification. You will be deemed to have agreed to such modifications by your decision to continue accessing the Mobile App or the Website or otherwise using any of the Services following the date in which such modifications become effective.

In our sole discretion and without prior notice or liability, we may discontinue, modify or alter any aspect of the Services. You agree that any termination or cancellation of your access to, or use of, the Services may be effected without prior notice.

### **4. Registration and Accounts**

We do not permit individuals under eighteen (18) years of age to become registered users of our Services. By using the Services, you represent and warrant that you are at least eighteen (18) years of age and have the right, authority and capacity to enter into these Terms.

To use the Services, you must register. You represent and warrant that all information you provide on the registration form or otherwise in connection with your use of the Services will be current, and complete ("Member Data"). You agree to maintain and promptly update the Member Data. You agree that Final Surge and Rock 'n' Roll may use your Member Data to provide Services that you access or use and as otherwise set forth in these Terms and pursuant to



each of Final Surge's and Rock 'n' Roll's Privacy Policies, as may be amended from time to time, and copies of which are provided on their respective websites. In consideration of your use of the Services, you represent that you are not a person barred from receiving Services under the laws of any applicable jurisdiction.

You are solely responsible for maintaining the confidentiality of the password associated with your account and for restricting access to your password, your computer and mobile device while logged into the Services. You agree to immediately notify Final Surge of any unauthorized use of your account or password, or any other breach of security.

We will use reasonable security measures to protect your account and your data. We cannot, however, guarantee absolute security of your account or your data from illegally accessing the Services or its contents by third parties.

## **5. Subscriptions and Fees**

Our Services consist in different subscription packages, offering different functionality, with different fees.

You are responsible for all charges and fees associated with connecting to and using the Website and/or Mobile App, including without limitation all telephone access lines (including mobile data and data roaming charges), telephone or internet service provider fees and any other fees and charges necessary to access our Website and Mobile App.

If you are a subscriber to our Services, you further agree as follows:

a. You agree not to register or subscribe for more than one (1) account, create an account on behalf of someone else, or create a false or misleading identity on the Website or on the Mobile App. You will be responsible for the fees and charges you selected at the time of subscription.

b. BY PURCHASING A SUBSCRIPTION TO THE SERVICES, YOU AGREE THAT, ONCE YOUR SUBSCRIPTION EXPIRES, YOUR SUBSCRIPTION WILL AUTOMATICALLY RENEW FOR SUCCESSIVE PERIODS EQUAL IN LENGTH TO THE IMMEDIATELY PRECEDING SUBSCRIPTION PERIOD UNLESS AND UNTIL YOU CANCEL YOUR SUBSCRIPTION. Until you cancel, we will charge or debit your payment method at the beginning of your subscription. Your non-cancellation of the Services or continued use of the paid subscription features of the Services will reaffirm that we are authorized to charge you. If your credit or debit account has been

closed or your payment method is otherwise invalid, your subscription may not renew and your subscription will be automatically cancelled as of the end of your current billing cycle. The renewal charge will generally be the same as the prior period's charge, unless we notify you in advance at the time of sign up or prior to the beginning of the renewal period as described above. If (i) you purchased a multiple-period prepayment plan or (ii) you were eligible for a promotional rate but are no longer eligible for that rate, then your subscription will be offered to renew your subscription at our then-current non-promotional subscription rates at the start of the renewal period.

c. ALL FEES AND CHARGES ARE NON-REFUNDABLE. If you reside outside the United States, you may be entitled to change your mind and receive a full refund within fourteen (14) days, provided that you have not logged in or otherwise redeemed or started to use the Services during this Period.

d. YOU CAN CANCEL YOUR SUBSCRIPTION FOR A FUTURE MONTH AT ANY TIME USING THE MOBILE APP (BY CHANGING THE SETTINGS IN YOUR ACCOUNT) OR BY CONTACTING US BY EMAIL (support@finalsurge.com). WE WILL ATTEMPT TO PROCESS ALL CANCELLATION REQUESTS WITHIN SEVENTY-TWO (72) HOURS AFTER WE RECEIVE YOUR REQUEST. WE RESERVE THE RIGHT TO COLLECT FEES, SURCHARGES, OR COSTS INCURRED BEFORE YOUR CANCELLATION TAKES EFFECT. FINAL SURGE HAS NO OBLIGATION TO OFFER OR PROVIDE ANY REFUND FOR THE CANCELLATION OF ANY SUBSCRIPTION.

e. For purposes of your use of the Services including identification and billing, you agree to provide us with true, accurate and complete information as required by the subscription or sign up process to the Services ("Subscription Data"). Please refer to our Privacy Policy and Rock 'n' Roll's Privacy Policy for more detailed information on the types of information we collect. You agree to maintain and promptly update the Subscription Data and any other information you provide to us to keep it accurate. Without limiting any other provision of these Terms, if you provide any information that is untrue or incomplete, or we have reasonable grounds to suspect that such is the case, we reserve the right to suspend or terminate your user account or subscription.

## **6. Payments**

To pay any fee, you must designate and provide information about your preferred payment method (the "Payment Method"). If you provide your



payment information, you authorize us and certain third party service providers, payment card networks and payment processors to receive, store and encrypt your payment information. If your payment provider determines that there are fraudulent charges on your account resulting from use of your Payment Method at the Services, please contact us immediately at support@finalsurge.com.

## **7. Privacy Policy**

Processing of the data you share with Final Surge is essential to the Services. The Services cannot be provided without Final Surge processing data about you, including your location data and other data that you share with us by using any device. Final Surge is essential to the Services, thus your access to and use of the Services is also subject to our Privacy Policy located on our website and Rock 'n' Roll's Privacy Policy located on its website, the terms and conditions of which are incorporated herein by reference.

## **8. Consent To Receive Electronic Communications**

We may send the following to you by email or posting them on the Website and/or the Mobile App: these Terms, including legal disclosures; future changes to these Terms, Privacy Policy and other notices, legal communications or disclosures and information related to the Services. Such communications are part of the Services which you cannot opt out of receiving.

In using the Services, by using the Mobile App you may receive communications regarding the Services. You may also receive promotions that we believe might be of interest to you. You can opt-out of receiving these promotional messages at any time by (a) following the unsubscribe instructions contained in each message; (b) changing the account preferences in your account; or (c) sending an email to trainingcustomercare@runrocknroll.com.

## **9. User Content**

You hereby grant Final Surge, Rock 'n' Roll, and each of their respective directors, officers, employees, agents, Affiliates, representatives, service providers, partners, sublicensees and assigns (collectively, the "Mobile App Parties") a royalty-free, perpetual, assignable, irrevocable, sublicensable, non-exclusive right and license to use, license, reproduce, modify, adapt, publish, translate, transmit, create derivative works from, distribute, derive revenue or other remuneration from, communicate to the public, perform, display and otherwise use any content, materials or information, data or other content that you upload, send, email, or otherwise transmit to us

(privately transmitted, or submitted through a third party API) ("User Content").

Except as provided in the Final Surge and Rock 'n' Roll Privacy Policies, none of the User Content shall be subject to any obligation of confidence on our part, and you agree to waive, and hereby waive, any claims arising from or relating to the exercise by the Mobile App Parties of the rights granted under this section. You will not be compensated for any exercise of the license granted under this section.

## **10. Third-Party Products, Services and Data Collection**

Certain features, aspects, software products and services offered through the Services are provided, in whole or in part, by third parties ("Third-Party Services" as provided by "Third-Party Service Providers"). In order to use Third-Party Services, you may be required to enter into additional terms and conditions with Third-Party Service Providers. Our Terms & Conditions apply only to the Services, and not to the apps of any other person or entity. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse (and are not responsible or liable for) any content, advertising, products or other materials on or available from such apps or resources.

## **11. No Medical Advice**

NEITHER FINAL SURGE NOR ROCK 'N' ROLL IS A HEALTHCARE PROVIDER OR BUSINESS ASSOCIATE OF A HEALTHCARE PROVIDER AND IS NOT SUBJECT TO THE PRIVACY RULE OF THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA). THE TRANSMISSION AND RECEIPT OF OUR CONTENT, IN WHOLE OR IN PART, OR COMMUNICATION VIA WEBSITE, MOBILE APP, E-MAIL OR OTHER MEANS DOES NOT CONSTITUTE OR CREATE A DOCTOR-PATIENT, THERAPIST-PATIENT OR OTHER HEALTHCARE PROFESSIONAL RELATIONSHIP BETWEEN YOU AND FINAL SURGE AND/OR ROCK 'N' ROLL. THE CONTENT WE PROVIDE THROUGH THE MOBILE APP OR WEBSITE, INCLUDING ALL TEXT, AUDIO, VIDEO AND OTHER MATERIALS, WHETHER PROVIDED BY US OR OUR SUPPLIERS OR BY THIRD PARTIES, IS NOT INTENDED TO BE AND SHOULD NOT BE USED IN PLACE OF: THE ADVICE OF YOUR PHYSICIAN OR OTHER MEDICAL PROFESSIONALS OR INFORMATION CONTAINED IN ANY PRODUCT PACKAGING OR LABEL. OUR CONTENT DOES NOT CONSTITUTE MEDICAL ADVICE.

YOU SHOULD NEVER DISREGARD MEDICAL ADVICE OR DELAY IN SEEKING MEDICAL ADVICE



BECAUSE OF ANY CONTENT PRESENTED ON THIS MOBILE APP OR WEBSITE, AND YOU SHOULD NOT USE OUR CONTENT FOR DIAGNOSING OR TREATING A HEALTH PROBLEM.

YOU SHOULD BE AWARE THAT THERE ARE INHERENT PHYSICAL AND MENTAL HEALTH RISKS TO EXERCISE, INCLUDING RISK OF INJURY OR ILLNESS. BY ACCESSING THE SERVICES, YOU FURTHER ACKNOWLEDGE AND AGREE THAT YOUR PERFORMANCE OF ANY AND ALL EXERCISES OR ACTIVITIES RECOMMENDED BY THE SERVICES IS WHOLLY AT YOUR OWN RISK. NEITHER FINAL SURGE, ROCK 'N' ROLL, NOR ANY OF THEIR RESPECTIVE EMPLOYEES AND AGENTS, WILL BE LIABLE FOR ANY PHYSICAL OR MENTAL INJURY OR ILLNESS THAT MAY RESULT, WHETHER DIRECTLY OR INDIRECTLY, FROM ANY OF OUR RECOMMENDED WORKOUT PLANS OR EXERCISES. WHILE WE MAY PROVIDE GUIDELINES SUCH AS WRITTEN DESCRIPTIONS, PICTURES, OR VIDEOS DESCRIBING HOW TO PERFORM SPECIFIC EXERCISES OR ACTIVITIES, YOU ASSUME SOLE RESPONSIBILITY FOR PERFORMING THOSE EXERCISES OR ACTIVITIES WITH PROPER FORM, AS RISK OF INJURY OR ILLNESS INCREASES WITH IMPROPER FORM.

YOU MUST DISCONTINUE EXERCISE IN CASES WHERE IT CAUSES PAIN OR SEVERE DISCOMFORT AND SHOULD CONSULT A MEDICAL EXPERT PRIOR TO RETURNING TO EXERCISE IN SUCH CASES. WE RESERVE THE RIGHT TO DENY YOU ACCESS TO THE SERVICES IF WE DETERMINE, IN OUR SOLE DISCRETION, THAT YOU HAVE CERTAIN MEDICAL CONDITIONS.

IF YOU HAVE NOT BEEN PHYSICALLY ACTIVE OR IF YOU HAVE ANY MEDICAL HISTORY THAT MAY PUT YOU AT RISK (INCLUDING, WITHOUT LIMITATION, HEART DISEASE, HIGH BLOOD PRESSURE, FAMILY HISTORY OF HIGH BLOOD PRESSURE, ETC.) YOU ARE REQUIRED TO SEEK PREVIOUS APPROVAL FROM A QUALIFIED HEALTH CARE PRACTITIONER PRIOR TO USING THE SERVICES. SHOULD YOU HAVE ANY HEALTHCARE RELATED QUESTIONS, PLEASE CALL OR SEE YOUR PHYSICIAN OR OTHER HEALTHCARE PROVIDER PROMPTLY. SHOULD YOU HAVE AN EMERGENCY, CALL YOUR PHYSICIAN OR 911 IMMEDIATELY.

## **12. Limitations of liability**

THE FOLLOWING TERMS IN THIS SECTION APPLY TO THE FULLEST EXTENT PERMITTED BY LAW:

α.THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. NEITHER FINAL SURGE, ROCK 'N' ROLL,

NOR ANY OF THEIR RESPECTIVE AFFILIATES MAKES ANY WARRANTIES OR REPRESENTATIONS ABOUT THE SERVICES AND ANY CONTENT AVAILABLE ON THE SERVICES, INCLUDING, BUT NOT LIMITED TO, THE ACCURACY, RELIABILITY OR COMPLETENESS. THE MOBILE APP PARTIES WILL NOT BE SUBJECT TO LIABILITY FOR THE TRUTH, ACCURACY OR COMPLETENESS OF ANY CONTENT ON THE SERVICES, OR FOR ERRORS, MISTAKES OR OMISSIONS THEREIN, OR FOR ANY DELAYS OR INTERRUPTIONS OF THE DATA FROM WHATEVER CAUSE. AS A USER, YOU AGREE THAT YOU USE THE SERVICES AND ANY CONTENT THEREON AT YOUR OWN RISK. YOU ARE SOLELY RESPONSIBLE FOR ALL CONTENT YOU UPLOAD BY USING THE SERVICES AND THE MOBILE APP AND/OR WEBSITE.

b.YOU EXPRESSLY UNDERSTAND AND AGREE THAT IN NO EVENT SHALL FINAL SURGE, ROCK 'N' ROLL, ANY OF THEIR RESPECTIVE AFFILIATES, OR ANY OF THEIR RESPECTIVE THIRD-PARTY SERVICE PROVIDERS, LICENSORS AND SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, ARISING OUT OF, OR RESULTING FROM, (A) THE USE OR THE INABILITY TO USE THE SERVICES; (B) THE USE OF ANY CONTENT OR OTHER MATERIAL ON THE MOBILE APP OR WEBSITE, OUR APPLICATIONS OR APPLICATIONS LINKED TO OUR MOBILE APP OR WEBSITE; (C) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (D) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OUR SERVICES; OR (E) ANY OTHER MATTER RELATING TO THE SERVICES.

c.YOU, ON BEHALF OF YOURSELF, YOUR PERSONAL REPRESENTATIVES AND YOUR HEIRS, HEREBY VOLUNTARILY AGREE TO RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, DEFEND AND INDEMNIFY FINAL SURGE, ROCK 'N' ROLL, EACH OF THEIR RESPECTIVE AFFILIATES AND ANY OF FINAL SURGE's, ROCK 'N' ROLL's AND EACH OF THEIR RESPECTIVE AFFILIATES' OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUBLICENSEES, SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS, ACTIONS OR LOSSES FOR BODILY INJURY, PROPERTY DAMAGE, WRONGFUL DEATH, EMOTIONAL DISTRESS, LOSS OF SERVICES OR OTHER DAMAGES, WHETHER TO YOU OR TO THIRD PARTIES, WHICH MAY RESULT FROM YOUR USE OF THE SERVICES.



d. THE MAXIMUM LIABILITY OF FINAL SURGE, ROCK 'N' ROLL AND EACH OF THEIR RESPECTIVE AFFILIATES AND THEIR RESPECTIVE THIRD-PARTY SERVICE PROVIDERS, LICENSORS AND SUPPLIERS TO YOU UNDER ALL CIRCUMSTANCES FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING OUR SERVICES. IF ANY PORTION OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID, LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW. YOU AGREE THAT THIS LIMITATION OF LIABILITY REPRESENTS A REASONABLE ALLOCATION OF RISK AND IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN AMONG FINAL SURGE, ROCK 'N' ROLL, AND YOU. THE SERVICES WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS.

e. YOU UNDERSTAND AND AGREE THAT THE CANCELLATION OR TERMINATION OF YOUR SUBSCRIPTION IS YOUR SOLE RIGHT AND REMEDY WITH RESPECT TO ANY DISPUTE WITH US INCLUDING, WITHOUT LIMITATION, ANY DISPUTE RELATED TO, OR ARISING OUT OF: (A) THESE TERMS & CONDITIONS; (B) ANY PRACTICE OR POLICY OF FINAL SURGE OR ROCK 'N' ROLL INCLUDING THESE TERMS & CONDITIONS AND EACH OF THEIR RESPECTIVE PRIVACY POLICIES; (C) THE CONTENT AVAILABLE THROUGH THE WEBSITE AND/OR THE MOBILE APP.

f. ANY CAUSE OF ACTION BY YOU ARISING OUT OF OR RELATING TO THE SERVICES, OR THESE TERMS & CONDITIONS MUST BE INSTITUTED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION AROSE OR BE FOREVER WAIVED AND BARRED. ALL ACTIONS SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN THESE TERMS & CONDITIONS.

### **13. Third Party Disputes**

TO THE FULLEST EXTENT PERMITTED BY LAW, ANY DISPUTE YOU HAVE WITH ANY THIRD PARTY ARISING OUT OF YOUR USE OF THE SERVICES, INCLUDING, BY WAY OF EXAMPLE AND NOT LIMITATION, ANY CARRIER OR OTHER USER, IS DIRECTLY BETWEEN YOU AND SUCH THIRD PARTY, AND YOU IRREVOCABLY RELEASE FINAL SURGE, ROCK 'N' ROLL, AND EACH OF THEIR RESPECTIVE AFFILIATES FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

### **14. Third Parties**

Third party products and services made available on the Services are made and offered directly by the applicable third party. When you pursue or purchase any such product or services, you acknowledge that you are contracting directly with such third party and not with Final Surge and/or Rock 'n' Roll. Your interaction with, or participation in promotions of, third parties found on or through the Services, including payment and delivery of goods or services, and any other terms, are solely between you and such third party. You are not obligated to use or transact business with any third party that appears on the Services. YOU AGREE THAT NEITHER FINAL SURGE NOR ROCK 'N' ROLL SHALL BE LIABLE FOR ANY LOSS OR DAMAGES OF ANY KIND INCURRED BY YOU AS THE RESULT OF ANY OF YOUR DEALINGS WITH THIRD PARTY SERVICE PROVIDERS OR ADVERTISERS AVAILABLE THROUGH THE SERVICES.

FINAL SURGE, ROCK 'N' ROLL, OR THIRD PARTIES MAY PROVIDE LINKS TO OTHER INTERNET SITES OR RESOURCES THROUGH THE SERVICES. NEITHER FINAL SURGE NOR ROCK 'N' ROLL ENDORSES AND IS NOT RESPONSIBLE OR LIABLE FOR ANY CONTENT, INFORMATION, ADVERTISING, PRODUCTS OR OTHER MATERIALS ON OR AVAILABLE FROM SUCH SITES OR RESOURCES. YOU ACKNOWLEDGE AND AGREE THAT NEITHER FINAL SURGE NOR ROCK 'N' ROLL IS RESPONSIBLE FOR THE AVAILABILITY OF SUCH EXTERNAL SITES OR RESOURCES.

### **15. Electronic Communications**

The Services may provide you with the ability to send or post messages, speak via internet voice connections or send similar messages and communications to Final Surge, Rock 'n' Roll, or to third party service providers. You agree to use communication methods available on the Services only to send communications and materials related to the subject matter for which Final Surge provided the communication method, and you further agree that all such communications by you shall be deemed your User Content and shall be subject to and governed by the Terms and applicable law. By using the Services, you consent to receiving certain electronic communications from us as further described in the Privacy Policy.

### **16. Intellectual Property**

You acknowledge and agree that the Services and all intellectual property rights associated therewith are, and shall remain, the property of Final Surge or Rock 'n' Roll, as applicable. Furthermore, you acknowledge and agree that the source and object



code of the Mobile App and/or Website and the format, directories, queries, algorithms, structure and organization of the Mobile App and/or Website are the intellectual property and proprietary and confidential information of Final Surge and/or its affiliates, licensors, including Rock 'n' Roll, and suppliers. Final Surge is a trademark or registered trademark of Final Surge, LLC. ROCK 'N' ROLL® and ROCK 'N' ROLL RUNNING SERIES® are trademarks or registered trademarks of Rock 'n' Roll. All content and other materials available through the Services, are either owned by Final Surge or are the property of Final Surge's licensors and suppliers, including, but not limited to, Rock 'n' Roll.

You acknowledge and agree that the Services, any necessary software used in connection with the Services, any aggregated data based on the Services, and any content available or made available on the Services contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly permitted by applicable law or authorized by Final Surge or applicable third party service providers or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Services, the software or content available on the Services, in whole or in part.

Except as explicitly provided, neither your use of the Services nor these Terms grant you any right, title or interest in or to any content or materials. Subject to your continued compliance with the Terms, we grant you a non-exclusive, non-transferable, revocable, limited license to access and use our Services. Your use is limited for your personal, noncommercial use only. The Services, may not be reproduced, duplicated, copied, sold, distributed, for any commercial purpose without the express written consent of Final Surge and Rock 'n' Roll. Furthermore, except for the limited rights granted in this Section, you will not modify, repair or otherwise create derivative works of the Services or any software or technology included therein or used. Also, you will not reverse engineer or decompile the Services, or attempt to discover or recreate the source code for the Services.

You acknowledge and agree that Services contain content, information, software, photos, video, text, graphics, ideas, drawings, and other materials (collectively, "Content") that are protected by copyrights, patents, trademarks, trade secrets and/or other proprietary rights. All Content is copyrighted.

Our partners, suppliers, sponsors, licensors, contractors and other third parties may also have additional proprietary rights in the Content which they make available on our Services. You may not modify,

publish, transmit, distribute, perform, participate in the transfer or sale any of the Content, in whole or in part.

## **17. Dispute Resolution with Final Surge - Arbitration**

a. Arbitration. – By agreeing to the Terms, you agree that you are required to resolve any claim that you may have against Final Surge on an individual basis in arbitration administered by the American Arbitration Association ("AAA") in accordance with the AAA's Consumer Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified and as further detailed and set forth in the Final Surge Terms of Use Arbitration Agreement ("Arbitration Agreement"), and any amendments thereto. This will preclude you from bringing any class, collective, or representative action against Final Surge, and also preclude you from participating in or recovering relief under any current or future class, collective, consolidated, or representative action brought against Final Surge by someone else.

b. Confidential Proceedings. – The parties will maintain the confidential nature of the arbitration proceeding and the award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

c. Non-Appealable Determination. – The arbitrator's decision will be final, binding, and non-appealable. An arbitrator's decision and judgment thereon shall have no precedential or collateral estoppel effect.

d. Rules and Governing Law. – The arbitration will be administered by AAA in accordance with the AAA Rules. The AAA Rules are available at [www.adr.org/arb\\_med](http://www.adr.org/arb_med) or by calling the AAA at 1-800-778-7879. The parties agree that the arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any disputes relating to the interpretation, applicability, enforceability or formation of the Arbitration Agreement, including any claim that all or any part of the Arbitration Agreement is void or voidable. The arbitrator shall also be responsible for determining all threshold arbitrability issues, including issues relating to whether the Terms, with respect to a dispute between you and Final Surge, are unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, or estoppel.



e.Location and Procedure. - The arbitration will be conducted in Raleigh, North Carolina. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and Final Surge LLC submit to the Arbitrator, unless you request a hearing or the Arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the Arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

### **18. Dispute Resolution – Rock ‘n’ Roll**

By agreeing to the Terms, you agree that you are required to resolve any claim that you may have against Rock ‘n’ Roll is governed exclusively by the laws of the State of Florida, USA, without regard to its conflict of laws provision. You hereby consent to the exclusive jurisdiction and venue of the state and federal courts in Hillsborough County, Florida, USA in all disputes arising out of, relating to, or concerning Rock ‘n’ Roll. You agree to waive any and all objections to jurisdiction or venue in Hillsborough County, Florida, USA. Access or use of the Mobile App is unauthorized in any jurisdiction that does not give full effect to all provisions of this agreement, including without limitation this paragraph and the warranty disclaimers and liability exclusions above. You are responsible for compliance with applicable laws. Any use in contravention of this provision or any provision of this agreement is at your own risk and, if any part of this agreement is invalid or unenforceable under applicable law, the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement will govern such use.



**For any questions  
contact us at:**

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