

THE PREFONTAINE CLASSIC

TICKETING TERMS AND CONDITIONS

1. The purchase and use of The Prefontaine Classic (“Event”) tickets (“Tickets”) and admission to the venues for the Event are subject to the following terms and conditions (“Terms and Conditions”) and such other rules (“Rules”) issued by Track Town Events LLC (the local organizing committee for the Event, “The LOC”), and the University of Oregon (the venue owner, the “University”). Within these terms and conditions references to the “Authorities” means Track Town Events LLC and the University. Anyone who purchases or uses Tickets (“Ticket Holder”) is held to have agreed to the Terms and Conditions and the Rules, including as they are each issued, updated, or revised by the Authorities from time to time at their sole discretion and without notice.
2. This Ticket is permission to admit entry for one person for the time, date and venue listed on the Ticket, and if applicable, to the seat or section listed on the Ticket, which the Authorities reserve the right to withdraw or modify if seating is reduced or the seating configuration is modified. In addition to other available remedies, the Authorities have the right to cancel Tickets (including requiring the return of Tickets), refuse admission to any venue or remove a person from any venue, if the person is in violation of these Terms and Conditions or the Rules, without any refund. The right to remove includes, but is not limited to, removing any person that does not abide by any federal, state, county, city, or University public health, safety, harassment or discrimination laws, orders, or policies, or is otherwise jeopardizing public safety. Any activity likely to interfere with the performance of or endanger any athlete, team member, coach, official, or other person, or that causes or risks damage to any property, will result in immediate removal without refund of the admission price.
3. All persons ages two and up must have a Ticket for admission. Children under the age of two must sit in the lap of an adult who has a Ticket, otherwise they will need a Ticket if they occupy a seat. Only one child per one accompanying adult may be admitted without a ticket (i.e. one adult may not bring in two children under the age of two without a ticket).
4. Tickets for ADA-compliant accessible wheelchair and limited-mobility seats will be available for every session at each price level. A maximum of three Tickets can be purchased to accompany a single Accessible Ticket. All such Tickets are on a first come first served basis.
5. There will be no re-entry to any session if a Ticket Holder leaves the venue after they have entered.
6. Except as specifically allowed in the Terms and Conditions, all sales are final and Tickets are non-refundable and may not be cancelled. Tickets cannot be exchanged for different seats in the same session or Tickets for a different session.
7. Except upon extraordinary circumstances and as authorized by any of the Authorities, in their sole and absolute discretion, Tickets cannot be replaced if lost, destroyed, stolen or unable to be accessed on a mobile phone. If duplicates are provided for any reason an administrative fee equal to 50% of the value of the Ticket may be charged.
8. No person attending the Event shall record, upload, post and/or transmit, any sound, moving or still image, description, or results of the Event, in whole or in part other than for their private and non-commercial use. It is strictly forbidden to disseminate over the Internet, radio, television or any other current and/or future media, any sound, picture, image, data, description, result and/or statistics of the Event in whole or in part for any sort of public access and/or commercial purpose, or to assist any other person(s) conducting such activities, unless permitted by The LOC in writing.
9. Any Ticket Holder or any other person attending the Event are held to have given their consent, which cannot be withdrawn, to the use by any of the Authorities or third parties authorized by any of the Authorities, in perpetuity (i.e. forever), for commercial purposes or otherwise, free of charge or any compensation, of their voice, image and likeness in live or recorded video display, broadcast, streaming, uploading, posting or other transmission or recording, photographs, or any other media technologies now or hereafter existing, taken or recorded in connection with the Event.
10. Ticket Holders agree that any data provided to the Authorities to purchase Tickets may be used and/or processed in accordance with each of the Authorities’ privacy policies.
11. All Tickets to the Event will be delivered via a mobile platform and physical Tickets will not be issued for the Event except as otherwise allowed by the Authorities. Purchaser may purchase Tickets for themselves and family and friends, who by accepting such Tickets agree to be bound by these Terms and Conditions, but otherwise Tickets may not be transferred to any third parties. Otherwise, neither the purchaser nor those accompanying the purchaser may sell, offer to sell or otherwise transfer such Tickets without the prior written approval of any of the Authorities. Subject to the transfer limitations, these Terms and Conditions are binding upon the successors and assigns of any Ticket Holder and the Authorities.
12. Admission is guaranteed only for Tickets purchased from the official ticket provider. Tickets purchased through any outside entity or resale websites are done so at the purchaser’s own risk. Invalid or counterfeit tickets will not be refunded and replacements will not be issued.
13. The LOC reserves the right to reassign a Ticket Holder’s seat location to a comparable location in the event of any venue or session related operational reason.
14. Any of the Authorities may request that a Ticket Holder provide a full explanation of the details of the Ticket Holder’s activities at the Event to determine whether the Ticket Holder has complied with these Terms and Conditions and the Rules and each of the Authorities may, in their absolute discretion, cancel the Ticket(s) and expel the Ticket Holder from the venue for any violation of these Terms and Conditions or the Rules.

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15. Tickets may not be used for advertising, sales, commercial or any other promotional purposes, whether or not for commercial gain (including in connection with any competition, advertisement, promotion, auction or sweepstakes or as part of any hospitality or travel package), unless this has been contractually authorized by The LOC or by a third party authorized by The LOC.
16. Tickets may not be transferred, used or otherwise disposed of in a manner that would cause a reasonable person to believe that any person has a sponsorship arrangement with or relating to the Event or any part of the Event, unless this has been contractually authorized by The LOC or by a third party authorized by The LOC.
17. Any Ticket offered for sale, sold, transferred, used or disposed of in breach of these Terms and Conditions may be cancelled and any person seeking to use the Ticket may be refused admission to or removed from any venue without refund or compensation, even if the Ticket Holder did not have prior notice of these Terms and Conditions or the breach of these Terms and Conditions. Further, the Authorities may pursue any other remedies available in relation to the breach of these Terms and Conditions.
18. Ticket Holders are strictly prohibited from using, wearing, possessing or holding objects and materials for promotional or commercial purposes, or offering to sell, selling, or possessing with the intent to sell, beverages, food, souvenirs, clothes, or other promotional and/or commercial items at any venue, unless this has been expressly authorized by The LOC in writing prior to such activity. All such items may be removed or confiscated by the Authorities without any compensation payable to the Ticket Holder.
19. It is prohibited to take into any venue where the Event takes place any of the following items (referred to as "Prohibited Items"):
 - a. Purses larger than a clutch (4.5" x 6.5") or bag including but not limited to briefcases, backpacks, fanny packs, diaper bags, cinch bags, cooler bags, computer bags, camera bags, binocular case or luggage of any kind. To enhance public safety and make venue access more efficient a Clear Bag Policy will be adopted. Ticket Holders may bring in one (1) clear bag no larger than 12" x 6" x 12" or a 1-gallon plastic storage bag. Ticket Holders are limited to one clear bag per person, along with a small clutch or purse for privacy.
 - b. Bottles, cans, glass containers, open plastic beverage containers (unless empty), thermos, vacuum bottles and other similar insulated containers, metal containers (including metal water bottles and aerosol sunscreen), seat cushions with pockets, zippers, compartments or covers, coolers, ice chests, alcoholic beverages, picnic baskets, food (unless medically necessary), strollers, certain banners, poles, weapons, munitions, ammunition, umbrellas, balls, frisbees, explosives, fireworks, flares and smoke bombs, drones, laser pointers, inflatable devices or any other items which could compromise public safety or disrupt the athletes or cause unreasonable interference to other spectators' view of events or interfere with television production;
 - c. Any type of promotional or commercial item including but not limited to banners, badges, signs, symbols and leaflets; and
 - d. Any professional equipment or device capable of being used for the recording, transmission or dissemination by any other manner of sound, moving or still images, description or results of the Event, except for sound or video devices brought for private use (e.g. personal cell phones);
 - e. Any other material held as dangerous and/or not authorized by the Rules.

The list of Prohibited Items is subject to change and interpretation at the sole discretion of the Authorities without notice.

20. For the purposes of security and the orderly and smooth implementation of the Event, if requested by the Authorities all persons shall be required to cooperate in respect of providing evidence of identity, conducting inspections of personal belongings, confiscation of Prohibited Items, and must consent to security searches, screenings whether by walk-through metal detection, handheld metal detection, bag checks or otherwise. .
21. There is absolutely no smoking or vaping of any substances in or around the Event.
22. Ticket Holders and any persons attending the Event will be required to comply with all health and safety protocols issued by the Authorities and all guidance of the Centers for Disease Control and Prevention and all applicable laws and policies of federal, state, city and local authorities. This may include communicable disease screening, testing, vaccination, the wearing of face coverings, and other safety protocols.
23. If the Event is cancelled prior to the start of the first session of the first day of the Event, Ticket Holders will be entitled to a refund. A refund will be given based on the original method of payment and to the original purchaser of the Tickets only. A check will be issued and mailed to the purchaser to their address on record for Tickets purchased by cash or check and purchaser's credit card will be credited for Tickets purchased by credit card. No credits will be issued and the Ticket will have no cash value. Refund will not include any per Ticket or per order service, handling and/or processing charges, or taxes. The refunds specified in this section are the Ticket Holder's only remedy for the cancellation of the Event. Refunds are only available to the original purchaser for Tickets purchased directly through the official ticketing provider and none of the Authorities are responsible for the refund practices put in place by secondary ticket providers.
24. If the Event is cancelled after the start of the first session of the first day of the Event, The LOC will determine, in its sole and absolute discretion, whether any Tickets will be refunded.

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25. In the event of a pandemic, public health emergency or other order by government authorities, the Authorities may be required to limit the capacity of the Event or restrict the number of attendees to the Event. In that case, the Authorities will decide, in their sole and absolute discretion, any venue capacity and seating configuration, and which Tickets will be cancelled to allow for such capacity. Cancelled Tickets will be refunded as provided above for cancellation, and such a refund is the Ticket Holder's only remedy for any Ticket cancelled as provided here.
26. Authorities reserve the right to require Ticket Holders to show proof of being fully vaccinated against COVID-19 (including having received a booster) and/or proof of a negative COVID-19 test within a specified period of time prior to the Event and/or any other measures taken to ensure public safety against COVID-19 or other infectious diseases. Refunds will not be provided to any Ticket Holder denied entry due to not being able to satisfy such requirements.
27. If the Event is postponed, the Authorities will determine, in their sole and absolute discretion, whether any Tickets will be refunded.
28. Ticket Holders understand and accept (a) that there is a risk of Event cancellation or postponement that is beyond the control of the Authorities, (b) that all travel plans and arrangement, including air and hotel bookings, are made with the risk that the Event may be cancelled or postponed, (c) that a postponed Event may have a different schedule and order of competition events, (d) and that the event disciplines offered and athletes competing are subject to change. The LOC reserves the right to delay, postpone or cancel any session for any reason, including changing weather conditions, safety issues, or to comply with guidance and/or requirements of local, state, or federal authorities. There will be no refunds of Tickets as a result of a change in the date or time of a session or for any other reason unless a Ticket Holder qualifies for a refund under the Ticketing Terms and Conditions outlined here.
29. Should any provision(s) of these Terms and Conditions be declared unenforceable by any court of competent jurisdiction, the remainder of these Terms and Conditions shall remain in effect as if such invalid or unenforceable provision(s) had not been contained in these Terms and Conditions.
30. A Ticket Holder assumes all risks and dangers associated with their attendance at the Event including any bodily harm and property damage or loss incidental to attendance at the Event whether occurring prior to or during the Event. A Ticket Holder understands that the Authorities cannot control all of the actions of third parties and that the Authorities are not responsible for all acts or omissions of any third parties, even if the parties' acts or omissions are in violation of these Terms and Conditions or the Rules. EACH TICKET HOLDER RELEASES EACH OF THE AUTHORITIES AND THEIR OWNERS, AGENTS, EMPLOYEES AND CONTRACTORS, AND WAIVES ALL LIABILITY FOR ANY BODILY HARM (INCLUDING DEATH) OR PROPERTY DAMAGE OR LOSSES ARISING FROM OR INCIDENTAL TO THE EVENT OF ANY NATURE WHATSOEVER, EVEN IF THE HARM, DAMAGE OR LOSS IS CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF ONE OR ANY ONE OF THE AUTHORITIES OR THEIR OWNERS, AGENTS, EMPLOYEES OR CONTRACTORS, AND WHETHER ARISING IN CONTRACT OR IN TORT. The release and waiver does not apply if the harm, damage or loss is caused by the willful misconduct or gross negligence of one of the Authorities or their owner, agent, employee or contractor, in which case, the liability shall be several and limited to the Authority or specific owner, agent, employee or contractor that acted with willful misconduct or gross negligence.
31. Specifically, without limitation, there is an inherent risk of exposure to COVID-19 in any place where people gather. COVID-19 is an extremely contagious disease that can lead to severe illness and death. A Ticket Holder assumes all risks, hazards, and dangers arising from or relating in any way to the risk of contracting a communicable disease or illness—including, without limitation, exposure to COVID-19 or any other bacteria, virus, or other pathogen capable of causing a communicable disease or illness, whether that exposure occurs before, during, or after the event, and regardless of how caused or contracted—and hereby waives any and all claims and potential claims against the Authorities and their owners, agents, employees and contractors relating to such risks, hazards and dangers.
32. The Authorities are not responsible for any lost, stolen, damaged or unreadable tickets, or any inability to access an electronic ticket, and the Authorities have no liability for the failure to access the Event or failure to honor a Ticket because a Ticket is lost, stolen, damaged, unreadable or inaccessible. This does not apply to an error created by the fault of the Authorities.
33. **ARBITRATION IS REQUIRED.** The Ticket Holder agrees that any dispute regarding the Ticket or attendance at the Event, will be resolved exclusively through binding arbitration through the Arbitration Service of Portland, Inc., pursuant to their consumer disputes resolution process and rules. Ticket Holder may not bring any suit or arbitration against any Authority more than two years after the cause of action has accrued. The parties agree that any dispute and proceedings of the arbitration will be confidential and not disclosed to third parties, except as required by law. Arbitration is not required if the Authorities decide to seek an equitable remedy from a court, including without limitation an injunction or temporary restraining order against a Ticket Holder. This arbitration clause is governed by the Federal Arbitration Act and not any state arbitration acts.
34. **CLASS ACTION AND JURY WAIVER.** In any arbitration, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding, and that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. TICKET HOLDER AGREES TO WAIVE ANY RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

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35. **LIMITATION OF LIABILITY.** In no case will either party be responsible to other for any consequential, incidental, special or punitive damages, even if one party has been advised of the possibility of such damages, and regardless of whether the claim is based upon any contract, tort, or other legal or equitable theory. All limitations of liability will apply even if the limited remedy fails of its essential purpose and the limitation of liability and allocation of risk is an essential element of the basis for the bargain between the parties. In the event of any dispute between the Ticket Holders and any Authority regarding the Event, the Authority's maximum liability, and the Ticket Holder's sole and exclusive remedy, is the purchase price for the Ticket subject to the dispute.
36. **NO WARRANTIES.** There are no warranties of any kind, express or implied, in connection with the Event or the Tickets or otherwise, and they are all presented "AS IS." While a schedule of competitive events and athletes participating may be presented, all schedules, events times and dates, and athletes participating are subject to change without notice.
37. These Terms and Conditions will be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Subject to the requirements to arbitrate, any claim, action, or suit against any of the Authorities must be brought and conducted solely and exclusively in the Circuit Court for Lane County for the State of Oregon. However, if any claim, action, or suit must be brought in a federal forum, it will be brought and conducted exclusively in the United States District Court for the District of Oregon. BY EXECUTION OF THIS CONTRACT, TICKET HOLDER CONSENTS TO IN PERSONAM JURISDICTION OF SUCH COURTS. In no event will any part of these Terms and Conditions be construed as a waiver by University of its sovereign and governmental immunities. Each party waives, to the fullest extent permitted by law, any objection any such court is an inconvenient forum.
38. No waiver by any of the Authorities of any right arising out of a breach by a Ticket Holder of any of these Terms and Conditions is a waiver of any right arising out of a subsequent breach of the same or a breach of any other term or condition or a waiver of the term or condition itself. A waiver of any term or condition of these Terms and Conditions for one Ticket Holder does not require or imply a waiver for any other Ticket Holder.
39. These Terms and Conditions are a final and complete statement of the agreement between the Authorities and the Ticket Holder, and fully supersedes all prior agreements or negotiations, written or oral.

TRACK TOWN EVENTS, LLC
PRIVACY POLICY

Track Town Events, LLC is an Oregon limited liability company and a tax-exempt subsidiary of Track Town USA, Inc., an Oregon nonprofit corporation (“TrackTown” “we,” “us,” or “our”). This Privacy Policy describes how we collect, use, and share information in connection with the management, coordination, and distribution of tickets relating to The Prefontaine Classic in Eugene, Oregon (the “Services”). When you submit personal information to TrackTown, you are consenting to the collection, use, transfer, and disclosure of your personal information as described in this Privacy Policy. If you have questions about this Privacy Policy, please contact TrackTown using the contact information located at the end of this Privacy Policy.

1. Information TrackTown Collects

When you submit information to TrackTown via our Services, or otherwise correspond with TrackTown, TrackTown receives and stores that information, including personal information. “Personal Information” includes any information you provide TrackTown that could reasonably be used to personally identify you, including the following types of Personal Information:

- 1.1. **Ticket Sales.** Ticket sales will primarily occur through an internet platform provided by the University of Oregon, in-person or via telephone through the University of Oregon Athletic Ticket Office, or through Ticketmaster.com. If you purchase a ticket, you will provide personal information directly to the University of Oregon or Ticketmaster.com. These organizations’ respective privacy policies govern the use of your information for their purposes.
- 1.2. **Other Direct Collection Points.** We collect information that you provide to us directly outside of ticket sales, such as when you communicate with us via telephone, by e- mail, by fax, on paper, or in person.
- 1.3. **Third-party Cookies and Similar Technologies.** Third-party partners may display content, including advertisements, via our Services. These third parties may place cookies, or similar technologies, on your browser that collect information about you. Third parties may use the information they collect to provide you with interest-based advertising. Such third parties may collect information about you over time and across different online services. TrackTown does not control third-party tracking technologies or their use. You can opt-out of certain third-party interest-based advertising services we may use by visiting the opt-out page for each specific third-party on their website, for example, for Google: [Google Marketing Platform opt-out page](#); For Twitter: [Twitter’s Privacy Controls for Personalized Ads](#); For Facebook: [Facebook Ad Preferences](#); and for LinkedIn: [LinkedIn General Advertising Preferences](#). You can learn more about interest-based advertising from the [Network Advertising Initiative \(NAI\)](#) and the [Digital Advertising Alliance \(DAA\)](#). Both the NAI and DAA maintain consumer choices pages where you can opt-out from receiving interest-based advertising from participating companies.

2. How TrackTown Uses Your Personal Information

We will use your Personal Information as described in this Privacy Policy, including to provide our Services and their features and to send you communications.

- 2.1. **Providing and Supporting our Services.** We use your Personal Information to provide and support the operation of our Services, including:
 - a. **Your use of our Services.** We use Personal Information to facilitate your use of the Services, to process your requests, to provide you with information and services you request, and to administer and assist us with the operation of our organization, including to facilitate events relating to The Prefontaine Classic and to manage and coordinate ticketing for such events.
 - b. **Customer Support.** We may use Personal Information to help diagnose, resolve, and improve problems with our Services.
- 2.2. **Communications.** We may use your Personal Information to provide you information about TrackTown, The Prefontaine Classic, and/or other services and opportunities that may be of interest to you, including merchandise and other events, as permitted by applicable law. We will never share your Personal Information with a third party for their own marketing or independent uses, except: (i) where you consent to such information sharing, and (ii) as described in this Privacy Policy.

If we use your Personal Information to send you marketing communications, we will provide you with an unsubscribe mechanism to opt-out of receiving future marketing communications, or you can contact us to request that we not send you marketing communications. If you request that we not contact you for marketing purposes (either by using the unsubscribe mechanism or contacting us), we reserve the right to contact you for non-marketing purposes relating to your use of the Services.

3. Information Shared with Third Parties

We share information with third parties for a variety of reasons, including the reasons described in more detail below, subject to certain restrictions. In addition, we may share de- identified, aggregated information without restriction.

- 3.1. **Third-Party Service Providers.** We use third-party service providers to help us organize, manage, and run our Services. We share information with our third-party service providers who assist us by performing services related to the operation of our Services (such as hosting, data storage, payment processing, and security) and to conduct marketing on our behalf.

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- 3.2. **Our Organizational Partners.** We may share your information with our organizational partners, including the University of Oregon and Ticketmaster, to facilitate your use of the Services, to process your requests or transactions, to provide you with information about other services you request.
- 3.3. **Merger, Acquisition, or Sale.** We may transfer your Personal Information to another entity if TrackTown is involved in a merger, acquisition, reorganization, restructuring, or other sale or transfer of all or any portion of its assets or business, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding in which information of our Services users are among the assets transferred. In this event, we will, if allowed, use reasonable efforts to notify you when your information is transferred to a third party (this notification may be made via email to you or by posting a prominent notice). Unless you consent otherwise, your Personal Information will remain subject to the promises made in this Privacy Policy, even after the transfer. Any information you provide after the transfer will likely be subject to a new privacy policy, and you should review that policy.
- 3.4. **Required by Law.** TrackTown reserves the right to release your information if TrackTown believes in good faith that (i) such release is required to comply with any law, rule, or regulation, or any search warrant, subpoena, court order, or similar legal process; or (ii) disclosure is necessary to protect or enforce TrackTown's rights or property, to protect the rights or property of others, to protect your safety or the safety of others, in emergency situations, to defend against legal claims, to enforce our contractual or other rights, or to take action regarding illegal activities or suspected fraud.

4. **Public Forums and Third-Party Platforms**

The Services may include or access interactive forums or third-party sites and services such as message boards, chat rooms and third-party websites and applications. The Services may also be accessible through or access third-party sites or platforms, such as social media sites. Please remember that any information that is disclosed in these areas may become public. You should exercise caution when deciding to disclose your personal information through public forums and should carefully review third-party privacy policies and terms and conditions, as we are not responsible for third-party sites or services.

5. **Changing or Updating Your Information**

You can obtain access to the registration information TrackTown currently has on file for you and/or correct inaccuracies in such Personal Information by making a written request to TrackTown by mail or e-mail. For your protection, you may be asked to provide additional information to verify your identity before being granted access to your Personal Information.

6. **How TrackTown Protects Your Personal Information**

TrackTown and its third-party providers have security measures in place at their physical facilities to protect against the loss, misuse or alteration of Personal Information collected from you. When TrackTown or its third-party providers transfer and receive certain types of sensitive information online, such as financial information, visitors are redirected to a secure server. However, due to computer hackers, electronic malfunctions, and other events, TrackTown cannot guarantee that such safeguards will always protect your Personal Information.

7. **Children's Privacy**

Our site is intended for a general audience and TrackTown does not knowingly collect Personal Information from children under the age of 13. If we learn that we have collected such children's Personal Information without parental consent, we will delete such information from our system. If you learn that your child has provided us with information, please let us know.

8. **Updates**

Please visit this Privacy Policy from time to time, as TrackTown reserves the right to periodically update it. When the Privacy Policy is changed in a material way, we may provide you notice through your user account or the e-mail address you provided us along with the updated Privacy Policy. Your continued use of our Services after an update to this Privacy Policy indicates your acceptance of the terms of the updated Privacy Policy.

9. **Links**

The Services may contain links to external websites and users may also post links to external websites. TrackTown is not responsible for the privacy practices or the content of such websites. You should check the applicable privacy policies of the third parties responsible for such websites when providing information on a feature or page operated by a third party.

10. **Contact Us**

You can contact TrackTown by email at info@gotracktownusa.com. When you contact TrackTown, please provide your contact information and a detailed description of your request or privacy concern. Please include your exact name, address, telephone number, and email address at the time of your request.