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Force Majeure Cancellation Refund and Credit Policy ("Force Majeure Cancellation Policy")

In light of the Covid-19 pandemic, as declared by the World Health Organization ("WHO"), and the continuing uncertainty related to governmental, health, and other restrictions and rules that may or may not be implemented by various governmental agencies in the future, RCX Sports Leagues, LLC, RCX Sports Foundation, B4 Sports, Inc., D.B.A. RCX Sports Foundation and B4 Sports, Inc.'s affiliates and subsidiaries, including without limitation Flight Zone Football, Inc., Reigning Champs Leagues, LLC and Reigning Champs LLC (together with B4 Sports Inc., collectively "RCX SPORTS FOUNDATION") is implementing a new Force Majeure Cancellation Policy. All Participants must acknowledge and agree to this Force Majeure Cancellation Policy as an express condition precedent to their registration in the current seasons. RCX SPORTS FOUNDATION expends considerable resources, time and effort in preparing for each season and in order to be able to offer a season, this Force Majeure Cancellation Policy is necessary to protect RCX SPORTS FOUNDATION, as well as to fully inform all Participants of the uncertainty and risks involved in registering for future seasons.

For purposes of the policies herein, a "season" of RCX SPORTS FOUNDATION means and includes a "Meet and Greet" and six scheduled games. During season preparation, RCX SPORTS FOUNDATION will schedule a makeup game date at the end of the season. RCX SPORTS FOUNDATION may choose to modify a released season schedule to play a double header should its fields or availability to play become unavailable for any reason which is also in accordance with RCX SPORTS FOUNDATION's weather policy. A complete season will have been played so long as four games are played and a four-game season shall constitute full and complete performance by RCX SPORTS FOUNDATION.

Excusable Delays and Force Majeure:

Any delay in the performance by RCX SPORTS FOUNDATION of its obligations to Participant under any written agreement shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of RCX SPORTS FOUNDATION, including without limitation, any act of God; any fire, flood or weather condition; any earthquake; any epidemic or WHO declared pandemic; any act of a public enemy, war, insurrection, riot, explosion, terrorist attack or strike; or any government demand, requirement or instruction (each, a "Force Majeure"). A delay caused by Force Majeure shall not be deemed a cancellation of the season or termination of this Agreement unless RCX SPORTS FOUNDATION, in its sole discretion, provides Participant written notice stating otherwise (the "Cancellation Notice"). The time for performance of RCX SPORTS FOUNDATION's obligations may be amended for the period of delay or inability to perform due to such Force Majeure, as determined in the sole and absolute discretion of RCX SPORTS FOUNDATION. If RCX SPORTS FOUNDATION provides Participant a Cancellation Notice, the current season will be cancelled and subject to the terms below.

Season Cancellation due to Force Majeure:



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If a Force Majeure causes RCX SPORTS FOUNDATION to issue a Cancellation Notice to Participant cancelling the current season, then the following provisions are acknowledged and agreed to by Participant:

If a season is cancelled by RCX SPORTS FOUNDATION due to a Force Majeure **PRIOR** to the shipment by RCX SPORTS FOUNDATION of Participant's equipment:

A **100% REFUND** (excluding credit card processing fees, administrative fees & donations) will be issued by RCX SPORTS FOUNDATION to Participant. If a credit was used for a portion of your division fee, that credit will be returned to your registration account and the remainder will be refunded.

If a season is cancelled by RCX SPORTS FOUNDATION due to a Force Majeure **AFTER** the shipment by RCX SPORTS FOUNDATION of Participant's equipment but **PRIOR** to the "Meet and Greet":

A **100% REFUND** (based off the division price you paid, excluding processing fees, administrative fees, & donations) will be issued by RCX SPORTS FOUNDATION to Participant. At this time, all additional merchandise ordered/shipped will **not** be considered for the refund. If a credit was used for a portion of your division fee, that credit will be returned to your registration account and the remainder will be refunded.

If a season is cancelled by RCX SPORTS FOUNDATION due to a Force Majeure **AFTER** the **Meet and Greet**, but **BEFORE Game 1**:

A **50% CREDIT** (calculated solely on the division price paid by Participant) for a future season of play will be issued by RCX SPORTS FOUNDATION to Participant.

NO REFUNDS WILL BE PROVIDED.

If a season is cancelled by RCX SPORTS FOUNDATION due to a Force Majeure **AFTER Game 1** but **BEFORE Game 2**:

A **40% CREDIT** (calculated solely on the division price you paid) for a future season of play will be issued by RCX SPORTS FOUNDATION to Participant.

NO REFUNDS WILL BE PROVIDED.

If a season is cancelled by RCX SPORTS FOUNDATION due to a Force Majeure **AFTER Game 2** but **BEFORE Game 3**:

A **30% CREDIT** (calculated solely the division price you paid) for a future season of play will be issued by RCX SPORTS FOUNDATION to Participant.

NO REFUNDS WILL BE PROVIDED.

If a season is cancelled by RCX SPORTS FOUNDATION due to a Force Majeure **AFTER Game 3** but **BEFORE Game 4**:

A **20% CREDIT** (based off the division price you paid) for a future season of play will be issued by RCX SPORTS FOUNDATION to Participant.

NO REFUNDS WILL BE PROVIDED.

If a season is cancelled by RCX SPORTS FOUNDATION due to a Force Majeure **AFTER Game 4**:

The season will be considered terminated and cancelled, no credits, refunds or participation awards or any other consideration will be delivered, provided, reimbursed or



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given to Participant by RCX SPORTS FOUNDATION, and RCX SPORTS FOUNDATION will have fully performed its obligations to Participant.

NO REFUNDS OR CREDITS WILL BE PROVIDED.

All Participants specifically acknowledge and agree that the Force Majeure Cancellation Policy is fair and reasonable, and that each Participant voluntarily accepts and agrees to the terms and conditions of the Force Majeure Cancellation Policy. Further, Participants acknowledge and agree that a portion of their respective registration fee covers certain costs and expenses incurred by RCX SPORTS FOUNDATION to prepare and organize the current season, irrespective of whether such season is completed in its entirety, in part or not at all. Participants expressly accept and acknowledge the foregoing risks.

I, FOR MYSELF, MY SPOUSE, AND CHILD/WARD, HAVE READ THIS **FORCE MAJEURE CANCELLATION POLICY** FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO IT AND ENTER INTO IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I, FOR MYSELF, MY SPOUSE, AND CHILD/WARD AGREE TO BE BOUND BY THIS RCX SPORTS FOUNDATION FORCE MAJEURE CANCELLATION POLICY, THE RCX SPORTS FOUNDATION REFUND POLICY AND THE RCX SPORTS FOUNDATION LEAGUE TERMS AND CONDITIONS WHEN IN THE FUTURE I CLICK ON AN "I AGREE," "I CONSENT," OR OTHER SIMILARLY WORDED "BUTTON" OR ENTRY FIELD WITH MY MOUSE, KEYSTROKE, OR OTHER COMPUTER DEVICE, YOUR AGREEMENT OR CONSENT OR WAIVER WILL BE LEGALLY BINDING AND ENFORCEABLE AND THE LEGAL EQUIVALENT OF YOUR HANDWRITTEN SIGNATURE.