

## **Club runDisney POLICIES/RULES** **Revised as of May 2, 2023**

These Club *runDisney* Membership Policies/Rules (these "**Policies/Rules**") set forth the terms governing Club *runDisney* Membership Program (this "**Program**").

This Program is conducted by Disney Destinations, LLC d/b/a runDisney ("**we**," "**us**" or "**our**"). Our and our affiliates' employees are referred to collectively under these Policies/Rules as "**Cast Members**."

Each standard-priced individual membership in this Program ("**Membership**") will be comprised of one (1) adult individual ("**Member**").

Each individual must agree to abide by these Policies/Rules to become a Member. We reserve the right to refuse membership to any person for any reason.

*It is critical that each individual carefully read these Policies/Rules in their entirety before becoming a Member. These Policies/Rules contain important information that (among other matters) (i) address prohibited conduct, and (ii) highlight certain rights that we reserve that are necessary and appropriate to ensure that the membership of each Member in Club runDisney will be an enjoyable experience and that each such individual will remain a responsible member of our Club runDisney community.*

This Program is separate from, and not the same as, other membership programs offered at *Walt Disney World*® Resort, *Disneyland*® Resort, or any other resorts, theme parks, water parks, and/or properties owned and operated by Disney or its affiliates ("**Disney Resort(s)**"). Accordingly, membership in this Program does not entitle Members to the benefits of other membership programs offered at Disney Resorts.

### **1. Memberships**

#### ○ General

Each standard-priced Membership will consist of one (1) Member, who must be eighteen (18) years or older. The Membership comprising of a Member is referred to under these Policies/Rules as the "Membership" of that Member.

#### ○ Membership Year

Each individual will become a Member of his or her Membership for the first Membership Year on the date on which we receive payment in full of the applicable membership fee for the first Membership Year of that Membership or, if later, on the date on which we accept and approve that Membership (the "**Membership Start Date**").

The "**Membership Year**" of each Membership begins October 1st and extends to September 30th. There is no automatic renewal. Subsequent Membership Years must be repurchased.

### ○ Renewal

Upon the renewal by any Member of his or her Membership for any subsequent Membership Year, that Membership will continue as such for that subsequent Membership Year. Full payment will be required in advance for renewal.

### ○ Fees

Exhibit A sets forth the current fees payable for the initial Membership Year. Such fees are subject to change by us at any time without notice.

Each Member must pay all such fees (together with all applicable taxes) for his or her Membership in advance at such time or times as we determine. Payment instructions for successive Membership Years will be included with the annual renewal email we send Members.

Currently, the fee for the current Membership Year of the Membership (together with all applicable taxes) must be paid in advance in a single transaction online at *runDisney.com*.

The fees and dues are nonrefundable, except as expressly otherwise provided under these Policies/Rules.

Memberships with unpaid fees may be suspended and/or terminated in our sole discretion.

### ○ Rights and Privileges of Membership

By becoming a Member, each such person acknowledges and agrees (by purchasing admission into this Program) that, among other matters, (1) he or she is becoming a Member for the sole purpose of obtaining the benefits available to such persons as described under these Policies/Rules (sometimes referred to under these Policies/Rules as "**Membership Benefits**"); (2) Club *runDisney* membership is a privilege and not a right, and Members will not have any proprietary rights in or to any of the properties or other assets of the Disney Resorts; (3) Club *runDisney* membership does not guarantee any individual any continuing rights to use Disney Resorts other than as specifically provided under these Policies/Rules (for so long as that individual remains a Member); (4) Members will not be entitled to any voting rights or be involved in the management or operation of this Program; and (5) as more fully provided elsewhere herein, these Policies/Rules and the Membership Benefits are subject to change at any time.

For the avoidance of doubt, no individual other than a Member is or will be entitled to any Membership Benefits.

### ○ Club *runDisney* Cards

The Member will receive a Club membership card (a "**Club *runDisney* Card**").

The Member may use his or her Club *runDisney* Card to access certain Membership Benefits available to that Member, as described under these Policies/Rules. Club *runDisney* Cards may not be used for admission into Disney Resorts.

○ *Non-Transferability of Membership and Membership Benefits*

Each Membership is personal to the Member. Memberships (including but not limited to status as a Member and the Club *runDisney* Card) and Membership Benefits may not be directly or indirectly devised, bequeathed, sold, bartered, donated, auctioned, leased, loaned or otherwise transferred at any time. In furtherance of and without limiting the foregoing, no Member, may solicit nor receive compensation of any kind for the use, sale, exchange or transfer (or the attempted use, sale, exchange or transfer) of any Membership Benefit.

If any Member is found to have attempted to devise, bequeath, sell, barter, donate, auction, lease, loan or otherwise transfer in any manner the Membership or any Membership Benefit of that individual, or to have solicited or received compensation of any kind for the use, sale, exchange or transfer of any Membership Benefit, that benefit will become null and void and we may, in our sole discretion, suspend or terminate the Membership of that individual (and thereby suspend or terminate the Benefits ).

○ *Requirement for Mailing and Email Addresses*

Each Member is responsible for providing us his or her mailing and email addresses where he or she wishes all notices to be sent. Individuals will be required to have and maintain a United States mailing address to be and remain Members.

Each Member will be responsible for maintaining with Club *runDisney* Member Services his or her current mailing and email addresses, and must immediately notify Club *runDisney* Member Services in writing of any change during any Membership Year to his or her mailing or email addresses. The failure of any Member to do so will constitute a waiver of his or her right to receive any notice or other communication from us and a violation of these Policies/Rules.

In any case, without limiting the foregoing, a Member will be deemed to have received mailings from us within ten (10) days after being mailed by us to the mailing address on file with us, and emails from us within ten (10) days after being emailed by us at the email address on file with us (and, in the absence of a current such address on file with us, any mailing or emailing by us may be sent to such address as we think most likely to cause its prompt delivery and will be deemed to have been received within ten (10) days after having been so mailed or emailed to that address).

In furtherance of and without limiting the foregoing, we may provide notice to each Member by sending that Member an email at the email address for that Member that he or she last provided us and, if the email address that any Member last provided us is or becomes invalid (or if for any other reason we are not capable of delivering any Member notice via that email address), our sending of the email with that notice will nonetheless constitute effective notice.

## 2. Club *runDisney* Membership Benefits

### ○ General

**Disney Resort park admission and *runDisney* race registration is not included Club *runDisney* membership. Disney Resort park admission and *runDisney* race registration are additional expenses, and must be purchased separately.**

Club *runDisney* membership does not grant a discount to merchandise offered for sale at Disney Resorts.

Club *runDisney* membership does not include self-parking, valet parking or preferred parking privileges at Disney Resorts.

Club *runDisney* membership does not grant entitlements to Disney's "Extra Magic Hours", PhotoPass, Disney Genie+, or Lightning Lane.

Biometric confirmation may be required for individuals entering into Disney Resorts.

Gold and Platinum members may use their Club *runDisney* Cards to access the *runDisney* merchandise shop at the Health & Fitness Expo of each race weekend ("***runDisney* Merchandise Shop**").

Food and Beverages are not included the Club *runDisney* membership.

See Exhibit B for the standards of conduct applicable to the Club *runDisney* Members.

### ○ Tiered Benefits

See Exhibit C, which sets forth the current membership tiers and benefits.

### Corral Placement

Corral Placement will have limited capacity. We therefore strongly recommend early purchase of race registrations. Club *runDisney* Member Services will attempt to allocate the best corral placement in light of availability and the member's submitted race time.

### ○ Club *runDisney* Special Events

During each Membership Year, we may offer special events that Members may attend ("**Club *runDisney* Special Events**") at Disney Resorts and/or other locations.

We may charge an additional fee for some Club *runDisney* Special Events, while others may be at no additional charge, all as we may determine in our sole discretion.

We may communicate details of Club *runDisney* Special Events in advance via the *runDisney* website and/or electronic invitation. Please refer to the *runDisney* website or Club *runDisney* Special Event registration and payment information.

Club *runDisney* Special Events may be limited in capacity and subject to availability.

Certain Club *runDisney* Special Events may be only for Members. All reservations for Club *runDisney* Special Events will be nontransferable and may only be used by the Member.

### **3. Responsibility of Members**

Each Member will be responsible for his or her own behavior and actions visiting Disney Resorts. This includes responsibility for all charges incurred. In furtherance of and without limiting the foregoing, each Member will be responsible for any and all restitution for damage to the personal property of any other individual where that Member is deemed responsible for that damage.

If any Member is responsible for any damage to or theft of Disney Resort property, the Member may not be permitted to return to Disney Resorts and the applicable Membership will be placed on hold pending further investigation. We may charge the Member for damages to or theft of any Disney Resort property resulting from the actions of that Member, and we reserve the right, following such investigation as we deem appropriate in our sole discretion, to take any of the following actions as we deem appropriate in our sole discretion (without limiting our right to take any such other actions as we deem appropriate in our sole discretion) to suspend or terminate the Membership of that Member.

Neither we nor any of our affiliates will be responsible for any injury to any Members while visiting Disney Resorts.

### **4. Suspension of Membership Benefits; Termination of Membership**

We may, in our sole discretion, suspend the Membership Benefits or terminate the Membership of any Member due to any of the following:

- The Member fails during any Membership Year to continue to meet the requirements for membership in this Program.
- The Member has permitted any individual to use, or purports to transfer in violation of these Policies/Rules, the Club *runDisney* Card or Membership Benefits of that Member.
- The Member at any time while at any of Disney Resorts,
  - (i) engages in any unauthorized events, demonstrations or speeches, or uses any flag, banner or sign for commercial purposes, or to incite a crowd; or
  - (ii) conducts any photography, videotaping or recording of any kind for commercial purposes or otherwise not permitted by these Policies/Rules; or
  - (iii) violates any other Club *runDisney* Standard of Conduct.
- The Member at any time fails to comply with these Policies/Rules.
- We determine that, as the result of any occurrence or change of circumstances involving the Member the continued Membership or other participation in this Program by that

Member (or such other Member) would have an adverse impact on the name, image, reputation, goodwill or proprietary rights of us or our affiliates.

- For any other reason we deem sufficient in our sole discretion (whether or not similar to any of the reasons listed above).

We may also, at any time, in our sole discretion, for any reason we deem sufficient (including for any of the reasons listed above), limit, deny, withdraw or terminate any benefits of any Member and no such individual will be entitled to any refund or other compensation as a result thereof.

No refund of the membership fee, or any other refund or other remuneration, will be due in the event of the suspension or termination by us, pursuant to these Policies/Rules, of the Membership; nor will we or our affiliates be liable for the non-use by any Member due to the suspension or termination of that individual's Membership.

## **5. Termination of Membership upon Death of the Member**

Upon the death of any Member within any Membership:

- (i) that Membership will immediately terminate and
- (ii) the deceased Member will cease to be entitled to any further Membership Benefits.

Accordingly, for the avoidance of doubt, no heir or any other individual or entity will be entitled to continue that Membership upon the death of the Member of that Membership.

Neither any Member of any Membership, nor any other individual or entity, will be entitled to any refund of the fee, or to any other refund or other remuneration, due to the death of its Member and/or the termination, pursuant to these Policies/Rules, of that Membership by reason of the death of its Member.

## **6. No Refund**

Except as expressly otherwise provided under these Policies/Rules, no refund of the, or any other refund or other remuneration, will be due in the event of the suspension or termination by us, pursuant to the provisions of these Policies/Rules, of the Membership and/or Membership Benefits of any Member, Designated Spouse/Partner, Designated Dependent or Other Designee; nor will we or our affiliates be liable for the non-use by any individual of any benefits due to the suspension or termination pursuant to the provisions of these Policies/Rules of any individual's Membership and/or Membership Benefits.

## **7. Termination by Us of this Program**

We reserve the right to terminate this Program at any time in our sole discretion, with or without cause, without any liability or other obligation to any Members, subject to the following provisions of this paragraph.

## **8. Club *runDisney* Intellectual Property**

No Member may at any time use the name "Club *runDisney*", "Disney", "ABC", "ESPN", "Pixar," "Marvel" or "Lucasfilm" individually, or in conjunction with or as part of any other word or name (including as part of any web address or social media username) or any picture of Disney Resorts or any fanciful characters, designs, logos, trademarks, trade names, copyrighted works, symbols or printed materials of us or any of our affiliates (including Marvel Enterprises, Inc.) in any advertisements, displays or other materials, or in any other manner whatsoever.

If any Member fails to strictly comply with the provisions of the preceding paragraph, we may, in our sole discretion, without limiting any other right or remedy available to us, suspend or terminate that Membership.

## **9. Personal Property**

Each Member assumes sole responsibility for his or her private property. Neither we nor any of our affiliates will be responsible for any damage to or theft of the property of any Member while visiting Disney Resorts.

We have the right to ownership and title to any personal property of any Member that is left at Disney Resorts for thirty (30) or more days. This includes the right in our sole discretion to sell such property with or without notice at a public or private sale or to otherwise dispose of or donate such property to charity, and in any case to retain all proceeds from the sale or other disposition of such property.

## **10. Submission of Ideas**

We request that all Members refrain from sharing any of their own confidential or proprietary information or unsolicited ideas or proposals with us or our affiliates or any of our or their respective Cast Members. Any ideas, proposals or information shared by any such individuals with us or our affiliates or any of our or their respective Cast Members will be deemed non-confidential and non-proprietary and may be used or disclosed by us, or any of our affiliates, without restriction, obligation or compensation. This excludes any personally identifiable information of any such individuals that we may require them to share with us for admission as Members or to receive their Membership Benefits.

## **11. Law/Jurisdiction**

These Policies/Rules, and any dispute or claim, whether in contract or tort, arising out of these Policies/Rules and/or the Program, will be governed by the laws of the State of Florida without giving effect to any conflict of laws provision thereof. Any dispute or claim, whether in contract or tort, arising out of these Policies/Rules and/or the Program will be submitted exclusively to the Circuit Court of Orange County in the State of Florida (or if the Circuit Court does not have jurisdiction over the subject matter thereof, then to such other court sitting in such county having subject matter jurisdiction) for trial and determination by the court sitting without jury. Each Member consents to the exclusive jurisdiction of such court and to service of process outside the State of Florida pursuant to the requirements of such court in any matter submitted to it, and each Member and we expressly waive the right to a jury trial.

## **12. Certain Rights of Disney**

We reserve the right to refuse service or deny admission to or Disney Resorts to any Member or to require any such individual who has already been admitted to leave such premises, without refund, liability or compensation, if we deem that the circumstances so require.

We may from time to time, without prior notice and without refund, liability or compensation, change the operating hours of any Disney Resort, close all or any part of any such theme park or other attraction or location, restrict the number of persons having access to any such theme park or other attraction or location, or suspend or cancel any attraction or entertainment if we deem that the circumstances so require.

## **13. Changes and Interpretation of these Policies/Rules**

All information presented in these Policies/Rules is valid as of May 2, 2023; however, subject to change without notice.

Unless the context otherwise requires, for the purposes of these Policies/Rules, (i) terms defined under these Policies/Rules include, where appropriate, the plural as well as the singular, and the singular as well as the plural; and (ii) the terms "include" and "including" are not limiting and mean including without limitation.

These Policies/Rules constitute the entire agreement, and supersede any and all prior or contemporaneous communications, representations or agreements, whether written or oral, express or implied, between us and the Members. No Member may rely on any understanding, statement or representation, expressed or implied, other than as expressly set forth in these Policies/Rules.

These Policies/Rules may be changed by us at any time without prior notice in our sole discretion. This includes our right to terminate or modify any Membership benefits at any time without notice as we deem appropriate in our sole discretion.

Member types are subject to availability and may be discontinued or changed in our sole discretion at any time.

Nothing in these Policies/Rules will be construed as restricting the use of the facilities of the Disney Resorts in any way, shape or manner.



## EXHIBIT A

The current membership fees are as follows:

Type of Membership	Annual Fee
Silver	\$261.73 plus a 6.6% platform processing fee of \$17.27 for a total of \$279.00
Gold	\$575.05 plus a 6.6% platform processing fee of \$37.95 for a total of \$613.00
Platinum	\$899.63 plus a 6.6% platform processing fee of \$59.37 for a total of \$959.00

Fees are subject to change at any time without notice.

## EXHIBIT B

### Club runDisney Standard of Conduct

#### General

The following is a list of behavior that violates the Club *runDisney* Standard of Conduct. This list is not exhaustive. Behavior that violates the Club *runDisney* Standard of Conduct also includes any behavior (whether or not similar to any of the behaviors more specifically described below) that we determine in our sole discretion is prejudicial to the reputation or character of this Program or us or our affiliates or that may endanger the welfare, safety, harmony or good reputation of this Program or of us or our affiliates.

Accordingly, while visiting Disney Resorts, (i) each Member adheres to this Club *runDisney* Standard of Conduct.

#### Theme Park Rules and Policies

Members visiting Disney Resorts must adhere to the rules and policies of that Resort in effect at the time of the visit.

This includes the following:

- not bringing into Disney Resorts any alcoholic beverages, marijuana or any illegal substance;
- not bringing into Disney Resorts any of the prohibited items proscribed under those rules and policies (such as weapons of any kind or objects that appear to be weapons or toy guns);
- not engaging while at Disney Resorts in any of the prohibited activities proscribed under those rules and policies (such as selling, or displaying for sale, goods or services, or photography, videotaping or recording of any kind for commercial purposes);
- not engaging in unauthorized events, demonstration or speeches, or using any flag, banner or sign for commercial purposes, or to incite a crowd; and
- not engaging in any other unsafe act or other act that may impede operations.

This also includes the wearing of proper attire while at Disney Resorts.

For the *Walt Disney World*® Resort Park Rules, see <https://disneyworld.disney.go.com/park-rules/>. The *Walt Disney World*® Resort Park Rules are subject to change at any time without notice.

For the *Disneyland*® Resort Park Rules, see <https://disneyland.disney.go.com/park-rules/>. The *Disneyland*® Resort Park Rules are subject to change at any time without notice.

### No Solicitation

Members may not make any solicitations of any kind while at Disney Resorts. This includes a prohibition on originating, soliciting, circulating or posting any petitions.

### Harassment

Members are expected to treat others with respect and must not engage in harassing or bullying behavior while at Disney Resorts. Accordingly, no harassment, sexual or otherwise, will be permitted by any Member while at Disney Resorts.

### No Abuse of Cast Members

Members may not abuse any of the Disney Cast Members, verbally or otherwise. In furtherance of and without limiting the foregoing, Members may not reprimand or discipline any Disney Cast Member. Any Cast Member not rendering courteous and prompt service should immediately be reported to us.

## **No Personal Services**

Members may not, while at Disney Resorts, request special personal services from Cast Members who are on duty or request personal use of our or our affiliates' furnishings or equipment that are not ordinarily available for use by Members.

Disney Resort policies and rules are subject to change at any time without notice. Additionally, we may adopt such other policies and rules for Disney Resorts (separate here from) as we deem appropriate in our sole discretion.

## EXHIBIT C

### Club *runDisney* Membership Benefits and Tiers<sup>+</sup>

- **Silver Membership Benefits**

- Member Welcome Package<sup>\*</sup>
  - Member Jacket, Club *runDisney* Magnet, Membership Card, Club *runDisney* Virtual 10k Medal
- Tier 1 pricing year-round for available *runDisney* Races<sup>\*\*</sup>
- Exclusive Club *runDisney* Virtual 10K – October 2023<sup>\*</sup>
- Club *runDisney* designation on race bibs<sup>\*\*</sup>

- **Gold Membership Benefits**

- Silver Benefits Plus:
- A guaranteed opportunity to purchase one registration in each race weekend through early registration
- Club *runDisney* Expo Experience including:
  - Early access to *runDisney* Merchandise Shop<sup>\*\*\*\*</sup>

- **Platinum Membership Benefits**

- Gold Benefits Plus:
- A guaranteed opportunity to purchase two race registrations in each race weekend through early registration<sup>\*\*\*</sup>
- Club *runDisney* Expo Experience including:
  - Club *runDisney* Headquarters with convenient packet pick-up
  - Early access to *runDisney* Merchandise Shop<sup>\*\*\*\*</sup>
- Upgraded corral placement

\*Member packages will be shipped to the physical address provided in your Member profile.

\*\*Race registration is not included in the cost of Club *runDisney* and requires a separate purchase and is subject to availability.

\*\*\*To access *runDisney* early registration offers, members must register through the special link emailed to them by Club *runDisney* during the early registration window identified in the email. Offers are subject to change or termination without notice. Early registration is only available for the Club *runDisney* member. All upcoming events, dates, times and prices subject to change. All races are subject to age eligibility requirements. All races are subject to capacity limits and may close at any time. Registration fees are nonrefundable.

\*\*\*\*Early access to the *runDisney* Merchandise shop is only for Day 1 of the *runDisney* Health & Fitness Expo at each *runDisney* race weekend.

<sup>+</sup> All special offers and events are subject to availability and limited to the Club *runDisney* member. Events, dates, times are subject to change.