

Jacob M. Polakoff, Bar No. 035832006
jpolakoff@bm.net
BERGER MONTAGUE PC
1818 Market Street, Suite 3600
Philadelphia, PA 19103
Tel. 215.875.3000
Fax 215.875.4604

Attorneys for Plaintiff

**THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

SUZANNE CARUSO, on behalf of herself and all others similarly situated,	:	
	:	Case No.:3:21-cv-9665
	:	
	:	
Plaintiff,	:	CLASS ACTION COMPLAINT
	:	
v.	:	
	:	DEMAND FOR JURY TRIAL
Jet Set Sports, LLC d/b/a CoSport,	:	
	:	
Defendant	:	

CLASS ACTION COMPLAINT

Plaintiff Suzanne Caruso, by and through the undersigned counsel, on behalf of herself and a class of all others similarly situated, brings this action against Defendant Jet Set Sports, LLC d/b/a/ CoSport (“Defendant” or “CoSport”), for breach of contract, violation of the New Jersey Consumer Fraud Act (“CFA”) and the New Jersey Truth-in-Consumer Contract, Warranty and Notice Act, (“TCCWNA”).

NATURE OF THE ACTION

1. Plaintiff brings this class action lawsuit on behalf of all people who purchased tickets and accommodations for the Summer Olympics through CoSport, which is the sole entity authorized to sell tickets to the American public. Because of the Novel Coronavirus pandemic, the Summer Olympics in Tokyo were postponed from the summer of 2020 to the summer of 2021. However, the Japanese Olympic Committee recently announced that no international spectators will be allowed to attend. As a result, the Olympic tickets and accommodations purchased by Plaintiff and the putative class through CoSport are worthless. They are of no value whatsoever.

2. Regardless, Defendant CoSport refuses to grant Plaintiff and the class a full refund under its Terms and Conditions. Instead, CoSport only offers a partial refund (75%) IF the customer elects her refund by the eight (8) day deadline and the customer agrees to hold CoSport harmless for retaining the remainder of their refund (25%). This conduct not only constitutes a breach of contract, but it is also unfair and deceptive in violation of the New Jersey CFA and TCCWNA.

PARTIES

3. Plaintiff Suzanne Caruso is a Texas citizen residing at 6438 Lupton Dr., Dallas, Texas 75225.

4. Defendant Jet Set Sport, LLC d/b/a CoSport is a New Jersey corporate citizen with its corporate headquarters located at 196 Route 202 North, Far Hills, NJ 07931.

JURISDICTION AND VENUE

5. The Court has personal jurisdiction over CoSport because it is a corporation registered under the laws of the State of New Jersey and maintains its headquarters and principal place of business at 196 Route 202 North, Far Hills, NJ 07931.

6. This Court has subject matter jurisdiction pursuant to the Class Action Fairness Act, since certain members of the class are citizens of States different from States in which Defendant is a citizen and because the amount in controversy exceeds \$5,000,000, exclusive of interest and costs. *See* 28 U.S.C. § 1332(d).

7. Venue is proper in this judicial District because a substantial part of the events and omissions giving rise to the claims herein occurred in this judicial District as CoSport is headquartered here and because Defendant is subject to personal jurisdiction in this judicial District. 28 U.S.C. § 1391.

8. The CoSport “Terms and Conditions of Sale Tokyo 2020 Olympic Games” Agreement includes the following Choice of Law Provision requiring venue in this Court:

Choice of Law: The validity, construction, enforcement and interpretation of these Terms and Conditions, and any

and all claims arising out of or relating to the subject matter of these Terms and Conditions (including all tort claims), shall be governed by the laws of the State of New Jersey, USA, without regard to the conflict of law's provisions thereof. Customer hereby agrees that any suit or legal proceeding instituted in connection with the subject matter of these Terms and Conditions shall be brought (and thereafter maintained) exclusively in the state courts of or federal courts located in New Jersey, United States.

FACTUAL ALLEGATIONS

9. CoSport is the exclusive resource for Americans to purchase tickets to Olympic events. According to its website:

CoSport is the world's leading provider of Olympic Games tickets and hospitality packages, having supported hundreds of thousands of fans at the past 10 Olympic and Olympic Winter Games.

For the next Olympic Games in Tokyo, we are proud to serve as an Official Sponsor/Partner of the National Olympic Committee as well as the exclusive Authorized Ticket Reseller in the following 8 territories: Australia, Bulgaria, Croatia, Hellenic, Jordan, Norway, Sweden, and the United States.

(www.cosport.com/AboutUs).

10. The International Olympic Committee and the United States Olympic Committee refers all Americans to CoSport for tickets and accommodations.

11. Plaintiff is an avid supporter of the US Olympic Team, having attended several Olympics in the past.

12. On December 2, 2019, Plaintiff purchased the "Tokyo 2020 Olympic Games SS Package" from CoSport for \$16,375.00.

13. This package included charges of: (2) Diving Tickets at \$121.29 each plus a \$24.26 handling fee totaling \$291.10, (2) Water Polo Tickets at \$97.03 each, plus a \$19.41 handling fee per ticket totaling \$232.88, (4) Volleyball - Beach Tickets at \$75.68 each, plus a \$15.14 handling fee per ticket totaling \$363.28, (2) Athletics Tickets at \$523.97 each, plus a \$58.22 handling fee per ticket totaling \$1,164.38. Additional Services including 5 nights at the Keio Plaza Hotel, daily breakfast, pre-games and onsite management totaled \$14,323.36, bringing the grand total to \$16,375.00.

A. Japanese Prime Minister Shinzo Abe and IOC President Thomas Bach Hold a Press Conference to Announce the Postponement of the 2020 Summer Olympics

14. Originally slated for a July 24, 2020 start date, the decision was made on March 24, 2020 to re-schedule the 2020 Summer Olympics to begin on July 23, 2021 due to the Covid-19 pandemic:

In the present circumstances and based on the information provided by the WHO today, the IOC President and the Prime Minister of Japan have concluded that the Games of the XXXII Olympiad in Tokyo must be rescheduled to a date beyond 2020 but not later than summer 2021, to safeguard the health of the athletes, everybody involved in the Olympic Games and the international community.

15. Organizers then decided to use a number of safety measures in order to facilitate the safest environment for both athletes and spectators. Many of these precautionary measures were well known, such as mandatory vaccinations,

limitations on the number of spectators and rules governing how competitors would move around and interact with the public. However, Organizers never stated that international spectators would be prohibited from attending.

16. CoSport provided updates to its customers.

Tokyo 2020 Games – January 22, 2021 IOC Statement on the report in the newspaper “The Times” regarding Tokyo 2020

Dear CoSport Customers,

We refer you to the strong and clear statement that the Japanese Government made today, saying that the report is “categorically untrue”. Please find the statement [here](#).

“Some news reports circulating today are claiming that the Government of Japan has privately concluded that the Tokyo Olympics will have to be cancelled because of the coronavirus. This is categorically untrue.”

<https://cosport.com/files/2020tokyo/2021-01-22%20IOC%20Statement-fre-eng.pdf>).

CoSport Website Sales Reopens - February 8, 2021

Dear CoSport Customers,

We have completed our inventory maintenance on Hotel & Tickets Packages (HTPs), Tickets & Hospitality Pass Packages (THPPs) while making new inventory available for Individual Ticket sales. CoSport will reopen sales at NOON (EST) on Monday February 8, 2021.

Thank you for your patience.

The CoSport Team

CoSport Website Spectator Update March 12, 2021

Dear CoSport Customers,

Although the Olympic Movement is developing health and safety protocols designed to keep spectators safe, CoSport has become aware the Japanese Government is considering barring the attendance of international spectators at the 2020 Olympic and Paralympic Games. No final decision has been made.

If the Japanese Government were to restrict attendance, CoSport and the United States Olympic and Paralympic Committee (USOPC), would work with the Tokyo 2020 organizers to provide refunds for tickets – similar to what happened last Summer when refunds were offered at the time of the postponement. As an intermediary, CoSport passes customer payments for tickets to Tokyo 2020; therefore, the organizers would have to return those funds to CoSport so we could redistribute it to customers. A similar process would be involved for ticket and hotel packages, as CoSport also would work with hotels to refund moneys provided to reserve rooms. For these reasons, CoSport would be unable to provide an immediate refund, and attempts to obtain a refund directly from CoSport before these entities could provide the refunds to CoSport would be unsuccessful.

Although CoSport currently does not have more information, please feel free to reach out to customer service if you have questions.

The CoSport Team

B. The Japanese Government Bars International Spectators from Attending the 2020 Olympics in Tokyo

17. On March 20, 2021, the Japanese Organizers along with the International Committee permanently changed how the world would experience the Summer Olympics. They decided to bar international spectators from attending any Olympic events:

The decision on international spectators will “ensure safe and secure Games for all participants and the Japanese public,” Tokyo 2020 organisers said in a statement following five-way talks that included the head of the International Olympic Committee, Thomas Bach, and the Tokyo governor.”

“People who are involved in the Olympics in some way may be allowed to enter the country, whereas regular visitors will not be able to,” Tokyo 2020’s Muto said.

(<https://www.reuters.com/lifestyle/sports/tokyo-2020-likely-wont-allow-foreign-olympic-volunteers-kyodo-2021-03-20/>)

18. After this news was announced, CoSport released the following update:

CoSport Website Spectator Update

Updated March 20, 2021

Dear CoSport Customers,

This has been a tough year as all of us have had to manage the impacts of COVID-19. We were hoping Tokyo 2020 would mark a global turning point as the world gathered to celebrate the Games. Unfortunately, the [Japanese Government’s decision](#) to bar international spectator attendance is yet another disappointing blow. The [International Olympic Committee has accepted this decision](#), and we must respect their concerns about health and safety.

Because the Japanese Government has restricted international spectator attendance:

- CoSport and the United States Olympic & Paralympic Committee will work with Tokyo 2020 to secure your refund based on the [terms and conditions](#) of your purchase as well as the policies and procedures Tokyo 2020 will develop and provide to us.

- The refund process Tokyo 2020 will develop likely will be similar to the way refunds were provided for those who chose the option not to attend due to the postponement. We have learned from that unprecedented situation and are endeavoring to make the process smoother.
- The Tokyo 2020 organizers first will have to return the necessary funds to CoSport because CoSport, as an intermediary, long ago forwarded your payments for your tickets to them.
- Tokyo 2020 has confirmed it will honor this responsibility in its announcement.
- If you have purchased ticket and hotel packages, we also will have to work with the Japanese hotels to refund the monies already provided to them to secure your rooms.

We will provide your refund as soon as the process allows; however, as the organizers continue to navigate the impact of COVID-19, the process likely will take some time. We ask for your patience and understanding in advance as the Olympic authorities and we work through the details.

- For the reasons specified above, CoSport is unable to provide an immediate refund. Any attempt to obtain a refund through third parties, such as credit card companies, rather than directly from CoSport, prior to any final announcement related to the refund policy Tokyo 2020 will develop or before the entities mentioned above return your monies to CoSport, will not be honored. Experience has shown that attempts to circumvent the official process will complicate the process and delay your refund.

As soon as Tokyo 2020 provides us with the detailed refund process, we will provide information about how to apply directly to CoSport for your refund.

Best Regards,

The CoSport Team

C. The Seventy-Five Percent Refund “Offer”

19. CoSport then changed its tune. Instead of making good on its prior promise to “work with Tokyo 2020 to secure your refund based on the terms and conditions of your purchase,” it offered only a refund of seventy-five percent of the purchase price. Essentially, CoSport seeks to retain its profit from selling worthless tickets and accommodations in direct contradiction to its own contractual obligations.

20. On April 7, 2021, CoSport’s President, Robert F. Long, issued an email to all CoSport customers as follows:

Dear Suzanne,

Re: Refund Request Form Due April 16, 2021

As you know, the Japanese Government decided to bar international spectators from attending the Tokyo 2020 Olympic and Paralympic Games due to concerns over COVID-19. Like you, we are disappointed by this news but are committed to work with you through Tokyo 2020’s refund process.

As mentioned previously, the refund process regrettably will take time as Tokyo 2020 has told us they will not be able to return the ticketing portion of your refund until the third quarter of this year. It also will take time for the hotel to return the funds used to secure your room. We are taking steps to shorten the final step, our processing your refund, and will address those in a follow-up letter.

Although CoSport and other Olympic entities encouraged the Japanese Government and organizers to refund all costs incurred by international spectators, they decided not to. As a result, we will provide you with options similar to those provided during last year’s postponement refund process:

1. Refund: If you request a refund, you will receive a refund totaling 75 percent of the cost of the package you purchased. Your refund will consist of the face value of each ticket and as much of your payment to

secure your rooms the hotel will return. Additionally, because we are beginning to understand significant portions of these funds will be unrecoverable, CoSport will subsidize the remaining portion of your refund so you will receive a 75 percent refund even if the amount returned by the Japanese entities falls short.

We hope you understand CoSport is unable to refund the rest. Authorized Ticket Resellers, like CoSport, provide packages that include tickets on behalf of organizing committees and National Olympic Committees to offer more-inclusive hospitality solutions to spectators. As a result, the price of packages includes the work and costs it takes to develop the program. Some of those expenditures will be lost, such as the work conducted to prepare the elements of the program, and others, such as financial transaction fees and currency conversions, will be doubled.

Because we are endeavoring to be your ally in this process, we will continue to press the Japanese Government and other entities to return more of your funds. If they do, we also will return that amount, meaning you could receive more than a 75 percent refund. To-date, they have been unwilling to do so.

We realize this is not the outcome any of us hoped for, but we are doing our best within the constraints provided us.

2. Credit: Alternatively, you may choose to receive credit equaling 100 percent of the amount of your purchase toward purchases related to future Olympic Games or other CoSport-ticketed events. If you were to choose this option, you also would be provided the opportunity to select tickets during a “pre-sale” period open only to those who had selected this option.

You can initiate your refund process by submitting your completed request form by APRIL 16, 2021, at 11:59 p.m., EDT. Failure to meet this deadline will jeopardize your refund. We recognize this is a quick turnaround; however, it is based on the deadline Tokyo 2020 gave us to apply for the ticketing portion of your refund on your behalf.

The form allows you to identify each order for which you are claiming a refund, authorize CoSport to cancel the orders on your behalf and release CoSport from any further claim related to these orders. Whether you choose to complete and submit the refund form, all orders will be

cancelled as a result of the international spectator ban imposed by the Japanese Government.

CoSport was founded to help spectators enjoy the experience of a lifetime at the Olympic and Paralympic Games. We remain disappointed we were not allowed to fulfil this mandate and that you were not allowed to create those memories. We recognize a refund will not cure the disappointment, but we will do what we can within our control to hasten the process.

We appreciate your prompt attention to this request form and promise to share updates related to this process as we receive them.

Regards,

Robert F. Long

President, CoSport

[Begin Survey](#)

(Exhibit B).

21. The “Survey” attached to the 75% Refund email included a disclaimer attempting to absolve CoSport of any and all liability for amounts above 75%.

By exercising this option, I also agree to forever discharge and release CoSport and its affiliates from any and all claims arising out of or in connection with your order. You also agree you have read and understand the refund process outlined in the accompanying letter, dated April 6, 2021.

(Exhibit C).

22. Importantly, the Refund Request Survey did NOT allow customers to seek a refund without also agreeing to absolve CoSport of further liability. In other words, despite their contractual, legal and ethical right to a full refund, Plaintiff and other customers were forced to either forego making any request for a refund or be

forced to allow CoSport to retain 25% of their money due. This is contrary to the customers' rights under the CoSport Terms and Conditions.

23. The CoSport Terms and Conditions provide that a "Full" refund will be provided if the customer's order cannot be completed.

Limitation of Liability

...

If a Customer is actually charged by THE COMPANY for any Product(s) (including but not limited to accommodations, transportation, Tickets or any combination thereof) without their respective order(s) being completed as detailed above, THE COMPANY will refund Customer in full by crediting their respective Account at the earlier of either THE COMPANY detecting the error or Customer notifying THE COMPANY of the error.

(Exhibit A).

CLASS ALLEGATIONS

24. Pursuant to Federal Rule of Civil Procedure 23(a), (b)(2) and (b)(3), Plaintiff brings this action on behalf of herself and all others similarly situated.

The "Class" is defined as:

All persons in the United States who purchased Tickets and Accommodation Packages from CoSport for the 2020 Tokyo Olympic Games and entered into a CoSport Terms and Conditions of Sale Agreement substantially in the form of Exhibit A.

25. Excluded from the Class are: (a) Defendant, any entity in which Defendant has a controlling interest, and its legal representatives, officers, directors,

employees, assigns, and successors; and (b) the judge to whom this case is assigned and any member of the judge's immediate family.

26. CoSport's Terms and Conditions of Sale Agreement dictates that New Jersey law "governs these Terms of Use."

27. The statute of limitations is six years for the New Jersey Consumer Fraud Act ("NJCFA"), the New Jersey Truth-in-Consumer Contract Warranty and Notice Act ("TCCWNA") and for Breach of Contract.

28. Plaintiff can identify and ascertain all other class members from CoSport's business records. These records are computerized and will reflect which customers were charged and paid CoSport's deceptive and unfair "Program Fee" which was actually an undisclosed Credit/Debit Card Surcharge. Thus, Plaintiff's proposed Class is ascertainable.

29. **Numerosity:** Plaintiff does not know the exact size of the Class because this information is in CoSport's exclusive control. However, based on the nature of the commerce involved and the size and scope of CoSport's business, Plaintiff believes the class members number in the tens of thousands and that class members are dispersed throughout the United States and the world. Therefore, joinder of all class members would be impracticable.

30. **Typicality:** Plaintiff's claims are typical of other class members' claims because Plaintiff and all class members were subject to a standard form Terms

and Conditions which requires a “full” refund be issued when their attendance at the Tokyo Olympics was precluded.

31. **Commonality and Predominance:** Questions of law and fact common to the Class exist and predominate over questions affecting only individual members, including, *inter alia*, the following:

- a. Whether the contract between CoSport and the Class (including Plaintiff) was breached by not providing a full refund;
- b. Whether the contract between CoSport and the Class (including Plaintiff) was breached by CoSport’s attempt to retain 25% of the refunds due;
- c. Whether CoSport’s representations regarding the Seventy Five Percent Refund are unfair and deceptive in violation of the CFA;
- d. Whether CoSport violated the TCCWNA by refusing to refund 25% of the amounts paid by Plaintiff and the Class;
- e. Whether CoSport’s actions have proximately caused an ascertainable loss to Plaintiff and members of the Class, if so, the proper measure of damages; and
- f. Whether Plaintiff and class members are entitled to declaratory and injunctive relief.

32. **Adequacy:** The named Plaintiff will fairly and adequately represent and protect the interest of the members of the Class because she possesses no interest antagonistic to the class members she seeks to represent, and because the adjudication of her claims will necessarily decide the identical issues for all other class members. Whether the CFA and the TCCWNA were violated and whether CoSport breached its contract involve predominating common issues that will be decided for all consumers who entered into similar or identical Terms and Conditions. There is nothing peculiar about the Plaintiff's situation that would make her an inadequate class representative.

33. Plaintiff has retained counsel competent and experienced in both consumer protection and class action litigation.

34. **Superiority:** A class action is superior to other methods for the fair and efficient adjudication of this controversy because the damages suffered by each individual class member are relatively modest, compared to the expense and burden of individual litigation. It would be impracticable for each class member to seek redress individually for the wrongful conduct alleged herein. It would be difficult, if not impossible, to obtain counsel to represent Plaintiff on an individual basis for such small claims. Practically speaking, a class action is the only viable means of adjudicating the individual rights of Plaintiff and the Class. There will be no difficulty in the management of this litigation as a class action as the legal issues

affect a standardized pattern of conduct by Defendant and class actions are commonly used in such circumstances. Furthermore, since joinder of all members is impracticable, a class action will allow for an orderly and expeditious administration of the claims of the Class and will foster economies of time, effort and expense.

CLAIMS FOR RELIEF

COUNT I: BREACH OF CONTRACT (On Behalf of the Class)

35. Plaintiff, on behalf of herself and all others similarly situated, repeats and realleges paragraphs 1 through 34 as if expressly set forth in this Count.

36. Plaintiff and class members contracted with CoSport to purchase tickets and accommodations for the 2021 Summer Olympics in Tokyo subject to CoSport's Terms and Conditions Agreement. **Exhibit A.**

37. The CoSport Terms and Conditions provide that a "Full Refund" will be provided if the customer's order cannot be completed.

Limitation of Liability

...

If a Customer is actually charged by THE COMPANY for any Product(s) (including but not limited to accommodations, transportation, Tickets or any combination thereof) without their respective order(s) being completed as detailed above, THE COMPANY **will refund Customer in full** by crediting their respective Account at the earlier of either THE COMPANY detecting

the error or Customer notifying THE COMPANY of the error.

Exhibit A (emphasis added).

38. Despite the “Products” sold by CoSport (tickets and accommodations) not being available to Plaintiff and the Class, CoSport refuses to provide a “full” refund as referenced in its Terms and Conditions.

39. To the contrary, CoSport will only provide a refund of 75% IF the customer (1) requests a refund within the eight (8) days following its email notice (deadline of April 16, 2021). There is no such provision set forth in the Terms and Conditions.

40. Additionally, it was a breach of contract for CoSport to ask consumers to release it from liability as a prerequisite to seeking a refund. Such restrictions are not permitted by the Terms and Conditions.

41. As a direct and proximate result of their attendance at the Tokyo Olympics being prohibited, Plaintiff and putative class members are entitled to a full refund of all amounts paid to CoSport for tickets and accommodations in connection with the Summer Olympics in Tokyo.

42. Specifically, Plaintiff is due a refund of \$16,375.00.

43. Plaintiff has been harmed by CoSport’s breach of contract by (1) its refusal to provide a timely refund of her money; (2) its requiring her to seek a refund

by agreeing to only take (75%); and (3) by attempting to absolve itself from further liability as a condition of any refund.

44. Absent class members have been harmed similarly.

45. Plaintiff and class members suffered actual damages in the amount of all amounts paid as a direct and proximate result of Defendant's breach.

COUNT II:
VIOLATION OF THE NEW JERSEY CONSUMER FRAUD ACT
N.J.S.A. §56:8-2.1 *et seq.*
(On Behalf of the Class)

46. Plaintiff, on behalf of herself and all others similarly situated, repeats and realleges paragraphs 1 through 45 as if expressly set forth in this Count.

47. This Count is asserted in the alternative to Plaintiff's Breach of Contract Claim. In other words, this Claim will only proceed if Plaintiff is unsuccessful in receiving her full refund under her Breach of Contract claim.

48. N.J.S.A. §56:8-2. declares that:

The act, use or employment by any person of any unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation, or the knowing, concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise or real estate, or with the subsequent performance of such person as aforesaid, whether or not any person has in fact been misled, deceived or damaged thereby, is declared to be an unlawful practice; ...

49. Plaintiff is both a “person” and “consumer” pursuant to N.J.S.A. §56:8-1(d), as she and all class members are natural persons as defined therein.

50. Defendant is a “person” pursuant to N.J.S.A. §56:8-1(d), as it is a business entity, corporation or company as defined therein.

51. The tickets and accommodations sold by CoSport constitute “merchandise” pursuant to N.J.S.A. §56:8-1(c).

52. Defendant engages in the sale of merchandise pursuant to N.J.S.A. §56:8-1(e), as it offers Olympic tickets and accommodations directly to the public for sale.

53. CoSport engaged in an unconscionable, unfair, deceptive, fraudulent and/or misleading pattern and practice by making misleading or false statements regarding its refund program. Specifically, it is unfair and deceptive to force consumers to “elect” their refund, while doing so forces them to agree to hold CoSport harmless for 25% of the damages they suffered.

54. Specifically, CoSport attempted to force Plaintiff and all other class members to agree to the following as a condition of obtaining a 75% refund:

By exercising this option, I also agree to forever discharge and release CoSport and its affiliates from any and all claims arising out of or in connection with your order. You also agree you have read and understand the refund process outlined in the accompanying letter, dated April 6, 2021.

55. Such practices contravene the New Jersey Consumer Fraud Act, N.J.S.A. § 56:8-1, *et seq.*

56. N.J.S.A. § 56:8-2.11 provides that “Any person violating the provisions of the CFA shall be liable for a refund of all monies acquired by means of any practice declared herein to be unlawful.”

57. As a result of Defendant’s aforementioned violations, Plaintiff suffered an ascertainable loss of \$16,375.00 if no refund is provided, or by \$4,093.75 (25%) if a 75% refund is ultimately provided. In any event, it is unconscionable for CoSport to attempt to force Plaintiff and the absent class members to choose between obtaining a partial refund or no refund at all through this unfair and deceptive practice when they are clearly due to receive a full refund under the Terms and Conditions.

58. As a result of Defendant’s aforementioned violations, Plaintiff and putative class members are due to receive their actual damages equal to the ascertainable loss of all program fees paid to CoSport during the class period.

59. But for CoSport’s unconscionable acts and misrepresentations in violation of the CFA, Plaintiff would not have suffered any damage. Said another way, Plaintiff’s damages are the direct and proximate result of Defendant’s violations of the CFA, in that her loss flowed directly from CoSport’s acts.

60. Plaintiff and class members are entitled to treble damages pursuant to N.J.S.A. § 56:8-19.

61. In accordance with N.J.S.A. § 56.8-19 and N.J.S.A. § 56.12-17, Plaintiff and class members are entitled to attorney's fees and litigation costs.

COUNT III:
VIOLATION OF THE NEW JERSEY TRUTH-IN-CONSUMER
CONTRACT, WARRANTY AND NOTICE ACT, ("TCCWNA") N.J.S.A. §
56:12-14 *et seq.*
(On Behalf of the Class)

62. Plaintiff, on behalf of herself and all others similarly situated, repeats and realleges paragraphs 1 through 61 as if expressly set forth in this Count.

63. This Count is asserted in the alternative to Plaintiff's Breach of Contract Claim. In other words, this Claim will only proceed if Plaintiff is unsuccessful in receiving her full refund under her Breach of Contract claim.

64. The New Jersey Truth in Consumer Contract, Warranty and Notice Act (TCCWNA) § 56:12-14 *et seq.*, prohibits sellers from "offer[ing] to any consumer or prospective consumer or enter[ing] into any written consumer contract or giv[ing] or display[ing] any written consumer warranty, notice or sign . . . which includes any provision that violates any clearly established legal right of a consumer or responsibility of a seller . . . as established by State or Federal Law . . ." N.J.S.A. § 56:12-15.

65. Plaintiff and all members of the Class are “consumers” within the meaning of TCCWNA.

66. CoSport is a “seller” within the meaning of TCCWNA.

67. CoSport’s Terms and Conditions Agreement is a written agreement between CoSport and Plaintiff which is both a “consumer contract” and a notice within the meaning of TCCWNA.

68. Plaintiff has a clearly established right to receive a full refund under her Contract with CoSport. However, CoSport has engaged in unconscionable conduct in violation of this clear legal right by trying to force Plaintiff and other members of the Class to agree to only obtain a 75% refund despite its contractual obligations.

69. Additionally, CoSport attempted to force Plaintiff and all other class members to agree to the following as a condition of obtaining a 75% refund despite their clear legal right to a refund under its original Terms and Conditions:

By exercising this option, I also agree to forever discharge and release CoSport and its affiliates from any and all claims arising out of or in connection with your order. You also agree you have read and understand the refund process outlined in the accompanying letter, dated April 6, 2021.

70. Plaintiff, and all members of the Class, have not received a full refund and may not even receive a 75% refund unless they agree to release CoSport from liability. As a result, Plaintiff and the Class have suffered harm as a result of

CoSport's 75% refund offer, which makes them "aggrieved consumers" within the meaning of N.J.S.A. § 56:12-17.

71. As a result of Defendant's aforementioned violations, Plaintiff suffered an ascertainable loss of \$16,375.00 if no refund is provided, or by \$4,093.75 (25%) if a 75% refund is ultimately provided. In any event, it is unconscionable for CoSport to attempt to force Plaintiff and the absent class members to choose between obtaining a partial refund or no refund at all through this unfair and deceptive practice when they are clearly due to receive a full refund under the Terms and Conditions.

72. As a result of CoSport's violations of TCCWNA as alleged herein, Plaintiff and putative class members are entitled to damages pursuant to N.J.S.A. § 56:12-17 which include actual damages and statutory damages of not less than \$100 per violation, together with reasonable attorney fees and costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff pray that the Court enter an Order:

A. Certifying this action as a class action as provided by Rule 23(a) and (b) of the Federal Rules of Civil Procedure, appointing Plaintiff as class representative, and appointing the undersigned to act as Class Counsel;

B. Declaring that CoSport is financially responsible for notifying all class members;

C. Declaring that CoSport is in breach of its contracts with Plaintiff and class members and awarding compensatory damages;

D. For injunctive relief prohibiting CoSport from future violations of the Consumer Fraud Act, N.J.S.A. § 56:8-1 *et seq.*, and the Truth-in-Consumer Contract, Warranty and Notice Act, N.J.S.A. § 56:12-14 *et seq.*, and requiring CoSport to comply with these statutes and all applicable rules and regulations;

E. Awarding disgorgement of all amounts not fully refunded to Plaintiff and all class members;

F. Awarding actual damages, punitive damages, treble damages pursuant to N.J.S.A. § 56:8-19, and actual and statutory damages pursuant to N.J.S.A. § 56:12-17;

G. Awarding reasonable attorneys' fees and costs of suit in connection with this action pursuant to N.J.S.A. § 56:8-19, and N.J.S.A. § 56:12-17;

H. Awarding pre-judgment and post-judgment interest; and

I. For such other and further relief as Plaintiff and class members may be entitled or as the Court deems equitable and just.

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury on all issues so triable.

DATED: April 16, 2021

/s/Jacob M. Polakoff

Jacob M. Polakoff, Bar No. 035832006

jpolakoff@bm.net
BERGER MONTAGUE PC
1818 Market Street, Suite 3600
Philadelphia, PA 19103
Tel. 215.875.3000
Fax 215.875.4604

VARNELL & WARWICK, P.A.
Brian W. Warwick*
Janet R. Varnell*
1101 E. Cumberland Ave., Suite 201H, #105
Tampa, Florida 33602
Telephone: (352) 753-8600
Facsimile: (352) 504-3301
bwarwick@varnellandwarwick.com
jvarnell@varnellandwarwick.com
*pro hac vice forthcoming

Attorneys for Plaintiff

Civ. Rule 11.2 CERTIFICATION

The undersigned certifies, under penalty of perjury, pursuant to Civ. Rule 11.2, that the matter in controversy in the foregoing Class Action Complaint is not the subject of any other action pending in any court, arbitration forum, or administrative proceeding.

DATED: April 16, 2021

/s/Jacob M. Polakoff
Jacob M. Polakoff, Bar No. 035832006
jpolakoff@bm.net
BERGER MONTAGUE PC
1818 Market Street, Suite 3600
Philadelphia, PA 19103
Tel. 215.875.3000
Fax 215.875.4604

VARNELL & WARWICK, P.A.

Brian W. Warwick*
Janet R. Varnell*
1101 E. Cumberland Ave., Suite 201H, #105
Tampa, Florida 33602
Telephone: (352) 753-8600
Facsimile: (352) 504-3301
bwarwick@varnellandwarwick.com
jvarnell@varnellandwarwick.com
*pro hac vice forthcoming

Attorneys for Plaintiff

EXHIBIT A

CoSport™ - Terms and Conditions of Sale
Tokyo 2020 Olympic Games
(Effective 17-February 2021)

Please read the Terms and Conditions of Sale set forth below carefully. By purchasing products from CoSport (herein after referred to as "THE COMPANY," "we" or "our"), you confirm that you have read, understand, and accept the following Terms and Conditions.

DEFINITIONS

- "Additional / Accommodations-Only Packages" means THE COMPANY offering which gives Hotel & Ticket Package and Priority Access Package Account Holders the ability, subject to availability, to purchase additional night(s) to extend the duration of their Hotel & Ticket Package or Priority Access Package.
- "Account" means a unique identifier for a given Customer created through the Website.
- "Account Holder" means the individual who maintains and holds responsibility for the Account with THE COMPANY.
- "Account Page" means the interface which records a Customer's order and/or purchase history and facilitates communication between Account Holder and THE COMPANY.
- "Authorised Ticket Reseller" or "ATR" means a TOCOG appointed entity to promote, sell and distribute Tickets for the Games.
- "Customer," "you" or "your" means the Person who has ordered and provided payment to THE COMPANY for one or more Products. If Customer transfers any inclusions of a Product(s) to a third-party user, Customer has the obligation to inform such user of his or her rights and responsibilities under these Terms and Conditions. For purposes of these Terms and Conditions, Customer is used interchangeably with "Account Holder" when referring to Hotel & Ticket Packages and Priority Access Packages.
- "Event" means (i) the Opening or Closing Ceremony for the Games, or (ii) any of the sports disciplines or competitions taking place during the Games, including cultural events and, dependent upon the Ticket that has been sold.

- "FLEX+ Tickets" means THE COMPANY offering related to the purchase of self-selected (FLEX) Tickets whereby Customer selects Tickets to one or more high demand Events and one or more regular demand Event(s).
- "Games" means the 2020 Olympic and Paralympic Games to be held in Tokyo, Japan.
- "Guest" means the Primary Guest and any member of Primary Guest's party.
- "Guest Registration" means the web-based registration system which Ticket & Hospitality Pass Package, Hotel & Tickets Package, Priority Access Package and/or Additional Accommodations-Only users must complete prior to the commencement of the Games.
- "Handling Fee" means the rate applied per Ticket in accordance with the TOCOG Ticket Sales Agreement. The Authorised Ticket Reseller may charge a reasonable handling fee per Ticket, such charge to be not more than twenty percent (20%) of the converted face value of the Ticket, up to a capped amount of (JPY) 6,000 per Ticket. The handling fee is presented in local country currency or as otherwise set forth on the Website.
- "Hotel & Ticket Package(s)" ("HTP") means the Package offering by THE COMPANY which consists of Tickets, hotel accommodations and/or other amenities during the Games.
- "Host City Collection Center" means THE COMPANY'S location in Tokyo where Customer can pick up Tickets based on an appointment schedule determined during the purchase process.
- "Individual Ticket(s)" means the offering of Individual Tickets by THE COMPANY to Customers, consisting of the purchase of standalone Ticket(s).
- "IOC" means the International Olympic Committee.
- "JPY" means Japanese Yen (JPY), the local currency of Japan.
- "Live Sales Phase" means the real-time period when Customers submit their orders for Tickets on a first-come, first-served basis via the Website.
- "NOC" means the various National Olympic Committees.

- "OCOG" means the Organizing Committees of the Olympic Games.
- "Package" means the Ticket & Hospitality Pass Package, Hotel & Ticket Package, Priority Access Package and/or Additional / Accommodations-Only Package.
- "Person" means an individual, partnership, firm, corporation, association, trust, unincorporated organization, or other entity.
- "Price Category" means the assigned Ticket price corresponding to a designated seating section for a particular Session at a Venue as determined by TOCOG.
- "Priority Access Package" means the Package offering by THE COMPANY to Account Holders, consisting of hotel accommodations and/or other amenities and priority access to select and purchase Tickets prior to the Live Sales Phase.
- "Priority Access Ticket Phase" means the period occurring before the Live Sales Phase during which Priority Access Package purchasers may select and purchase Tickets.
- "Primary Guest" means the primary registered user of Ticket & Hospitality Pass Packages, Hotel & Ticket Packages, Priority Access Packages and /or Additional / Accommodations-Only Packages.
- "Product(s)" means the offerings of goods and/or services by THE COMPANY to Customers, including Individual Tickets, FLEX+ Tickets, Hotel & Tickets Packages, Ticket & Hospitality Pass Packages, Priority Access Packages and/or Additional Accommodations-Only Packages.
- "Purchase Confirmation" means the official confirmation available within the Account Page, confirming the purchase of a Product(s) submitted through the Internet (directly by Customer), and confirming that payment has been charged/received in full for the Product.
- "Represented Territories" means Australia, Bulgaria, Croatia, Greece, Jordan, Norway, Sweden, and the United States.
- "Request" means the expression of interest related to Individual Tickets that purchasers can make during the Request Phase.

- "Request Phase" means the period of time during which Individual Ticket purchasers can submit their Request.
- "Scalper and/or Broker" means an unauthorized organisation (not recognized by TOCOG as an ATR) that buys and sells Products, including Tickets, for the purpose of reselling them and is sometimes also referred to as a secondary market reseller.
- "Session" means the valid period/time frame for which Tickets have been issued for access to an event during the Games.
- "Terms and Conditions" means the terms and conditions for purchasing Products and using the Website, including all of the provisions set out below and available at the links contained and incorporated herein, which also include other rules, policies and instructions, as well as any other rules that have been brought to your attention.
- "TOCOG" means the Tokyo Organizing Committee for the Olympic Games, a non-profit private civil association for the Games.
- "TOCOG Terms & Conditions" means the Tokyo 2020 Terms and Conditions of Ticket Purchase and Use and Spectator Policy, accessible via the TOCOG Website.
- "TOCOG Ticket Sales Agreement" means the agreement between TOCOG and the ATR which sets forth the rules related to Tickets sales, including Handling Fees and other applicable costs.
- "TOCOG Website" means <https://tokyo2020.org>.
- "Ticket" means a document, the presentation of which entitles the holder to admission to a Session, which may be in electronic form, a computer-generated form, or a conventional, printed ticket of admission.
- "Ticket & Hospitality Pass Package" ("THPP") means THE COMPANY offering related to the purchase of Ticket(s), optional performance pass(es) and single-entry pass(es) to enter THE COMPANY'S hospitality center on a pre-determined basis.
- "Ticket Bearer" means a person who holds admission to an Event and has a valid Ticket to such Event. A Ticket Bearer may also be a Customer or a person other than the Account Holder.

- "Ticket Confirmation" means the official confirmation available within the Account Page, confirming Tickets available for purchase during the Request Phase, submitted through your Account.
- "USD" means United States Dollar, the local currency in United States of America.
- "Venue" means the official site for a particular Event.
- "Website" means THE COMPANY's website: www.cosport.com.

GENERAL

Purchase: The purchase of Products from THE COMPANY constitutes Customer's verifiable acceptance of these Terms and Conditions as well as TOCOG's Terms and Conditions. You will be required to accept these Terms and Conditions prior to submitting a Product order. The explanations for Requests, payment instructions for each sales phase of the Games and all policies (including THE COMPANY's [Privacy Policy](#)), regulations, spectator guidelines published in the future regarding use of Ticket and behavior in Venues in connection with the Games are integral parts of this document.

Website Pricing and Typographical Errors: While THE COMPANY strives to provide accurate product and pricing information, errors may occur. In the event that an item is listed at an incorrect price or with incorrect information due to an error, THE COMPANY shall have the right, at our sole discretion, to refuse or cancel any orders placed for that item and provide a full refund. Prices and availability are subject to change without notice.

Order Cancellation by THE COMPANY: THE COMPANY reserves all rights to refuse any orders which are not complete, are inaccurate, or do not satisfy any or all of these Terms and Conditions. THE COMPANY may in its sole discretion, refuse applications or cancel orders submitted by any Person who resells or attempts to resell the Product(s) and/or any component of a Product in a manner inconsistent with these Terms & Conditions, unless previously and expressly authorized in writing by THE COMPANY. An attempt to resell Product(s) and/or any component of a Product in a manner inconsistent with these Terms & Conditions is grounds for seizure or cancellation/invalidation of such Product(s) without refund or other compensation.

Transferability: Customer is authorized to transfer Tickets included in a Product(s) to a Ticket Bearer who is a family member, friend or colleague who

is known to Customer personally and/or has a pre-existing business relationship with the Customer. Any such transfer must take place without payment or benefit in excess of the face value price of the Ticket. However, any refunds due under the TOCOG Terms and Conditions' Event Cancellation Policy will be made only to the original purchaser of the Product(s) in question.

If Customer is prevented from travelling or for any reason cannot make use of a Package purchased from THE COMPANY, Customer may transfer their booking to another Person; provided such Person meets all the requirements of these Terms and Conditions and that Customer notifies THE COMPANY of the transfer in writing.

Reselling: Customer is expressly prohibited from reselling Tickets and acknowledges that any unauthorized resale of Tickets is against the law. Such prohibition will be vigorously enforced by TOCOG. Further, the use of any Product components, including Tickets and/or services, to promote yourself or any third party as a reseller of components of Product(s), or the use components of Product(s) for any promotional, sweepstakes or contest purpose that would violate the provisions of these Terms and Conditions and/or the TOCOG Terms and Conditions is prohibited.

CUSTOMER AGREES THAT THE PRODUCT(S) MAY NOT BE RE-SOLD OR USED TO PROMOTE ANY PERSON, ENTITY, PRODUCT OR SERVICE WITHOUT PRIOR WRITTEN APPROVAL FROM THE UNITED STATES OLYMPIC COMMITTEE (USOC).

Travel to Host City: THE COMPANY accepts no responsibility or liability whatsoever for the failure of Guests to obtain appropriate documentation and/or if the Guests are refused entry at customs/immigration.

Disabled Customers: Any disability such as vision impairments, blindness, hearing loss, deafness, as well as people with mobility and/or agility impairments requiring special attention must be reported at the time of ordering. THE COMPANY will make reasonable efforts to accommodate the needs of disabled Customers/Guests, but is not responsible for any inability to accommodate, delay or denial of service by the Organizing Committee, carriers, hotels, restaurants, or other suppliers. Most motor coaches are not equipped with wheelchair ramps.

Wheelchair guest seating and visually impaired guest seating does not include a companion seat in the price of the Ticket. All wheelchair and visually impaired seating requests will be considered after the purchase of the Ticket is

completed because THE COMPANY must submit a request on your behalf to TOCOG. Although THE COMPANY will make every attempt to fulfill your request for accessible seating, we cannot, under any circumstances, guarantee that we will be able to fulfill such requests. Failure to fulfill such a request by TOCOG will not be grounds for cancelation and/or a refund of requested tickets. TOCOG's Accessibility Statement is available for viewing on the TOCOG Website.

Use of Promotional Material: Photographs and video, including images of Guests, taken by "THE COMPANY's" representatives during the Games and/or in relation to Product(s) are the sole property of THE COMPANY, and may be used in promotional materials. Feedback, both verbal and/or written, provided by Guests about a Product(s) is also the property of THE COMPANY, and may be used in promotional materials, including but not limited to the Website.

Insurance: THE COMPANY is not responsible or liable for loss, damage, theft of personal belongings, or for personal injury, accidents, and/or illness. Additionally, THE COMPANY is not responsible for circumstances that may arise subsequent to the purchase of Product(s) that may make it inconvenient or impossible for Customer to travel or use the Product(s), including without limitation, acts of God, financial circumstances of the Customer, climatic conditions, breakdown of machinery or equipment, acts of government or other authorities, wars whether or not declared, civil disturbances, strikes, riots, thefts, epidemics, quarantines, medical or customs regulations, terrorist activities, or any other actions, omissions or conditions beyond THE COMPANY's control. Neither THE COMPANY nor any of its affiliates or subsidiaries shall be or become liable or responsible for any additional expenses or liabilities or injuries sustained or incurred by Customer as a result of any of the aforementioned causes. For protection against such contingencies, THE COMPANY recommends that Customer maintain suitable insurance to cover these possibilities.

Limitation of Liability: THE COMPANY acts only as an agent for the hotels, transportation companies, owners or contractors, or by Persons in their employ, providing accommodations, transportation, or other services. All coupons, exchange orders, receipts, contracts, and Product(s) issued by THE COMPANY are issued subject to any and all taxes, terms and conditions under which any such accommodations, transportation, Tickets, or other services are provided. By the acceptance of such coupons, exchange orders, receipts, contracts, or Product(s), Customer agrees to the foregoing, and also agrees that neither THE COMPANY nor any of its partners, affiliates, subsidiaries, employees, shareholders, agents, or representatives shall be or become liable

or responsible in any way whatsoever for any loss, injury or damage (including without limitation, direct, indirect, incidental, punitive and consequential) to person, property, or otherwise, under any contract, negligence, strict liability, or other theory arising out of, relating to or in connection with any accommodations, transportation, Tickets, or other services, provided by THE COMPANY. Additionally, THE COMPANY is not responsible or liable for the acts or omissions of any Person not directly under the control of THE COMPANY. Customer further agrees that neither the NOCs of the Represented Territories nor TOCOG, the IOC or any other organizing body, shall have any liability of any kind, and Customer waives all claims against the NOCs of the Represented Territories, TOCOG, the IOC and any other organizing body, arising out of or relating to the subject matter of these Terms and Conditions.

In the event a Customer's order is unable to be processed and/or completed as a result of a system failure (which includes but is not limited to: failure of the Customer to input information as requested; Website failure due to high traffic/technical issues; or any other failure which results in the Customer's order not being completed), THE COMPANY shall not be liable for any loss, claims, or damages (including without limitation, direct, indirect, incidental, punitive and consequential damages).

If a Customer is actually charged by THE COMPANY for any Product(s) (including but not limited to accommodations, transportation, Tickets or any combination thereof) without their respective order(s) being completed as detailed above, THE COMPANY will refund Customer in full by crediting their respective Account at the earlier of either THE COMPANY detecting the error or Customer notifying THE COMPANY of the error. Upon refunding Customer, THE COMPANY shall not be liable for any other losses, claims, or damages (including without limitation, direct, indirect, incidental, punitive and consequential damages).

Without limiting the foregoing, the maximum liability of THE COMPANY, and Customer's sole and exclusive remedy, for all damages and losses suffered by Customer and causes of action, whether in contract, tort (including but not limited to negligence), or otherwise, shall be the total amount paid by Customer to THE COMPANY.

Responsibility:

Without limiting the generality of the foregoing limitation of liability:

- THE COMPANY is not responsible or liable for issues with Venue seating (including but not limited to location of seats, obstructed views, TOCOG initiated re-seating, or broken seats) during Events at any Venue, since the seating at each Venue is controlled entirely by TOCOG. Any such issues with seating that arise must be brought to the attention of TOCOG (which includes TOCOG employees/volunteers at each Venue), which has sole responsibility as to any remedy.
- THE COMPANY reserves the right to modify or rescind these Terms and Conditions in whole, or in part at any time with or without notice.
- THE COMPANY's responsibility to the Guests is to deliver the Products as stipulated within these Terms and Conditions.

Choice of Law: The validity, construction, enforcement and interpretation of these Terms and Conditions, and any and all claims arising out of or relating to the subject matter of these Terms and Conditions (including all tort claims), shall be governed by the laws of the State of New Jersey, USA, without regard to the conflict of law's provisions thereof. Customer hereby agrees that any suit or legal proceeding instituted in connection with the subject matter of these Terms and Conditions shall be brought (and thereafter maintained) exclusively in the state courts of or federal courts located in New Jersey, United States.

Privacy: When you enter information on this site to register an account or make a purchase, your personal data is used to provide you with requested information and process your order(s) accordingly. The collection and use of your information will always have a lawful basis, either because it is necessary for THE COMPANY's performance of a contract with you, because you have consented to THE COMPANY's use of your information or because it is in THE COMPANY's legitimate interests. THE COMPANY may disclose your personal information to our third-party service providers and their partners in order to provide you with information or actually deliver the Product(s) you have purchased. At all times THE COMPANY's processing of your personal data is compliant with the applicable data protection regulations (including but not limited to EU's General Data Protection Regulation (GDPR)). Accordingly, you can request access to, correction of and removal your personal information (subject to certain legal requirements) by contacting THE COMPANY's privacy officer at privacy@cosport.com. THE COMPANY's privacy policy is available on the Website or by contacting THE COMPANY's privacy officer at privacy@cosport.com.

Ticket Purchase Limit—Accounts: Each Account is subject to a limitation of thirty (30) Individual Tickets over the duration of all Ticket sales phases including restrictions on the number of Individual Tickets to a specific Session. In all cases identified of the proposed sale of more than twenty (20) Tickets to the same Ticket purchaser (in either one purchase or multiple purchases by the same individual/group), THE COMPANY is obligated to immediately disclose the proposed sale to TOCOG, and TOCOG reserves the right to prohibit such sale and withhold the delivery of such Tickets if TOCOG suspects any black-market activity or has reason to believe the anti-ambush terms or TOCOG Terms & Conditions will not be upheld.

User Eligibility and Residency: THE COMPANY is the ATR for residents of the Represented Territories. Additionally, all other countries within the European Union and European Economic Area will be able to purchase and use Product(s) through THE COMPANY. If you are not a resident of one of the above stated countries, please refer to the ATR listing on the TOCOG Website for details relating to your country.

You will be required to prove residency in one of our Represented Territories or the European Economic Area in order to collect and use the Product(s). If you are not a resident of one of the countries noted above and you purchase a Product(s), THE COMPANY reserves the right to cancel any order(s).

Account Holder: Account Holders are valid for Priority Access Packages and Hotel & Tickets Packages only. All communication regarding the Account will be emailed to the Account Holder only; until a Primary Guest is registered via Guest Registration. Following such Guest Registration all the communication will be sent to the Primary Guest. The Account Holder is responsible for keeping THE COMPANY informed of any changes to the initial billing, contact details, and shipment details (if applicable) provided. The Account Holder's name, country of residency, and other uniquely identifying information selected when creating the Account cannot be modified without the prior written approval of THE COMPANY.

Travel Agent: Travel agents or third-party agencies may purchase Hotel & Tickets Packages or Additional/Accommodations-Only Packages on behalf of their clients from THE COMPANY. However, travel agents or third-party agencies may not submit/purchase Individual Ticket orders, FLEX+ Tickets, or THPP independently or on behalf of their clients. Travel agents found doing so will have their orders cancelled immediately. THE COMPANY reserves the right to cancel any such Request or Ticket orders by travel agents at any time. Travel agents may not charge their clients any premium above the Package sale price

and furthermore the components of Hotel & Tickets Package may not be re-packaged or resold in any way or form.

Conditions of Sale: By purchasing Product(s), Customer acknowledges and agrees that it has read and understands not only these Terms and Conditions, but also that it carefully reviewed the specific Product inclusions and notable exclusions as well as any relevant background information on the Games available on the Website and the TOCOG Website. In addition, if purchasing a Hotel & Tickets Package, Customer acknowledges and agrees that it has read and understands the Hotel & Tickets Package style and itinerary. If Customer transfers any inclusions of a Product(s) to a third-party user, the third-party user or users will be bound by these Terms & Conditions as well as the TOCOG Terms & Conditions.

Under the age of 18: A purchaser must be at least eighteen (18) years of age at the time of purchase. By expressing interest to purchase or purchasing an Individual Ticket or a Product(s) containing a Ticket, the purchaser is certifying that it meets this age requirement. If a Ticket holder is not eighteen (18) years of age or over, such Ticket holder's parent(s) or legal representative(s) are responsible for their actions and conduct and must have consented to the purchase.

Payment: Product(s) must be paid for by credit card/debit card. VISA is the preferred and Official Payment of the Games. In recognition of Visa's support of the Games, we are proud to accept only VISA for Tokyo 2020 Olympic Games ticket purchases.

PRIORITY ACCESS PACKAGES

Priority Access Package Phase: Priority Access Package purchases will have two (2) payment options as follows: 50% payment due (and 50% due by December 31, 2018) or 100% due upon placing order for Priority Access Package. Note: Full payment (100%) of the Priority Access Package cost must be paid prior to Ticket selection & purchase of Tickets. THE COMPANY offered Priority Access Packages for sale beginning July 24, 2018. Priority Access Package purchasers are able to indicate the desired Event discipline that they intend to purchase (at a later date-upon launch of the Live Sales Phase) in their Priority Access Package. An indication of desired Event discipline is not a Ticket request and does not constitute any commitment on the part of THE COMPANY to allocate said Tickets to Customer. Specific availability of Sessions and Event disciplines will be dependent on THE COMPANY receiving

its Ticket allocation. The final competition schedule (as published by TOCOG) will determine which Session(s) are available for selection during the date range of your Priority Access Package. If your Event discipline selection at the time of Priority Access Package purchase is unavailable for Session selection, then THE COMPANY will make every effort to accommodate and provide alternative options to the Priority Access Package purchaser to fulfill Ticket selections.

Changes/Cancellations and Refunds: From both the day you place your Priority Access Package order and the day you place your Priority Access Package Ticket selection order, Priority Access Packages are subject to a five (5) business day change/cancellation policy in which notification must be received by THE COMPANY in writing, by email at cosport@cosport.com. After both five (5) business day periods have elapsed, all sales are final. After either of the 5-business day periods, Customers are eligible to change from one Package to another of equal or higher value subject to availability and willingness to pay the additional amount of the higher valued package.

Priority Access Ticket Phase Order Confirmation: A notification will be emailed to the Account Holder indicating that the Purchase Confirmation is available to Customers within their Account Page upon processing of a Customer's purchase and final payment is made. This will confirm the Ticket(s) purchased, the total price of the Ticket (s), the amount that has been charged, the date of purchase, and Account under which the Ticket(s) are reserved.

A second notification will be emailed to the Account Holder indicating that the Ticket selection period is open and available to Customers within their Account Page. This will allow Priority Access Package purchasers to select and purchase Tickets. There will be a limited timeframe from when the Ticket selection is posted for such Customers to complete such Ticket purchase. After the expiration of the Priority Access Ticket Phase, all other Individual Ticket sales will be available during the Live Sales Phase. There is no commitment on the part of THE COMPANY to allocate said Tickets to Customer until the purchase is completed. Once the transaction is completed you will receive a Purchase Confirmation within your Account Page stating such.

REQUEST PHASE

Request Phase: The Request Phase is how THE COMPANY collects expressions of interest for various Sessions and seating categories for the Events. Account Holders can express interest in Tickets for the Events they

would like to see. A Request does not constitute any commitment on the part of THE COMPANY to allocate said Tickets to Customer.

Request Phase Allocation: All Ticket requests received during the Request Phase will be given equal weighting in the Ticket selection process and will be fulfilled to the greatest extent possible out of THE COMPANY's available inventory. For any Events where requests exceed available inventory, Ticket requests will be allocated by a **ballot process audited by a reputable accounting firm that will be conducted in fairness to all participants**. Subject to the quantity limitations stated herein, we will allocate to you as many of the Tickets as you requested and as THE COMPANY has available, subject to that Customer processing such Tickets within the designated timeframe. You will receive a Purchase Confirmation of the Tickets we were able to allocate to you. Once the ballot process is conducted and if you requested more than twenty (20) tickets total, we are required to notify TOCOG of such request.

THE COMPANY will attempt to substitute a lower Price Category within the same Event to fulfill the initial request.

For example:

- If you request a Category A Ticket and it is not available, we will try to confirm a Category B Ticket, and if that is not available, a Category C Ticket.
- If a lower Price Category is not available, but a higher Price Category is, THE COMPANY may contact you to see if you are willing to pay for Tickets in the higher Price Category.

Request Phase Order Confirmation: The transaction will not take place until (i) Ticket pricing has been announced, (ii) THE COMPANY has confirmed to Customer which Tickets are available, and (iii) the Customer has completed the transaction. Individuals using this Request will receive priority fulfillment of such orders based on Ticket availability and a willingness to purchase the same price category and quantity as indicated in the Request Phase. **Full payment for confirmed Ticket sales can then be made by credit card/debit card.**

LIVE SALES PHASE

Live Sales Phase: Payment information is required, and all Ticket purchases must be paid in full at time of purchase. Transactions on your bank statement will appear based on your country of residence as follows:

- USA: Jet Set – CoSport
- **Credit Card/Debit Card Payment in full** –Your credit card/debit card will be charged the entire amount listed at the time of purchase, and you will receive a Purchase Confirmation within your Account Page. You may be asked for additional written authorization confirming the credit/debit card purchase. Orders may not be confirmed until all necessary written authorization is received by THE COMPANY.
- **Wire Transfer:** For orders totaling US \$50,000 and above, a wire transfer payment option may be available with prior approval from THE COMPANY. If the wire transfer option is requested, Customer must contact THE COMPANY immediately to request approval and payment instructions. Funds are required to be transferred to THE COMPANY within three (3) business days from time of purchase. You will be charged the entire amount listed at time of purchase and you will receive a Purchase Confirmation within your Account Page once the payments have been processed. Customers that are not able to provide proof of payment within the three (3) business days will have their order(s) cancelled.

Live Sales Phase Order Confirmations:

During the Live Sales Phase, Tickets from available inventory will be available to all Customers on a first-come, first-served based at the Website. During the Live Sales Phase, Customers can submit their Ticket orders from a live / real time inventory. A notification will be emailed to the Account Holder indicating that the Purchase Confirmation is available to Customers within their Account Page upon successful order and payment processing of a Customer's purchase. This will confirm the Ticket(s) purchased, the total price of the Ticket(s), the amount that has been charged, the date of purchase, and THE COMPANY account under which the Ticket(s) are reserved.

ADDITIONAL INFORMATION

Event Travel Time: When making Event selections, Customer should allow sufficient time to accommodate travel time, security checks and any other

unforeseen delays to get to each Event. Bear in mind that several Venues in various area clusters will require travel time between Events depending on your schedule and THE COMPANY will not be responsible for an Event or portion of an Event missed by the Ticket Bearer and accordingly will not be responsible for any refunds.

Seating: For Tickets processed within the same order, THE COMPANY will attempt to seat your party together wherever possible. For Hotel & Tickets Packages, families with children will have the highest priority of assigning their seats together. However, for HTP and all other Products, seat assignments cannot be guaranteed either by location in the Venue, nor for persons traveling together due to the seating restrictions at the Venues or seating allocations provided to THE COMPANY from TOCOG. Seat locations will not be known in advance of physical allocation of Tickets. THE COMPANY will allocate seat locations with respect to the Price Category indicated within your Product(s) details. All seat locations are determined by TOCOG and THE COMPANY must assign seats accordingly based on seat optimization based on the allocation. Children under 2 years of age (per 1 adult ticket) will not need a Ticket. For additional details on age restrictions you should check the TOCOG Website.

Competition Schedule Changes / Cancellation(s): TOCOG may make changes to an Event schedule. Customer is fully responsible for reviewing TOCOG's website for the most recent updates to the Event schedules. Tickets for Events that have been rescheduled or postponed are valid for the Event with the same Session code at the rescheduled day and/or time. THE COMPANY shall not be liable for any incidental expenses incurred by Customer as a result of any arrangement that Customer may have already made if changes do occur. If an Event is cancelled, the Purchaser may apply for a refund to THE COMPANY under the parameters outlined in the TOCOG Terms and Conditions. In the case that a Ticket to a cancelled Event by TOCOG is eligible for a refund, the refund shall not exceed the face value of the Ticket for the cancelled Session.

Complaints: If any Customers have any complaints about their Product purchase, Customer may email cosport@cosport.com and a customer care representative will take the appropriate action. Complaints must be filed in writing no later than thirty (30) days after the event date and should include all supporting documentation to effectively evaluate the complaint.

INDIVIDUAL TICKETS

FLEX+ TICKETS

THE COMPANY's Flex+ Tickets typically include self-selected (Flex) Tickets where Customer selects one or more high demand event ticket(s) and one or more regular demand event ticket(s). Seating categories will be offered based on availability.

Ticket Purchase Limit—Accounts: See the limitations and restrictions set forth in the "Ticket Purchase Limit—Accounts" set forth in the "General" terms and conditions above.

Payment: Payment in full of all charges including Handling Fees must be completed before an order is confirmed.

Changes/Cancellations and Refunds: Once you submit your Individual Ticket order or Flex+ Tickets order and you receive a Purchase Confirmation, all sales are final and such orders are non-cancelable and non-changeable for any reason or cause whatsoever and the amount paid is not refundable except as expressly set forth herein.

Note: If you purchase Individual Ticket orders and/or Flex+ Ticket orders in a combined order or across more than one sales phase, all of your Individual Ticket orders and/or Flex+ Ticket orders within the same Account will be shipped to you in one package for one shipping charge.

Purchase Eligibility: Only an individual personally attending the Games is permitted to purchase Individual Tickets and Flex+ Tickets. Travel agents and third-party ticket resellers are not eligible to purchase these items.

Individual Tickets and Flex+ Tickets Pricing:

Individual Tickets and Flex+ Tickets: Ticket face value prices are established by TOCOG and each Ticket's face value is converted using a fixed exchange rate from Japanese Yen (¥) (JPY) to United States Dollars (USD). The final sale price per Ticket /Ticket package is inclusive of the face value of the Ticket plus all applicable and allowable ATR fees (which include the handling fee, currency conversion, currency fluctuation, and merchant fee) for each respective ticket which are approved by each NOC and reviewed by TOCOG. Any and all bank or other charges incurred as a result of currency conversion

or making payment with a payment card will be the sole responsibility of the Purchaser.

With respect to Individual and Flex+ Ticket purchases, THE COMPANY will bear all benefits and losses resulting from fluctuations in currency exchange rates, Ticket costs and taxes, after THE COMPANY has received full payment in respect of Ticket(s).

Special Circumstances due to Tokyo 2020 Postponement:

THE COMPANY will continue to consider that you can use the tickets you have already purchased as a rule for purchases made prior to April 1, 2020. For all Ticket purchases, within specified days of the official competition schedule being published by TOCOG as a result of postponement, if the client's place cannot be secured for the new date due to changes in schedule and/or venue, THE COMPANY will offer you the following purchase return options:

1. **Receive CoSport credit** of the full value of your ticket purchase/s and apply it to future Games, such as Tokyo 2020 or Beijing 2022 where CoSport is already preparing to offer new inclusive packages.
2. Refund your credit card account in accordance with TOCOG's guidance and the [Terms & Conditions](#) outlined under "Competition Schedule Changes / Cancellation(s)", as agreed when you purchased the tickets. The refund shall not exceed the face value of the Ticket.

TICKET AND HOSPITALITY PASS PACKAGES

THE COMPANY's Ticket and Hospitality Pass Packages ("THPP") typically include a combination of Tickets and single-entry pass(es) to enter THE COMPANY's hospitality center on a pre-determined basis or may include a combination of Ticket(s) to an Event, a performance and single-entry pass(es) to enter THE COMPANY's hospitality center (the performance and hospitality center access to be scheduled as further described below).

- **Event Selection Process:** For THPP, performance and hospitality access will be wrapped around an Event selected from THE COMPANY'S available inventory. Once selected, Customer must attend a performance and/or access THE COMPANY'S hospitality center either one (1) day prior to,

on the day of, or one (1) day following, the selected Event. In order for THE COMPANY to accurately forecast headcount, Customer must access THE COMPANY's hospitality center during the hours of hospitality center operation corresponding to Customer's pre-selected preferred day and time of access (i.e., morning or afternoon) ("Preferred Access Time"). THE COMPANY will provide confirmation of Customer's Preferred Access Time after which the Preferred Access Time may not be changed by Customer for any reason (subject to Schedule Changes/Cancellations as set forth below). THE COMPANY's hospitality center will be open only during the ninety (90) minutes immediately following a performance and will be closed during all performances. Customer's purchasing multiple THPP would repeat this process for each desired Event with which a performance and/or hospitality access is sought.

· **Schedule Changes / Cancellation(s):** The hosting venue may make changes to the performance schedule. Tickets for performances that have been rescheduled or postponed are valid for the performance at the rescheduled day and/or time. THE COMPANY shall not be liable for any refunds or any other incidental expenses incurred by Customer as a result of any arrangement that Customer may have already made if changes do occur, including in the event that a performance is cancelled in its entirety.

THPP Purchase Limit—Accounts: Each Account is subject to a restriction on the number of Tickets to a specific Session. In all cases identified of the proposed sale of more than twenty (20) Tickets to the same Ticket purchaser (in either one purchase or multiple purchases by the same individual/group), THE COMPANY is obligated to immediately disclose the proposed sale to TOCOG, and TOCOG reserves the right to prohibit such sale and withhold the delivery of such Tickets if TOCOG suspects any black-market activity or has reason to believe the anti-ambush terms or TOCOG Terms & Conditions will not be upheld.

Payment: Payment in full of all charges including Handling Fees must be completed before an order is confirmed.

Changes/Cancellations and Refunds: Once you submit your THPP order and you receive a Purchase Confirmation, all sales are final and such orders are non-cancelable and non-changeable for any reason or cause whatsoever and the amount paid is not refundable.

THPP Pricing: Tickets included in the THPP's are priced in the same manner as Individual Ticket sales; additional THPP pricing may include access to performances, THE COMPANY's hospitality center and management fees. Such management fees are inclusive of access to THE COMPANY's hospitality center, hospitality space facility rental, applicable performance costs, space outfitting and furnishings, space solicitation, applicable food & beverage costs, security, administrative / office expense, IT & telecommunications support, hiring and training of local staff, pre-Games & Games-time management, controlled access to space, insurance, company margin, service charges, legal fees, currency fluctuations and all applicable taxes. THE COMPANY reserves the right to alter these prices at any time.

With respect to THPP purchases, THE COMPANY will bear all benefits and losses resulting from fluctuations in currency exchange rates, meal costs, Ticket costs and taxes, after THE COMPANY has received full payment in respect of Ticket(s).

DISTRIBUTION/SHIPPING TERMS APPLICABLE TO INDIVIDUAL TICKETS, FLEX+ TICKETS AND THPP

Distribution: Account Holders will only be able to download their Tickets purchased through their CoSport Account accessible via the Website for orders placed on or after February 17, 2021.

Shipping: For all orders placed through midnight, February 10, 2021 (EST), shipping will be offered as the only distribution method for an additional fee. Tickets orders will be shipped only to the authorized credit card holder on the Account. Shipments will be made approximately forty-five (45) to sixty (60) days before the Games commence. Tickets will be shipped via secured common carrier to the billing address of the credit card used to purchase and the shipment will require a signature upon receipt. Customer must include a valid street address for delivery purposes (a P.O. BOX or APO/FPO/DPO is not acceptable) located within the same country as the Account Holder at the time of the order and Customer is responsible for keeping THE COMPANY informed of any changes to their address by updating it within their Account. While THE COMPANY will attempt to notify you of anticipated delivery times, Customer also has the sole responsibility to arrange for an authorized representative of the Customer to be present at the delivery address to receive the Tickets upon delivery. THE COMPANY has no obligation or liability whatsoever for any failure by Customer to fulfill his or her responsibilities to take delivery of Tickets.

On a case-by-case basis, THE COMPANY may offer Customers the ability to appoint a proxy under limited circumstances. Deadline for such requests must be made in writing and must be received by CoSport no later than April 30, 2021. You will be contacted by CoSport for additional information and details on appointment of proxy.

OTHER PACKAGES

HOTEL & TICKETS PACKAGE

ADDITIONAL / ACCOMMODATIONS ONLY PACKAGE

THE COMPANY's Hotel & Tickets Packages typically include Tickets, hotel accommodations with daily breakfast, and shared access to onsite program management. Other goods and services that may be offered by THE COMPANY for purchase as part of the Hotel & Tickets Package include: airport pick-up and drop-off, additional meals (lunch and/or dinner), hospitality and excursions.

Tickets: Tickets will be provided as specified by the corresponding Hotel & Tickets Package description. Seating categories of the Tickets included in a Hotel & Tickets Package are confirmed at the time of purchase. Seat assignments will not be confirmed until the physical tickets are received by Customer. Every effort will be made to accommodate adjacent seating but THE COMPANY cannot guarantee adjacent seats for Tickets purchased either within the same Hotel & Tickets Package or across separate Hotel & Tickets Packages. If a Session included in a Hotel & Tickets Package is delayed, interrupted, rescheduled/ postponed or cancelled by TOCOG, refunds (if any) for the Session in question will be subject to the TOCOG Terms and Conditions. Tickets that are lost, stolen, misplaced, mutilated or destroyed after they have been collected from THE COMPANY will not be replaced during the Games.

Hotel Accommodations: Accommodations will be provided at pre-determined hotels as specified on the corresponding Product description. Hotel room types and bed configurations are subject to availability and cannot be guaranteed. Guests may need to change rooms during their stay if multiple Hotel & Tickets Packages are purchased. Guests may need to change rooms when purchasing Additional Accommodations-Only Packages. Hotel incidentals are the responsibility of the Guest(s) and a credit card or cash security may be required by the Hotel at the time of check-in for the duration of the Guest's stay.

Hospitality: Hospitality will only be provided for Hotel & Tickets Package in which this inclusion is specified. Some Hotel & Tickets Packages include access to THE COMPANY's hospitality center on a predetermined basis.

Ground Transportation: Ground transportation will only be provided for Hotel & Tickets Package in which this inclusion is specified. For Hotel & Tickets Packages where dedicated transportation is provided, Guests are transported in groups throughout their stay based on predetermined Hotel & Tickets Package schedules. Guests may still need to walk long distances from the drop-off points to their destinations.

Airport Transfers: Airport transfers will only be provided for Premier Hotel & Tickets Packages in which this inclusion is specified. THE COMPANY will provide airport transfers only between Tokyo area airports and the hotel designated in the Hotel & Tickets Package details, and only on the indicated arrival or departure days. Airport transfers will only be provided for corresponding arrival/departure days between July 21, 2021 and August 10, 2021.

General: THE COMPANY reserves the right to modify or cancel any Hotel & Tickets Package or Additional/Accommodations Only Package at any time. THE COMPANY shall not be liable for any incidental expenses incurred by Customer as a result of any arrangements that Customer may have already made if changes do occur. When a Hotel & Tickets Package or Additional/Accommodations Only Package is cancelled, THE COMPANY's liability is limited to refund monies received from the cancelled program. Reselling THE COMPANY's Hotel & Tickets Package and/or Additional/Accommodations Only Package for more than THE COMPANY's published price is strictly prohibited. Splitting components of a Hotel & Tickets Package between users will be prohibited. THE COMPANY will not provide reimbursements for components not utilized by a registered user due to reasons other than "THE COMPANY's" failure to deliver.

Hotel and Tickets Package Pricing: HTP prices are based on double occupancy (two persons sharing a room). Where single and triple occupancy pricing options are shown, HTP prices are based on Tickets and meals equal to such occupancy. All Guests over the age of two are subject to identical Hotel & Tickets Package and/or Additional Accommodations Only Package pricing.

· Hotel & Tickets Package prices are converted from Japanese Yen (¥) (JPY) to United States Dollars (USD) at fixed exchange rates and are inclusive of hotel room cost and tax, applicable food & beverage costs (including

applicable hospitality center access), applicable transportation costs, applicable excursion fees, Ticket management and storage, security, administrative expense, IT support, telecommunications equipment, local staffing, recruitment and training of local staff (including uniforms and Tickets to attend Sessions with Guests), pre-Games program management (including call center and customer service), office expenses, on-site management cost, hotel operations management, insurance, risk of unsold inventory, soliciting costs, hotels and services asset acquisition cost, overhead cost, transportation management if applicable, company margin/management fee, service charges, legal fees, currency fluctuations and applicable taxes. THE COMPANY reserves the right to alter these prices at any time.

- Tickets included in Hotel & Tickets Packages are priced in the same manner as individual Ticket sales; additional package pricing may include access to the hospitality center and management fees.

- THE COMPANY will bear all benefits and losses resulting from fluctuations in currency exchange rates, accommodation rates, meal costs, Ticket costs, transportation costs and taxes, after THE COMPANY has received full payment in respect of Product(s).

Payment: THE COMPANY reserves the right to cancel any orders that are not paid for in full before the payment due date specified during the order process.

Guest Registration: Before a Guest is registered, the Account Holder will be considered to be the sole contact for THE COMPANY. It is the Account Holder's responsibility to transfer the Package to the Primary Guest (if the Primary Guest is different from Account Holder) any Hotel & Tickets Package or Additional / Accommodations-Only Packages purchased under the Account Holder's name no later than Friday, May 21, 2021, and to keep the Guest Registration up to date. Only Guests may receive components included in the Hotel & Tickets Package and Additional / Accommodations-Only Packages.

Collection: Tickets included in a Hotel & Tickets Package(s) will be shipped in advance only to the Primary Guest for the assigned package. For Premier Hotel & Tickets Packages, Tickets will not be shipped and will be distributed only to the Primary Guest upon check-in at their specific hotel.

Tickets not shipped in advance will be made available for collection at the Host City Collection Center for any Hotel & Tickets Package Primary Guests that cannot accept their Tickets via advance shipment. The Primary Guest must be present to collect the Hotel & Tickets Package order under their Account and

must present the printed Purchase Confirmation and valid proof of identification and residency in the territory from which the Hotel & Tickets Package was purchased in order for the Tickets to be released. Tickets that are lost, stolen, misplaced, mutilated or destroyed after they have been collected from THE COMPANY will not be replaced.

Changes/Cancellations and Refunds:

Hotel & Tickets Package Phase: From the day you place your Hotel & Tickets Package order, Hotel and Ticket Packages are subject to a five (5) business day change/cancellation policy in which notification must be received by THE COMPANY in writing, by email at cosport@cosport.com. After the five (5) business day period has elapsed, all sales are final. After the 5-business day period, Customers may change from one Hotel & Tickets Package to another of equal or higher value subject to availability and willingness and ability to pay the additional amount of the higher valued package.

Additional / Accommodations-Only Package orders throughout all sales phases are final and cannot be cancelled or changed once purchased, for any reason or cause whatsoever and the amount paid is not refundable.

Travel Agent Commission: Hotel & Tickets Packages sold to IATA, CLIA, or other registered travel agents as well as approved third party agencies may be commissionable; *provided, however,* travel agents and third-party agencies may not submit/purchase Individual Ticket orders, FLEX+ Tickets, or THPP independently or on behalf of their clients, as previously mentioned above. It is the responsibility of the agent to contact THE COMPANY at cosport@cosport.com to establish rates of commission and payment for eligible sales including submission all necessary paperwork for processing.

Special Circumstances due to Tokyo 2020 Postponement:

THE COMPANY will continue to consider that you can use the package you have already purchased as a rule for purchases made prior to April 1, 2020. For Package(s) purchases prior to April 1, 2020, purchasers have until June 15, 2020 to declare the chosen option to return Package(s) in the event you are unable to travel to Tokyo in 2021. For all Package purchases, within specified days of the official competition schedule being published by TOCOG as a result of postponement, if the client's place cannot be secured for the new date due to changes in schedule and/or venue, THE COMPANY will offer you the following purchase return options:

1. **Receive CoSport credit** of the *full value* of your package and apply it to future Games, such as Tokyo 2020 or Beijing 2022 where CoSport is already preparing to offer new inclusive packages.
2. **Resell your package through CoSport** so you are refunded 95% of its *full value* once it is purchased by a new Tokyo customer. Should your package remain unsold by January 15, 2021, CoSport will refund you 75% of its value.
3. **Return your package directly** to CoSport and be refunded 75% of its *full value*.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [2021 Summer Olympics Ticket Seller CoSport 'Refuses' to Issue Full Refunds, Class Action Claims](#)
