

Vibra Urbana

Terms of Ticket Purchase and Festival Attendance

Last Updated: November 24, 2021

The following Terms of Ticket Purchase and Festival Attendance are made by and between Trac Projects LLC (the Company”) and you, the purchaser (“you” or “your”). Please carefully read the following Terms of Ticket Purchase and Festival Attendance as they govern your purchase of Vibra Urbana festival (the “Festival”) tickets and other Company products via the SeeTickets website (the “SeeTickets Site”) (collectively referred to as the “Tickets”). **By completing your purchase and physically attending the Festival, you agree to be bound by the following Terms of Ticket Purchase and Festival Attendance.** If there are any conflicts or discrepancies between these Terms of Ticket Purchase and Festival Attendance and the SeeTickets Terms of Use, these Terms of Ticket Purchase and Festival Attendance shall govern.

BEFORE YOU PROCEED, PLEASE BE SURE TO READ THESE TERMS OF TICKET PURCHASE AND FESTIVAL ATTENDANCE. THIS AGREEMENT CONTAINS WARRANTY AND LIABILITY DISCLAIMERS AND WAIVERS OF CLASS ACTION SUIT AND JURY TRIAL. BY USING THE SITE, SERVICES OR DOWNLOADING ANY CONTENT HEREIN, YOU ACCEPT AND AGREE TO THESE TERMS WITHOUT ANY MODIFICATIONS OR ADDITIONS.

Intellectual Property Rights.

You acknowledge that all materials on or in the Tickets, including any copyrights, trademarks, patents, logos, design, graphics, text, photos, and other files (collectively the “Company IP”) are the property of Company and/or its licensors, and is subject to and protected by United States and international copyright and other intellectual property laws and rights. Company authorizes you to view and download the Company IP only for informational, personal, non-commercial purposes and it may not be used, copied, reproduced, distributed, transmitted, broadcasted, displayed, sold, licensed, or otherwise exploited for any other purpose whatsoever without the express written consent of Company. You agree not to engage in the use, copying or distribution of the Tickets or Company IP for any commercial purpose. You agree not to circumvent, disable or otherwise interfere with security related features of the Company IP. You do not acquire any ownership rights to the Company IP or to any contents contained on or in the Tickets. All rights not expressly granted in these Terms of Ticket Purchase and Festival Attendance are reserved by Company and its respective licensors, affiliates, and contractors. You are solely responsible for your interactions with other users of the Tickets and Company IP.

Terms of Sale.

The following terms apply to your purchase of Tickets:

1. Prices – All prices displayed via the SeeTickets Site are subject to change at any time in Company’s sole discretion without notice. Unless otherwise noted, all prices displayed on the SeeTickets Site are displayed in US dollars. Additional fees including shipping,

handling, or taxes are not included in the prices shown, and these additional charges will be communicated to you at checkout before your order is placed. If you are located outside of the United States, you are responsible for remitting any applicable sales or other taxes to the relevant authorities upon delivery of the Ticket(s) or product(s). We reserve the right to charge you for any taxes that may be required related to your purchase.

2. Quantities – Certain Tickets may be available exclusively online. These Tickets may have limited quantities and are subject to our Refund Policy (outlined below). We reserve the right to limit the quantities or discontinue any Ticket at our discretion.
3. Changes to Lineup – We reserve the right to make changes to the Festival lineups at any time with or without notice to you.
4. Ticket Restrictions – Tickets obtained from unauthorized sources may be lost, stolen, or counterfeit (and therefore void). Lost or stolen Tickets may not be replaced, and Tickets are only valid for the event for which they are issued. Tickets are not transferable or redeemable for cash. By purchasing a ticket and attending the Festival, you acknowledge that your likeness may be captured and used for Company's streaming or promotional purposes, and you consent to such use by purchasing a Ticket.

COVID-19 Waiver.

Company endeavors to follow city and state mandates and recommendations as it relates to COVID-19 for social events. However, due to event space, configuration, attendance, and attendee behavior, social distancing may not always be possible or maintained. Further, because Company does not control the behavior of Festival attendees, **Company nor its directors, officers, employees, agents, or assigns assumes any responsibility with respect to potential or actual exposure to COVID-19.** By purchasing a ticket and attending the Festival, you acknowledge that there is a risk of COVID-19 exposure in any public place where people are present, and therefore you assume all risks related to exposure to COVID-19.

Further, by purchasing a ticket and attending any Festival put on by Company, you hereby release, covenant not to sue, hold harmless, and waive any and all potential claims against Festival, Company, and its employees, agents, successors and assigns arising from or in connection with potential or actual exposure to COVID-19. You further acknowledge that should you purchase a Ticket, you do so voluntarily, and such purchase and attendance as consideration for this agreement is sufficient.

Promotional Codes and Sweepstakes.

Company may, from time to time, in its sole discretion, offer certain promotional codes, sweepstakes, or contests for discounts. Unless otherwise advised by Company, these promotions are non-transferable and not redeemable for cash, credit, or applicable to a previous purchase. There is no cash alternative. Any promotional program, contest, or sweepstakes may be voided, terminated, or modified by Company in its sole discretion.

Refund Policy.

Tickets purchased are non-refundable unless otherwise specified by Company.

Communications/Text Messages.

As permitted by applicable law, when you communicate with us electronically and submit your information via email, text, or otherwise, you consent to receive communications from us electronically. Please note that we are not obligated to respond to inquiries that we receive. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communication be in writing. Further you acknowledge that by entering your wireless telephone number, you are confirming your consent and permission for Company to send you text messages via the mobile number that you supply when you sign up. Standard message and data rates may apply. You may reply "STOP" to opt-out or end text messages at any time. Service may not be compatible with all wireless carriers or devices.

Eligibility.

Vibra Urbana is an all-ages Festival. However, you must be at least eighteen (18) years or older to purchase a Ticket online or have parental/guardian supervision.

Submitted Materials.

Unless specifically requested, we do not solicit nor do we wish to receive any confidential, secret or proprietary information or other material from you by e-mail or in any other way. Any and all comments, photographs, videos, information, creative works, ideas, suggestions, concepts, methods, systems, designs, plans, techniques or other materials submitted or sent by you to us via any medium (including, for example and without limitation, photos, audio, video, social media, messages, text, files, or other content which you submit or post to our chat rooms, message boards, comment sections, direct messages, and/or our blogs, social media pages or feeds, tag us by using the @vibraurbana handle, or send to us via email, text message, or U.S. mail) ("Submitted Materials") will be deemed not to be confidential or secret, and may be used by us in any manner consistent with these Terms of Ticket Purchase and Festival Attendance and Privacy Policy. By submitting or sending Submitted Materials to us, you: (i) represent and warrant that the Submitted Materials are original to you, that no other party has any rights thereto, and that any "moral rights" in the Submitted Materials have been waived; (ii) that such Submitted Materials comply with these Terms of Ticket Purchase and Festival Attendance; and (iii) you grant us and our affiliates, subsidiaries and assigns a royalty-free, unrestricted, worldwide, perpetual, irrevocable, non-exclusive, and fully transferable, assignable and sublicensable right and license to use, copy, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, display and incorporate in other works any Submitted Materials (in whole or part) in any form, media, or technology now known or later developed, for any lawful purpose, including without limitation for promotional and/or commercial purposes. Without limiting the foregoing, you agree that if you choose to submit photos or comments to us via any medium (including those noted above with respect to all Submitted Materials), we may publish these photos or comments along with, at our sole discretion, your name, handle, and other information you have provided to us in our editorial publications in any form, media or technology now

known or later developed. By providing Submitted Materials, you hereby consent to this. We cannot be responsible for maintaining any Submitted Material that you provide to us, and we may delete or destroy any such Submitted Material at any time. You are solely responsible for creating backup copies of your Submitted Materials if you desire. Under no circumstances will Company be liable for any inaccuracy or defect in any Submitted Materials.

Prohibited Items and Activities.

You and your belongings may be searched upon entry to the Festival. You consent to such searches and waive any related claim that may arise. If you elect not to consent to such searches, you may be denied entry to the Festival without refund or other compensation. The following items, without limitation, are strictly prohibited from being brought into the premises: alcohol, drugs, drug paraphernalia, controlled substances, LED products, cameras, recording devices, laser pointers, hover boards, drones, remote controlled devices, strobe lights, irritants (including artificial noisemakers), glass, explosives, weapons, firearms, flammable or incendiary materials. We reserve the right to eject or deny entry from the Festival to anyone with these prohibited materials without refund or other compensation.

You agree that you will not counterfeit or copy tickets (or attempt entry with counterfeit or copy tickets). We reserve the right to restrict or deny entry to anyone that we determine to be, or has been, in violation of our policies.

You agree not to buy passes from third party ticket scalpers. Company will not authenticate, honor, or support passes purchased from third party ticket scalpers.

You agree not to conduct or participate in any criminal or tortious activity including (but not limited to) violence of any kind, fraud, trafficking, drug dealing, gambling, harassment, stalking, spamming, intellectual property infringement, theft, rioting, or stampeding.

You acknowledge and agree that Company reserves the right to refuse admission or eject any person, at any time, in Company's sole discretion, whose language is vulgar or abusive, or whose conduct is disorderly, disruptive, or who fails to follow the Festival rules or directions.

Assumption of Risk/Waiver.

By purchasing a Ticket and attending the Festival, you voluntarily assume all known and potential risk and danger of injury and/or death before during or after the Festival from any cause resulting from, in connection with, or incidental to the Festival (including but not limited to exposure to large crowds and COVID-19). You acknowledge that inherent risks and dangers exist by attending festivals and Company is not responsible for the actions or behavior of Festival attendees. You release, waive, discharge, and agree not to sue the Company, promoters, performers, Company representatives, and affiliates, owners, members, officers, employees, and volunteers (collectively "Releasees") from any known or unknown claims, losses, damages, liability, demands, actions, injury, or death that you may sustain while at the Festival regardless of whether caused by the negligence or other fault of the Releasees or any third party.

Indemnification.

You agree to indemnify, defend, and hold harmless Releasees from any and all claims, demands, liabilities, and/or arising from any potential claims from performer or Festival attendee conduct, acts, or omissions during the Festival. In no event shall Releasees be liable for consequential or indirect damages.

Medical Consent.

You consent to have medical treatment that may be deemed advisable in the event of injury, accident, or illness during the Festival, and affirmatively release Company, and its directors, officers, agents, and any persons participating in such medical treatment from any and all responsibility for such actions.

Privacy Policy.

In connection with your Ticket purchase, you expressly agree to our Privacy Policy ("Privacy Policy"). Please read the Privacy Policy carefully in order to learn more about how we use information that we collect from you when you access and visit the Vibra Urbana website (www.vibraurbanafest.com) and/or enter your information. By agreeing to the Terms of Ticket Purchase and Festival Attendance through the purchase of tickets or attending the Festival, you agree to be bound by the terms of the Privacy Policy, and you agree that we may use information collected from you in accordance with the Privacy Policy. Please note that Company uses a third party service provider, SeeTickets.us ("SeeTickets") to sell tickets. By purchasing tickets through SeeTickets, you agree to be bound by the SeeTickets privacy policy separately and independently of this Privacy Policy, so please be sure to review the SeeTickets privacy policy at the following link: <https://explore.seetickets.us/privacy/>.

Limitation of Liability.

IN NO EVENT SHALL RELEASEES BE LIABLE FOR ANY DAMAGES, LOSSES OR LIABILITIES INCLUDING, WITHOUT LIMITATION, DIRECT OR INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES, LOSSES OR EXPENSES, INCLUDING ANY LOST PROFITS, LOST DATA, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE FESTIVAL OR TICKETS OR RELIANCE ON OR USE OR INABILITY TO USE THE INFORMATION, MATERIALS OR SERVICES PROVIDED BY COMPANY, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, EVEN IF COMPANY OR ITS THIRD-PARTY SERVICE PROVIDERS ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES.

BY ATTENDING THE FESTIVAL, YOU DO SO AT YOUR OWN RISK

THIS LIMITATION OF LIABILITY IS ENFORCEABLE TO THE FULLEST EXTENT POSSIBLE ACCORDING TO APPLICABLE LAW.

Governing Law.

You agree that your purchase of the Tickets and attendance of the Festival in accordance with these Terms of Ticket Purchase and Festival Attendance shall be governed by and construed in accordance with the laws of Florida without regard to conflict of law rules.

Arbitration.

For purposes of this Agreement, you and Company are each referred to as a "Party" and collectively, as the "Parties". The Parties shall use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation and good faith negotiations, which shall be a requirement prior to either Party initiating arbitration. All claims arising out of or relating to your purchase of Tickets or these Terms of Ticket Purchase and Festival Attendance (including its formation, performance and breach) shall be finally settled by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with the provisions of its Consumer Arbitration Rules, excluding any rules or procedures governing or permitting class actions. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these Terms of Ticket Purchase and Festival Attendance, including, but not limited to, any claim that all or any part of these Terms of Ticket Purchase and Festival Attendance is void or voidable. The arbitrator shall be empowered to determine the outcome of any claim and to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be binding on the Parties and may be entered as a judgment in any court of competent jurisdiction. If a Party properly submits the dispute to the AAA for formal arbitration and the AAA is unwilling to set a hearing, then either Party may elect to have the arbitration administered by the Judicial Arbitration Mediation Services ("JAMS") using JAMS' streamlined Arbitration Rules and Procedures. The Parties will share the arbitrator's fees and other costs in accordance with the applicable arbitration rules; but if applicable arbitration rules require Company to pay a greater portion or all of such fees and costs in order for this section to be enforceable, then Company will have the right to elect to pay the fees and costs and proceed to arbitration. The exclusive seat or place of jurisdiction shall be Miami-Dade County in Miami, Florida.

Class Action Waiver.

The Parties further agree that any arbitration shall be conducted in their individual capacities *only* and not as a class action or other representative action, and the Parties expressly waive their right to file a class action or seek relief on a class basis. If there is a final judicial determination that applicable law precludes enforcement of the waiver contained in this paragraph as to any claim, cause of action or requested remedy, then that claim, cause of action or requested remedy, and only that claim, cause of action or requested remedy, will be severed from this agreement to arbitrate and will be brought in a court of competent jurisdiction. In the event that a claim, cause of action or requested remedy is severed pursuant to this paragraph, then you and we agree that the claims, causes of action or requested

remedies that are not subject to arbitration will be stayed until all arbitrable claims, causes of action and requested remedies are resolved by the arbitrator.

YOU AGREE BE ENTERING INTO THIS AGREEMENT THAT YOU AND COMPANY ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. THIS ARBITRATION AND CLASS ACTION WAIVER WILL SURVIVE TERMINATION OR EXPIRATION OF THESE TERMS OF TICKET PURCHASE AND FESTIVAL ATTENDANCE.

Changes to Terms.

We reserve the right to change update these Terms of Ticket Purchase and Festival Attendance from time to time in our sole discretion. Please review our website at www.vibraurbanafest.com for the most current version, and by attending the Festival, you accept and agree to any changes.

Contact Us.

If you have any questions about these Terms of Ticket Purchase and Festival Attendance, you may contact us by email at info@vibraurbanafest.com.