

# Vibra Urbana

## Terms of Use

**Last Updated:** November 24, 2021

Welcome to the website [www.vibraurbanafest.com](http://www.vibraurbanafest.com) (the "Site") offered by Trac Projects LLC ("Company" "we," "us," or "our"). These Terms of Service and Use ("Terms of Use" or "Agreement") are entered into between Company and you ("Consumer," "you" or "your"). Please carefully read the following Terms of Use as they govern your use of the Site and apply to your purchase of tickets and other products via the Site and our related offerings and services (collectively referred to as the "Services"). By continuing to access and use the Site and Services, you agree to be bound by the following Terms of Use.

**BEFORE YOU PROCEED, PLEASE BE SURE TO READ THESE TERMS OF USE. 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 AND CONDITIONS WITHOUT ANY MODIFICATIONS OR ADDITIONS.**

### [Table of Contents](#)

[Description of Services](#)

[Intellectual Property](#)

[Terms of Sale](#)

[Payment](#)

[COVID-19 Waiver](#)

[Return Policy](#)

[Warranty](#)

[Waiver of Guarantees and Disclaimers](#)

[Submitted Materials](#)

[Access Outside the United States](#)

[Third Party Websites](#)

[Communications/Text Messages](#)

[Eligibility](#)

[Privacy Policy](#)

[Prohibited Activities](#)

[Reservation of Rights](#)

[Digital Millennium Copyright Act](#)

[Cancellation/Termination](#)

[Limitation of Liability](#)

[Indemnification](#)

[Governing Law](#)

Arbitration  
Class Action Waiver  
Amendments  
No Oral Modifications  
No Agency Created  
Non-Waiver  
Force Majeure  
Severability  
Assignment  
Entire Agreement  
Notices  
Changes to Terms  
Contact Us

**Description of Services.**

This Site provides information about our Vibra Urbana music festival (the "Festival") and related content, events, products, and services that we think would be of interest to you. We will provide links via the Site for you to purchase tickets through third party ticketing services, and other merchandise and products will be available through third party links, such as *Shopify* (See *Third Party Websites* below).

**Intellectual Property Rights.**

You acknowledge that all materials on the Site, including any copyrights, trademarks, patents, logos, design, graphics, text, photos, software, 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 Services, any of its contents or any data generated or produced using the Services for any commercial purpose. You agree not to circumvent, disable or otherwise interfere with security related features of the Services. We may, but are not obligated to, periodically provide updates to the Services to resolve bugs or add features and functionality. You do not acquire any ownership rights to the Services or to any contents contained on the Services. All rights not expressly granted in these Terms of Use are reserved by Company and its respective licensors, affiliates, and contractors. You are solely responsible for your interactions with other users of the Services.

**Terms of Sale.**

Please see our [Terms of Ticket Purchase and Festival Attendance](#).

**Commented [AS1]:** [Include link to Terms of Ticket Purchase and Festival Attendance](#)

**Payment.**

When you place an order with Company, you agree: (i) that Company (or the third party Company uses to execute such orders) may charge the credit card, debit card, or other approved payment method that you have chosen for your purchase verification, pre-authorization, and payment purposes for the total amount of your order (including any applicable taxes, shipping, handling, or other fees) directly or through a third-party payment processor; and (ii) Company uses a third party ticket company to manage and execute ticket sales (i.e. See Tickets). See Tickets' Privacy Policy and Terms of Purchase can be found at the following link: <https://explore.seetickets.us/privacy/>; (iii) Company may provide payment information to third parties for merchandise (i.e. Shopify), so we can complete the transaction related to your purchase. We may cancel a payment or order at any time and prevent you from initiating future payments for any reason, including without limitation: (a) if your purchase or use of Services violates any applicable law or regulation; (b) if you use the Services in breach of these Terms of Use; (c) if we suspect fraudulent, unlawful, or improper payment activity; or (d) if you fail to cooperate in an investigation or provide additional information if requested.

#### **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 my 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 to an event hosted by Company, 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. Any merchandise purchased is final sale and non-refundable.

**Warranty.**

COMPANY AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS EXPRESSLY DISCLAIM ANY AND ALL EXPRESS, STATUTORY, OR IMPLIED WARRANTIES INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN THEIR ENTIRETY TO THE FULLEST EXTENT ALLOWABLE BY LAW.

**Waiver of Guarantees & Disclaimer.**

**The information on this Site is for general informational purposes only and is provided on an "as is" basis. Company makes no warranties of any kind, either express, implied, or statutory with respect to the Services, the completeness, security, reliability, accuracy, or availability of the Site.**

**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 through the Site, 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 Use and the 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 Use; 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.

**Access Outside the United States.**

This Site is directed to those in the United States. We do not represent that the Site or Services will be available or appropriate in other countries and locations. If you choose to access the Site or use the Services from outside of the United States, you do so at your own risk. You further acknowledge that other countries may have different laws with respect to personal data collection and transmission, and by continuing to use the Site and Services you understand that your data may be transmitted and processed in the United States where laws regarding processing personal information may be less stringent than in your country.

**Third Party Websites.**

This Site includes links to other third-party websites (“Linked Sites”). These links are provided only for your convenience. We do not control, endorse, or approve any content on the Linked Sites and you access and enter the Linked Sites at your own risk. We encourage and recommend that you review the privacy policies and terms and conditions of the Linked Sites, as Company disclaims any and all liability in connection therewith, prior to using such sites or completing a purchase.

**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.

**Privacy Policy.**

In connection with your use of the Site and Services, 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 Site or use the Services. The Privacy Policy is part of and is governed by these Terms of Use and by agreeing to the Terms of Use through use of the Services, 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

Commented [AS2]: [include link to privacy policy here](#)

be sure to review the SeeTickets privacy policy at the following link: <https://explore.seetickets.us/privacy/>.

**Prohibited Activities.**

You may not access or use the Services for any purpose other than the purpose for which we make it available to you. We may prohibit certain activities in connection with the Services in our discretion. These prohibited activities include, without limitation:

- Criminal or tortious activity, including fraud, trafficking, obscene material, drug dealing, gambling, harassment, stalking, spamming, copyright infringement, patent infringement, trademark infringement, or theft of trade secrets;
- Using any information obtained from the Services in order to contact, advertise to, solicit or sell any products or services to any User without their prior explicit consent;
- Interfering with, disrupting or creating an undue burden on the Services or the networks or services connected to the Services;
- Attempting to impersonate another person;
- Using any information obtained from the Services in order to harass, abuse or harm another person;
- Using the Services in a manner inconsistent with any and all applicable laws and regulations;
- Undertaking any activity which infringes on our or any third-party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity and privacy;
- Posting or submitting any content which is libelous, defamatory, threatening, harassing, invasive of privacy, abusive, tortious, hateful, discriminatory, pornographic or obscene;
- Transmitting any trade secret or other material, non-public information about any person, company or entity without the authorization to do so;
- Restricting or inhibiting any other visitor from using the Site, including without limitation, by means of "hacking" or defacing any portion of the Site;
- Modifying, adapting, sub-licensing, translating, selling, reverse engineering, decompiling, or disassembling any portion of the Site;
- Removing any copyright trademark or other proprietary rights notices contained in the Site;
- Distributing any virus, worm or other similar or deleterious files, scripts or programming routines through the Site;
- Using any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine" the Site or in any way reproduce or circumvent the navigational structure or presentation of the Site or its contents, authentications and security measures;
- Harvesting or collecting information about any Users or Consumers without their express consent.

- Attempting to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how, or algorithms relevant to the Services;
- Modifying, translating, or creating derivative works based on the Services;
- Assisting any third party in engaging in any activity prohibited hereunder;
- Removing any proprietary notices or labels on the Site; or
- Using any part of the Services for commercial purposes.

**Reservation of Rights.**

You acknowledge that we reserve the right, but have no obligation to: (i) take appropriate legal action against anyone who, in our sole determination, violates these Terms of Use, including, without limitation, reporting you to law enforcement authorities; (ii) in our sole discretion refuse, restrict access to or availability of, or disable all or a portion of the Services; (iii) change or modify the Services with or without notice to you; and (iii) otherwise manage the Services in a manner designed to protect the rights and property of Company and Users of the Services and to facilitate the proper functioning of the Services. We reserve the right to refuse to sell you a ticket for any reason. We may take steps to verify your identity in connection with your order. You understand and accept that we do not guarantee continuous, uninterrupted, or secure access to the Services, or that operation of the Services will be error-free.

**Digital Millennium Copyright Act.**

Under the Digital Millennium Copyright Act of 1998 (the "DMCA") Section 512(c)(2), if you believe in good faith that any content on the Site infringes your copyright, you may send us a notice requesting that the content be removed. The notice must include: (a) your (or your agent's) physical or electronic signature; (b) identification of the copyrighted work on our Site that is claimed to have been infringed (or a representative list if multiple copyrighted works are included in one notification); (c) identification of the content that is claimed to be infringing or the subject of infringing activity, including information reasonably sufficient to allow us to locate the content on the Site; (d) your name, address, telephone number and email address (if available); (e) a statement that you have a good faith belief that use of the content in the manner complained of is not authorized by you or your agent or the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that you or your agent is authorized to act on behalf of the copyright owner. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, you may send us a counter-notice. Notices and counter-notices should be sent to [info@vibraurbanafest.com](mailto:info@vibraurbanafest.com). There can be penalties for false claims under the DMCA. We strongly suggest that you consult your legal advisor before filing a notice or counter-notice.

**Cancellation/Termination.**

We reserve the right to permanently or temporarily suspend or terminate your use of the Services if you violate these Terms of Use, or at any time in our discretion. We may also

suspend, impose limits on, or restrict your access to parts or all of the Services without notice or liability. This Agreement will survive the termination of your use of the Services.

**Limitation of Liability.**

IN NO EVENT SHALL COMPANY 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, OR LOST SAVINGS, 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 SERVICES OR RELIANCE ON OR USE OR INABILITY TO USE THE INFORMATION, MATERIALS OR SERVICES PROVIDED THROUGH THE SERVICES, 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. IN NO EVENT WILL COMPANY'S AGGREGATE LIABILITY FOR ANY CLAIM BY YOU OR ANY THIRD PARTY EXCEED ONE HUNDRED DOLLARS (\$100.00).

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

**Indemnification.**

You agree to fully indemnify, defend, and hold Company and its subsidiaries, affiliates, partners, officers, directors, employees, agents, and other representatives, harmless from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees), and other expenses that arise directly or indirectly out of or from: (i) your access to, use of, or alleged use of, the Services or the services or goods obtained through your use of the Services; (ii) your breach or violation of the terms in this Agreement, any representation, warranty, or covenant referenced in this Agreement, or any applicable law or regulation; (iii) any allegation that any materials you submit to us or transmit to the Site infringe or otherwise violate the copyright, patent, trademark, trade secret, or other intellectual property or other rights of any third-party; (iv) your activities in connection with the Site or other websites to which the Site is linked; (v) any negligent act or omission or any willful misconduct by you; and/or (vi) any inaccuracies in the information provided to you through the Site.

**Governing Law.**

You agree that your use of the Services 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 any product, the Services, or these Terms of Use (including its formation, performance and breach) and the Services 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 Use, including, but not limited to, any claim that all or any part of these Terms of Use 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 THIS AGREEMENT.**

**Thirty Day Right to Opt Out.**

You have the right to opt-out and not be bound by the arbitration provision set forth this Agreement by sending written notice of your decision to opt-out to the following address:

[address]. Attention: Legal Department. The notice must be sent within thirty (30) days of registering to use the Services, otherwise you shall be bound to arbitrate disputes in accordance with the terms set forth above. If you opt-out of these arbitration provisions, we also will not be bound by them. In addition, if you elect to opt-out of these arbitration provisions, we may terminate your use of the Services.

**Amendments.**

These Terms of Use may be amended by Company from time to time. You agree that you will review these Terms of Use prior to purchasing any product or using this Site, and any such use or purchase will constitute acceptance of these Terms of Use, as amended. The new version of this Agreement will take effect on (i) the date falling fourteen (14) calendar days after the date of such posting (or such later date as we indicate in the relevant posting) if any of the changes are to an operative provision of this Agreement which is capable of adversely affecting you, or (ii) immediately upon the date of posting or such later date as we indicate in the relevant posting if the changes are not capable of adversely affecting you, examples of which would include, without limitation: (a) changing the name of the web address for the Site or (b) the refinement of provisions that are already included or referred to in this Agreement. In either case, if You do not wish to be governed by the new version of this Agreement, you must immediately cease to use the Site. We shall not have any liability to You in such an event.

**No Oral Modifications.**

Employees or agents of Company are not authorized to modify this Agreement, either verbally or in writing. If any employee of Company offers to modify these Terms of Use, he or she is not acting as an agent for Company or speaking on our behalf. You may not rely, and should not act in reliance on, any statement or communication from an employee of Company or anyone else purporting to act on our behalf.

**No Agency Created.**

Nothing contained in this Agreement creates any agency, partnership, joint venture, or employment between a Consumer and Company. Consumers shall not have authority of any kind to bind Company for any reason.

**Non-Waiver.**

The failure of either Party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

**Force Majeure.**

Company shall not be liable for any failure to perform its obligations hereunder where the failure results from any cause beyond Company's reasonable control, including, without limitation, any mechanical, electronic or communications failure or degradation or any other cause of Force Majeure, or act of God.

**Severability.**

If any provision of these Terms of Use is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms of Use shall otherwise remain in full force and effect and enforceable.

**Assignment.**

These Terms of Use are not assignable, transferable or sublicensable by you except with our prior written consent. We may transfer, assign or delegate these Terms of Use and our related rights and obligations without obtaining your consent.

**Entire Agreement.**

These Terms of Use supersede all prior and contemporaneous agreements, representations and warranties and understandings, whether oral or written, with respect to the Services or its contents. Modifications to the Terms of Use that are not posted on the Services are not valid unless made in writing and signed by an authorized representative of Company.

**Notices.**

You consent to receive notices and other communications regarding these terms and conditions and/or other aspects of the Services through posting of notices on the Services. You agree that all agreements, notices, disclosures, and other communications that Company provides to you in accordance with the prior sentence satisfy any legal requirement that such communications be in writing.

**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.**

**Changes to Terms.**

We reserve the right to change update these Terms of Use from time to time in our sole discretion. Please review this page for the most current version, and by continuing to use the Services after we post updates, you accept and agree to any changes.

**Contact Us.**

If you have any questions about these Terms of Use, you may contact us by email at [info@vibraurbanafest.com](mailto:info@vibraurbanafest.com).