

SNOWGLOBE MUSIC FESTIVAL TICKET PURCHASE TERMS OF SALE

Welcome to the official 2019 SnowGlobe Music Festival (the “**Event**”) ticket purchase policy (the “**Terms**”). This ticket purchasing website (the “**Ticketing Site**”) is operated by EventBrite.

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE TICKETING SITE, MAKING ANY PURCHASE ON OR THROUGH THE TICKETING SITE, OR OTHERWISE PURCHASING A TICKET AND/OR ATTENDING THE EVENT. These Terms constitute a legally binding contract between you (“**Customer**” “**you**” “**your**”) and SnowGlobe, LLC (“**SnowGlobe**” “**we**” “**us**” “**our**”). If you are purchasing a ticket for someone else, these Terms also apply to that person(s), and it is your duty to inform all such person(s) of these Terms.

These Terms are in addition to any other information posted by SnowGlobe and/or EventBrite, including without limitation, our website Terms of Use and Privacy Policy.

By purchasing a ticket to the Event (each, a “Ticket”) and/or attending the Event, you specifically accept and agree to be bound by these Terms, as well as our website Terms of Use and Privacy Policy (collectively, with these Terms, the “Policies”), and all laws and regulations governing the Ticketing Site and the Event. We have the right to change these Terms at any time, which shall be effective for any transaction made following the posting of the change on the Ticketing Site. If you do not agree to these Policies, do not purchase a Ticket or otherwise use the Ticketing Site.

TERMS OF SALE

TICKET PRICE, PAYMENT METHODS AND CURRENCY. We accept all major credit cards for purchases (American Express, Visa, MasterCard, Discover). All prices are stated in U.S Dollars. Unless indicated otherwise, prices include all applicable taxes and/or cash discounts (if available). If, for any reason, your payment is declined, your order and your Tickets will be cancelled, any payment received as of that date will be kept by us as partial offset for your default.

AGE RESTRICTIONS. Children of all ages will be welcome at the Event. You must be at least 18 years of age to purchase a Ticket. By making a purchase on the Ticketing Site, you agree that you are at least 18 years of age.

PRICING AND OTHER ERRORS. If the amount you pay for a Ticket is incorrect regardless of whether because of an error in a price posted on this Ticketing Site or otherwise communicated to you, or you are able to order a Ticket before its scheduled on-sale or presale date or you are able to order a Ticket that was not supposed to have been released for sale, then we will have the right to cancel that ticket (or the order for that ticket) and refund to you the amount that

you paid. This will apply regardless of whether because of human error or a transactional malfunction of this Ticketing Site.

NO REFUNDS OR EXCHANGES. All sales are final and non-refundable. No refunds or exchanges for Tickets will be made, except as expressly provided in these Terms. Tickets bear no cash value, and are not redeemable for cash. **TREAT TICKETS LIKE CASH.** Lost or stolen Tickets will not be replaced or refunded. There will be no refunds or exchanges for illness, emergency, or any other unexpected circumstances affecting your attendance at the Event. **THE EVENT WILL TAKE PLACE RAIN OR SHINE.** The risk of inclement weather is assumed by the Customer. Tickets obtained from unauthorized sources may be counterfeit, lost, or and worthless.

FESTIVAL ACTS AND SCHEDULE SUBJECT TO CHANGE. All acts are subject to cancellation or change without notice, and any such change will not be considered a cancellation of the Event. There shall be no refunds to any patrons as a result of patrons' late arrival. All set times are subject to change without notice. There will be no refunds resulting from the failure of any act to appear at the Event or any change in schedule. All artists, schedules, production elements, vendors, art exhibits, amenities and all other aspects of the Event are subject to change without notice and without grounds for refund.

EVENT CANCELLATION AND CHANGES. In the event of a cancellation of the Event in its entirety, in some limited situations we may offer refunds, however, in such situation, only the face value of the Ticket will be refunded. Service, shipping and handling fees will not be refunded. Event date and time are subject to change. If the Event is rescheduled, you shall have the right: (1) if the Event is rescheduled to a date and time within twelve months of the date and time originally scheduled, to use the Ticket to attend the Event at the rescheduled date and time; or (2) if the Event is not rescheduled within twelve months of the date and time originally scheduled, to request a refund, and refund requests will be accepted up until (and including) the revised date of the Event. We will not be liable for travel or any other expenses that you or anyone else incurs in connection with a cancelled or postponed Event.

ORDER CONFIRMATION. If you do not receive a confirmation number (in the form of a confirmation page or email) after submitting payment information, or if you experience an error message or service interruption after submitting payment information, it is your responsibility to confirm whether or not your order has been placed with EventBrite. Only you may be aware of any problems that may occur during the purchase process. We will not be responsible for losses (monetary or otherwise) if you assume that an order was not placed because you failed to receive confirmation.

ORDER DELIVERY. Orders will ship close to the event date. You will be notified via e-mail when your order has been shipped. If you do not receive your order ten (10) days prior to the event date, please contact us at the e-mail address or phone number listed at the bottom of these Terms.

PROMOTIONAL USE PROHIBITED. Tickets may not be used for advertising, promotion (including contests and sweepstakes), or other trade purposes without the express written consent of SnowGlobe, provided that even if such consent is obtained, any use of our trademarks and other intellectual property is subject to our written consent. You agree not to transmit, distribute, or

sell (or aid in transmitting, distributing, or selling) in any media now or hereafter existing, any description, account, picture, video, audio or other form of reproduction of the Event, the performances or exhibits, or any surrounding activities (in whole or in part) of the Event. Breach of this clause shall automatically terminate any rights that you may have hereunder and shall authorize SnowGlobe to refuse admission to the Event or eject you from the Event without refund. Breach of any of these Terms shall also subject you to all legal remedies available to SnowGlobe.

COMPLIANCE WITH RULES; PROHIBITED ITEMS. You agree to comply with all federal, state and local laws, regulations and rules, and all posted venue/facility rules while attending the Event.

Without limiting the generality of the foregoing, you agree to comply with the following Event Rules:

You are prohibited from bringing any of the following items to the Event:

- alcoholic beverages;
- illegal drugs and substances;
- controlled substances;
- weapons of any kind (Includes Pocket Knives);
- professional cameras and recording devices;
- laser pointers, strobe lights;
- Drug Paraphernalia
- E-Cigarettes Or Vapes
- Pets (Excluding Service Animals)
- Massagers
- Glass, Cans, Cups Or Coolers
- Outside Food Or Drinks
- Markers, Pens Spray Paint
- Large Chains / Spiked Jewelry
- Stickers, Flyers, Banners, Posters Etc.
- Balloons, Balls Inflatables, Frisbees Etc.
- Tents, Umbrellas, Chairs Blankets
- Aerosol Cans
- Drones

RECORDING, TRANSMISSION AND EXHIBITION. You agree that the Event is a public event, that your appearance and actions inside and outside the venue where the Event occurs are public in nature, and that you have no expectation of privacy with regard to your actions or conduct at the Event. You acknowledge that the Event may be broadcast or otherwise publicized. By attending the Event, you hereby irrevocably grant to SnowGlobe, and our members, affiliates, sponsors, partners, designees, licensees and assigns, the right to film and otherwise record you and to utilize your name, image, likeness, acts, poses, plays, appearance, movements, and statements in any live or recorded audio, video, or photographic display or other transmission, exhibition, publication or reproduction made of, or at, the Event (regardless of whether before, during or after play or performance) for any purpose (including commercial or promotional

purposes), in any manner, in any medium or context now known or hereafter developed, without further authorization from, or compensation to, you or anyone acting on your behalf.

REVOCABLE LICENSE; EJECTION. Tickets to the Event grant you only a revocable license that may be revoked at any time for any reason. In addition to all other legal remedies SnowGlobe may have, SnowGlobe reserves the right, without refund of any amount paid, to refuse admission to, or eject, any person whose conduct we, in our sole and absolute discretion, deem disorderly, annoying, illegal, abusive, threatening, aggressive, uncomfortable, who uses vulgar or abusive language or who fails to comply with these Terms, our or the venue's rules and directions, and/or local, state, or federal law. Any breach of these Terms will also terminate your license to attend the Event without refund. Unlawful resale or attempted resale is grounds for seizure and cancellation of the Ticket, without compensation, at our discretion. Additionally, admission may be refused for any other reason upon refunding the Ticket's face amount, in our sole discretion. In order to be admitted to an Event, each Customer must present the original Ticket in its original, undamaged, unaltered form, to the applicable venue at the appropriate time.

YOU ARE SUBJECT TO SEARCH. You and your belongings may be searched on entry to the Event. You consent to such searches and waive any related claims that may arise. If you elect not to consent to such searches, you may be denied entry to the Event without refund or other compensation. You acknowledge and agree that certain items may not be brought into the Event, including without the items listed above as "prohibited items."

UNLAWFUL RESALE OF TICKETS AND SALE OF MERCHANDISE. The resale or attempted resale of a Ticket at a price higher than that appearing hereon is prohibited and if discovered will result in the Ticket being voided without refund. The sale of unauthorized merchandise is not permitted. Customer agrees he/she may be ejected from the Event if selling unauthorized merchandise. Unlawful sale or resale of counterfeit or copy of tickets is grounds for seizure and cancellation without compensation. You are responsible for complying with all applicable ticket resale laws. In addition, we reserve the right to restrict or deny ticket purchasing privileges to anyone that we determine to be, or has been, in violation of our Policies. Because we do not guarantee the authenticity of tickets purchased from any non-authorized third party reseller (such as brokers or individuals), we recommend that you purchase tickets directly through us.

REPRESENTATIONS AND WARRANTIES. Without limiting anything set forth in these Terms, you hereby represent and warrant that (i) you will not violate any applicable laws or regulations at or in connection with the Event and/or in connection with your use of the Ticketing Site and/or purchase of a Ticket; (ii) you are authorized to use the credit or debit card used to purchase Ticket(s); (iii) you are of sufficient legal age and authority to purchase a Ticket, attend the Event and create legal binding obligations for any liability you may incur as a result of entering into these Terms; (iv) you will not attempt to charge back your purchase with your bank or credit card company; and (v) you shall at all times be in compliance with all applicable laws and regulations and with the Policies, and all other terms, conditions and rules set forth by SnowGlobe in connection with the Event.

THIRD PARTIES AND THE EVENT. In connection with the Event, we may display information related to travel services, packages, transportation, accommodations, schedules and other amenities. We do not guarantee the accuracy or completeness of any such information, nor do

we assume any liability for any third party's products or services. Your interaction with any third party is at your own risk, and we will have no liability with respect to the representations, warranties, acts, omissions, or negligence of any third party, or for any personal injury, death, property damage or loss or any other liabilities resulting from your interactions with any third party. Further you acknowledge and agree that any interactions with a third party may be subject to such third parties terms and conditions, and you agree to abide by the terms and conditions of purchase imposed by any third party with whom you elect to deal.

ASSUMPTION OF RISK, RELEASE OF LIABILITY AND WAIVER; LIMITATION OF LIABILITY.

YOU ACKNOWLEDGE AND AGREE THAT BY PURCHASING A TICKET TO THE EVENT AND/OR ATTENDING THE EVENT YOU MAY BE ENGAGING IN ACTIVITIES THAT MAY INVOLVE RISK OF SERIOUS INJURY, INCLUDING PERMANENT DISABILITY AND DEATH, PROPERTY DAMAGE AND/OR LOSS AND SEVERE SOCIAL AND ECONOMIC LOSSES. YOU ASSUME ALL RISK AND DANGER, INCLUDING ALL RISKS OF PERSONAL INJURY AND DEATH, ARISING FROM OR INCIDENTAL TO THE EVENT WHETHER SUCH RISKS OCCUR PRIOR TO, DURING, OR SUBSEQUENT TO THE ACTUAL EVENT. YOU ASSUME ALL RISKS RELATED TO THE OPEN OUTDOOR SETTING OF THE EVENT, INCLUDING RAIN, SNOW, WIND, SUN EXPOSURE, TEMPERATURE, HAIL, LIGHTENING AND OTHER SEVERE WEATHER RISKS.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, YOU AGREE THAT SNOWGLOBE NOR ANY OF ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARENTS, OWNERS, MANAGERS, MEMBERS, EMPLOYEES, AFFILIATES, CONTRACTORS, AGENTS, OR OTHER REPRESENTATIVES (COLLECTIVELY, THE "RELEASEES") WILL BE LIABLE FOR, AND YOU, ON BEHALF OF YOURSELF AND YOUR HEIRS, HEREBY RELEASE THE RELEASEES FROM AND AGREE NOT TO SEEK ANY CLAIM AND/OR RELIEF (INCLUDING INJUNCTIVE OR OTHER EQUITABLE RELIEF) INVOLVING, LOSS OR DAMAGES (WHETHER DIRECT OR INDIRECT AND WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE) ARISING OUT OF OR IN CONNECTION WITH THE EVENT, AND YOUR ATTENDANCE OF THE EVENT, THE USE OF, OR INABILITY TO USE, THE MATERIALS IN AND/OR FACILITIES OR PRODUCTS, GOODS AND/OR SERVICES OFFERED AT OR IN CONNECTION WITH THE EVENT, INCLUDING, BUT NOT LIMITED TO, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES, LOSS OF DATA, INCOME, PROFIT OR OPPORTUNITY, LOSS OF OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES, AND INCLUDING ALL CLAIMS ARISING OUT OF THE NEGLIGENCE OF ANY OF THE RELEASEES (EVEN IF SNOWGLOBE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES, OR SUCH LOSS OR DAMAGES WERE REASONABLY FORESEEABLE). IF THIS CLAUSE IS UNENFORCEABLE IN WHOLE OR IN PART IN ANY JURISDICTION DUE TO RELEVANT LAWS, THEN IN NO EVENT SHALL THE TOTAL LIABILITY TO YOU OF THE RELEASEES FOR ALL DAMAGES, LOSSES, AND CLAIMS (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU FOR A TICKET TO THE EVENT.

IF MINOR(S) IS/ARE ACCOMPANYING YOU TO THE EVENT, YOU ARE DEEMED TO HAVE GIVEN ALL OF THE FOREGOING GRANTS OF RIGHTS, RELEASES AND WAIVERS ON BEHALF OF SUCH MINOR(S) AS THEIR PARENT OR GUARDIAN OR AS THE AUTHORIZED AGENT OF THEIR PARENT OR GUARDIAN. IF YOU DO NOT WISH TO OR IS NOT AUTHORIZED TO GRANT SUCH RIGHTS,

RELEASES AND WAIVERS ON BEHALF OF THE ACCOMPANIED MINOR(S), YOU SHOULD IMMEDIATELY LEAVE THE EVENT WITH THE MINOR(S).

DISCLAIMERS.

ALL PRODUCTS, GOODS AND SERVICES IN CONNECTION WITH THE EVENT ARE PROVIDED "AS IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. SNOWGLOBE EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, TO THE FULLEST EXTENT PROVIDED BY LAW.

ALL THIRD PARTIES ARE INDEPENDENT CONTRACTORS AND NOT AGENTS OR EMPLOYEES OF SNOWGLOBE. SNOWGLOBE IS NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, NEGLIGENCE, REPRESENTATIONS OR WARRANTIES OF ANY SUCH THIRD PARTY OR FOR ANY PERSONAL INJURY, DEATH, PROPERTY LOSS OR DAMAGE, OR ANY OTHER LIABILITIES RESULTING THEREFROM.

INDEMNIFICATION. You agree to indemnify, defend and hold harmless the Releasees from and against any and all demands, suits, claims, costs (including reasonable attorneys' fees and expenses), expenses and liability arising out of, incidental to or related in any way to (i) your attendance at, observation of, and/or participation in the Event, (ii) your negligence, acts or omissions, or (iii) your breach of any of these Terms.

INDIVIDUAL ARBITRATION AGREEMENT AND CLASS ACTION WAIVER.

The following will be referred to herein as the "**Arbitration Agreement.**" You and we each may elect to resolve any and all claims and disputes relating in any way to these Terms or our dealings with one another ("**Claims**"), except for Claims concerning the validity, scope or enforceability of paragraph, through BINDING INDIVIDUAL ARBITRATION. This Arbitration Agreement involves interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA"), and not by state law.

If you or we elect to resolve a dispute by arbitration, neither you nor we will be able to have a court or jury trial or participate in a class action or class arbitration. Other rights that you and we would have if you or we went to court will not be available or will be more limited in arbitration, including the right to appeal. You and we each understand and agree that by allowing each other to elect to resolve any dispute through individual arbitration, **WE ARE EACH WAIVING THE RIGHT TO A COURT OR JURY TRIAL. IF ANY PARTY ELECTS ARBITRATION, THAT DISPUTE SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS, AND NOT AS A CLASS ACTION, REPRESENTATIVE ACTION, CLASS ARBITRATION OR ANY SIMILAR PROCEEDING.** The arbitrator(s) may not consolidate the claims of multiple parties. The arbitration shall take place in the federal judicial district where you reside, or in another location on which we agree. The arbitrator shall be authorized to award any relief that would have been available in court, provided that the arbitrator's authority is limited to you and us alone, except as otherwise specifically stated herein. No arbitration decision will have any preclusive effect as to non-parties. The arbitrator's decision shall be final and binding. You and we agree that this Arbitration Agreement extends to any other parties involved in any Claims, including but not limited to anyone for whom you purchase passes and our employees, affiliated companies and

vendors. This Arbitration Agreement shall take precedence over the rules of the arbitration organization or arbitrator in the event of any conflict.

We will be responsible for paying all arbitration fees other than the lower amount of filing fees you would have incurred in a state or federal court in the jurisdiction of your residence. Notwithstanding any other provision herein, you or we may seek relief in a small claims court for Claims within its jurisdiction. In addition, you and we each may exercise any lawful rights to seek provisional remedies or self-help, without waiving the right to arbitrate by doing so. Notwithstanding any other provision of these Terms, if the foregoing class action waiver and prohibition against class arbitration is determined to be invalid or unenforceable, then this entire Arbitration Agreement shall be void. If any portion of this Arbitration Agreement other than the class action waiver and prohibition against class arbitration is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Arbitration Agreement. This Arbitration Agreement will survive the termination of these Terms, your fulfillment or default of your obligations under these Terms, and/or your or our bankruptcy or insolvency (to the extent permitted by applicable law).

YOU HAVE THE RIGHT TO REJECT THIS ARBITRATION AGREEMENT, BUT YOU MUST EXERCISE THIS RIGHT PROMPTLY. If you do not wish to be bound by this agreement to arbitrate, you must notify us in writing within sixty (60) days after your purchase of a Ticket to the Event. You must send your request to _____. The request must include your full name, address, account number, and the statement "I reject the Arbitration Agreement." If you exercise your right to reject arbitration, the other terms of these Terms shall remain in full force and effect as if you had not rejected arbitration.

Prior to bringing a claim under this Arbitration Agreement, the claimant (the "**Claimant**") shall give the other party or parties written notice of the Arbitration Claim (a "**Claim Notice**") and a reasonable opportunity, not less than thirty (30) days, to resolve the Arbitration Claim. Any Claim Notice to SnowGlobe shall be sent by mail to _____. Any Claim Notice must (a) identify the Claimant by name, address, email address, and telephone number; (b) explain the nature of the Arbitration Claim and the relief demanded; and (c) be submitted only on behalf of the Claimant, and not on behalf of any other party. The Claimant must reasonably cooperate in providing any information about the Arbitration Claim that the other party reasonably requests and must give the other party a reasonable opportunity to respond to the demand for relief.

MISCELLANEOUS. Nothing contained in these Terms will be deemed to constitute either party as the agent or representative of the other party, or both parties as joint venturers or partners for any purpose. You may not assign, delegate or transfer your rights, if any, or obligations under these Terms. We may assign our rights and duties under these Terms without such assignment being considered a change to these Terms and without notice to you. The terms and conditions set forth in these Terms represent the entire understanding and agreement between you and us relating to the precise subject matter herein and supersede any and all prior statements, understandings or agreements whether oral or written, and shall not be modified except in writing, signed by us. Any waiver of any provision of these Terms must be in writing signed by us to be valid. A waiver of any provision hereunder shall not operate as a waiver of any other

provision, or a continuing waiver of the same provision in the future. If any court of competent jurisdiction finds any provision of these Terms to be void or unenforceable for any reason then such provision shall be ineffective to the extent of the court's finding without affecting the validity and enforceability of any remaining provisions.