

TERMS OF USE

Effective Date OCTOBER 1, 2017

1. INTRODUCTION

These Terms of Use (the "Terms") along with our [Privacy Policy](#) set forth the terms and conditions under which SnowGlobe, LLC ("SnowGlobe", "us", "we") agrees to provide you use of and access to our website located at www.snowglobemusicfestival.com (the "Site"), our mobile application(s), our related website(s), our social media account(s), service(s), software, and any other website(s) and/or application which these Terms are posted (collectively, with the Site the "Services"), including any version of the Services, whether accessed via computer, mobile device, tablet, or any other device, and including without limitation all content, features, services, products, information, resources, software, data, and content of any kind including, without limitation, the information, features, artwork, text, video, audio, pictures and services available on or accessed through the Services.

2. YOUR ACCEPTANCE OF THESE TERMS

By using and/or accessing the Services, you agree to be bound by these Terms, as well as our [Privacy Policy](#), and any other applicable terms that may apply to your use of the Services. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT USE OR ACCESS THE SERVICES. As a condition of your right to use our Services, you represent that you are of legal age to enter into a binding contract and that you are not a person barred from accessing the Services under the laws of the United States or any other country.

3. WE MAY MODIFY THESE TERMS

From time to time, we may change, update, delete, or add to these Terms. Any changes to these Terms will be effective immediately upon posting. Any continued access and/or use by you of the Services after changes have been posted constitutes your acceptance to those changes. It is your responsibility to review these Terms and other applicable policies periodically for changes.

4. PRIVACY

We respect the privacy of our users and encourage you to read our [Privacy Policy](#) to understand our practices so that you may make an informed decision about accessing and using the Services. Any information that you provide to us will be subject to this Privacy Policy. You understand that through your use of the Services, you consent to the collection and use of this information, including the transfer of this information for storage, processing and use by SnowGlobe and its affiliates.

5. INTELLECTUAL PROPERTY

All content and materials on the Services, including without limitation all text, designs, graphics, logos, page headers, button icons, scripts, information, blog posts, opinions, service names, trademarks, service marks, domain names, technical documentation, product information, visual interfaces, images, photographs, trademarks, sounds, music, videos, applications, software and artwork (collectively, "Content"), and including but not limited to the design, structure, selection, coordination, expression, "look and feel," and arrangement thereof, contained on the Services is owned by us, controlled by us, or licensed to us, and is protected by trade dress,

copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws. All intellectual property not owned by us that appears on the Services is the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us. SnowGlobe and the respective intellectual property owners retains ownership of all right, title and interest in the Services and all Content.

You are granted a limited, revocable, non-assignable, right to access the Services, including the Content, or any portion thereof, only for personal, informational, non-commercial uses, on a non-downloadable basis.

YOU MAY NOT copy, republish, download, upload, post, publically display, transmit, stream, encode, translate, reproduce, create derivative works of, sell, modify, exploit, or distribute in any way, the Services, the Content (or any portion thereof), in any manner without our (or the applicable Content owner's) prior express written permission. Nothing on the Services should be construed as granting, by implication, or otherwise, any license or right to use the Services or any Content displayed on or available through the Services, except as expressly provided herein without the prior written permission of SnowGlobe and/or the Content owner. Nothing in these terms should be construed as granting you any ownership rights in the Services, the Content or any portion thereof. Any unauthorized attempt to use, copy or modify the Content, or to circumvent or defeat any of the security features design to protect the Content, is strictly prohibited, and we enforce our intellectual property rights to the fullest extent permitted by law.

6. MERCH STORE AND TICKET PURCHASES

When making any purchases through our e-commerce store and/or purchasing tickets on or through the Services, you agree to be bound by these Terms, our Privacy Policy, our Ticket Purchase Terms, as well as any additional terms that may apply which are presented to you when making the purchase.

You represent that you are 18 years of age or older and are legally capable of entering into contracts. You agree to immediately pay for any and all products and services you purchase on or through the Services. Payment may be required before said products or services are delivered or made available for delivery to you. If you are under the age of 18, you must get permission from a parent or guardian in order to use the Services and make purchases through the Services, and your parent or guardian must agree to these Terms.

We may use third party payment processors and other third party vendors, such as Stripe and Eventbrite, to process and/or facilitate purchases made on or through the Services. Payment methods recognized by SnowGlobe for particular items will be listed in the online cart, and only payment methods recognized by SnowGlobe will be accepted. If you elect to use, or are required to use, the services of a third party provider in connection with your purchase from us, your use of such services will be subject to the third party provider's own terms and conditions and/or privacy policy. You may be required to create an account with such third party provider and/or provide that third party provider with your bank account or credit/debit card details. SnowGlobe is not responsible for, and you agree to hold us harmless from and against, any liability resulting from the acts or omissions of any such third party provider. Any dealings with third parties included within or on the Services involving the delivery of any payment for goods and services are solely between you and that third party. We are neither responsible nor libel for any part of such dealings. All customer service inquiries and disputes related to purchases made through the Services are the responsibility of such third party vendor, not SnowGlobe.

We have taken reasonable precautions to try to ensure that prices quoted on the Services are correct and that all products have been fairly described. However, when ordering products or

services through the Services, please note that orders will only be accepted if there are no material errors in the description of the goods or services or their prices as advertised on the Services, including, but not limited to, the event that a product is listed at an incorrect price due to typographical or other error. All prices are displayed in United States Dollars unless expressly indicated otherwise. All items are subject to availability and we will inform you as soon as possible if the product(s) or service(s) you have ordered are not available and we may offer alternative product(s) or service(s) of equal or higher quality and value (if possible).

We reserve the right to adjust pricing for our products and service in any manner and at any time as we may determine in our sole and absolute discretion.

7. VENDOR, PARTNERSHIP, AND PRESS OPPORTUNITIES

If you wish to contact us about opportunities related to becoming a vendor, partner or part of our media team, you may do so through the "contact" section of the Site. We have no obligation to respond to any inquiries, and any information you send to us will be considered "Comments" as described below. Without limiting anything in these Terms, you are expressly prohibited from impersonating any other person or entity in connection with your inquiries, and from otherwise sending us any false information.

8. UNLAWFUL OR PROHIBITED USE

As a condition of your use of the Services, you represent and warrant to us that you will not use the Services for any purpose that is unlawful, immoral or prohibited by these Terms.

You may not use any data mining/ data extraction tools in connection with the Services. You agree that you will not: (a) obtain or attempt to obtain any information from Services including, without limitation, personal information of other users or other software data; (b) intercept, examine or otherwise observe any proprietary communications protocol used by the Services, whether through the use of a network analyzer, packet sniffer or other device; or (c) use any type of bot, spider, virus, clock, timer, counter, worm, software lock, Trojan-horse routing, trap door, time bomb or any other codes, instructions or other software that is designed to provide a means of surreptitious or unauthorized access to, or to distort, delete, damage or disassemble, the Services. Any tool or method used to acquire, copy or monitor any portion of the Services, including the Content, or in any way reproduce or circumvent the Services or Content, or any portion thereof, or to obtain or attempt to obtain any materials, documents or information through any means is strictly prohibited. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Services. You not may to attempt to override, disable, circumvent or otherwise interfere with any security components and usage rules embedded in the Services. You agree not to attempt to reverse engineer or otherwise derive or obtain the code in any form for any software used in the Services.

Furthermore, you may not use the Services, or any Content on the Services, to engage in any activity, including to develop, generate, transmit or store information, that: (a) is defamatory, harmful, abusive, sexually explicit, threatening, misleading, obscene or hateful; (b) in any way obstructs or otherwise interferes with the normal performance of another person's use of the Services, (c) performs any unsolicited commercial communication not permitted by applicable law or promotes or distributes any unauthorized advertising, promotional materials, or material which can be characterized as "junk mail," "spam," "chain letters," "pyramid schemes," or similar material, requests for or solicitation of money, goods, or services for private gain, or any information posted primarily for advertising, promotional, or other commercial purposes; (d) constitutes harassment or a violation of privacy or threatens other people or groups of people;

(e) is harmful to children in any manner; (f) violates any applicable law, regulation or ordinance; (g) makes any false, misleading or deceptive statement or representation regarding SnowGlobe and/or the Services or your affiliation with SnowGlobe and/or any Content owner, (h) impersonates any person or entity; (i) infringes on any patent, trademark, trade secret, copyright, right of publicity or privacy, or other right of any party, or distribute any content you do not have a right to make available under any law or under contractual or fiduciary relationships; or (j) constitutes phishing, pharming or impersonates any other person, or steals or assumes any person's identity (whether a real identity or online nickname or alias).

9. MAILING LIST

By signing up for our mailing list, you opt in to receiving information and news, occasional special offer, marketing and communication emails. You may unsubscribe from these emails by following the opt-out instructions in these emails.

10. MOBILE DEVICES & THIRD-PARTY RESTRICTIONS

If you access our Services on mobile devices, you understand that your mobile carrier's standard charges will apply, and additional terms of your mobile application store may apply.

11. WEBSERVICES ACCESS

SnowGlobe reserves the right to add, change, modify, suspend or discontinue (temporarily or permanently) all or any portion of the Services, in its sole discretion, at any time with or without notice. We may interrupt the operation of the Services, or any portion thereof, as necessary to perform maintenance, error correction or other changes. In addition, we may impose limits on any portion of the Services or restrict your access to portions of or the entire Services in our sole discretion without notice or liability.

You understand that if you violate any of these Terms, we reserve the right, without limiting any other remedy available in law or equity, to revoke your right to use the Services and to use any technological, legal, operational or other means available to use to enforce the provisions of these Terms, including blocking IP addresses. SnowGlobe will not be liable to you or to any third party for termination of your access to the Services.

12. HYPERLINKS TO THE PLATFORM

If you place a link to the Services on a third party website, you must adhere to SnowGlobe's linking policy as follows: (i) the appearance, position and other aspects of the link may not be such as to damage or dilute the goodwill associated with SnowGlobe and/or its licensors' names and trademarks, (ii) the appearance, position and other attributes of the link may not create the false appearance that your organization or entity is sponsored by, affiliated with, or associated with SnowGlobe, and (iii) SnowGlobe reserves the right to revoke its consent to the link at any time and in its sole discretion.

13. THIRD PARTY CONTENT AND SERVICES

The Services may advertise, offer, or make available information, content products and/or services provided by third parties ("*Third Party Services*"). When purchasing or using a product or service that is offered by or operated by a third party, you shall be subject to any terms of use, policies or other agreements of the third party offering or operating such Third Party Services, as well as the Terms. Third Party Services are provided solely for your convenience and we make no representations or warranties regarding any Third Party Products and take no responsibility and assume no liability for any Third Party Services. By making Third Party Services available on or through the Services, we are not implying endorsement or responsibility for such

Third Party Services, or make any representations or warranties as to their fitness for any particular purpose.

You acknowledge and agree that we are not responsible for the availability of, or any content located on or through, any Third Party Service, or any use of your information by those third parties. You further acknowledge that any reliance on representations and warranties provided by any party other than SnowGlobe will be at your own risk. You expressly agree to hold us harmless for any claims of damage arising from any content, product or service provided by any third party or use of your information by those third parties.

14. LINKS TO OTHER SITES

The Services may contain links to third-party websites, applications and/or services ("Linked Sites"). Such Linked Sites are offered as an accommodation to you. SnowGlobe is not responsible or liable whatsoever for the accessibility or accuracy of Linked Sites, or for the products, services, or content including, without limitation, the accuracy or reliability of any information, data, opinions, advice or statements set forth therein, or privacy practices of any such Linked Sites. The presence of links to Linked Sites does not imply any endorsement by SnowGlobe of such Linked Sites, or the products, services or content available on or from such Linked Sites. You acknowledge sole responsibility for and assume all risk arising from your use of any Linked Sites.

15. LIMITATION OF LIABILITY; DISCLAIMERS

In no event shall SnowGlobe or any of its subsidiaries, or affiliates, together with their respective directors, officers, managers, members, shareholders, employees and agents, be liable for any direct, incidental, indirect, consequential, special, punitive, or exemplary damages of any kind, including without limitation: (a) lost revenues or profits, (b) loss of business or loss of data, or (c) loss or damage to any computer, mobile phone or other device that is in any way related to the Services, the Content (including websites linked to the Services and the content, goods and/or services provided thereon), or your use of or access to the Services, including without limitation loss or injury based on errors, omissions, interruptions or other inaccuracies in the Services, any decisions made or actions taken by you in reliance upon the information within or content of the Services. We shall not be liable for your inability to use or access the Services, or any Content or other materials contained therein, for any computer virus relayed through the Services, for any delay or malfunction of the Services, or for any other claim arising out of your use of the Services, whether based on contract, tort, negligence, strict liability or otherwise, even if SnowGlobe has been advised of the possibility of such damages.

THE SERVICES AND ALL CONTENT, PRODUCTS AND SERVICES CONTAINED ON OR AVAILABLE THROUGH THE SERVICES, AND ALL LINKS OR OTHER ITEMS RELATED THERETO, ARE TRANSMITTED AND DISTRIBUTED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THAT THE SERVICES, ITS FEATURES AND FUNCTIONS, WILL BE AVAILABLE FOR USE OR WORK AS DESCRIBED. THERE ARE NO WARRANTIES WITH RESPECT TO THE SERVICES, THE CONTENT, PRODUCTS AND MATERIALS CONTAINED HEREON INCLUDING BUT NOT LIMITED TO NO WARRANTIES REGARDING TITLE, SECURITY, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. ALL INFORMATION CONTAINED WITHIN THE SERVICES IS SUBJECT TO AMENDMENT, REVISION OR UPDATING WITHOUT NOTICE AT ANY TIME. SNOWGLOBE DOES NOT PROMISE THAT THE SERVICES, OR ANY PORTION THEREOF, WILL BE ERROR-FREE OR UNINTERRUPTED OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE SERVICES WILL PROVIDE SPECIFIC RESULTS. SNOWGLOBE DOES NOT ENSURE THAT THE SERVICES WILL BE FREE OF VIRUSES OR OTHER DESTRUCTIVE

FEATURES. SNOWGLOBE MAKES NO REPRESENTATIONS ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF THE CONTENT ON THE SERVICES OR ANY LINKED SITES. WE ARE NOT RESPONSIBLE FOR DAMAGE OR LOSS CAUSED BY ERRORS OF THE SERVICES, CONTENT ON THE SERVICES, LINKED SITES OR THE INTERNET. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE SERVICES AND ANY LINKED SITES. YOUR SOLE REMEDY AGAINST SNOWGLOBE FOR DISSATISFACTION WITH THE SERVICES IS TO STOP USING THE SERVICES.

UNDER NO CIRCUMSTANCES, WILL SNOWGLOBE BE LIABLE TO YOU OR TO ANY PERSON OR ENTITY CLAIMING THROUGH YOU FOR ANY LOSS, INJURY, LIABILITY OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS TO, USE OF, INABILITY TO USE, OR RELIANCE ON ANY OF OUR SERVICES OR ANY CONTENT, PRODUCT OR SERVICE PROVIDED TO YOU THROUGH OR IN CONNECTION WITH ANY OF OUR SERVICES. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL LOSSES AND DAMAGES OF ANY KIND WHATSOEVER, WHETHER DIRECT OR INDIRECT, GENERAL, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, LOSS OF DATA, GOODWILL, REVENUE OR PROFITS. THIS LIMITATION OF LIABILITY APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER BASIS; EVEN IF SNOWGLOBE HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES; AND WITHOUT REGARD TO THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES. IF ANY PART OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID, ILLEGAL OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF SNOWGLOBE UNDER SUCH CIRCUMSTANCES TO YOU OR ANY PERSON OR ENTITY CLAIMING THROUGH YOU FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED WILL NOT EXCEED ONE HUNDRED U.S. DOLLARS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

You acknowledge that you may have or may in the future have claims against us which you do not know or suspect to exist in your favor when you agreed to these Terms and which if known, might materially affect your consent to these Terms. You expressly waive all rights you may have under Section 1532 of the California Civil Code, which states:

A GENERAL RELEASE DOES NOT EXTEND THE CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

No communications of any kind between you and us or our representatives shall constitute a waiver of any limitations of liability hereunder or create any additional warranty not expressly stated in these Terms.

Certain jurisdictions prohibit the limitation of liability for certain types of damages, and accordingly, such limitations may not apply to you. In such jurisdictions, SnowGlobe's liability is limited to the greatest extent allowable under applicable law.

16. INDEMNIFICATION

You agree to indemnify, defend and hold harmless SnowGlobe, its parent, subsidiary and affiliated entities, and each of their respective owners, officers, directors, employees and agents from and against any and all claims, demands, losses, liabilities, damages, costs and expenses (including but not limited to attorneys' fees and costs) arising from or in connection with: (i) your

use of the Services; or (ii) any violation by you of these Term or your violation of any law, regulation or third-party right. You agree that your representations and warranties, and your obligation to indemnify SnowGlobe, shall survive beyond any term that these Term are in effect.

17. GOVERNING LAW

These Terms are governed by, and will be construed under, the laws of the United States of America and specifically by the laws of the state of California.

18. DISPUTE RESOLUTION

Subject to the below, any dispute, claim or controversy arising out of or relating in any way to the Services shall be determined by mandatory binding arbitration. You and SnowGlobe are each waiving your right to a trial by jury and the right to participate in a class or multiparty action.

Any claims seeking to enforce, protect or determine the validity or ownership of any intellectual property rights and any claims related to allegations of theft, piracy or unauthorized use of the Services are NOT subject to mandatory arbitration. At SnowGlobe's option, these claims may be subject to the exclusive jurisdiction of the state and federal courts located in Los Angeles, California and you agree to submit to personal jurisdiction and venue of such courts.

Any arbitration must be commence by filing a demand for arbitration within one (1) year after the date the party asserting the claim first knows or reasonably should know of the act, omission or default giving rise to the claim. There shall be no right to any remedy for any claim not asserted within the one (1) year time period.

19. CUSTOMER SERVICE AND COMMUNICATIONS

When you visit and/or use the Services or send e-mails to us, you are communicating with us electronically, and you consent to receive communications from us electronically. You agree that all communications (including, but not limited to all notices, agreements and disclosures) provided to you electronically by SnowGlobe satisfy any legal requirement that such communication be in writing. If you receive marketing e-mails from SnowGlobe and wish to opt out, you may send an e-mail to us at sghq@snowglobemusicfestival.com or follow the opt-out procedures set forth in such marketing e-mails.

If you have any questions or comments concerning the Services or any of the policies set forth in these Terms, please contact us at sghq@snowglobemusicfesetival.com We welcome your comments and feedback. All communications and comments submitted to us by e-mail, through the Services are non-confidential.

All comments, feedback, suggestions, ideas, and other submissions that you disclose, submit or offer to us in connection with your use of the Services, such as your suggestions regarding improvements that we make to the Services (collectively, "*Comments*") will become our exclusive property. Such disclosure, submission or offer of any Comments shall constitute an assignment to us of all worldwide right, title and interest in all patent, copyright, trademark, and all other intellectual property and other rights whatsoever in and to the Comments and a waiver of any claim based on moral rights, unfair competition, breach of implied contract, breach of confidentiality, and any other legal theory relating to submissions. Thus, we will own exclusively all such right, title and interest and shall not be limited in any way in the use, commercial or otherwise, of any Comments. You should not submit any Comments to us if you do not wish to assign such rights to us. We are and will be under no obligation: (a) to maintain any Comments in confidence; (b) to pay to you or any third party any compensation for any Comments; or (c) to

respond to any Comments. You are and shall remain solely responsible for the content of any Comments you make. By sending us Comments or any other content, you warrant and represent that you own the rights to such or are otherwise authorized to distribute, display, perform, transmit, or otherwise distribute such Comments and content and grant us the right to do the same. You hereby irrevocably waive any claims based on moral rights and similar theories, if any.

20. DMCA TAKE DOWN PROCEDURE

It is our policy to block or remove any materials on the Services, and/or made available on or through the Services that we believe in good faith infringes the intellectual property rights of others.

If you are a copyright owner who believes that your rights have been violated by any materials, content or information on or made available through the Services, please send a notice containing the following information to the Designated Agent listed below:

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- (ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online Services are covered by a single notification, a representative list of such works on the Services.
- (iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit SnowGlobe to locate the material.
- (iv) Information reasonably sufficient to permit SnowGlobe to contact the you, such as an address, telephone number, and, if available, an electronic mail address at which the you may be contacted.
- (v) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- (vi) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Upon notification, we will remove or disable access to the infringing material and notify the content provider that it has removed or disabled access to the material.

If the content provider believes in good faith that the material that was removed is either not infringing, or that it has the right to post and use such material from the copyright owner or pursuant to the law, the user must send a counter-notification containing the following information to the Designated Agent listed below:

- (i) A physical or electronic signature of the content provider;
- (ii) Identification of the material that has been removed or to which access to has been disabled and the location at which the material appeared before it was removed or disabled;
- (iii) A statement that the content provider has a good faith belief that the material was removed or disabled as a result of mistake or a misidentification of the material; and
- (iv) The content provider's name, address, telephone number, and, if available, e-mail address and a statement that such person or entity consents to the jurisdiction of the Federal Court for the judicial district in which the user's address is located, or if the user's address is located outside the United States, for any judicial district in which

SnowGlobe is located, and that such person or entity will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notification is received by the Designated Agent, we may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed material or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, the removed material may be replaced or access to it restored in 14 business days or more after receipt of the counter-notice, solely at our discretion.

It is our policy to terminate repeat infringement offender's access to the Services, and we reserve the right to do so.

Please contact our Designated Agent at the following address:

2414 4th Avenue

Los Angeles, CA 90018

or email sghq@snowglobemusicfestival.com

21. MICELLANEOUS

You agree that no joint venture, partnership, employment, or agency relationship exists between you and SnowGlobe as a result of the Terms or your use of the Services. We may assign the Terms, in whole or in part, to any person or entity at any time with or without your consent. You may not assign the Terms without our prior written consent, and any unauthorized assignment by you shall be null and void. If any of the provisions of the Terms is found to be invalid or unenforceable, then that provision will be construed in a manner consistent with applicable laws to reflect, as nearly as possible, the original intentions of the parties, and the remaining provisions shall remain in full force and effect. Our failure to enforce any provision of the Terms shall in no way be construed to be a present or future waiver of such provision, nor in any way affect the right of any party to enforce each and every such provision thereafter. The express waiver by us of any provision, condition or requirement of the Terms shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Any offer for the Services, or any portion thereof, if void where prohibited. Access to and use of the Services is subject to all applicable laws and regulations. To the extent that access, or use of the Services would be deemed illegal by governing law, such access or use is prohibited. You hereby agree that we would be irreparably damaged if the terms of the Terms were not specifically enforced, and therefore you agree that we shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches of the Terms, in addition to such other remedies as we may otherwise have available to us under applicable laws. These Terms constitute the entire agreement between the parties and supersedes all previous written or oral agreements between the parties with respect to such subject matter.

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