

TERMS AND CONDITIONS – MAZATLAN JAZZ FESTIVAL, LLC

PARTIES TO THIS AGREEMENT

This Agreement is between you (“You” or “you”), on the one hand, and Mazatlan Jazz Festival, LLC (“company” or “Event”) on the other hand, where the Event is taking place on the advertised dates (“Event Date”) and location (“Resort” or “Hotel”) that you have purchased. You expressly acknowledge and agree that: (a) you are purchasing a ticket/package for this Event with the Company, and no other third parties, third party seller of travel and marketing agent for the Event only, who serves as the ticketing agent for the Company; (c) No other party, entity or person is liable to you for any and all claims arising from or related to the Event in any manner whatsoever.

Your decision to pay an Event ticket/package constitutes your acknowledgement of and consent to all terms and conditions below, including the limitations of liability presented herein. Any disputes and claims whatsoever related to, or involving the Company/Event shall be governed by California law and venue for any litigation shall be in Los Angeles County, California.

Any purchase of tickets (including wristbands, the “Ticket(s)”) for the Mazatlan Jazz Festival (the “Festival”) constitutes the irrevocable acceptance of, and the agreement to be bound by, all of the terms and conditions contained herein, by you as either the purchaser, custodian or bearer of the Ticket(s) (hereinafter referred to as “You” or “Your”). You further acknowledge and agree that Event may, from time to time, modify, add, remove, supplement, amend, update or otherwise revise any or all of the terms and conditions contained herein from time to time, without advanced, direct or individual notification to you (collectively “Revise or Revision(s)”) and which Revisions shall, at the sole and absolute option of Event, relate back to

the date of purchase. Event shall have the right to periodically Revise all or some of the terms or conditions specified herein by posting such Revisions on the Festival's website located at www.Mazatlanjazzfestival.com (the "Site"). If you do not agree to be bound by these terms and conditions, do not purchase Tickets/Packages.

REVOCABLE LICENSE

Your ticket shall at all times be deemed a revocable license issued by the Festival as the licensor hereunder or its respective designee(s) (Event and sometimes also referred to as "we," "our" or "us") for the sole purpose of accessing the venue which the Festival is scheduled to occur (the "Venue") and for attending the Festival (the "License"). The License may, at the sole and absolute option of Event be revoked at any time by Event Staff with or without additional notification to You, which includes denying You access to the Venue upon or due to any violation, or suspected violation of any or all of these terms and conditions or for any violation or suspected violation of any or all of these terms and conditions or for any violation or suspected violation of any applicable laws, policies, rules or regulations, as determined by Event.

PAYMENT TERMS

You have a choice of payment options:

- 1) Pay the full balance at time of booking with a credit card;
- 2) Selected authorized payment company that offers you a payment plan (over time), that pays the Festival immediately at the time of initial booking.

FINANCIAL RESPONSIBILITY

The guest that places the reservation is considered the “lead guest” and is the “owner” of the reservation. The lead guest must agree and initiate any changes in the reservation. The lead guest will be responsible for receiving all communications, and making sure all payments are made by financially responsible guests in a timely manner. Be advised that once you purchase a package (“ticket”) the terms of this agreement will apply.

LOST STOLEN OR DESTROYED TICKETS/PACKAGES

Event, its processors and agents assume no legal, financial or other liability whatsoever for any lost, stolen, destroyed or mislaid Tickets. Following the delivery of Your Tickets, You assume 100% risk of loss relating to the Tickets, including any risks of loss associated with lost, stolen, mislaid or destroyed Tickets.

ARTIST LINEUP

The Artist Lineup is subject to change without notice. You acknowledged that regardless of any change in lineup, the terms of this agreement remain in full effect and you will not be entitled to any refunds if you wish to cancel your reservation.

FESTIVAL CANCELLATION BY MAZATLAN JAZZ FESTIVAL, LLC

Upon the occurrence of a Festival cancellation by MAZATLAN JAZZ FESTIVAL, LLC, the producers shall have the option to either: (a) elect to issue a refund to the Ticket purchaser of record in an amount equivalent to the face value of Tickets only (or a pro-rata portion thereof, in

the Festival of a partial cancellation) or (b) reschedule the Festival for a future date within the 12-month period immediately following the Festival cancellation by Mazatlan Jazz Festival, LLC. In cases of the rescheduling the cancelled Festival for a future date, You shall not be entitled to refund. Purchasing Tickets pursuant to these terms and conditions subjects You to a high degree of risk relative to possible Festival cancellations. If you do not agree with ANY OF the terms and conditions AS set forth in this Paragraph OR AGREEMENT, or if you do not agree with, or agree to assume the allocation of risk TO YOU AS SET FORTH HEREUNDER, do not purchase Tickets.

FORCE MAJEURE EVENTS

Upon the occurrence of a Festival Cancellation due to reasons other than by as specified in this Agreement, including but not limited to events outside of the Festival's control, acts of God, riots, wars, insurrection of military power, civil rebellion, production delays, strikes, hurricanes, tropical storms, earthquakes, floods, natural disasters or inclement weather (regardless of severity), Festival shall, at its sole and absolute option: (a) have the right, but not the obligation, to issue You a refund (including partial refunds on terms specified or contemplated in Paragraph 8 above) or shall at its option, (b) elect to postpone the Festival or (c) cancel the Festival without further legal or financial obligation or liability to you, including the obligation to issue You a refund or to reschedule the Festival. Purchasing Tickets pursuant to these terms and conditions subjects You to a high degree of risk relative to possible Festival cancellations. If you do not agree with ANY OF the terms and conditions AS set forth in this Paragraph OR AGREEMENT, or if you do not agree with, or agree to assume the allocation of risk TO YOU AS SET FORTH HEREUNDER, do not purchase Tickets. If Event elects to issue

a refund, the Ticket purchaser of record shall be refunded in an amount equivalent to the face value of Ticket(s) only. If Event elects to reschedule the Festival for a future date, You may not be entitled to a refund. Under no circumstances shall You be entitled to a refund of any shipping, handling or other processing fees.

NOTIFICATION OF FESTIVAL CANCELLATION OR POSTPONEMENT

If the Festival is cancelled or postponed, whether in whole or in part, or if the Venue is closed, Event shall post a notification on the Site relating to such cancellation or postponement.

ALL TICKET SALES ARE FINAL, THERE SHALL BE NO TICKET REFUNDS AND/OR TICKET EXCHANGES

This Festival is a “Rain or Shine” Festival. Unless otherwise specified herein to the contrary, there shall be NO refunds or exchanges relative to Ticket purchases. If you do not agree with these terms and conditions set forth in this Paragraph or as otherwise set forth in this Agreement, do not purchase Tickets.

FESTIVAL HAZARDS

You assume all risks of personal injuries relating to Your attendance of the Festival including, but not limited to, hearing loss, seizures and other health conditions incidental, relating to or arising from extremely loud music and sounds. Strobe, hydro, pyrotechnic, animatronic lighting and other special effects, such as flashing lights, rapidly changing or alternating images, the presence of fog, haze or smoke with theatrical stage lighting, laser

projections and fireworks during the Festival and whether such injuries occur subsequent to the Festival.

INDEMNIFICATION

In exchange for additional consideration, the receipt and sufficiency of which is acknowledged herein by You and Event, You agree to defend, covenant not to sue, indemnify, save and hold harmless and forever release, Event, and all their respective subsidiaries, affiliates, officers, directors, principals, members, employees, authorized agents, predecessors, assigns, successors, licensees and designees (collectively the "Indemnities") from any and all injuries (whether personal injuries, property damage or otherwise), demands, suits, and/or claims relating in any way to the Festival, to the maximum extent permitted by applicable law.

ASSIGNMENT

Event shall, at all times, have the right to assign or delegate any or all of its rights, title and interests or duties hereunder without notification to, or consent by, You.

INTEGRATION CLAUSE

You agree that the terms and conditions contained herein, and as amended from time to time by Event, represent the entire agreement between You and Mazatlan Jazz Festival, LLC, with respect to its subject matter hereof, and shall supersede and replace all prior contemporaneous understandings, communications, and agreements, written or oral, regarding such subject matter.

CHARGEBACK DISPUTES

In light of Your Agreement to all the terms and conditions contained herein, including that “there shall be NO refunds or exchanges relative to Ticket purchases” as set forth previously. You further agree, in conformity therewith that, in no event shall you commence a chargeback dispute with Your credit or debit card relative to the Tickets or services purchased hereunder or regarding any amounts forfeited hereunder any or similar charge reversal. You further agree that Event shall not have a legal obligation to mitigate any of its potential or actual losses sustained hereunder.

TRAVEL MATTERS AND DOCUMENTS

ALL GUESTS ARE REQUIRED TO HAVE A VALID PASSPORT – NO EXCEPTIONS. You will be traveling outside of the country of this event and it is **MANDATORY** that you have a valid passport (unless you live in the country where the Event is taking place).

The U.S. State Department has enacted the “Western Hemisphere Travel Initiative.” U.S. and Canadian citizens will be required to carry a valid Passport for travel. For complete details, read this Article on the US Department of State’s web page. Also note that the U.S. State Department may change their policies from time to time and Company cannot be liable for such changes or how those changes may impact your ability to attend the Event.

You are responsible for obtaining all travel documents as well as complying with Customs and Immigration or any other governmental requirements. You will be required to

comply with any and all security measures imposed by governments, which are subject to change. Your failure to possess the required travel documents may prevent you from being able to travel; in such event, no refunds shall be provided to you.

HEALTH CONSIDERATIONS/PREGNANCY POLICY

Persons who have a physical or mental disability or a medical condition must report them to the Company IN WRITING VIA EMAIL AT THE TIME THE RESERVATION IS MADE or at the time the medical condition is discovered, whichever comes first. Failure to provide such information to the Company could lead to cancellation of your reservation with you incurring the appropriate cancellation penalty if sufficient time is NOT provided to make adequate determination of medical condition or requirements. **The Company reserves the right to revoke or refuse passage to anyone who may require treatment, care or attention beyond that which the resort can provide.** Guests who require special dietary needs or who have other special needs must notify the Event in writing via email at the time of booking or at least 60 days prior to the Event.

REFUSAL OF ENTRY/TERMINATION OF TRIP OR EVENT

Event acts only as sales and marketing agents for the purpose of booking travel arrangements at the Resort for the Event. The Company expressly disclaim any responsibility for personal injury, property damage, loss, delay, inconvenience, or other matters due to negligence, wrongful acts, errors or omissions on the part of any third party, or any supplier of services of goods or of agents selected by you or your travel agent. This includes, but is not limited to stays at the resort during the Event nights as well as pre and post nights added to

reservations for the Event. The Event may, in its sole and exclusive discretion, require any person to withdraw from the event if it is deemed that your actions or conduct is offensive, disorderly and/or a nuisance, and in such event the Company shall have no liability you as a consequence of the early or other termination of your trip and/or event, or be required to pay you any refund.

AGE MINIMUM

Guests must be 18 years or older to be admitted to the event, unless accompanied by an adult.

CHANGES TO RESERVATIONS

NAME CHANGES

Complimentary name changes will be accepted until 60 days prior to the event for all but the lead guest. All name additions and changes starting within 30 days prior to the event will be subject to the name change fee of \$75.00 per person. 7 days prior to the event will be the LAST DAY to submit name changes.

UPGRADES OR DOWNGRADES

Upgrading your room or seating category is permitted at any time prior to the Event while supplies last.

SERVICE FEES

Each Event has per person Service Fees which are applied and added to the order at the time of booking and subject to every guest attending the Event. Service fees are separate from Payment Plan fees, late fees, or reinstatement fees.

LATE CHECK OUT FEES

Each Event has specific check-in and check-out times from the hotel room. In the event you remain in your guestroom past the check-out time, the company has the right in its sole and exclusive jurisdiction to charge your credit card or debit card for late checkout.

ALL TICKET SALES ARE FINAL, THERE SHALL BE NO TICKET REFUNDS

AND/OR TICKET EXCHANGES

This Festival is a "Rain or Shine" Festival. Unless otherwise specified herein to the contrary, there shall be NO refunds or exchanges relative to Ticket purchases. If you do not agree with these terms and conditions set forth in this Paragraph or as otherwise set forth in this Agreement, do not purchase Tickets.

ASSUMPTION OF RISKS

You assume any and all risks, whether expressly set forth herein, as well as, any other risks and dangers incidental or in any way relating to your presence during the Festival, including any risks that occur prior, during or after the Festival or any risks that are not foreseeable, such as, any and all risks arising from or relating to the acts or omissions of others (including Artists, Festival attendees, the Venue owners or operators and its staff, employees and

agents, or the Festival organizer, its affiliates, subsidiaries, officers, directors, employees, members, partners, agents or designees).

CHARGEBACK DISPUTES

In light of Your Agreement to all the terms and conditions contained herein, including that “there shall be NO refunds or exchanges relative to Ticket purchases” as set forth previously. You further agree, in conformity therewith that, in no event shall you commence a chargeback dispute with Your credit or debit card relative to the Tickets or services purchased hereunder or regarding any amounts forfeited hereunder any or similar charge reversal. You further agree that Event shall not have a legal obligation to mitigate any of its potential or actual losses sustained hereunder.

ARBITRATION OF DISPUTES

Notwithstanding anything contained herein to the contrary, You agree that any disputes arising from or relating to Your purchase of Tickets hereunder or any related transaction relating to the use of the Site or its services or any relationship or dispute between You and Event or You and any company or person employed by or which is affiliated with either Event, this Agreement and /or any policies or practices of any of the above-mentioned companies or persons (a “Dispute”) shall only be resolved subject to FINAL AND BINDING ARBITRATION as set forth in this section, and may only be resolved through an individual arbitration governed by the Federal Arbitration Act or by the applicable sections of California law to the maximum extent permitted by applicable law. THE PARTIES TO THIS AGREEMENT GIVE UP THEIR RESPECTIVE RIGHTS TO GO TO COURT in connection with any Dispute and that such

rights will be determined by a NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY, NO PARTY TO WHICH THIS AGREEMENT APPLIES SHALL BRING OR PARTICIPATE IN ANY CLASS ACTION OR OTHER CLASS PROCEEDING IN CONNECTION WITH ANY DISPUTE. No party bound by this Agreement agrees to class arbitration or any other arbitration proceedings where a person brings a Dispute as a representative of other persons. The parties shall participate in non-binding mediation before commencing any arbitration (or taking any action).

PERSONAL RESPONSIBILITY AND LIMITATION OF LIABILITY

Under these terms and conditions, liability by guests for damage to or theft of luggage, personal property, delay, circumstances at the resort or elsewhere is limited. In addition, your right to recover in a legal proceeding will be based upon the applicable law and forum stated in these Terms & Conditions. You will find at each resort, independent concessionaires. The Company accepts no responsibility whatsoever for the actions of these independent concessionaires and acts only as a third-party referring their services to you without further liability.

It is understood and acknowledged that the company is an outside, independent entity and does not own, retain, or have any control over Resort. In consideration of participating and attending the Event, you voluntarily assume all risks while at the Event and at Resort, and release the Company of and from any and all liability, actions, causes of action, suits, injury or death, loss or damage of property, claims, attorney's fees and demands whatsoever that may be sustained by you at the Event. This release shall be binding upon you, and your heirs, next of kin, executors and personal representatives.

The Company cannot be held responsible for changes at the Resort that vary from what is noted on the Event website, and/or in the reservation system at the time of purchase or anytime leading up to the Event or during the Event. Resort is operated under the direction of its Management and affiliates and may change their offerings at their own discretion and retains the right to do so. Some regular resort offerings may vary during the event. The Company will do their best to please guests of the Event but does not control the actions of the Resort and acts only as a third party hosting an Event on their property. Any issues arising between guests and the Resort pertaining to resort matters, including but not limited to those issues related to food and beverage, rooms, check in, check out, amenities, hotel grounds, etc., shall be taken up with the resort directly, and while the Company may assist on your behalf if applicable, ultimately the Company cannot be held responsible for actions, incidents, policies, or procedures that are employed by the Resort.

Your decision to purchase a room/ticket and pay a deposit for Event constitutes your acknowledgement of and consent to all of the terms and conditions related to this purchase.

GROUND TRANSPORTATION

Certain packages include Ground Transportation in the price and is provided by a third-party vendor. The Company also does offer to sell you upgraded ground transportation on behalf of its third-party vendor at an additional charge. You are responsible to provide your flight and traveler information no later than 15 days prior to the event. The ground transportation company is an independent contractor and the Company shall not be liable for services and facilities provided by independent contractors resulting in any loss, damage, injury, death, or illness nor cost of any delay or cancellation. Event acts only as sales and marketing agents for the purpose

of booking travel arrangements. Event and the Company expressly disclaims any responsibility for personal injury, property damage, loss, delay, inconvenience, or other matters due to negligence, wrongful acts, errors or omissions on the part of any third party, or any supplier of services of goods or of agents selected by you or your travel agent.

ADDITIONAL TERMS AND CONDITIONS

The Event reserves the right, at any time, to modify, change, postpone or abandon all or any part of the resort program in its sole and exclusive discretion. In this case, the Company will NOT be responsible for any loss or expense caused by reason of such changes, modifications or abandonment. Company shall not refund any of your purchase price or any other charges by guests who decide not to stay through the duration of the event or who are forced to check out early for any reason or cause whatsoever. Unforeseen illnesses, circumstances, and contingencies may arise causing a cancellation by a band or other talent booked for the Event. Under these circumstances, the Company reserves the right in its sole and exclusive discretion to alter or cancel the band(s) contracted for and/or advertised for this Event. You expressly acknowledge that certain resort offering may change or be cancelled and agree that Company shall not be held responsible for such occurrences made by the resort or the Event. Company reserves the right to change the itinerary, schedule, and/or lineup and change the venue or Resort and find a reasonable or suitable alternative in its sole discretion; and in such event(s) shall not be responsible and/or liable to you whatsoever including but not limited to, for any compensatory, nominal or consequential damages. In the event that this Event is cancelled because of a circumstance or occurrence outside the control of Company, including but not limited to force majeure events (such as acts of nature, fire, earthquake, government imposed

travel bans, terrorism, etc.), which cancellation shall be made in Company's sole and exclusive discretion, Company shall not be liable for any damages, including but not limited to compensatory, nominal or consequential damages.

Resort information and descriptions seen on the Event website and on other third-party websites (including, without limitation, photographs, videos, editorials, amenities, and property descriptions) are provided by the Resort, suppliers and service providers' This information is provided to serve as a general guideline and while we can direct you to such information as a reference, the Company does not guarantee its accuracy.

Resort and other third parties may require you to present a credit card or cash deposit upon check-in to cover incidentals and additional expenses incurred during your stay. Such deposit is unrelated to any payment received by Company for the Event or other transaction. You acknowledge that some third parties offering certain services and/or activities may require you to sign their liability waiver prior to participating in the service and/or activity they offer. You understand that any violation of any such third-party's rules and restrictions may result in cancellation of your reservation(s) for the Event, in your being denied access to the Event, in forfeiting any monies paid for such reservation(s), and/or in our debiting your account for any costs we incur as a result of such violation.

All third parties are independent contractors, vendors and not agents or employees of the Company. The Company is not liable for the acts, errors, omissions, representations, warranties, breaches or negligence any such third parties or for any personal injuries, death, property damage or other damages or expenses related therein.

A reservation/ticket to the Event is a revocable license. Company shall have no liability for overbooking done by the hotel. The company reserves the right, without refund of any

portion of the price paid or other compensation to you, to refuse admission or to eject any person from the Event, and/or withdraw or refuse to begin services or provide goods to any person, who fails to comply with Company's zero tolerance policy or is otherwise disorderly or conducting themselves in a way that is in violation of the rules of an applicable third party (resort, hotel, DMC, tour operator, supplier, excursions company, ground transportation provider, etc.) and/or applicable local, state or federal law or ordinance, in whole or in part, or whose conduct is deemed by Company or the applicable third party as illegal, disorderly, vulgar, abusive, threatening, aggressive, or out of compliance with this policy or the applicable third party's terms, conditions, rules or policies, in whole or in part or whose conduct is deemed by Company or the applicable third party as illegal, disorderly, vulgar, abusive, threatening, aggressive, or out of compliance with the applicable third party's terms, conditions, rules or policies.

YOUR REPRESENTATIONS AND WARRANTIES TO COMPANY

Without limiting anything set forth in this Agreement, you hereby represent and warrant that (a) you will not violate any applicable laws, ordinances and/or regulations at or in connection with the Event and/or activities corresponding to your transactions with Company and/or via the ticketing website; (b) you are of sufficient legal age and authority to enter into any transaction with Company and/or via the ticketing Website, to attend the Event, and to create legal binding obligations for any liability you may incur as a result of entering into this agreement; (c) you are the authorized user of the credit or debit card used to enter into any transaction with Company and/or via the ticketing website; (d) you shall at all times be in compliance with any and all terms, conditions, policies and rules set forth by Company and/or any applicable third party; (e) you have obtained any and all passports, visas, health information

and/or other permission necessary in connection with your transaction with Company and/or via the ticketing website; and (f) you will not attempt to charge back your purchase with your bank or credit card company. Any attempt by you to charge back any or part of the purchase prior or other charge incurred in connection with the Event, shall allow Company to (a) cancel your reservation for the then-current or any future Events, or (b) refuse to accept any reservation for any upcoming Event(s).

PHOTOGRAPHY/VIDEO RELEASE

Video or audio recording, filming, or photographs may occur at the Event which may be owned, licensed, assigned, or distributed nationwide and worldwide by the Resort, the Company, their affiliates or assignees. By acknowledging these Terms & Conditions at the time of booking a reservation for the Event, you acknowledge, and agree that the Company, the Resort, and their affiliates and assignees, are granted and authorized to use your likeness and/or appearance on any film, video, or other media or video format now known or hereinafter developed, in any manner whatsoever. Other than in connection with the Event, the Company, and/or the Resort, no such picture or footage including your image shall be used in a manner that directly implies your sponsorship or support of any product, service, company, or political cause. You will not receive any compensation for any such use, and waive any right to bring any action in law or equity against the Company, the Resort, their affiliates or assignees arising from the use of your image or likeness.

PHOTOGRAPHY AND VIDEO POLICY

Video recording is strictly prohibited at the Event. No professional photography equipment may be used unless approved in advance and in writing by the Company. Small

handheld cameras without interchangeable lenses are acceptable for personal use only. DSLR's (Digital Single Lens Reflex Cameras) are not allowed for guest use at the event. Commercial use of photography and video is strictly prohibited.

GOVERNING LAW/JURISDICTION/ATTORNEYS' FEES AND COSTS

This agreement is governed by the laws of the State of California. Any action or proceeding, involving the parties and arising out of this agreement shall be brought and maintained only in the state or federal courts located in Los Angeles County, California. The prevailing party in any such action or proceeding shall be entitled to the recovery of reasonable attorney's fees and costs incurred in connection therewith.

ASSUMPTION OF RISK

I acknowledge and understand the following:

- a. Participation/attendance includes possible exposure to and illness from infectious diseases including but not limited to Covid. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist;
- b. I knowingly and freely assume all such risks related to illness and infectious diseases, such as Covid, even if arising from the negligence or fault of the Released Parties; and
- c. I hereby knowingly assume the risk of injury, harm and loss associated with the Event and related activities, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of the Company.

Thank you and congratulations for completely reading the Event Terms and Conditions.

We look forward to seeing you at the most sophisticated jazz event of the year.