

## **RedPeg Marketing, Inc. Terms of Use**

RedPeg Marketing, Inc. (“RedPeg”) is the Producer of the Safari Zone in Montreal Canada from September 20th – 22nd, 2019. ALL ticket holders attending the event agree to abide by the Terms of Use. By attending the event you are agreeing to be bound to them. If you don’t agree to RedPeg Marketing, Inc. terms of use, you may not use the Services.

### **Ticket Eligibility and Purchasing:**

Tickets purchased are subject to a per ticket service fee and per order processing fees.

All Minors must be accompanied by an adult who is also a ticket holder. Minors who do not have a ticketed chaperone will not be allowed to participate.

To ensure a great experience for Safari Zone attendees You are limited to purchasing up to four tickets for one day of the three day event. Those who attempt to purchase more than the allotted number of tickets for multiple days will have their access to the Safari Zone rescinded immediately.

Ticket holders who attempt to sell tickets, attend multiple days or purchase more than four tickets will be in violation of the Terms of Use. If you use any password or code to participate in the event and you did not receive the password or code from us then your access will be rescinded immediately.

If we are unable to verify or authenticate any information or tickets you provide during any registration, authentication, or delivery process, or if we are no longer able to verify or authorize your credit card or payment information, your tickets may be cancelled. We reserve the right to cancel any or all orders and tickets, in addition to prohibiting your ticket purchase abilities, without notice to you. Any tickets, cancelled due to violating the posted ticket limit, will be refunded at face value (excluding fees).

### **Personal Data:**

By attending the Safari Zone Montreal event you acknowledge that we will use your data to provide event features (both in person and online), including contacting you and giving you updates about the event, emailing you required materials (e.g., a unique access code), providing emergency or severe weather notifications, or access to gameplay competitions at the event.

**Recording, Transmission and Exhibition:**

The Safari Zone is a public event, your appearance and actions inside and outside the location 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 grant permission to us, our partners, licensees and assigns 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 for any purpose, 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.

**Event Cancellation:**

Occasionally, events are canceled. Should this occur, we will attempt to contact you to inform you of refund or exchange procedures for the event. For exact instructions please check the event information online.

Notwithstanding the foregoing, RedPeg may issue, at the Company's sole and absolute discretion, a partial or full refund of Your Ticket not including processing fees, by accounting for, among other considerations, the extent and nature of the cancellation.

The Safari Zone event is a RAIN or SHINE event. No refunds will be given due to inclement weather.

**Warranties:**

RedPeg gives no warranties in respect of any aspect of the event or any materials related thereto or offered at the Event and, to the fullest extent possible under the laws governing the Terms of Use disclaims all implied warranties, including but not limited to warranties of fitness for a particular purpose, accuracy, timeliness and merchantability. Neither RedPeg nor its affiliates can accept any responsibility or liability for reliance by you or any person on any aspect of the Event and/or any information provided at the Event. Other than to the extent required as a matter of law: (i) neither RedPeg nor its affiliates shall be liable for any direct, indirect, special, incidental, or consequential costs, damages or losses arising directly or indirectly from the Event or other aspect related thereto or in connection with the event. The maximum aggregate liability for any claim in any way connected with the event whether in contract, tort or otherwise (including any negligent act or omission) shall be limited to the ticket price paid by you to attend the event.

**Limitation of Liability:**

By entering the event, you assume any and all risk and/or danger, known and unknown, foreseeable and unforeseeable, resulting from, or incidental to, the event, whether occurring prior to, during, or subsequent to, the event, including, but not limited to, any death, personal injury or loss, damage or liability whatsoever. You understand that Your use of Your Ticket is contingent upon your voluntary assumption of the risk and danger that may result from, or be incidental to, your presence at the Event, whether occurring prior to, during or after the event, including, but not limited to, any actions or omissions

of RedPeg its partners or other entities contracted by RedPeg to provide services at the event.

**Disputes, Including Mandatory Arbitration and Class Action Waiver:**

All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the Commonwealth of Virginia, USA or another location mutually agreeable to the parties rather than in court, with the following exceptions:

This arbitration agreement is intended to be broadly interpreted, and will survive termination of these Terms. The arbitrator, and not any court or agency, shall have exclusive authority to the extent permitted by law to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement, including, but not limited to any claim that all or any part of this Agreement is void or voidable. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow these Terms as a court would.