TICKETING & PRIVACY POLICY

PLEASE READ THIS AGREEMENT CAREFULLY AND IN ITS ENTIRETY. THIS AGREEMENT, WHICH IS A LEGALLY BINDING DOCUMENT, INCLUDES, AMONG ITS OTHER TERMS, RESTRICTIONS, LIMITATIONS AND CONDITIONS (INCLUDING LIMITATIONS ON LIABILITY), ASSUMPTIONS OF RISK, A NO REFUND POLICY (AND OTHER RELATED RESTRICTIONS), AND WAIVERS OF IMPORTANT LEGAL RIGHTS. BY ENTERING INTO THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU ARE FREELY AND VOLUNTARILY GIVING UP IMPORTANT LEGAL RIGHTS.

Any purchase or possession of tickets (including wristbands and credentials, collectively, the "Ticket(s)") for The Taste Of The Springs presented by GFWC Miami Springs Woman's Club ("Event") constitutes the irrevocable acceptance of, and agreement to be bound by all of the terms and conditions contained herein, by ticketholder as either the purchaser, custodian or bearer of the Ticket(s) (hereinafter referred to as "Holder", and/or "You"). Holder further acknowledges and agrees that the Event may, from time to time, modify, add, remove, supplement, amend, update, or otherwise revise any or all of the terms and conditions contained in this agreement without advanced, direct, or individual notification to you and such revisions shall, at the sole and absolute option of the Event, relate back to the date of purchase. Please check back periodically for changes. IF YOU DO NOT AGREE WITH ANY OF THE TERMS, WAIVERS, LIMITATIONS, RESTRICTIONS, MANDATES AND/OR OTHER CONDITIONS SET FORTH IN THIS AGREEMENT, OR IF YOU DO NOT AGREE WITH, OR IF YOU DO NOT AGREE TO ASSUME, THE RISK(S) TO YOU AS SET FORTH IN THIS AGREEMENT, DO NOT PURCHASE A TICKET, DO NO UTILIZE THE SERVICES BEING OFFERED BY US, DO ENTER OR ATTEND THE EVENT AND/OR DO ENTER INTO OR ASSENT TO THE TERMS OF THIS AGREEMENT.

EVENT ORGANIZERS

The Event is hosted by The GFWC Miami Springs Woman's Club ("MSWC"). MSWC is a 501(c)(3) educational and charitable organization comprised of volunteer members. This is a fundraising event to support MSWC charities and initiatives. All ticket purchases, t-shirt sales, and sponsorships will benefit MSWC.

AGE REQUIREMENTS

This is a Family Event, and the age limit does not apply to enter. Alcohol will be served at this Event, and a valid government-issued photo identification of the Holder ("ID") and those in the Holder's party must be presented at the Event or other points of check-in to gain entry and to mark those age 21 and over. Holder agrees that the information provided on the ID presented by Holder is valid, true, and correct and relates to Holder. Failure to comply with the age requirements hereunder constitutes a material breach of this Agreement by Holder.

ALL SALES FINAL; NO REFUNDS, NO EXCHANGES, NO REPLACEMENTS; RESALE RESTRICTIONS

All Events, prices, performances, venues, dates, and times are subject to change without notice. ALL SALES ARE FINAL. THIS TICKET WILL NOT BE REPLACED, REFUNDED, OR EXCHANGED FOR ANY REASON WHATSOEVER.. Pursuant to s. <u>817.36</u>, Florida Statutes, this Ticket may not be resold for more than \$1 over the original admission price, nor may any resale occur on any property where an event is being held without the prior written consent of the Event Organizers.

ASSUMPTION OF ALL RISKS

1. Loss or Damage to Personal Property; Personal Injury. Holder hereby assumes any and all risks, whether or not expressly set forth in this agreement, as well as any risks or dangers incidental to, or in any way relating to, the Event, the purchase of Tickets hereunder or use of the Event site, including those arising from, or relating to, the acts or omissions of third parties (including Event attendees, Venue owners, operators, staff, employees or agents; or Event Organizers, its affiliates, subsidiaries, officers, directors, employees, members, partners, sponsors, agents or designees), including risk of loss or damage to Holder's personal property and risks of personal injury. Event Organizers and their respective indemnitees (as defined below), designees, successors, or assigns shall not be held responsible, legally, financially, or otherwise, (i) for any personal property that is left, lost, stolen, destroyed, confiscated, damaged or misplaced anywhere in the Event or at Event's access/entry points, or (ii) for personal injuries sustained by Holder in the Event, whether such injuries or manifestation of such injuries occur during or subsequent to the Event. You further acknowledge and agree that the Event Organizer shall have no

duty to mitigate any of Your potential or actual losses sustained hereunder.

- 2. Public Health. WHILE ATTENDING THE EVENT, YOU WILL BE EXPOSED TO MANY PEOPLE, AND AN INHERENT RISK OF EXPOSURE TO COMMUNICABLE DISEASES OR ILLNESSES EXISTS IN ANY PUBLIC PLACE WHERE PEOPLE ARE PRESENT. Each Holder voluntarily assumes all risks, hazards, and dangers incidental to the Event for which the Ticket is issued ("Event"), whether occurring prior to, during, or after the Event, including but not limited to those of communicable disease.
- 3. **Food Allergies:** The Holder is responsible for ensuring that the food and beverages they choose to consume are consistent with their food restrictions and preferences, and the Holder waives all claims against the Event, its organizers, the food providers, venue, and all associated parties responsible for organizing and participating in this Event arising out of their consumption of any and all food and beverages to which they may have an allergy or aversion.

INDEMNIFICATION

Holder shall defend, covenant not to sue, indemnify, and hold harmless and forever release and discharge Event Organizers (and Event Organizers' sponsors, Event Organizers' contractors, the third party Event operator, Event Venue, Food suppliers, and each of the foregoing's respective subsidiaries, affiliates, officials, officers, directors, principals, members, employees, volunteers, personnel, attorneys, authorized agents, predecessors, assigns, successors, licensees, insurers and designees (collectively "Indemnitees") from any and all third party claims, damages, judgments, losses, relating to, arising from or in connection with, Holder's negligent or wrongful acts. We reserve the right to take exclusive control and defense of any claim, and you will cooperate fully with us in asserting any available defenses.

INCLEMENT WEATHER/EVENT CHANGES/FORCE MAJEURE

Event Organizers shall have no responsibility, financial or otherwise, for Event and/or Event cancellation, delay, or interruption due to inclement weather if the Event is postponed or canceled by the Event Organizers due to public health and/or safety concerns or other acts beyond its control, including but not limited to Force Majeure events as defined herein, and will not refund Holder in such situations unless decided otherwise by the Event Organizers in their sole and absolute discretion as provided herein. Upon the occurrence of the Event cancellation due to reasons outlined herein, including but not limited to events outside the Event's reasonable control, acts of God, public health

emergencies (including, but not limited to, as a result of epidemics and pandemics); riots, wars, insurrection of military power, civil rebellion, production delays, strikes, hurricanes, tropical storms, earthquakes, floods, natural disasters or inclement weather (regardless of severity), any federal, state or local government law, order, or regulation, order of any court or jurisdiction, Event Organizers shall, at their sole and absolute discretion (a) have the right, but not the obligation, to issue a refund to Holders, OR shall at its sole and absolute discretion, (b) elect to postpone the Event (c) cancel the Event without further legal or financial obligation or liability to Holder, including the obligation to issue a refund or to reschedule the Event. Purchasing Tickets pursuant to these terms and conditions subjects the Holder to a high degree of risk relative to possible Event cancellations. If the Event Organizers elect to issue a refund, an amount equivalent to the face value of the Ticket (s) shall only be refunded to the payment method by which the purchase was originally made. Under no circumstances shall Holder be entitled to a refund of any shipping, handling or other processing fees.

DATA COLLECTION

In order to purchase a Ticket(s), Holder acknowledges and agrees that Holder may be required to provide personal information such as, but not limited to, name, email address, mailing address, zip code, telephone number, date of birth, financial information, age verification and/or country of residence (collectively, the "Personal Information"). Holder acknowledges and agrees that Event Organizers may COLLECT, STORE, AND USE the Personal Information for legitimate business purposes, such as, but not limited to, processing Holder's payment, fulfilling Holder's order, updating Holder with the order status, shipping and tracking information, responding to customer service requests, and providing updated information to Holder respecting the Event, among others. Additionally, as a condition to gain access to the Event and attend the Event, Holder of the Ticket hereby AFFIRMATIVELY, KNOWINGLY, AND VOLUNTARILY CONSENTS to Event Organizers collecting, storing, and otherwise utilizing the Holder's ID at the Event gates or other points of check-in for legitimate business purposes and in accordance with Event Organizer's privacy policy (link to policy at MSWomansClub.com (event page)), including Holder's photo, legal name, date of birth, sex, address of record, telephone number and any other personal information obtained from Holder's ID. If we decide to change our privacy policy, we will post those changes on this page.

RIGHT TO USE YOUR NAME, VOICE, IMAGE AND LIKENESS

By using this Ticket, Holder hereby grants Event Organizers and their affiliates and licensees the irrevocable, transferable, perpetual right and license to record (by photograph, film, tape, aural devices and any other method or device) the Holder's name, voice, image and likeness while at the Event (the "Recordings") and publish, print, display, or use such Recordings for any and all purposes, in any and all media now known or hereafter devised.

BAG POLICY

For everyone's safety, no backpacks are allowed into the Event. All bags and purses will be checked at the check-in point. The Event Organizers hold the right to ask anyone with a backpack to return it to their vehicle. If the attendee refuses, the Event Organizer has the right to refuse entry to the Event.

CODE OF CONDUCT

Holder acknowledges that the Event has additional rules and requirements; all of them are set forth in the Event's Code of Conduct, found at MSWomansclub.com (event page). All attendees (including ticket holders, sponsors, media, food and beverage participants, venue staff, and other participants) must abide by the aforementioned the Event's Code of Conduct at all times. Anyone found to be in violation of any of such terms will be asked to leave the Event immediately without a refund.

DRINKING POLICY

As responsible members of the community, Event organizers recognize the concern about drinking and driving, and their policy is to encourage responsible consumption of products at the Event. Attendees who consume alcoholic beverages must do so in a responsible manner. If Holder believes that their driving ability may be impaired or that Holder cannot safely operate a motor vehicle, please speak with an Event representative who will assist in securing transportation (at Holder's cost) to Holder's destination point. Due to the sheer number of Event attendees, neither the Event Organizers nor the representatives of the Event venue can ensure that all attendees who intend to drive are capable of driving. Accordingly, Holder agrees to release, indemnify, and hold harmless Organizer Representatives and the Event venue, as appropriate, from any liability related thereto.

WEAPONS-FREE POLICY

Possession of any dangerous article, including but not limited to firearms, destructive devices, explosives, slingshots, weapons, tear gas guns, electric weapons or devices, and fireworks, is expressly prohibited at the Event in accordance with Florida Statutes Section 790.115, except as provided by Florida law. Holder agrees that this policy is in force and agrees to comply with the policy, regardless of whether signs prohibiting weapons are posted on the Event premises.

NO PETS ALLOWED. ONLY SERVICE ANIMALS PERMITTED

Service animals are defined as dogs that are individually trained to do work or perform tasks for people with disabilities. For more information, please refer to the U.S. Department of Justice https://www.ada.gov/resources/service-animals-2010-requirements/.

MINOR PARTICIPATION

I agree on behalf of any minor for whom I am making payment that I, a parent, or another legal guardian has read and consented to these terms and conditions.

THANK YOUFOR YOUR COOPERATION

