

## 1. GENERAL INFORMATION

Government Issued I.D. and ticket must be presented at the door to gain entry into the event.

The holder of a valid ticket is admitted to the exhibit on the condition that the holder agrees, and by use of the ticket does so agree in favor of Pop Up in the Park, LLC, to the following terms and conditions. Any violation of these terms will entitle the Pop Up in the Park, LLC to, as applicable, seize or cancel the ticket, withdraw the license granted below, refuse admission and/or expel a ticket-holder, in each case without payment of any refund or other compensation.

The ticket is a personal, revocable license. Lost, stolen or destroyed tickets will not be honored. Tickets may not be resold or offered for resale by anyone without the permission of Pop Up In the Park, LLC and may not be resold at a price exceeding their face value at any time.

Tickets obtained from any source other than Pop Up in the Park, LLC, Universe, or their authorized agents may be lost, stolen or counterfeit tickets and may not be honored.

The license may be withdrawn and admission refused at any time upon refunding the printed purchase price, including in the event of cancellation of the performance.

The ticket-holder must ensure that the holder or others for whom the holder is responsible conduct themselves appropriately and in a manner which is not determined by Pop Up In the Park, LLC or its representatives to be objectionable or disturbing to other patrons.

The following items are restricted, may not be brought into the exhibition and may be confiscated by exhibition staff: illegal drugs, weapons of any kind, bottles, cans, food products purchased outside the venue. The ticket-holder consents to a reasonable examination of the holder's person and belongings to ensure compliance with these terms.

We encourage you to leave your valuable, large bags and other personal belongings at home. For the safety of our visitors and the collection, all bags entering or leaving the Exhibit, including purses, are subject to inspection.

Backpacks and duffel bags are not permitted into the exhibit. Patrons entering with such items will be subject to check their bag at bag check.

### Additional prohibited Items

The following items are not permitted in the Exhibition at any time:

- Backpacks and duffel bags
- Paints and aerosols
- Indelible markers
- Weapons of any type
- Outside beverages (including alcohol)
- Food of any type is not permitted in the Exhibit. Food and beverage services are available at the event
- Any item prohibited under the Criminal Code
- Any item deemed by Exhibit Security to be inappropriate

The ticket-holder grants to Pop Up In the Park, LLC a fully-paid, perpetual right to all photographs, video or audio recordings of the holder taken or made at the performance and the right to record, use, reproduce, broadcast, sell and distribute any photographs, video or audio recordings for any purpose.

The ticket-holder voluntarily assumes all risk and danger of personal injury and hazards arising from or related in any way to the performance, whether occurring prior to, during or after the event and releases Pop Up in the Park, LLC from all liability.

## 2. Waiver of Liability and Indemnity Related to COVID-19 Warning

Pop Up in the Park, LLC has taken enhanced health and safety measures—for you, other attendees, exhibitors, and staff. You must follow all posted instructions while POPUPITP - related events and activities. An inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. I acknowledge that participation in POPUPITP events and activities brings some risk and I do hereby assume responsibility for my own well-being. I will follow all Centers for Disease Control and Prevention (CDC) guidance, and all posted instructions while attending POPUPITP -related events and activities. I understand, agree, and hereby consent that my failure or disregard to follow all protocols in effect and required by POPUPITP, CDC, the venue provider and governing authorities during my attendance at POPUPITP related events and activities is hereby sufficient grounds to be excluded from attending the event by SMF or an event authority, and I hereby consent in advance to leave and exit the event, without protest or refund, upon request by POPUPITP or an event authority due to my refusal to follow said protocols.

### Assumption of Risk

I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself in order to attend a POPUPITP conference and enter into the conference premises. The conference is of such value to me that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to attend in person.

### Waiver, Release, and Indemnification

As a condition of my participation in this meeting or event, I, do hereby expressly waive any rights against and release and hold harmless Pop Up in the Park, LLC and any of its officers, employees, affiliates, contractors, agents, heirs, legal successors, and assigns (collectively “POPUPITP”) from and against any and all claims, suits, demands, losses, damages, expenses, or liability of whatever kind or nature (collectively “liability”), under any theory of law or equity, that may arise during or as a result of my presence at the premises, including but not limited to any such liability related to or arising out of illness, injury, or death associated with infection of COVID-19 or complications, symptoms, or other effects resulting from contracting COVID-19. I shall defend, indemnify, and hold harmless POPUPITP and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees and the costs of enforcing any right to indemnification under this Agreement,

and the cost of pursuing any insurance providers, arising out or resulting from any claim of a third party related to the Activities.

I UNDERSTAND, AND IT IS MY EXPRESS INTENT, THAT THIS RELEASE AND WAIVER OF LIABILITY RELEASES POPUPITP FROM SUCH LIABILITY EVEN IF SUCH LIABILITY RESULTS FROM OR IS CAUSED BY THE SOLE OR CONTRIBUTORY OR ACTIVE OR PASSIVE NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL FAULT OF POPUPITP OR ANY THIRD PARTY. I ALSO UNDERSTAND AND AGREE THAT POPUPITP DOES NOT ASSUME ANY RESPONSIBILITY OR OBLIGATION TO PROVIDE FINANCIAL OR OTHER ASSISTANCE, INCLUDING BUT NOT LIMITED TO MEDICAL, HEALTH, OR DISABILITY ASSISTANCE IN THE EVENT OF INJURY OR ILLNESS. IN THE EVENT THAT I OR MY FAMILY MEMBER IS INJURED, BECOMES ILL, OR SUFFERS COMPLICATIONS DUE TO COVID-19, ALLEGEDLY AS A RESULT OF MY PARTICIPATION IN A POPUPITP EVENT, I AGREE TO RELEASE AND HOLD HARMLESS POPUPITP IN THE SAME MANNER AND TO THE SAME EXTENT AS SET FORTH ABOVE.

#### Choice of Law and Venue

I understand and agree that the law of the State of Ohio will apply to this contract and the Venue for any legal action would be in Cuyahoga County, Ohio.

BY COMPLETING THE REGISTRATION FOR THIS EVENT, I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE. AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE.

#### 3. POP UP IN THE PARK, LLC TICKET PURCHASE POLICY

Our goal is to make your purchasing experience easy, efficient and equitable, so we can get you on your way to live events as quickly as possible. The following is designed to ensure your satisfaction and understanding of the purchase process on the POPUPITP sites and applications where this appears, including sites and applications where we facilitate ticket resale transactions (collectively, the "Site"). Your purchases on our Site are subject to these terms. Please also review our Terms of Use which govern your use of our Site.

#### Currency

All ticket prices for events that occur in the United States are stated in U.S. Dollars.

#### Payment Methods

We accept several methods of payment to accommodate your needs. If the event for which you are buying tickets is located in the United States, popupitp.com accepts, among other forms of payment, American Express, Visa, MasterCard, Discover, Diner's Club, and Slang Marketing Group gift cards for qualifying events.

#### Who You Are Buying From

Pop Up in the Park acts as the agent to those who provide events, such as venues, teams, artist representatives and fan clubs, promoters and leagues ("Event Providers"). We generally sell

tickets on behalf of our clients including artists, teams, venues, and promoters, though in some rare instances we may own a small number of tickets as part of our services contract with the individual client. When you purchase a ticket for an event that is located in the United States, then Pop Up in the Park, LLC will be handling the transaction and collecting payment for the Event Provider.

Your billing statement will read: Pop Up In The Park

Tickets obtained from unauthorized sources may be lost, stolen or counterfeit, and if so are void.

#### Pricing and Availability:

We sell tickets on behalf of Event Providers, which means we do not set the ticket prices or determine seating locations. Our clients typically set the face price of their tickets. Tickets are generally sold through several distribution points, including online, phone centers, Pop Up in the Park retail locations and box offices. Most distribution points generally access the same ticketing system and inventory. Therefore, tickets for popular events may sell out quickly. Occasionally, additional tickets may be available prior to the event. However, we do not control this inventory or its availability. Slang Marketing Group may charge fulfillment, shipping, service or other fees for using our services.

#### 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 via your Pop Up in the Park account or Pop Up in the Park customer service whether or not your order has been placed. 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.

#### Service Fees and Order Processing Fees:

Tickets purchased on our Site are typically subject to a per ticket service fee and a non-refundable per order processing fee. In many cases, delivery prices will also be owed. You may be able, in some instances, to purchase tickets directly from the venue box office without paying our service fee. For resale tickets, the buyer will pay fees that may be reflected during the purchase process or that may be included and deducted from the amount displayed as the resale price of the ticket.

#### Number of Tickets or "Ticket Limits":

When purchasing tickets on our Site, you are limited to a specified number of tickets for each event (also known as a "ticket limit"). This ticket limit is posted during the purchase process and is verified with every transaction. This policy is in effect to discourage unfair ticket buying practices. Each Pop Up in the Park account must be linked to a unique individual and contain valid, and verifiable, information. Multiple accounts may not be used to circumvent or exceed published ticket limits. We reserve the right to cancel any or all orders and tickets, in addition to prohibiting your ticket purchase abilities, without notice to you, if you exceed, or attempt to exceed, the posted ticket limits. This includes orders associated with the same name, e-mail

address, billing address, credit card number or other information.

#### Canceled and Rescheduled Events:

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

If an event is canceled, and you purchased your ticket through Pop Up in the Park, LLC Popupitp.com we will automatically issue you a refund to the credit card, debit card, gift card or the method of payment used to make your purchase.

If the event was moved or rescheduled, the Event Provider may set refund limitations. Please contacts for more information or to request a refund if you cannot attend the rescheduled event. Please make sure to include/provide your account number so we can expedite your refund if applicable.

#### Refunds and Exchanges:

Before purchasing tickets, carefully review your event and seat selection. Policies set forth by Event Providers generally prohibit us from issuing exchanges or refunds after a ticket has been purchased or for lost, stolen, damaged or destroyed tickets. However, ticket sales bought online are fully refundable for 3 calendar days (72 hours) after you purchase them, up to one week before the show. Please note that the 3-day refund policy will not apply where we determine, in our sole discretion, that the tickets were purchased for a commercial purpose or in any other way in violation of our Terms of Use.

You agree that you will not attempt to evade, avoid, or circumvent any refund prohibitions in any manner with regard to tickets you purchased. Without limiting the generality of the foregoing, you will not contact us to seek a refund or exchange from us when we are prohibited from providing one by its clients, and you will not dispute or otherwise seek a "chargeback" from the company whose credit card you used to purchase tickets from the Site. Should you do so, your tickets may be canceled, and we may, in its sole discretion, refuse to honor pending and future ticket purchases made from all credit card accounts or online accounts on which such chargebacks have been made, and may prohibit all persons in whose name the credit card accounts exist and any person who accesses any associated online account or credit card or who otherwise breaches this provision from using the Site.

If we issue you a refund for a ticket due to a canceled or postponed event, we will issue a refund of the ticket's face value paid (or, for a discounted ticket, then instead the discounted ticket price paid) and all service fees. We will not be liable for travel or any other expenses that you or anyone else incurs in connection with a canceled or postponed event.

#### Account, Order, and Billing Information Verification:

All information on accounts and orders must be valid and are subject to verification. Orders that are placed, or attempted to be placed, using an account in which any information entered is found to be false, misleading, incorrect, incomplete or cannot be verified as belonging to the account holder, such as name, address, email address, phone number, IP address, or other, are subject to

cancellation, at any time. Furthermore, we may cancel your order and sell your tickets to another customer without further notice. Orders are subject to credit card approval and processed only after a billing address, and other billing information, has been verified.

#### 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 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 website or other Pop Up in the Park operated system.

#### Multiple Browser Windows:

When ordering tickets online with us, please ensure you are looking for tickets and placing an order using only one browser window. Looking up tickets using multiple browser windows could result in losing your tickets or timer expiration.

#### Limitation of Liability:

You voluntarily assume all risks and danger incidental to the event for which the ticket is issued, whether occurring before, during or after the event, and you waive any claims for personal injury or death against us, management, facilities, leagues, artists, other participants, and all of our respective parents, affiliated entities, agents, officers, directors, owners and employees on behalf of yourself and any accompanying minor. You bear all risks of inclement weather. Event date and time are subject to change. See the Limitation of Liability section in the Terms of Use for additional limits on our liability.

#### Recording, Transmission and Exhibition:

You agree that the event for which you purchase tickets 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 grant permission to us and the Event Provider(s) 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, 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.

#### 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. Under certain facility rules, certain items may not be brought into the premises, including without limitation, alcohol, drugs, controlled substances, cameras, recording devices, laser pointers, strobe lights, irritants (e.g., artificial noisemakers), bundles and containers.

Unlawful Resale of Tickets; Promotions:

Unlawful resale (or attempted resale), counterfeit or copy of tickets is grounds for seizure and cancellation without compensation. Certain maximum resale premiums and restrictions may apply in some states and we cannot be responsible for providing legal advice regarding resale or pricing of tickets. 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, authorized partners or from the venue box office to ensure ticket authenticity. Tickets may not be used for advertising, promotions, contests or sweepstakes, unless formal written authorization is given by us.

Party Responsibly,

**PJ Ward**, Chief Operating Officer