

# Night Sky Festival Terms and Conditions

## AGREEMENT

Any purchase or possession of tickets (including wristbands, the "Ticket(s)") for the Night Sky 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 Night Sky Festival, Sky's The Limit, Joshua Tree Residential Education Experience (JTREE), the City of 29 Palms and its partners and authorized contractors 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 Night Sky Festival, relate back to the date of purchase. Night Sky Festival 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 <http://www.nightskyfestival.org> (the "Site"). If you do not agree to be bound by these terms and conditions, do not purchase Tickets.

Under no circumstances shall You be entitled to a refund of any shipping, handling or other processing fees. 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 these terms and conditions set forth in this Paragraph or as otherwise set forth in this agreement, or if you do not agree with, or agree to assume the allocation of risks that is being transferred to You hereunder, do not purchase Tickets.

## FORCE MAJEURE EVENTS

Upon the occurrence of a Festival Cancellation due to reasons other than mentioned herein ("Festival Cancellation By NIGHT SKY FESTIVAL"), including but not limited to, events outside NIGHT SKY 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), NIGHT SKY FESTIVAL shall, at its sole and absolute option (a) have the right, but not the obligation, to issue you a refund or shall at its option, (b) 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 these terms and conditions set forth in this Paragraph or as otherwise set for in the agreement, or if you do not agree with, or agree to assume the allocation of risks that is being transferred to You hereunder, do not purchase Tickets. If NIGHT SKY FESTIVAL 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. Under no circumstances shall You be entitled to a refund of any shipping, handling or other processing fees.

## COVID-19 PANDEMIC

In the case of postponement/rescheduling occurring on September 3-5, 2021 due to COVID-19, any activities you have registered and paid for will automatically roll-over and will be honored as full registration regardless of any price increases we may incur. Plans for alternative dates will be developed accordingly as vaccines continue to mitigate the spread and threat of COVID-19, and we learn more about the behavior of the virus, effective therapies and potential variants.

## POSTPONEMENT OF FESTIVAL

Unless otherwise specified herein, at all times prior to the Festival, NIGHT SKY FESTIVAL reserves all rights to cancel or postpone the festival or to change the Venue, the artist lineup, time, the date of the festival or other festival-related components without any obligation by NIGHT SKY FESTIVAL to give You additional or prior notice or compensation.

## NOTIFICATION OF FESTIVAL CANCELLATION OR POSTPONEMENT

If Festival is cancelled or postponed, whether in whole or in part, or if the Venue is closed, NIGHT SKY FESTIVAL 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 AFTER AUGUST 29, 2021.**

This Festival is a "Weather dependent" Festival with regards to viewing the sky through telescopes. If viewing the night sky through telescopes is not possible, and alternate, indoor venue will be made for all other program elements that are not dependent on outside conditions. This Festival is "Standing Room Only." 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.

## **"WILL CALL" TICKETING AND ACCEPTANCE**

Will Call Tickets are Virtual Tickets. You accept delivery of Your Will Call Ticket immediately upon Your purchase of the Will Call Ticket.

## **TICKET CONFIRMATIONS; PROOF OF DELIVERY**

Your Ticket order confirmation shall serve as conclusive and indisputable proof of Delivery of Your Ticket. You agree to notify NIGHT SKY FESTIVAL prior to the start time of the Festival if you have not received Your Ticket.

## **ASSUMPTION OF RISKS**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

While COVID-19 can cause mild symptoms in some individuals, it can lead to severe illness and even death in others. Adults over age 65 and people of any age with serious underlying medical conditions including, but not limited to, HIV, asthma and other respiratory conditions, and pregnancy, may be a higher risk for more serious complications from COVID-19. The Night Sky Festival Organizers (Sky's The Limit Observatory and Joshua Tree Residential Education Experience) have put in place some preventative measures to reduce the spread of COVID-19; however, the Night Sky Festival Organizers cannot guarantee that you or your child(ren) will not become infected with COVID-19 during attendance of any Night Sky Festival activities. Attending the Night Sky Festival event and its activities could increase your risk and your child(ren)'s risk of contracting COVID-19.

By purchasing tickets and attending any of the events/activities you acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that you and/or your child(ren) may be exposed to or infected by COVID-19, and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

Hence, you voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense, of any kind, that you and/or your child(ren) may experience or incur in connection with you and/or your child(ren) may experience by participation in Night Sky Festival events/activities.

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

## **LOST OR STOLEN PROPERTY**

Festival organizers and their respective Indemnitees shall not be held responsible, financially or otherwise, for any personal property that is left, lost, stolen, destroyed, confiscated, damaged or misplaced anywhere in the Venue or during the Festival, regardless of fault. You assume all risks of loss associated with the loss or damage to Your personal property.

## **NOT REDEEMABLE FOR CASH.**

Your Ticket is not redeemable for cash.

## **PROHIBITED ITEMS AND ACTIVITIES.**

The following items and activities are strictly prohibited at the Festival: outside food or beverages; unauthorized vendors or performers; handing out fliers or leaflets; pets; oversized bags (permitted bags will be subject to search); skate boards, roller skates, bikes or the like; wagons; fireworks; radios or other music players; placards or signs; illegal conduct of any kind; conduct that unreasonably interferes with the enjoyment of the Festival by others or poses a threat to public safety, as determined in the sole discretion of NIGHT SKY FESTIVAL. NIGHT SKY FESTIVAL reserves the right to terminate Your License to the Venue at anytime if You engage in any prohibited activities.

## **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 above. 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 NIGHT SKY FESTIVAL shall not have a legal obligation to mitigate any of its potential or actual losses sustained hereunder.