In order for the purchaser and/or holder (hereinafter referred to as you "You" or "Your") of a valid wristband or ticket ("Ticket") to enter Juneteenth on the Lawn (the "Event"), You must possess a valid Ticket that permits access.

ARTICLE 1: YOUR TICKET

- PLEASE BE ADVISED that the purchase and/or use of a Ticket to, and/or entry to the Event shall constitute Your unconditional acceptance to be bound by any and all of the terms and conditions contained within this agreement (this "Agreement") between You and Black Lemonade (the "Company") to attend all or part of the Event.
- 2. For safety reasons, the Company reserves the right to, without any prior notice or compensation to You: postpone, cancel, interrupt or stop the Event; provisionally keep visitors on the Event site at the end of the Event; totally or partially vacate the Event site; and deny access to the Event site regardless of the possession of a valid entry ticket.
- 3. Subject to the limitations of this Agreement, the Company reserves the right to change, modify, or alter any aspect of the Event (including, without limitation, the appearance of any performer or artist, and/or the order of performance of any performer or artist), at any time, for any reason whatsoever, without any prior notice or compensation to You. You understand that the artists and/or lineup for the Event may be changed and that such occurrence shall not, under any circumstances, entitle You to any claim whatsoever, including, but not limited to, a refund for Your Ticket.
- 4. You understand, acknowledge, and agree that the names of any artist, act or performer contained in any Event promotional material is intended for informational purposes only, and does not, in any way, represent the importance or headline status of any single artist, act or performer, and is subject to change without prior notice.
- 5. EXCEPT AS EXPLICITLY OTHERWISE PROVIDED HEREIN, YOU UNCONDITIONALLY UNDERSTAND THAT ALL TICKET SALES ARE FINAL, THERE WILL BE NO TICKET REFUNDS AND/OR TICKET EXCHANGES. THE EVENT IS A RAIN OR SHINE EVENT.
- 6. If the Event is canceled due to a Force Majeure Event (as defined below) and not rescheduled to a later date, You will be entitled to a refund. Notwithstanding the foregoing, if postponed, the Company may issue, at the Company's sole and absolute discretion, a partial or full refund of Your Ticket, by accounting for, among other considerations, the extent and nature of the cancellation. A "Force Majeure Event" shall mean an act of God, act of terrorism, flood, tsunami, strike or other labor condition or dispute, an order or

injunction of any court or administrative body or any other act of public authority, severe weather threatening the safety of Event attendees or similar contingency or unexpected event, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other restrictions, and any such occurrence beyond the reasonable control of Company. You understand that in all instances, the maximum remedy You may receive for any cancellation of any part of the Event, if any, will be the face value of Your Ticket, excluding all fees and/or service charges paid by You in connection with the purchase of Your Ticket.

- 7. 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 the Company Parties (as defined herein).
- 8. You acknowledge and understand that the Ticket is a revocable license to attend the Event for which it was issued, which is subject to revocation and denial of admission without compensation for any reason, including, but not limited to, Your attempted or actual violation of any of the rules set forth herein, policy or regulations and for any other action taken by You in violation of any local, state or federal law, or that may endanger other ticketholders.
- 9. Only purchase show tickets from the official Company website, <u>Black Lemonade</u>. If you purchase from another source, you risk purchasing a counterfeit or invalid ticket. Company is not responsible for tickets purchased from unofficial sources.

ARTICLE 2: TICKET AND PROOF OF AGE REQUIRED

- 1. In order to enter into the Event, You must have Your own valid Ticket. One Ticket is required per attendee and will only be valid on the day or days of the Event and areas of the Event as indicated on the Ticket.
- 2. Your Ticket is not redeemable for cash. There will be no replacements for Tickets that are lost, stolen, destroyed or damaged and You unconditionally accept the risk of damage to, loss of and/or theft of Your Ticket.
- 3. To ensure that Your Ticket is valid, purchase Your Tickets from Black Lemonade Tickets ("Black Lemonade") or other Company-authorized sale channels listed on the official Company website. Tickets from unauthorized

- sales channels (e.g., scalpers) may be forged. In no event will forged tickets be honored or eligible for a refund.
- 4. If You have any questions or concerns regarding ticketing for the Event, please contact customer support info@blacklemonade.org
- 5. You must submit Your Ticket for validation upon entry into the Event.
- 6. Entry to the Event is limited to persons that meet the minimum age requirements on or before the day of the Event. To enter the Event as a general admission Ticket holder, You must be at least eighteen (18) years of age or older. Youth ages 17 and younger are permitted to attend the event from 10am to 7pm and must vacate the premises by or before 7pm.
- 7. You must have one of the following forms of approved identification to enter the Event that demonstrate proof of age:
- Government-Issued Passport;
- Driver's License (U.S. or Canada);
- Military Identification Card with Photo; or
- Government-Issued Identification Card with Photo.

No exceptions will be made, even if You are accompanied by an adult or a person with valid identification. Failure to provide valid identification shall preclude You from entering and remaining at the Event and You shall not be entitled to any refund nor will You be entitled to, or will the Company be liable for, any other damages, including, but not limited to, incidental and/or consequential damages. In addition, during the Event, You must be able to provide valid identification if requested by a member of security or crew.

ARTICLE 3: SECURITY CHECK

- 1. Are under the influence of illegal drugs or any other illegal substances.
 - Are clearly suffering from alcohol intoxication which, in Events staff's sole discretion, has caused You to be in a impaired state.
 - Have been previously banned from festivals and/or other events by the organizer, the administration or legal authorities.
 - Are demonstrating an intent to disturb the peace or to provoke someone else to do so Engage in fighting or disruptive behavior.
 - Use foul language.
 - Resist the direction of and search by the Event security guards and security services.
 - Refuse to declare and forfeit objects that are prohibited, as set forth herein.
 - Distribute flyers or posters on or near the Event site. If You would like to promote one of Your events, then please visit the official Company website for more information.

- Act in violation of the provisions of one or more articles of these regulations or in the spirit thereof.
- 2. Please note all ticket holders will be searched upon entering the Event site. Security guards will inspect all objects brought onto the Event site including, but not limited to, clothing, luggage and other personal items in order to detect objects that may, or may be used to, disrupt the course of the Event, jeopardize the safety of other ticket holders or disturb the peace. The security guards reserve the right to confiscate these objects in their sole discretion. Given the volume of attendees, it is not guaranteed that these objects will be returned to You. For that reason, please read Article 4 carefully.

ARTICLE 4: FORBIDDEN OBJECTS / PROHIBITED ITEMS FOR THE PARTY:

- Alcohol
- Non-alcoholic beverages (including water)
- Drones (Please reach out to receive a permit to do so info@blacklemonade.org)
- Weapons of any kind (regardless of permit)
- Illegal substances including narcotics, drug paraphernalia, and medical or recreational marijuana
- Fireworks, sparklers, or incendiary devices
- Glowsticks
- Laser pointers
- Pets
- Backpacks, luggages, and any large bags
- Sharp objects
- Bicycles, rollerblades, skateboards, scooters, or motorized vehicles of any kind
- Professional camera equipment (no detachable lenses, tripods, large zoom lenses, commercial-use camera assemblies) (Please reach out to receive a permit to do so info@blacklemonade.org)
- Items intended for sale/promotion
- Any item that can be used as a means to disturb the peace, endanger the safety of the crowd, and/or inflict damage to people and goods

FOR THE EVENT:

PLEASE RESPECT YOUR BODY AND MIND. ALL PERSONS AND PROPERTY ARE SUBJECT TO SEARCH AND MAY BE REQUIRED TO TAKE OFF YOUR SHOES DURING SEARCH. COMPANY HAS A ZERO TOLERANCE FOR ILLEGAL

ACTIVITIES. THE USE OF ILLEGAL DRUGS AND UNDERAGE DRINKING IS NOT PERMITTED. ANYONE FOUND WITH ILLEGAL DRUGS WILL BE SUBJECT TO REMOVAL FROM THE EVENT AND WILL NOT BE ALLOWED BACK IN.

ARTICLE 5: CONDUCT AT THE EVENT

At the Event, it is forbidden to:

- Try to access or be in sections restricted to certain ticket holders unless in accordance with Your Ticket or credentials, such as production rooms, artists' lodges, VIP zones, press rooms, offices, backstage and working areas.
- Obstruct entrances, exits and evacuation routes and/or to linger at these locations any longer than strictly necessary for entering or exiting the Event site.
- Display or make texts, symbols, images, gestures, wear clothing or articles of dress which, in the sole discretion of Event staff or security personnel, contain and/or display language and/or images which are obscene, racist, xenophobic, provocative, or discriminatory.
- Be under the influence of illegal drugs or any other illegal substances.
- Be clearly suffering from alcohol intoxication that, in Events staff's sole discretion, has caused You to be in a impaired state.
- Disturb the peace, demonstrate an intent to disturb the peace or provoke someone else to do so, or compromise the safety of the general public.
- Sell drinks, food, or any other product.
- Smoke.
- Deface, mark, damage, tear down or otherwise destroy, in whole or in part, any of the decorations or part of the Event site.
- Litter or fail to maintain the cleanliness of the Event site.
- Resist the direction of, and search by, security personnel.
- Refuse to declare and forfeit objects that are considered to be dangerous or off-limits by the Event's security personnel – security personnel are under no obligation to return such forfeited items.
- Act in violation of the provisions of one or more articles of these regulations or the spirit thereof.
- You must heed the directions of Event organizers and security personnel at all times whilst on the Event site. If You fail to comply with such directions, You will be removed from the Event site, and, if necessary, Event staff may call on the police for assistance.

ARTICLE 6: RE-ENTRY

- 1. Ticket Holders that exit the Event may only reenter with their wristband.
- 2. If You are removed from the Event, Your ticket shall not be refunded and You will be denied re-entry, even if You are in possession of a new Ticket. If You have a new Ticket, Event staff may seize that Ticket and You shall not receive a refund.

ARTICLE 7: UNAUTHORIZED SALE OR USE OF TICKET

- Anyone caught forging entry tickets or any other special admission tickets in order to access or sell such tickets to the Event will be prosecuted without exception. Counterfeit tickets will not be honored or refunded by the Company and Your purchase of such ticket(s) is not binding on the Company whatsoever.
- 2. Anyone caught tampering with or sharing their Ticket will be immediately ejected and banned from the Event.
- 3. Tickets may not be resold without prior explicit permission from the Company. Tickets which appear to have been resold without permission from the Company will not be honored or subject to a refund.
- 4. The resale, attempted resale, or purchase of Your Ticket at a price higher than the official purchase price from the authorized ticket agent Black Lemonade, or other Company-authorized sale channels, is grounds for seizure and cancellation of Your Ticket without compensation. The only valid tickets are those purchased and/or redeemed through Black Lemonade or other Company-authorized sale channels listed on the official Company website.
- 5. Tickets may not be used in association with any giveaway, sweepstakes, contest or similar activities, including, but not limited to, as a prize or incentive, without the Company's prior written consent. Any Ticket so used will automatically become void at the Company's sole discretion with no refund to You and/or the ticketholder.

ARTICLE 8: RECORDINGS

1. By attending the Event, You understand, agree and acknowledge that (i) You may be photographed and filmed, and (ii) You hereby provide the Company with Your absolute, express consent to be photographed and filmed. You further understand and agree that these images and/or recordings can be registered, stored, transmitted, broadcast/streamed, rebroadcast, and sold for archival, promotional, and/or commercial purposes, in any manner, and in any media, now known or hereafter discovered, without any compensation to You. Your name, image and/or Your likeness may be captured as part of and/or

used in connection with any broadcast/stream, audio, visual, or audio-visual recording, photograph, or other reproduction or other publication of the Event (the "Footage") and may also be used by or on behalf of the Company or any of the Company's parent entities, subsidiaries, affiliates, partners, sponsors, officers, shareholders, successors or assigns for any purpose, including, but not limited to, archival, promotional, and commercial purposes, without any compensation to You. You waive all other rights in and to the Footage, including, but not limited to, all claims of so-called moral rights. This Footage may be used as a means to identify and facilitate the prosecution of illegal or impermissible conduct.

- 2. At the Event, there may be camera surveillance for the purpose of ensuring the safety and proper operation of the Event. The Footage may be registered or stored by the Company or governmental authorities for the purpose of ensuring the security and safety of Event attendees and the enforcement of and compliance with the safety regulations on the Event site.
- 3. Any recordings made by ticket holders on or near the Event site may not be used for commercial or public purposes, unless consented to by the Company (including, without limitation, having ads run on or beside such videos on YouTube and other video sharing websites). Non-professional grade small video cameras and cameras are allowed at the Event site.

ARTICLE 9: ZERO TOLERANCE DRUGS POLICY

- 1. The Company has a zero tolerance policy regarding illegal drugs. It is forbidden on the Event site to: (i) use, distribute, sell and/or to be in possession of illegal drugs; and (ii) distribute, sell or improperly use prescription or over-the-counter drugs. You understand and agree that Your use of the Ticket is contingent upon Your unconditional and voluntary acceptance to be searched for the presence of drugs, weapons, objects that may disrupt the peace or jeopardize the safety of other ticket holdersd, and/or other prohibited items prior to Your admission to the Event site, and/or at any time thereafter. If any of these items are found, this License for admission shall be immediately revoked, such items will be seized by security personnel and forfeited by You, or You will be immediately removed from the Event. Notwithstanding the foregoing, You are permitted to bring into the Event prescription drugs if You have a valid prescription with Your name clearly listed on the prescription. You will only be allowed to carry the dosage of medication required for the duration of the Event.
- 2. If You are in violation of this rule, You will be immediately ejected from the Event site. The Event staff will closely monitor any potential illegal or

- prohibited drug activity, relying in part on security cameras placed throughout the Event site.
- 3. By entering the Event site, You consent to be searched by Event staff. If You refuse to submit to a search by Event staff, You will be denied entry to, or ejected from, the Event site.

ARTICLE 10: ADA ACCOMMODATIONS

If You would like additional information about available ADA accommodations, please contact the Company info@blacklemonade.org

ARTICLE 11: MEDICAL CARE

- You hereby consent to medical care and transportation in order to obtain treatment in the event of injury as Event staff, security, police or medical professionals may deem appropriate in their reasonable discretion. You understand this waiver extends to any liability that arises out of, or is in any way connected with, the medical treatment and transportation provided in the event of an emergency and/or injury.
- 2. You hereby agree to release and hold harmless the Company Parties from any liability arising out of or in connection with the actions or omissions of the Company Parties related to Your medical care.
- 3. You recognize and acknowledge that there are hazards and risks of physical injury or illness and that not all such risks can be fully eliminated. By entering the Event site, You voluntarily agree to assume the full risk of death, bodily injury or property damage, regardless of severity, that may sustain as a result of attendance at the Event or while on the premises, whether or not caused by the negligence or gross negligence of the Company Parties.

ARTICLE 12: INDEMNIFICATION

1. You hereby indemnify and hold harmless the Company, their parent, affiliate, and subsidiary companies, and each of their respective representatives, officers, managers, directors, owners, members, trustees, agents, employees, successors and assigns, Black Lemonade, and any other designated ticketing agent, Event sponsors, the promoter(s), and the performing artists, including, but not limited to, their respective management, their agents, their staff and their designees (collectively, the "Company Parties") from any loss, liability, damage or cost in any way arising out of, or related to, Your actions and omissions at, around, or while traveling to and from, the Event.

- 2. You hereby waive, discharge, hold harmless and covenant not to sue the Company Parties from any and all liability arising out of, or in connection with, the Event, for any claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or experiences of whatsoever kind, nature, or description, whether direct or indirect, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, arising out of, or related to, the Event, Your attendance at the Event, or Your travel to and from the Event, whether or not caused by the negligence or gross negligence of the Company Parties.
- 3. IN NO EVENT WILL THE COMPANY PARTIES OR THEIR SUPPLIERS. ADVERTISERS AND SPONSORS, BE RESPONSIBLE OR LIABLE TO YOU OR ANYONE ELSE FOR, AND YOU HEREBY KNOWINGLY AND EXPRESSLY WAIVE ALL RIGHTS TO SEEK, DIRECT, INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, REVENUES OR BUSINESS OPPORTUNITIES, OR OTHER DAMAGES OF ANY TYPE, AND ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. ARISING OUT OF, OR IN CONNECTION WITH, THE EVENT OR ANY PRODUCT OR SERVICE PURCHASED AT THE EVENT, EVEN IF THE COMPANY PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER THE CLAIM IS BASED UPON ANY CONTRACT, TORT, OR OTHER LEGAL OR EQUITABLE THEORY. WITHOUT LIMITING THE FOREGOING, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE COMPANY PARTIES WILL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR (a) ANY FAILURE OF ANOTHER ATTENDEE OF THE EVENT TO CONFORM TO THESE RULES, (b) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, WHETHER ARISING IN CONTRACT OR IN TORT, RESULTING FROM YOUR ATTENDANCE AT THE EVENT, (c) ANY ERRORS, MISTAKES, INACCURACIES OR OMISSIONS IN ANY CONTENT, OR (d) ANY LOST, STOLEN OR DAMAGED TICKETS, OR FAILURE OF EVENT STAFF OR SECURITY TO HONOR YOUR TICKET. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE EVENT IS TO LEAVE THE EVENT. THE LIMITATIONS IN THIS ARTICLE 12 SECTION 3 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS ITS ESSENTIAL PURPOSE. THE ALLOCATION OF RISK BETWEEN US IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN US. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES, SO THESE MAY NOT APPLY TO YOU. IN SUCH CASES, THE COMPANY PARTIES' LIABILITY

WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE BY YOU.

ARTICLE 13: MISCELLANEOUS PROVISIONS

- 1. In no event shall the Company Parties be liable for any claim unless written notice is given within six (6) months from the date of the loss. No suit for any cause may be maintained against the Company Parties unless it is commenced within one (1) year after the Event.
- 2. YOU HEREBY ACKNOWLEDGE AND AGREE THAT ANY DISPUTE IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE, YOU KNOWINGLY, VOLUNTARILY, INTENTIONALLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT YOU MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY DISPUTE OR CONFLICT IN CONNECTION WITH THIS AGREEMENT.
- 3. These terms shall be governed by and construed under the laws of the State of Tennessee. Any controversy or claim arising out of or relating to these terms shall be brought only in the courts located in Davidson County unless otherwise specified. The parties hereto specifically consent to personal jurisdiction of said courts.
- 4. You understand that the Company Parties and all other related parties, including, but not limited to, each of the Company Parties and the related parties' management, employees, and agents, will not be held responsible, financially or otherwise, for any items that are left, lost, stolen, destroyed, confiscated, damaged or misplaced anywhere at the Event site regardless of fault or reason, so act accordingly. Any and all losses incurred by You under this Article 13, Section 4 shall be subject to Article 12, Section 3 above. The Company recommends that You do not bring any valuables to the Event.
- 5. You unconditionally agree that the terms and conditions contained herein and/or referenced herein represent the entire agreement between You and the Company with respect to its subject matter, and shall supersede and replace all prior contemporaneous understandings, communications, and agreements, written or oral, regarding such subject matter which contradict these terms, including, but not limited to, the text contained on the back of the actual Ticket and/or any contrary understanding or agreements between You and the Company. You further confirm that there are no other agreements between You and any of the other Company Parties.
- 6. You unconditionally agree to be bound by any and all of the terms and conditions contained herein and/or referenced herein and any additions,

- changes and/or modifications thereof, which may be made from time to time without prior notice to You. Any updates to our new terms and conditions will be posted to this website address.
- 7. If any provision of this Agreement is found to be invalid or unenforceable, that provision shall be enforced to the maximum extent possible so as to effect the intent of the parties hereto, and the other provisions contained herein will remain in full force and effect. Company's failure to insist upon or enforce any provision of this Agreement shall not be construed as a waiver of any provision or right.