

Terms of Use

This website, mobile application or service is owned and operated by Activity Events Limited ("the Company," "AEL", "AMF", "us," "our," or "we")

These Terms and Conditions of Use ("Terms of Use") set forth the terms and conditions under which you are authorised to use one of our websites, including any website where these Terms of Use are posted and any subdomains and mobile versions (collectively, the "Site"), use one of our mobile applications (the "Mobile App"), or interact with our other on-site or web-enabled technologies, such as on-premise WiFi, Bluetooth beacons and interactive kiosks. We may refer to the Mobile App, Site, and these related web-enabled technologies collectively as our "Services."

Through your use of our Services, you agree to the practices described in these Terms of Use.

To the extent additional rules or guidelines affect your use of our Services, those rules and guidelines (including our Privacy Notice) are hereby incorporated by reference into these Terms of Use. By using any of our Services, you agree to these Terms of Use. If you do not agree to these Terms of Use, you should immediately stop using our Services.

While some of the events listed on the Site may appeal to children, the Site is not targeted at children under the age of 16, and they are not permitted to use the Site. We strongly encourage all parents and guardians to monitor Internet use by their children. If you use the Site, you affirm you are at least 16 years old.

Ticket

We only honour tickets purchased from our website and from the festival's official ticketing service provider. Tickets purchased from unauthorised sales channels (e.g., scalpers or resale sites) or third parties may be forged and in this case, would not be honoured or eligible for a refund. If you choose to purchase from a third party, you assume full responsibility for ensuring your ticket is valid. You may email us before exchanging money to confirm a ticket is legitimate.

You may be asked to supply certain information relevant to the Ticket, including, without limitation, Your email address, telephone number, credit card number, the expiration date of Your credit card, Your billing address, and Your shipping information. We may refuse access to the Site for any reason.

Tickets and/or wristbands (collectively, "tickets") sold through this website or the Event's official ticketing service provider's website grant to the Ticket Holder a revocable access to attend the Event that may be revoked at any time for any reason. Resale or attempted resale of any issued ticket and/or vehicle pass at a price higher than the face value is grounds for cancellation without compensation. The terms of sale of each ticket and/or vehicle pass issued pursuant to a transaction initiated on this website or the Event's official ticketing service provider's website are subject to any and all terms imposed by AMF. In order to be admitted to the Event, each attendee must present the wristband in its original, undamaged, unaltered form to the

venue at the appropriate time. Entry may be refused for various reasons, including but not limited to misconduct, intoxication, possession of prohibited items or violent or aggressive behaviour.

Refunds & Exchanges

All ticket sales are final. No refunds will be granted for any reason. Event date and time are subject to change. All rights reserved. If the event for which any purchased ticket is rescheduled or cancelled, the Ticket Holder shall not be entitled to a refund except as otherwise required by law. Instead, the Ticket Holder shall have the right, except as otherwise provided, (1) if the event is rescheduled to a date and time within 12 (twelve) months of the date and time originally scheduled, to use the ticket to attend the event at the rescheduled date and time, or (2) if the event is not rescheduled within 12 (twelve) months of the date and time originally scheduled, to exchange the ticket to another event that is designated by management as the official replacement event for the cancelled event.

Sweepstakes, Contests and Games

In addition to these Terms, sweepstakes, contests, games, or other promotions (collectively, "Promotions") which may be made available through the Site may have specific rules different from these Terms. By participating in a Promotion, you will become subject to those rules. We urge you to review the rules before you participate in a Promotion. Promotion rules will control any conflict with these Terms.

Code of Conduct

You agree that you will comply with all applicable laws, rules and regulations and that you will not:

- Restrict or inhibit any other person from using the Site;
- Use the Site for any unlawful purpose;
- Express or imply that we endorse any statements you make without our prior written consent;
- Resell or attempt to resell a ticket at a higher price than the amount stipulated on the website;
- Impersonate any person or entity, whether actual or fictitious, including any employee or representative of our company;
- Submit (a) any content or information that is unlawful, fraudulent, libellous, defamatory, or otherwise objectionable or infringes our or any third party's intellectual property or other rights; (b) any non-public information about companies without authorisation; or (c) any advertisements, solicitations, chain letters, pyramid schemes, surveys, contests, investment opportunities or other unsolicited commercial communication;
- Submit, or provide links to any postings containing material that could be considered harmful, obscene, pornographic, sexually explicit, indecent, lewd, violent, abusive, profane, insulting, threatening, harassing, hateful or otherwise objectionable, including the image or likeness of individuals under 18 years of age, encourages or otherwise depicts or glamorizes drug use (including alcohol and cigarettes), characterises violence as acceptable, glamorous or desirable, or contains any personal contact information or other personal information identifying any third party;

- Submit, or provide links to any postings containing material that harasses, victimises, degrades, or intimidates an individual or group of individuals based on religion, race, ethnicity, sexual orientation, gender, age, or disability;
- Engage in spamming or flooding;
- Harvest or collect information about Site users;
- Use any password or code to participate in a presale or other offer on the Site if you did not receive the password or code from us or if you violate the terms of the presale or offer;
- Use any area of the Site for commercial purposes, such as to conduct sales of tickets, products or services.

To ensure the safety of all festival attendees, access to the event sites will be refused to, but not limited to, people who:

- are under the influence of illegal drugs or any other illegal substances;
- are clearly suffering from alcohol or other substance intoxication;
- have been previously banned from festivals and/or other events by the organiser, 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 any disruptive behaviour;
- resist the direction of and search by the Festival's security guards.

At the Festival, it is forbidden to try to access sections restricted to artists or Festival staff – such as production rooms, green rooms, press rooms, offices, backstage and working areas – unless in accordance with your ticket or credentials. Trying to access these areas may result in your removal from the event and/or exclusion from future events.

At the Festival it is forbidden to obstruct entrances, exits and evacuation routes and/or to linger at these locations any longer than strictly necessary for entering or exiting the Festival site. It is also forbidden to deface, mark, damage, tear down or otherwise destroy, in whole or in part, any of the decorations or part of the Festival site. Engaging in such behaviour may result in your removal from the event and/or exclusion from future events.

Consent To Electronic Communication

The Ticket Holder or User agrees that we may provide electronically any and all communications concerning tickets and/or any payment plan entered into as well as any disclosures required by any law. User's consent applies not only to the tickets and any payment plan but also to any ancillary agreement related to these and to any future tickets or payment plans obtained through us.

Links to or Connections with Third-Party Sites or Applications:

Our Services or communications to you may contain third-party content or links to third-party sites, applications, or services (collectively, "Third Party Content"). Our Services may also include features that

allow you to connect your Account with accounts or services provided by third parties, such as accounts you maintain with financial institutions or social media platforms like Facebook (collectively, "Third Party Services"). We do not control, maintain, or endorse the Third Party Content or Third Party Services, and we are not liable for any Third Party Content or Third Party Services, including any damages, losses, failures, or problems caused by, related to, or arising from Third Party Content or Third Party Services. Your interactions and business dealings with the Third Party Content or Third Party Services providers, including products or services offered by such third parties, are solely between you and the third party. You should review the terms and conditions associated with Third Party Content or Third Party Services, including any privacy notices and Terms of Use. We are not responsible for any information you agree to share with third parties connected with Third Party Content or Third Party Services. Any links or advertisements on this Website should not be taken as an endorsement by us.

Media Release Policy

By attending the Activity Music Festival and events produced by AEL, you consent to be filmed and or photographed, and the Festival may use your image, voice, and likeness for promotional purposes.

Any photograph or video taken at these events, whether in digital or analogue format (the "Footage"), is subject to a mandatory, non-exclusive licence to AMF for promotional purposes. Any artwork or performances sponsored by the Festival or on Festival grounds is also subject to a mandatory, non-exclusive licence to AMF for promotional purposes. The "Footage" may also be used by or on behalf of the Company or any of the Company's 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 the Footage, including, but not limited to, all claims of so-called moral rights. This Footage may also be used to identify and facilitate the prosecution of illegal or impermissible conduct.

All photographers using professional equipment (i.e. DSLR / anything with detachable lenses) are required to have media credentials to take pictures or video at the Festival.

Attendees may take photos and shoot a video for personal, non-commercial use with personal cameras (excluding SLR/DSLRs) as long as they are not standing in the press area, obstructing views, or live streaming the event. Any recordings made by ticket holders on or near the Festival site may not be used for commercial or public purposes unless consented to by the Company.

Drone use is prohibited without specific written permission from AMF. Please keep them packed away; if we see you using them, we may confiscate them and hold them for the remainder of the Festival.

Unauthorised photography or audio/video recording of any performance at the Festival is strictly prohibited.

AMF shall not accept liability for any damages, loss or injuries sustained at the Festival, including loss or damage to property, however, caused.

You hereby waive the right to receive any payment by accepting this Media Release Policy and waive the right to receive any current or future payments, royalties or other forms of compensation from the Company to or for the use of any of the materials for any of the purposes authorised by this release. You also waive any right to inspect or approve finished photographs, audio, video, multimedia, recordings and copy or printed matter or computer-generated scanned image and other electronic media that may be used in conjunction therewith or to approve the eventual use that it might be applied.

In connection with the terms herein, you hereby release and waive any claims and demands, including any and all claims for invasion of privacy, right of publicity, misappropriation or misuse of image, and/or defamation, you may have against the Company, its employees, affiliates, agents, consultants, directors, officers, investors, attorneys, and other representatives of the Company.

Food And Drink Vendors

The Ticket Holder understands that food will be sold at the Event. The Company bears no responsibility and will be held harmless for the contraction of or additional issues arising from food-borne illnesses, food allergies or any other issues arising from the distribution, sale or consumption of food at the Event. Furthermore, each of the Released Parties will be held harmless for any issues with food brought in by the Ticket Holder or any other attendees.

Vending Without Authorisation

The Ticket Holder understands that commercial vending of any kind, including, without limitation, the provision of any goods or services delivered to or at the Event for a prepaid fee, is prohibited except as authorised by AMF. No sponsorship, onsite marketing, sampling, coupon/product distribution, or other promotional/advertising activity may be conducted at the Event (inclusive of parking lots) without AMF's prior written approval in each instance.

Prohibited Items

The following items are prohibited inside the Event venue, facility and premises: pets or animals of any kind except for registered service animals cleared by AMF, Unmanned Aerial Vehicles (UAVs) or drones of any size, guns or weapons of any kind, fireworks or explosives, laser or handheld laser pointers, any drugs classified as illegal by the regulatory authority or the Nigerian government, excessive amounts of alcohol that exceed what is deemed to be for personal use, live plants, and any other item AMF deems to be inappropriate for the Event or that may present a potential safety risk.

Entry Search

The Ticket Holder and the Ticket Holder's belongings may be searched for prohibited items and non-ticket-holding individuals upon entry into the Event, and the Ticket Holder consents to such searches and waives any related claims that might arise against the Company. If the Ticket Holder does not consent to such searches, the Ticket Holder will be denied entry into the Festival.

Reservation Of Rights

AMF reserves the right to refuse admission to or eject any person whose conduct is deemed by AMF, at AMF's sole discretion, to be undesirable, including, without limitation, disorderly conduct, use of vulgar or abusive language toward Event staff or other attendees, or failure to follow AMF or venue or facility rules and directions. Undesirable conduct of any of the types expressly listed above will automatically terminate this licence and all rights of the Ticket Holder. The exercise of AMF's ejection rights hereunder does not entitle the Ticket Holder (or Purchaser) to a refund of the ticket price or any part thereof. The ticket is a revocable licence and admission may be refused upon refunding the face amount of the ticket at the Company's discretion.

Disclaimer Of Warranties And Limitation Of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY, ITS RELATED ENTITIES, ITS SERVICE PROVIDERS, ITS LICENSORS, AND ITS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS (COLLECTIVELY THE "COMPANY PARTIES") EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, RELATED TO OUR SERVICES.

YOU UNDERSTAND AND AGREE THAT YOUR USE OF OUR SERVICES IS AT YOUR SOLE RISK. OUR SERVICES AND ALL CONTENT, PRODUCTS AND SERVICES OFFERED THROUGH THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COMPANY PARTIES ARE NOT RESPONSIBLE FOR THE TIMELINESS OF DELIVERY OF CONTENT, ANY FAILURES OF DELIVERY, ERRONEOUS DELETION, OR ANY LOSS OR DAMAGE OF ANY KIND YOU CLAIM WAS INCURRED AS A RESULT OF THE USE OF ANY SERVICES. UNDER NO CIRCUMSTANCES WILL ANY OF THE COMPANY PARTIES BE LIABLE TO YOU OR TO ANY PERSON OR ENTITY CLAIMING THROUGH YOU FOR ANY LOSS, INJURY, LIABILITY OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS TO, USE OF, INABILITY TO USE, OR RELIANCE ON ANY OF OUR SERVICES OR ANY CONTENT, PRODUCT OR SERVICE PROVIDED TO YOU THROUGH OR IN CONNECTION WITH ANY OF OUR SERVICES. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL LOSSES AND DAMAGES OF ANY KIND WHATSOEVER, WHETHER DIRECT OR INDIRECT, GENERAL, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, GOODWILL, REVENUE OR PROFITS. THIS LIMITATION OF LIABILITY APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER BASIS; EVEN IF ANY OF THE COMPANY PARTY HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES; AND WITHOUT REGARD TO THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES. IF ANY PART OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID, ILLEGAL OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF THE COMPANY PARTIES UNDER SUCH CIRCUMSTANCES TO YOU OR ANY PERSON OR ENTITY CLAIMING THROUGH YOU FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED WILL NOT EXCEED N10,000 (TEN THOUSAND NAIRA).

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

IF THIS CLAUSE IS HELD TO BE UNENFORCEABLE IN WHOLE OR IN PART IN ANY JURISDICTION DUE TO RELEVANT LAWS, THEN IN NO EVENT SHALL OUR OR THE RELEASEES' TOTAL LIABILITY TO YOU EXCEED THE TOTAL AMOUNT YOU HAVE PAID US OR THE RELEASEES DURING THE SIX (6) MONTHS PRIOR TO THE INCIDENT. NOTHING IN THIS CLAUSE SHALL LIMIT OR EXCLUDE ANY LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM NEGLIGENCE.

Waiver

By entering the Festival, you assume any and all risk and/or danger, known or unknown, foreseeable and unforeseeable, resulting from, or incidental to, the Festival, whether occurring before, during, or after, the Festival, 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 Festival, whether occurring before, during or after the Festival, including any actions or omissions of the Festival Parties.

By entering the Festival, you acknowledge and agree that you may be subject to extremely loud music and sounds, as well as special effects, including, but not limited to, laser lights, strobe lights, flashing lights, a variety of Light-Emitting Diodes ("LED"), rapidly changing or alternating images, and use of smoke, fog, and pyrotechnics (collectively, the "Special Effects") at the Festival.

You acknowledge and understand that the Ticket is a revocable licence to attend the Festival for which it was issued and 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 law, or that may endanger other Ticket Holders.

Indemnification

You agree to indemnify and hold the Company Parties harmless from any claim or demand, including reasonable attorney's fees and costs, made by any third party due to or arising out of your posting of any content on our Services or other use of our Services in a manner not permitted by these Terms of Use, including without limitation your actual or alleged violation of these Terms of Use, or infringement of a third party's intellectual property or other rights by you or another user of our Services using your computer, mobile device or account.

Copyright and Trademark Information

All content, copyrights and other intellectual property rights in the content available on our Services, including without limitation design, text, graphics, interfaces, and the selection and arrangements thereof, are owned by Company with all rights reserved. In some cases, such content may be licensed to the Company by third parties. The intellectual property rights of the Company or those owners protect this

content. All content which qualifies for protection under the Nigerian Copyright Law is subject to the exclusive jurisdiction of the Nigerian judicial system, whether registered or unregistered. All trademarks displayed on our Services are the trademarks of their respective owners and constitute neither an endorsement nor a recommendation of such parties. In addition, such trademarks or links to the websites of third parties is not intended to imply, directly or indirectly, that those third parties endorse or have any affiliation with the Company.

Forums and User Content

We may host fan reviews, message boards, blog feeds, social media feeds, and other forums found on the Site (collectively, "Forums"), and you may be able to submit suggestions, reviews, concepts, audio and video recordings, photographs, artwork, or other materials to the Forums or other areas of the Site ("User Content").

By submitting User Content, you certify that you are at least 18 years old or at least 16 years old and have obtained your parent's or legal guardian's express consent to submit User Content.

You own all rights to your User Content. If you submit User Content to the Site, you grant us a worldwide, non-exclusive, transferable, sub-licensable, royalty-free right and licence to use, reproduce, modify, create derivative works of, distribute, publicly perform, display, archive and commercialise your User Content, in our sole discretion, in all formats and in all media channels now known or hereinafter discovered, without any compensation or acknowledgement to you or anyone else. This licence will not affect your ownership of your User Content, including the right to grant additional licences to your User Content, except if it conflicts with these Terms. We are not obligated to post, display, or otherwise use any User Content or to attribute your User Content to you. You will not make or authorise any claim against us that our use of your User Content infringes any of your rights.

Statements, opinions, and reviews posted by participants in a Forum may be inaccurate, offensive, obscene, threatening or harassing. We do not endorse and are not responsible for these postings. We will not be liable for any loss or harm caused by the posting or your reliance on information obtained through the postings.

You will be responsible for your User Content and the consequences of posting it. By submitting User Content, you represent to us that (i) you own or have the necessary permission to submit the User Content and to grant the licences to us under this section, and (ii) you have the written permission of every identifiable person in the User Content to use that person's name and likeness in the manner contemplated by the Site and these Terms or if the person is a minor, the written permission of the minor's parent or legal guardian.

We will have the right (but not the obligation) to monitor the Site, the Forums, and the User Content and to disclose any User Content and the circumstances surrounding its submission to operate the Site properly, or to protect ourselves, our sponsors and our users, or to comply with legal obligations or governmental requests.

If we are notified that your User Content does not comply with these Terms, we may investigate the allegation and decide to remove your User Content and cancel your account. We may also hold you liable for any User Content that infringes the rights of a third-party and require you to pay or reimburse us for any amounts we believe are necessary to resolve any complaint.

Feedback

The User agrees to use commercially reasonable efforts to provide feedback to AMF regarding the Services and agrees that AMF shall have all rights, title, and interest in and to all comments, suggestions, and other feedback (collectively, "Feedback") provided by User to AMF related to the Products. The User shall and hereby irrevocably transfers and assigns to AMF all rights, titles and interests it may have in such Feedback to AMF, and AMF hereby accepts such transfer.

If you have any complaints or reservations about us or any of the Services we provide, you may contact us via team@activityfestival.com.

Force Majeure

If the Festival is cancelled in whole or in part due to a Force Majeure Event, you will not be entitled to a refund. Notwithstanding the foregoing, 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, an act of terrorism, flood, hurricane, tsunami or other natural disasters, war, strike or other labour 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 Festival attendees or similar contingency or unexpected event, and any such occurrence beyond the reasonable control of the Company. You understand that in all instances, the maximum remedy You may receive for the cancellation of any part of the Festival, 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.

Violation of These Terms

We may investigate any violation of these Terms, including unauthorised use of the Site. We may provide law enforcement with information you provide to us related to your transactions to assist in any investigation or prosecution of you. We may take legal action that we feel is appropriate. You agree that monetary damages may not provide us with a sufficient remedy and that we may pursue injunctive or other relief for your violation of these Terms. If we determine that you have violated these Terms or the law, or for any other reason or no reason, we may cancel your account, delete all your User Content, and prevent you from accessing the Site at any time without notice to you. If that happens, you may no longer use the Site or any Content. Your obligations will still bind you under these Terms. You agree that we will not be

liable to you or any third party for termination of your access to the Site or your account, or any related information, and we will not be required to make the Site or your account or any related information available to you. We may also cancel any order and products acquired through your order. We may refuse to honour pending and future purchases made from all accounts we believe may be associated with you, cancel an order associated with any person we believe to be acting with you, or exercise any other remedy available to us.

You agree that your abusive use of the Site may cause damage and harm to us, including impaired goodwill, lost sales, and increased expenses. You also agree that monetary damages for your abusive use of the Site are difficult to determine and that if you, or others acting with you, request more than 1,000 pages of the Site or make more than 800 reserve requests on the Site in any 24-hour period, you, and those acting with you, will be jointly and severally liable for liquidated damages in the amount of N25,000 (Twenty-Five Thousand Naira) for each page request or reservation request made during that 24-hour period which exceeds those limits.

Effective October 1, 2022