

## Wristband Terms of Use

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Please read these Wristband Terms of Use ("**Terms**" or "**Agreement**") carefully, as they affect your future legal rights. These Terms apply to the Activity Music Festival (the "**Event**").

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

All Event wristbands and vehicle passes (collectively, "**Wristbands**") are subject to these Terms. By accepting possession or by using any Wristbands, the User agrees to all Terms and is legally bound to comply with these Terms. The original Authorised Purchaser and any Authorised Recipient agrees to inform all of their respective guests of these Terms with due diligence. Activity Events Limited ("**AEL**") ("The Event producer") reserves the right, at its discretion, to change, modify, add, or remove portions of these Terms at any time. Please check back periodically for changes.

In order to enter into the Festival, 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.

Your Wristband is not redeemable for cash. There are no replacements for Wristband lost, stolen, destroyed or damaged and You unconditionally accept the risk of damage to, loss of and/or theft of Your Wristband.

Wristbands evidence a revocable licence to enter the Event property. Violation of these Terms may result in revocation of the licence without prior notice.

## Unauthorised Transfers Prohibited

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All publicly sold Wristbands are for use by the original authorised purchaser and their invited guest(s) only (each an "**Authorised Purchaser**"), and are not transferable by the Authorised Purchaser, any of their invited guests, or any other person. Likewise, all Wristbands provided to performing artists, production personnel, vendors, sponsors, and other guests of the Event producer (each an "**Authorised Recipient**"), are for use by the Authorised Recipient and his or her invited guest(s) only, and are not transferable by the Authorised Recipient, his or her invited guest(s), or any other person. Authorised Purchasers and Authorised Recipients are referred to individually as a "User". Wristbands obtained from unauthorised sources may be counterfeit and are worthless.

Except as provided herein, Wristbands may not be sold, transferred, or used for any form of commercial or trade purposes, including but not limited to promotions, contests, commercial

or advertising purposes, housing, hotels, vacation rentals, sweepstakes, charitable giveaways, or other activities absent the Event producer's prior written consent. No sponsorship, on site marketing, sampling, vending, coupon/product distribution, or other promotional activity may be conducted at the Event (inclusive of parking lots), absent the Event producer's prior written approval in each instance. Any wristbands used in violation of this provision shall be deemed revoked and void, and their bearers deemed trespassers at the Event.

Resale or attempted resale of Wristbands is grounds for termination of the licence and cancellation of the Wristband.

### **Authorisation Of User's Image And Likeness**

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The User grants the Event producer (and its designees) the right to include the User's image, likeness, actions, and statements in any live or recorded audio, video, film, webcast, stream, or other transmission, exhibition, simulcast, or reproduction made of, or at, the Event in any medium or context for any purpose, including commercial or promotional purposes, without further authorisation or otherwise.

### **Ownership And Use Of Event's Intellectual Property**

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The Event producer owns the trademarks, imagery, name, likeness, and trade dress of the Event (collectively, the "**Event Intellectual Property**") and generally does not permit the use of the Event Intellectual Property by third parties. The User agrees not to make use of the Event Intellectual Property except for nominative fair use or with prior written permission from the Event producer.

### **No Live Audio, Video Streaming Or Broadcasts**

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The Event producer retains all webcast/Internet rights to the Event. Any live streams or broadcasts, whether for Internet or otherwise, from the Event must be specifically agreed to in advance with the Event producer. No one may transmit, broadcast, or communicate any live audio or audio-visual images from the Event site without the Event producer's prior written permission. As an example, this prohibition includes, but is not limited to, use of any service which broadcasts to the Internet. Even if User is a performer or sponsor, the broadcasting, displaying, or communicating of any live audio or audio-visual images (whether for personal, commercial, or other use) is expressly prohibited without the prior written permission of the Event producer.

### **Audio And/or Video Recordings And Related Equipment**

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Without the express prior written permission of the Event producer, the User may not bring any audio or video recording devices (except for personal cell phones) into the Event.

### **Photography And Video / Equipment**

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The User may bring personal, non-commercial, photography devices into the Event and may use these devices to obtain short-form video and still photographs (collectively "**Personal Content**"). By way of example, personal, non-commercial, photography and video devices include, but are not limited to, cell phones, small digital or film cameras (without a detachable lens).

Without the express prior written permission of the Event producer, the User may not bring any of the following devices into the Event: Any photography device which is designed for, or suitable for, any commercial purpose, tripods, monopods, boom arms, any device which could be used to mount or hold a photography device or could be used to extend the User's reach. The Event producer reserves the right, in its sole discretion, to prohibit any device it believes may be used in violation of these Terms, which it believes poses a safety risk, or which it believes may lessen the enjoyment of the Event by others.

THE USER MAY NOT MAKE ANY COMMERCIAL USE OF ANY PERSONAL CONTENT WITHOUT THE PRIOR WRITTEN PERMISSION OF THE EVENT PRODUCER. By way of example, commercial use may include, but is not limited to, posting Personal Content on a website that sells a product, or displays any ads or sponsored links; using or causing Personal Content to appear in any publication, magazine, serial, or book; using Personal Content to sell, sponsor, or endorse a product; or using Personal Content on any website that is or appears to be affiliated or associated with, or sponsored by the Event or the Event producer. The Event producer reserves the right to prohibit any use of Personal Content which it believes is in violation of the Terms. The Event producer in its sole discretion may determine what constitutes a commercial use not permitted by the Terms.

The User may use Personal Content for the User's own direct, non-commercial, use. Examples of direct, non-commercial use include, but are not limited to, posting Personal Content on User's own personal social media account (e.g., Facebook, Instagram, or Twitter); posting Personal Content to personal website or personal content sharing site (unless the account, personal website or personal content sharing site is affiliated or associated with a commercial use); and sharing Personal Content with User's personal friends or family (whether in electronic or physical media). Direct, non-commercial, use never involves posting of Personal Content on any website or server, or in any other media whether electronic or physical, which sells any product or service, or features or contains any advertisements or sponsored links, or which purports or appears in any way, to be an official or affiliated website of the Event or the Event producer. Without the express prior written permission of the Event producer, the User may

not sell, transfer, licence, sublicense, give or otherwise transfer any Personal Content or ownership therein.

Without the express prior written permission of the Event producer, Personal Content that contains any nudity or partial nudity or footage of Event Artist performances may not be used for any purpose.

### **Assignment Of Copyrights**

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Unless otherwise expressly agreed to in writing by the Event producer, the User assigns to the Event producer the exclusive ownership to the User's Personal Content and to any audio recordings taken at the event by the User. The Event producer may execute any assignment documents on the User's behalf as necessary to perfect the Event producer's ownership, and the User appoints the Event producer as the User's attorney-in-fact to execute any such documents for the User. The User further acknowledges, agrees to, and consents to the Event producer registering the copyright with one or more copyright authorities, including but not limited to the Nigerian Copyright Commission, and listing the User's contribution as anonymous.

The Event producer, as the copyright owner, has the right, but not the obligation, and at its sole discretion, to enforce its copyright rights in any Personal Content or audio or video recordings taken at the event not permitted by the Terms.

Event producer assigns to User the non-exclusive right to use User's Personal Content for the User's own direct, non-commercial, use as permitted in the Terms. All other rights not assigned by the Event producer to the User are retained by the Event producer. Any violation of the Terms shall be grounds for the Event producer to cancel the assignment to the User.

### **Artists And Set Time Subject To Change**

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The Event Artists and set times are subject to change without notice.

### **Medical Consent**

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The User consents to have medical treatment that may be deemed advisable in the event of an injury, accident, or illness during the Event and affirmatively releases the Event producer and all persons participating in such medical treatment from all responsibility for any such actions.

### **Consent To Search/Refusal/Rejection**

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The User and the User's belonging may be searched upon entry into the Event, and the User consents to such searches and waives any related claims that might arise against the Event producer and its agent. If the User elects not to consent to such searches, the User may be denied entry into the Event.

### **Additional Prohibited Items**

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In addition to those items prohibited elsewhere in these Terms, without the express prior written permission of the Event producer, the User may not bring any of the following items into the Event (or cause any of items to enter the event): glass bottles, aluminium bottles, knives, explosives, sling shots, weapons of any other kind, Frisbees, flags, skateboards, roller skates, hoverboards, laser pointers, drones of any kind, remote controlled devices or remote controlled toys, large backpacks, and other items as designated by the Event producer. The Event producer reserves the right to refuse admission to or eject any person, at the Event producer's sole discretion, whose conduct is disorderly, disruptive, or who fails to follow the Event's rules or directions, or whose language is vulgar or abusive.

### **Assumption of Risk, Waiver & Limitation of Liability**

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**Assumption of Risk.** The User understands and agrees that there are certain risks of personal or property injury, illness and/or death associated with attending the Event, including, without limitation, risks related to the coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation or variation thereof, "**COVID-19**"). The User understands and agrees (a) that the risk of exposure to COVID-19 cannot be fully eliminated and is increased by proximity to other people, (b) that an inherent and elevated risk of exposure to COVID-19 exists in any public place or place where people are gathered, (c) that attending the Event may involve coming into close contact with other people, (d) that there is no guarantee, express or implied, that the User will not be exposed to COVID-19 and (e) that exposure to COVID-19 can result in being subject to quarantine requirements, illness, disability, and other short-term and long-term health effects, including death.

Despite these risks, the User voluntarily assumes ALL known and potential risk and danger of injury and/or death from any cause, resulting from, in connection with, or incidental to the Event, including exposure to COVID-19. By accepting possession or by using any Wristbands, the User expressly assumes all risks and dangers arising from or incidental to the Event, whether such risks occur before, during, or after the Event and agrees that the Releasees (defined below) are not responsible for any such risks and dangers.

**Waiver.** User forever releases, waives, discharges and agrees not to sue the following: the Event owner(s); Event producer(s); Event promoter(s); Event performers, artists and their managers, agents, furnishing companies and representatives; the Event ticketing agency and/or ticketing services provider; Activity Events Limited and their respective parents, subsidiaries, affiliates, partners, owners, members, managers, officers, directors, past and present employees, volunteers, agents, representatives, successors, trustees, successors and assigns (collectively, the “**Releasees**”) from any known or unknown claims, losses, damages, liability, demands, actions, injury or death, including those relating to COVID-19 or any other illness or injury that the User may sustain while at the Event, regardless of whether caused by the negligence or other fault of the Releasees or any third party (collectively, “**Claims**” or, as used individually, a “**Claim**”).

The User further agrees to indemnify, defend, and hold harmless the Releasees from any and all claims, demands, liabilities and/or damages arising from all Claims and User’s conduct, acts or omissions during the Event. In no event shall the Releasees be liable for consequential or indirect damages.

**Limitation of Liability.** To the fullest extent permitted by applicable laws, none of the Releasees are or will be responsible or liable to User or to any third party for, and the User expressly waives all rights to seek any indirect, incidental, consequential, special, exemplary, punitive or other damages under any theory of liability, arising out of or relating in any way to the Terms, the Wristband and/or the Event (even if we have been advised of the possibility of such loss or damages, or such loss or damages were reasonably foreseeable).

### **Governing Law**

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Any Claim arising from or relating to these Terms, the Event, or our dealings with one another, whether based in contract, tort, fraud or otherwise and regardless of the place of the User’s residence, is governed by, and construed in accordance with, the laws of the Federal Republic of Nigeria.

If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

### **Other Rights/Restrictions**

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No sponsorship, on site marketing, sampling, vending, coupon/product distribution, or other promotional/advertising activity may be conducted at the Event (inclusive of parking lots), without the Event producer’s prior written approval in each instance.

The Event producer reserves all rights not expressly granted to the User. The terms and restrictions noted on the website of the Event producer's designated ticketing company, and those below, are also included herein by reference:

**Effective October 1, 2022**