

# TRAVEL AND PACKAGES PURCHASE POLICY

**UNLESS OTHERWISE NOTED IN WRITING OR ADVERTISED AT THE TIME OF PURCHASE, ALL SALES, PURCHASES, INSTALLMENTS, DEPOSITS, AND PARTIAL PURCHASES UNDER A PAYMENT PLAN ARE FINAL, NON-REFUNDABLE, AND NON-TRANSFERABLE.**

Welcome to the COTA T&E Purchase Policy (this “Policy”). By making a Purchase (as defined below) from COTA T&E LLC “COTA T&E” and its partners Circuit of the Americas LLC (“COTA”), and Elevate Sports Ventures Inc., including the owner of the website or page from which you accessed this Policy) (collectively “COTA T&E”, “we”, “us”, “our”), you (“you”, “your”, “Licensee”, “Purchaser”, “Customer”) are entering into a legally binding contract with COTA T&E under the terms of this Policy, which is designed to ensure your satisfaction and understanding of the purchase process and policies and procedures governing your purchase.

Please read this Policy carefully prior to making a Purchase from COTA T&E via this website. This Policy is subject to, and is in addition to, any other information posted by COTA T&E and COTA, including without limitation, the Terms of Use, [Ticket Policies](#), Privacy Policy, and all applicable policies.

By making a purchase of ticket(s), pass(es), credential(s), package(s), hospitality, experience(s), access or any other item(s), service(s) or combination of any of the foregoing (each, a “Purchase”) to an event (e.g. sporting or musical) (collectively the “Event(s)”) you acknowledge and agree to be bound by the terms and conditions set forth in this Policy, the back of any ticket, pass or event credentials of any kind (collectively, “Ticket(s)”), the terms and conditions of any third-party service provider (hotel, transportation, restaurant, etc. ...).

**If you do not agree to these Policies, please do not use the website or enter into any transaction with COTA T&E.**

You warrant that you are at least 18 years of age and possess the legal authority to enter into this agreement and to make travel bookings with COTA T&E by any means, including our Web site in accordance with all terms and conditions herein. You agree to be financially responsible for all of your travel bookings (as well as for use of your account by others. You agree to supervise all usage of COTA T&E communications under your name or account. You also warrant that all information supplied by you or members of your household transacting business with COTA T&E is true and accurate. Without limitation, any speculative, false, or fraudulent reservation or any reservation in anticipation of demand is prohibited. If you are making a Purchase on behalf of someone else, the Terms contained in this Policy shall also apply to that person(s) and it is your duty to inform such person(s) of this Policy.

You agree that the travel services reservations facilities provided by COTA T&E shall be used only to make legitimate reservations or purchases for you or for another person for whom you are legally authorized to act.

Be sure to return to this Policy periodically to review the most current version of the Policy. We reserve the right at any time, at our sole discretion, to change or otherwise modify this Policy without prior notice; however, the date of any effective changes shall be reflected at the top of this page and upon request we will provide you with information regarding any changes made. This Policy contains a mandatory arbitration and class action waiver as more fully described below.

### **Transaction Information; Revocable License; Refusal of Admission**

UNLESS OTHERWISE NOTED IN WRITING AT THE TIME OF PURCHASE, ALL SALES ARE FINAL, NON-TRANSFERABLE, AND NON-REFUNDABLE. NO REFUNDS, NO EXCHANGES, NO RESALE, NOT REDEEMABLE FOR CASH. For certain Purchases you may be eligible to submit a name change for your Purchase, which if applicable will be communicated to you at the time of sale. COTA T&E shall not be obligated to provide you with your Purchase (or any element thereof) until COTA T&E receives the full and timely payment of the total fee owed as reflected in the sale. If your Purchase includes Tickets or other deliverables, they will be delivered to you in accordance with the policies established by COTA T&E as disclosed to you at the time of your purchase. COTA T&E is not responsible for lost, stolen, or destroyed Tickets. Any changes requested by You to your Purchase after your Purchase is complete, to the extent permitted by COTA T&E in its sole discretion, shall result in additional costs. Confirm all details of your Purchase prior to completing the same.

Your Purchase is a revocable license. We reserve the right, without refund of any portion of the price paid or other compensation to you, to refuse admission or to eject any person from any Event, hotels or other elements of your Purchase, and/or withdraw or refuse to begin services or provide goods to any person, who fails to comply with this Policy or policies put in place for an Event, the rules of an applicable third party, and/or applicable local, state or federal law or ordinance, in whole or in part, or whose conduct is deemed by us or the applicable third party as disorderly, annoying, illegal, vulgar, abusive, threatening, uncomfortable, aggressive, or out of compliance with this Policy or the applicable third party's terms, conditions, rules or policies (all of the above in this sentence, collectively, "Removal Behavior"). COTA T&E makes no representations or warranties concerning, without limitation, the condition of any venue where an Event is to take place or such venue's suitability for any particular purpose, and you accept the venue 'as is.' You may be relocated to an alternative seating location in the sole discretion of the venue or COTA T&E and no such relocation shall entitle you to a refund, make-good or other remedy if you are relocated to a comparable seating location in the venue.

Except to the extent permitted by applicable federal, state or local law, statute, regulation or ordinance, all the elements of your Purchase may not be resold or offered for resale. Any resale in violation of this Policy or applicable law will invalidate your Purchase and revoke any license granted (t)hereunder. Furthermore, you shall not use your Purchase (or any element thereof) for advertising, marketing, promotions or any other commercial purposes, including, without limitation, contests, auctions, sweepstakes and giveaways, without the express written consent of COTA T&E, which may be withheld, conditioned or delayed.

Before making a Purchase, carefully review your Event, the Event information and your selections. You agree that you will not attempt to evade, avoid, or circumvent any refund prohibitions in any manner with regards to tickets or travel services you purchased, including seeking a chargeback. In connection with your Purchase, you may be asked to supply certain information relevant to the transaction, including, without limitation, payment information. We accept several methods of payment to accommodate your needs, including most major credit cards. You represent and warrant that any credit card information that you submit to us is true, accurate and complete, and you agree to immediately notify us if any information is inaccurate. You represent and warrant that you have the legal right to use any credit card(s) or other payment methods used in connection with a transaction.

When making a Purchase using a credit card, you authorize us to charge your credit card at the time you make the reservation. You are solely responsible for any and all fees charged to your credit card by the card issuer, bank or financial institution, including, without limitation any credit card membership, overdraft or over-the-credit-limit fees. Some banks and credit card companies impose fees for international transactions. If you are making a Purchase from outside of the United States on a U.S. credit card, your bank may convert the payment amount to your local currency and charge you a conversion fee.

The price of your Purchase reflects not only the Ticket for the Event and travel services, if included, but also costs related to access to the other elements of the Purchase. As a result, please be aware that prices listed may be higher than the original face value price of any Ticket included in your Purchase or on the face of the Ticket.

Though Ticket prices constantly fluctuate on the open market based on demand, COTA T&E's prices are deemed final for you once your order is confirmed. Once your order has been confirmed, if the price of any Ticket(s) included in your Purchase increases prior to the Event, you will not be charged for the difference. Alternatively, if the price of the Ticket(s) included in your Purchase decreases prior to the Event, no refunds or upgrades will be given. If your order has not been confirmed in writing, your order may be subject to cancellation.

All prices are listed in U.S. dollars unless otherwise noted. Occasionally, Ticket prices are inadvertently listed incorrectly on the website. In these rare instances, if your order has

not been confirmed, we may cancel your order and your card will not be charged. If your order has been confirmed, you will be refunded in full and may purchase a Ticket at the correct price if available. In both of these scenarios you may receive an email or phone call advising you of your options or that your order has been canceled.

All times listed are local for the Event. Event dates, times, and venue are printed on the face of the Tickets and website but are always subject to change. This information should be verified by you prior to the Event. It is important to consult your local media or the Event's official website to ensure that you arrive at the Event on the correct date, time, and at the correct venue. COTA T&E is not responsible for notifying you of date, time, or venue changes. In the Event that you were not able to gain admission to the Event with the Tickets that were delivered, you must obtain documentation from the venue stating that the Tickets were unusable in order for us to be able to process a refund.

### **Refunds and Exchanges**

UNLESS OTHERWISE NOTED IN WRITING, ALL SALES AND PURCHASES ARE FINAL, NON-REFUNDABLE, AND NON-TRANSFERABLE. NO REFUNDS, NO EXCHANGES, NO RESALE, NOT REDEEMABLE FOR CASH.. IF APPLICABLE, A VALID PASSPORT IS REQUIRED FOR TRAVEL FROM OUTSIDE OF THE UNITED STATES OF AMERICA. IF YOU ARE TRAVELING TO THE EVENT FROM OUTSIDE OF THE UNITED STATES OF AMERICA, PLEASE BE SURE THAT YOU HAVE A VALID PASSPORT PRIOR TO MAKING A PURCHASE AND ANY OTHER NECESSARY TRAVEL DOCUMENTATION, INCLUDING, BUT NOT LIMITED TO, VISAS OR VACCINATIONS, AS NO REFUNDS OR EXCHANGES WILL BE AVAILABLE IF YOU ARE UNABLE TO TRAVEL FOR ANY REASON. THERE ARE NO REFUNDS OR EXCHANGES FOR ILLNESSES, EMERGENCIES, OR ANY OTHER UNEXPECTED CIRCUMSTANCES AFFECTING YOUR ATTENDANCE AT THE EVENT.

IT IS RECOMMENDED THAT YOU CONSIDER PURCHASING TRAVEL INSURANCE FROM A THIRD-PARTY. UNLESS SPECIFICALLY NOTED, TRAVEL INSURANCE IS NOT INCLUDED IN THE COST OF YOUR PURCHASE TO PROTECT AGAINST THIRD PARTY SUPPLIER DEFAULT/BANKRUPTCY PROTECTION, DELAY, INTERRUPTICOTA T&E, MISSED CONNECTIONS, CANCELLATION, MEDICAL EMERGENCY TRANSPORTATION/EVACUATION & REPATRIATION, BAGGAGE & PERSONAL EFFECTS/LOST LUGGAGE & BAGGAGE DELAY, ILLNESS, JOB LOSS PROTECTION AND CHANGE OF PLANS, ACCIDENTAL DEATH AND DISABILITY, TRAVEL ACCIDENT/SICKNESS MEDICAL EXPENSES, AND MORE. PROPER INSURANCE MAY PROTECT YOU FROM FINANCIAL LOSS IN ALMOST ALL CIRCUMSTANCES. Without appropriate travel insurance, you understand and agree that if you cancel or interrupt your travel for any reason, your Purchase is not refundable (unless otherwise agreed to in writing) and COTA T&E and any third-party travel suppliers cancellation penalties will apply resulting in the loss of monies up to the full cost of your Purchase and related costs. The purchase of travel insurance is not required in order to purchase any other product or service offered by COTA T&E.. Employees of COTA T&E are not qualified or

authorized to answer technical questions about benefits, exclusions, and conditions of any of the insurance offered, nor evaluate the adequacy of the prospective insured's existing insurance coverage. An additional charge applies for travel insurance selected.

### **Canceled or Postponed Events (Non-Refundable unless otherwise noted by COTA T&E)**

The location, date and time of an Event and any other elements of your Purchase are subject to change (including, but not limited to, cancellation, postponement or relocation) by COTA T&E, COTA, or other third party responsible for the staging of an Event or other elements of your Purchase (collectively, the "Organizers"), respectively, in each of their sole discretion, and no such change shall entitle you to a refund or any other remedy in the event that you cannot attend for any reason due to such change unless agreed to in writing by COTA T&E or advertised as such at the time of purchase.

Any element of your Purchase may be cancelled, postponed, delayed, altered, relocated or rescheduled at any time with or without notice in the Organizers' sole discretion, as applicable, or due to the actions or events beyond the reasonably foreseeable control of the Organizers, the Organizers will not be liable to you or any other party because of any failure to perform hereunder due to fire, earthquake, rain, adverse weather conditions, flood, or any other acts of God, power failures, electrical or mechanical difficulties, strikes, lockout, work stoppages or other labor disturbances, governmental regulations or restrictions, terrorism, war, civil disturbances, epidemic, pandemic (including COVID-19) or any other cause or condition, whether known or unknown, or similar or dissimilar to any of the foregoing, beyond the reasonably foreseeable control of the Organizers ("Force Majeure").

Delay in the performance of this Policy or the failure of COTA T&E to perform or provide the Purchase (or any element thereof) caused by any Force Majeure shall not constitute a breach of this Policy or a ground for cancellation, suspension or termination hereof. For the avoidance of doubt, postponement, relocation or cancellation of Events due to weather conditions or Force Majeure events is beyond our control and we will not issue any refund or exchange for such events, unless otherwise agreed to in writing by COTA T&E. If an event is canceled for any other reason, refunds for Tickets will be made at the sole discretion of COTA T&E or in accordance with the applicable law.

Your Purchase is considered as a "rain or shine" final Purchase. If an Event is canceled, postponed or rescheduled we will not refund incidental expenses that you may have incurred as a result of your plans to attend the event including, but not limited to, transportation expenses, hotel reservations, or rental car costs. We are not responsible for the actions of any other Organizers when an event is canceled. If an Event is postponed or rescheduled, please retain your Ticket. In most cases, elements of the original Purchase and any Ticket(s) will be honored for the new Event date and a new Ticket(s) will not need to be reissued. Refunds or exchanges will not be made for postponed, relocated or rescheduled Events and you shall only be entitled to attend the rescheduled

Event. It is your responsibility to verify information regarding rescheduled Event dates and times prior to attending. Schedules, performers, participants, teams, production elements, amenities, and all other aspects of your Purchase are subject to change without notice and without grounds for refund. If we issue you a refund for a Purchase, or a Ticket individually, due to a canceled Event, we will issue a refund of the Ticket's face value and a refund will be limited only to the portion of the Purchase that was unable to be consumed due to such cancellation. In no event will delivery charges or any other amounts be refunded.

### **Third Party Aspects of the Event; Travel**

In connection with your Purchase and/or the Event or the use of our website, we might display information about travel services, packages, transportation, dining options, hotel accommodations, various forms of entertainment and many other things and amenities. Much of this information is supplied to us by third parties (e.g., hotels, resorts, transportation companies, and various providers) and we cannot check the accuracy of such information. Some of the goods and/or services which make up your Purchase in connection with the Event are provided by third parties in accordance with their own terms and conditions which may limit or exclude such third party's liability to you.

You agree to abide by the terms and conditions of purchase imposed by any third party with whom you elect to deal, including, but not limited to, payment of all amounts when due and compliance with the third party's rules and restrictions regarding availability and use of goods, products and/or services, including any cancellation charges or fees that might be assessed by such third parties. You understand that any violation of any third party's terms and conditions may result in cancellation of your reservation or purchase, in your being denied access to the applicable aspect of your Purchase or the Event, in your forfeiting any monies paid for such amenity, and/or in our debiting your account for any costs we incur as a result of such violation or any cancellations that result in a fee, without refund from COTA T&E.

You agree that we are in no way responsible for the accuracy, timeliness or completeness of information we may obtain from third parties. Your interaction with any third party is at your own risk, and we will have no liability with respect to the acts, omissions, errors, representations, warranties, breaches or negligence of any such third party or for any personal injuries, death, property damage, or other damages or expenses resulting from your interactions with any third party. You may be relocated to an alternative room (including a room in a different hotel than the originally booked hotel) in the sole discretion of a hotel, lodging provider or COTA T&E and no such relocation shall entitle you to a refund, make-good or other remedy if you are relocated to a comparable room at a particular hotel, new hotel or other form of lodging.

If applicable, hotel/lodging/resort information provided by us (including, without limitation, ratings, photographs, list of hotel/lodging/resort amenities, and descriptions of property and rooms) are provided by the respective suppliers and service providers. This

hotel/lodging/resort/dining information are general guidelines, and we cannot guarantee their accuracy. They are to be used as a general guide and the ratings and hotel/lodging/resort information may be amended periodically by the respective suppliers to keep current.

If purchasing hotel accommodations, certain hotels may have minimum age requirements; please pay attention to all details of each package description prior to purchasing, as no refunds or exchanges will be available for erroneously made purchases. Some hotels and resorts or other third parties may require you to present a credit card or cash deposit upon check-in to cover additional expenses incurred during your stay. Such deposit is unrelated to any payment received by COTA T&E for your hotel booking or other transaction. Some hotels and resorts or other third parties may require you to present a valid driver's license or Passport upon check in. You acknowledge that some third parties offering certain services and/or activities may require you to sign their liability waiver prior to participating in the service and/or activity they offer.

It is your responsibility to make yourself aware of any/all regulations and/or requirements imposed by transportation providers, service providers and/or countries of entrance/exit, and to obtain and carry a valid passport, visa(s), and all other documents required by applicable government regulations or third-party policies when traveling. When traveling domestically, the U.S. Transportation Security Administration (TSA) and U.S. Department of Homeland Security (DHS) advise that everyone carry at least two forms of acceptable identification in order to board a flight.

When you receive any and all travel documents, it is your sole responsibility to review and verify all information. Contact COTA T&E immediately if changes or corrections are required. You are responsible to make absolutely certain to have the proper immunizations and required documentation of such immunizations before travel, and to make the necessary accommodations for security rules imposed by government authorities. COTA T&E shall not assume responsibility for the accuracy of health requirements or vaccination and/or documentation prior to departure or upon landing at the final destination. See your health practitioner for advice. Prior to travel, required inoculations, if any, must be recorded by your health practitioner on a valid vaccination certificate, which you must carry for proof of inoculation where required.

Check the USA State Department Website <http://travel.state.gov>, for relevant information relating to travel to specific destinations, and the USA Centers for Disease Control <http://wwwnc.cdc.gov/travel/> relating to health issues. For further information relating to security, safety issues, crime, the need for travel documentation (such as passports, visas, proof of health/vaccination certificates), health hazards, and other restrictions regarding travel to your domestic and/or international destination(s), and re-entry into the United States visit [www.tsa.gov](http://www.tsa.gov), [www.dot.gov](http://www.dot.gov), [www.faa.gov.us](http://www.faa.gov.us), [www.ustreas.gov](http://www.ustreas.gov), [www.cbp.gov](http://www.cbp.gov) on a regular basis for information regarding incidence of disease, terrorism, safety issues, crime, the need for travel documentation (such as passports, visas, proof of health/vaccination certificates), health hazards, and other restrictions regarding travel to

your domestic destination(s). If you are traveling on a passport from a country other than the USA.) and you fail to obtain a visa, COTA T&E is not responsible for lost payments made toward the contemplated trip. Please note that USA rules regarding entry and exit change on a daily basis.

BY OFFERING FOR SALE TRAVEL TO PARTICULAR DESTINATIONS, COTA T&E DOES NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH POINTS IS ADVISABLE OR WITHOUT RISK, AND SHALL NOT BE LIABLE FOR COSTS, DAMAGES, OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH DESTINATIONS. UNLESS SET FORTH IN WRITING, AIRLINE RESERVATIONS ARE NOT INCLUDED IN YOUR TRAVEL PLANS. YOU WILL NOT BE ENTITLED TO A REFUND IF YOU ARE UNABLE TO UTILIZE YOUR PURCHASE DUE TO ANY FAILURE TO PROCURE AIRLINE TRANSPORTATION. NO REFUND FOR UNUSED ARRANGEMENTS AND MINIMUM PASSENGER REQUIREMENTS.

### **Publicity Release; Information Sharing**

Without limiting anything set forth herein, by purchasing a ticket to, and/or attending, the Event or by purchasing admission to a virtual experience, as applicable, you acknowledge and agree to be bound by the terms and conditions set forth in the Privacy Policy and the Privacy Policies.

Without limiting anything set forth in the Privacy Policy, you acknowledge and agree the COTA T&E may share your personally identifiable information (including, without limitation, your name, address and email address) with its parent, subsidiary, member and other affiliated companies and with other third parties in connection with the operation of our and/or their business.

Examples include: (a) payment processing and authorization, (b) fraud protection and credit risk reduction, (c) product and service customization, (d) order fulfillment, (e) shipping, (f) marketing and promotional material distribution for various events, (g) website evaluation, (h) data collection, storage, management, and analysis, (i) internet-based, targeted and/or online behavioral advertising, (j) COTA T&E's and its affiliates, partners (e.g., COTA, Elevate Sports Ventures Inc.), and/or (k) any other services designed to assist us and/or our affiliates in maximizing our and/or their business potential and profits.

### **Registered Seller of Travel**

Overseas Travel of Florida LLC, DBA COTA T&E is a licensed seller of travel No: ST32773

Separate supplier terms and conditions will apply to your reservation and purchase of travel-related goods and services that you select. You agree to abide by the terms and conditions of purchase imposed by COTA T&E and any supplier with whom you elect to deal, including, but not limited to, payment of all amounts when due and compliance with the supplier's rules and restrictions regarding availability and use of products, or

services. You understand that any violation of any such supplier's conditions of purchase may result in cancellation of your reservation(s) or purchase, in your being denied access to any hotels, activities, or means of transportation, in your forfeiting any monies paid for such reservation(s) or purchase. You shall be completely responsible for all charges, fees, duties, taxes, and assessments arising out of your travel bookings through access provided by COTA T&E.

### **COVID-19: Event Protocols, Assumption of Risk, and Release**

The Event Organizers have undertaken a number of measures to help mitigate the risk transmission of COVID-19 and other contagious illnesses, and the Event(s) may have enhanced health and safety measures in place due to the COVID-19 outbreak in order to prevent further spread of COVID-19. Purchaser (as well as any of Purchaser's guests/ invitees) may be required to follow any policies or protocols put in place by the local, state, or federal governments, COTA T&E, the venue owner and/or operator, or any Event organizer in order to attend the Event, which may include, but not be limited to, masking, proof of vaccination, or negative COVID-19 test (collectively, the "Protocols").

Refunds will not be provided in the event you are denied access to an Event for failure to follow such Protocols. Additionally, Purchaser and its guests should refrain from attending the Event if they believe they have come into contact with COVID-19 or are not feeling well. Purchaser, on behalf of itself and its guests/ invitees (including minors accompanying Purchaser or its guests/ invitees) acknowledge that COVID-19 is extremely contagious and that despite the measures COTA T&E, the venue owner and/or operator, or any Event organizer have implemented to help mitigate the risk of transmission, the elimination of risk of exposure and infection to COVID-19 is not currently possible, in connection thereto it shall be the sole responsibility of Purchaser, as well as any of Purchaser's guests/ invitees, including on behalf of any minors accompanying any of the foregoing, to utilize their best efforts to avoid any action or omission which may jeopardize their own safety or the safety of others.

IN FULL KNOWLEDGE AND COMPLETE ASSUMPTION OF ALL OF THE RISKS, PURCHASER, FOR ITSELF AND ON BEHALF OF ITS GUESTS/ INVITEES (INCLUDING MINORS ACCOMPANYING PURCHASER OR ITS GUESTS/ INVITEES) (COLLECTIVELY, THE "RELEASING PARTIES"), HEREBY IRREVOCABLY AGREES THAT THE RELEASING PARTIES WILL NOT SUE OR CLAIM AGAINST THE RELEASEES (AS DEFINED BELOW) FOR ANY INJURY, ILLNESS, DAMAGE, LOSS OR HARM TO ANY RELEASING PARTY OR SUCH RELEASING PARTY'S PROPERTY OR THE RELEASING PARTY'S DEATH OR DISABILITY, WHETHER IN CONNECTION WITH THE ILLNESS(ES), HARM(S), OR OTHERWISE, RESULTING OR ARISING OUT OF OR IN ANY WAY RELATED TO PREPARATION FOR, TRAVEL FOR, ATTENDANCE AT, AND PARTICIPATION IN THE EVENT AND USING THE BENEFITS AND ELEMENTS OF THE PURCHASE INCLUDING, WITHOUT LIMITATION, INCLUDED SERVICES AND THIRD-PARTY PROVIDED SERVICES PURCHASED HEREUNDER.

## **Search, Background Check, Ejection and Termination**

You and your belongings may be searched upon entry to, or otherwise in connection with your attendance at any of the Events included in your Purchase. You hereby consent to such searches and any other security protocols or Protocols (as defined above), and forever waive any and all related claims that could arise. If you elect to withdraw such consent to such searches or fail to follow any Protocols, you may be denied access to an Event, or removed from an Event, without refund or other compensation. Under certain facility rules, certain items may not be brought into certain events or premises, including, without limitation, alcohol, drugs, controlled substances, weapons of any kind (including toy weapons), professional cameras and recording devices, laser pointers, strobe lights, irritants, various forms of containers, and any other item noted as prohibited or other information released by us. From time to time in relation to an event involving up-close interactions with celebrities, officials, or other VIPs, you and your guests may be subject to a criminal background check prior to such event. You (on your behalf and their behalf) consent to such background checks and waive any related claims that may arise. If you and/or your guests elect not to consent to such background checks, we may cancel your purchase in our discretion. Breach of this Policy, the Protocols, or any of COTA's or any applicable third party's terms, conditions, rules or policies will terminate your license to attend the Event without refund or other compensation.

## **Representations and Warranties**

Without limiting anything set forth in this Policy, you hereby represent and warrant that (a) you will not violate any applicable laws, ordinances and/or regulations at or in connection with the Event and/or activities corresponding to your transactions with COTA T&E and/or via the Ticketing Website; (b) you are of sufficient legal age and authority to enter into any transaction with COTA T&E and/or via the Ticketing Website, to attend the Event, and to create legal binding obligations for any liability you may incur as a result of entering into this Policy; (c) you are an authorized user of the credit or debit card used enter into any transaction with COTA T&E and/or via the Ticketing Website; (d) you shall at all times be in compliance with any and all terms, conditions, policies and rules set forth by COTA T&E and/or any applicable third party; (e) you have obtained any and all passports, visas, health information and/or other permission necessary in connection with your transaction with COTA T&E and/or via the Ticketing Website; and (f) you will not attempt to charge back your purchase with your bank or credit card company.

## **Disclaimers**

ALL PRODUCTS, GOODS AND SERVICES IN CONNECTION WITH A PURCHASE OR THE EVENT, OR YOUR USE OF A MOBILE APPLICATION, ARE PROVIDED "AS IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. ON EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, AS TO HABITABILITY, MERCHANTABILITY,

FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, NON-INFRINGEMENT, AND SECURITY AND ACCURACY, AS WELL AS ALL WARRANTIES ARISING BY USAGE OR TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS.

You acknowledge and agree that by purchasing a ticket to the Event and/or attending the Event and/or using any corresponding travel services and amenities, you may be engaging in activities that may involve risk of serious injury, including permanent disability and death, property loss and severe social and economic losses. These risks include, without limitation, those caused by or in connection with: (a) the actions, inactions or negligence of a third party, and participants, volunteers, performers, guests and spectators at the Event; (b) conditions of any premises or equipment used; (c) temperature and/or weather; (d) condition of other participants or guests; (e) vehicular traffic; (f) offensive language or other vulgar or obscene material or actions; and (g) other risks that are not known or foreseeable at this time.

LOUD MUSIC AND SPECIAL EFFECTS WARNING: Attendees of the Event may be subject to extremely loud music and sounds, as well as race cars, strobe, hydro, pyrotechnic, animatronic, fireworks, lighting and other special effects, including, without limitation, flashing lights, rapidly changing or alternating images, the use of fog, haze or smoke with theatrical stage lighting, laser projections and fireworks. Women who are pregnant and/or individuals who suffer from certain health conditions, including seizures, light sensitivity or any other health condition that could be aggravated by these special effects should consider this warning before entering or remaining on the Event premises, as such special effects may cause or induce seizures, diminished or hearing loss and other health conditions.

ALL THIRD PARTIES ARE INDEPENDENT CONTRACTORS AND NOT AGENTS OR EMPLOYEES OF COTA T&E. COTA T&E IS NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES OR NEGLIGENCE OF ANY SUCH THIRD PARTIES OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING THEREFROM. COTA T&E SHALL HAVE NO LIABILITY IN THE EVENT OF ANY DELAY, CANCELLATION, OVERBOOKING, STRIKE, FORCE MAJEURE OR OTHER CAUSES BEYOND ITS DIRECT CONTROL, AND IT HAS NO RESPONSIBILITY FOR ANY ADDITIONAL EXPENSE, OMISSIONS, DELAYS OR ACTS OF ANY GOVERNMENT OR AUTHORITY.

### **Release and Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, IN WHOLE OR IN PART, COTA T&E, THE RELEVANT EVENT ORGANIZER/PRODUCER, ELEVATE SPORTS VENTURES INC., OVERSEAS TRAVEL OF FLORIDA LLC, AND/OR ANY OF THEIR DIRECTORS, OFFICERS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, OWNERS, MEMBERS, EMPLOYEES, AFFILIATES OR OTHER REPRESENTATIVES (COLLECTIVELY, THE "RELEASEES") WILL NOT BE LIABLE FOR, AND YOU HEREBY RELEASE THE RELEASEES

FROM AND AGREE NOT TO SEEK ANY CLAIM AND/OR RELIEF (INCLUDING INJUNCTIVE OR OTHER EQUITABLE RELIEF) INVOLVING, LOSS OR DAMAGES (WHETHER DIRECT OR INDIRECT AND WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE) ARISING OUT OF OR IN CONNECTION WITH YOUR PURCHASE, THE USE OF OR INABILITY TO USE A PERSONAL RECORDING OR MOBILE APPLICATION, THE MATERIALS AND/OR FACILITIES OR PRODUCTS, GOODS AND/OR SERVICES OFFERED AT OR IN CONNECTION WITH THE EVENT, INCLUDING, BUT NOT LIMITED TO, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES, LOSS OF DATA, INCOME, PROFIT OR OPPORTUNITY, LOSS OF OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES (EVEN IF ONE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES, OR SUCH LOSS OR DAMAGES WERE REASONABLY FORESEEABLE). IF THIS CLAUSE IS UNENFORCEABLE IN WHOLE OR IN PART IN ANY JURISDICTION DUE TO RELEVANT LAWS, THEN IN NO EVENT SHALL THE TOTAL LIABILITY TO YOU OF THE RELEASEES FOR ALL DAMAGES, LOSSES, AND CLAIMS (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, DIRECTLY TO COTA T&E FOR ANY CORRESPONDING PRODUCTS, GOODS AND/OR SERVICES. UNLESS OTHERWISE PERMITTED BY LAW, NO ACTION ARISING OUT OF OR RELATING TO THIS PURCHASE POLICY OR THE TRANSACTIONS IT CONTEMPLATES MAY BE COMMENCED AGAINST EXPERIENCES MORE THAN 12 MONTHS AFTER THE BASIS FOR SUCH CLAIM COULD REASONABLY HAVE BEEN DISCOVERED.

### **Indemnification**

You agree to defend, indemnify and hold harmless the Releasees from and against any and all liabilities, claims, damages, costs and expenses, including attorneys' fees, arising out of or in connection with (a) your transaction with COTA T&E and/or use of the Ticketing Website; (b) your violation or breach, or alleged violation or breach, of this Policy or other applicable policies, including, without limitation, all representations, warranties, terms, conditions, covenants, acknowledgments and agreements herein; (c) your attendance at or in connection with the Event, including, without limitation, any Removal Behavior or other actions or omissions by you; and/or (d) your use of website. We reserve the right to take exclusive control and defense of any claim, and you will cooperate fully with us in asserting any available defenses.

### **Governing Law, Disputes, Including Mandatory Arbitration and Class Action Waiver**

Subject to the provisions of applicable law, this Policy is governed in accordance with the laws of Florida, United States of America, without regard to its conflict of law provisions. You and COTA T&E hereby expressly consent and submit to the exclusive jurisdiction of the state and federal courts of Florida, United States of America for the adjudication or disposition of any claim, action or dispute arising out of this Policy. Notwithstanding anything to the contrary contained in this Policy, You and COTA T&E hereby waive any

and all rights to a judicial determination of any dispute or claims related to this Policy, including the right to trial by jury, and any and all disputes, claims, or causes of action between the parties arising out of or concerning this Policy or any alleged breach thereof by either party, and agree to resolve any disputes or claims through binding arbitration. Any dispute or claim relating in any way to the products or services sold or distributed by us or through us, will be resolved by binding arbitration rather than in court, with the following exceptions:

You may assert claims in small claims court if your claims apply;

In the event that the arbitration agreement in this Policy is for any reason held to be unenforceable, any litigation against us (except for small-claims court actions) may be commenced only in a federal or state court located within Florida, and we both consent to the jurisdiction of those courts for such purposes.

The arbitration agreement in this Policy is governed by the Federal Arbitration Act (FAA), including its procedural provisions, in all respects. This means that the FAA governs, among other things, the interpretation and enforcement of this arbitration agreement and all of its provisions, including, without limitation, the class action waiver discussed below. State arbitration laws do not govern in any respect.

This arbitration agreement is intended to be broadly interpreted and will survive termination of this Policy. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to the extent permitted by law to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this Policy, including, but not limited to any claim that all or any part of this Policy is void or voidable. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow this Policy as a court would.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to COTA T&E, 814 Ponce de Leon Blvd, Suite 400, Coral Gables, FL 30305, Attn: Legal. You may choose to have the arbitration conducted by telephone, based on written submissions, or in Miami, FL. In the event that the location of the Arbitration is for any reason held to be unenforceable, the Arbitration shall take place in person in the county where you live or at another mutually agreed location.

BY MAKING YOUR PURCHASE, YOU AGREE TO WAIVE ANY RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION. We each agree that the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding, and that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If this specific provision is found to be unenforceable, then the entirety of this arbitration section will be null and void and neither of us will be entitled to

arbitrate our dispute. If any provision of this Policy shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Policy and shall not affect the validity and enforceability of any remaining provisions.

UNDER CALIFORNIA CIVIL CODE SECTION 1789.3, CALIFORNIA LICENSEE'S ARE ENTITLED TO THE FOLLOWING SPECIFIC CONSUMER RIGHTS NOTICE: THE COMPLAINT ASSISTANCE UNIT OF THE DIVISION OF CONSUMER SERVICES OF THE CALIFORNIA DEPARTMENT OF CONSUMER AFFAIRS MAY BE CONTACTED IN WRITING AT 1625 NORTH MARKET BLVD., SUITE N 112, SACRAMENTO, CA 95834, OR BY TELEPHONE AT (916) 445-1254 OR (800) 952-5210.

### **Miscellaneous**

Nothing contained in this Policy will be deemed to constitute either party as the agent or representative of the other party, or both parties as joint venturers or partners for any purpose. You may not assign, delegate or transfer your rights, if any, or obligations under this Policy. COTA T&E may assign its rights and duties under this Policy without such assignment being considered a change to the Policy and without notice to you. The terms and conditions set forth in this Policy represent the entire understanding and agreement between you and COTA T&E relating to the precise subject matter herein and supersede any and all prior statements, understandings or agreements whether oral or written, and shall not be modified except in writing, signed by COTA T&E. Any waiver of any provision of these terms must be in writing signed by COTA T&E to be valid. A waiver of any provision hereunder shall not operate as a waiver of any other provision, or a continuing waiver of the same provision in the future. If any court of competent jurisdiction finds any provision of these terms to be void or unenforceable for any reason, then such provision shall be ineffective to the extent of the court's finding without affecting the validity and enforceability of any remaining provisions.

Updated March 14, 2022