

## Attendee Terms and Conditions

These are the terms (the “Agreement”) governing your attendance at and participation in any THE WHISKEY CLASSIC event (the “Event” or the “THE WHISKEY CLASSIC Events”). By registering for the Event you agree to these terms, which form a binding legal contract between INSPIRE PEOPLE MEDIA, LLC. (“INSPIRE”) and the registered attendee or participant (“you”). If you are registering on behalf of another individual, it is your responsibility to ensure the person attending is aware of these terms and accepts them. By completing the registration on behalf of another individual you are warranting that you have made the attendee or participant aware of these terms and that they have accepted these terms.

### 1 Attendee Requirements

1.1 Admittance. Your registration entitles you to admittance to the Event for which you have registered. Any and all other costs associated with your attendance (including without limitation travel and accommodation expenses) shall be borne solely by you, and THE WHISKEY CLASSIC shall have no liability for such costs.

1.2 Use of Likeness. By attending the Event you acknowledge and agree to grant THE WHISKEY CLASSIC the right at the Event to record, film, photograph, or capture your likeness in any media now available or hereafter developed and to distribute, broadcast, use, or otherwise globally to disseminate, in perpetuity, such media without any further approval from you or any payment to you. This grant to THE WHISKEY CLASSIC includes, but is not limited to, the right to edit such media, the right to use the media alone or together with other information, and the right to allow others to use or disseminate the media.

1.3 Event Content. You acknowledge and agree that THE WHISKEY CLASSIC, in its sole discretion, reserves the right to change any and all aspects of the Event, including but not limited to, the Event name, themes, content, program, speakers, performers, hosts, moderators, venue, and time.

1.4 Age Requirements. No one under the age of 21, including children in strollers accompanying their parents, will be admitted.

1.5 Identification. All attendees must provide one forms of identification: one government-issued photo ID.

1.6 Attendee Badge Usage. Attendee badges must be worn at all times in Event areas.

1.7 Visa Requirements. It is the sole responsibility of the attendee to take care of any government visa requirements. Attendees who require an entry visa should allow sufficient time

for the application procedure. Attendees should contact the nearest embassy or consulate to determine the appropriate timing of their visa applications. THE WHISKEY CLASSIC will not contact embassies and consulates on behalf of visa applicants or provide any other assistance relating to visa issues. Failure to obtain a visa in advance of an Event does not constitute a valid basis for obtaining a refund. Visa invitation requests will be accepted for our THE WHISKEY CLASSIC shows. Visa invitation requests are due no later than 10 business days prior to the show. Requests received after that will not be honored. In order for the Visa invitation to be processed, the name on the credit card used to register must match the name of the requestor.

## 2 Prohibited Conduct

2.1 Limitations on Use. By registering for a complimentary THE WHISKEY CLASSIC Events pass you agree not to sell, trade, transfer, or share your complimentary code or badge. By registering for a paid THE WHISKEY CLASSIC Event Pass, you agree not to share, sell or trade your badge.

2.2 Disruptive Conduct. You acknowledge and agree that THE WHISKEY CLASSIC reserves the right to remove you from the Event if THE WHISKEY CLASSIC, in its sole discretion, determines that your presence or behavior create a disruption or hinder the Event or the enjoyment of the Event by other attendees. All THE WHISKEY CLASSIC badges are the property of THE WHISKEY CLASSIC and must be returned to THE WHISKEY CLASSIC upon request.

2.3 Badge Misuse. Attendees wearing badges from previous THE WHISKEY CLASSIC Events or falsified badges and/or sharing or swapping badges will be immediately ejected from the Event and banned from future Events.

2.4 Photography, Recording, Live Streaming, and Videotaping. Attendees may not record or broadcast audio or video of sessions at THE WHISKEY CLASSIC Events. THE WHISKEY CLASSIC allows cameras on the show floor. Attendees may take pictures within the show for purposes of company or annual reports, company media pieces, marketing materials, etc.

2.5 In addition to the requirements and prohibitions set forth in this Section 2, THE WHISKEY CLASSIC may also exclude any prospective attendee from registering for or attending any Event, in INSPIRE'S sole discretion. Furthermore, THE WHISKEY CLASSIC reserves the right to cancel, in its sole discretion, any attendee's registration upon refund of the admission fees paid to THE WHISKEY CLASSIC; provided, however, that if an attendee is cancelled for violating any prohibition or requirement set forth in this Section 2, THE WHISKEY CLASSIC may retain all fees paid.

## 3 Fees

3.1 Payment. The payment of the applicable fees for the Event is due upon registration. If such payment is insufficient or declined for any reason THE WHISKEY CLASSIC may refuse to admit you to the Event and shall have no liability in that regard.

3.2 Taxes. The fees may be subject sales tax, value added tax, or other taxes and duties which, if applicable, will be charged to you in addition to the fees.

#### 4 Cancellation, Substitution, and Lost Badge Policy

4.1 There are no refunds for attendee tickets.

4.2 Attendee changes or substitutions made to any attendee registration can be done until the date of the Event.

4.3 Once you have received your badge on site, it cannot be changed, substituted, or reissued to a different person.

4.4 If your badge is lost, a replacement may be issued by requesting one at the ticket office.

#### 5 Registration Confirmation, THE WHISKEY CLASSIC Updates

5.1 Once you have completed your registration, you will receive your registration confirmation by email. Please ensure that your valid email is entered correctly on the registration form. Be sure, to check your junk email box in case any of your THE WHISKEY CLASSIC email(s) are caught by spam filters.

5.2 You will receive essential information for registered attendees electronically at the email address you provided on your registration form.

5.3 In addition, you will also begin to receive the THE WHISKEY CLASSIC email newsletter, if you were not previously on our mailing list.

6 Privacy Policy THE WHISKEY CLASSIC owns and operates THE WHISKEY CLASSIC Events and is committed to protecting the privacy of its attendees. THE WHISKEY CLASSIC does not rent, share, or sell your contact information or other personal information to any third parties.

#### 7 Intellectual Property

7.1 All intellectual property rights in and to the Event, the Event content, and all materials distributed at or in connection with the Event are owned by THE WHISKEY CLASSIC, its parent company INSPIRE PEOPLE MEDIA, LLC or the Event sponsors or speakers presenting at the Event. You may not use or reproduce or allow anyone to use or reproduce any trademarks including without limitation "THE WHISKEY CLASSIC" or other trade names appearing at the Event, in any Event content or in any materials distributed at or in connection with the Event for any reason without the prior written permission of INSPIRE PEOPLE MEDIA, LLC.

7.2 For the avoidance of doubt, nothing in this Agreement shall be deemed to vest in you any

legal or beneficial right in or to any trademarks or other intellectual property rights owned or used under license by INSPIRE PEOPLE MEDIA, LLC. or any of its Advertisers; nor does this Agreement grant to you any right or license to any other intellectual property rights of INSPIRE PEOPLE MEDIA, LLC. or its Advertisers, all of which shall at all times remain the exclusive property of INSPIRE PEOPLE MEDIA, LLC. and its Advertisers.

## 8 Disclaimer of Warranties, Limitation of Liability

8.1 THE WHISKEY CLASSIC gives no warranties in respect of any aspect of the Event or any materials related thereto or offered at the Event and, to the fullest extent possible under the laws governing this Agreement, disclaims all implied warranties, including but not limited to warranties of fitness for a particular purpose, accuracy, timeliness, and merchantability. The Event is provided on an “as-is” basis. The views, opinions, and positions expressed by the speakers, attendees, or sponsors at an THE WHISKEY CLASSIC Event are theirs alone and do not necessarily reflect the views, opinions, or positions of THE WHISKEY CLASSIC LLC or any employee thereof. THE WHISKEY CLASSIC makes no representations as to accuracy, completeness, timeliness, suitability, or validity of any information presented by speakers, attendees, or sponsors at an THE WHISKEY CLASSIC Event and will not be liable for any errors, omissions, or delays in this information or any losses, injuries, or damages arising from its display or use. THE WHISKEY CLASSIC does not endorse, and expressly disclaims all liability relating to, any of the products or services provided by speakers, attendees, or sponsors.

8.2 Except as required by law, neither THE WHISKEY CLASSIC nor its Advertisers shall be liable for any direct, indirect, special, incidental, or consequential costs, damages or losses arising directly or indirectly from the Event or other aspect related thereto or in connection with this Agreement.

8.3 The maximum aggregate liability of THE WHISKEY CLASSIC for any claim in any way connected with, or arising from, the Event or this Agreement, whether in contract, tort, or otherwise (including any negligent act or omission), shall be limited to the amount paid by you to THE WHISKEY CLASSIC under this Agreement.

## 9 Miscellaneous

INSPIRE'S failure to exercise any right provided for herein shall not be deemed a waiver of any further rights hereunder. THE WHISKEY CLASSIC shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond INPSIRE'S reasonable control. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub-licensable by you except with INSPIRE'S prior written consent. This Agreement shall be governed by the laws of the State of New Mexico and the parties shall submit to the exclusive jurisdiction of the New Mexico courts. A party that substantially prevails in an action brought under this Agreement is entitled to recover from the

other party its reasonable attorneys' fees and costs. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all modifications must be in writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you acknowledge that you do not have any authority of any kind to bind THE WHISKEY CLASSIC in any respect whatsoever.