

2024 Shambhala Music Festival Rules & Ticket Sales Policies

The following Rules & Policies form part of your sales agreement with Shambhala Music Festival Ltd. ("SMF Ltd.") for entry into the 2024 Shambhala Music Festival (the "Event"), which is held at the Salmo River Ranch, which is located 6km east of Salmo, British Columbia on Hwy #3 & #6 (the "Property"). A map of the Event location is provided on our website. Please ensure that you have read and understood the Event Rules and Policies. SMF Ltd. will rely on the application of these Rules and Policies in the event of a dispute over any of the matters set out below:

- 1. This is a 19+ Event:** As stated in the Release of Liability and Waiver Agreement, every participant **MUST BE 19 YEARS OF AGE OR OLDER** to enter the Event. There are no exceptions. Event staff will be verifying participants' age and you will be required to present a government-issued photo ID as a requirement for entry. Failure to present the required ID proving your identity and age will result in refused entry.
- 2. Exchanges and Refunds:** SMF Ltd. offers no exchange or refunds for tickets purchased for the Event, including advanced ticket sales, and whether the Event is terminated early, cancelled due to extreme weather, forest fire, acts of nature, government regulation or other conditions beyond the control of SMF Ltd. Please ensure that you will be able to attend the Event prior to purchasing your tickets.
- 3. Arrival Policy:** General Admission tickets include access to the Event from 8:00 a.m. Friday, July 26th. SMF Ltd. offers early access to the festival grounds from Tuesday, July 23rd, 2024 for a fee. Early Entry Fee rates will be released on the Event website prior to the festival. The Ticket Gate opens at 6:00 a.m. sharp on Tuesday, July 23rd, 2024. Festival guests arriving before this time will not be allowed entry into the Event.
- 4. Online User Portal Account:** All approved online sales will automatically generate an individual User Portal under the purchaser's e-mail address. Upon receiving payment SMF Ltd. will email a transaction receipt which includes the Order ID # and instructions on how to log in to the User Portal to view the order online. The User Portal allows participants to review their order, update payment details for a payment plan, transfer items to another person and update other personal information. Closer to the festival date all participants will need to log into their User Portal to download their ticket to gain access to the festival. SMF Ltd. will email participants with instructions regarding how to download their tickets prior to the festival.

5. Data Collection Clause for Event Website:

Types of Data Collected:

We may collect the following types of personal and non-personal information from users:

- Personal Information: Name, email address, phone number, postal address, and any other information voluntarily provided by users during registration or ticket purchase.
- Non-Personal Information: Browser information, device type, IP address, cookies, and usage data collected through analytics tools.

Purpose of Data Collection:

We collect user data for the following purposes:

- Event Registration: To facilitate event registration and ticket purchase.
- Communication: To send event updates, confirmations, and important information related to the event.
- Analytics: To analyze user behavior on our website and improve our services.
- Marketing: To send promotional materials or offers related to our events with user consent.

Data Sharing:

We may share user data with the following third parties:

- Event Organizers: Information provided during event registration may be shared with the event organizers.
- Service Providers: We may use third-party service providers for payment processing, analytics, and marketing. These providers may have access to user data as necessary for their services.

Data Security:

We take reasonable measures to protect user data. However, please be aware that no method of online transmission or storage is entirely secure.

User Rights:

Users have the following rights regarding their data:

- Access: Users can request access to their personal data we have collected.
- Rectification: Users can request corrections to inaccurate data.
- Deletion: Users can request the deletion of their data, subject to legal obligations.
- Opt-out: Users can opt-out of receiving marketing communications.

Cookies and Tracking Technologies:

We use cookies and similar tracking technologies to enhance the user experience and gather information about user interactions with our website.

By using our website and providing your information, you agree to the terms outlined in this data collection clause and our privacy policy.

- 6. Images taken at the Event:** While performing, attending, volunteering, and/or working at SMF Ltd. you consent to be photographed and/or filmed. Your image, your voice, any performance, any art and any likeness may be used for festival promotional purposes (unless otherwise stated in the contract). This footage may be displayed or disseminated without your consent or payment of compensation to you and you release SMF Ltd. from any legal liability for such filming, photographing or dissemination. Any media, photography or video, taken on the Property is subject to a mandatory, non-exclusive license to SMF Ltd. for promotional purposes. Any professional photography and videography is ONLY permitted on festival grounds with an official SMF Ltd. photo, video or press pass. Other than for personal use, all images, film or video obtained at the festival may not be used without the prior written permission of SMF Ltd.
- 7. Parking:** Parking is provided in a designated area on the Property. Shuttle transportation is available, for all Participants travelling between the designated parking area and the Event grounds. Due to the high volume of traffic entering the Property from Highway #3, SMF Ltd. works in coordination with law enforcement to control and direct traffic entering the Festival. Participants are to obey all traffic signs and directions to ensure safe, orderly entry and exit from the Festival. Participants of SMF Ltd. MUST NOT park on the shoulder of Highway #3 and must obey all traffic rules.
- 8. Camping:** General Admission tickets include free camping in the designated areas. Participants must only camp in these designated areas on the Property. SMF Ltd. reserves the right to remove participants and their personal effects for any participants found camping outside the designated areas.
- 9. Vehicle and personal effects search:** Participant admission is subject to compliance with all laws and facility rules and regulations. Participants must consent to reasonable examination & searches to ensure compliance with all provincial & federal laws, and facility rules & regulations. Please ensure you have consulted the banned items list: <https://www.shambhalamusicfestival.com/plan-your-journey#packing-list>
- 10. Alcohol and illegal substances:** Shambhala Music Festival is an alcohol-free event. Any alcohol found in searches will be confiscated and dumped. Additionally, matters involving illegal substances will be turned over to the RCMP.

11. ShambhaLodging: SMF Ltd. offers limited availability for exclusive camping sites under the branding “ShambhaLodging.” ShambhaLodging consists of three designated areas on the Property as follows: Riverside, Central Park and Enchanted Woods. All ShambhaLodging locations are subject to the same rules and policies:

- a. Camp within your allocated site:** Participants of ShambhaLodging will be assigned a designated site. Participants must only set up their campsite within that designated space. Those failing to do so will be asked to reconfigure their equipment to comply with this rule or risk having their service cancelled with no refund.
- b. No Site Reservations:** At this time, ShambhaLodging guests cannot reserve a specific ShambhaLodging campsite. Campsites will be assigned by Event organizers at the ShambhaLodging check-in. ShambhaLodging guests wishing to camp in a group are encouraged to arrive at check-in together and are also encouraged to carpool.
- c. ShambhaLodging Parking:** Unless otherwise specified, each ShambhaLodging package is allocated a single parking spot. Parking will be assigned on a first-come, first-serve basis and all guests should be prepared to use the Free Parking Lot if necessary. Participants’ vehicles found parked in unauthorized locations will be towed at the owner’s expense.

12. Payment Plan: SMF Ltd. offers Event tickets and ShambhaLodging sales on an installment basis (the “Payment Plan”). The availability of ticket and ShambhaLodging services purchased under the Payment Plan is limited and the following policies apply:

- a. Payment Plans Are Available Only on the Website:** Participants seeking to engage in a Payment Plan must indicate so at the time of “checkout”.
- b. Payment Frequency:** Participants may select the frequency of their payment installments. The payment amounts and dates will be displayed at checkout and will be sent out in the “order confirmation” email issued after ticket purchase by the Event organizers. The first installment must be paid immediately at the time of purchase. Guests can review their payment schedules via their User Portal accounts.
- c. Important Dates:** All payment installments must be completed no later than June 21, 2024. Failure to do so will result in the cancellation of your ticket, with a credit applied to your account.

- d. **Pre-Authorized Payments:** By choosing the Payment Plan options, you hereby authorize SMF Ltd. to collect monthly payments from your credit card as set out in the agreed-upon payment schedule.
- e. **Providing Accurate Information:** Any Participant who seeks to use the Payment Plan must:
 - i. Provide accurate contact details in your online purchase order.
 - ii. Ensure sufficient funds available on the subject credit card to pay the scheduled installment payments throughout the payment period.
 - iii. Contact SMF Ltd. regarding any dispute prior to the monthly payment due date. If a Participant believes a payment has been initiated incorrectly, they must email sales@shambhalamusicfestival.com immediately to address the issue.
- f. **Cancellation of Payment Plan:** Cancellation of a Payment Plan order must be made PRIOR to the final installment owing. Orders can only be cancelled while in the agreed-upon payment schedule. Once the final payment has been made, there is no cancellation option available to the Participant. Cancellations will not result in a refund but may be credited to the ticket purchaser's online account for a future Event purchase.
- g. **Credit of Cancelled Payment Plan:** If a Payment Plan is cancelled WITHIN the agreed upon payment schedule (before all installments have been completed), SMF Ltd. may issue a credit to the Participant's online account for future Event purchases. A credit for the total paid will be issued, less fees.
- h. **Cancellation is Final:** Once a cancellation of a Payment Plan occurs, the relevant tickets and/or ShambhaLodging camping order are released and will be offered for sale to other Participants.

13. Conduct: All Participants must comply with our code of conduct outlined here: <https://www.shambhalamusicfestival.com/health-safety-harm-reduction>. Any participant who violates this Code of Conduct may be immediately removed from the festival grounds and have their Festival Wristband and parking/camping privileges revoked, without refund. Law enforcement may be notified.

Release of Liability and Waiver Agreement

This Release of Liability and Waiver Agreement ("Release") is made and provided by the person signing below ("Participant") to participate in the 2024 Shambhala Music Festival ("Event") and all of the activities attendant at the Event ("Activities"), including the camping services provided under the branding "ShambhaLodging", as hosted by Shambhala Music Festival Ltd. ("SMF Ltd."), a British Columbia corporation and located at the Salmo River Ranch on Highway #3 in British Columbia

("Property"), and for other good and valuable consideration, Participant agrees to all Terms set forth in this Agreement.

Participant acknowledges that entering into this Release is required as a condition to participating in the Event. The Effective Date of this Release is on the date of its execution and delivery by the Participant.

1. Assumption of Risk. Participant understands and is aware that the Activities involve inherent risks, dangers, and hazards. The Activities include, but are not limited to, dancing, walking, swimming, camping and general recreation in conjunction with using the facilities and amenities located on the Property. The Participant may sustain serious injury, including but not limited to temporary or permanent disability, paralysis, death, and property damage. Such risks and dangers may be caused by the Participant's own actions or inactions, the actions or inactions of others who are also participating in the Activities, the condition of the Property, adverse weather conditions, the conduct of other Participants at the Event, or the negligence of SMF Ltd., its affiliates, and their respective directors, officers, employees, agents, representatives, shareholders, successors, and assigns ("Releasees"). PARTICIPANT VOLUNTARILY AND FREELY ASSUMES ALL RISKS, DANGERS, AND HAZARDS THAT MAY OCCUR PURSUANT TO PARTICIPATING IN THE ACTIVITIES, INCLUDING THE RISK OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY NEGLIGENCE OF THE COMPANY OR OTHERWISE.

2. Participant's Representations. Participant acknowledges and represents that: (1) Participant is qualified to participate in the Activities and is 19 years of age or older; (2) Participant will at all times wear appropriate attire for an outdoor music festival and while participating in the Activities as an attendee of the Event; (3) Participant understands that unless they have purchased specific ShambhaLodging packages, they are responsible for their own provision of overnight sleeping gear should they be camping at any time during the Event; (4) Participant shall at all times follow all the rules and regulations for the Activities and of the Property, including rules governing the Shambhalodging camping services offered by SMF Ltd., and any other rules and regulations that may be established or modified by SMF Ltd., which are presently attached to this Agreement as "Schedule A – 2024 Shambhala Music Festival Rules & Ticket Sales Policies"; (5) Participant has informed themselves about the Activities that will be involved in the Event, either by previous participation in the Activities or pursuant to his or her investigation; (6) Participant will not consume or be under the influence of any alcohol or drugs at any time of participating in the Activities; and (7) Participant has fully read and understands each of the provisions of this Release and acknowledges that the Participant is voluntarily waiving substantial legal rights, including the right to sue SMF Ltd. and the Releasees.

3. Release from Liability. Participant hereby agrees to waive and release any and all claims which Participant has or may have in the future against SMF Ltd. and the Releasees arising from the participation of the Activities for any injury, temporary or permanent disability, death, damages, liabilities, expenses, costs, and/or causes of action, now known or hereinafter known in any jurisdiction in the world, whether caused by the negligence of SMF Ltd., the Releasees, or by any other reason. Participant acknowledges and agrees that this Release is a complete release of any responsibility of SMF Ltd. and the Releasees for any injury, temporary or permanent disability, death, damages, liabilities, expenses, costs, and/or causes of action sustained by the Participant while participating in the Activities.

4. Indemnification. Participant agrees to indemnify, defend, and hold SMF Ltd., along with Releasees, harmless from and against any third-party claims, losses, liabilities, damages, expenses, and costs, including reasonable outside attorneys' fees and court costs, to the extent arising out of the Participant's participation in the Activities, whether or not arising out of SMF Ltd. and its Releasees' (1) negligence or willful misconduct; (2) violation of applicable law; or (3) material breach of any of the terms of this Release, and/or the Code of Conduct provided on the SMF Ltd. website at <https://www.shambhalamusicfestival.com/health-safety-harm-reduction>.

5. No Duty to Supervise. Participant acknowledges and agrees that he or she is aware that SMF Ltd. and the Releasees have no duty to supervise the Activities of the Participant. The Releasees

assume no responsibility or liability for the acts or omissions of SMF Ltd., the Releasees, or any such related persons.

6. **COVID – 19.** Participant acknowledges that the COVID-19 virus is highly contagious and may result in serious injury or death. As a condition of your ticket purchase, and by entering the Event you voluntarily agree to assume all risks and accept sole responsibility for any injury, illness, damage, loss, claim, liability, or expenses, of any kind, that you may experience or incur as a result of contracting the COVID - 19 virus.

7. **Entire Agreement.** This Release is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the parties, whether written, oral, electronic, or otherwise. Except as expressly provided in this Release, there are no representations, warranties, conditions, other agreements or acknowledgements, whether direct or collateral, express or implied, that form part of or affect this Release.

8. **Governing Law.** This Release shall be governed by, and construed and enforced in accordance with, the laws in force in British Columbia, excluding any conflict of laws rules or principles which might refer such construction to the laws of another jurisdiction. The Parties hereto agree to submit to the exclusive jurisdiction of the courts of British Columbia and waive any objection relating to improper venue or inconvenience forum to the conduct of any proceeding in any such court.

9. **Severability.** In the event that any term or provision, or any portion of a provision, of this Release is held to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement.

This Release of Liability and Waiver Agreement is available for download here: <https://www.shambhalamusicfestival.com/terms-conditions> Please take the time to download this document and review the same with a lawyer if you are unsure of the meaning and implications of any of its terms. By digitally signing this Agreement, you acknowledge that you have had time to inform yourself of the meaning and implications of the document and you have read and understood all the Terms.