

**LAS VEGAS EVENTS**  
**Terms of Use**

**Effective/Updated as of April 12, 2023.**

**THESE TERMS OF USE CONTAIN A MANDATORY ARBITRATION PROVISION, CLASS ACTION WAIVER AND JURY TRIAL WAIVER. PLEASE CONTINUE READING FOR ADDITIONAL INFORMATION.**

**1. Introduction.** Las Vegas Events and its affiliates and related entities (collectively, “Company,” “us,” or “we”) offers this website or any other websites, mobile apps, or other online media under our operation and control (collectively, the “Site”) to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the “Terms”). The content available on our Site is intended to be used by residents of the United States, only.

The Site is available only to individuals and entities that can form legally binding contracts under applicable law. Without limiting the foregoing, the Site and the services offered by the Site are not available to minors. If you do not qualify, stop using the Site immediately.

**By accessing, using, visiting, viewing, transmitting, caching, storing and/or otherwise utilizing the Site, YOU HAVE AGREED TO, AND ARE LEGALLY BOUND BY, THE TERMS. IF YOU DO NOT AGREE TO THE TERMS, CEASE USING THE SITE IMMEDIATELY.**

**2. Modification of These Terms.** We reserve the right in our sole discretion to change, modify, add, or remove the terms, conditions, and notices under which the Site is offered. It is your responsibility to check periodically for any changes we may make to these Terms. Your continued use of this Site following the effective date of changes to these Terms or other policies means you accept and consent to the changes.

**3. No Unlawful or Prohibited Use.** As a condition of your use of the Site, you warrant to us that you will not use the Site for any purpose that is unlawful or prohibited by these Terms, conditions, and notices. You will comply with all applicable laws, including but not limited to, privacy laws, intellectual property laws, export control laws, regulatory requirements, etc.

You will use the Site in a professional manner, and you may not use the Site in any manner that could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided through the Site.

In the event you gain access to information or material not intended to be accessed by you, you agree that you will immediately notify us and destroy all copies of such information in your possession and not forward such information to any third-parties. For this notice we may be contacted at [marketing@lasvegasevents.com](mailto:marketing@lasvegasevents.com).

You will not use any robot, spider, other automatic device, or manual process to monitor or copy the Site or the contents or information contained therein without our prior express written consent. You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted through the Site. You agree that you will not mirror, copy, reproduce, alter, modify, create derivative works, or publicly display any content

(except for any information in which you have an ownership interest) from the Site without our prior express written consent or the appropriate third party.

You will not frame, scrape, data-mine, extract, or collect the content of the Site in any form or manner.

The information you provide to us (i) shall not contain any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; and (ii) shall not create liability for us or cause us to lose (in whole or in part) the services of our ISPs or other suppliers.

**4. Use of Communication Services.** The Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or within a group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Site or another's computer.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
- Conduct or forward surveys, contests, pyramid schemes or chain letters.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, including e-mail addresses, without their consent.

- Violate any applicable laws or regulations.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you download the materials.

Note that we have no obligation to monitor the Communication Services. However, we reserve the right in our sole discretion to review all activity and materials related to the Communication Services and to stop activity and remove any materials at any time, for any reason, without notice to you. We also reserve the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

Further, we reserve the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in our sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. The Company does not control or endorse the content, messages or information found in any Communication Service and, therefore, the Company specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized Company spokespersons, and their views do not necessarily reflect those of the Company.

**5. Information Provided to the Company or Posted at Any Company Web Site.** We do not claim ownership of the materials or information you provide to us (including feedback and suggestions) or post, upload, input or submit to any Site or its associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting us, our affiliated companies and necessary sub licensees permission to use your Submission in connection with the operation of the Site and its businesses including, without limitation, the rights to: utilize, copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission, except to the extent prohibited by law. None of the Submissions shall be subject to any obligation of confidence on our part and we shall not be liable for any use or disclosure of any Submissions. Without limitation of the foregoing, we shall be entitled to unrestricted use of the Submissions for any purpose without compensation to the provider of the Submissions. All personal information provided to this Site will be handled in accordance with the Site's online Privacy Policy, the terms of which are incorporated into the Terms. The Privacy Policy can be accessed [here](#).

We are under no obligation to post or use any Submission you may provide and may in our sole discretion remove any Submission at any time, for any reason, without notice to you.

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

We do not control the information provided by other users which is made available through the Site. You may find another user's information to be offensive, harmful, inaccurate, or deceptive. Please use caution and common sense when using the Site. Please note that there are also risks of dealing with people acting under false pretense.

**6. Links to Third Party Sites.** The Site may contain links to other web sites ("Linked Sites"). The Linked Sites are not under our control and we are not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. By providing these links, we do not endorse, sponsor or recommend such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site. We are not responsible for webcasting or any other form of transmission received from any Linked Site. We are providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by us of the site or any association with its operators. We reserve the right to disable links from any third-party sites to the Site.

Please exercise discretion while browsing the Internet and using the Site. You should be aware that when you are using the Site, you could be directed to other sites that are beyond our control. There are links to other sites from the Site pages that take you outside of the Site. For example, if you "click" on a banner advertisement or a search result, the "click" may take you off the Site. This includes links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control.

To the extent we list or link to third party products or services, our Site acts as the venue for suppliers to sell products and services (or, as appropriate, solicit offers to buy) and buyers to purchase such products and services. We are not involved in the actual transaction between buyers and suppliers. As a result, we have no control over the quality, safety or legality of the items advertised, the truth or accuracy of the listings, the ability of suppliers to sell items or the ability of buyers to buy items. We cannot ensure that a buyer or supplier will actually complete a transaction. We do not make any representations or warranties as to the security of any information (including, without limitation, credit card and other personal information) you might be requested to give any third party, and you hereby irrevocably waive any claim against with respect to such sites and third party content.

**7. Links to Third Party Integrations.** We may provide links to third party integrations. Third party integrations are websites or platforms that synchronize with our Site to provide you with additional functionality, tools, or services such as accepting job applications or providing locations.

You acknowledge and agree we are not responsible for the availability of such sites or resources and do not endorse and are not responsible or liable for any content, advertising, goods, services or other materials on, available through, or provided by such sites or resources.

We are not responsible for the privacy or other practices of such sites and cannot guarantee the security of any of your personal information that you provide or is collected by such sites. We encourage you to review the privacy policies and terms and conditions on those linked sites.

**8. Disclaimers and Limitation of Liability.** The Site and the materials located on or through the Site are provided by us for informational purposes only, with the understanding that we are by the provision of these materials not engaged in the rendering of legal, financial, or other professional advice or service. The information or materials contained in or through the Site are based upon sources believed to be accurate and reliable; however, we make no representation or warranty as to the accuracy, completeness or timeliness of the information or materials. The information and material on this Site should not be relied upon or used as a basis for making significant decisions without consulting primary or more accurate, more complete or timelier sources of information. Any reliance on the information or material on this Site is at your own risk. ADVICE RECEIVED VIA THE SITE SHOULD NOT BE RELIED UPON FOR PERSONAL, LEGAL OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION.

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES, TYPOGRAPHICAL ERRORS, OR OMISSIONS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. WE MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME. WE ARE NOT RESPONSIBLE FOR ANY TYPOGRAPHICAL, PHOTOGRAPHIC, TECHNICAL OR PRICING ERRORS LISTED ON OUR SITE.

WE MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. TO THE MAXIMUM EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, DESIGN, ACCURACY, CAPABILITY, SUFFICIENCY, SUITABILITY, CAPACITY, COMPLETENESS, AVAILABILITY, COMPATIBILITY OR ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY AND/OR ITS SUPPLIERS OR THIRD-PARTY CONTENT PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAYS, COMPUTER VIRUSES, LOSS OF USE, DATA OR PROFITS, UNAUTHORIZED ACCESS TO AND ALTERATION OF YOUR TRANSMISSIONS AND DATA, AND OTHER TANGIBLE AND INTANGIBLE LOSSES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FROM ANY ACTIONS WE TAKE OR FAIL TO TAKE AS A RESULT OF EMAIL MESSAGES OR OTHER COMMUNICATIONS YOU SEND US, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY

OR OTHERWISE, EVEN IF THE COMPANY OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

You agree that we are not responsible or liable in any way for injury, loss or damage to your computer or interception or use of credit card information, related to or resulting from use of the Site or any sites, services or materials linked or related thereto or therefrom and also are not responsible or liable in any way for any injury, loss, claim or damage relating to or resulting from any part of the Site operating or not operating on computers or networks used by you or communicating with such computers or networks.

**9. Payments.** To the extent that you access external websites through our Site, or through a link on our Site for the purpose of payment processing, those entities may have their own terms, conditions, privacy policies, data collection, and use and disclosure practices.

**10. SMS Communications Terms and Conditions.** By signing up for the Stay in the Loop text messaging program, as managed by Las Vegas Events, you are providing your express written consent to receive non-marketing and marketing text messages from us and others texting on our behalf, including text messages made with an automatic telephone dialing system, at the mobile telephone number(s) that you provide. You may opt-out of these communications at any time. Your consent to receive marketing text messages is not required to purchase any goods or services.

- *Message Frequency.* You will receive a maximum of two messages, on average, per week through our text messaging program. We reserve the right to alter message frequency at any time i.e. we may change the frequency of texts that you receive under this text messaging program. We will notify you via text if we change the frequency and provide you with the opportunity to opt out.
- *Cost.* Message and data rates may apply to each text message sent or received in connection with our text communications, in addition to any applicable roaming charges. Please contact your mobile telephone carrier for pricing plans. We do not impose a separate fee for sending our text messages.
- *How to Opt-Out.* To stop receiving text messages, simply text STOP. You will receive one additional text confirming your opt-out was processed.
- *Your Mobile Telephone Number.* You represent that you are the account holder for the mobile telephone number(s) that you provide. If you change your mobile telephone number, you are responsible for notifying us immediately. If you fail to notify us of a change, you agree to indemnify us in full for all claims, expenses, and damages related to or caused in whole or in

part by such failure, including, but not limited to, all claims, expenses, and damages related to or arising under the Telephone Consumer Protection Act.

By signing up for Stay in the Loop text messaging program and providing your mobile telephone number, you accept and agree to be bound by these SMS Terms and Conditions, the Site [Privacy Policy](#), the Terms of Use and any other applicable terms and agreements.

We reserve the right to terminate the text message program, in whole or in part, at any time without notice. The information in any message may be subject to certain time lags and/or delays. You are responsible for managing the types of SMS texts you receive.

**11. Electronic Communications Privacy Act Notice (18 U.S.C. 2701-2711).** We make no guaranty of confidentiality or privacy of any communication or information transmitted on the site or any web site linked to the site. We will not be liable for the privacy of the information, e-mail addresses, registration and identification information, disk space, communications, confidential or trade-secret information, or any other content transmitted over networks accessed by the site, or otherwise connected with your use of the site.

**12. Product Descriptions.** Although we intend that product and service descriptions contained in the Site be current and accurate, we make no warranty or representation that descriptions in the Site are accurate, complete, current, or reliable in any or all respects.

**13. Right to Cancel Orders.** We reserve the right to cancel or modify purchases, order for services, or enrollment in activities and promotions when we reasonably believe that a customer has engaged in fraudulent or inappropriate activity or under other circumstances where it appears that the purchases or reservations contain or resulted from a mistake or error.

**14. Availability of Products and Services.** The products and/or services described in and available through the Site may not be available in your country. We make no representation that the services or products offered in the Site are appropriate or available for use in any particular location. Those who choose to access the Site do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. If use of the Site and/or viewing or use of any material or content therein or services offered thereby violates or infringes any applicable law in your jurisdiction(s), you are not authorized to view or use the Site and must exit immediately. Your viewing and/or use of the Site constitutes your representation that you are unconditionally and without limitation permitted to view and use the Site and the Company and its affiliates, and their owners, partners, franchisees, subsidiaries, officers, each of such person's or entities' directors, employees, contractors, agents, licensors and suppliers (collectively, the "Indemnified Parties") may rely upon such representation. The Site is operated from the United States and it is possible that some software from the Site or the products and services offered on the Site may be subject to United States export controls. Products and services described on the Site and software downloaded or otherwise exported or reexported from the Site are not intended for sale, download or export (i) into (or to a national or resident

of any country that is subject to a U.S. or U.N. embargo or sanction or to anyone on the US Treasury Department's list of Specially Designated Nationals or anyone subject to the same or similar restrictions even if not listed or the US Commerce Department's Table of Deny Orders. downloading or using the software, products or services, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any of the above restricted lists or subject to such restrictions.

**15. DMCA Notices.** We comply with the applicable provisions of the Digital Millennium Copyright Act (DMCA). If you have a concern regarding the use of copyrighted material on the Site, please send a notice to the agent designated below and following the instructions that follow:

Designated Agent at [marketing@lasvegasevents.com](mailto:marketing@lasvegasevents.com).

Your notice must comply with the applicable provisions of the DMCA. In addition to submitting the notice in writing (written letter or email), the notice must contain the following:

- A physical or electronic signature of the copyright holder or a person authorized to act on his or her behalf;
- A description of the copyrighted work claimed to have been infringed and multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- A description of the material that is claimed to be infringing or to be the subject of infringing activity, and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail address;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

**16. Copyright and Trademark Notices.** The trademarks, logos, and service marks (collectively the "Trademarks") displayed on the Site are registered and unregistered Trademarks of the administrator(s) of the Site and others. Nothing contained on the Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the Sites without our written permission or the permission of such third party that may own the Trademarks displayed on the Sites. All contents of the Site are: Copyright 2023 Las Vegas Events/Wrangler National Finals Rodeo, All rights reserved. Any rights not expressly granted herein are reserved.



**17. Indemnification.** You agree to indemnify, defend and hold harmless the Company and its affiliates, and their owners, partners, franchisees, subsidiaries, officers, each of such person's or entities' directors, employees, contractors, agents, licensors and suppliers (collectively, the "Indemnified Parties"), from and against any and all allegations, demands, claims, liabilities, damages, fines, losses, expenses, penalties or costs of whatsoever nature, including reasonable attorneys' fees and court costs, and whether by reason of death of or injury to any person or loss of or damage to any property or otherwise ("Claims") arising or resulting in any way from any violation of these Terms, your use or activity on the Site, the services or products provided to you by of the Company through the Site or any related act or failure to act by you and whether or not occasioned or contributed to by the negligence of the Company or any agent or employee of the Indemnified Parties or any of them (except as and to the extent prohibited by applicable law) or Claims arising from your account, including, without limitation, any Claims related to infringement by you of the intellectual property rights of any person, including without limitation, copyright, patent, trade secret, trade mark, artist rights, droit moral, privacy, publicity or rights under other intellectual property laws.

Without limiting the foregoing, if you cause a technical disruption of the Site or the systems transmitting the Site to you or others, you agree to be responsible for any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys' fees and court costs, arising or resulting from that disruption. In the event that any Claim is made or any action or proceeding is brought against the Indemnified Parties, or any of them, arising out of or connected with the Terms, any such Indemnified Party may, by reasonable notice to you, require you, at your expense, to resist such Claim or take over the defense of any such action or proceeding and employ counsel for such purpose, such counsel to be subject to the prior written approval of such Indemnified Party, which approval shall be deemed to have been given hereby in the case of counsel acting for your insurance underwriters engaged in such resistance or defense. You shall cooperate with us in the defense of any Claim. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

**18. ARBITRATION.** Arbitration uses a neutral arbitrator to resolve a dispute instead of a judge or jury. It results in a final and binding decision that is subject to limited appellate review. By agreeing to arbitration, you waive the right to resolve your dispute through other available processes such as court or an administrative proceeding. An arbitrator must honor the terms in this Terms of Use and can generally award the same damages and relief a court can award under the law, including declaratory or injunctive relief. Certain rights that you might have in court such as access to discovery, may be unavailable or limited in arbitration.

**YOU AND THE COMPANY AGREE THAT ANY DISPUTE, CONTROVERSY OR CLAIM BETWEEN YOU AND THE COMPANY, ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, PRINCIPALS, MEMBERS, SUCCESSORS, ASSIGNS, SUBSIDIARIES, OR AFFILIATES (COLLECTIVELY FOR PURPOSES OF THIS SECTION, "COMPANY") ARISING OUT OF OR RELATING TO THESE TERMS OR THE SITE SHALL BE RESOLVED IN ITS ENTIRETY BY INDIVIDUAL (NOT CLASS WIDE OR COLLECTIVE) FINAL AND BINDING ARBITRATION.**

The arbitrator shall have sole authority to, and shall, address all claims or arguments by both parties, concerning the scope, formation, legality, and enforceability of this arbitration clause and the arbitrability of any claim or issue arising between you and the Company regardless of the date of accrual of such dispute or claim.

ARBITRATION PROCESS. Any arbitration will be held before a single neutral arbitrator and will be governed by the Consumer Arbitration Rules and the Consumer Due Process Protocol (collectively, "AAA Rules") of the American Arbitration Association ("AAA") as currently in effect, and as modified by these Terms, and will be administered by the AAA. You can find the AAA Rules online at <https://www.adr.org/consumer> or you can call the AAA at 800-778-7879 or write them at American Arbitration Association Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043 (the "AAA Notice Address"). All disputes shall be governed by the laws of the State of Nevada without regard to principles of conflict of laws. If there is a conflict between the AAA Rules and this arbitration clause and, the arbitrator shall resolve such conflicts so as to preserve the parties' mutual obligation to arbitrate claims on an individual basis.

You agree to first try to resolve the dispute or claim informally by contacting us in writing at 770 E. Warm Springs Road, Suite 160, Las Vegas, NV 89119. If the dispute or claim is not resolve within 60 days of submission, you agree that you or the Company may initiate arbitration. To initiate the arbitration process, you must send a letter with a request for arbitration and a description of your claim to the AAA and to the Company at 770 E. Warm Springs Road, Suite 160, Las Vegas, NV 89119. You may also send a copy to the AAA online at <https://www.adr.org>. The AAA's rules govern payment of all filing, administration, and arbitrator fees. You will be responsible for paying only your portion, if any, of the arbitration fees required under applicable AAA Rules regardless of which party prevails in the arbitration. Arbitration may be conducted at a location that is reasonably convenient for you. Upon request of either party, the arbitration shall be conducted via telephone to the extent permitted by the AAA Rules. The arbitrator will follow these Terms of Use and the award will be final and binding. At the conclusion of arbitration, the arbitrator shall issue a written decision explaining the basis for the award. Any awarded relief shall not exceed what is allowed by applicable law and the Terms of Use. The parties agree that any declaratory or injunctive award may be vacated or corrected on appeal by either party to a court of competent jurisdiction for an error of law or legal reasoning. The parties shall bear their own costs and fees for any appeal. Judgment on any arbitration award may be entered in any court of competent jurisdiction. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

If for any reason this arbitration clause is deemed inapplicable or invalid, you and we both waive to the fullest extent allowed by law, any claims to recover punitive or exemplary damages.

YOU AGREE THAT THIS ARBITRATION SECTION SHALL APPLY TO ANY DISPUTE OR CLAIM WITH OTHER PARTIES ARISING OUT OF OR RELATING TO THE TERMS OF USE AND SITE, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS SECTION, REGARDLESS OF THE DATE OF ACCRUAL, EXCEPT THAT YOU OR ANY SUCH THIRD PARTIES MAY TAKE CLAIMS TO SMALL COURT IF THEY QUALIFY FOR HEARING BY SUCH A COURT. IF ANY PORTION OF THIS LEGAL DISPUTES AND MANDATORY ARIBITRATION CLAUSE IS DETERMIEND BY A COURT TO BE INAPPLICABLE OR INVALID, THE REMAINDER OF THE CLAUSE SHALL STILL BE GIVEN FULL FORCE AND EFFECT

#### **19. WAIVER OF JURY TRIAL AND CLASS ACTION.**

IF FOR ANY REASON A DISPUTE OR CLAIM MAY PROCEED IN COURT RATHER THAN IN ARBITRATION, EACH PARTY TO THIS AGREEMENT IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY

ARISING OUT OF OR RELATING TO THESE TERMS OR THE SITE (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY), UNLESS SUCH WAIVERS ARE UNENFORCEABLE.

YOU AND THE COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; AND THAT CLASS, MASS, CONSOLIDATED OR COMBINED ACTIONS OR ARBITRATIONS OR PROCEEDINGS AS A PRIVATE ATTORNEY GENERAL ARE NOT PERMITTED.

EACH PARTY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVERS AND (B) ACKNOWLEDGES THAT THE PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS IN THIS SECTION 19.

**20.** Notwithstanding the foregoing, you or the Company may assert a claim in small claims court in the United States if the claim qualifies, provided the claim is brought and maintained solely as an individual claim. **Termination/Access Restriction.** We reserve the right, in our sole and absolutely discretion, to terminate your access to the Site and the related services or any portion thereof at any time, for any reason, without notice to you. This includes but is not limited to instances where you may show disregard for the Terms or act in an unacceptable manner, with the intent to annoy, abuse, threaten, or harass any other person, or in any other disruptive manner. We also reserve the right to refuse service, terminate accounts, remove or edit content or cancel orders in our sole and absolute discretion.

**21. Right to Cancel or Suspend Use of Site.** If for any reason any portion of the Site is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond our reasonable control which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Site, we reserve the right (but not the obligation) in our sole and absolute discretion, to prohibit you and any other individual or entity from using the Site, and to cancel, terminate, modify or suspend the Site or any portion thereof and void such information.

**22. Mobile Application Users.** The Terms apply to your use of any version of the NFR Experience mobile application ("App"). If you do not agree to these Terms, you must uninstall the App. If the event we terminate your access to the App, you agree to immediately uninstall the App. Please note that our App may not be compatible with your device or mobile carrier. You are responsible for all mobile, data, or other charges or costs you incur, including but not limited to charges related to downloading, installing, accessing and or using the App. We reserve the right in its sole discretion to make changes, updates or corrections to the App, cease providing certain features, impose usage limitations or stop providing the App at any time. If you download and/or use our App for an iPhone or iPad, these Terms incorporate by reference the Apple Inc. must also comply with any applicable third-party agreement when using the App, including your mobile services agreement.

**23. Governing Law.** To the maximum extent permitted by law, these Terms are governed by the laws of the State of Nevada and you hereby consent to the exclusive jurisdiction and venue of courts in Nevada in all disputes arising out of or relating to the use of the Site. You also agree that any action at law or in equity arising out of or relating to the Terms shall be filed only in the United States District Court for the District of Nevada, if there is no federal jurisdiction over the action, in the courts of the State of Nevada located in Clark County, Nevada. You hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

**24. General Terms.** The following general terms apply to you and your use of the Site:

You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of these Terms or use of the Site.

Our performance of these Terms is subject to existing laws and legal process, and nothing contained in these Terms is in derogation of our right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by us with respect to such use.

If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms shall continue in effect.

Unless otherwise specified herein or agreed to by the user, these Terms constitute the entire agreement between the user and the Company with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and the Company with respect to the Site. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

**25. How to Contact Us.** If you have any questions regarding this Policy, your privacy, or our policies in the event of a compromise of your information, you may contact us at:

**Las Vegas Events**  
**ATTN: Privacy Agent**  
**770 E. Warm Springs Road, Suite 160**  
**Las Vegas, NV 89119**  
[marketing@lasvegasevents.com](mailto:marketing@lasvegasevents.com)  
**702-260-8605**