



Terms and Conditions for our end of the year event

1. **Support:** If you encounter a problem at the event, you must file a complaint with Promoter within 5 calendar days following the date of the event; failure to contact Promoter within the 5-day period will be a complete waiver of your right to request compensation whether monetary or otherwise. If you need customer support, Promoter's email is info@rosieogradys.com
2. **Purchase Policy:**
By placing an order, you are confirming that you received this policy and are agreeing to abide by the clauses within. This Purchase Policy is a binding contract between you and event Promoter.
3. **Event Booking:** By purchasing a ticket, package or reservation you're entitled to entry to event you're purchasing it for. At the time of your order, Eventbrite will place an order for your ticket(s) in the Promoter's ticketing system, reducing the number of tickets available for the chosen event. Before purchasing your ticket(s) we urge you to confirm the title, time and location of the event(s) you wish to attend, as there are no refunds. Each event has a definitive date, start time and end time. If you do not show up to the event, you understand that you are forfeiting your ticket(s) and therefore your ticketing fee (the entirety of what you paid) will not be returned to you. If you do not attend your event, you're still 100% financially liable for your purchase. If you cannot attend the event, you will not receive a refund.
4. **Event Cancellations:** If the event is canceled you will receive a refund for the face value of the ticket.
5. **No Refunds:** Unforeseen circumstances beyond promoter's control will not be grounds for a refund, including but not limited to the following: local or national weather conditions, natural disasters, waiting in lines, extended waits in lines, family emergencies, medical emergencies, employment issues including layoffs, traffic, parking, public or private transportation issues, etc.

If you purchased for the incorrect date, location, event, etc, promoter is not obligated to provide a refund, credit, exchange or transfer. If cancellation or transfer request is approved, promoter reserves the right to charge a \$10 administrative fee for its time, in addition to charging a \$10 restocking fee per ticket if tickets are placed back on sale. Promoters, Venue Owners, Venue Management, Security, Event Staff, and other agents of the event, have the right to refuse entry to any ticket-holder, without a refund, for any reason at their discretion, including but not limited to: disorderly behavior, failing to comply with the rules of the venue, incorrect attire, intoxication, venue capacity, breach of security, and other restrictions. Ticket-holder is aware that the Venue and Talent are subject to change without notice, which are not grounds for a refund. Ticket-holder is aware that amenities promised by Promoter are not guaranteed, and are not grounds for

a refund, including but not limited to: VIP amenities, drink specials, drink tickets, gifts, express entry, special areas, celebrity guests, etc. Dissatisfaction with any aspect of the event is not grounds for a refund, including but not limited to: music, DJ(s), decorations or lack thereof, party favors or lack thereof, beverages or lack thereof, alcohol selection, bar staff, food availability and selection, fellow patrons/attendees, venue staff, event staff, security, performances, ambiance, amenities, venue, check-in process, seating or lack of seating, wait in lines, emergency closures of event, emergency return of boats or yachts, delayed commencing of events, early ending of events, public amenities such as fireworks or public performances or the lack thereof, line of sight of public amenities such as fireworks or public performances being blocked by trees, buildings, boats, people, and/or other things, etc.

6. **Release of Liability:** By purchasing the tickets through Eventbrite, you hereby release and forever discharge Promoter from any liability or claims for damages that may arise as a result of your attendance at, and voluntary participation in, the event(s), including claims for personal injury, or damage to personal property, or any other claims for negligence on the part of the event's Promoter. By purchasing the tickets through Eventbrite for this event, you hereby release and forever discharge event Promoter, and their officers and agents, from any liability or claims for damages that may arise as a result of your attendance and participation at the event(s). It is hereby understood that the purchase of tickets by you and your participation in the events shall not be construed as an assumption on the part of Promoter of responsibility, liability, or control of the events.
7. **Indemnity:** By Purchasing tickets for this event, ticket purchaser agrees to indemnify and hold harmless event Promoter, said entities officers, owners, employees, and agents, from and against all claims, damages, losses and expenses, including reasonable attorney's fees arising out of or by reason of complying with this Indemnity Clause. Ticket purchaser, their heirs, executors, administrators, successors and assigns, hereby release, remise, and forever discharge event Promoter and its entities owners, officers, employees and agents, from all manner of actions, causes of actions, suits, debts, judgments, executions, claims, demands whatsoever, known or unknown, in law or equity, which ticket-holder has ever had, now have, may have, or claim against event Promoter.
8. **Collections & Legal Action against Debt:** Once you make a purchase, if those funds are removed from the Promoter's account and given back to you, you owe the Promoter that money back, plus applicable fees as outlined below. If you owe money to Promoter, Promoter reserves the right to take legal action against you and/or send you to collections for the recovery of said debt. If you are sent to collection or there is legal action taken against you, you are fiscally responsible for any and all legal costs and fees, directly associated and/or indirectly associated, with recovering the debt owed by you. Promoter's collection's agencies reserve the right to negatively affect your personal credit score until your debt is paid. Once an account has been placed in collections, the only way to get yourself out of Collections is to pay the debt owed by you to the collections agency.
9. **Arbitration Agreement:** In the event there are any legal disputes against Promoter, by agreeing to this Purchase Policy, you agree that such disputes will be arbitrated. You further agree that the location of arbitration will be set in New York, New York.

10. **Severability:** If any clause, aspect, part or provisions of this Purchase Policy is found to be null, void, illegal or otherwise unenforceable, the rest of this Purchase Policy remains in full binding effect, and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit the enforcement of said clause that required modification and of the agreement as a whole.

11. Thank you for your purchase!

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