

Detroit Jazz Festival Foundation, INC
19908 Harper Ave
Harper Woods, MI 48225



DETROIT JAZZ FESTIVAL FOUNDATION, INC. TERMS OF SALE

ALL PASSES (AS DEFINED BELOW) ARE SUBJECT TO ALL TERMS OF SALE APPLICABLE AT THE TIME OF PURCHASE, INCLUDING (WITHOUT LIMITATION) THE TERMS SET FORTH HEREIN.

ACCEPTANCE AND/OR USE OF A PASS CONSTITUTES ACCEPTANCE OF ALL SUCH TERMS, INCLUDING (WITHOUT LIMITATION) THE FOLLOWING TERMS: ALL PASS SALES ARE FINAL – **NO REFUNDS**

The term "PASS" includes (without limitation) JAZZ PASSES, Lincoln Gardens VIP passes, Opening Night Party passes, parking passes, credentials, and any piece of collateral that allows the holder access designated areas of the Detroit Jazz Festival.

ATTENDANCE AT AN EVENT AND/OR USE OF A PARKING AREA IS AT YOUR OWN RISK. The pass holder expressly **ASSUMES ALL RISK** incident to the event, whether occurring prior to, during, or subsequent to the actual conduct of the event, and **HEREBY RELEASES** all event participants, sanctioning bodies, event organizers, sponsors, Detroit Jazz Festival Foundation, Inc, Detroit Jazz Festival Productions, INC, the State of Michigan, the City of Detroit, and all affiliates, directors, managers, officers, members, shareholders, owners, employees, representatives, and agents of each of the foregoing ("Releasees") from any and all claims arising from the event, including claims of negligence of Releasees.

Without limiting the foregoing, the pass holder acknowledges that by entering the Detroit Jazz Festival there are risks of exposure, directly and indirectly, to the pass-holder and those with whom the pass holder comes into contact, to communicable diseases including but not limited to the virus "severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)", "COVID-19" and/or any mutation or variation thereof. Preventative measures are in place to help reduce the spread of COVID-19; however, we **CANNOT GUARANTEE** that you will not be exposed to COVID-19. By entering the premises, you, on behalf of yourself and any minor accompanying you, voluntarily assume the potential risk and danger that you and any minor accompanying you may be exposed to COVID-19 and release Releasees from all claims, including negligence related to COVID-19.

A pass is a limited, revocable license to attend event(s) at the Detroit Jazz Festival, and is subject to the holder's compliance with all rules, regulations, and policies of Detroit Jazz Festival Foundation as they exist from time to time including without limitation those provided on Detroit Jazz Festival Foundation's website and/or in any other materials. No other rights of any kind are conveyed to the holder of any pass. All events/activities are subject to modification, postponement, and cancellation. Detroit Jazz Festival Foundation reserves the right to revoke any pass, to refuse admission to (or to eject any person from) the festival areas as defined by the pass, and/or to remove any vehicle, motor vehicle, and all related accessories either before, during, or after the event, in all cases for such reasons as Detroit Jazz Festival Foundation deems appropriate in its sole and absolute discretion and without refund. Detroit Jazz Festival Foundation reserves the right to conduct and/or require screenings and testing (including without limitation health screenings and testing), to release personal information about you and any minor accompanying you to any government authority upon its request without inquiring about the lawfulness of the demand and without prior notice to you, and to search all passholder's persons, vehicles, parcels, bags, clothing, containers, packages, and motor vehicles prior to entry into the Detroit Jazz Festival and to confiscate prohibited items and/or deny entry to the festival. **THE HOLDER OF A PASS IS NOT ENTITLED TO A REFUND, REPLACEMENT PASS, OR TO PAYMENT FOR ANY DAMAGES OF ANY KIND FOR ANY REASON, INCLUDING WITHOUT LIMITATION THE CANCELLATION, POSTPONEMENT, SHORTENING, OR OTHER ALTERATION OF THE EVENT OR ANY PORTION OF THE EVENT OR THE REVOCATION OR OTHER ALTERATION OF ANY PRIVILEGES OR ACCESS EXTENDED TO THE HOLDER IN CONNECTION WITH THE TICKET.** Without limitation, all booking charges, service fees, and handling fees are non-refundable.

Detroit Jazz Festival Foundation is not responsible for lost, stolen, or destroyed pass. Pass holder assumes all risks associated with the purchase of a pass from any third-party sources.

Any person, regardless of age, must have a reserved seat pass for admittance to seating areas. Pass holder may be relocated to an alternative seat in Detroit Jazz Festival Foundation's discretion.

The term "pass purchase" includes (without limitation) applications, renewals, purchases in progress, and change requests. Pass orders are irrevocable offers to purchase that may be accepted or rejected by Detroit Jazz Festival Foundation in its sole discretion. Detroit Jazz Festival Foundation reserves the right to determine and/or change the specific stand and seat assignments for ticket orders.

Detroit Jazz Festival Foundation reserves the right to deny renewal requests as to passes that are subsequently re-sold even if the original purchaser did not profit from the re-sale. Passes may not be used for advertising, promotion (including contests and sweepstakes), or other trade purposes without the express written consent of Detroit Jazz Festival Foundation.

As to any event at Detroit Jazz Festival, including (without limitation), concerts or other performances, and/or any event in connection therewith, to which access is provided by virtue of a pass, all rights to broadcast, record, photograph, repeat, reproduce, or recreate the events (directly or indirectly) are reserved by Detroit Jazz Festival Foundation and/or its designees. The pass holder grants Detroit Jazz Festival Foundation and its designees the right to use the holder's image and/or likeness and the passholder's rights of publicity in any photo, video display, transmission, or reproduction for any purpose. All rights to broadcast, record, photograph, repeat, reproduce, or recreate the event are reserved by Detroit Jazz Festival Foundation. The bearer of a pass agrees not to take any action which would infringe on the rights of or its designees.

The personal data that pass holder provides to Detroit Jazz Festival Foundation will, subject to applicable law, be used, processed, stored, and transferred by Detroit Jazz Festival Foundation in accordance with the terms of Detroit Jazz Festival Foundation's Privacy Policy.

For users in the European Economic Area, the legal bases for processing your personal data are (1) it is necessary to perform a contract with you (sale of goods or services) or in order to take steps at your request prior to entering into a contract; (2) it is necessary to comply with a legal obligation (such as notifying you of Privacy Policy changes); and (3) it is necessary for the pursuit of our legitimate interests or those of a third party.

The pass holder agrees that these Terms of Sale are governed by Michigan law. The exclusive jurisdiction as to any action that involves the Terms of Sale shall be a federal or state court residing in Wayne County, MI.