

JACKSON COUNTY EXPO TICKETING TERMS AND CONDITIONS

- 1. Event.** The following terms and conditions (the “Terms and Conditions”) apply to your purchase and/or use of a ticket or tickets (“Ticket” or “Tickets”) to any event or events (“Event” or “Events”) at the Jackson County Expo (the “Venue”). The Venue is owned and operated by Jackson County by and through its Jackson County Fair Board. Your use of the Ticket(s) is additionally subject to all other rules issued from time to time (“Rules”) by the Jackson County Fair Board or the Jackson County Expo Director and their designees (collectively, the “Authorities”). Each person who purchases or uses a Ticket to an Event (“You”, “Your,” or “Ticket Holder”) consents to these Terms and Conditions and the Rules, as may be revised or replaced by the Authorities from time to time.
- 2. License.** Each Ticket is a revocable license to admit entry of one person to the Event described on the Ticket, including, if applicable, to the seat and/or section listed on the Ticket, which the Authorities reserve the right to withdraw or modify if seating is reduced or the seating configuration is modified for any reason. In addition to other available remedies, the Authorities reserve the right to cancel Your Ticket(s) (including requiring the return of Tickets), refuse admission to the Venue, or eject You from the Venue, if You are in violation of these Terms and Conditions or the Rules or for any other reason permitted by law, without any refund. The Authorities’ right to remove a Ticket Holder includes, but is not limited to, removing any person that does not comply with any federal, state, county, city, or Jackson County public health, safety, harassment, or discrimination laws, regulations, orders, or policies, or is otherwise jeopardizing public safety. Any activity likely to interfere with the performance of or endanger any artist, promoter, contractor, volunteer, official, or other person, or that causes or risks damage to any property, may be immediately removed without refund of the admission price.
- 3. Infants.** All persons aged two and over must have a Ticket for admission. Infants under the age of two must be securely strapped to an adult who has a Ticket, otherwise the infant will need a Ticket if they occupy a seat.
- 4. Re-Entry.** Re-entry is permitted only if authorized by the Authorities. Contact the Jackson County Expo Ticket Office in advance at 541-774-8270 to inquire about the re-entry policy for any particular Event. The Authorities reserve the right to modify the re-entry policy for any Event at any time.
- 5. No Refunds.** Except as provided in these Terms and Conditions, **YOUR TICKETS ARE NON-REFUNDABLE, NON-RETURNABLE, AND NON-EXCHANGEABLE.**
- 6. Replacement Tickets.** You should treat Tickets like cash. In extraordinary circumstances as authorized by the Authorities in their sole and absolute discretion, Tickets may be replaced if lost, destroyed, stolen or unable to be accessed on a mobile phone. If replacement Tickets are provided to You for any reason, an administrative fee set by the Authorities may apply.
- 7. Ticket Purchase Limits.** The Authorities may limit Ticket sales for any Event to a maximum quantity per person, per payment card, and/or per household. Any limitations will be communicated at the time of purchase and may be subject to change at the sole discretion of the Authorities. The Authorities reserve the right to cancel Ticket’s purchase in excess of such limits.
- 8. Recording.** You may not use, record, upload, post and/or transmit, any sound, moving, or still image, in whole or in part, other than using a personal cell phone or similar device for your private and non-commercial use.

9. Use of Images. By entering the Venue for an Event, You grant to Jackson County, the Jackson County Fair Board and its and their affiliates and partners, including without limitation, advertisers, a non-exclusive license to use Your likeness, image, photograph and/or name for any and all commercial and non-commercial purposes in perpetuity including, without limitation, in connection with the marketing, promotion and/or advertising in any media known and unknown or hereinafter developed without geographic or time restrictions.

10. Personal Information. You agree that any data You provide to purchase Tickets may be used in accordance with the Jackson County Expo's privacy policies.

11. Ticketing Format. Your Tickets to an Event may be delivered via electronic platform or by issuing physical Tickets or any other method of delivery or platform as determined by the Authorities in their sole discretion.

12. Tickets Purchased through Secondary Marketplaces. Admission is not guaranteed for Tickets purchased through secondary marketplaces (including but not limited to Craigslist, Stubhub, SeatGeek, or Facebook Marketplace), which are purchased at the purchaser's sole risk. Invalid or counterfeit tickets purchased through secondary marketplaces will not be refunded and replacements will not be issued.

13. Unauthorized Promotions. Tickets may not be used for advertising, sales, commercial or any other promotional purposes, whether or not for commercial gain (including in connection with any competition, advertisement, promotion, auction or sweepstakes or as part of any hospitality or travel package), without the express written consent of the Jackson County Expo Director. Additionally, Tickets may not be transferred, used, or otherwise disposed of in a manner that would cause a reasonable person to believe that a sponsorship arrangement with or relating to the Event or the Venue without the express written consent of the Jackson County Expo Director.

14. Noncompliance with Ticketing Policies. Any Ticket offered for sale, sold, transferred, used, or disposed of in breach of these Terms and Conditions may be revoked and any person seeking to use the Ticket may be refused admission to the Venue or Event without refund or compensation, even if the Ticket Holder did not have prior notice of these Terms and Conditions or the breach of these Terms and Conditions, in addition to any other legal remedies available at law or equity.

15. Commercial Activities. You are strictly prohibited from using, wearing, possessing or holding objects and materials for promotional or commercial purposes, or offering to sell, selling, or possessing with the intent to sell, beverages, food, souvenirs, clothes, or other promotional and/or commercial items while inside the Venue, unless such activity has been expressly authorized by the Jackson County Expo Director in writing. All such items may be removed or confiscated by the Authorities without compensation to You.

16. Prohibited Items. You agree to comply with all applicable laws, regulations, and Rules while in the Venue. You are expressly prohibited from taking into the Venue any of the following items ("Prohibited Items"):

- bottles, cans, coolers, thermos, alcoholic beverages, cannabis products, containers, picnic baskets, food, strollers, banners, poles, weapons, munitions, ammunition, umbrellas, balls, frisbees, explosives, fireworks, flares and smoke bombs, drones, laser pointers, or any other items which in the opinion of the Authorities could compromise public safety, disrupt any artists, or cause unreasonable interference to other attendees view of an Event;

- any type of promotional or commercial item including but not limited to banners, badges, signs, symbols and leaflets;
- any equipment or device capable of being used for the recording, transmission, or dissemination by any other manner of sound, moving or still images, description or results of the Event, except for cell phones and similar devices brought for private use, as determined by the Authorities in their sole discretion; and
- any other material deemed dangerous by the Authorities and/or not authorized by the Rules.

17. Searches; Clear Bag Policy. For the safety and security of the Event, upon the Authorities' request, You agree to allow inspections of Your personal effects, confiscation of Prohibited Items, and You hereby consent to security searches, screenings whether by walk-through metal detection, handheld metal detection, bag checks, or otherwise. To enhance public safety and make venue access more efficient a Clear Bag Policy may be in place as determined by the Authorities. Ticket Holders may bring in one (1) clear bag no larger than 12" x 6" x 12" or a 1-gallon plastic storage bag. Ticket Holders are limited to one clear bag per person.

18. Smoking/Vaping. There is absolutely no smoking or vaping of any substances in or around the Event except in designated areas. The consumption or possession of cannabis products at the venue is strictly prohibited.

19. Public Health Measures. An inherent risk of exposure to bacteria, viruses, infections, and diseases, including without limitation, the virus that causes COVID-19 ("COVID") (collectively, "Infection") exists in any public place where people are gathered. You voluntarily assume all risks of exposure to Infection while at the Venue. While at the Venue, you agree to comply with all Rules and laws and regulations issued by federal, state, and local authorities. In the event of a public health emergency or other order by governmental authorities, the Authorities may be required to limit the capacity of the Event. In such case, the Authorities will decide, in their sole and absolute discretion, the venue capacity and seating configuration, and which Tickets will be cancelled or relocated to allow for such capacity. Cancelled Tickets will be refunded as provided in section 20 below, and such refund is Your only remedy for any Ticket cancelled as provided in this section.

20. Cancelation. If an Event is cancelled for a cause or circumstance within the Authorities' reasonable control, You will be provided a refund using the original method of payment to the original purchaser of the Tickets only. No credits will be issued and the Ticket will have no cash value. Refunds will not include any applicable per Ticket or per order service, handling and/or processing charges, or taxes. The refunds specified in this section will be Your only remedy in the even the cancellation of the Event under this section 20. The Authorities shall not be responsible for refunding of lost or stolen Tickets or Tickets purchased through secondary marketplace ticket sellers.

21. Force Majeure. The Authorities shall not be responsible to You for the cancellation or non-performance or partial non-performance of an Event due to any cause or circumstance beyond the reasonable control of the Authorities, including but not limited labor strikes, lockouts, failure of utilities, restrictive laws or regulations, pandemics, epidemics, fire, smoke, weather, acts of God, acts of war, or otherwise, including the unavoidable residual effects of any of the foregoing after such event has ended (each, a "Force Majeure Event"). You acknowledge and agree that the Authorities may cancel, postpone, reschedule, or relocate the Event to an alternate venue, and/or modify or discontinue, temporarily or permanently, any portion of the Event, or relocate your Tickets to an alternate location in the Venue if, in the Authorities' sole discretion, the Venue or a portion of the Venue is inoperable, unusable, unsafe, no longer available, or no longer offered for license to the public. Notwithstanding the foregoing, if an Event is cancelled due to a Force Majeure Event, the Authorities, at the Authorities sole option, may either (i) provide You with a credit for the face value of the Ticket to such cancelled Event(s) which may used toward future Event(s) hosted by the Authorities at the Venue (the

"Credit"), or (ii) provide you with a refund. If the Authorities elect to provide a Credit, the credit shall be given only to the original purchaser of the Ticket(s). If the authorities elect to provide a refund, the refund shall be given based on the original method of payment and to the original purchaser of the Ticket(s) only.

22. Assumption of Cancellation Risk. YOU ACKNOWLEDGE AND AGREE THAT (i) THERE IS AN INHERENT RISK OF EVENT CANCELLATION OR POSTPONEMENT THAT IS BEYOND THE CONTROL OF THE AUTHORITIES; (ii) ALL TRAVEL PLANS AND ARRANGEMENTS, INCLUDING BUT NOT LIMITED AIR AND HOTEL BOOKINGS, ARE MADE AT YOUR OWN RISK WITH THE KNOWLEDGE THAT THE EVENT MAY BE CANCELLED OR POSTPONED; AND (iii) A POSTPONED EVENT MAY HAVE DIFFERENT ARTISTS OR A DIFFERENT SCHEDULE AND/OR DIFFERENT ORDER OF PERFORMANCES.

23. Indemnification. YOU AGREE TO INDEMNIFY AND DEFEND THE JACKSON COUNTY FAIR BOARD AND JACKSON COUNTY AND AND THEIR OFFICERS, AGENTS, CONTRACTORS, EMPLOYEES, AND VOLUNTEERS (collectively, "Indemnitees") from and against any and all claims, suits, causes of action, damages, losses, liabilities, costs, and expenses (including without limitation, reasonable attorneys' fees and court costs) of any kind whatsoever (collectively, "Claims") arising out of or in connection with (i) Your breach of these Terms and Conditions or (ii) Your acts or omissions or negligence or wrongdoing. Notwithstanding the foregoing, you will not be obligated to defend and indemnify the Indemnitees against any Claim arising out of any of the Indemnitees' sole negligence or willful misconduct.

24. Release. You agree to assume responsibility for all risks and dangers associated with Your attendance at the Event including any bodily harm and property damage or loss incidental to attendance at the Event whether occurring prior to or during the Event. You acknowledge and Agree that the Authorities cannot control the actions of third parties and that the Authorities are not responsible for acts or omissions of any third parties, even if the third parties' acts or omissions are foreseeable or in violation of these Terms and Conditions or the Rules. YOU HEREBY RELEASE EACH OF THE AUTHORITIES AND THEIR ELECTED OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, AND VOLUNTEERS, AND WAIVE ALL LIABILITY ANY CLAIM ARISING FROM OR INCIDENTAL TO THE EVENT OF ANY NATURE WHATSOEVER, EVEN IF THE CLAIM IS CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF ONE OR ANY ONE OF THE AUTHORITIES AND THEIR ELECTED OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, AND VOLUNTEERS, AND WHETHER ARISING IN CONTRACT OR IN TORT. The foregoing release does not apply to the extent a Claim is caused by the willful misconduct or gross negligence of Jackson County or Jackson County Fair Board or their officers, agents, employees, or volunteers, in which case any Claim shall be subject to the conditions and limitations of the Oregon Tort Claims Act and the Oregon Constitution.

25. Choice of Law; Venue. These Terms and Conditions shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any Claim arising out of the Event or these Terms and Conditions must be brought and conducted solely and Claim must be brought in a federal forum, it shall be brought and conducted exclusively in the United States District Court for the District of Oregon located in Medford, Oregon. YOU HEREBY CONSENT TO IN PERSONAM JURISDICTION OF SUCH COURTS. In no event will any part of these Terms and Conditions be construed as a waiver by the Jackson County or Jackson County Fair Board of their sovereign and governmental immunities. Each party waives, to the fullest extent permitted by law, any objection that such court is an inconvenient forum.

26. Lost or Stolen Property. Jackson County and the Jackson County Fair Board, including their officers, agents, employees, volunteers, and contractors, will not be responsible for any lost, stolen, damaged personal

property, lost, stolen, damaged or unreadable Tickets, or any inability to access an electronic Ticket, and the Authorities shall have no liability for the failure to access the Event or failure to honor a Ticket because a Ticket is lost, stolen, damaged, unreadable, or inaccessible.

27. Class Action and Jury Waiver. You agree that any proceedings to resolve or litigate any Claim related to the Tickets, the Event, the Venue, or these Terms and Conditions will be conducted solely on an individual basis. YOU HEREBY AGREE TO WAIVE ANY RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION LAWSUIT, EITHER AS A CLASS MEMBER OR AS A REPRESENTATIVE.

28. Limitation of Liability. In no event will You or the Indemnitees be responsible for any consequential, incidental, special, or punitive damages, even if one party has been advised of the possibility of such damages, and regardless of whether the Claim is based upon any contract, tort, or other legal or equitable theory. This limitation of liability will apply even if the limited remedy fails of its essential purpose. This limitation of liability is an essential element of the basis for the bargain between the parties.

29. No Warranties. There are no warranties of any kind, express or implied, in connection with the Event or the Tickets or otherwise, and they are presented "AS IS." While a schedule of performances may be presented, all schedules and events times and dates are subject to change without notice.

30. No Waiver. No waiver by any of the Authorities of any right arising out of a breach by a Ticket Holder of any of these Terms and Conditions is a waiver of any right arising out of a subsequent breach of the same or a breach of any other term or condition or a waiver of the term or condition itself. A waiver of any term or condition of these Terms and Conditions for one Ticket Holder does not require or imply a waiver for any other Ticket Holder.

31. Severability. If any provision(s) of these Terms and Conditions is declared unenforceable by any court of competent jurisdiction, the remainder of these Terms and Conditions shall remain in effect as if such invalid or unenforceable provision(s) had not been contained in these Terms and Conditions.

32. Miscellaneous. The headings in these Terms and Conditions are for reference only and will not otherwise affect the meaning or interpretation of any provision of these Terms and Conditions. These Terms and Conditions are a final and complete statement of the agreement between You and the Authorities and fully supersedes all prior agreements or negotiations, written or oral. Any modification of these Terms and Conditions must be in writing signed by You and the Jackson County Fair Board.