By purchasing a ticket to the Best Day of Your Life ("BDOYL"), presented by Thrillist Media Group ("Thrillist") you agree to the following terms and conditions (the "Terms").

- 1. Thrillist has partnered with third-party venues and organizations (the "**Sponsors**") to present BDOYL. These Sponsors may have policies relating to venue admittance and conduct. By purchasing a ticket to BDOYL you also agree to abide by such policies.
- 2. YOU REPRESENT THAT YOU ARE AT LEAST TWENTY-ONE (21) YEARS OLD AT THE TIME OF PURCHASING A TICKET TO BDOYL. YOUR ENTRY TO CERTAIN BDOYL EVENTS OR VENUES MAY BE CONDITIONED UPON PROVIDING PROOF THAT YOU ARE AT LEAST TWENTY-ONE (21) YEARS OLD AT THE TIME OF ENTRY. IF YOU ARE DENIED ENTRY BY A THRILLIST REPRESENTATIVE OR A SPONSOR REPRESENTATIVE, OR ASKED TO LEAVE, YOUR TICKET WILL NOT BE REFUNDED.
- 3. You shall not engage in any activities that would constitute disorderly conduct, including, without limitation, intoxication, using any controlled substances, engaging in any fighting or physical altercations, or using obscene or abusive language. You acknowledge that Thrillist or a Sponsor may deny your participation in BDOYL in the event of your failure to comply with the foregoing, or for any other reason Thrillist or a Sponsor deems appropriate in their sole discretion.
- 4. All ticket sales are final. Tickets to BDOYL are non-refundable, non-transferable and may not be exchanged. Tickets to BDOYL are for individual use only and not for resale. Resale will automatically void tickets, barring entry into BDOYL. Lost, stolen, delayed, damaged, or destroyed tickets will not be replaced or refunded.
- 5. Thrillist Media Group may cancel, reschedule, or modify BDOYL or any component of BDOYL without prior notice to you. It is within Thrillist Media Group's discretion whether to refund the ticket price. Thrillist Media Group reserves the right to cancel ticket orders for any reason, including, but not limited to, fraudulent ticket purchasing.
- 6. You acknowledge that all purchased goods and services at BDOYL not provided by Thrillist or a Sponsor free of charge will be your responsibility and you shall not hold Thrillist or a Sponsor accountable for any additional costs or expenses associated with such goods and services.
- 7. You hereby unconditionally and irrevocably authorize Thrillist and Sponsors to use your name, likeness, voice and photographs, video or images of you taken during BDOYL, as well as any materials supplied by you, for the purpose of advertising, publicity or promotion in connection with BDOYL in any form or media including, but not limited to, print, digital, television and any other media known or unknown.
- 8. You hereby release, waive, discharge and covenant not to sue Thrillist, its parents, subsidiaries or other affiliates, officers, agents or employees ("Releasees") from any and all liability, claims, demands, actions and causes of action of any kind or nature arising out of or related to any loss, damage or injury, including death, that you or any of my property may sustain resulting from my participation in or in any way connected with my participation in BDOYL, regardless of whether such loss is caused by the negligence

- of the Releasees and regardless of whether such liability arises in tort, contract, strict liability or otherwise.
- 9. You acknowledge that some of the activities included in BDOYL may be physically demanding, sometimes requiring strength and dexterity. You acknowledge that the participants may have differing levels of competence in performing such activities. You acknowledge that you will be attending BDOYL and participating in any such activities at your own risk, and further acknowledge that Thrilllist, its parents, subsidiaries or other affiliates, officers, agents or employees will not be responsible or liable for your actions.
- 10. Any disputes arising from the sale of tickets to BDOYL or otherwise related to BDOYL will be governed by the laws of the State of New York. YOU HEREBY CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE COURTS, STATE AND FEDERAL, HAVING JURISDICTION IN NEW YORK COUNTY, STATE OF NEW YORK.
- 11. You have read and fully understand these Terms as set forth above and understand that you have given up substantial rights by purchasing a ticket to BDOYL. You represent that you have reached the age of majority, have purchased a ticket to BDOYL and agreed to these Terms under your own free will and are suffering under no legal disabilities.

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