

## **CLOSER TO THE SUN 2024 TERMS & CONDITIONS**

Cloud 9 Holdco, LLC (The Event/ Company) has a strict cancellation policy and recommends that all guests purchase travel insurance that includes Cancel for Any Reason coverage to give them the most complete protection for their trip.

### **All deposits and payments for Closer to the Sun are non-refundable.**

Be advised that once you book a room as Lead Guest, you are obligated for the full room rate based on the full occupancy set forth in the item you purchased.

There will not be any refunds given for unused reservation, cancellations for any reason or for those who show up to the event late or do not show up at all, or for any reason after the start of the Event.

Reservation Cancellation for Non-Payment: If a scheduled payment in a reservation remains unpaid 48 hours after the late fee or decline payment fee has been assessed, the reservation is considered delinquent and is subject to cancellation by the Event.

All cancellations must be submitted in writing by completing a cancellation form. If you are unable to fill out the online cancellation form, please email Closer to the Sun via email form on the event website.

Only reservations booked through Closer to the Sun via Cloud 9 Travel will be honored for this event. Anyone found buying or selling a room for more than face value will be cancelled.

In the event that Closer to the Sun is postponed, guests will be offered the opportunity to roll their reservation to the following Closer to the Sun or to receive a full refund.

## **ASSUMPTION OF THE RISK AND WAIVER OF LIABILITY RELATING TO CORONAVIRUS/COVID-19**

No refunds will be given to guests who wish to cancel their trip over concerns for Covid 19. Cloud 9 Holdco, LLC recommends that guests purchase an insurance policy that includes "Cancel for Any Reason" coverage to protect the cost of their trip.

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. By entering the venue and/or the event, you (a) acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that you may be exposed to or infected by COVID-19 and that such exposure or infection may result in personal injury, illness, permanent disability, and death, (b) voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury, illness, damage, loss, claim, liability, or expenses, of any kind ("Claims"), that you may experience or incur, and (c) hereby release, covenant not to sue, discharge, and hold harmless the venue, event promoter(s), vendor(s), and each of their respective parents, members, partners, affiliates, divisions, subsidiaries, and landlords and their respective officers, directors, and employees from Claims of any kind arising out of or relating thereto.

## **RELATIONSHIP OF PARTIES**

This Agreement is between you ("You" or "you"), on the one hand, and CLOUD 9 HOLDSCO, LLC, ("Company" or "Event") on the other hand, where the Event is taking place December 11 – 15, 2024 at Hard Rock Riviera Maya, Puerto Aventuras ("Resort" or "Hotel") and Barcelo Riviera Maya. You expressly acknowledge and agree that (a) you are purchasing a ticket/package for this Event with the Company, and no other third parties, including but not limited to Cloud 9 Holdco and its affiliates and (b) Cloud 9 Holdco is a third party seller of travel and marketing agent for the Event only, who serves as the ticketing agent for the Company; (c) Cloud 9 Holdco, along with its subsidiaries, officers, owners, affiliates, and

assigns is not responsible or liable to you for any and all claims arising from or related to the Event in any manner whatsoever.

Your decision to reserve a room/purchase an Event ticket or attend the Event in any capacity constitutes your acknowledgment of and consent to all of the terms and conditions below, including the limitations of liability presented herein. Any and all disputes and claims whatsoever related to, or involving the Company/Event shall be governed by Florida law and the venue for any litigation shall be in Palm Beach County, Florida.

## **PAYMENT TERMS**

In order for a reservation to be confirmed: A \$250 per person deposit must be paid via credit card (\$500 per person for Rock Suites or Grand Tropical View Suites). Guests can pay in full or participate in the payment plan according to the payment schedule listed below.

1st Payment: June 19, 2024

2nd Payment: July 19, 2024

3rd Payment: August 19, 2024

4th Payment: September 19, 2024

5<sup>th</sup> Payment: October 19, 2024

### **Pay In Full:**

Guests can choose to pay in full at the time of booking via credit card. No payment plan fee will be assessed if you choose to pay in full.

### **Payment Plan:**

Guests who do not pay in full will automatically be placed into the Payment Plan and be charged one-time \$25 fee.

If you feel you have been charged in error, please contact the Travel Team via live chat located on the Event Website to discuss resolution prior to filing a dispute.

## **LEAD GUEST INFORMATION**

The guest that places the reservation is considered the "lead guest" and is the "owner" of the reservation. They must agree to and initiate any changes in the reservation. The lead guest will be responsible for receiving all communications, selecting the room at the time of booking, and making sure all payments are made in a timely manner.

If a non-lead guest is financially responsible for their portion of the reservation has missed a payment and cannot be reached by the Lead Guest or the Event, that person's portion will be cancelled and can be removed without permission.

Any change of the lead guest will be subject to a \$150 lead change fee, unless such change is requested after September 16, 2024, in which case the fee will be \$225.

## **NAME CHANGES AND ADDITIONS**

Complimentary name changes and guest additions will be accepted through July 31, 2024, for all but the lead guest. Beginning August 1, 2024, guest changes and additions will follow the fee schedule below:

- Starting August 1, 2024, and continuing through September 15, 2024, all name changes and guest additions will be subject to a \$125 name change fee per person.
- Starting September 16, 2024, and continuing through October 31, 2024, all name changes and guest additions will be subject to a \$225 name change fee per person.
- Starting November 1, 2024, no reservation changes will be permitted.

Any Guest having financial responsibility for making their own payments must give permission in writing before they can be removed from the reservation.

## **SERVICE FEES**

Service fees (totaling \$49 per person) and all other fees and payments are due in full by the final payment.

Payment Plan Fee: Guests who do not pay in full at the time of booking are subject to a one time, \$25 Payment Plan fee. This fee will be spread out over the remaining 5 payments of the payment plan.

Declined Payment/ Late Payment Fees: If your payment declines, you will have 48 hours to remit payment without penalty. A fee of \$35 will be applied if your payment is not successfully re-submitted within 48 hours of the payment date.

Overpayment Reversal Fee: In the event a guest overpays and wishes to reverse partial or change the payment method, a fee of 3.5% of the requested amount will be applied to the reservation and must be paid in full at the time of the refund.

Reservation Reinstatement Fee: In the event that a cancelled reservation is reinstated at the request of the guest, that reservation is subject to a \$75 per occupancy Reinstatement Fee.

Mexican residents, U.S. citizens residing in Mexico, and anyone unable to present an exit card issued at immigration upon arrival into Mexico are required to pay an additional 16% tax based on the total value of your suite upon check in. If you are flying from the US on a Mexican passport, please ensure that you have an exit card BEFORE you arrive at the Hard Rock or you will be required to pay the tax.

## **UPGRADES & DOWNGRADES**

You are able to upgrade your reservation based on availability without penalty or any additional fees. An upgrade is defined as going into a higher room category and/or going from a double occupancy to a triple occupancy, even if such triple occupancy room is of a lower category than the original room purchased.

The Event does not permit any downgrades on reservations. A downgrade is defined as a room of a lower (i.e., less expensive per person) category, or from a triple occupancy to a double occupancy, even where such room is of a higher (i.e., more expensive per person) category. If you wish to downgrade, you must cancel your current reservation, pay all applicable fees and book a new reservation.

## **AGE MINIMUM**

Guests must be 18 years or older to be admitted to the event, unless accompanied by an adult.

## **RATES**

Rates include accommodations at resort for the Event nights, all concerts taking place at the resort during the Event, all meals and drinks are included in the all-inclusive package at the resort, gratuities and service fees. Rates do not include transportation to and from the airport, certain activities and excursions, and certain resort offerings, which are not part of the all-inclusive package for the Event. Rates do not include unlimited mini-bar stocking or room service in some cases.

## **LATE CHECK OUT FEES**

In the event you remain in your guestroom past 1pm local time the Company has the right in its sole and exclusive discretion to charge you late check out fee(s) of \$300, according to the actual time of check out or departure from the room(s), whichever time is later. If you remain in your room past 3pm, The Company has the right in its sole and exclusive discretion to charge you for an extra night at the rate posted by the Event.

## **TRAVEL DOCUMENTS**

All guests are required to have a valid passport for travel in and out of Mexico and your home country. You will be traveling outside of the U.S. for this event, and it is mandatory that you have a valid passport (unless you live in the country where the Event is taking place).

Guests are responsible for obtaining all travel documents as well as complying with Customs and Immigration or any other governmental requirements. Guests will be required to comply with any and all security measures imposed by governments, which are subject to change. Failure to possess the required travel documents may prevent Guest from being able to travel; in such event, no refunds shall be provided. All foreign travelers should check with local authorities to confirm and make sure that all required travel documents are obtained.

The U.S. State Department has enacted the "Western Hemisphere Travel Initiative." U.S. and Canadian citizens will be required to carry a valid Passport for travel. Also note that the U.S. State Department may change their policies from time to time, and the Company cannot be liable for such changes or how those changes may impact your ability to attend the Event.

## **TRAVEL INSURANCE**

The Event has a very strict cancellation policy and HIGHLY recommends that all guests purchase travel insurance. Please note that the sale of travel insurance for the Event is administered by IMG. Their travel insurance contract is subject to additional terms and conditions related to iTravelInsured policies and the conditions set forth therein, which are accessible on the event website. You can contact them at 866.368.3724.

Once a policy is issued, it cannot be transferred, nor the policy amount reduced. If you need to increase your policy amount, please contact IMG to add a supplement to your policy.

Within 10 days of purchasing the policy, you may cancel it and IMG will refund the amount of your policy, as long as you have not already departed on your covered trip or filed a claim, and the travel insurance policy will be void from the beginning. No refunds shall be issued after 10 days of purchasing the policy.

For pre-existing conditions to be covered or to file a "Cancel for Any Reason" claim, you must purchase full trip coverage insurance within 20 days of making your initial deposit for the Event and you must be medically able to travel at the time of purchase. Other restrictions may apply. Written notice of any and all claims must be given to IMG within 90 days from the date of loss, except as otherwise prohibited by law. You have a duty to make all reasonable efforts to minimize losses from any insured benefit.

## **REFUSAL OF ENTRY/TERMINATION OF TRIP OR EVENT**

Cloud 9 Holdco and its affiliates acts only as sales and marketing agents for the purpose of booking travel arrangements at the Resort(s) for the Event. The Company expressly disclaim any responsibility for personal injury, property damage, loss, delay, inconvenience, or other matters due to negligence, wrongful acts, errors or omissions on the part of any third party, or any supplier of services of goods or of agents selected by you or your travel agent. This includes but is not limited to stays at the resort during the Event nights as well as pre and post nights added to reservations for the Event.

The Company may, in its sole and exclusive discretion, require any person to withdraw from the Event if it is deemed that your actions or conduct is offensive, disorderly and/or a nuisance, and in such event, the Company shall have no liability to you as a consequence of the early or other termination of your trip and/or event, or be required to pay you any refund.

## **PHOTOGRAPHY AND VIDEO POLICY**

Video recording is strictly prohibited at the Event. No professional photography equipment may be used. Small handheld cameras without interchangeable lenses are acceptable for personal use only. DSLR's are not allowed for guest use at the event. Commercial use of photography and video is strictly prohibited.

## **PHOTOGRAPHY & VIDEO RELEASE**

Video or audio recording, filming, or photographs may occur at the Event that may be owned, licensed, assigned or distributed nationwide and worldwide by the Company, their affiliates and assignees. By acknowledging the terms & conditions of the Event at the time of booking a reservation, you allow, waive and authorize the Company, their affiliates and assignees the right to use your likeness and/or appearance on any film or video format now known or hereinafter developed in any manner whatsoever. You will not receive any compensation for such use and waive any right to bring any action in law or equity against the Company, their affiliates and assignees for such use.

## **ZERO TOLERANCE POLICY**

In accordance with local, state, federal and international laws, the Event has a strict zero tolerance policy regarding the illegal use, possession, purchase or distribution of controlled substances. Any violation of this policy will result in immediate ejection from the Event as well as the individuals being turned over to the local law enforcement officials for appropriate legal action. In such cases the Company shall not be liable for any refund or other compensation or damages and reserves the right to refuse entry at future Events.

## **VENDING**

No vending of any kind is allowed at the event. This means, do not make t-shirts, hats, posters, jewelry or anything else to sell at the event. Any and all unauthorized merchandise will be confiscated. This policy will be strictly enforced.

## **PETS AND THERAPY ANIMALS**

The Company does not allow any kind of pets or therapy animals at the Event.

## **RESPONSIBILITY AND LIMITATION OF LIABILITY**

Under these terms and conditions, liability by guests for damage to or theft of luggage, personal property, delay, circumstances at the resort or elsewhere is limited. In addition, your right to recover in a legal

proceeding will be based upon the applicable law and forum stated in these Terms & Conditions. You will find at each resort, independent concessionaires. The Company and Cloud 9 Holdco, LLC, along with its subsidiaries, officers, owners and assigns, accepts no responsibility whatsoever for the actions of independent concessionaires and acts only as a third-party referring their services to you without further liability.

It is understood and acknowledged that the Company is an outside, independent entity and does not own, retain, or have any control over Resort. In consideration of participating and attending the Event, you voluntarily assume all risks while at the Event and at Resort and release the Company and Cloud 9 Holdco, LLC, along with its subsidiaries, officers, owners, affiliates, and assigns of and from any and all liability, actions, causes of action, suits, injury or death, loss or damage of property, claims, attorney's fees and demands whatsoever that may be sustained by you at the Event. This release shall be binding upon you, and your heirs, next of kin, executors and personal representatives.

The Company cannot be held responsible for changes at the Resort that vary from what is noted on the Event website, and/or in the reservation system at the time of purchase or anytime leading up to the Event or during the Event. Resort is operated under the direction of its Management and affiliates and may change their offerings at their own discretion and retains the right to do so. Some regular resort offerings may vary during the event. The Company will do their best to please guests of the Event but does not control the actions of the Resort and acts only as a third party hosting an Event on their property. Any issues arising between guests and the Resort pertaining to resort matters, including but not limited to those issues related to food & beverage, rooms, check in, check out, amenities, hotel grounds, etc., shall be taken up with the resort directly, and while the Company may assist on your behalf if applicable, ultimately the Company cannot be held responsible for actions, incidents, policies, or procedures that are employed by the Resort.

Your decision to purchase a room/ticket and pay a deposit for Event constitutes your acknowledgment of and consent to all of the terms and conditions related to this purchase, including the limitations of liability described herein. All disputes and matters whatsoever related to or involving the Event shall be governed by and litigated in the County of Palm Beach, State of Florida.

## **EXCURSIONS**

Excursions are offered for your enjoyment at a moderate extra cost. Each excursion is operated by local tourist service companies. The excursions are not under the control of the Company, including but not limited to: hotel stays off resort property, car rentals, water sports, sightseeing excursions, dive programs, restaurants, transportation by air, rail, bus, or other means, and any other service provided by a third-party tour operator or destination management company. The Event and its subsidiaries, owners, officers, affiliates, and assigns shall not be liable for the services and facilities provided by independent or third party contractors resulting in any loss, damage, injury, death, or illness nor cost of any delay or cancellation. Cloud 9 Holdco and its affiliates acts only as sales and marketing agents for the purpose of booking travel arrangements. The Event expressly disclaims any responsibility for personal injury, property damage, loss, delay, inconvenience, or other matters due to negligence, wrongful acts, errors or omissions on the part of any third party, or any supplier of services of goods or of agents selected by you or your travel agent.

## **GROUND TRANSPORTATION**

Ground transportation services are provided by Amstar DMC and/or its affiliates or subsidiaries. The following are not under the control of Company: car rentals, transportation by air, rail, bus, or other means, and any other service provided by a third party. The Company shall not be liable for services and facilities provided by independent contractors resulting in any loss, damage, injury, death, or illness nor cost of any delay or cancellation. Cloud 9 Holdco, LLC acts only as sales and marketing agents for the purpose of booking travel arrangements. Cloud 9 Holdco and its subsidiaries, officers, owners, affiliates, assigns, and

the Company expressly disclaim any responsibility for personal injury, property damage, loss, delay, inconvenience, or other matters due to negligence, wrongful acts, errors or omissions on the part of any third party, or any supplier of services of goods or of agents selected by you or your travel agent.

### **ADDITIONAL TERMS AND CONDITIONS, INCLUDING LIMITATION OF LIABILITY**

The Event reserves the right, at any time, to modify, change, postpone or abandon all or any part of the resort program in its sole and exclusive discretion. In this case, the Company will NOT be responsible for any loss or expense caused by reason of such changes, modifications or abandonment. Company shall not refund any of your purchase price or any other charges by guests who decide not to stay through the duration of the event or who are forced to check out early for any reason or cause whatsoever. Unforeseen illnesses, circumstances, and contingencies may arise causing a cancellation by a band or other talent booked for the Event. Under these circumstances, the Company reserves the right in its sole and exclusive discretion to alter or cancel the band(s) contracted for and/or advertised for this Event. You expressly acknowledge that certain resort offerings may change or be cancelled and agree that Company shall not be held responsible for such occurrences made by the resort or the Event. Company reserves the right to change the itinerary, schedule, and/or lineup and change the venue or Resort and find a reasonable or suitable alternative in its sole discretion; and in such event(s) shall not be responsible and/or liable to you whatsoever including but not limited to, for any compensatory, nominal or consequential damages.

In the event that this Event is cancelled because of a circumstance or occurrence outside the control of Company, including but not limited to force majeure events (such as acts of nature, fire, earthquake, government-imposed travel restrictions; terrorism etc.), which cancellation shall be made in Company's sole and exclusive discretion, the Company, along with its subsidiaries, officers, owners, affiliates, and assigns shall not be liable for any damages, including but not limited to compensatory, nominal or consequential damages.

Resort information and descriptions seen on the Event website and on other third-party websites (including, without limitation, photographs, videos, editorials, amenities, and property descriptions) are provided by the Resort, suppliers and service providers. This information is provided to serve as a general guideline and while we can direct you to such information as a reference, the Company does not guarantee its accuracy.

Resort and other third parties may require you to present a credit card or cash deposit upon check-in to cover incidentals and additional expenses incurred during your stay. Such deposit is unrelated to any payment received by Company for the Event or other transaction. You acknowledge that some third parties offering certain services and/or activities may require you to sign their liability waiver prior to participating in the service and/or activity they offer. You understand that any violation of any such third party's rules and restrictions may result in cancellation of your reservation(s) for the Event, in your being denied access to the Event, in your forfeiting any monies paid for such reservation(s), and/or in our debiting your account for any costs we incur as a result of such violation.

All third parties are independent contractors, vendors and not agents or employees of the Company. The Company, along with its subsidiaries, officers, owners, affiliates, and assigns is not liable for the acts, errors, omissions, representations, warranties, breaches or negligence of any such third parties or for any personal injuries, death, property damage or other damages or expenses related therein.

A reservation/ticket to the Event is a revocable license. Company shall have no liability for overbooking done by the hotel. The Company reserves the right, without refund of any portion of the price paid or other compensation to you, to refuse admission or to eject any person from the Event, and/or withdraw or refuse to begin services or provide goods to any person, who fails to comply with Company's zero tolerance policy or is otherwise disorderly or conducting themselves in a way that is in violation of the rules of an applicable third party (resort, hotel, DMC, tour operator, supplier, excursions company, ground transportation provider, etc.) and/or applicable local, state or federal law or ordinance, in whole or in part, or whose conduct is deemed by Company or the applicable third party as illegal, disorderly, vulgar, abusive, threatening, aggressive, or out of compliance with this policy or the applicable third party's terms, conditions, rules or

policies, in whole or in part, or whose conduct is deemed by Company or the applicable third party as illegal, disorderly, vulgar, abusive, threatening, aggressive, or out of compliance with the applicable third party's terms, conditions, rules or policies.

## **HEALTH CONSIDERATIONS/PREGNANCY POLICY**

Persons who have a physical or mental disability or a medical condition must report them to the Company **IN WRITING AT THE TIME RESERVATION IS MADE** or at the time the medical condition is discovered, whichever comes first. Failure to provide such information to the Company could lead to cancellation of your reservation with you incurring the appropriate cancellation penalty if sufficient time is **NOT** provided to make adequate determination of medical conditions or requirements. The Company reserves the right to revoke or refuse passage to anyone who may require treatment, care or attention beyond that which the resort can provide. Guests who require special dietary needs or who have other special needs must notify the Event in writing at the time of booking or at least 60 days prior to the Event.

## **PRIVACY POLICY**

How we collect and store information depends on the page you are visiting, the activities in which you elect to participate, and the services provided. You can visit many pages on our website without providing any information. Other pages may prompt you to provide information, such as when you sign up for an event, request certain features (e.g., newsletters and other products), or make a purchase. You may also provide information when you participate in voting and polling activities, message boards and chat rooms, and other interactive areas of our website.

To better serve website visitors and guests, Cloud 9 Holdco and its affiliates collect two basic types of information from you.

Personally identifiable information:

This is information that personally identifies one individual from another. This information is voluntarily provided to us by our guests and is used by us for purposes such as buying products or services and directing delivery of newsletters. Supplying such information is entirely voluntary. But if you do not supply the information we need, we may be unable to provide you with services we make available to others or that you request.

Aggregate user and tracking information:

This information gives us insight on how our guests use our website and our other products. This data is anonymous in nature and does not contain any personally identifiable information. We use this information to ensure that our website, e-mails, events, and marketing efforts continue to appeal to our guests.

We use security measures to protect against the loss, misuse and alteration of data used by our system.

We will never share, sell, or rent individual personal information with or to anyone without your advance permission or unless ordered by a court of law. Information submitted to us is only available to employees managing this information for purposes of contacting you or sending you correspondences based on your request for information and to contracted service providers for purposes of providing services relating to our communications with you. Our subscription newsletters are free and are sent out periodically, or more frequently when information is time sensitive. Visit the event website to view our mailing list subscription page to see all of our available newsletters.

Email from us is delivered from domains such as @closetothesun.com, @cloud9adventures.com and @cloud9reservations.com. To ensure proper delivery of our emails, take a moment now and add these domains to your address book, trusted sender list, or company white list.



If you are a registered guest of one of the events for which we provide services, you will receive more frequent email updates regarding the event. These updates will alert you to new news items, remind you of our payment schedule and feature specials from our sponsors. Email is the most effective way for us to communicate with you and we appreciate you paying close attention to each of our notices. Unless specifically requested otherwise, guests of any Cloud 9 Holdco and its affiliates event are also placed on the general Closer to the Sun newsletter subscription.

Data that we collect for our events is kept on record indefinitely while newsletter subscription data is kept only as long as you are an active subscriber. Opting out of any one of our newsletters will remove you from all of our newsletters, so we encourage you to always **MANAGE YOUR PREFERENCES** prior to opting out.

## **YOUR REPRESENTATIONS AND WARRANTIES TO COMPANY**

Without limiting anything set forth in this agreement, you hereby represent and warrant that (a) you will not violate any applicable laws, ordinances and/or regulations at or in connection with the Event and/or activities corresponding to your transactions with Company and/or via the ticketing website; (b) you are of sufficient legal age and authority to enter into any transaction with Company and/or via the ticketing Website, to attend the Event, and to create legal binding obligations for any liability you may incur as a result of entering into this agreement; (c) you are an authorized user of the credit or debit card used to enter into any transaction with Company and/or via the ticketing website; (d) you shall at all times be in compliance with any and all terms, conditions, policies and rules set forth by Company and/or any applicable third party; (e) you have obtained any and all passports, visas, health information and/or other permission necessary in connection with your transaction with Company and/or via the ticketing website; and (f) you will not attempt to charge back your purchase with your bank or credit card company. Any attempt by you to charge back any or part of the purchase price or other charges incurred in connection with the Event, shall allow Company to (a) cancel your reservation for the then-current or any future Events, or (b) refuse to accept any reservation for any upcoming Event(s).