THE 16th ANNUAL CLASSIC R&B MUSIC FESTIVAL DECEMBER 6-10, 2024 TERMS OF PURCHASE

Liability: Classic R&B Events LLC, its affiliates, parent companies, employees, shareholders, officers, and directors (collectively "CRABE") does not own or operate any entity which is to or does provide goods or services for your trip, including, for example, lodging facilities, transportation companies, local ground operators, guides, sightseeing companies, entertainment, food or drink service providers, equipment suppliers, etc. As a result, CRABE is not responsible for any negligent or willful act or failure to act of any person or entity. In addition, CRABE is not responsible for any negligent or willful act or failure to act of any person or entity it does not own or control, nor for any act or inaction of any other third party not under its control. Please see the CRABE Terms and Conditions for more details.

Payment Plans: CRABE has several payment plans available to you for the 16th Classic R&B Music Festival & Empowerment Conference. By selecting one or more of the payment plans available, you authorize us to charge your Payment Method for monthly or quarterly payments as selected without additional notice to you. You expressly agree not to dispute any legitimate credit card charges associated with this trip.

Identification Policy: All registrant names must match their valid government state ID. NO EXCEPTIONS. So please register with your legal name only. Failure to comply with the Identification Policy will result in a cancellation of your reservation at no refund to you.

Cancellation Policy: All payments to CRABE are non-refundable. CRABE may adjust itineraries and schedules, change any talent performing at the 16th Classic R&B Music Festival & Empowerment Conference, without any further obligation to you. CRABE will not be responsible for any loss incurred due to a canceled/delayed flight or other means of transportation. If the 16th Classic R&B Music Festival & Empowerment Conference, is postponed before commencement, your reservation will be honored on the newly acquired dates.

Transfer Policy: Since all payments to CRABE are non-refundable, if you cannot attend this event you may transfer your registration to someone else name BEFORE NOVEMBER 1, 2024 for a transfer fee of \$75 per person. Any attempt to cancel any payments made via checks, money orders, your bank or Credit Card Company will incur additional fees and prosecution by the courts of Pennsylvania.

Included/Excluded Charges: The package prices advertised are based upon single, double, triple, and quad or more occupancy. The price does not include airfare, ground transportation, at event purchases, or purchased drinks at the event. It does include a hotel room for full packages, activities for full packages and entertainment packages, group meals, shows, and empowerment events produced by CRABE.

Currency: Unless otherwise noted, all prices on the website and any fees associated with the 16th Classic R&B Music Festival & Empowerment Conference including any applicable taxes are quoted in United States Dollars ("USD"). All payments to CRABE will be charged in USD to your selected payment method. You may incur an additional fee by your bank or credit card processor if it is an international transaction.

Credit Cards/Cancellation Fees: CRABE reserves the right to charge additional fees for returned payments, late payments, missed payments, canceled cards, chargebacks, invalid credit cards, and cancellations. The fee assessed shall be the greater of \$50 or 5% of the total transaction.

Trip Protection: All payments to CRABE are 100% non-refundable so you may want to purchase Travel Protection. It is your responsibility to contact Travel Insured International for any Trip Protection information, as certain benefits are time sensitive, including Cancel For Any Reason (CFAR). CFAR coverage is 75% of the nonrefundable trip cost. Trip cancellation must be 48 hours or more prior to event start date. CFAR must be purchased at the time of plan purchase and within 14 days of your initial trip deposit. This benefit is not available to residents of New York State. Get a free quote at http://www.classicrandbevents.com/insurance www.ClassicRandBevents.com/Insurance

Guest Full Name Printed: Reservation #

Date: ____ /

Guest Signature:

IF YOU REGISTERED BY PHONE THIS DOCUMENT MUST BE SIGNED AND FAXED BACK TO 888-519-1230 OR EMAILED TO INFO@CLASSICRANDBEVENTS.COM IN ORDER FOR YOUR RESERVATION TO BE CONFIRMED.

I understand that there are no refund for any monies submitted for this event and it is 100% my responsibility to purchase Trip Protection during or after I register for this event to protect this purchase. Classic R&B Events CRABMF24: Terms of Purchase & Terms & Conditions Page 1 of 3 Guest Initials _____

THE 16th ANNUAL CLASSIC R&B MUSIC FESTIVAL OCTOBER 2-6, 2022

TERMS AND CONDITIONS

IMPORTANT NOTICE: THESE ARE THE TERMS AND CONDITIONS OF THE LEGALLY BINDING CONTRACT BETWEEN YOU AND CLASSIC R&B EVENTS LLC, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THIS CONTRACT CONTAINS ALL TERMS OF OUR AGREEMENT AND SUPERSEDES ALL OTHER ORAL, IMPLIED OR WRITTEN AGREEMENTS, COMMUNICATIONS OR REPRESENTATIONS. THE WORD "YOU" REFERS TO ALL PERSONS BOOKING OR PURCHASING EVENT PACKAGES OR CONCERT TICKETS TO THE 16th CLASSIC R&B MUSIC FESTIVAL & EMPOWERMENT CONFERENCE UNDER THIS CONTRACT. THE WORDS "WE" AND "US" REFER TO CLASSIC R&B EVENTS LLC, AND ANY PARENT, SUBSIDIARY OR OTHER AFFILIATED COMPANIES. NOTICE: YOUR ATTENTION IS ESPECIALLY DIRECTED TO CLAUSES A.1, A.3, A.4, A.5, A.6, A.7, and A.8 BELOW, WHICH CONTAIN IMPORTANT LIMITATIONS ON YOUR RIGHT TO ASSERT CLAIMS AGAINST US AND CERTAIN THIRD PARTIES, INCLUDING LIMITATIONS ON THE FORUM, THE TIME FOR FILING LEGAL PROCEEDINGS, AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION.

SUBJECT TO SPECIFIC EXCEPTIONS, ANY DISPUTES ARISING OUT OF OUR RELATIONSHIP WILL BE ARBITRATED BEFORE THE AMERICAN ARBITRATION ASSOCIATION IN MONROE COUNTY, STATE OF PENNSYLVANIA, U.S.A. ANY DISPUTES NOT SUBJECT TO ARBITRATION SHALL BE LITIGATED, IF AT ALL, IN AND BEFORE THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF PENNSYLVANIA, OR, AS TO THOSE LAWSUITS AS TO WHICH THE FEDERAL COURTS OF THE UNITED STATES LACK SUBJECT MATTER JURISDICTION, IN THE COURTS OF MONROE COUNTY, STATE OF PENNSYLVANIA, U.S.A., TO THE EXCLUSION OF ALL OTHER COURTS.

IMPORTANT TERMS AND CONDITIONS OF CONTRACT—READ CAREFULLY BEFORE ACCEPTING GENERAL PROVISIONS

Important Definitions /Third-Party Beneficiaries:(a) "CRABE" refers to CLASSIC R&B EVENTS LLC, and any parent, subsidiary, or other affiliated companies, all parties may be collectively referred to as the "Company" or "Companies".

The person accepting this contract represents that he/she is authorized by all persons on the same booking to accept and agree to be bound by the terms and conditions of this contract on their behalf. Although this contract refers to Owner, CRABE, and the Companies as "we" and "us," neither Owner, CRABE or Company shall be liable for the acts or omissions of any other Company or with respect to the services provided or to be provided by any other Company.

Limitation on Liability; Governing Law; Non-Provider Services:

(a) In the event you are injured, become ill, or die, or your property is lost or damaged, or you and/or your property is delayed, or you sustain any other loss or damage whatsoever, we will not be liable to you unless the occurrence was due to our negligence or willful fault. We disclaim liability to you under any circumstances for infliction of emotional distress, mental suffering or psychological injury which was not: (i) the result of physical injury to you caused by the negligence or fault of an employee, manager, or agent of CRABE; (ii) the result of you having been at actual risk of physical injury caused by the negligence or fault of an employee, manager or agent of CRABE; or (iii) intentionally inflicted by an employee, manager or agent of CRABE. In no event will we be liable to you for consequential, incidental, exemplary or punitive damages.

(b) This contract is issued at East Stroudsburg, Pennsylvania.

We do not undertake to supervise, nor assume any liability in respect of, the acts or omissions of the venue physician, venue's nurse, (c) retail shop personnel, health and beauty staff, photographers, or any other third party providing services, all of whom are either independent contractors or are employed by independent contractors, and work directly for the passenger when performing their services. All excursions, accommodations, and services in the air and on land (referred to as "Non-Provider Services") are performed by third parties who are independent contractors, and not by us. We neither supervise nor control the activities provided by Non-Provider Services and assume no liability and make no representation either express or implied as to their suitability. By way of example only, Non-Provider Services include goods and services provided by venue physicians, air ambulance, hotels, restaurants, airlines (including the airline(s) used in any Air Package), railroads, shore excursion, and tour operators, helicopter operators, amusement park operators, dayboat operators, and motorcoach operators. As a result, you are assuming the entire risk of utilizing Non-Provider Services subject only to whatever terms or arrangements are made by you or on your behalf with the third party furnishing the Non-Provider Service. Similarly, any medical examination or treatment you receive from medical personnel at the 16th CLASSIC R&B MUSIC FESTIVAL & Empowerment Conference is provided solely for your convenience by independent contractors rather than our agents or employees. We do not undertake the responsibility to supervise the medical expertise of any such personnel nor the treatment or procedure performed by them and will not be liable for the consequences of any examination, advice, diagnosis, medication, treatment, prognosis, or other professional services that a doctor or nurse may furnish or fail to furnish to you. Furthermore, you may be charged for such professional services.

(d) You assume all risks for injury, death, or loss as a consequence of your use of the venue athletic or recreational equipment or as a consequence of criminal conduct by any third party.

5. Change in Itinerary/Cancellation/Cabotage Laws:

(a) Although we will use our best efforts to provide you with the 16th CLASSIC R&B MUSIC FESTIVAL & Empowerment Conference, situations may occur which require that changes be made. By way of example only, we may adjust itineraries and schedules, change talent performing at the 16th CLASSIC R&B MUSIC FESTIVAL & Empowerment Conference without any further obligation to you to refund any portions of your purchase or reimburse any of your expenses. If CRABE cancels the 16th CLASSIC R&B MUSIC FESTIVAL & Empowerment Conference, due to casualty, weather, labor problems, the need to render assistance to others, governmental or insurer directives, passenger or employee injury or illness, schedule delays or changes by third parties, CRABE's only obligation in CRABE's sole discretion, is to you will be to reimburse the cost of your package. If the 16th CLASSIC R&B MUSIC FESTIVAL & Empowerment Conference, is canceled before commencement, you will be entitled, as your exclusive remedy, is to receive the applicable Refund Amount. If the 16th CLASSIC R&B MUSIC FESTIVAL & Empowerment Conference is canceled after commencement, you will be entitled, as your exclusive remedy, to receive

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Classic R&B Events CRABMF24: Terms of Purchase & Terms & Conditions Page 2 of 3 Guest Initials _____

the applicable Refund Amount less a reasonable allowance for services already provided to you. The reasonable allowance will be determined on a pro-rata basis by taking into account the time missed relative to the scheduled duration of the 16th CLASSIC R&B MUSIC FESTIVAL & Empowerment Conference. For sake of clarity, all payments made to CRABE for the 16th CLASSIC R&B MUSIC FESTIVAL & Empowerment Conference are non-refundable and nothing contained herein shall be construed to give you grounds to get a refund if you decide to cancel. CRABE will not be responsible for any loss incurred due to a canceled/delayed flight or other means of transportation booked by you. If the 16th CLASSIC R&B MUSIC FESTIVAL & Empowerment Conference, is postponed before commencement, your reservation will be honored on the newly acquired dates.

6. Payment Terms:

(a) CRABE has several payment plans available to you for the 16th CLASSIC R&B MUSIC FESTIVAL & Empowerment Conference. By selecting one or more of the payment plans available, you authorize us to charge your Payment Method for monthly or quarterly payments as selected without additional notice to you. You expressly agree not to dispute any credit card charges associated with this trip. (b) Cancellation Policy: All payments to CRABE are non-refundable. CRABE may adjust itineraries and schedules, change any talent performing at the 16th CLASSIC R&B MUSIC FESTIVAL & Empowerment Conference, without any further obligation to you. CRABE will not be responsible for any loss incurred due to a canceled/delayed flight or other means of transportation. If the 16th Classic R&B Music Festival & Empowerment Conference, is postponed before commencement, your reservation will be honored on the newly acquired dates. (c) Included/Excluded Charges: The package prices advertised are based upon single, double, triple, and quad occupancy. The price does not include airfare, ground transportation, at event purchases, or purchased drinks at the event. It does include a hotel room for full packages, activities for full packages and entertainment packages, group meals, shows, and empowerment events produced by CRABE. (d) Transfer Policy: Since all payments to CRABE are non-refundable, if you cannot attend this event you may transfer your registration to someone else name BEFORE NOVEMBER 1, 2024 for a transfer fee of \$75 per person. Any attempt to cancel any payments made via checks, money orders, your bank or Credit Card Company will incur additional fees and prosecution by the courts of Pennsylvania. (e) Credit Cards/Cancellation Fees: CRABE reserves the right to charge additional fees for returned payments, late payments, missed payments, canceled cards, chargebacks, invalid credit cards, and cancellations. The fee assessed shall be the greater of \$50 or 5% of the total transaction.

(f) Trip Protection: All payments to CRABE are 100% non refundable so you may want to purchase Travel Protection. It is your responsibility to contact Travel Insured International for any Trip Protection information, as certain benefits are time sensitive, including Cancel For Any Reason (CFAR). CFAR coverage is 75% of the nonrefundable trip cost. Trip cancellation must be 48 hours or more prior to event start date. CFAR must be purchased at the time of plan purchase and within 14 days of your initial trip deposit. This benefit is not available to residents of New York State. Get a free quote at <u>www.ClassicRandBevents.com/Insurance</u>

(g) Currency: Unless otherwise noted, all prices on the website and any fees associated with the 16th CLASSIC R&B MUSIC FESTIVAL & Empowerment Conference including any applicable taxes are quoted in United States Dollars ("USD"). All payments to CRABE will be charged in USD to your selected payment method. You may incur an additional fee by your bank or credit card processor if it is an international transaction.

7. Personal Information; Authority to Use and Sell Pictures, Video Images, and Audio Recordings: Personal information we collect from you may be used by us or our affiliates for marketing purposes; it will not, however, be sold to unaffiliated third parties. In addition, some governmental and quasi-governmental agencies require or request that we provide them with your personal information. You authorize us to use and/or provide to others your personal information as described above and acknowledge that we do not assume any liability to you for our doing so. We periodically photograph or otherwise film people participating in 16th CLASSIC R&B MUSIC FESTIVAL & Empowerment Conferences for retail, marketing, promotional, publicity, and training purposes. Without any requirement that we compensate you or obtain any additional approvals from you, you authorize us to include photographic, video recordings, and other visual portrayals of you, as well as voice recordings included with any videos, in photographs, videos, DVDs, or other media that we sell at retail or that we use for marketing, promotional, publicity and/or training activities in all media now known or hereafter devised without any limitations whatsoever.

8. Transferability; Separability: This contract cannot be transferred by you. Any additions, deletions, or other alterations to, or waivers of any term of, this contract which are purported to have been made by us and which have not been agreed to in writing by the President of CRABE will not be legally binding upon us. Any provision of this contract which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and the validity and enforceability of the remaining terms and conditions of this contract will not otherwise be affected, nor will the validity and enforceability of such provision be affected in any other jurisdiction.

9. Photography: CRABE may take photographs or film of its 16th CLASSIC R&B MUSIC FESTIVAL & Empowerment Conference and 16th CLASSIC R&B MUSIC FESTIVAL & Empowerment Conference participants, and participant grants CRABE express permission to do so and grants CRABE permission to use such photographs/film for promotional or commercial use. DISCLAIMER:

CLASSIC R&B EVENTS LLC, including its affiliate, subsidiary, and parent companies, all entertainers performing and their agents neither controls, nor operates, nor are they responsible for the actions of independent contractors such as airlines, railroad companies, tour operators, or ground transporters. The above said deny any responsibility for liability for late arrival of your flight or train or for any illness, injury, damage, loss of 16th CLASSIC R&B MUSIC FESTIVAL & Empowerment Conference time, or other irregularities resulting therefrom. Your signature is binding. We reserve the right to change all itineraries and entertainers without notice and with no further obligation. Any dispute arising from this reservation must be settled in East Stroudsburg, Pennsylvania.

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