

Effective Date: December 3, 2018

## **ENDEAVOR EXPERIENCES, LLC - TERMS OF USE**

### **ACCESS TO AND USE OF OUR SERVICE IS PROVIDED BY ENDEAVOR EXPERIENCES, LLC SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS.**

#### **1. Acceptance**

The augustaatnight.com website ("Site") and/or app (collectively the "Service") operated by us, Endeavor Experiences, LLC ("Experiences", "we", "us", "our").

By using the Service, you agree, without limitation or qualification, to be bound by these terms and conditions of use (the "Terms of Use") and Experiences's [Privacy Policy](#) (the "Privacy Policy") incorporated herein by reference.

Where permitted by local law, Experiences reserves the right to modify or revise the Terms of Use, in its sole discretion, at any time. By downloading and using the Service, you agree to be bound by any and all subsequent modifications or revisions and to comply with any applicable laws and regulations. Experiences recommends that Service users review the most up-to-date version of the Terms of Use periodically.

We do not guarantee that the Service, or the Contents (as described in more detail below), will always be available or be uninterrupted. We may suspend, withdraw, discontinue, or change all or any part of the Service without notice. We will not be liable to you if for any reason the Service is unavailable at any time or for any period. You are responsible for making all arrangements necessary for you to have access to the Service. You are also responsible for ensuring that all persons who access the Service through your internet connection or using your device are aware of these Terms of Use and other applicable terms and conditions, and that they comply with them.

The materials provided on the Service are protected by applicable law, including, but not limited to, United States copyright laws and international treaties.

#### **2. Personal Information**

The personal information you submit to Experiences and that Experiences collects from you is governed by Experiences's [Privacy Policy](#). To the extent there is an inconsistency between these Terms of Use and the Privacy Policy, the Privacy Policy shall govern. You are responsible for providing information that is accurate, current and complete.

If you provide information that is not accurate, current, or complete, or if Experiences has reason to believe that information you provided is not accurate, current, or complete, Experiences has the right to prohibit you from any and all future use of the Service.

#### **3. Use Restrictions**

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You agree that you will not remove or modify any acknowledgements, credits, or legal notices contained on the Service or in the Contents. Where applicable, you shall include the following copyright notice: "Copyright © 2018, Endeavor Experiences, LLC. All rights reserved."

Any special rules for the use of other items provided on the Service may be included elsewhere within the Service and are incorporated into these Terms of Use by reference. The use of the Contents on any other site or in a networked computer environment for any purpose is prohibited.

You may not use the Service in any manner that could damage, disable, overburden, or impair the Service, or interfere with any other party's use and enjoyment of the Service. You may not attempt to gain unauthorized access to the Service through hacking, password mining, or any other means.

You may not reverse engineer any aspect of the Service or do anything which might discover source code or bypass or circumvent measures employed to prevent or limit access to any part of the Service. You may not attempt to circumvent any content-filtering techniques we employ or attempt to access any area of the Service that you are not authorized to access. You may not develop any third-party applications that interact with the Service without our prior written consent, including any scripts designed to scrape or extract data from the Service.

Experiences reserves the right, in its sole discretion, to terminate your access to the Service, or any portion thereof, at any time, if there is a justifiable reason, without prior notice or any notice.

If, for any reason, you create any derivatives, modifications, or improvements to the Contents and/or Service ("Derivatives"), all right, title and interest (including existing and future intellectual property rights) in such Derivatives ("Derivative Rights") vest in Experiences immediately upon creation. You hereby assign to Experiences with full title guarantee all right, title, and interest in all such Derivative Rights. You represent and warrant that use by Experiences or its licensees of the Derivative Rights will not infringe the intellectual property rights or other rights of any third party. You must do all things and sign all documents necessary or desirable to give effect to this paragraph.

#### **4. Hyperlinks from the Service**

The Service may contain hyperlinks to other websites and webpages (including websites and webpages on which you may make purchases) ("Third-Party Pages"), as well as to text, graphics, videos, images, music, sounds, applications, and information belonging to or originating from other third-parties (collectively, "Third-Party Applications"). Experiences does not investigate, monitor, control, or review any Third-Party Pages or Third-Party Applications to ensure their accuracy, completeness, or appropriateness.

Experiences is not responsible for the Third-Party Pages or any Third-Party Applications accessed through the Service. The inclusion of any hyperlinks to any Third-Party Pages or Third-Party Applications on the Service does not indicate Experiences's approval or endorsement thereof. If you choose to leave the Service to access any Third-Party Pages or Third-Party Applications, you do so at your own risk. You take full responsibility for using, purchasing, or refraining from purchasing and goods or services contained on such Third-Party Pages or Third-Party Applications. If you do purchase goods or services from such Third Party Pages or Third-Party Applications please read their contractual terms carefully before making such purchase. Remember, your contract for those goods or services will be with that third party and not with Experiences.

When you use Third Party Pages or Third-Party Applications, any personal information you provide will be dealt with under such third party's privacy policy.

Some of the links included on our Service might be affiliated links. These links may result in Experiences receiving a fee or commission as a consequence of your clicking through to Third-Party Pages or Third-Party Applications or purchasing goods or services from them.

**5. No Reliance on Information**

The material and Contents on the Service are provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the Service.

Although Experiences makes reasonable efforts to update the information on the Service, Experiences makes no representations, warranties, or guarantees, whether express or implied, that the information and/or Contents on the Service is accurate, complete, or up-to-date.

**6. Liability of Experiences and Its Licensors and Partners**

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Experiences may update the Service and/or may change the Contents at any time. However, please note that any of the Content on the Service may be out of date at any given time, and Experiences is under no obligation to update it. Experiences does not guarantee that the Service, or any of the Contents on it, will be free from errors or omissions.

Subject to applicable law, Experiences will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with use or inability to use, the Service or use of or reliance on any Contents displayed on the Service.

Experiences will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of the Service or to your downloading of any Contents on it, or on any website linked to it.

Except as otherwise expressly permitted herein, you agree not to use the Service for any commercial or business purposes, and subject to applicable law Experiences has no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity arising out of or related to your use, or the performance of, the Service.

To the extent permitted by applicable law, Experiences excludes all conditions, warranties, representation, or other terms that may apply to the Service or any Contents on them, whether express or implied.

Nothing in these Terms of Use excludes or limits Experiences's liability for death or personal injury arising from negligence, or fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by applicable law.

**7. Indemnity**

You will be responsible for and will be liable to us and indemnify us against any loss or damage suffered by Experiences as a result of: (a) your use of the Service and/or Contents other than as permitted under these Terms of Use; and/or (b) your breach of these Terms of Use.

You agree to indemnify us in full against any third party liabilities, claims, costs, loss, or damage incurred as a result of any breach by you of these Terms of Use.

**8. General**

Experiences makes no claims that the Contents and/or Service are appropriate or may be downloaded and/or used outside of the United States of America or the other jurisdictions specifically targeted by Experiences (if any). Access to and use of the Service and/or Contents may not be legal by certain persons or in certain countries.

If you access, use, and/or download the Service and/or Contents from outside the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

The following provisions survive the expiration or termination of these Terms of Use for any reason whatsoever: Liability of Experiences and its Licensors and Partners, No Reliance on Information, Use Restrictions, Submission of Ideas, Indemnity, Purchases, Viruses, Trade Marks, Applicable Laws, Waiver and Severability, and Complete Agreement.

## **9. Applicable Laws**

Subject to the provisions of applicable law, these Terms of Use are governed in accordance with the laws of New York, United States of America, without regard to its conflict of law provisions. You and Experiences hereby expressly consent to and agree that any and all disputes, claims, controversies, or causes of action arising out of or relating to the Terms of Use or the Privacy Policy or in connection with any matters related to the Service (each, a "Claim"), shall be: (a) arbitrated on an individual basis only, and shall not be consolidated or joined with or in any arbitration or other proceeding involving a Claim of any other party, and (b) settled by binding arbitration in New York County, New York before a single arbitrator appointed by the American Arbitration Association in accordance with its then governing rules and procedures, and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. If, as required by applicable law, a Claim may not be arbitrated, you and Experiences hereby expressly consent and submit to the exclusive jurisdiction of the state and federal courts of the Borough of Manhattan, New York, United States of America for the adjudication or disposition of any such Claim.

## **10. Waiver and Severability**

If any provision of these Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any of these Terms of Use shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

## **11. Notice and Take Down Procedures**

If you believe the Contents (or any part thereof) accessible on or from the Service infringes your intellectual property rights, you may request removal of those materials (or access thereto) from the Service by contacting Experiences (address identified below) and providing the following information:

- identification of the work that you believe to be infringed. Please describe the work, and where possible include a copy or the location (e.g., URL) of an authorized version of the work;
- identification of the Content that you believe to be infringing your intellectual property rights and its location. Please describe the Content, and provide us with its URL or any other pertinent information that will allow us to locate the Content;
- your name, address, telephone number, and (if available) email address.
- a statement that you have a good faith belief that the complained-of use of the work is not authorized by the intellectual property rights owner, its agent, or the law;
- a statement that the information you have supplied is accurate, and indicating that "under penalty of perjury," you are the intellectual property rights owner or authorized representative of the intellectual property rights owner; and
- a signature or the electronic equivalent from the intellectual property rights owner or authorized representative of the intellectual property rights owner.

Our address for intellectual property rights issues relating to the Service is as follows:

Endeavor Experiences, LLC

Attn: Legal Department

Address: 9601 Wilshire Blvd. 3<sup>rd</sup> Floor, Beverly Hills, California 90210

Email: [copyrightagent@img.com](mailto:copyrightagent@img.com)

In an effort to protect the rights of intellectual property rights owners, Experiences maintains a policy for the termination, in appropriate circumstances, of users of the Service who are repeat infringers.

**12. Copyright and Trade Marks**

Unauthorized use of any Experiences and/or IMG Worldwide, LLC or WME IMG, LLC (or any partner or contractor thereof) trademark, service mark or logo is prohibited, and may be a violation of federal and state trademark law.

**13. Viruses**

We do not guarantee the Service will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programs, and platform in order to access and use the Service. You should use your own virus protection software.

You must not misuse the Service by knowingly introducing viruses, trojans, worms, logic bombs, or other material that is malicious or technologically harmful. You must not attempt to gain unauthorized access to the Service, the server on which the Service is stored, or any server, computer or database connected to the Service. You must not attack the Service via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you may be committing a criminal offense under applicable law. Experiences will report any such breach to the relevant law enforcement authorities and will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Service will cease immediately.

**14. Purchases**

Some of the features in our Service may display items that can be purchased from third parties such as ticketing and merchandise vendors. If you click on any links to purchase such items you will be re-directed to the relevant website to complete your purchase. The contract for the purchase of these items will be between you and the third party and the terms and conditions of the third party shall apply. We accept no responsibility for any purchases made by you from third-party retailers accessed through our Service.

When you use third-party webpages or third-party applications, any personal information you provide will be dealt with under such third party's privacy policy.

Some of the links included within our Service might be affiliate links. These links may result in Experiences receiving a fee or commission as a consequence of your clicking through to third-party pages or third-party applications or purchasing goods or services from them.

**15. Complete Agreement**

Except as expressly provided in a particular notice or disclaimer posted by or on behalf Experiences on the Service, these Terms of Use, including the Privacy Policy, constitute the entire agreement between you and Experiences with respect to the use of the Service and Contents.