

# WRISTBAND TERMS

## WRISTBAND TERMS OF USE

These wristbands terms of use apply to Rock On The Range Festival (the “Event”).

All Event wristbands and vehicle passes (collectively, “Wristbands”) are subject to the following terms of use (hereinafter the “Terms”). By accepting possession or by using any Wristbands, User is legally bound to comply with these Terms, and the original authorized purchaser and any Authorized Recipient agrees to inform all of their respective guests of these Terms with due diligence. The Event producer reserves the right, at its discretion, to change, modify, add, or remove portions of these Terms at any time. Please check back periodically for changes.

The user of the wristband voluntarily assumes all risks and danger incidental to the Event for which a wristband is issued, whether occurring before, during or after the event, and expressly waives any claims for personal injury and liability against Front Gate, artists, management, facilities, any other participants, and any and all respective parents, affiliated entities, agents, officers, directors, owners and employees (“Releasees”) on behalf of the wristband holder and any accompanying minor, including those arising out of Releasees’ own negligence. Wristband user bears all risks in inclement weather. Artist, Front Gate, and its entities and affiliates are not responsible for conditions or the actions of the crowd at any Event nor are they responsible for any changes made at the venue including, but not limited to, seating arrangements or venue conditions. Objects may fly into the spectator area during an event and injury may occur. Stay alert at all times before, during and after the Event or performance. If struck immediately ask a staff member for directions to a medical station.

Wristbands evidence a revocable license to enter the Event property. Violation of these terms of use may result in revocation of the license without prior notice.

### **Unauthorized transfers prohibited**

All publicly sold Wristbands are for use by the original authorized purchaser and their invited guest(s) only (each an “Authorized Purchaser”), and are not transferable by the Authorized Purchaser, any of their invited guests, or any other person. Likewise, all Wristbands provide to performing artists, production personnel, vendors, sponsors, and other guests of the Event producer (each an “Authorized Recipient”), are for use by the Authorized Recipient and his or her invited guest(s) only, and are not transferable by the Authorized Recipient, his or her invited guest(s), or any other person. Authorized Purchasers and Authorized Recipients are referred to individually as a “User”. Wristbands obtained from unauthorized sources may be counterfeit and are worthless.

Except as provided herein, Wristbands may not be sold, transferred, or used for any form of commercial or trade purposes, including by not limited to promotions, contests, commercial or advertising purposes, housing, hotels, vacation rentals, sweepstakes, charitable giveaways or other activities absent the Event producer’s prior written consent. No sponsorship, on site marketing, sampling, vending, coupon/product distribution, or other promotional activity may be conducted at the Event (inclusive or

parking pots), absent the Event producer's prior written approval in each instance. Any wristbands used in violation of this provision shall be deemed revoked and void, and their bearers deemed trespassers at the Event.

Resale or attempted resale of Wristbands is grounds for termination of the license and cancellation of the Wristband.

### **Authorization of User's Image and likeness**

User grants the Event producer (and its designees) the right to include the User's image, likeness, actions, and statements in any live or recorded audio, video, film, webcast, stream, or other transmission, exhibition, simulcast, or reproduction made of, or at, the Event in any medium or context for any purpose, including commercial or promotional purposes, without further authorization or otherwise.

### **Ownership and use of Event's Intellectual Property**

The Event producer owns the trademarks, imagery, name, likeness, and trade dress of the Event (collectively, the "Event Intellectual Property") and generally does not permit the use of the Event Intellectual Property by third parties. User agrees not to make use of the Event Intellectual Property except for nominative fair use or with prior written permission from the Event Producer.

### **No audio or video recordings**

The Event producer retains all webcast/Internet rights to the Event. Any live content, whether for Internet or otherwise, from the Event must be specifically agreed to in advance with the Event producer. No one may transmit, broadcast, or communicate any live audio or visual image from the Event site without the Event producer's prior written permission. This prohibition includes use of any service which broadcasts to the Internet (e.g., CoverItLive, Meerkat, Periscope, Qik, UStream, etc.). Even if you are a performer or a sponsor, recording broadcasting, or communicating any live audio or visual image (whether for archival, documentary, or other use) is expressly prohibited, without the prior written permission of the Event producer.

Audio and/or video recordings and related equipment

Without the express prior written permission of the Event producer, User may not bring any audio or video recording devices (except for personal cell phones) into the Event.

### **Photography / photographic equipment**

User may bring personal, non-commercial, photography devices into the Event and may use these devices to obtain still photographs (collectively, "Event Photographs"). By way of example, personal,

non-commercial, photography devices include, but are not limited to, cell phones, small digital or film cameras (without a detachable lens).

Without the express prior written permission of the Event producer, User may not bring any of the following devices into the Event: Any photography device which is designed for, or suitable for, any commercial purpose, selfie sticks, tripods, monopods, boom arms, any device which could be used to mount or hold a photography device or could be used to extend User's reach. Event producer reserves the right, in its sole discretion, to prohibit any device it believes may be used in violation of these Terms, which it believes poses a safety risk, or which it believes may lessen the enjoyment of the Event by others.

USER MAY NOT MAKE ANY COMMERCIAL USE OF ANY EVENT PHOTOGRAPHS WITHOUT THE PRIOR WRITTEN PERMISSION OF THE EVENT PRODUCER. By way of example, commercial use may include, but is not limited to, posting Event Photographs on a website that sells a product, or displays any ads or sponsored links; using or causing Event Photographs to appear in any publication, magazine, serial, or book; using Event Photographs to sell, sponsor, or endorse a product; or using the Event Photographs on any website that is or appears to be affiliated or associated with, or sponsored by the Event or the Event producer. Event producer reserves the right to prohibit any use of Event Photographs which it believes is in violation of the Terms. Event producer in its sole discretion may determine what constitutes a commercial use not permitted by the Terms.

User may use Event Photographs for User's own direct, noncommercial, use. Examples of direct, noncommercial use include but are not limited to, posting Event Photographs on User's own personal social media account (e.g., Facebook or Twitter) or personal website or personal photo sharing site (e.g., Flickr or Photobucket) unless the account, personal website or personal photo sharing site is affiliated or associated with a commercial use; sharing Event Photographs with User's personal friends or family (whether in electronic or physical media). Direct, noncommercial, use never involves posting of Event Photographs on any website or server, or in any other media whether electronic or physical, which sells any product or service, or features or contains any advertisements or sponsored links, or which purports or appears in any way, to be an official or affiliated website of the Event or the Event producer. Without the express prior written permission of the Event producer, User may not sell, transfer, license, sublicense, give or otherwise transfer any Event Photographs or ownership therein.

Without the express prior written permission of the Event producer, Event Photographs that contains any nudity or partial nudity may not be used for any purpose.

### **Assignment of Copyrights**

Unless otherwise expressly agreed to in writing by the Event producer, User assigns to Event producer the exclusive ownership to the User's Event Photographs and to any audio or video recordings taken at the Event by the User. Event producer may execute any assignment documents on User's behalf as necessary to perfect Event Producer's ownership, and User appoints Event producer as User's attorney-in-fact to execute any such documents for User. User further acknowledges, agrees to, and consents to Event producer registering the copyright with one or more copyright authorities, including but not limited to the United States Copyright Office, and listing the User's contribution as anonymous.

Event producer, as the copyright owner, has the right, but not the obligation, and at its sole discretion, to enforce its copyright rights in any Event Photographs or audio or video recordings taken at the event not permitted by the Terms.

Event Producer assigns to User the non-exclusive right to use User's Event Photographs for User's own direct, noncommercial, use as permitted in the Terms. All other rights not assigned by Event Producer to User are retained by Event producer. Any violation of the Terms shall be grounds for Event producer to cancel the assignment to User.

### **Artists and Set times subject to change**

Event Artists and set times are subject to change without notice

### **Medical Consent**

User consents to have medical treatment that may be deemed advisable in the event of an injury, accident, or illness during the Event and affirmatively releases the Event producer and all persons participating in such medical treatment from all responsibility for any such actions.

### **Consent to Search/refusal/ejection**

User and User's belonging may be searched upon entry into the Event, and User consents to such searches and waives any related claims that might arise against the Event producer and its agent. If User elects not to consent to such searches, User may be denied entry into the Event.

### **Additional Prohibited Items**

In addition to those items prohibited elsewhere in these Terms, without the express prior written permission of the Event producer, User may not bring any of the following items into the Event (or cause any of items to enter the event): glass containers, knives, explosives, sling shots, weapons or firearms of any kind, instruments, colors or patches, drones or remote controlled toys, chains or chain wallets, umbrellas, back packs or duffle bags, camel packs or bota bags, drugs or drug paraphernalia, folding chairs/lawn chairs, hula hoops, outside food/beverage (with exception of sealed water bottle), powdered substances, coolers, metal or glass bottles or cups, pets (with the exception of service animals), and other items as designated by Event producer. Event producer reserves the right to refuse admission to or eject any person, at Event producer's sole discretion, whose conduct is disorderly, disruptive, or who fails to follow the Event's rules or directions, or whose language is vulgar and abusive.

### **Other rights / restrictions**

No sponsorship, on site marketing, sampling, vending, coupon/product distribution, or other promotional/advertising activity may be conducted at the Event (inclusive of parking lots), absent the Event producer's prior written approval in each instance.

The Event producer reserves all rights not expressly granted to User. The terms and restrictions noted on the website of the Event producer's designated ticketing company, and those below, are also included herein by reference:

Show Info

Order Info

Privacy Policy

Terms of Use

In the event of any conflict, these Terms on this page shall prevail.