

2024 Because They're Funny Comedy Festival ("Festival")
Terms & Conditions of Admission

By purchasing or using any "Festival Pass" (as that term is defined below), the named individual purchasing or using any such "Festival Pass" ("Passholders") hereby agrees to all of the following Terms and Conditions:

I. Definition of Festival Pass. As used herein, the term "**Festival Pass**" means any pass or similar document whether in physical or digital format, issued by and legally acquired from ABFF Ventures, LLC d/b/a Nice Crowd ("NICE CROWD") or its authorized agents or representatives by a named individual, which allows the Passholder admission to, viewing of and/or (if permitted) participation only in those specifically-described Festival events, screenings, shows, workshops, panels, showcases, parties, receptions and/or any other Festival events or activities of any kind (herein collectively, "Festival events and activities") as are listed on said Festival Pass or on the NICE CROWD website from which that Festival Pass was purchased as being accessible to a Passholder of that particular Festival Pass. Any document or image, whether in physical or digital format, purporting to be a Festival Pass that was not issued by and legally acquired from NICE CROWD or its authorized agents or representatives will be considered fraudulent and invalid, and will be subject to seizure and confiscation by NICE CROWD or its authorized agents. Each authentic and authorized Festival Pass is hereby made subject to all of the Terms and Conditions set forth herein. Except to such extent, if any, as may be expressly provided in these Terms and Conditions, all Festival Passes are non-transferable and cannot be shared with, or used by, any other person, and all amounts paid by any Passholder for any Festival Pass are non-refundable.

II. Festival Pass Pickup and Use.

A. Pickup Required. To maintain the security and integrity of Festival Passes, such passes will not be issued in advance of the Festival. All such passes must be obtained in person at the Registration Center beginning on Friday, September 27, 2024. The location and hours of the Registration Center's operation will be available on the Festival website. Each Passholder will be required to provide their original confirmation letter along with a government-issued photo ID (passport or driver's license) to obtain their pre-purchased Festival Pass. If the Passholder has designated another individual to pick up their Festival Pass, that designated person must present the original confirmation letter of the Passholder along with a copy of the government-issued ID of the registered Passholder. Festival Passes may not be transferred, and name changes will not be permitted, except as expressly provided in Section IV (A), below.

B. Use and Admission Policies. For security reasons, in order to be allowed entry into any Festival events and activities, each Passholder must wear, possess and present their Festival Pass which entitles that Passholder to attend, view or (if permitted) participate in that Festival event or activity as follows: (1) Festival Passes must be worn on the NICE CROWD-issued lanyard around the neck of the Passholder while attending, viewing or (if permitted) participating in any Festival event or activity; (2) no other laminates may be worn on the NICE CROWD lanyard for the Festival Pass to be valid; and (3) if Festival Passes are not worn or presented correctly by any Passholder, NICE CROWD reserves the right to deny that Passholder entry into any Festival event or activity in or to which he or she would otherwise be entitled to attend, view or participate. Festival Passes admit only one person to any Festival event or activity. Use of any Festival Passes by anyone other than the authorized Passholder, if done with the knowledge of the Passholder, may result, in the sole discretion of NICE CROWD, in the revocation of the misused Festival Pass without a refund or any other liability or responsibility on the part of NICE CROWD.

III. Pass Revocation, Refund and Deferral Policies.

A. Revocation Upon Violation. All Festival Passes are the sole property of NICE CROWD. If any Passholder violates any of these Terms and Conditions, NICE CROWD has the right, in its sole discretion and at any time determined by NICE CROWD, to cancel, revoke and confiscate that Passholder's Festival Pass and /or to refuse to sell or issue any additional Festival Passes to that offending Passholder. NICE CROWD will not be responsible for any penalty, fee, loss, or expense incurred by Passholder that might result from any such action by NICE CROWD, regardless of whether such penalty, fee, loss or expense was foreseeable or whether NICE CROWD was advised of its likely occurrence.

B. Refunds. Except as otherwise expressly provided in this Section III (B), NICE CROWD does not issue refunds for Festival Passes under any circumstances. Any and all payments for Festival Passes are not refundable for any reason, including, without limitation, loss or theft of any such Pass, and/or the failure or inability of any Passholder to use any such Pass(es), even if such failure to use any such Pass(es) is due to any extraordinary circumstances such as illness, acts of God, public health crisis, government restrictions, travel-related problems, acts of terrorism, loss of employment and/or duplicate purchases. NICE CROWD will not issue refunds, deferrals or credits for Festival Passes that have been revoked pursuant to these Terms and Conditions. NICE CROWD will also not issue refunds or credits due to failure to redeem a discount coupon during the registration process.

C. Deferral. If all of the Festival events and activities of this Festival are canceled or postponed in their entirety for any reason, use by the Passholder of the Festival Pass(es) issued by NICE CROWD for the Festival events and activities at this Festival may be deferred for use at the rescheduled Festival (in the event of postponement of all such Festival events and activities), or at NICE CROWD's next annual "Because They're Funny Comedy Festival" (in the event of the cancellation of all such events and activities) by the same Passholder to attend the same Festival events and activities for which the Festival Pass(es) were purchased for use at this Festival. All Passholders affected by the cancellation or postponement of this Festival, or of any individual Festival events and activities, agree with NICE CROWD that aside from the above-described options and remedies, that Passholder will have no other remedy against NICE CROWD, at law, in equity or otherwise, including, without limitation, for a refund of payments made, expenses incurred, or any actual, consequential, or punitive loss or damages of any kind, regardless of whether such loss or damage was foreseeable by NICE CROWD, or NICE CROWD was advised of the same by the Passholder at the time of purchase.

IV. Transfer & Upgrade Policy:

A. Transfers. Requests to transfer any Festival Passes from one person to another must be made via email to btf-boxoffice@nicecrowd.com no later than forty-five (45) days before the first day of the Festival. Transfer requests must be accompanied by a scan of the original confirmation letter and the name, email address and telephone number of the new designated Passholder. NICE CROWD reserves the right to refuse to transfer any Festival Pass to any transferee not qualified to hold that Festival Pass at the time of the proposed transfer, who has violated any of the Terms and Conditions for any Festival Passes, or has otherwise had any of their Festival Passes revoked pursuant to Section III (A), above, at any time prior to the date of any such proposed transfer. The processing fee to transfer a Festival Pass to another Passholder is \$50.00 per transfer.

B. Upgrades. Requests to upgrade a Festival Pass must be made via email to btf-boxoffice@nicecrowd.com no later than forty-five (45) days before the first day of the Festival. The cost to upgrade will be the difference in the price of the upgraded Festival Pass requested by the Passholder as advertised on the official Festival website at the time of the upgrade request, not the price of the relevant upgraded Pass at the time of the Passholder's original purchase of the Festival Pass(es) that

he or she wishes to upgrade. Transfers and upgrades cannot be requested onsite and must be made in advance by the deadline. There are no exceptions.

V. Age Restrictions.

Please note that Festival events and activities at which alcohol is served are restricted to those aged 21 and over. Any Festival events and activities that might involve “adult humor” may be restricted to persons aged 18 and over or restricted to persons of a lesser age deemed appropriate by NICE CROWD in its sole discretion. Any Passholder who does not meet the age requirements for any of these Festival events and activities will be denied access to them and will not be issued a refund or a credit for any part or all of the purchase price of the Festival Pass for that age-restricted event or activity.

VI. Entry Limitations. Festival Passes allow the Passholder entry only to the specific Festival events and activities for which such Festival Pass was issued by NICE CROWD on a first come, first serve basis. The total number of persons admitted to some Festival events and activities may be subject to certain limitations in compliance with state and local laws, including, without limitation, venue capacity, health and safety guidelines, and age restrictions. Age restrictions and occupancy capacity limitations are specific to each venue and may be set by relevant local, state and federal authorities as well as by the venue itself. Venues may each have their own restrictions limiting entry subject to certain guidelines.

VII. Creation of a Contract, Governing Law and Courts. Each Passholder agrees that (1) by the act of purchasing, receiving or using any Festival Pass, without more, he or she is agreeing that: (1) these Terms and Conditions create a contract between the Passholder and NICE CROWD; (2) these Terms and Conditions form all of the terms and conditions of this contract; (3) that this contract is governed by the laws of the State of California; (4) that the courts of appropriate jurisdiction in Los Angeles, California have exclusive jurisdiction of any legal action by any party for any dispute arising out of or relating to this contract; and (5) that none of these Terms and Conditions can be modified except by NICE CROWD or with the express written agreement of NICE CROWD.

VIII. Right to Modify Terms and Conditions. Although NICE CROWD does not intend to modify these Terms and Conditions, it reserves the right in its sole discretion to do so in order to reflect changes in the rules of the Festival venues or in applicable governmental regulations; or to accommodate unforeseen changes in circumstances. Any such changes in these Terms and Conditions will be posted in a clearly visible location on the Festival website and will become effective immediately upon being posted on that site. Please continue to monitor the Festival website for any such changes.