

These Terms of Conditions (the “**Terms**”) are made and entered into by and between you (“**User**”, “**you**” or “**your**”) and Constellations Management LTD., an entity organized under the laws of England and Wales (referred to in these Terms as “**we**”, “**us**” or “**our**”) for the sale of Day Zero Tulum 2024 tickets.

All Day Zero Tulum 2024 (“Day Zero”) tickets are governed by these Terms. By possessing or using any Ticket or entering Day Zero, you agree to abide by these Terms and are legally obligated to comply with them. Day Zero reserves the right to modify these Terms at its discretion, so please check periodically for updates.

Day Zero will adhere to venue policies, public health and safety guidelines, including local applicable at the time of Day Zero, which might change as directed by government agencies, the venue operator, artists, or Day Zero. Failure to comply with laws, mandates, health orders, Day Zero and venue terms may result in denial of admission or expulsion from Day Zero without a refund. Visit Day Zero’s [website](#) for the most current policies and procedures.

Day Zero tickets grant a revocable license for Day Zero entry. Violation of the Terms may lead to license revocation without prior notice.

GENERAL

Getin is the exclusive ticket provider for Day Zero. Only tickets sold via Getin will be accepted at the event. We are not responsible for any transaction made outside the official Day Zero platforms nor for any tickets purchased from any other third parties not named herein.

REFUNDS/ TRANSFERS

Day Zero operates a strict no refund policy. The ticket refunds/resale system for Day Zero Tulum 2024 has closed on December 15th at 11:59 pm ET. If a ticket holder would like to sell or transfer a ticket, ticket holder can do so without changing the name on the ticket, however, be sure to have a copy of the ID of the original purchaser of the said ticket.

XXTRA UPGRADE

Upgrading a regular ticket to an XXTRA ticket can be done [here](#). The XXTRA ticket will give access to a private area, with private bar and bathrooms, and its own range of art installations and performances. XXTRA ticket will also allow holder to skip the queue upon entry to Day Zero.

EVENT, ARTISTS AND SET TIMES SUBJECT TO CHANGE

Day Zero Artists and set times may change without notice and in certain circumstances, may be unable to perform. The date of Day Zero may also be subject to change if Day Zero decides that rescheduling is in the best interests of the ticket purchasers.

OWNERSHIP AND USE OF DAY ZERO INTELLECTUAL PROPERTY; IMAGE AND LIKENESS; PERSONAL CONTENT; COPYRIGHT

Day Zero owns Day Zero's trademarks, imagery, name, likeness, and trade dress (collectively, "Day Zero Intellectual Property"). Use of Day Zero Intellectual Property by third parties is generally prohibited unless authorized in writing by Day Zero. By attending Day Zero, you grant

Day Zero the right to use your image, likeness, actions, and statements for various purposes, including commercial or promotional use, without additional authorization.

User may not make any commercial use of any personal content without Day Zero's prior written permission. By way of example, commercial use may include, but is not limited to, posting personal content on a website that sells a product, or displays any ads or sponsored links; using or causing personal content to appear in any publication, magazine, serial, or book; using personal content to sell, sponsor, or endorse a product; or using personal content on any website that is or appears to be affiliated or associated with, or sponsored by us or Day Zero. We reserve the right to prohibit any use of personal content which we believe is in violation of the Terms. We in our sole discretion may determine what constitutes a commercial use not permitted by the Terms. User may use personal content for User's own direct, noncommercial, use. Examples of direct, noncommercial use include, but are not limited to, posting personal content on User's own personal social media account (e.g., TikTok, Facebook, Instagram, or Twitter); posting personal content to personal website or personal content sharing site (unless the account, personal website or personal content sharing site is affiliated or associated with a commercial use); and sharing personal content with User's personal friends or family (whether in electronic or physical media). Direct, noncommercial, use never involves posting of personal content 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 Day Zero. Without the express prior written permission of Day Zero, User may not sell, transfer, license, sublicense, give or otherwise transfer any personal content or ownership therein. Without the express prior written permission of the Day Zero, personal content that contains any nudity or partial nudity or footage of artist performances may not be used for any purpose.

Unless otherwise expressly agreed to in writing by Day Zero, User assigns to Day Zero the exclusive ownership to User's personal content and to any audio recordings taken at the event by User. Day Zero may execute any assignment documents on User's behalf as necessary to perfect Day Zero's ownership, and User appoints Day Zero as User's attorney-in-fact to execute any such documents for User. User further acknowledges, agrees to, and consents to Day Zero 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. Day Zero, as the copyright owner, has the right, but not the obligation, and at its sole discretion, to enforce its copyright rights in any personal content or audio or video recordings taken at the event not permitted by the Terms. Day Zero assigns to User the non-exclusive right to use User's personal content for User's own direct, noncommercial, use as permitted in the Terms. All other rights not assigned by Day Zero to User are retained by Day Zero. Any violation of the Terms shall be grounds for Day Zero to cancel the assignment to User.

NO LIVE AUDIO, VIDEO STREAMING, OR BROADCASTS

Day Zero retains webcast/Internet rights. Broadcasting live audio or audiovisual images from Day Zero requires explicit prior consent from Day Zero. Use of recording devices is restricted without permission.

ASSUMPTION OF RISK, WAIVER & LIMITATION OF LIABILITY

User acknowledges the risks associated with attending Day Zero, including exposure to viruses, and assumes all related risks and dangers. User releases Day Zero from liability for any injuries sustained at Day Zero.

User forever releases, waives, discharges and agrees not to sue the following: Day Zero owner(s); Day Zero producer(s); Day Zero promoter(s); Day Zero performers, artists and their managers, agents, furnishing companies and representatives; Getin; and all respective parents, subsidiaries, affiliates, partners, owners, members, managers, officers, directors, past and present employees, volunteers, agents, representatives, successors, trustees, successors and assigns of all aforementioned parties (collectively, the "Releasees") from any known or unknown claims, losses, damages, liability, demands, actions, injury or death, including those relating to COVID-19 or any other illness or injury that User may sustain while at the Event, regardless of whether caused by the negligence or other fault of the Releasees or any third party (collectively, "Claims" or, as used individually, a "Claim").

To the fullest extent permitted by applicable laws, none of the Releasees are or will be responsible or liable to User or to any third party for, and User expressly waives all rights to seek any indirect, incidental, consequential, special, exemplary, punitive or other damages under any theory of liability, arising out of or relating in any way to the Terms, the Ticket and/or the Event (even if we have been advised of the possibility of such loss or damages, or such loss or damages were reasonably foreseeable).

MEDICAL CONSENT

By attending, you consent to medical treatment in case of injury or illness during Day Zero and release Day Zero and involved parties from responsibility.

DISPUTE RESOLUTION AND CLASS ACTION WAIVER

Unless prohibited by federal law, User and Releasees (the "Parties" or, individually, a "Party") agree to arbitrate any and all Claims, except for Claims concerning the validity, scope or enforceability of this Arbitration Agreement, through BINDING ARBITRATION. This Arbitration Agreement involves interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA"), and not by state law.

In any claim or dispute to be resolved by arbitration, neither Party will be able to have a court or jury trial or participate in a class action or class arbitration. Other rights that the Parties would have if the Parties went to court will not be available or will be more limited in arbitration, including the right to appeal. Each Party understands and agrees that by requiring each other to resolve all disputes through individual arbitration, WE ARE EACH WAIVING THE RIGHT TO A COURT OR JURY TRIAL. ALL DISPUTES SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS, AND NOT AS A CLASS ACTION, REPRESENTATIVE ACTION, CLASS ARBITRATION OR ANY SIMILAR PROCEEDING. The arbitrator(s) may not consolidate the claims of multiple parties.

Arbitrations shall be administered by the American Arbitration Association ("AAA") pursuant to the applicable AAA rules in effect at the time the arbitration is initiated. User may obtain information about arbitration, arbitration procedures and fees from AAA by calling 800-778-7879 or visiting www.adr.org. If AAA is unable or unwilling to arbitrate a dispute, then the dispute may be referred to any other arbitration organization or arbitrator the Parties both agree upon in writing or that is appointed pursuant to Section 5 of the FAA. The arbitration shall take place in Miami-Dade County, Florida. The arbitrator shall be authorized to award any relief that would have been available in court, provided that the arbitrator's authority is limited to the Parties alone, except as otherwise specifically stated herein. No arbitration decision will have any preclusive effect as to non-parties. The arbitrator's decision shall be final and binding. The Parties agree that this Arbitration Agreement extends to any other parties involved in any Claims, including but not limited to anyone for whom User purchases Tickets and Releasees' employees, affiliated companies and vendors. This Arbitration Agreement shall take precedence over the rules of the arbitration organization or arbitrator in the event of any conflict.

The Parties each may exercise any lawful rights to seek provisional remedies or self-help, without waiving the right to arbitrate by doing so. Notwithstanding any other provision of this Agreement, if the foregoing class action waiver and prohibition against class arbitration is determined to be invalid or unenforceable, then this entire Arbitration Agreement shall be void. If a claim is brought seeking public injunctive relief and a court determines that the restrictions in the Arbitration Agreement prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such claim (and that determination becomes final after all appeals have been exhausted), the claim for public injunctive relief will be determined in court and any individual claims will be arbitrated. In such a case, the court shall stay the claim for public injunctive relief until the arbitration pertaining to individual relief has been entered in court. In no event will a claim for public injunctive relief be arbitrated. If any portion of this Arbitration Agreement other than the class action waiver and prohibition against class arbitration is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Arbitration Agreement. This Arbitration Agreement will survive the termination of this Agreement, your fulfillment or default of your obligations under this Agreement, and/or the Parties' bankruptcy or insolvency (to the extent permitted by applicable law).

Parties agree not to participate in class actions or trials.

CONSENT TO SEARCH AND EJECTION

Ticket holders' belongings may be searched upon entry into Day Zero and ticket holder consents to such searched and waives and related claims that might arise against Day Zero. If a search is not consented to, such person may be denied entry into Day Zero.

GOVERNING LAW

Except as noted in the Arbitration Agreement, any Claims are governed by Florida law.