

# **TERMS AND CONDITIONS - DRINKS ON THE GO**

## **ARTICLE 1: YOUR WRISTBAND**

Please be advised, the purchase and/or use of a Wristband to, and/or entry into, the Festival Footprint (together, referred to as the “Event”) shall constitute Your unconditional acceptance to be bound by any and all of the terms and conditions contained within this agreement (this “Agreement”) between You and Pride Toronto (the “Organisation”) to attend all or part of the Event.

For safety reasons, Pride Toronto reserves the right to, without any prior notice or compensation to You: postpone, cancel, interrupt or stop the Event; provisionally keep visitors on the Event site at the end of the Event; totally or partially vacate the Event site; and deny access to the Event site regardless of the possession of a valid entry wristband.

Subject to the limitations of this Agreement, Pride Toronto reserves the right to change, modify, or alter any aspect of the Event (including, without limitation, the appearance of any performer or artist, and/or the order of performance of any performer or artist), at any time, for any reason whatsoever, without any prior notice or compensation to You. You understand that the artists and/or lineup for the Event may be changed and that such occurrence shall not, under any circumstances, entitle You to any claim whatsoever, including, but not limited to, a refund for Your Wristband.

EXCEPT AS EXPLICITLY OTHERWISE PROVIDED HEREIN, YOU UNCONDITIONALLY UNDERSTAND THAT ALL WRISTBAND SALES ARE FINAL. THERE WILL BE NO WRISTBAND REFUNDS AND/OR WRISTBAND EXCHANGES. THE EVENT IS A RAIN OR SHINE EVENT.

If the Event is cancelled in whole, or in part, due to a Force Majeure Event (as defined below), You will not be entitled to a refund. Notwithstanding the foregoing, Pride Toronto may issue, at its sole and absolute discretion, a partial or full refund of Your Wristband, by accounting for, among other considerations, the extent and nature of the cancellation. A “Force Majeure Event” shall mean an act of God, act of terrorism, flood, tsunami, strike or other labor condition or dispute, an order or injunction of any court or administrative body or any other act of public authority, severe weather threatening the safety of Event attendees or similar contingency or unexpected event, and any such occurrence beyond the reasonable control of Pride Toronto.

You understand that in all instances, the maximum remedy You may receive for any cancellation of any part of the Event, if any, will be the face value of Your Wristband, excluding all fees and/or service charges paid by You in connection with the purchase of Your Wristband.

By entering the Event, You assume any and all risk and/or danger, known and unknown, foreseeable and unforeseeable, resulting from, or incidental to, the Event, whether occurring prior to, during, or subsequent to, the Event, including, but not limited to, any death, personal injury or loss, damage or liability whatsoever. You understand that Your use of Your Wristband is contingent upon Your voluntary assumption of the risk and danger that may result from, or be incidental to, Your presence at the Event, whether occurring prior to, during or after the Event, including, but not limited to, any actions or omissions of Pride Toronto (as defined herein).

You acknowledge and understand that the Wristband is a revocable license to attend the Event for which it was issued, which is subject to revocation and denial of admission without compensation for any reason, including, but not limited to, Your attempted or actual violation of any of the rules set forth herein, policy or regulations and for any other action taken by You in violation of any laws of Ontario or Canada, or that may endanger other event goers.

## **ARTICLE 2: WRISTBAND AND PROOF OF AGE REQUIRED**

In order to enter into the Event, You must have Your own valid proof of purchase for your Wristband. One proof of purchase is required for each Wristband and per attendee and will only be valid on the day(s) of the Event and area(s) of the Event as indicated on the website, please check [www.pridetoronto.com](http://www.pridetoronto.com) for exact information.

Your Wristband is not redeemable for cash. There will be no replacements for Wristbands that are lost, stolen, destroyed or damaged and You unconditionally accept the risk of damage to, loss of and/or theft of Your Wristband.

To ensure that Your Wristband is valid, purchase Your Wristbands from Eventbrite, Inc. ("Eventbrite"). Wristbands from unauthorized sales channels may be forged. In no event will forged wristbands be honored or eligible for a refund.

You must submit the proof of purchase for Your Wristband for validation upon entry into the Event.

The purchase of Wristbands is limited to persons that meet the minimum age requirements on or before the day of the Event. To purchase a wristband, You must be at least eighteen (19+) years of age or older. The Drinks on the Go program is intended for 19+ audiences only.

You must have one of the forms of approved identification listed below to receive Your Wristband, the ID must demonstrate your proof of age and be government issued. No exceptions will be made, even if You are accompanied by an adult or a person with valid identification. Failure to provide valid identification shall preclude You from

receiving Your Wristband and You shall not be entitled to any refund nor will You be entitled to, or will Pride Toronto be liable for, any other damages, including, but not limited to, incidental and/or consequential damages. In addition, during the Event, You must be able to provide valid identification if requested by a member of security or crew. If You are not able to show a valid identification, You may be promptly ejected from the licenced part of the footprint.

To consume, be served, purchase or possess alcohol anywhere on the licenced part of the footprint You must have one of the forms of approved identification listed below that demonstrate proof of age to purchase a Wristband and/or to consume, be served, purchase or possess alcohol. No exceptions will be made for the purchase or consumption of alcohol, even if You are accompanied by an adult or a person with valid identification. Failure to provide valid identification shall preclude You from purchasing a Wristband or being served, purchasing, consuming, or possessing alcohol. In addition, during the time You are have a wristband on, or are being served, consuming, purchasing or possessing alcohol, You must be able to provide valid identification if requested by a member of security or crew. If You are not able to show valid identification, You may be promptly ejected from the 19 + Area, or the Event, at Company's discretion, and if ejected from the Event, you may be ejected without the opportunity to return, and You shall not receive a refund of Your Wristband or any other refund, nor will Pride Toronto be liable for any other damages, including, but not limited to incidental or consequential damages.

**The following original forms of identification are ACCEPTABLE:**

- Ontario Driver's License
- Passport
- Foreign Driver's License

**The following forms of identification are UNACCEPTABLE:**

- Expired Identification Card
- School Identification Card
- License/Identification Card issued in countries other than the U.S. or Canada
- Birth Certificate
- SIN Card
- Federal Immigration Card
- Copies of any acceptable forms of identification.

## ARTICLE 3: SECURITY CHECK

**Access to the Event site is PROHIBITED and refused to, but not limited to, people who:**

- Are under the influence of illegal drugs or any other illegal substances.
- Are clearly suffering from alcohol or other intoxication which, in Event staff's sole discretion, has caused You to be in an impaired state.
- Have been previously banned from festivals and/or other events by the organizer, the administration or legal authorities.
- Are demonstrating an intent to disturb the peace or to provoke someone else to do so
- Engage in fighting or disruptive behavior.
- Use foul language.
- Wear clothing with obscene or indecent language.
- Resist the direction of and search by the event security guards and security services.
- Refuse to declare and forfeits objects that are prohibited, as set forth herein.
- Distribute flyers or posters on or near the event site. If You would like to promote one of Your events, then please visit the official Pride Toronto website for more information.
- Act in violation of the provisions of one or more articles of these regulations or in the spirit thereof.

Please note all wristband holders will be searched upon entering the Event site. Security guards will inspect all objects brought onto the Event site including, but not limited to, clothing, luggage and other personal items in order to detect objects that may disrupt the course of the Event, jeopardize the safety of other wristband holders, or disturb the peace. Security guards may search any persons and property on the Event site at any time, including, but not limited to, bags, purses, and confiscate any prohibited items, in their sole discretion. Given the volume of attendees, all confiscated items or any items will not be held checked or returned. For that reason, please read Article 4 carefully.

## ARTICLE 4: FORBIDDEN OBJECTS

**Prohibited items inside the Festival:**

- Glass of any kind
- Weapons of any kind (regardless of permit)
- Paint of any kind (including paint markers and spray paint)
- Fireworks

- Illegal substances
- Drugs or drug paraphernalia
- Large chains
- Laser pointers
- Large umbrellas
- Unsealed over the counter medications/vitamins (prescription drugs in non-approved containers must be turned over to Medical)
- Vending without a permit
- Bicycles, scooters, go carts, or ATVs
- Pets – UNLESS it is a service animal, and You are a person with disabilities, or service animals in-training and have appropriate apparel and have on Your person credentials from an accredited school for which the dog is being raised. Please email Your questions regarding service animals to Pride Toronto.
- Coolers
- Open containers
- Multi-pocket backpacks larger than 24" x 12" (cinch packs are permitted)
- Large backpacks
- Luggage
- Push carts
- Sports equipment (including frisbees)
- Tents or camping gear
- Soap, shampoo, conditioner, or other detergents
- Flammable products
- Camera tripods
- Projectiles or explosives
- Knives or sharp objects
- Open fires
- Water guns or misters
- Chairs
- Flyers, stickers, posters
- Hammocks
- Grills of any kind (including propane and charcoal)
- Generators
- Gas masks or tactical gear
- Aerosol cans (including deodorant and perfume)
- Chinese lanterns
- Drones or unmanned aerial vehicles

- Any other items deemed as posing a threat to the safe enjoyment of the patrons.

## ARTICLE 5: CONDUCT AT THE EVENT

### At the Event, it is forbidden to:

- Try to access or be in sections restricted to certain festival goers, unless in accordance with Your Wristband or credentials, such as production rooms, artists' lodges, VIP zones, press rooms, offices, backstage and working areas.
- Climb tents, constructions, fences, closures, lighting columns, tables, benches or any other infrastructure of the Event site.
- Obstruct entrances, exits and evacuation routes and/or to linger at these locations any longer than strictly necessary for entering or exiting the Event site.
- Wear a disguise or obstruct Your face to avoid being recognized.
- Display or make texts, symbols, images, gestures, wear clothing or articles of dress which, in the sole discretion of Event staff or security personnel, contain and/or display language and/or images which are obscene, racist, xenophobic, provocative, or discriminatory.
- Be under the influence of illegal drugs or any other illegal substances.
- Be clearly suffering from alcohol or other intoxication that, in Events staff's sole discretion, has caused You to be in a impaired state.
- Disturb the peace, demonstrate an intent to disturb the peace or provoke someone else to do so, or compromise the safety of the general public.
- Sell drinks, food, or any other product without the express consent of Pride Toronto
- Throw or shoot any object or liquid or throw or shoot any other product in loose or gaseous form.
- Urinate in public.
- Re-enter the Event after being removed or banned from the Event, even if You are in possession of a new Wristband (such Wristband will not be refunded).
- Deface, mark, damage, tear down or otherwise destroy, in whole or in part, any of the decorations or part of the Event site.
- Litter or fail to maintain the cleanliness of the Event site.
- Resist the direction of, and search by, security personnel.
- Refuse to declare and forfeit objects that are considered to be dangerous or off-limits by the Event's security personnel – security personnel are under no obligation to return such forfeited items.
- Act in violation of the provisions of one more articles of these regulations or the spirit thereof.

You must heed the directions of Event organizers and security personnel at all times whilst on the Event site. If You fail to comply with such directions, You will be removed from the Event site, and, if necessary, Event staff may call on the police for assistance.

## **ARTICLE 6: RE-ENTRY**

If You are removed from the Event, Your wristband shall not be refunded and You will be denied re-entry, even if You are in possession of a new Wristband. If You have a new Wristband, Event staff may seize that Wristband and You shall not receive a refund.

## **ARTICLE 7: UNAUTHORIZED SALE OR USE OF WRISTBAND**

Anyone caught forging entry wristbands or any other special admission wristbands in order to access or sell such wristbands to the Event will be prosecuted without exception. Counterfeit wristbands will not be honored or refunded by Pride Toronto and Your purchase of such wristband(s) is not binding on Pride Toronto whatsoever.

Anyone caught tampering with or sharing their Wristband will be immediately ejected and banned from the Event.

Wristbands may not be resold without prior explicit permission from Pride Toronto. Wristbands which appear to have been resold without permission from Pride Toronto will not be honored or subject to a refund.

The resale, attempted resale, or purchase of Your Wristband at a price higher than the official purchase price from the authorized wristband agent Eventbrite, or other Pride Toronto -authorized sale channels, is grounds for seizure and cancellation of Your Wristband without compensation. The only valid wristbands are those purchased and/or redeemed through Eventbrite or other Company-authorized sale channels listed on the official Company website.

Wristbands may not be used in association with any giveaway, sweepstakes, contest or similar activities, including, but not limited to, as a prize or incentive, without the Company's prior written consent. Any Wristband so used will automatically become void at the Company's sole discretion with no refund to You and/or the wristband holder.

## **ARTICLE 8: EVENT SAFETY**

Due to weather or other conditions, the floors and/or Event grounds may in whole, or in part, slippery.

## **ARTICLE 9: MEDICAL CARE**

You hereby consent to medical care and transportation in order to obtain treatment in the event of injury as Event staff, security, police or medical professionals may deem appropriate in their reasonable discretion. You understand this waiver extends to any liability that arises out of, or is in any way connected with, the medical treatment and transportation provided in the event of an emergency and/or injury.

You hereby agree to release and hold harmless Pride Toronto Parties from any liability arising out of or in connection with the actions or omissions of Pride Toronto Parties related to Your medical care.

You recognize and acknowledge that there are hazards and risks of physical injury or illness and that not all such risks can be fully eliminated. By entering the Event site, You voluntarily agree to assume the full risk of death, bodily injury or property damage, regardless of severity, that may sustain as a result of attendance at the Event or while on the premises, except to the extent caused by the gross negligence or willful misconduct of Pride Toronto.

## **ARTICLE 10: INDEMNIFICATION**

You hereby indemnify and hold harmless Pride Toronto and subsidiary companies, and each of their respective representatives, officers, directors, owners, members, trustees, agents, employees, successors, licenses and assigns, Eventbrite, and any other designated wrist banding agent, Event sponsors/promoters, and the performing artists, including, but not limited to, their respective management, their agents, their staff and their designees (collectively, the "Pride Toronto and its Parties") from any loss, liability, damage or cost in any way arising out of, or related to, Your actions and omissions at, around, or while traveling to and from, the Event.

You hereby waive, discharge, hold harmless and covenant not to sue Pride Toronto and its parties from any and all liability arising out of, or in connection with, the Event, for any claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or experiences of whatsoever kind, nature, or description, whether direct or indirect, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, arising out of, or related to, the Event, Your attendance at the Event, or Your travel to and from the Event, except to the extent caused by the gross negligence or willful misconduct of Pride Toronto and its Parties.

IN NO EVENT WILL PRIDE TORONTO and its PARTIES OR THEIR SUPPLIERS, ADVERTISERS AND SPONSORS, BE RESPONSIBLE OR LIABLE TO YOU OR



ANYONE ELSE FOR, AND YOU HEREBY KNOWINGLY AND EXPRESSLY WAIVE ALL RIGHTS TO SEEK, DIRECT, INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, REVENUES OR BUSINESS OPPORTUNITIES, OR OTHER DAMAGES OF ANY TYPE, AND ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, ARISING OUT OF, OR IN CONNECTION WITH, THE EVENT OR ANY PRODUCT OR SERVICE PURCHASED AT THE EVENT, EVEN IF PRIDE TORONTO and its PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER THE CLAIM IS BASED UPON ANY CONTRACT, TORT, OR OTHER LEGAL OR EQUITABLE THEORY. WITHOUT LIMITING THE FOREGOING, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT PRIDE TORONTO and its PARTIES WILL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR (a) ANY FAILURE OF ANOTHER ATTENDEE OF THE EVENT TO CONFORM TO THESE RULES, (b) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, WHETHER ARISING IN CONTRACT OR IN TORT, RESULTING FROM YOUR ATTENDANCE AT THE EVENT, (c) ANY ERRORS, MISTAKES, INACCURACIES OR OMISSIONS IN ANY CONTENT, OR (d) ANY LOST, STOLEN OR DAMAGED WRISTBANDS, OR FAILURE OF EVENT STAFF OR SECURITY TO HONOR YOUR WRISTBAND. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE EVENT IS TO LEAVE THE EVENT. THE ALLOCATION OF RISK BETWEEN US IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN US. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES, SO THESE MAY NOT APPLY TO YOU. IN SUCH CASES, PRIDE TORONTO and its PARTIES' LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE BY YOU.

## **ARTICLE 11: MISCELLANEOUS PROVISIONS**

In no event shall Pride Toronto and its Parties be liable for any claim unless written notice is given within six (6) months from the date of the loss. No suit for any cause may be maintained against Pride Toronto and its Parties unless it is commenced within one (1) year after the Event

YOU HEREBY ACKNOWLEDGE AND AGREE THAT ANY DISPUTE IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE, YOU KNOWINGLY, VOLUNTARILY, INTENTIONALLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT YOU MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY DISPUTE OR CONFLICT IN CONNECTION WITH THIS AGREEMENT.

You understand that Pride Toronto and its Parties and all other related parties, including, but not limited to, each of Pride Toronto and its Parties and the related

parties' management, employees, and agents, will not be held responsible, financially or otherwise, for any items that are left, lost, stolen, destroyed, confiscated, damaged or misplaced anywhere at the Event site regardless of fault or reason, so act accordingly.

You unconditionally agree that the terms and conditions contained herein and/or referenced herein represent the entire agreement between You and Pride Toronto with respect to its subject matter, and shall supersede and replace all prior contemporaneous understandings, communications, and agreements, written or oral, regarding such subject matter which contradict these terms, including, but not limited to, the text contained on the back of the actual Wristband and/or any contrary understanding or agreements between You and Pride Toronto. You further confirm that there are no other agreements between You and any of the other Parties connected to Pride Toronto. You unconditionally agree to be bound by any and all of the terms and conditions contained herein and/or referenced herein and any additions, changes and/or modifications thereof, which may be made from time to time without prior notice to You. Any updates to our new terms and conditions will be posted to this website address.

If any provision of this Agreement is found to be invalid or unenforceable, that provision shall be enforced to the maximum extent possible so as to affect the intent of the parties hereto, and the other provisions contained herein will remain in full force and effect. Company's failure to insist upon or enforce any provision of this Agreement shall not be construed as a waiver of any provision or right.