

## **SUMMARY**

After-School All-Stars is delighted to have you join us for the Annual Westime Charity Night! In order to participate in this unique vent, we require that you agree to certain terms and conditions including, but not limited to: (1) adhering to our COVID protocols and procedures (2) accepting restrictions regarding gifts, prizes or auction items; (3) assuming responsibility for any shipping costs, taxes or fees related to gifts, prizes or auction items; (4) permitting photography/videography of you during the event; (5) strictly honoring our non-disclosure and confidentiality policy; (6) adhering to our appropriate conduct policy; and (7) adhering to our social media policy. Failure to abide by any of the terms and conditions may result in your being refused entry to the event or being removed from the event. Please review the complete terms and conditions below.

## **EVENT TERMS & CONDITIONS**

After-School All-Stars (“ASAS” or “we”) is delighted to have you, our valued guest (“you”), join us for the Annual Westime Charity Night benefitting ASAS (“Event”). In order to participate in this unique Event, we require that you agree to the following terms and conditions.

### **COVID-19 HEALTH AND SAFETY PROTOCOLS**

We appreciate your partnership as we ensure that all guests can safely enjoy this special night. Safety precautions will be enacted in accordance with the evolving COVID-19 health situation in Los Angeles County at the time of the event. For now, LA County has relaxed restrictions, and we will do our best to both take every precaution as well as ensure that all guests are able to enjoy the full festivities during the event.

All guests will be required to provide proof of full vaccination as defined by the CDC (2 weeks after the second dose in a 2-dose series or 2 weeks after a single-dose vaccine). For guests who do not wish to provide proof of vaccination, rapid tests will be administered on-site. Guest who are fully vaccinated MAY additionally be required to take a rapid test, depending on the current health situation and at the discretion of the event organizers. Guests will need to receive a negative test result in order to enter the event. Should a positive result be received, the guest(s) will be asked to leave the event. Vaccination information will only be shared with the affiliated parties producing the event including After-School All-Stars, Oak Productions, Westime and The Baker Group in order for them to make informed health and safety decisions pertaining to the event. This information will not be shared for any other purpose than stated above. Other precautions before and during the event may include: temperature checks, mask wearing and/or other measures as dictated by current guidance. We will proactively communicate the health and safety measures that will be in place closer to the event date but please do not hesitate to reach out with questions. Failure to comply with these measures before and at the event itself will result in dismissal from the event without possibility of a refund.

### **GIFTS, PRIZES AND AUCTION ITEMS**

You may choose to purchase an auction item or to accept a gift or prize (collectively referred to as an “Item” or “Items”) during the Event. All Items are provided to you “as is” and are not guaranteed or insured by ASAS, Westime, Arnold Schwarzenegger, Oak Productions, The Baker Group or any of the other parties involved in producing or supporting the event or any of their directors, officers, agents or employees (the “ASAS Parties”). The ASAS Parties are not responsible for any loss or damage of any nature

to the Items. The ASAS Parties cannot transfer or substitute the Items or redeem the Items for cash or credit.

By accepting an Item, you agree to be responsible for paying all applicable taxes and fees including but not limited to sales or income tax. You will be issued an IRS Form 1099 for receipt of any Item with an approximate retail value of \$600 or more.

If you do not take an Item home with you the night of the Event, you agree to pay for all costs and bear all risk related to storing, shipping and handling (local and international) or delivering the Item to you.

For any experience or travel Items, you must travel on the dates and according to the itinerary specified by the ASAS Parties unless otherwise indicated. You are responsible for obtaining all necessary travel authorizations, visas or other documentation and travel to the location of the experience or where the travel commences at your expense. Travel restrictions, conditions and limitations may apply. The ASAS Parties are not responsible for any cancellations, delays, diversions or substitutions, or any act or omission of any third party with respect to any experience or travel Item.

Any Items involving interaction with celebrities are subject to security and background checks for you and your guest(s). The ASAS Parties reserve the right to deny or terminate any experience or travel Item, in whole or in part, if in the sole opinion of any of the ASAS Parties, you or your guest(s) behave in a manner that is obnoxious, offensive, disruptive, threatening, abusive or harassing before or during the experience or travel Item.

#### **PERSONAL MEDIA CONSENT & RELEASE**

By attending the Event, you consent and irrevocably grant to the ASAS Parties the unrestricted right to photograph, film, record and/or otherwise fix or reproduce your name, image, likeness, voice, actions or behavior ("Materials"). You irrevocably grant permission to the ASAS Parties to use, adapt, modify, reproduce, distribute and otherwise exploit the Materials in whole or part throughout the universe in perpetuity in any and all media and methods without any compensation to you.

You release the ASAS Parties from any and all claims you may have now or in the future arising out of the use of the Materials, including, but not limited to, claims for invasion of privacy, right of publicity and defamation.

If you would like to opt out of this personal media consent and release, you must contact an ASAS staff member in advance of the Event at [Kristy@afterschoolallstars](mailto:Kristy@afterschoolallstars). You may also reach out directly to the President Andrea Bazán at 919-930-4523. Please provide the following information that the ASAS team will need in order to comply with your request: name and contact information and a clear photograph that can be used to identify your likeness during the event.

#### **NON-DISCLOSURE & CONFIDENTIALITY POLICY**

In order to allow our hosts, you and your fellow guests to fully enjoy the Event, you agree to keep confidential all confidential, personal, proprietary and other non-public information ("Confidential Information") you may learn as an attendee of the Event including documents, photographs, conversations and any other materials related to the Confidential Information.

You agree to make use of Confidential Information only in connection with your attendance at the Event as approved by the ASAS Parties. You will not use Confidential Information for any other purpose or

disclose any Confidential Information to any persons whatsoever without prior written consent by an authorized representative of ASAS. You shall not receive any right or license, whether express or implied, in the Confidential Information. ASAS shall remain the sole owner of the Confidential Information including any modifications or improvements that you may make to the Confidential Information.

#### **APPROPRIATE CONDUCT POLICY**

You agree to engage in conduct related to your attendance at the Event that is respectful and appropriate as determined in the sole opinion of the ASAS Parties. Specifically, you agree to respect the privacy of the Event hosts and to not intrude upon private portions of the home where the Event is hosted. You agree to cooperate with all instructions from the ASAS Parties and to abide by any rules regarding conduct at the Event as may be set forth by the ASAS Parties.

#### **SOCIAL MEDIA POLICY**

You agree to engage in social media activity related to your attendance at the Event that is respectful and appropriate as determined in the sole opinion of the ASAS Parties. Specifically, you agree that the content of your social media activity related to the Event will be limited in scope to you, your guest(s) and the ASAS Parties. You are encouraged to celebrate ASAS, Westime and the other brands generously supporting the Event on social media. However, you agree to refrain from any social media activity that may, in the sole opinion of any of the ASAS Parties, intrude upon the privacy of the Event hosts and your fellow guests. You also agree to refrain from using gambling terms such as “poker,” “tournament” and “casino night” to describe the Event.

The ASAS Parties reserve the right to flag any social media content for removal that violates this Social Media Policy in the sole opinion of the ASAS Parties.

#### **RIGHT TO REFUSE ENTRY OR REMOVE FOR VIOLATIONS**

**IN ADDITION TO ANY OTHER LEGAL RIGHTS AND REMEDIES THAT MAY BE AVAILABLE, THE ASAS PARTIES RESERVE THE RIGHT TO REFUSE ENTRY TO YOU OR YOUR GUEST(S) OR TO REMOVE YOU OR YOUR GUEST(S) FROM THE EVENT IF IN THE SOLE OPINION OF ANY OF THE ASAS PARTIES, YOU OR YOUR GUEST(S) VIOLATE ANY OF THE TERMS AND CONDITIONS CONTAINED HEREIN, INCLUDING BUT NOT LIMITED TO THE NON-DISCLOSURE & CONFIDENTIALITY POLICY, THE APPROPRIATE CONDUCT POLICY AND THE SOCIAL MEDIA POLICY, BEFORE OR DURING THE EVENT. YOU UNDERSTAND AND ACKNOWLEDGE THAT YOU WILL NOT BE ENTITLED TO A REFUND OR COMPENSATION OF ANY KIND IF YOU OR YOUR GUEST(S) ARE REFUSED ENTRY TO THE EVENT OR REMOVED FROM THE EVENT FOR VIOLATION OF THESE TERMS AND CONDITIONS.**