

Sports Empire, Inc ("SEI") Terms & Conditions

Please read these Terms & Conditions carefully as they contain important information about the package details and limitations of liability.

- Tickets included in the package are Run of House Upgrades to most events are available. Seating may be benches/bleachers without seat backs.
- Tickets are issued in pairs Odd numbers (or larger blocks) of tickets nor specific ticket locations can be requested but cannot be guaranteed.
- Walking distance may be over one mile to the event venue from your parking/shuttle location.
- Car rentals include only state and local taxes*(See below)
- Travel insurance, available through your travel professional, is recommended.
- Pre-Race Pit Pass: NASCAR requires you must be at least 16 years of age and has a dress code +(See below)
- For our hosted events, you may pick up your Travel Desk components during scheduled hours. If you are unable to do so, they may be left for you in an
 envelope at the hotel front desk <u>but</u> you then expressly release SEI from any and all responsibility for the personal and safe delivery of the items.

RESERVATIONS: A nonrefundable deposit of 50% of the total package price is required at time of booking. Nonrefundable final payment is due at least seventy -five (75) calendar days before program commencement. Bookings received within one hundred (100) days of program commencement require immediate full payment. We recommend purchasing cancellation and trip interruption insurance, which is available through your travel agent. Visa and MasterCard accepted. All prices are subject to change until deposit is received. By paying the deposit you acknowledge that you have read and agree to all the terms and conditions provided on your confirmation. **PACKAGE PRICE:** Land portion of the program includes all features listed. No person may occupy accommodations held by SEI unless that person has prepaid for the accommodations. Rollaway, if available, are subject to an extra charge paid directly to the hotel. No refund is made for unused package features. Any personal expense such as phone calls, room service, alcoholic and bar beverages, laundry and incidental expenses are <u>not</u> included. Smoking on motorcoaches is strictly prohibited. *Car rentals do <u>not</u> include airport fees/additional driver/child safety seat/refueling service surcharges/underage driver fees, or LDW, ALI, PAI or PEP. **CANCELLATIONS:** On cancellations received less than one hundred (100) calendar days prior to departure or in the event of a no show the booking will be considered cancelled and all payment will be forfeited. SEI reserves the right to resell package space without notice if final payment has not been received by the due date. It is at SEI's discretion to cancel any reservations if actual traveler names are not provided at least fourteen (14) calendar days prior to departure. Name changes may be permitted within fourteen (14) calendar days prior to departure for a fifty dollar (\$50.00) payment per person. All name changes and associated charges are at the sole discretion of SEI management.

DOCUMENTS: Written confirmation will be issued after full deposit has been received. Travel documents are issued at least seven (7) calendar days before departure. Event tickets to be delivered no later than the day of the event. For an additional fee to SEI, Client may receive their event tickets from SEI earlier, depending on the event and venue and, at the sole discretion of SEI.

RIGHTS, DISPUTES & LIABILITY: SEI is not responsible for any delays of transportation which may cause package members to miss any event(s) of the package purchased. The suppliers who are providing services are independent contractors and are not principals, agents, employees, master, servants, representative, partners or joint ventures of SEI. SEI assume no responsibility nor any liability in connection with the service of any of these suppliers including but not limited to, train, vessel, carriage, aircraft or other conveyance or hotel which is used, either wholly or in part in the performance of its duty to the passengers, neither will they be responsible for any act, error or omission or for any injury, loss, accident, delay, irregularity or expense arising from strikes, war, weather, quarantines, sickness, government restrictions or regulations, Act of God, or any other reason whatsoever. Hospitality packages are a product of the track or stadium and SEI has absolutely no control over the quality of the hospitality and cannot be held liable for the content or services provided. Weather conditions may affect your travel to and from an event. No refunds will be given if you are unable to arrive in a timely fashion due to weather. If an event is cancelled in its entirety solely due to weather, any/all refunds will be in accordance with the rules and regulations of the venue and/or event team and will only be for the face value of the tickets purchased. In case any event is postponed due to inclement weather or other factors beyond SEI control, no refunds will be issued and participants will be responsible for alternate accommodations and/or travel arrangements. Any related additional expenses or fare revisions, if any, shall be borne by the passenger(s). Conversely, prorated refunds will be made to the passenger(s) if any savings is realized by SEL. SEI reserves the right to terminate event participation of any person who is abusive of others (including but not limited to other passengers or staff) or whose behavior disrupts the operation of the package or event. SEI does not provide individual assistance to guests for wheelchairs, walking, dining or other personal needs. Any condition or disability requiring special attention must be reported to SEI at time of booking and we will advise hotels of any special requests but they cannot be guaranteed. Persons needing such assistance must be accompanied by an able companion who will assist them provided they pay the package costs. SEI reserves the right to substitute accommodations and alter the itinerary or reverse the places to be visited. SEI has the right to terminate any part or all components of a package any time prior to departure. If any package must be withdrawn prior to the passenger(s) participation in the package, SEI's liability is strictly limited to a refund of monies received by SEI. SEI is committed to customer satisfaction. Any disputes and discrepancies must be made in writing within thirty (30) calendar days of conclusion of the event to SEI at the address above. SEI is not liable for the acts, errors, omissions, representations or negligence of any thirdparty supplier or for any personal injuries, death, property damage, or other damages or expenses resulting therefrom. No refunds will be issued in the event of any delay, cancellation, overbooking, strike, force majeure or other causes beyond SEI's direct control, and SEI shall have no responsibility for any additional expenses, omissions, delays, re-routing or acts of any government or authority. Notwithstanding the conditions set forth, if SEI is found liable for any loss or damage with arises out of or in any way connected with a package, then the liability of SEI will in no event exceed, in the aggregate the monies paid to SEI for the package. The limitations in this Section will survive and apply if any limited remedy specified in these Terms & Conditions is found to have failed of its essential purpose.

NASCAR EVENT: +NASCAR rules state that you must be at least 16 years of age. Open toed shoes, tank or halter tops, short pants and coolers are <u>not</u> allowed in the pita area or on the pit road; no exceptions. NASCAR controls the opening and closing of pit road area including but not limited to safety and weather factors. SEI is <u>not</u> responsible if you are not granted access pit area or pit road; no refunds will be issued if you are not granted access.

PAYMENTS: SEI currently accepts credit card payments from MasterCard and Visa. This is subject to change at any time at SEI's sole discretion. Program participant agrees not to charge back any bank charges against the credit card for products and services rendered by SEI and received by program participant. SEI reserves the right to apply a fifty dollar (\$50.00) charge for a disputed chargeback resolved in SEI's favor. If SEI has to use a collection agency, Client will be responsible for all costs and expenses related to the collection agency including but not limited to reasonable attorney fees. Any late or nonpayment of all or partial monies due to SEI will be subject to collection and compound interest at the highest statutory amount allowed under California state code.

By purchasing any package from SEI, you agree that proper venue for any claim against SEI that may arise is Los Angeles County, California.

PLEASE NOTE THAT SPORTS EMPIRE HAS NEVER FAILED TO DELIVER AN EVENT TICKET.

Payment of deposit or full payment shall constitute consent to all above Terms & Conditions. Sports Empire, Inc. is not affiliated with or endorsed by any amateur or professional sporting or festival organization.

Signature