

# OR FESTIVAL TERMS & CONDITIONS

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## OR FESTIVAL TERMS & CONDITIONS

Please read these OR Festival Terms and Conditions carefully as they set out the rules and regulations of the Festival along with your rights and liabilities at the OR Festival. These terms and conditions not only apply to you as the ticket holder but also to all individuals for whom you have purchased tickets.

By purchasing tickets for OR Festival, you acknowledge and agree to be bound by these Terms and Conditions at the Festival. It is your responsibility to ensure that all individuals accompanying you and for whom you have purchased tickets are familiarized with and comply with all the rules and regulations outlined herein in this Agreement.

The OR Festival Organizers reserve the right to enforce these Terms and Conditions to ensure the safety, security, and enjoyment of all the visitors. Failure to comply with these Terms and Conditions may result in denial of entry, removal from the Festival Premises, or legal action as deemed necessary.

The rules, regulations, terms, and conditions of the OR Festival are as follows: -

### **1. DEFINITION**

- A. Festival:** refers to OR Festival, a transformative gathering organized by Freedom Healing Church, Inc. doing business as One World Family. It is a four-day journey in nature filled with enthralling talks, inspiring workshops, locally sourced cuisine, heart-opening music, captivating performances, and immersive activations. The Festival is scheduled to take place from October 12, 2023, to October 16, 2023, inviting participants to embark on a profound exploration, fostering personal growth, connection with nature, and an enriching experience of self-discovery.

- B. Festival Premises:** refers to the designated premises where the OR Festival is set to take place. It encompasses the various venues, stages, installations, facilities, and accommodations provided for the convenience and comfort of Visitors. The Festival Premises serves as the central hub for all activities, performances, workshops, gatherings, and stays during the duration of the Festival.
- C. Festival Property:** refers to all tangible and intangible assets associated with the OR Festival, including but not limited to venues, facilities, structures, equipment, installations, accommodations, tents, furnishings, decorations, utensils, lights, decorations, and other essential elements. This encompasses both movable and immovable items that are leased or owned by the Organizers or third-party entities. Festival Property encompasses all necessary components for the successful execution of the Festival experience.
- D. Organizers:** refers to Freedom Healing Church, Inc. doing business as One World Family, the entity responsible for the planning, coordination, and execution of the OR Festival. One World Family plays a crucial role in ensuring the smooth operation of the Festival and facilitating an enjoyable experience for all Visitors.
- E. Visitors:** refers to individuals attending the OR Festival, including but not limited to ticket holders, attendees, guests, and volunteers.

## **2. ELIGIBILITY**

- 2.1.** The OR Festival is a private event organized by the Freedom Healing Church, Inc. DBA One World Family on an invitation basis. Only individuals who have received a valid invitation from the One World Family are eligible to purchase tickets for OR Festival, through the designated booking page at <https://imaginemagic.org> By purchasing tickets, you confirm eligibility as per the One World Family's invitation.

**2.2.** In accordance with the Festival policy, no one below the age of 18 years is eligible to purchase tickets and attend the OR Festival. Only Visitors who are 18 years old and above are eligible to purchase tickets and attend the Festival. Please note, no exception will be made to this rule even if the person is accompanied by Parents, Guardians, and/or any other Adult Person.

**2.3.** The Organizers reserve the right to verify the eligibility of a purchaser and deny entry to the Festival, if eligibility criteria are not met or if any terms are violated. Please note, such a denial would not make any person eligible for ticket refunds.

### **3. PURCHASE OF TICKET**

All tickets for the OR Festival must be purchased exclusively from the official webpage of the Festival <https://imaginemagic.org>. This is the only authorized platform for purchasing tickets and the Organizers will not accept or endorse any responsibility for tickets purchased from any unauthorized sources. Visitors are strongly advised to exercise caution and avoid purchasing tickets from any other sources to prevent the risk of counterfeit and invalid tickets.

### **4. TICKET INCLUSION**

The ticket purchased shall grant Visitors entry to the transformational gathering at OR Festival held from October 12, 2023, to October 16, 2023, as specified in the invitation. The ticket includes accommodation, meals, and access to all the activities and events listed on the Festival's official webpage. However, please note that the ticket does not include additional items which may be available for purchase at the Festival, ranging from but not limited to drinks, artworks, and various other items. Visitors may choose to avail these extra items at their own expense.

### **5. ENTRY TO THE FESTIVAL**

The Entrance to the Festival Premises is strictly limited to Visitors holding valid Tickets. Upon arrival, Visitors may be subject to verification of identification. Therefore, Visitors are requested to bring a valid government-issued identification card to the Festival and cooperate with the Festival staff by presenting their tickets and identification card upon request. Failure to provide a valid ticket and identification may result in denial of entry to the Festival Premises, such denial would not make any person eligible for ticket refunds.

## **6. REGULATIONS FOR VISITORS AT THE FESTIVAL**

Visitors shall adhere to the following rules and regulations to ensure a safe, peaceful, and enjoyable experience of all the Visitors and participants at the OR Festival.

**6.1. General Conduct:** The Visitors shall maintain good and peaceful behavior at the Festival.

**6.2. Respect for others:** The Visitors shall maintain respectful behavior and treat all other visitors, Organizers, participants, performers, artists, staff, and nature surrounding them with respect and kindness. In addition to this, the Visitors shall refrain from engaging in any form of harassment, discrimination, or disrespectful behavior based on race, ethnicity, gender, sexual orientation, religion, or any other personal characteristics.

**6.3. Follow the Instructions & Reporting:** The Visitors shall strictly follow all the instructions and guidelines provided by the Organizers, staff, and security personnel from time to time during the Festival. Moreover, the Visitors are encouraged to promptly report any suspicious or concerning behavior or incidents directly to the Organizers.

**6.4. Signboards:** The Visitors shall strictly follow the signboards, instructions, guidelines, and safety measures displayed on the Festival Premises.

**6.5.Noise Control:** The Visitors shall refrain from playing loud music or engaging in any activities that may disturb the surrounding environment, particularly during nighttime hours. It is essential to respect the tranquility of the Festival surroundings and the comfort of fellow visitors.

**6.6.Cleanliness:** The Visitors shall actively contribute to maintain the cleanliness and sustainability of the Festival ground and their accommodation.

**6.7.Interaction with the third person:** The Visitors shall obtain explicit consent before engaging in any physical contact or interaction with any unknown person. It shall be the duty of the Visitors to respect the personal boundaries and comfort levels of others.

**6.8.Sexual Misconduct:** The Organizers maintain a zero-tolerance policy towards any form of sexual misconduct, harassment, or illegal activities. Visitors are strictly prohibited from engaging in any form of criminal sexual offenses during the Festival. While the Festival respects individual freedom and privacy, sexual activities should only occur in a private space and with the consent of all parties involved.

**6.9.Prohibited Products:** The Visitors are strictly prohibited from bringing any type of drugs, alcohol, illegal mind-altering substances, weapons, sharp and pointed objects, fireworks, flammable items, implement of destructions, speaker louder than 100 decibels, glass containers, animals (except for any Service Animal), drones and professional recording equipment's at the Festival. Any violation of these prohibitions may result in the confiscation of the items and appropriate actions taken by the Organizers.

**6.10. Security Checks:** In order to maintain a safe and secure environment at the Festival, the Organizers and security team reserve the right to conduct security

checks on the Visitors, their bags, luggage, and accommodations in case of any suspicion of a threat or the presence of prohibited items. These checks are conducted to ensure the safety and well-being of all attendees at the Festival. By attending the Festival, Visitors agree to cooperate with and comply with the security checks as requested by the Organizers and security team.

**6.11. Drinking & Smoking:** The OR Festival has strict policies in place regarding smoking and drinking on the festival premises. Smoking and consumption of any illegal substance is strictly prohibited throughout the Festival Premises. The Visitors who wish to smoke cigarettes may do so in open, uncrowded areas, being mindful of others and ensuring that no inconvenience or harm is caused to other attendees. Visitors must adhere to all applicable laws and regulations regarding the consumption of alcohol and smoking. The Organizers emphasize the importance of responsible consumption and encourage Visitors to prioritize their own well-being and the well-being of others.

**6.12. Compliance with law & regulations:** The Visitors shall fully abide with all the Local, State, and Federal laws and regulations while attending the Festival. This includes but is not limited to, any law and regulation pertaining to drugs, alcohol, smoking, noise, or other relevant laws.

**6.13. Parking Disclaimer:** The Organizers of the Festival will not provide any parking spaces for Visitors. Therefore, Visitors who choose to attend the Festival in their own vehicles may park their vehicles outside the Festival Premises at their own risk. The Organizers do not assume any responsibility for the safety and security of vehicles parked outside the Festival Premises. The Visitors are advised to take necessary precautions and park their vehicles in accordance with local parking regulations, at their own discretion.

**6.14. Prohibition of Unauthorized Commercial Activities:** The Visitors are prohibited from engaging in the sale of goods and services to other visitors. The Festival strictly prohibits Visitors from any kind of commercial activities or solicitation within the premises.

**6.15. Public Decency & Hygiene:** The Visitors shall not engage in any behavior that compromises the cleanliness, hygiene, or public decency of the Festival Property. This includes refraining from urinating in public areas or outside designated restroom facilities. The Visitors acknowledge that proper sanitation facilities are provided at the Festival, and it is their responsibility to utilize these facilities for personal hygiene needs.

**6.16. Projectile Prohibition:** The Visitors are strictly prohibited from throwing or shooting any objects, including solid, liquid, or gaseous substances in the Festival. This prohibition applies to all forms of projectiles that may pose a risk to other Visitors, attendees, or Festival Property.

**6.17. Fire Safety Compliance:** The Visitors shall follow all the fire safety regulations and guidelines and shall refrain from open flames, fireworks, or any other activities that may pose a fire hazard at the Festival.

**6.18. Asset and Property Preservation:** The Visitors are expected to demonstrate respect for the Festival's assets, furniture, equipment, decorations, and other properties. Any intentional or reckless damage or destruction of these items is strictly prohibited. Visitors must exercise care and refrain from engaging in any activities that may result in harm to Festival Property. In the event, any damage or destruction is caused, the Visitors responsible shall be held liable for the costs of repair or replacement.



**6.19. Liability in case of Accidental Damage to Festival Property:** The Visitors are required to act responsibly and exercise caution to prevent any accidental damage to Festival Property. In the event of accidental damage, Visitors must promptly report the incident to the Festival staff or designated personnel. Please note, reporting of accidental damage to staff will not safeguard the Visitor from any liability and the Visitors may be held liable for the costs associated with the repair or replacement of any Festival Property damaged due to their negligence or intentional actions.

**6.20. Theft & Vandalism:** Visitors are strictly prohibited from engaging in any form of vandalism, theft, or unauthorized tempering activities.

**6.21. Personal Belongings:** Visitors shall assume full responsibility for the safekeeping of their personal belongings. The Organizers shall not be held liable for any loss, theft, damage, or misplacement of personal items. The Visitors are advised to exercise caution and take necessary precautions to always safeguard their belongings.

**6.22. Prosecution for Forged Tickets:** The Organizers of the Festival shall possess the absolute right to initiate legal proceedings against any individual found in possession of or attempting to use forged or counterfeit tickets. Such actions constitute a violation of the law and are strictly prohibited. Any person found engaging in such activities will be subject to legal prosecution and may face severe penalties as prescribed by the applicable laws.

**6.23. Music and Ear Protection:** The Festival will feature loud music; the Organizers strongly advise Visitors to take periodic breaks from the music by seeking out areas where no music is being played and to wear appropriate ear protection throughout the Festival.

**6.24. Departure and Preservation of Festival Property:** The Visitors shall plan their departure from the Festival Premises on or before October 16, 2023. It is expected that the Visitors will leave the Festival Premises within a reasonable timeframe after the conclusion of the Festival. Additionally, the Visitors must ensure that they do not take any Festival Property, including but not limited to tents, furnishings, and decorations, when departing from the Festival Premises.

**6.25. Non-Compliance:** The Visitors who fail to comply with any of the terms and conditions outlined in this agreement may be denied access to the Festival Premises, removed from the Festival Premises, or subject to legal actions as deemed necessary by the Organizers.

## **7. CANCELLATION & REFUNDS**

The ticket purchased by the Visitors for the Festival is non-transferable, non-cancellable, and non-refundable. However, the Organizers understand that unforeseen circumstances may arise, and only in such rare cases, the Organizers may consider providing a refund or alternative arrangement at their discretion. The final decision regarding ticket cancellations, transfers, or refunds rests with the Organizer. The Organizers value the satisfaction of their Visitors and will strive to accommodate their needs to the best of their abilities. Visitors are encouraged to reach out to the Organizers directly in case of any exceptional circumstances or requests regarding ticket cancellations or refunds.

## **8. USE OF THIRD-PARTY SERVICE PROVIDER**

By attending the Festival, Visitors acknowledge and accept that various third-party services, including but not limited to performers, artists, chefs, workshop providers, security, emergency medical technicians, and transportation may be involved in

enhancing their Festival experience. Visitors understand that the Organizers do not have direct control over these third-party services and therefore cannot be held liable for any actions, performance, quality issues, omissions, or outcomes related to or unforeseen circumstances that may arise to the provision of these services. Visitors assume all risks and responsibilities associated with engaging with or utilizing the services of third-party providers. The Organizers shall not be responsible for any disputes, damages, or losses arising from interactions with third-party services.

## **9. VISITOR'S PRIVACY AT THE FESTIVAL**

**9.1.**By attending the Festival, Visitors grant the Organizers and its staff, performers, photographers, or authorized representatives the irrevocable right and permission to capture, record, and use their image, likeness, actions, and statements in any live or recorded audio, video, film, webcast, stream, or other transmissions, exhibition, simulcast, or reproduction made of, or at, the Festival. This includes the right to use, publicize and produce the content in any medium or context, including for commercial or promotional purposes, without further authorization or compensation. This rights further extends to the use of the content in advertising, marketing materials, publications, social media, websites, or any other form of media.

**9.2.**By agreeing to this Agreement, Visitors hereby waive any claim or interest they may have in relation to the aforementioned recordings and captured content. Any copyright, neighboring rights, or portrait rights to the recordings, whether currently possessed by the Visitors or acquired during the Festival, shall be fully and unconditionally assigned to the Organizers. Visitors also agree to renounce any claims based on personality rights with respect to the recordings.

9.3. The Organizers may deploy camera surveillance at the Festival Premises for security purposes. The recordings captured by the surveillance cameras will be used solely for maintaining a safe and secure environment during the Festival. The Organizers ensure that these recordings will not be shared with any third parties, except in cases where a formal request is received from the competent authority.

## **10. RIGHT OF ORGANIZERS**

The Organizers reserve the right to change, modify, or vary the performances, workshops, artists, schedules, and Festival dates without prior notice. While every sincere effort will be made by the Organizers to provide a high-quality and enjoyable experience, circumstances beyond the Organizer's control may necessitate adjustments and alterations to the Festival. Visitors acknowledge and accept that such changes may occur, and that the Organizers are not obligated to provide any refund, compensation, or damages as a result. The Organizers will endeavor to inform Visitors of any significant changes through appropriate communication channels, but it is the Visitors' responsibility to stay updated with any announcements or updates regarding the Festival.

## **11. CONFIDENTIALITY**

At OR Festival, Organizers are committed to upholding the privacy and confidentiality of every individual attending the Festival. All Visitors are requested to respect the privacy and dignity of others and strictly refrain from any unauthorized recording, capturing, or dissemination of confidential information, including images, videos, or any other form of media. This includes but is not limited to, capturing images or videos of performers, participants, staff, or any other Visitors in a state of intoxication or exhibiting behaviors that may compromise their privacy or dignity. By attending the

Festival, all Visitors are required to comply with this policy and refrain from engaging in any form of videography, audio recordings, or photography that violates the privacy and confidentiality of others. Any violations of this policy may result in appropriate action being taken to ensure the privacy and well-being of all participants.

## **12. NO LIVE AUDIO, VIDEO STREAMING, OR BROADCASTS**

The Organizers of the Festival maintain exclusive webcasting rights, including live-streaming capabilities. Visitors are strictly prohibited from conducting any form of live streaming, including audio or audiovisual content, from the Festival Premises without obtaining prior written permission from the Organizers. This restriction is implemented to ensure the protection of confidentiality and upholding of intellectual property rights at the Festival. However, Visitors are permitted to capture and share brief clips of the Festival on their personal social media platforms, as long as it adheres to the designated guidelines for acceptable use and does not violate any confidentiality or intellectual property rights of any person. It is crucial to emphasize that Visitors are not authorized to exploit such content for commercial gain.

## **13. INTELLECTUAL PROPERTY RIGHTS**

The Organizers exclusively own and control all logos, trademarks, and intellectual property associated with the Festival. Additionally, the Organizers have obtained necessary licenses and rights from the Performers, Artists, and Workshop Providers for their respective performances, artworks, workshops, and related content. Visitors acknowledge and agree that all intellectual property rights, including but not limited to copyrights, trademarks, and patents, are protected and retained by the respective rights holders. Visitors shall not use, reproduce, or modify any intellectual property without prior written consent from the Organizers or the respective rights holders. Any

unauthorized use or infringement of intellectual property rights may result in legal action.

#### **14. FORCE MAJURE**

**14.1.** In the occurrence of unforeseen circumstances that render the fulfillment of obligations under the Agreement and/or the hosting of the Festival impossible, impracticable, or unsafe, such as natural disasters, unavoidable accidents, fires, strikes, acts of war or terrorism, civil unrest, government actions, national emergency, promulgation, epidemics, pandemics, technical failures, extreme weather conditions or any other events or circumstances beyond the reasonable control of the Organizer, the Organizers shall have the right to exercise necessary measures. These measures may include the rescheduling of the Festival to an alternative date or venue, or the cancellation of the Festival entirely. The Organizers shall make reasonable efforts to notify the Visitors promptly and provide any necessary updates or instructions regarding the status of the Festival.

**14.2.** In the event of cancellation of the Festival, the Organizers are obligated to refund the Ticket price to the Visitor, upon request, within a reasonable time. However, this refund does not cover service fees and accommodation costs incurred by the Organizers. Please note that this refund policy is applicable only in the case of a cancellation of the Festival and is subject to the Visitor's request.

**14.3.** In the event that the Festival is rescheduled by the Organizers due to force majeure circumstances, clause 14.2 shall not be applicable and the Ticket issued to the Visitors will remain valid for the new date to which the Festival has been moved. The Visitor's admission to the rescheduled Festival will be honored with the original Ticket. Please note, Organizers will not be obligated to refund or cancel any tickets if the Festival is rescheduled.

## **15.LIMITATION OF LIABILITY**

**15.1.** The Organizers shall not be held liable for any direct, indirect, incidental, consequential, or special damage incurred by the Visitors in connection with their attendance at the Festival. This includes but is not limited to, any damage arising from personal injury, property damage, loss of profits, or any other losses or expenses incurred by the Visitor.

**15.2.** The Visitors acknowledge and agree that their attendance at the Festival is at their own risk. The Organizers shall not be responsible for any acts, omissions, or misconduct of third parties, including but not limited to performers, artists, vendors, or other visitors. The Organizers disclaim any warranties, express or implied, regarding the Festival, including but not limited to the quality, enjoyment & entertainment of the Visitors, safety, or suitability of the performances, activities, or services provided.

**15.3.** The Organizers are liable only for damage to the Visitors resulting from a shortcoming attributable to the Organizers. The Visitors agree that the total liability of the Organizers in such a scenario for any kind of loss or damage shall be limited to the amount paid by the Visitors for their admission to the Festival.

**15.4.** The limitations and exclusions of liability stated herein shall apply to the fullest extent permitted by law, and the Visitors agree to release and hold harmless the Organizers from any claims, demands, or actions arising out of or related to their attendance at the Festival.

**15.5.** The Organizers shall not be held liable for any loss or damage to personal vehicles used by Visitors to access the Festival Premises. The use of personal cars or any shuttle services arranged by the Organizers through third-party service providers is done at the sole risk and responsibility of the Visitors. The Organizers shall not be

responsible for any accidents, theft, damage, or any other incidents related to the use of personal vehicles or shuttle services.

**15.6.** The Visitors acknowledge and understand that loud music will be played during the Festival. The Organizers advise Visitors to take occasional breaks from the music by visiting areas where no music is being played and to wear ear protection at all times. The Organizers shall not be held liable for any hearing loss, damage to sight, blindness, bodily injury, or damage to personal belongings, including but not limited to clothing.

**15.7.** The Visitors shall solely be liable for any loss or damage arising from a breach of terms referred to in clause 6 of this Agreement.

By attending the Festival, the Visitors acknowledge and accept the terms of this Limitation of Liability Clause and agree to abide by them.

## **16. INDEMNIFICATION**

The Visitors agree to indemnify and hold the Organizers harmless from any and all claims made by third parties, including but not limited to any claims by other visitors, performers, artists, workers, property owners, security, and other persons involved in the Festival, in respect of damages for which the Visitor is liable against such third party under the law. The Visitor shall be liable to compensate the Organizers for complete damage, including legal costs incurred by the Organizers, resulting from the claims of third parties.

## **17. APPLICABLE LAW AND JURISDICTION**

**17.1.** This Agreement shall be governed and construed in accordance with the laws of the State of Nebraska, United States of America.



**17.2.** In case of any disputes, Both Organizers, as well as Visitors, shall make their best efforts to resolve the disputes mutually, and only if the dispute remains unsettled, either party could undertake litigation to resolve such disputes.

**17.3.** Both Organizers and Visitors irrevocably agree that the State and Federal Courts located in Burt County, Nebraska shall have the exclusive jurisdiction to settle any litigation arising out of this agreement. Further, both parties hereby consented to waive any other Jurisdictional or venue defenses otherwise available to it. However, Organizers reserve the right to file any claim against the Visitor with the Court that would be competent under the law.

## **18. SEVERABILITY**

If any provision or clause (whether in part or in full) of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby, and the Agreement will remain enforceable and operational. In such a case, the Organizers shall make every effort to replace the ineffective provision with a new provision or clause which has the same effect, or as approximate an effect as possible as the said provision.

## **19. INTEGRATION**

This agreement constitutes the entire understanding between the Organizers and the Visitors and revokes and supersedes all prior written or verbal agreements between them and is intended as the final expression of this Agreement. It shall not be modified or amended except in writing signed by the parties hereto. This Agreement shall take precedence over any other documents which may conflict with this Agreement.