

**June, 2023 American Black Film Festival (“Festival”)  
Terms & Conditions of Admission**

By purchasing, receiving or using any “Festival Pass” (as that term is defined below), “Individual Event Ticket,” (as that term is defined below) or any “Working Credentials” (as that term is defined below), the person purchasing, receiving or using any such “Festival Pass” or any such “Individual Event Ticket” (both of which persons are sometimes referred to herein as “holders”) or any such “Working Credentials” (such person referred to herein as a “Credential Holder”) or any other “Festival Attendee” (as that term is defined , below) agrees to all of the following Terms and Conditions:

**I. Definition of Festival Pass, Individual Event Ticket, Working Credentials and Festival Attendee.**

**A. Festival Pass.** As used herein, the term “**Festival Pass**” means any paid ticket or complimentary pass of any kind, including, without limitation, VIP or Sponsor’s tickets or passes, whether in either electronic or tangible form, that allows the Passholder admission to, viewing of and/or (if permitted) participation in all or any specifically-described group of Festival events, classes, screenings and/or activities (herein, “Festival events and activities”); provided that such Festival Pass has been: (1) issued by ABFF Ventures, LLC (“ABFF”); and (2) legally acquired from ABFF or its authorized agents or representatives. Any document or image, whether in tangible or electronic form, purporting to be a Festival Pass that was not issued by and legally acquired from ABFF or its authorized agents or representatives will be considered fraudulent and invalid, and will be subject to seizure and confiscation by ABFF or its authorized agents. Each Festival Pass allows the Passholder admission to, viewing of and/or (if permitted) participation in only those Festival events or activities for which that Festival Pass has been issued, and only subject to all of the Terms and Conditions set forth herein, and does not permit the Passholder admission to, viewing of and/or (if permitted) participation in any other Festival events or activities. Except to such extent, if any, as may be expressly provided in these Terms and Conditions, all Festival Passes are non-transferable and cannot be shared with any other person, and all amounts paid by any Passholder for any Festival Pass are non-refundable.

**B. Individual Event Ticket.** As used herein, the term “**Individual Event Ticket**” means any paid ticket or complimentary pass of any kind, including, without limitation, VIP or Sponsor’s tickets or passes, whether in either electronic or tangible form, that allows the Passholder admission to, viewing of and/or (if permitted) participation in any one specific Festival event or activity. All of the Terms and Conditions set forth in Section I (A), above, that apply to Festival Passes apply equally to Individual Event Tickets as well just as if those same Terms and Conditions were set out in full in this Section I(B).

**C. Working Credentials.** As used herein, the term “**Working Credentials**” shall refer to any press, media, ABFF staff or ABFF Sponsorship credentials issued by, and obtained from, ABFF which identify the holder (the “Credential Holder”) as either: (1) an authorized representative of a press or media outlet recognized by ABFF, in its sole discretion, as having a legitimate interest in covering the Festival; (2) a member of the ABFF staff; or (3) an authorized representative of a Sponsor of the Festival. ABFF, in its sole discretion, may limit the Festival events and activities to which any specific Credential Holder may have access or attend. Any document or image, whether in tangible or electronic form, purporting to be a Working Credential that was not issued by and legally acquired from ABFF or its authorized agents or representatives will be considered fraudulent and invalid, and will be subject to seizure and confiscation by ABFF or its authorized agents. Except to such extent, if any, as may be expressly provided in these Terms and Conditions, all Working Credentials are non-transferable, cannot be shared with any other person, and may be revoked by ABFF or its authorized agents or representatives at any

time if ABFF believes, in its sole discretion, that the Credential Holder has violated any of the Terms and Conditions set forth herein.

**D. Festival Attendee(s).** Any person who is a holder of a Festival Pass, Individual Event Ticket, or of Working Credentials or is otherwise lawfully attending any Festival event or activity shall be sometimes referred to individually herein as a “**Festival Attendee,**” or all of the foregoing individuals may be collectively referred to herein as “**Festival Attendees.**”

## **II. Pass & Credential Pickup and Use.**

**A. Pickup.** To maintain the security of Festival Passes, Individual Event Tickets, and Working Credentials, such passes, tickets and credentials are not issued in advance of the Festival. All such Passes, Tickets and Credentials must be obtained in person at the ABFF Registration Center beginning Wednesday, June 14, 2023 at the Royal Palm South Beach Miami located at 1545 Collins Ave, Miami Beach, FL 33139. Hours of the center’s operation will be available on the Festival website in June of 2023.

Each Passholder, Ticket Holder or Credential Holder will be required to provide their original confirmation letter along with a government-issued photo ID (passport or driver’s license). If the Passholder, Ticket Holder or Credential Holder has designated another individual to pick up their Festival Pass, Individual Event Ticket, or Working Credential, that designated person must present the original confirmation letter of the Passholder, Ticket Holder or Credential Holder, along with a copy of the government-issued ID of the registered Passholder, Ticket Holder or Credential Holder. Festival Passes, Individual Event Tickets and Working Credentials may not be transferred, and name changes will not be permitted, except as expressly provided in Section IV (A), below.

**B. Use and Admission Policies.** For security reasons, and to be entitled to entry into the Festival events and /or activities, each Passholder, Ticket Holder or Credential Holder must wear, possess and present their Festival Pass, Individual Event Ticket or Working Credentials (as the case may be) which entitles that Passholder or Credential Holder to attend, view or (if permitted) participate in that event or activity as follows: (1) subject to any exceptions required by the Covid Protocols set forth in Section VII (B), below, Festival Passes, Individual Event Tickets or Working Credentials (as the case may be) must be worn on the ABFF-issued lanyard around the neck of the Passholder, Ticket Holder or the Credential Holder while attending, viewing or (if permitted) participating in any Festival event or activity; (2) no other laminates may be worn on the ABFF lanyard for the pass to be valid; and (3) if Festival Passes, Individual Event Tickets or Working Credentials are not worn or presented correctly by any Passholder, Ticket Holder or Credential Holder, ABFF reserves the right to deny that Passholder, Ticket Holder or Credential Holder entry into Festival events or activity in or to which he or she would otherwise be entitled to attend, view or participate. Festival Passes, Individual Event Tickets and/or Working Credentials admit only one person to any Festival event or activity. Use of any Festival Passes and/or Individual Event Tickets and/or Working Credential by anyone other than the authorized Passholder, Ticket Holder or Credential Holder, if done with the knowledge of the Passholder, Ticket Holder or Credential Holder, may result, in the sole discretion of ABFF, in the revocation of the misused Festival Pass, Individual Event Ticket or Working Credential without a refund or any other liability or responsibility on the part of ABFF.

## **III. Pass Revocation, Refund and Deferral Policies.**

**A. Revocation Upon Violation.** All Festival Passes and Individual Event Tickets are the sole property of ABFF. If any Passholder or Ticket Holder violates any of these Terms and Conditions, ABFF has the right, in its sole discretion and at any time determined by ABFF, to cancel, revoke and confiscate

that Passholder's Festival Pass or Individual Event Ticket (as the case may be), and /or to refuse to sell any additional Festival Passes or Individual Event Tickets to that offending Passholder or Ticket Holder. ABFF will not be responsible for any penalty, fee, loss, or expense incurred by Passholder or Ticket Holder that might result from such action, regardless of whether such penalty, fee, loss or expense was foreseeable or ABFF was advised of the same.

**B. Refunds.** Except as otherwise expressly provided in this Section III (B), below, ABFF does not issue refunds for Festival Passes, Individual Event Tickets or for any merchandise purchased from ABFF under any circumstances. Any and all payments for Festival Passes, Individual Event Tickets or for any merchandise purchased from ABFF are not refundable for any reason, including, without limitation, loss or theft of any such Pass, Ticket or merchandise, and/or the failure or inability of the Passholder or Ticket Holder to use any such Pass(es) or Tickets, even if such failure to use any such Pass(es) or Tickets is due to any extraordinary circumstances such as illness, acts of God, public health crisis, government restrictions, travel-related problems, acts of terrorism, loss of employment and/or duplicate purchases. ABFF will not issue refunds, deferrals or credits for Festival Passes or Individual Event Tickets that have been revoked pursuant to these Terms and Conditions. ABFF will also not issue refunds or credits due to failure to redeem a discount coupon during the registration process or at the time of any purchase of any ABFF merchandise. **Notwithstanding the above refund policies**, if any holder of an Individual Event Ticket is not admitted to that particular individual Festival event or activity due to the venue's capacity being reached, a designated ABFF representative must stamp the relevant Individual Event Ticket with an authorized ABFF print indicating that the Ticket Holder was not admitted to the event or activity for that reason. The Ticket Holder must then present his or her request for a refund for that Individual Event Ticket in writing via email with a copy of the stamped Individual Event Ticket for that specific event or activity attached to [shop@abffventures.com](mailto:shop@abffventures.com) within 48 hours of the event or activity. Refunds for Individual Event Tickets stamped as above-described, will be processed within ninety (90) days after the last day of the Festival.

**C. Deferral.** If all of the in-person events or activities of the Festival are canceled or postponed in their entirety for any reason, use by the holder of the Festival Pass(es) or Individual Event Tickets issued by ABFF for the in-person events or activities at this Festival may be deferred for use at the rescheduled Festival (in the event of postponement of all such events and activities), or at ABFF's next annual festival (in the event of the cancellation of all such events and activities) by the same holder to attend the same Festival event(s) or activity(ies) for which the Festival Pass(es) or Individual Event Ticket was or were purchased for use at this Festival. If any individual Festival event(s) or activity(ies) is or are canceled for any reason, ABFF agrees to issue to the holder a credit for the purchase price of any Individual Event Tickets for the canceled event or activity. Such credit can be applied by the holder to the purchase of any other Festival Pass or Individual Event Ticket for the current Festival or any future ABFF festival. All holders affected by the cancellation or postponement of the Festival, or of any individual Festival event(s) or activity(ies), agrees with ABFF that aside from the above-described options and remedies, the holder will have no other remedy against ABFF, at law, in equity or otherwise, including, without limitation, for a refund of payments made, expenses incurred, or any actual, consequential, or punitive loss or damages of any kind, regardless of whether such loss or damage was foreseeable by ABFF, or ABFF was advised of the same at the time of the purchase of any of the above-described Festival Pass(es) and/or Individual Event Tickets.

#### **IV. Transfer & Upgrade Policy:**

**A. Transfers.** Requests to transfer any Festival Passes from one person to another must be made via email to [shop@abffventures.com](mailto:shop@abffventures.com) no later than forty-five (45) days before the first day of the Festival. Transfer requests must be accompanied by a scan of the holder's original confirmation letter and the name, email address and telephone number of the new designated holder. The processing fee to change holders is \$50.00.

**B. Upgrades.** Requests to upgrade a Festival Pass must be made via email to [shop@abffventures.com](mailto:shop@abffventures.com) no later than forty-five (45) days before the first day of the Festival. The cost to upgrade will be the difference in the price of the upgraded Festival Pass requested by the holder as advertised on the ABFF website at the time of the upgrade request, not the price of the relevant upgraded Pass at the time of the Passholder's original purchase of the Festival Pass(es) that he or she wishes to upgrade. Transfers and upgrades cannot be requested onsite and must be made in advance by the deadline. There are no exceptions.

#### **V. Age Restrictions.**

Please note that Festival events and activities at which alcohol is served are restricted to those aged 21 and over. Any Pass or Ticket Holder who does not meet the age requirements for any of these Festival events or activities will be denied access to them and will not be issued a refund or a credit for any part or all of the purchase price of the Festival Pass or the Individual Event Ticket for that age-restricted event or activity.

#### **VI. Entry Limitations.**

**A. In General.** Festival Passes and Individual Event Tickets allow the holder entry to specific Festival events and/or activities on a first come, first serve basis. Admission may in some cases be subject to certain limitations in compliance with state and local laws, including, without limitation, venue capacity, Covid guidelines, and age restrictions. Age restrictions and capacity are specific to each venue and are set by relevant local, state and federal authorities. Venues may each have their own restrictions limiting entry with certain guidelines. Virtual events have no capacity restrictions. Any holder of an Individual Event Ticket who is not admitted to that particular Festival event or activity due to the venue's capacity being reached, may be eligible for a refund if all of the conditions and requirements set forth in Section III (B) of these Terms and Conditions have been met and fully satisfied.

**B. Entry to Film Screenings and Events.** Early arrival at all of these events is strongly encouraged. Entry lines for these events form 45 minutes prior to the start time of each such event. Doors open 30 minutes prior to that start time. Once the doors open, only Festival Pass Passholders whose Pass allows them entry will be granted entry for the first 10 minutes. Individual Event Ticket Holders will then be granted entry only after the first 10 minutes. After the first 10 minutes of the doors opening, no Passholders or Ticket Holders of any kind are guaranteed entry into any of these events. Any holder of an Individual Event Ticket for any one of these events, who is not admitted to that particular event due to the venue's capacity being reached, may be eligible for a refund if all of the conditions and requirements set forth in Section III (B) of these Terms and Conditions have been met and fully satisfied.

#### **VII. Special Covid Protocol Requirements.**

**A. Agreement of Festival Attendees with ABFF Regarding Covid Measures.** All Festival Attendees agree with, and confirm and represent to, ABFF as follows:

1. No Festival Attendee shall be permitted, nor attempt, to attend any in-person or live Festival events or activities if at any time fourteen (14) days before the first day of the Festival that Festival

Attendee has: (a) tested positive for COVID-19 or any variant thereof; (b) experienced symptoms of fever, fatigue, difficulty in breathing, or dry cough or exhibited any other symptoms relating to COVID-19 or any variant thereof; or (c) been in “close contact” (as that term is defined by the CDC) with someone who has COVID-19 or any variant thereof.

2. That ABFF and/or its agents shall have the right to remove any Festival Attendee(s) from, or deny them entry to, any Festival event or activity if that Festival Attendee shall intentionally fail or refuse to adhere to any of the applicable Covid health and safety protocols, measures, or procedures listed in Section VII (B), below (“Covid Protocols”) while entering, attending or participating in any manner in any of the Festival events or activities.

3. That if ABFF deems it necessary to remove any Festival Attendee from, or to deny them entry to, any such Festival event or activity because of that person’s intentional failure or refusal to abide by the Covid Protocols, while entering, attending or participating in any manner in any Festival event or activity (a “Removed Attendee”) then: (a) if any such Removed Attendee is a Passholder, he or she shall not be entitled to a refund of any part or all of the price paid by said Removed Attendee for his or her Festival Pass or Individual Event Ticket (as the case may be) or to make any claim against ABFF for any other damages of any kind or nature whatsoever; or (ii) if any such Removed Attendee is a Credential Holder or any other Festival Attendee, then he or she shall not be entitled to make any claim against ABFF for any damages of any kind or nature whatsoever.

**B. Covid Protocols Defined.** The Covid Protocols referenced in Section VII (A), above, are defined as follows, provided, however, that to the extent any Florida State law or regulation, or any applicable Executive Order of the Governor of Florida in force as of the date of the Festival and applicable thereto expressly prohibits any Protocol described below, then such Protocol shall be deemed to be amended to conform to such law, regulation or Executive Order, but only to the extent absolutely required by such law, regulation or Executive Order:

1. All Covid-related health and safety protocols, measures, procedures and guidelines suggested or directed by the CDC that are in effect as of the dates of the Festival.

2. All applicable Covid health and safety protocols, measures and procedures required by any Federal, state or local government or government agency that apply to any of the Festival events or activities or to the venues or locations in which they are held.

3. ABFF may in its sole discretion issue Festival Passes, Individual Event Tickets and/or Working Credentials in digital form only in which case the requirements of Sections II (B) (1), (2) and (3) shall be modified to accommodate the use of such digital Passes, Tickets and Credentials.

4. All requirements, procedures, protocols, measures or rules relating to health and safety set by any venue in which a Festival event or activity is held, including without limitation, any capacity limits, mask and social distancing rules imposed by any such venue.

5. All Festival Attendees are required to wear a face covering at every Festival event or activity (indoors and outdoors), except when actively eating or drinking in locations in which such eating or drinking is permitted.

6. At the time of check in to the Festival and securing their passes, tickets or credentials (as the case may be), all Festival Attendees may be required to present documentation of a negative RT-PCR test which was taken with 72 hours prior to such check in.

7. If requested to do so by ABFF or its agents, all Festival Attendees agree to submit to contactless temperature checks and to an antigen test (i.e., a so-called “rapid” test) if requested to do so by ABFF or its agents

8. If requested to do so by ABFF or its agents, to provide information reasonably necessary for contact tracing purposes.

### **VIII. Special Covid Liability Release Waiver**

**A. Acknowledgment of Important Facts by Passholders, Ticket Holders and Credential Holders.** Each Passholder, Ticket Holders and Credential Holder, as an essential condition of becoming a Passholder, Ticket Holder or a Credential Holder for the Festival events and activities, hereby acknowledges and agrees with the following facts:

1. The World Health Organization has declared the spread of the Coronavirus (COVID-19) and its variants (collectively the “Covid Virus”) to be a worldwide pandemic.

2. The Covid Virus is able to transmit from person-to-person through respiratory and other contact, even at some distance.

3. He or she is fully aware that by attending, participating in or viewing some or all of the Festival events or activities, he or she runs the risk of contracting the Covid Virus which may result in serious injury, illness, paralysis or even death.

**B. Waiver and Release of Liability by Passholders and Credential Holders to ABFF.** Each Passholder, Ticket Holder and Credential Holder, as an essential condition of becoming a Passholder, Ticket Holder or a Credential Holder for the Festival events and activities, acting with full knowledge of the above facts, freely and knowingly hereby agrees with ABFF as follows:

**1. Release of ABFF.** Each Passholder, Ticket Holder or a Credential Holder fully and completely releases, acquits and forever discharges ABFF, its affiliates and related entities, and each of their respective current and former employees, officers, directors, shareholders, partners, members, managers, agents, and their respective successors and assigns (collectively, the “Released Parties”), collectively, separately, and severally, of and from any and all claims, demands, damages, causes of action, and suits of every kind and nature whatsoever, foreseen, unforeseen, known or unknown, that arise out of or relate to any loss, damage, injury, or death, that may be sustained by such Passholder, Ticket Holder or Credential Holder, directly or indirectly, as the result of such Passholder, Ticket Holder or Credential Holder having contracted COVID-19, or any variant thereof, while participating in, viewing or traveling to or from, any Festival event or activity.

**2. Indemnification of ABFF.** Each Passholder, Ticket Holder or a Credential Holder, on behalf of themselves and their respective heirs, legal representatives successors and assigns, hereby agrees to indemnify, defend, and hold the Released Parties harmless from and against any and all costs, expenses, damages, lawsuits, and/or liabilities or claims arising whether directly or indirectly from or related to any and all claims made by, or on behalf of, such Passholder, Ticket Holder or Credential Holder (as the case may be) against any of the Released Parties by that Passholder, Ticket Holder or Credential Holder or their respective successors, heirs, legal representatives or assigns, due to any injury or loss, including without limitation death, suffered by that Passholder, Ticket Holder or Credential Holder, from or related to COVID-19 or any variant thereof.

**C. Representations by Passholders, Ticket Holders and Credential Holders to ABFF.** Each Passholder, Ticket Holder and Credential Holder, as an essential condition of becoming a Passholder, Ticket Holder or a Credential Holder for the Festival events and activities, with full knowledge of the above facts, hereby makes the following representations to ABFF with the clear understanding that ABFF is relying on these representations in issuing to each of them their respective Passes, Tickets or Credentials (as the case may be):

1. Each said Passholder, Ticket Holder and Credential Holder represents to ABFF that he or she has read the foregoing provisions of this Section VII of these Terms and Conditions (Liability Release Waiver) and understands all of them.

2. Each said Passholder, Ticket Holder and Credential Holder represents to ABFF that he or she is over 18 years of age and under no disability or impairment that might affect his or her ability to give his or her consent to and to accept as binding the terms and provisions of this Section VII of these Terms and Conditions.

3. Each said Passholder, Ticket Holder and Credential Holder represents to ABFF that he or she is agreeing to the terms and provisions of this Section VII of these Terms and Conditions with full knowledge of all of the relevant facts recited above and of his or her own free will, with the full intention to be bound by the same.

**IX. Creation of a Contract with ABFF, Governing Law and Courts.** Each Passholder, Ticket Holder and Credential Holder agrees that (1) by the act of purchasing, receiving or using any Festival Pass, Individual Event Ticket, or any Working Credentials, alone and without more, he or she is agreeing that these Terms and Conditions create a contract between him or her and ABFF; (2) these Terms and Conditions are form the terms and conditions of this contract with ABFF; (3) that this contract is governed by the laws of the State of New York; and (3) that the courts of appropriate jurisdiction in Los Angeles, California have exclusive jurisdiction of any legal action by any party for any dispute arising out of or relating to this contract.