



## KREATE GLOBAL EVENTS LLC

# TICKET RESALE TERMS AND CONDITIONS

**Effective Date: October 4, 2021**

### 1. Introduction

These Terms and Conditions ("Terms") govern the resale of tickets ("Tickets") by Kreate Global Events LLC ("Kreate Global Events," "we," "us," or "our") for global major events. Please read these Terms carefully before purchasing Tickets. By purchasing Tickets from Kreate Global Events, you agree to be bound by these Terms. If you do not agree with any part of these Terms, please do not purchase Tickets.

### 2. Contact Information

Kreate Global Events LLC  
9662 Surfcrest Dr.  
Huntington Beach, CA 92646  
USA  
Email: [info@kreateglobalevents.com](mailto:info@kreateglobalevents.com)

### 3. Ticket Sales

- 3.1 **Final Sale:** All Ticket sales are final and non-refundable. No refunds or exchanges will be granted unless otherwise stated explicitly in the event's specific terms and conditions.
- 3.2 **Event-Specific Terms:** Some events may have specific terms and conditions that apply in addition to these general Terms. It is your responsibility to review and comply with these event-specific terms and conditions, which may include restrictions on resale, age limits, or other event-specific requirements.
- 3.3 **Unauthorized Resale:** Tickets may not be resold or transferred unless specifically authorized by Kreate Global Events or the event organizer. Unauthorized resale of Tickets may result in the cancellation of the Ticket without refund and may subject the purchaser to legal action.

#### 4. Ticket Pricing and Fees

- 4.1 **Ticket Prices:** Ticket prices are set by Kreate Global Events and are subject to change without notice.
- 4.2 **Service Fees:** Tickets may be subject to service fees, processing fees, and taxes, which will be disclosed to you at the time of purchase. These fees are non-refundable.

#### 5. Delivery of Tickets

- 5.1 **Delivery Method:** Tickets will be delivered to you electronically via the email address provided during the purchase process, unless otherwise specified.
- 5.2 **Lost or Stolen Tickets:** Kreate Global Events is not responsible for lost, stolen, or misplaced Tickets. Please keep your Tickets in a safe place.
- 5.3 **Delivery Timing:** Delivery timing may vary from event to event and will be determined by the ticket provider or event organizer. Kreate Global Events LLC will make reasonable efforts to ensure that Tickets are delivered well in advance of the event date; however, please note that delivery times are not always within our control.
- 5.4 **Last-Minute Delivery:** In some cases, Tickets may be delivered as close as one hour prior to the event's start time. Kreate Global Events LLC will not be liable for any inconvenience or losses incurred due to last-minute delivery. We recommend that you plan accordingly and contact our customer support if you have concerns about the delivery timing.

By purchasing Tickets from Kreate Global Events LLC, you acknowledge and accept that delivery timing may vary, and that Tickets may be delivered close to the event start time in certain circumstances.

#### 6. Event Cancellation or Postponement

- 6.1 **Event Cancellation:** In the event of a cancellation of the event, Kreate Global Events will make efforts to provide you with information regarding refunds or rescheduled dates, but we are not responsible for any costs or damages incurred as a result of the cancellation.

## 7. Limitation of Liability

To the maximum extent permitted by law, Kreate Global Events LLC and its affiliates, partners, agents, and employees shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages arising out of or related to your purchase and use of Tickets, even if we have been advised of the possibility of such damages.

## 8. Governing Law and Venue

These Terms are governed by and construed in accordance with the laws of the state of California, USA. Any disputes arising out of or related to these Terms or the purchase and use of Tickets shall be exclusively subject to the jurisdiction of the state and federal courts located in California.

## 9. Changes to Terms

Kreate Global Events reserves the right to modify, amend, or update these Terms at any time. Any changes will be effective immediately upon posting on our website. It is your responsibility to review these Terms periodically for updates.

## 10. Dispute Resolution

- 10.1 **Mediation:** Any dispute, controversy, or claim arising out of or relating to these Terms, the purchase and use of Tickets, or the relationship between you and Kreate Global Events shall be resolved through mediation before resorting to any legal action. Mediation shall be conducted in accordance with the rules of a recognized mediation organization mutually agreed upon by the parties.
- 10.2 **No Legal Action:** You expressly agree that you will not initiate or participate in any legal action, lawsuit, or arbitration against Kreate Global Events LLC until the mediation process has been completed and the parties have made a good-faith effort to resolve the dispute through mediation.
- 10.3 **Exceptions:** Notwithstanding the above, either party may seek injunctive relief or other equitable remedies in a court of competent jurisdiction to prevent any actual or threatened violation of these Terms or to protect its intellectual property rights, without the need for mediation.
- 10.4 **Costs:** Each party shall bear its own costs associated with the mediation process, including attorney's fees, unless otherwise agreed upon during the mediation.
- 10.5 **Governing Law for Mediation:** The mediation process and any subsequent legal proceedings, if necessary, shall be governed by and conducted in accordance with the laws of the state of California, USA.

## 11. Force Majeure

- 11.1 **Definition:** Kreate Global Events LLC shall not be liable for any failure or delay in the performance of its obligations under these Terms if such failure or delay is due to circumstances beyond its reasonable control, including but not limited to acts of God, fires, floods, earthquakes, acts of terrorism, strikes, riots, war, epidemics, pandemics, governmental actions, or any other unforeseeable event that renders performance commercially implausible or impossible ("Force Majeure Event").
- 11.2 **Effect of Force Majeure:** In the event of a Force Majeure Event, Kreate Global Events LLC shall be excused from any obligations affected by the event for as long as the event continues. The time for performance of any such obligation shall be extended for a period equal to the duration of the Force Majeure Event.
- 11.3 **Notification:** Kreate Global Events LLC shall make reasonable efforts to promptly notify affected customers of the Force Majeure Event and its impact on Ticket deliveries or event schedules.
- 11.4 **Refunds:** In the event that a Force Majeure Event results in the cancellation or postponement of an event, refunds or rescheduled event options, if available, will be subject to the policies and procedures of the event organizer and may not be provided by Kreate Global Events LLC.
- 11.5 **No Liability:** Kreate Global Events LLC shall not be held liable for any losses, damages, or inconveniences resulting from a Force Majeure Event.

By purchasing Tickets from Kreate Global Events LLC, you acknowledge and accept the Force Majeure clause, understanding that unforeseeable events beyond our control may impact event schedules and deliveries.

## 12. Contact Us

If you have any questions or concerns regarding these Terms and Conditions, please contact us at the following email address: [info@kreateglobalevents.com](mailto:info@kreateglobalevents.com).

By purchasing Tickets from Kreate Global Events LLC, you acknowledge and agree to the mediation process as outlined in these Terms. You further understand that legal action against Kreate Global Events shall be a last resort after attempting mediation in good faith.

By purchasing Tickets from Kreate Global Events LLC, you acknowledge that you have read, understood, and agreed to these Terms and Conditions.