

## TERMS & CONDITIONS

The Powhatan's Festival of the Grape is managed by volunteer staff, the wine festival committee, and the Powhatan Chamber of Commerce. Any references made to the Powhatan's Festival of the Grape or the Powhatan Chamber of Commerce should be considered applicable to all entities.

The Powhatan Chamber of Commerce operates the website [powhatanwinefestival.com](http://powhatanwinefestival.com). Any reference to one or the other website shall be considered applicable to both sites.

Before using these websites, read these terms and conditions carefully. By using these websites, you confirm your unconditional acceptance of the following terms and conditions. Do not use this website if you do not accept these terms and conditions.

**1. Use of this Website.** The website design and all text, graphics, information, content, and any other material displayed on or that can be downloaded from this website are either the property of or used with permission by Powhatan's Festival of the Grape. They are protected by copyright, trademark, and other laws. They may not be used except as permitted in these Terms and Conditions or with the prior written permission of the owner of such material. You may not modify the information or materials located on this website in any way or reproduce or publicly display, perform, distribute, or otherwise use any such materials for any public or commercial purpose. Any unauthorized use of such information or materials may violate copyright laws, trademark laws, laws of privacy and publicity, and other laws and regulations.

**2. Trademarks.** Certain trademarks, trade names, service marks, and logos used or displayed on this website are registered and unregistered trademarks, trade names, and service marks of Powhatan's Festival of the Grape and its associated companies. Other trademarks, trade names, and service marks used or displayed on this website are the registered and unregistered trademarks, trade names, and service marks of their respective owners, including Powhatan's Festival of the Grape or otherwise, any license or right to use any trademarks, trade names, service marks or logos displayed on this website without the written permission of Powhatan's Festival of the Grape or such third party owner.

**3. Content and Specifications.** All features, content, specifications, and prices of services described on this website are subject to change at any time without notice.

**4. Accuracy of Information.** Powhatan's Festival of the Grape attempts to ensure that the information on this website is complete, accurate, and current. Despite our efforts, the information on this website may occasionally be inaccurate, incomplete, or outdated. We do not represent the completeness, accuracy or currency of any information on this website. We reserve the right, without prior notice, to limit the service and/or to refuse service to any customer. We also may require verification of information prior to the acceptance of any order.

**5. Linking to this Website.** You may not create or maintain any link from another website to any page on the Powhatan's Festival of the Grape. Running or displaying this website or any material displayed on this website in frames or by similar means on another website without Powhatan's Festival of the Grape's prior written permission is prohibited. Any permitted links to this website must comply with all universally applicable laws, rules, and regulations.

**6. Third-Party Links.** This Website may, from time to time, contain links to websites that are not owned, operated, or controlled by Powhatan's Festival of the Grape or its associated parties. All such links are provided solely as a convenience to you. If you use these links, you will leave this website. Neither Powhatan's Festival of the Grape nor any of its associated companies are responsible for any content, materials, or other information located on or accessible from any other Website. Nor do Powhatan's Festival of the Grape or any of its associated companies guarantee, endorse, or make any representations or warranties regarding any other website, any content, materials or other information located or accessible from such websites, or the results that you may obtain from using such websites. If you decide to access any other website linked to or from [powhatanwinefestival.com](http://powhatanwinefestival.com), you do so entirely at your own risk.

**7. Inappropriate Material.** You are prohibited from posting or transmitting any unlawful, threatening, defamatory, libelous, obscene, pornographic, or profane material or any material that could constitute or encourage conduct that would be

considered a criminal offense or give rise to civil liability or otherwise violate any law. In addition to any remedies that Powhatan's Festival of the Grape may have at law or in equity, if Powhatan's Festival of the Grape reasonably determines that you have violated or are likely to violate the foregoing prohibitions, Powhatan's Festival of the Grape may take any action they reasonably deem necessary to cure or prevent the violation, including without limitation, the immediate removal from this website of the related materials. Powhatan's Festival of the Grape will fully cooperate with any law enforcement authority or court order or subpoena requesting or directing Powhatan's Festival of the Grape to disclose the identity of anyone posting such materials.

**8. User Information.** Other than personally identifiable information, which is subject to this website's Privacy Policy, any material, information, suggestions, ideas, concepts, know-how, techniques, questions, comments, or other communication you transmit or post to this website in any manner is and will be considered non-confidential and non-proprietary Powhatan's Festival of the Grape and each of its affiliates and/or their designees may use any or all aforementioned communications for any purpose whatsoever, including, without limitation, reproduction, transmission, disclosure, publication, broadcast, development, manufacturing and/or marketing in any manner whatsoever for any or all commercial or non-commercial purposes. Powhatan's Festival of the Grape may, but is not obligated to, monitor or review any user communications. Powhatan's Festival of the Grape shall have no obligation to use, return, review, or respond to any user communications, nor will Powhatan's Festival of the Grape will have any liability related to the content of any such user communications, whether or not arising under the laws of copyright, libel, privacy, obscenity, or otherwise. Powhatan's Festival of the Grape retains the right to remove any or all user communications that include any material Powhatan's Festival of the Grape deems inappropriate or unacceptable.

**9. Disclaimers.** The use of this website is at your own risk. Any materials and/or services provided in connection with or on this website are provided on an "as is" basis and, as such, are provided without any warranties of any kind. Neither Powhatan's Festival of the Grape nor its associated companies warrant the accuracy or completeness of any materials or services on or through savannahfoodandwinefest.com. It may be that certain materials and/or services provided on this website are out of date. Neither Powhatan's Festival of the

Grape and/or its associated companies commit or assume any duty to update such material and/or services. These foregoing exclusions do not apply to the extent prohibited by law.

**10. Limitations of Liability.** The Powhatan's Festival of the Grape assumes no indirect liability or responsibility. It shall not be liable for any damages to, or viruses that may infect, your computer, telecommunication equipment, or other property caused by or arising from your access to, use of, or browsing this Website or your downloading of any materials from this Website.

IN NO EVENT WILL POWHATAN'S FESTIVAL OF THE GRAPE OR ITS ASSOCIATED COMPANIES, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AFFILIATES, AGENTS, SUCCESSORS, ASSIGNS, RETAIL PARTNERS, NOR ANY PARTY INVOLVED IN THE CREATION, PRODUCTION, OR TRANSMISSION OF THIS WEBSITE BE LIABLE TO ANY PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THIS WEBSITE, ANY WEBSITES LINKED TO THIS WEBSITE, OR THE MATERIALS, INFORMATION OR SERVICES CONTAINED AT ANY OR ALL SUCH SITES, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS OF LIABILITY DO NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

IN THE EVENT OF ANY PROBLEM WITH THIS WEBSITE OR ANY CONTENT, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING THIS WEBSITE. IN THE EVENT OF ANY PROBLEM WITH THE SERVICES YOU PURCHASED ON OR THROUGH THIS WEBSITE, YOU AGREE THAT YOUR ONLY REMEDY IS TO SEEK A REFUND FOR SUCH SERVICES IN ACCORDANCE WITH THE RETURNS AND REFUNDS POLICIES POSTED ON THIS WEBSITE.

**11. Choice of Law; Jurisdiction.** These Terms and Conditions supersede any other agreement between you and Powhatan's Festival of the Grape to the extent

necessary to resolve any inconsistency or ambiguity between them. Powhatan's Festival of the Grape administers this Website from its offices in the State of Virginia. These Terms and Conditions will be governed by and construed in accordance with the laws of the State of Virginia without giving effect to any principles of conflicts of laws. Any action seeking legal or equitable relief arising out of or relating to this Website shall be brought only in the courts of the State of Virginia. A printed version of these Terms and Conditions shall be admissible in judicial and administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

**12. Account Termination.** You or we may suspend or terminate your account or your use of this Website at any time, for any reason or no reason. You are personally liable for any orders that you place or charges that you incur before termination. We reserve the right to change, suspend, or discontinue all or any aspect of this Website at any time without notice.

**13. Ticket Purchases.** Any and all tickets purchased for events to the Powhatan's Festival of the Grape are NON-REFUNDABLE under any and all circumstances, with NO exceptions. All events are rain or shine. The Festival may, at its sole discretion, re-schedule and/or postpone an event by providing notice to ticket holders of record. The Festival will NOT refund ticket purchases to any re-scheduled or postponed event; any/all such previously purchased tickets shall be honored at the new event date and time. This clause shall encompass all festival ticket purchases, be they purchased directly through our website portal, an approved retail partner, or an approved affiliate ticket partner such as, but not limited to, Eventbrite or local ticket partners. Furthermore, any and all Festival tickets are NOT approved for resale in any manner or circumstance, and the Festival shall deem any such re-sold ticket(s) to be VOID. You may be required to provide proof of purchase identification to any event.

Furthermore, the purchase and/or use of all tickets to Powhatan's Festival of the Grape events are subject to the legal disclaimer below:

## **LEGAL DISCLAIMER**

In exchange for allowing you to purchase or possess a ticket to, attend and participate in any Powhatan's Festival of the Grape event, the sufficiency of such consideration being hereby acknowledged, I/you accept and agree to the following:

As used herein, the term "Powhatan's Festival of the Grape Affiliate(s)" shall collectively refer to and include: the Powhatan's Festival of the Grape, its owners, officers, directors, agents and assigns; its event management, production affiliates and venues; the Powhatan Economic Development Department and its owners, officers, directors, agents and assigns; the Powhatan Chamber of Commerce and its owners, officers, directors, agents and assigns; and all PFOTG contractors, volunteers, participants and exhibitors.

### **A. Ticket Purchase and Policies**

All Ticket purchasers and/or holders, including you and any minor child or children for whom you have the capacity to contract (collectively, "Ticket Holders"), are subject to all terms and conditions set forth herein and all other applicable policies of the Powhatan's Festival of the Grape Affiliates ("Policies"). As it may be that persons can purchase tickets to Powhatan's Festival of the Grape that may not be intended for their personal use but for use by a third party or entity, it shall be the sole responsibility of the person(s) purchasing such ticket(s) to make aware and/or inform such ticket holder(s) of the "Terms & Conditions" for such tickets as contained herein at the time of purchase. Affiliates may, from time to time, modify, add, remove, supplement, amend, update, or otherwise revise any or all Policies without advanced, direct, or individual notification (collectively "Revision(s)") by posting Revisions on the festival's website located at [www.powhatanwinefestival.com](http://www.powhatanwinefestival.com), and all Revisions shall relate to the date of Ticket purchase.

### **B. Revocable License**

Each ticket conveys a revocable license to enter the Powhatan's Festival of the Grape at the date(s) and time(s) listed on the ticket only. Powhatan's Festival of the Grape reserves the right, without paying a refund, to refuse a Ticket Holder's

entry to or to eject a Ticket Holder from any Powhatan's Festival of the Grape event for failure to comply with all Policies, venue rules, applicable laws, and health screening and security measures, the determination of said failure being subject to Powhatan's Festival of the Grape's sole discretion.

### **C. Changes to Line-Up, Date, or Venue**

Powhatan's Festival of the Grape venues, participant line-ups, dates, and times are subject to change without notification.

### **D. Lost, Stolen, or Destroyed Tickets**

Powhatan's Festival of the Grape Affiliates assumes no legal, financial, or other liability for any lost, stolen, destroyed, or mislaid Tickets.

### **E. No "Scalping" or Resale**

Tickets are intended for personal use only. The resale or the attempt of any Ticket at a price greater than face value is strictly prohibited. In such case, Powhatan's Festival of the Grape shall have the right to cancel all or part of the applicable ticket order.

### **F. Force Majeure Events**

Upon the occurrence of a force majeure event, including but not limited to events outside Powhatan's Festival of the Grape Affiliates' control, acts of God, pandemics, outbreaks, riots, wars, insurrection of military power, civil rebellion, production delays, strikes, hurricanes, tropical storms, earthquakes, floods, natural disasters or inclement weather (regardless of severity), or any other event(s) that may be adjudicated to be a force majeure event under Virginia law, Powhatan's Festival of the Grape shall, at its sole and absolute discretion, have the right, but not the obligation, to (a) issue a refund; (b) elect to postpone the Festival; or (c) cancel the Festival without further legal or financial obligation or liability to you.



## **G. Refunds**

If Powhatan's Festival of the Grape elects to issue a refund, the Ticket purchaser of record only shall be refunded in an amount equivalent to the face value of the Ticket(s). Purchaser shall not be entitled to a refund of any shipping, handling, or other processing fees.

## **H. Notifications of Festival Cancellation or Postponement**

If the Festival is canceled or postponed, whether in whole or in part or if a Venue is closed, Powhatan's Festival of the Grape shall post a notification on its website and social media channels relating to such cancellation or postponement. Every attempt to email ticket purchasers of record will be made.

**ALL TICKET SALES ARE FINAL; THERE SHALL BE NO TICKET REFUNDS AND/OR TICKET EXCHANGES.**

This Festival is a "Rain or Shine" Festival. Unless otherwise specified herein to the contrary, there shall be NO refunds or exchanges relative to Ticket purchases.

## **I. Ticket Confirmations; Proof of Delivery**

Ticket order confirmation shall serve as conclusive and indisputable proof of delivery of Ticket(s).

**ASSUMPTION OF RISKS, RELEASE, WAIVER OF LIABILITY, AND COVENANT NOT TO SUE**

Ticket Holder fully understands and acknowledges there are risks incidental to attending any Powhatan's Festival of the Grape event, including but not limited to the risks of personal injury and/or damage to property ("Risks"). Ticket Holder fully assumes liability for any and all risks, whether known or unknown ("Risks") by Ticket Holder, and RELEASES, WAIVES, DISCHARGES, and COVENANTS NOT TO SUE any Powhatan's Festival of the Grape Affiliate from or for any



alleged damages related to or arising out of said Risks, to the fullest extent permitted by Virginia law.

#### **J. COVID-19 and/or Other Contagions**

Ticket Holder understands and fully acknowledges the risks and hazards of the novel coronavirus COVID-19 (“COVID-19”) and/or other contagions, is familiar with the Centers for Disease Control and Prevention (“CDC”) guidelines regarding COVID-19 and/or other contagions, acknowledges and understands that the circumstances regarding COVID-19 and/or other contagions change regularly, and that, accordingly, the CDC guidelines are regularly modified and/or updated. The ticket Holder, therefore, assumes and accepts full responsibility for compliance with said CDC regulations.

Ticket Holder freely and willingly chooses to attend and participate in the Powhatan’s Festival of the Grape notwithstanding the risks and hazards of COVID-19 and/or other contagions and acknowledges that COVID-19 and/or other contagions is one of the Risks identified in the paragraph above, and expressly agrees to RELEASE, WAIVE DISCHARGE, and COVENANT NOT TO SUE any Powhatan’s Festival of the Grape Affiliate from or for any alleged damages related to or arising out of COVID-19 and/or other contagions, to the fullest extent permitted by Virginia law.

#### **K. Lost or Stolen Property,**

Powhatan’s Festival of the Grape Affiliates, shall not be held responsible, financially or otherwise, for any personal property that is left, lost, stolen, destroyed, confiscated, damaged, or misplaced anywhere during a Powhatan’s Festival of the Grape event, regardless of fault.

#### **L. Indemnification**

In exchange for additional consideration, the receipt and sufficiency of which is acknowledged herein by Ticket Holder and Powhatan’s Festival of the Grape, Ticket Holder agrees to defend, covenant not to sue, indemnify, save, and hold harmless and forever release, all Powhatan’s Festival of the Grape Affiliates from any and all injuries (whether personal injuries, property damage or otherwise),

demands, suits, and/or claims relating in any way to the Festival, to the fullest extent permitted by Virginia law.

### **M. Right to Record and Exploit Your Image**

In exchange for additional consideration, Your ticket is receipt and sufficiency of which is acknowledged herein by You, and Powhatan's Festival of the Grape and its contractors shall have the right to publish, print, display, or otherwise publicly use for purposes of trade or any commercial or advertising purpose the name, image, portrait, photograph, voice or another likeness of You without Your additional express written or oral consent. Powhatan's Festival of the Grape shall also have the right, but not the obligation, to use Your name, image, portrait, voice, photograph, or another likeness in connection with the resale or other distribution of literary, musical, or artistic productions or other articles of merchandise or property without Your additional consent in connection with any sale or distribution thereof. You further acknowledge and agree that Powhatan's Festival of the Grape shall be the sole and exclusive owner of any work containing Your image. In exchange for additional consideration, the receipt and sufficiency of which is acknowledged by You and Powhatan's Festival of the Grape, Powhatan's Festival of the Grape shall also have the right to record, utilize, publish, print, display, exploit, and publicly use Your name, image, likeness, and voice in medium, whether not existing or hereinafter created, including via any broadcast, re-broadcast, live stream, recording or other reproduction of Your image at or about the Festival, and whether in or out of context.

### **N. No Illicit Drugs**

Powhatan's Festival of the Grape and the venue maintains a zero-tolerance policy regarding illegal or illicit drug use at the venue or otherwise during the Festival. The discovery of any prohibited items shall constitute a violation of Powhatan's Festival of the Grape's anti-drug policies. It shall correspondingly give Powhatan's Festival of the Grape the right to immediately revoke Your License to access the Venue, to attend the Festival, and to deny You any future admission to the Festival or Venue without any legal or financial liability to You. In exchange for additional consideration, the receipt and sufficiency of which is acknowledged by You and Powhatan's Festival of the Grape, You

correspondingly agree to defend, covenant not to sue, indemnify, save, and hold harmless and forever release, Indemnitees for any losses, whether personal injury or property damage, resulting from or relating to Your illicit drug use, Your use of anything in violation of these terms and conditions.

#### **O. Prohibited Items and Activities**

The following items and activities are strictly prohibited at the Festival: the use of video or audio recording equipment; outside food or beverages; unauthorized vendors or performers; handing out fliers or leaflets; pets; oversized bags; skateboards roller skates, bikes or the like; wagons; fireworks; radios or other music players; placards or signs; illegal conduct of any kind; conduct that unreasonably interferes with the enjoyment of the Festival by others or poses a threat to public safety, as determined in the sole discretion of Powhatan's Festival of the Grape. Powhatan's Festival of the Grape reserves the right to terminate Your License to the venue at any time if You engage in any prohibited activities.

#### **P. Assignment**

Powhatan's Festival of the Grape shall, at all times, have the right to assign or delegate any or all of its rights, title, and interests or duties hereunder without notification to, or consent by, You.

#### **Q. Integration Clause**

You agree that the terms and conditions contained herein, and as amended from time to time by Powhatan's Festival of the Grape, represent the entire agreement between You and the Powhatan's Festival of the Grape with respect to its subject matter hereof. You shall supersede and replace all prior, contemporaneous understandings, communications, and agreements, written or oral, regarding the such subject matter.

#### **R. Arbitration of Disputes**

Notwithstanding anything contained herein to the contrary, You agree that any disputes arising from or relating to Your purchase of Tickets hereunder or any

related transaction relating to the use of the Site or its services or any relationship or dispute between You and Powhatan's Festival of the Grape or You and any company or person employed by or which is affiliated with either Powhatan's Festival of the Grape, this Agreement and/or any policies or practices of any of the above-mentioned companies or persons (a "Dispute") shall only be resolved subject to FINAL AND BINDING ARBITRATION as outlined in this section, and may only be resolved through an individual arbitration governed by the Federal Arbitration Act or by the applicable sections of Virginia law to the maximum extent permitted by applicable law. THE PARTIES TO THIS AGREEMENT GIVE UP THEIR RESPECTIVE RIGHTS TO GO TO COURT in connection with any Dispute, and such rights will be determined by a NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY. NO PARTY TO WHICH THIS AGREEMENT APPLIES SHALL BRING OR PARTICIPATE IN ANY CLASS ACTION OR OTHER CLASS PROCEEDING IN CONNECTION WITH ANY DISPUTE. No party bound by this Agreement agrees to class arbitration or any other arbitration proceedings where a person brings a Dispute as a representative of other persons. The parties shall participate in non-binding mediation before commencing any arbitration (or taking any other action). If the parties cannot resolve a Dispute by informal means, the arbitration of Disputes will be administered by the American Arbitration Association (AAA) in accordance with Commercial Arbitration Rules and if deemed appropriate by the arbitrator.

## **S. Chargeback Disputes**

In light of Your agreement to all the terms and conditions contained herein, including that "there shall be NO refunds or exchanges relative to Ticket purchases" as set forth above, You further agree, in conformity therewith that, in no event shall you commence a chargeback dispute with Your credit or debit card relative to the Tickets or services purchased hereunder or regarding any amounts forfeited hereunder any or similar charge reversal. You further agree that Powhatan's Festival of the Grape shall not have a legal obligation to mitigate any potential or actual losses sustained hereunder.

## **T. Miscellaneous**

By purchasing Ticket(s), You acknowledge and agree that You are at least 21 years of age. You cannot share or duplicate tickets. Tickets shall not be used for

advertising, promotion (including contests and sweepstakes), or other commercial purposes without the express written consent of Powhatan's Festival of the Grape.

**14. Revisions to these Terms and Conditions.** Powhatan's Festival of the Grape may revise these Terms and Conditions at any time and/or from time to time by updating this posting. You should visit this page from time to time to review the then-current Terms and Conditions because they are binding on you. Certain provisions of these Terms and Conditions may be superseded by expressly designated legal notices or terms on this website's particular pages.