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## Contract Of Admittance Wingspan Events

Participants attending Events managed and produced by Wingspan Events, it's partners, clients, officers, employees, and other similar entities (hereinafter, "Wingspan Events") are subject to the Terms and Conditions contained in this Contract of Admittance and, where applicable, also subject to government regulations, laws, and administrative codes. By making a reservation to participate in or by participating in an event managed or produced by Wingspan Events, each person on said reservation (as defined below) agrees to be bound by all of the following Terms and Conditions.

### 1. DEFINITIONS

#### 1.1 Admission

Refers to the price a Participant paid to gain entry or participation to an event whether Attendee, Vendor, or Guest.

#### 1.2 Attendee

Is any person, except members of the crew working the Event, who enters into a Contract of Admittance or other agreement (or for whom a Contract of Admittance or other agreement is entered into) with Wingspan Events by which the person is to be allowed admittance with consent of Wingspan Events.

#### 1.3 Confirmed Reservation

Means a space on a specific date, at a specific location, for a specific event and in a specific class of service of Wingspan Events which has been requested by a Participant, including a Participant with a "Zero Fare Admission," and which Wingspan Events or its agent has verified, by appropriate notation on the ticket or in any other manner provided therefore by Wingspan Events, as being reserved for the accommodation of the Participant.

#### 1.4 Controllable Irregularity

Means a delay in programming or cancellation of event in whole that is not caused by a Force Majeure Event. For the sake of clarity, if in a chain of multiple events, the original irregularity is due to a Force Majeure Event, the cause of subsequent event(s) reasonably related to the original irregularity shall be deemed an Uncontrollable Irregularity.

#### 1.5 Credit

Shall mean a credit in a specified dollar amount valid for one (1) year from the date of issuance. A credit must be used (Admittance or Participation booked and used) within one (1) year from the date of issuance. Credits are non-transferable unless otherwise stated herein.



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- 1.6 Event**  
Refers to any function under the control or direction of Wingspan Events.
- 1.7 Event Commencement**  
The scheduled time that Event Check In opens for Participants to Check In.
- 1.8 Force Majeure Event**  
Means an event(s) outside of Wingspan Events' reasonable control which includes, but is not limited to, weather conditions; acts of government or venue authorities (e.g., Venue Closures, Opening Delays, Venue Construction); acts of God; U.S. Military activity or emergencies as determined by the U.S. Government, Strikes or Labor Unrest; Civil Commotions, Embargoes, Wars or other hostilities, whether actual, threatened, or reported; government regulation, demand or requirement; damage to Wingspan Events' equipment by third – party; emergency situation requiring care, protection or response to protect person or property or any event that is not reasonably foreseen, predicted or anticipated by Wingspan Events.
- 1.9 Guest**  
Is any person, whether Vendor or Attendee that is on the original reservation of an Attendee or Vendor and whose admission is paid for on the same Confirmed Reservation.
- 1.10 Non – Revenue Participant**  
Is a Participant , who is participating in a Wingspan Events' Event on a Wingspan Events Participation Certificate, an Employee Pass, a Participation Certificate issued to Wingspan Events Employees for transfer to family and friends (known as a “Wingman Pass”), a Wingspan Events' Frequent Participant program award (known as a “Flight Pass”), VIP Admission, or other Participants participating after receiving a discounted Admission of forty percent (40%) or more off when compared to the lowest published Admission for the event in which they are participating.
- 1.11 Participant**  
Any Vendor, Attendee, Guest, or Non – Revenue Participant taking part in any Event as defined in sections 1.2, 1.8, 1.9 and 1.2 of this Contract.



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**1.12 Uncontrollable Irregularity**

Means a delay, cancellation, or alteration of Event that is caused by a Force Majeure Event. For the sake of clarity, if in a chain of multiple events, the original irregularity is due to a Force Majeure Event, the cause of subsequent event(s) reasonably related to the original irregularity shall be deemed an Uncontrollable Irregularity.

**1.13 Vendor**

Refers an Event Participant who has paid an Admission that allows them to market and sell their products to other Participants of said Event that Vendor has a Confirmed Reservation for admittance and participation.

**1.14 Zero Fare Admission**

Means an Admission acquired without a substantial monetary payment such as by using Frequent Attendance Points or vouchers, or a consolidator ticket obtained after a monetary payment that does not show an Admission amount on the ticket. A Zero Fare Admission does not include free or reduced rate Admission(s) provided to employees and guests.

**2. NATURE OF CONTRACT**

This Contract of Admittance applies to and governs Wingspan Events' Events only. No agent, servant or representative of Wingspan Events has authority to change or waive any provision of this Contract of Admittance. Unless otherwise prohibited by law, this Contract of Admittance constitutes the entire agreement between Wingspan Events and Participant(s) or the party on behalf of whom this contract was entered.



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### **3. RESERVATIONS**

- 3.1** All reservations for Wingspan Events' Events are confirmed and delivered electronically
- 3.2** No person shall be entitled to participation or admittance without a valid, Confirmed Reservation. No reservation shall be considered a Confirmed Reservation if purchase is not completed at least thirty (30) minutes prior to scheduled Event Commencement. No reservation paid by Credit Card shall be considered a Confirmed Reservation if the transaction is not accepted by Wingspan Events for any reason, whether or not Participant is notified that the reservation has been cancelled.
- 3.3** Name changes are only permitted in the case of refundable admissions. All other Admissions are non – assignable and non – transferable. Non – refundable Admissions may only be used by the Participant named on the reservation at the time the reservation is made.
- 3.4** Wingspan Events reserves the right to refuse admittance to any person who has acquired a reservation in violation of applicable law or Wingspan Events' rules and regulations
- 3.5** Seat assignments (if applicable) are not guaranteed and are subject to change without notice.



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## 4. CHANGES, CANCELLATIONS, AND REFUNDS

**4.1** All Admissions are non – refundable unless otherwise stated in the Admission details.

**4.2 Non – Refundable Admissions:**

**4.2.1** Changes: Non – Refundable Admissions may be changed prior to twenty – four (24) hours prior to the Event Commencement subject to availability, for a fee in the amount equal to fifty percent (50%) of the Participant’s cost of Admission without any discounts and prior to taxes and fees plus the difference in the cost of Admission paid by the Participant as outlined above and the current cost of Admission as advertised without discounts and before taxes and fees. If making changes within twenty – four (24) hours of Event Commencement, Participant shall be charged a fee in the amount of eighty percent (80%) of the Participant’s cost of Admission without any discounts and prior to taxes and fees plus the difference in the cost of Admission paid by the Participant as outlined above and the current cost of Admission “at the door” as advertised without discounts and before taxes and fees.

**4.2.2** Cancellations: Non – Refundable Admissions may be cancelled prior to Event Commencement for a Credit for future attendance to Wingspan Events’ Events. Credit is subject to a Cancellation fee in the amount of ninety percent (90%) of the amount of the current rate of Admission prior to the assessment of available discounts, taxes, and fees. Credit may be used to book a new Confirmed Reservation to any Event that Wingspan Events manages or produces in which Participant qualifies for participation. Credit may only be used by Participant to book Admission for themselves or another person on a Reservation that includes themselves. Failure to cancel prior to Event Commencement will result in forfeiture of Admission. In the event of cancellation of a non – refundable Admission, taxes and fees will be included in the Credit where permitted by applicable law. Taxes and fees will not be refunded except when required by applicable law and, were permitted, only upon written request by Participant.

**4.2.3** Following receipt of payment from a Participant, Wingspan Events will allow a reservation to be held at the quoted Admission for twenty – four (24) hours, if the reservation is made at least thirty (30) days prior to Event Commencement. If such reservation is cancelled within twenty – four (24) hours of booking, Participant will receive a full refund without assessment of a cancellation fee.



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### **4.3 Refundable Admissions**

**4.3.1** Changes: The Admission paid for a Participant who purchases a fully refundable Admission may be changed at any time prior to Event Commencement, subject to availability and any applicable Admission difference between the originally purchased Admission after all discounts are applied and before taxes and fees, and the Current Admission prior to the application of discounts and prior to the application of taxes and fees.

**4.3.2** Cancellations: Reservations for refundable Admissions may be cancelled at any time prior to Thirty (30) days prior to Event Commencement and Participant will receive a full refund. Reservations for a Refundable Admission that are cancelled within thirty (30) to ten (10) days of Event Commencement entitle the Participant to a refund in an amount equal to fifty percent (50%) of the original admission less any discounts applied. Cancellations of Refundable Admissions within ten (10) to two (2) days prior to Event Commencement entitle the Participant to a refund in an amount equal to twenty – five percent (25%) of the original Admission less any discounts applied. Refundable Admissions cancelled within two (2) days of Event Commencement will not be eligible for a refund of any kind unless exigent circumstances are proven to the liking of Wingspan Events management.

**4.3.3** Refunds: For Participants who are eligible to receive a refund under this Section, refunds shall be made by Wingspan Events in the manner prescribed below, except that when a portion of the Admission has been used, in which case, the refund will be in an amount equal to the remaining value of Admission subject to the same terms as described above in Section 4.3.2 less any discounts applied.

**4.4** Refunds shall be made by Wingspan Events in the manner of a Business Check mailed to the eligible Participant. All refunds shall be processed after the conclusion of the Event that eligible Participant held a Confirmed Reservation for. Refunds checks shall be mailed to eligible Participant no later than thirty (30) days after the conclusion of said Event. All refunds must be requested to Wingspan Events in writing. Refunds will exclude all payment processing and courtesy fees.



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**4.5** Failure of Participant to adhere to the following time requirements may result in the cancellation of the Participants reservation, seat assignment (if applicable), and forfeiture of payment: (This includes all Admission types, including Refundable Admissions)

**4.5.1** For Events:

**4.5.1.1** Participants must check in with a registration desk or CrewServices no later than fifteen (15) minutes prior to the commencement of Opening Ceremonies in order to receive their event credentials.

**4.5.2** For Pocket Sessions:

**4.5.2.1** Participants must be in the Pocket Session no later than five (5) minutes prior to the commencement of the Pocket Session.

**4.6** Wingspan Events will refuse to honor any reservation when such action is reasonably deemed to be necessary to comply with applicable governmental or venue regulations or requests.

**4.7** When an Admission includes Multiple Day Admissions and the Participant fails to honor his or her reservation for the first day of the Reservation, Wingspan Events will cancel, without notification, the remainder of the Confirmed Reservation and Participant forfeits any remaining Admission.

## **5. GROUP RESERVATIONS**

Reservations must be made through an Account Manager of Wingspan Events when seven (7) or more Participants are booked as a group attending the same Event. Refundable Admissions are not available for group reservations. If a group reservation is cancelled within twenty – four (24) hours of booking and such reservation made thirty – one (31) days or more prior to Event Commencement, payment will be refunded in full without assessment of a cancellation fee less any payment processing fees. Such refund will include any deposit that a party or individual is required to make at the time of booking. Such group reservations are subject to all applicable group policies and procedures established by Wingspan Events.



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## **6. ADMISSIONS**

- 6.1** Participation in Event is subject to the Admissions, taxes, and charges in effect on the date on which the Confirmed Reservation was made. If the reservation has been confirmed and e-ticket issued before an increase in the Admission becomes effective, the shall be honored for participation as purchased. If the Admission decreases after a Confirmed Reservation has been made and e-ticket issued, Carrier will not refund, credit or make any adjustments to the original Admission.
- 6.2** Admission only applies to the Event named and on the date stated on the Confirmed Reservation and are not applicable to any other event.
- 6.3** Wingspan Events has Refundable Admissions and Non – Refundable Admissions. Refundable Admissions may not be available for all Events. Refundable Admissions are not available for Group Reservations as explained in Section 5.
- 6.4** Wingspan Events does not offer special Admissions for infants, children, senior citizens, military personnel or any other category of passenger unless otherwise published as such with respect to a specific Event only.
- 6.5** Wingspan Events reserves the right to collect additional taxes, fees, or charges imposed by a governmental entity after the reservation has been made and paid for, but before granting participation in Event.

## **7. AGE RESTRICTIONS**

- 7.1** Children under the age of two (2) may be admitted free of charge as so long as they are not taking up a seat in a venue and remain on the lap of a paying adult Participant. If a Participant wants a seat dedicated to their child, said Participant must purchase an additional seat at full Guest Admission.
- 7.2** Children under the age of twelve (12) shall not be granted participation in any Event without the accompaniment of another person over the age of sixteen (16) unless said Event specifically states that participation is allowed to such age groups.

## **8. INSPECTION OF PARTICIPANTS AND BAGGAGE**

Participants and their belongings are subject to inspection with or without the Participant's consent or knowledge by Wingspan Events Crewmembers (employees), venue employees, and / or law enforcement and security personnel.





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## **9. FIREARMS**

Firearms are permitted at all Wingspan Events' Events held where firearms are legally allowed to be carried. The Open Carry of a firearm is prohibited by Wingspan Events. The Concealed Carry of a firearm is permitted by Wingspan Events as so long as the carrier makes himself known to Wingspan Events Management and presents a current and valid Concealed Carry Permit issued by an agency that has reciprocity with the State in which the Event is held. Wingspan Events reserves the right to impose reasonable restrictions upon the permit holder at any time. Wingspan Events also reserves the right to deny the permit holder's right to carry at any time and for any reason.

## **10. LIMITATION OF LIABILITY**

Participant agrees that Wingspan Events, its subcontractors, its partners, their officers, agents, and employees will not be liable for any loss of or damage to any possession of the Participant. Participant also agrees that none of the above mentioned shall be held liable for any bodily injury to themselves or their relatives up to and including death.

## **11. SMOKING**

Smoking shall not be allowed at any Wingspan Events' Event outside of the designated smoking areas.

## **12. NOTICE OF CLAIMS**

Notice of any claim of injury, theft, damage, and any other adverse event shall be made by Participant to Wingspan Events as soon as practically possible. At no point in time should a claim be made more than five (5) days after the adverse event is believed to occur.

## **13. REFUSAL TO ADMIT**

The following Participants will be denied Admittance and Participation to any Event of Wingspan Events.

- 13.1** Participants whose participation in Event must be denied in order to comply with any government regulation, or to comply with any governmental request for emergency assistance.
- 13.2** Participants whose participation in Event is reasonably deemed by Wingspan Events to be inadvisable or inappropriate due to special circumstances or concerns beyond the control of Carrier, including without limitation a Force Majeure Event.
- 13.3** Participants who refuse to permit a search of his or her person or property for explosives or for concealed, deadly or dangerous weapons or other prohibited articles, or who refuse on request to produce positive identification.



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- 13.4** Comfort And Safety – In the following cases where refusal or removal may be necessary for the comfort or safety of the Participant(s) or other Participant(s):
- 13.4.1** Persons whose conduct is or has been known to be disorderly, abusive, offensive, threatening, intimidating, violent, or whose clothing is lewd, obscene, or patently offensive;
  - 13.4.2** Persons who are barefoot and over two (2) years old;
  - 13.4.3** Persons who appear to be intoxicated or under the influence of drugs;
  - 13.4.4** Persons with a communicable disease or infection whose condition poses a direct threat to the health or safety of others;
  - 13.4.5** Persons who refuse to comply with instructions given by Wingspan Events Crewmembers;
  - 13.4.6** Persons who have an offensive odor, except where such condition is the result of a qualified disability;
  - 13.4.7** Persons who fail to comply with any other provision of this contract;
  - 13.4.8** Manacled persons in the custody of law enforcement personnel; persons brought to the event in manacles; persons who have resisted escorts; or escorted persons who express to Wingspan Events personnel objection to participation;
  - 13.4.9** Persons who have misrepresented a condition which becomes evident upon arrival at the Event, and the condition is unacceptable for participation.
  - 13.4.10** Participants who are unwilling or unable to abide by Wingspan Events no – smoking rules; and
  - 13.4.11** Any Participant who Wingspan Events Crewmembers determine to be unfit for participation or that by allowing the person to participate in said Event would cause a safety or security risk to other Participants, Crewmembers, and / or staff.
- 13.5** Any person who is denied admittance to a Wingspan Events’ Event under this Section and has been determined to be denied or removed from said event due to their own misconduct, misrepresentation, or their own actions, shall not be entitled to a refund of any kind.



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## 14. FAILURE TO OPERATE AS SCHEDULED

Whenever Wingspan Events cancels or otherwise fails to operate any scheduled Event, Wingspan Events will, at the request of Participant, process a full refund in accordance with this contract. Under no circumstances shall carrier be liable to any passenger for any type of special, incidental or consequential damages.

## 15. RELIEF FOR FAILURE TO OPERATE

If Wingspan Events fails to operate as scheduled, Participants will be entitled to a refund as outlined in Section 4 of this contract. If Wingspan Events denies participation to a Participant for a valid reason as stated in this contract, Participant forfeits all Admission paid.

- 15.1** If a Participant holding a Confirmed Reservation presents him or herself for participation at the appropriate time and place, having complied fully with Wingspan Events' requirements as to reservations, check in, and conduct, and if the Event for which the Participant holds a Confirmed Reservation is oversold due to oversales, Wingspan Events is unable to accommodate the Participant and continues on without him or her, the Participant shall be entitled to a full refund plus a Credit in the amount of twenty – five percent (25%) of the Participant's Admission after discounts and before taxes and fees as Denied Participation Compensation.
- 15.2** Acceptance of Denied Participation Compensation relieves Wingspan Events from any further liability caused by its failure to honor the Participant's original Confirmed Reservation.
- 15.3** Participants denied participation involuntarily are not entitled to Denied Participation Compensation if:
- 15.3.1** The Participant does not fully comply with this Contract of Admittance regarding ticketing, reconfirmation, check – in, acceptability for participation;
  - 15.3.2** The Event for which the Participant holds a Confirmed Reservation is unable to accommodate that Participant because of a substitution of Venue or equipment of lesser capacity when required by operational or safety reasons. (In which case, Participant will be given a full refund if unable to re-accommodate at another Event.)
  - 15.3.3** The Participant is offered accommodations or is seated in another part of the Event other than that specified on the reservation at no extra charge, except that a Participant seated or accommodated in a section for which a lower Admission is charged shall be entitled to an appropriate refund.
  - 15.3.4** The Participant voluntarily relinquishes his or her Confirmed Reservation in exchange for compensation offered by Wingspan Events.



- 15.4 In determining which Participants holding Confirmed Reservations shall be denied participation involuntarily through no fault of their own, Wingspan Events shall deny participation to such Participants in the order of when Participants checked in, commencing with those Participants who checked in last.

## **16. RIGHT TO CHANGE CONTRACT OF ADMITTANCE**

Wingspan Events reserves the right, to the extent not prohibited by federal law, to change, delete, or add to any of the terms of this Contract of Admittance without prior notice. All changes must be in writing and must be available for public inspection at each Event Check – In Table. In the event that there is a conflict between Wingspan Events Policies and the Contract of Admittance, the Contract of Admittance governs. Previous versions of the Contract of Admittance may be obtained by contacting Wingspan Events at 702-850-2504 or by emailing [Info@WingspanEvents.com](mailto:Info@WingspanEvents.com) and placing “COA Request” in the subject line.

## **17. CHECK ACCEPTANCE**

- 17.1** Wingspan Events will not accept checks as payment for purchase of any type, except in the case of Group Reservations as defined within this contract. For Group Reservations, personal checks made payable to Carrier for the exact amount of purchase must include imprinted name, mailing address, and telephone number. A valid government issued form of identification with picture as personal identification is required. Wingspan Events reserves the right to require that checks be approved by a third party check approval system.
- 17.2** A service charge of Fifty Dollars (\$50) will be assessed to a Participant on all returned checks. This service charge is in addition to any applicable bank charges assessed against Wingspan Events or the Participant.

## **18. SECTION HEADINGS / WAIVER**

The section headings used in this Contract of Admittance are intended for convenience only and in no way define, limit, or describe the scope or substance of any of the provisions of this document. If Wingspan Events fails to enforce any of the sections of this Contract of Admittance or fails to exercise any election, such failure will not be considered to be a waiver of those provisions, rights, or elections or in any way affect the validity of the Contract of Admittance.



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## **19. CONTROLLING LANGUAGE**

English is the controlling language of this Contract of Admittance. To the extent there is any conflict between the English translation and another language translation, English controls.

## **20. GOVERNING LAW**

The laws of Clark County within the State of Nevada within the United States of America shall govern this agreement. If anyone is to bring suit against any party to this Contract of Admittance, such suit must be filed in Clark County, Nevada, United States of America.

## **21. SEVERABILITY**

If any part of this Contract of Admittance is found by a Court of competent jurisdiction to be unenforceable, only that provision deemed as such shall be omitted and the remainder of this Contract of Admittance shall be enforceable. Furthermore, if a Court of competent jurisdiction deems a provision to be enforceable if amended, such provision shall be amended and enforced as such.