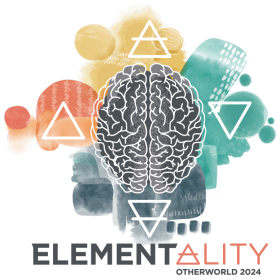

Ticket Terms and Conditions for Otherworld 2024

By clicking “I ACCEPT”, you acknowledge that you are entering into a legally binding agreement and that you have read and fully understand these Terms and Conditions.

You understand that you have given up substantial rights, and you do so knowingly and voluntarily without any inducement or duress. If you do not want to give up these legal rights then stop this registration process and do not attend the event.

OTHERWORLD 2024 (the “Event”)

Terms and Conditions and Release of Liability (the “Terms and Conditions”) You may only attend and participate in the Event if you agree to all of the following.

Your Attendance at the Event

Fundamentally, the Event is an entirely private event. Therefore, your attendance is strictly at the invitation and will of the promoter of the Event, namely the KINDLE ARTS SOCIETY (the “Promoter”). Accordingly, your attendance can be revoked at any time by the Promoter for any reason in its sole discretion. That being the case, we have set out important rules and regulations in these Terms and Conditions and a violation of any of them is the most common reason why attendees have been revoked in the past.

I understand that commercial activities of any kind, including without limitation delivering goods or services to or at the Event for a prepaid fee, or engaging in marketing or brand promotion at the Event, are expressly prohibited, except as pre-authorized by the Society in writing.

Every campsite is a private campsite. Your ability to visit or engage with the occupants of each campsite is at the invitation and discretion of the individuals to whom that campsite is registered. Occupants may revoke your access at their own discretion. You must consent to take responsibility for yourself and to follow reasonable requirements when visiting someone’s site. Failure to respect the privacy, rules, or requirements when visiting someone’s site can be grounds for ejection from the whole event, in the Promoter’s sole discretion.

You understand you are responsible for de-escalating situations, managing risk, and requesting non-cooperative individuals leave your campsite/premise when you deem it reasonably necessary or in the best interests of those involved. You may request that Rangers and/or Security assist you when an individual is uncooperative or would be unreceptive to your request.

Waiver of Liability

It is a condition of attending and participating in the Event that you give up any rights for yourself, your heirs, assigns, or beneficiaries to sue the Promoter and the others referenced below, over any injury, loss or death that you may suffer at the Event. Attending the Event has significant risks including but not limited to pyrotechnics, fires, fire performers and motor vehicles exempt from the Motor Vehicle Act. The Event grounds contain sufficient water to drown and objects high enough to lead to lethal falls. Structures on the grounds may be in an unsafe condition. You should obtain your own health, disability and life insurance.

Therefore, in consideration for the opportunity to purchase a ticket for entry to the Event, you hereby indemnify the Promoter against all liability, waive any and all claims against the Promoter or any of the Promoter's officers, directors, employees, contractors, volunteers, or other duly authorized representative(s) for any actions, inactions or negligence, including breach of contract or breach of any other duty imposed by law, to the maximum extent allowable under the laws governing British Columbia, Canada.

The Kindle Art Principles

You agree to adhere to the following principles as set forth in the Constitution of the Kindle Arts Society (the "Kindle Principles"):

Self-Expression: Our self-expression exists in pursuit of unmediated experience, self-discovery, intimacy, and lifelong play. This is the nucleus around which our community forms. Without the pursuit of self-expression, we do not exist. We encourage the articulation of one's unique inner self through art and play. To create art is to affirm one's existence. Art does not belong to an elite group with special abilities, skills, training, or social access. Artistic expression is essential to human happiness, and self-expression is the very fabric of human life. We cherish self-expression and freedom of identity without judgement. We call upon each other to express ourselves with compassion and respect for others. We pursue self-expression with respect given to personal and collective autonomy. We eschew controlling each other, choosing instead to control ourselves.

Participation: Everyone is welcomed with the opportunity to participate and contribute. There is no audience. Everyone is a participant. We welcome the stranger, embrace newcomers, and actively pursue hospitality. Ours is a gifting culture in which participants freely contribute without the expectation of reward or payment. Our gifts take many forms. We recognize that if we give the gift of our time, effort, energy, art, and passion – we create an environment of abundance, where there is plenty for all. Our community is a "do-ocracy": if you see a need – fill it. If there is a job to be done – do it. If you don't like how something is done - volunteer to do it better.

Accountability: We are responsible for our own actions, emotions, and experiences – and are committed to being accountable for them. We strive to minimize our impact on others by ensuring that our own emotional, spiritual, and physical needs are met. We recognize our limitations and commit within them. We take advantage of our own resources before seeking community support. In keeping our commitments, we trust others to meet the commitments they have made to us. We do not expect others to clean up after us – our trash and belongings (physical and mental) are our responsibility to manage. We value our community and contribute to ensure its resources are never depleted and it can operate with abundance. We recognize we are all accountable for the health of our community, and we cultivate an attitude of service. Our community is made up of individuals; therefore, we honour each other's personal needs.

Respect: We respect the needs of both the members of the Society as a whole and the individuals who form it. We embrace diversity in all of its forms, including but not limited to: class, wealth, religion, race, sexuality, gender, sex, age, physical ability, place of origin, and more. We seek to create an environment of tolerance and mutual support where we all have a sense of involvement and belonging. We treat each other with equality, tolerance, and respect – even when we disagree. We respect each other's autonomy and strive to help each other to meet our potential.

Consent: We hold ourselves to high standards of respect for others and respect everyone's right to bodily autonomy. We are mindful of everyone's right to say "yes" or "no" to any activity. In order to create a space where everyone feels safe to express themselves artistically and, where appropriate, sexually, we consciously develop a culture of consent. Consent is an agreement between two or more people to engage or not engage in specific activities together. Consent occurs when people voluntarily agree to the proposal or desires of the other. Expressed consent is clearly and unmistakably stated, rather than implied. It may be given in writing, by speech, or non-verbally (e.g.; a clear gesture such as a nod). In order for consent to be valid, it is given freely and continuously by a person with the capacity to do so, and may be revoked at any time. Consent is not just about sex; it's needed before acting on any desire involving others. We value the transformative experience of consensual touch, play, and interaction, and we believe that consent plays a vital part in our social cohesion.

You also agree to adhere to the Ten Principles of Burning Man (the "Burning Man Principles"):

Radical Inclusion. Anyone may be a part of Burning Man. We welcome and respect the stranger. No prerequisites exist for participation in our community.

Gifting. Burning Man is devoted to acts of gift giving. The value of a gift is unconditional. Gifting does not contemplate a return or an exchange for something of equal value.

Decommodification. In order to preserve the spirit of gifting, our community seeks to create social environments that are unmediated by commercial sponsorships, transactions, or

advertising. We stand ready to protect our culture from such exploitation. We resist the substitution of consumption for participatory experience.

Radical Self-reliance. Burning Man encourages the individual to discover, exercise and rely on his or her inner resources.

Radical Self-expression. Radical self-expression arises from the unique gifts of the individual. No one other than the individual or a collaborating group can determine its content. It is offered as a gift to others. In this spirit, the giver should respect the rights and liberties of the recipient.

Communal Effort. Our community values creative cooperation and collaboration. We strive to produce, promote and protect social networks, public spaces, works of art, and methods of communication that support such interaction.

Civic Responsibility. We value civil society. Community members who organize events should assume responsibility for public welfare and endeavor to communicate civic responsibilities to participants. They must also assume responsibility for conducting events in accordance with local, provincial and federal laws.

Leaving No Trace. Our community respects the environment. We are committed to leaving no physical trace of our activities wherever we gather. We clean up after ourselves and endeavor, whenever possible, to leave such places in a better state than when we found them.

Participation. Our community is committed to a radically participatory ethic. We believe that transformative change, whether in the individual or in society, can occur only through the medium of deeply personal participation. We achieve being through doing. Everyone is invited to work. Everyone is invited to play. We make the world real through actions that open the heart.

Immediacy. Immediate experience is, in many ways, the most important touchstone of value in our culture. We seek to overcome barriers that stand between us and a recognition of our inner selves, the reality of those around us, participation in society, and contact with a natural world exceeding human powers. No idea can substitute for this experience.

Event Imagery

You may not use photographs or video obtained at the Event (“Event Imagery”) for any advertising or commercial purposes. You may use Event Imagery for personal use, which means:

sharing with friends and family;

displaying on personal websites (as long as the website does not sell any product or service and does not purport or appear to be an official website of the Promoter or the Event; and

posting on personal social media accounts, (as long as such posts are not for commercial purposes). You hereby assign a joint ownership in the copyright to the Event Imagery you create for the purpose of enabling the Promoter and Event planners to enforce copyrights against any third party that displays or disseminates any Event Imagery in a manner not authorized herein.

You also acknowledge that people may take and use video, and photographic cameras at the Event, and that your image may be captured on film, video, or photographs that may subsequently be displayed or disseminated without your consent or payment of compensation to your, and you release the Promoter from any liability due to such capturing, display, or dissemination.

You shall ask for consent before taking pictures of another individual as a subject.

Intellectual Property

You acknowledge that the words “Otherworld”, “Kindle Arts” and all corresponding logos, symbols, artwork and trade dress are the intellectual property of the Promoter and that you may not make use of any such intellectual property without express written consent of the Promoter.

Nudity and Expressive Activity

You understand that some participants at the Event may engage in expressive activity and dress, which may include partial nudity or nudity and other types of expressive activity that are in line with the Kindle Principles set forth above. You agree that such expressive activity and dress is not offensive to you and that you have decided to attend the Event with full knowledge that such expressive activity and dress may occur. If you are accompanied by minors at the Event, you acknowledge that you are a duly appointed or authorized guardian of said minor(s), or have the written permission from the relevant guardians for the attendance of the minor(s), and you have made a choice that the minors may be exposed to the expressive activities and dress that take place at the Event, and that you have exercised parental responsibility and control in bringing the minors to the Event. Should you find that any activity at the Event is offensive to you, or to any minors accompanying you, you acknowledge that you can avoid such activity by, among other things, leaving the vicinity of the activity or leaving the Event.

Responsibility for Minors

You understand that children under NINETEEN (19) YEARS of age (a “Minor”) may attend the Event only accompanied by a parent or guardian, and if you bring a Minor to the Event, you alone are responsible for the well-being of that Minor and assume all liability for any injury, loss, or death that may occur to that Minor.

You will obtain health, disability and life insurance for the minor as appropriate.

You will supervise Minors who are TWELVE (12) YEARS OLD and under (“Children”) at all times by keeping those Children in direct sight. You will monitor Minors aged THIRTEEN (13) to EIGHTEEN (18) YEARS OLD (“Teenagers”) at all times by knowing where those Teenagers are and what they are doing.

You acknowledge that Minors may be exposed to nudity, sexuality, intoxication, and other adult situations. There may be areas of the Event marked “adults only” and You will ensure that all Minors within your care will comply with and do not enter these areas. Responsibilities and Prohibited Activities.

Other Responsibilities

You may only enter the Event through a sanctioned and official entry with a valid registration, ticket, and current photo identification.

You must adhere to the Kindle Principles and the Burning Man Principles.

You must bring enough food, water, shelter, and first aid to survive on your own for the duration of the Event. You are responsible for educating yourself regarding the location, surroundings and the environment relevant to the Event.

You must respect property and malicious injury to property (including property scheduled to be later destroyed as part of a spectacle or performance) is not acceptable.

You must adhere to all sound policies established by the Promoter and turn sound down immediately upon request of the Promoter.

You must accept and obey all courses of action recommended or instructed by the Promoter’s on-duty medical staff. If not, you will be instructed to leave the Event immediately, at your own cost and risk.

If we as the Promoter receive acceptable evidence that you have engaged in a prior or current violation of consent, including, without limitation, respecting a matter of a sexual nature, we have the right to bar your attendance at the Event or remove you from the Event without notice. Acceptable evidence shall be determined in the Promoter’s sole discretion, and includes, without limitation, a written report from the individual whose consent was violated, a police report, or verified evidence of a criminal record involving a prior sexual consent violation.

You must leave your pets at home as no animals are permitted at the Event other than authorized service and assistance animals. The event may involve pyrotechnics, and other activities that may be too loud, bright, or otherwise stressful for pets. For the safety and comfort of Event attendees and any prospective animals, if you plan to bring a service animal to the Event, you will be required to provide either certification/registration for the animal, or for yourself as a trainer or member of a training program/team. Details regarding certification are available HERE.

https://www2.gov.bc.ca/gov/content/justice/human-rights/guide-and-service-dog

We note that the Promoter is a private member society, and the Event is a private event held on private property, and we may therefore deny entry for anyone who fails to provide the requested documentation. Falsely representing certification is an offence under the Guide Dog and Service Dog Act of BC. If a service animal causes damage or harm we may revoke your access despite any valid certification.

Weapons, lasers, fireworks, rockets, and other explosives are prohibited without specific licenses and express advance written permission of the Promoter.

You must remove all of your own trash. This is a “LEAVE NO TRACE, pack it IN, pack it OUT” Event.

You acknowledge and agree that all persons, vehicles, including trucks, trailers, and recreational vehicles, entering the Event are subject to search by the Promoter’s gate and security staff. Any prohibited items shall be subject to seizure and forfeiture, and may result in the Promoter denying you entry, without refund.

You agree to read and abide by all terms printed on the ticket and all posted information at the Event.

You shall obey all instructions given by the Promoter’s safety and security staff, on-duty BC Rangers, and from all law enforcement officers.

Tickets, Refunds and Cancellation Policy

You acknowledge that all tickets and vehicle passes purchased are non-refundable.

Tickets and vehicle passes may not be sold for additional mark-up beyond their face value or used to promote or raise funds for any project, entity or individual.

General Terms

You understand and acknowledge that a violation of any one of these Terms and Conditions may subject you to corrective action from the Promoter that could include immediate removal from the Event at the sole discretion of the Promoter. Any acts perceived to be criminal in nature will be reported to police.

The Promoter is not responsible whatsoever for acts of God, inclement weather, strikes, protests, or actions taken by government agencies and similar causes.

Your acceptance of these Terms and Conditions by electronic means is governed by the British Columbia Electronic Transactions Act [SBC 2001] C.10.3. and that British Columbia law applies exclusively to all aspects of these Terms and Conditions and to the Event generally.

You confirm that you are who you represent yourself to be and that all information you have given to us is the whole and complete truth.

<Last updated: May 2024>