

2019 Gather Venice, a JW Epicurean & Mindful Experience (the “Festival”) Terms & Conditions

Please note that by purchasing passes for and/or attending the 2019 Gather Venice, a JW Epicurean & Mindful Experience (the “Festival”), you agree to comply with and be bound by all of the following Festival Terms & Conditions.

By attending the Festival, Ticket holders consent to being photographed, filmed or recorded as visitors attending the Festival, and for their likeness, mannerisms and/or voice to be included in any content from such filming, photographs and/or recording (and edited) without compensation and/or credit, which content may be communicated and/or exploited in any and all media worldwide in all perpetuity.

General

1. The “Organiser” is Marriott International, Inc. (“Marriott International”, “we”, “us”), a company incorporated in Maryland with company registered number F04793998 and with registered offices at 10400 Fernwood Rd, Bethesda, MD 20817, USA.
2. The “Festival” is the 2019 Gather Venice, a JW Epicurean & Mindful Experience to be held from September 26, 2019 to September 29, 2019. This will be hosted at the Festival Property (“Property”) at JW Marriott Venice Resort & Spa, Isola delle Rose, Laguna di San Marco, Venice 30133, Italy. Accommodations for the Festival booked via <https://www.marriott.com/hotels/hotel-deals/vcejw-jw-marriott-venice-resort-and-spa> shall be at the Property (“Festival Accommodation”). Festival Accommodations are subject to availability.
3. In order to purchase Tickets for and/or attend any of the Festival events, you must be at least 18 years old. No guests under the age of 18 (including infants and small children) are permitted to attend the Festival.
4. The Organiser reserves the right to refuse admission to any Ticket holder and may on occasion conduct security searches to ensure the safety of visitors. The Organiser shall be entitled to remove anyone from the Festival who is under the influence of drugs or excessive alcohol or who, in the reasonable opinion of the Organiser, is conducting themselves in a manner inappropriate to their continued attendance.
5. There shall be no admittance without a valid Ticket to the Festival areas or events.
6. Tickets and Festival Accommodation purchased through the website may be subject to fees charged by your financial institution. The Organiser is not responsible for these or any additional fees, taxes, gratuities, or other expenses not specifically stated herein or on any relevant website.
7. On entry, you agree to accept and abide by any venue rules of the Property, JW Marriott Venice Resort & Spa, and the Festival (and any other regulations provided on entry to the venue).
8. Food and alcohol may not be brought into the Festival. There are fully licensed bars and food venues offering food and beverages available for your purchase.
9. You will not be permitted to bring any glass bottles of any kind into the Festival. There are no exceptions.
10. No animals are allowed at the Festival, other than service animals (such as guide dogs).

11. All sound and moving or still picture rights including, without limitation, on the internet, vest exclusively with the Organisers and any material filmed or recorded at the Festival may only be used for the personal, non-profit making enjoyment of amateurs.

Festival Accommodation/Rooms/Refunds

12. Festival Accommodations can be booked at <https://www.marriott.com/hotels/hotel-deals/vcejw-jw-marriott-venice-resort-and-spa>. Once Festival Accommodations packages are booked, JW Marriott Venice Resort & Spa will reach out via email to acknowledge the reservation and provide a url link from which additional Event Tickets may be purchased for the Festival. See #13 below for a description of additional Events for which tickets are available for purchase.
13. Festival Accommodations are sold on a two- or three-night minimum basis from September 26 – September 29, 2019 and include overnight accommodations for two persons, daily breakfast for two, basic internet service, resort fees, tickets for two to the GATHER Venice Opening Reception and/or closing party (depending on length of stay), cooking demonstrations in Festival demo tent, specialty lunches, beverage tastings, and mindfulness activities. All other Festival events: chef cooking academies, chef-hosted dinners and finale dinner (the “Events”) require the purchase of additional separate tickets (except in the case of the tickets included in the VIP package) which can be purchased here <http://gatherbyjwvenice2019.eventbrite.it> . Event tickets are non-refundable.
14. Requests for refunds for Festival Accommodation packages will be granted within one month from the date the Festival Accommodation package was purchased up to August 25, 2019. No requests for refunds for Festival Accommodation packages will be given after one month from the Festival Accommodation purchase date or after August 25, 2019.
15. City tax will not be included in the Festival Accommodation packages – these taxes will be paid by the guest separately.
16. Guests enrolled in the Marriott Bonvoy loyalty program may earn Marriott Bonvoy™ loyalty points on the rooms packages, if a valid Marriott Bonvoy account number is provided during the booking process or at the Property front desk. No points will be earned on the additional Event tickets purchased, if any. Join Marriott Bonvoy at marriottbonvoy.com.

Tickets to Events

17. A valid Event ticket entitles the holder to attend the Festival Event on the relevant date and at the relevant time as stated on the Ticket. Tickets are sold on a per person basis.
18. An official Gather Venice Festival pass and lanyard must be worn and properly displayed at all times while attending the Festival. Passes are non-transferable and will not be replaced if lost or stolen. Passes and lanyards may be picked up at the Property registration desk located in the lobby. Identification may be required to claim the pass and lanyard.
19. Event tickets are purchased for the purchaser’s use only and shall not be resold, exchanged, or transferred. To do so or to alter or deface any Event ticket will render it void.

20. It is the Event ticket holder's responsibility to check his or her tickets, as mistakes cannot always be rectified, and the Organisers shall not be responsible for any lost or stolen tickets.
21. Event tickets shall not be used as prizes in competitions without the prior written consent of the Organiser.
22. Event tickets are sold subject to the Organiser's right to alter or vary the programme due to events or circumstances beyond their control without being obliged to refund monies or exchange tickets. It is the responsibility of the ticket holder to ascertain the date, time and venue of any rearranged staging of the Festival.
23. Event ticket prices are subject to change.

Cancellations/Postponement of the Event/Refunds

24. Should the Festival be postponed, Event tickets shall be valid for the rescheduled Festival dates and Festival Accommodations shall be re-allocated for the rescheduled dates.
25. Event Tickets are non-refundable.
26. Should the Festival be cancelled for any reason, the Event ticket holder shall be entitled to a full refund of the Event ticket price. Should the Festival be cancelled for any reason, the cost of Festival Accommodations booked through the website will be refunded to the guest. Except as noted, no other refunds will be given for any other related Festival expenditure. If the Festival is cancelled for any reason, full refunds will be processed automatically within 45 days.
27. Any decision to cancel the activities of the Festival on a particular day for any reason will be taken only at the advertised start time. In the event of any such cancellation, Event ticket holders shall be entitled to a refund of the value of the Ticket for that Event only. No refunds will be made if the Festival starts but is later abandoned.
28. No refunds will be given for Event tickets or Festival Accommodations if the Festival is postponed.

Liability/Governance

29. These terms and conditions shall be governed by the laws of the United States of America, and those bound by them hereby submit to the exclusive jurisdiction of the United States courts in connection herewith.
30. We reserve the right to amend these terms and conditions from time to time, where we consider it reasonable and necessary to do so (with or without notice).
31. Void where prohibited.
32. Marriott and its affiliates are not responsible for lost, interrupted or unavailable network server or other connections, miscommunications, computer or technical failure, or incorrect or inaccurate bidding information howsoever caused or other error of any kind whether human, mechanical or electronic.
33. In exchange for the benefits provided to you in connection with the Festival, and to the fullest extent permitted by law, you knowingly and voluntarily hereby fully release and forever discharge the Organiser and its respective parent companies, affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing, website providers, web masters, and their respective officers, directors, employees, representatives, and agents (the "released parties") from all or any manner of past, present or future rights, claims,

demands, and actions, in law or in equity, in tort or in contract, or under any other theory of recovery, of whatever kind or nature, whether known or unknown, whether now existing or hereinafter arising (collectively “claims”) which you ever had, now have, or may have hereafter against the released parties, arising out of or relating in any manner to the purchase of Festival Accommodation or Event tickets, regardless of the cause.

34. By purchasing an Event ticket, you further acknowledge that some experiences are arranged for and/or provided by third party vendors and the released parties have no direct affiliation with these independent vendors. The released parties shall not be liable for any direct, indirect, incidental, special, or consequential damages arising out of or relating in any manner to the Festival, regardless of the cause.
35. To the fullest extent permitted by law, the aggregate liability of the released parties to Festival guests for all claims arising out of or relating to the use of or any inability to use any portion of the service or otherwise under these terms, whether in contract, tort, or otherwise, is limited to the greater of: (a) the amount you have paid for the Festival Events and/or Festival Accommodations (if relevant); or (b) \$100.
36. Any personal information that you share with the Organiser (including your name, address, email, or other data) will be kept secure and only used in line with these terms and conditions unless you have opted-in to future marketing from the Organiser. Your information will be shared with AllThingsMedia, and EventBrite will process your Festival Event tickets purchased on the EventBrite website in accordance with the EventBrite Terms of Use https://www.eventbrite.com/support/articles/en_US/Troubleshooting/eventbrite-terms-of-service?lg=en_US. We inform you that, in accordance with the provisions of data protection legislation, the personal data provided will be processed by the Organiser to manage your purchase, it being the processing necessary for the performance of a contract. Your personal data will be processed for a maximum of 5 years from the date of purchase, as long as you do not revoke your consent, and without prejudice to its conservation for the legal obligations applicable to the Organiser. You may exercise rights of access, the right to rectification, right to erasure, right to restriction of processing, right to data portability and right to object to processing of your personal data and object to the processing thereof by sending an email to privacy@marriott.com. For more information, visit the Organiser’s Privacy Policy at <https://www.marriott.com/about/privacy.mi>