

LAS VEGAS REVIEW-JOURNAL, INC.
TERMS OF PARTICIPATION FOR
“VIRTUAL FOOD AND COCKTAIL SERIES”

1. SERIES OVERVIEW AND PURPOSE -

Through the “Virtual Food and Cocktail Series” (“Series”), Las Vegas Review-Journal, Inc. (“LVRJ”) provides an opportunity for participants (“Guests”) to connect and learn from a local professional chef (“Chef”) outside of a restaurant setting and from the convenience of their own kitchen. By participating in the Series, or any episode thereof, Guests will be guided through the preparation of various food items and/or cocktails by a Chef who will provide instruction through an online platform.

2. ACCEPTANCE OF TERMS -

THESE TERMS OF PARTICIPATION (“TERMS”) SET FORTH THE LEGALLY BINDING TERMS FOR YOUR PARTICIPATION IN THE SERIES OR ANY EPISODE THEREOF. BY PARTICIPATING IN THE SERIES, OR ANY EPISODE THEREOF, YOU ACCEPT THESE TERMS, AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO DO SO. YOU MAY NOT ACCEPT THESE TERMS OR PARTICIPATE IN ANY EPISODE OF THE SERIES IF YOU ARE NOT AT LEAST TWENTY-ONE (21) YEARS OLD. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS, YOU MAY NOT PARTICIPATE IN THE SERIES OR ANY EPISODE THEREOF.

3. HOW THE SERIES WORKS -

Guests will be entitled to view, at the time determined by LVRJ, the Zoom webinar by the Chef. The Guests will be entitled to pick up food boxes and, if legally entitled to, pick up alcohol and potentially other beverage ingredients to be paired with the food. The boxes of food and the drink will be made available beginning two days prior to the episode for which they are intended between 10:00 A.M. and 8:00 P.M. at the following La Bonita locations: 6000 W. Cheyenne, Las Vegas, NV 89108 and 2851 N. Green Valley Pkwy., Henderson, NV 89014. LVRJ is not responsible for any actions or omissions by La Bonita. Guests who pick up the food boxes will be able to cook along with the Chef, preparing their own meal. During or after the cooking, Guests will be able to use the “chat” function to ask questions of or make comments to the Chef. Each food webinar will be approximately one (1) hour long, though actual times may vary. LVRJ is not responsible for any technical problems with the Zoom broadcast or chat or other functions of Zoom, and each Guest is responsible for their own internet access and other technical necessities of participation. Guests hereby agree not to publish any material in the chat that is illegal, offensive or violates any rights of any third parties. Each Guest hereby provides LVRJ a worldwide, perpetual, assignable, sublicenseable, royalty-free license to use, copy, publish and edit any material published by Guest in the “chat” function of any episode.

4. PARTICIPATION FEES –

(a) Guest Participation Fee. Each Guest will pay a fee (“Participation Fee”). The Participation Fee is estimated to be approximately fifty dollars (\$50.00) per show. However, the Participation Fee may vary and is subject to change for each episode until paid. Payment must be made in advance to participate in an episode of the Series. Guests may pay for and participate in as many episodes as they like. There is a separate Participation Fee for each episode. It is the responsibility of the Guest to pick up all ingredients.

(b) Guest Payment Information. LVRJ has no control over PayPal’s services or its use of Guest’s personal information. If LVRJ does not receive Guest’s Participation Fee through PayPal, Guest will not be allowed to participate in the Episode. The handling and use of Guest’s personal information by PayPal is an issue solely between Guest and PayPal. Guest must have a valid PayPal account to participate. Guest waives any claim against LVRJ related to Guest’s efforts to pay by, interaction with or results of Guest’s interaction with PayPal.

5. INTELLECTUAL PROPERTY OWNERSHIP –

(a) All content, names, logos, trademarks, service marks, brand identities, characters, trade names, graphics, designs, copyrights, trade dress, or other intellectual property appearing in the Series or any episode thereof, and the organization, compilation, look and feel, illustrations, artwork, videos, music, software and other works in the Series or any episode thereof (the “**Materials**”) are owned by LVRJ and its affiliates or used with permission or under license from a third party (hereinafter collectively referred to as the “**Owner**”) and are protected under copyright, trademark and other intellectual property and proprietary rights laws.

(b) As between LVRJ and Guest, all right, title and interest in and to the Materials will at all times remain with LVRJ or its Owners. The words “Las Vegas Review-Journal,” the LVRJ logo, and other marks, logos and titles are registered and/or common law trade names, trademarks or service marks of LVRJ or its affiliates. LVRJ reserves all other rights. Except as expressly provided herein, nothing in the Series or any episode thereof shall be construed as conferring any license under LVRJ’s or its Owner’s intellectual property rights, whether by estoppel, implication or otherwise. Notwithstanding anything herein to the contrary, LVRJ may revoke any of the foregoing rights or your access to the Series or any episode thereof, including the blocking of your IP Address, at any time without prior notice for any violation of this section.

WITHOUT LIMITING THE FOREGOING, THE MATERIALS AND ALL OTHER FEATURES OF THE SERIES OR ANY EPISODE THEREOF ARE PROVIDED TO YOU “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. SHOULD APPLICABLE LAW NOT PERMIT THE FOREGOING EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, THEN LVRJ HEREBY GRANTS THE MINIMUM EXPRESS OR IMPLIED

WARRANTY REQUIRED BY SUCH APPLICABLE LAW. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM LVRJ, ITS EMPLOYEES, AGENTS, SUPPLIERS OR ANY OTHER PERSONS SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS SECTION. ADDITIONALLY, LVRJ DOES NOT MAKE ANY WARRANTIES THAT THE SERIES, OR ANY EPISODE THEREOF, WILL BE UNINTERRUPTED, SECURE OR ERROR FREE OR THAT YOUR PARTICIPATION IN THE SERIES, OR ANY EPISODE THEREOF, WILL MEET YOUR EXPECTATIONS, OR THAT THE CONTENT OF THE SERIES, OR ANY EPISODE THEREOF, IS CORRECT, ACCURATE OR RELIABLE.

6. LIMITED USE; RESTRICTIONS ON USE -

No other use of the Series or any episode thereof is authorized. Framing or posting of the Series or any episode thereof on other websites is strictly prohibited. The use or misuse of any Materials, except as provided in these Terms, is strictly prohibited. Guest shall not, without LVRJ's express written consent: (a) distribute text or graphics to others, (b) copy and retransmit, disseminate, broadcast, circulate, or otherwise distribute the Materials on any other server, or modify or re-use all or part of the Materials on any other system, (c) use any tradename, trademark, or brand name of LVRJ in metatags, keywords and/or hidden text, (d) copy, distribute, modify, transmit, perform, reuse, re-post, or otherwise display the Materials, in whole or in part, for public or commercial purposes and shall not modify, translate, alter or create any derivative works thereof, (e) create derivative works from the Materials or commercially exploit the Materials, in whole or in part, in any way, and (f) use the Materials or any portion thereof in any manner that may give a false or misleading impression, attribution or statement as to LVRJ, the Owner, or any third party referenced therein. Guests shall use the Materials and any services and products featured in the Series or any episode thereof for lawful purposes only. LVRJ reserves all other rights. Guests do not acquire ownership rights to any Materials viewed or accessed, and LVRJ's posting of the Materials on its website does not constitute a waiver of any right in such Materials. Guests shall not alter, remove or obscure any copyright notice, digital watermarks, proprietary legends or any other notice included in the Materials.

7. UNITED STATES ONLY -

By participating in the Series or any episode thereof, each Guest hereby agrees and acknowledges that the Series or any episode thereof is hosted in the United States ("U.S."). If a Guest attempts to access the Series or any episode thereof from a physical location within the European Union, Asia, or any other region with laws or regulations governing personal data collection, use, and disclosure that differ from U.S. laws, Guests are hereby advised that participation in the Series or any episode thereof, which is governed by U.S. law, these Terms, and the LVRJ Privacy Policy, effectively transfers Guest's personal information to the U.S. and Guests hereby consent to (i) such transfer, (ii) the application of the laws of the U.S. and the State of Nevada with respect to any dispute arising from or related to LVRJ's Privacy Policy or

Guest's participation in the Series or any episode thereof, other than such rules, regulations, case law or international treaties that would result in the application of the laws of a jurisdiction other than the U.S. or the State of Nevada, and (iii) the exclusive jurisdiction of the courts of the U.S. and the State of Nevada. Any claim or dispute between Guest and LVRJ that arises in whole or in part from your participation in the Series or any episode thereof or in connection with LVRJ's Privacy Policy shall be decided exclusively by a court of competent jurisdiction located in Las Vegas, Nevada, U.S. Guest hereby agrees that such court shall have *in personam* jurisdiction and venue with respect to such party, and Guest hereby submits to the *in personam* jurisdiction and venue of such courts and waives any objection based on inconvenient forum.

8. LIMITATION OF LIABILITY -

GUEST'S PARTICIPATION IN THE SERIES, OR ANY EPISODE THEREOF, IS AT GUEST'S OWN RISK. NEITHER LVRJ, ITS AFFILIATES, NOR ANY OF ITS RESPECTIVE OFFICERS, DIRECTORS, AGENTS OR OTHER REPRESENTATIVES WILL BE LIABLE FOR ANY DAMAGES, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, LOSS OF OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES ARISING OUT OF GUEST'S PARTICIPATION IN THE SERIES, OR ANY EPISODE THEREOF, ARISING OUT OF ANY ACTION TAKEN IN RESPONSE TO OR AS A RESULT OF ANY CONTENT OR OTHER INFORMATION AVAILABLE IN THE SERIES, OR ANY EPISODE THEREOF, HOWEVER CAUSED, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PROPRIETARY RIGHTS INFRINGEMENT, PRODUCT LIABILITY OR OTHERWISE, AND FURTHER INCLUDING, WITHOUT LIMITATION, HARM, PHYSICAL OR OTHERWISE, AS A RESULT OF COOKING THE FOOD, PREPARING THE BEVERAGES AND/OR CONSUMING ANY FOOD OR BEVERAGE, AND ANY ISSUES THAT MAY ARISE BETWEEN GUEST AND LA BONITA RELATED TO THE PURCHASE OF FOOD, BEVERAGES OR INGREDIENTS. ALL OF THE FOREGOING SHALL APPLY EVEN IF LVRJ WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF GUEST IS DISSATISFIED IN ANY WAY WITH THE SERIES, OR ANY EPISODE THEREOF, THESE TERMS OR LVRJ'S PRIVACY POLICY, GUEST'S SOLE AND EXCLUSIVE REMEDY IS TO CEASE PARTICIPATION IN THE SERIES, OR ANY EPISODE THEREOF. GUEST HEREBY WAIVES ANY AND ALL CLAIMS AGAINST LVRJ AND ITS AFFILIATES, AGENTS, REPRESENTATIVES AND LICENSORS ARISING OUT OF GUEST'S PARTICIPATION IN THE SERIES, OR ANY EPISODE THEREOF. BECAUSE SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES, THESE PROVISIONS MAY NOT APPLY TO ALL GUESTS. IF ANY PORTION OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF LVRJ AND ITS AFFILIATES SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00). THE

LIMITATION OF LIABILITY HEREIN IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN AND REFLECTS A FAIR ALLOCATION OF RISK. THE SERIES, OR ANY EPISODE THEREOF, WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS AND AS A GUEST AGREE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY, DISCLAIMERS AND EXCLUSIVE REMEDIES SPECIFIED HEREIN WILL SURVIVE EVEN IF FOUND TO HAVE FAILED IN THEIR ESSENTIAL PURPOSE.

9. TERMINATION -

(a) LVRJ may cancel, suspend or block your participation in the Series or any episode thereof, without notice for any reason, at our sole discretion, including if there has been a violation of these Terms. Any limitations on liability that favor LVRJ will survive the expiration or termination of these Terms for any reason.

(b) LVRJ may change the contents of, shorten, lengthen or cancel any or all episodes at any time for any reason. In the event an episode is cancelled in its entirety, LVRJ will take reasonable efforts to refund your Participation Fee.

10. ABILITY TO ACCEPT TERMS OF PARTICIPATION -

Guest hereby affirms that Guest is at least twenty-one (21) years of age, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in the Terms of Participation, and to abide by and comply with the Terms of Participation.

11. NOTICE -

Guest's affirmative act of participating in the Series, or any episode thereof, constitutes Guest's electronic signature to these Terms. Guest also agrees that LVRJ may send any notices, disclosures, reports, documents, communications or other records regarding the Series or any episode thereof (collectively, "Notices") in electronic form to the e-mail address Guest provided during registration. The delivery of any Notice from LVRJ is effective when sent by LVRJ regardless of whether Guest reads the Notice upon receipt or whether Guest actually receives the delivery.

12. MISCELLANEOUS -

LVRJ's failure to enforce any provision of the Terms shall not be deemed a waiver of such provision nor of the right to enforce such provision. If any part of the Terms is determined to be invalid or unenforceable pursuant to applicable law, including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Terms shall continue in effect. A printed

version of the Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

LVRJ Code of Conduct for the Series

Participation in the Series or any episode thereof is a privilege that is contingent upon your adherence to LVRJ's code of conduct. All Guests agree to comply with this code of conduct and to be financially liable for any and all damages caused by the content of publication by Guest in the "chat" section of the webinar. Capitalized terms used but not defined herein shall have the meaning given to them in these Terms. The purpose of this code of conduct is to ensure the safety, comfort, and enjoyment of each Guest during their participation in the Series or any episode thereof.

All Guests shall and hereby agree to adhere to the following rules when using the chat function:

1. Refrain from using curse words ("swearing") as well as any vulgar, offensive and/or obscene language which is likely to make others feel uncomfortable, embarrassed or offended.
2. Respect the privacy requests of other Guests.
3. Refrain from using disorderly, disruptive, lewd and/or indecent language which includes, but is not limited to, inciting a riot or other disruption and disruption of the enjoyment of other Guests.
4. Refrain from the harassment of other Guests, which includes, but is not limited to behavior that is sufficiently severe or pervasive so as to threaten an individual or substantially interfere with the individual's privacy or enjoyment of their participation in the Series or any episode thereof.
6. Refrain from abuse/endangerment and/or bullying of another Guest, which includes, but is not limited to, physically harming, threatening to harm, intentionally or recklessly causing harm to any person or creating a condition that endangers the health and safety of others.
7. Refrain from engaging in the verbal abuse of another Guest, which includes, but is not limited to, attempted unwanted sexual attention, such unwanted sexual advances.

8. Refrain from using discriminatory language which includes, but is not limited to, language that discriminates against other individuals because of such individual's race, color, religion, sex, handicap, age, national origin, and/or sexual orientation.

9. All Guests shall respect each other and behave in an appropriate manner during their participation in the Series or any episode thereof.

BREACHES OF LVRJ'S CODE OF CONDUCT

Any observed or reported breach of this "Code of Conduct" by any Guests will be addressed and resolved by LVRJ in its sole discretion, including, but not limited to termination of participation privileges in the Series or any episode thereof.

GUESTS HEREBY AGREE TO DEFEND, RELEASE, INDEMNIFY AND HOLD HARMLESS LVRJ AND ITS SUBSIDIARIES, AFFILIATES, INVESTORS, OFFICERS, EMPLOYEES, AGENTS, SERVANTS, ASSIGNEES, AND/OR ANY OTHER LVRJ-RELATED ENTITY FROM AND AGAINST ANY CLAIMS, EXPENSES, AND/OR LIABILITIES MADE AGAINST OR INCURRED BY ANY OF THEM IN CONNECTION WITH CLAIMS BASED ON BREACH OF THIS CODE OF CONDUCT OR GUEST'S PARTICIPATION IN THE SERIES OR ANY EPISODE THEREOF.