

## **JAEGER-LECOULTRE – THE SOUND MAKER EXHIBITION, NEW YORK CITY**

### **RESERVATIONS & ADMISSIONS GUIDELINES**

Each person can reserve one session per reservation for 2 participants, subject to availability of the sessions.

If your reservation is successful, you will receive a confirmation email containing the QR code link for entry.

You must present your QR code to Jaeger-LeCoultre's staff for entry.

Unless otherwise stated, reservations are free of charge, personal, non-saleable and non-transferrable.

Reservations are valid only for the date and time of the reserved session.

Jaeger-LeCoultre reserves the right to cancel, or change the details (e.g. time, venue) of any scheduled session without notice.

You agree and acknowledge that Jaeger-LeCoultre will not be liable to you for any cost, expense or compensation, in the event of cancellation or change. There will be no make-up session for cancelled session. A new reservation will need to be made.

COVID-related screening measures may be conducted, including health screening and temperature checks.

If you have COVID-19 symptoms or, within the last 10 days were either in close contact with someone positive for COVID-19 or you were diagnosed as having COVID-19, you will be denied entry to any session.

Regardless of vaccination status, face masks must be kept on all at times in the venue, and guests should socially distance from those not in their party.

Based on New York City mandates, you may be required to show proof of vaccination to enter certain facilities.

Waiting time may occur during busy hours or as a result of health and safety measures.

Given the unpredictability of the COVID-19 pandemic, these guidelines may be changed up until the point of entry to any event.

No smoking, pets (with the exception of guide dogs), food and/or drinks are allowed inside the venue.

All visitors will be responsible for their own safety and personal belongings.

Jaeger-LeCoultre reserves the right (1) to deny any person from entering the venue (whether or not he/she has a valid reservation) or (2) if the person has already entered the venue, to demand the person to immediately leave the venue, if Jaeger-LeCoultre reasonably believes that such person is or may be in breach of the guidelines issued by Jaeger-LeCoultre.

In case of any dispute, the decision of Jaeger-LeCoultre will be final.

### **THE SOUND MAKER EXHIBITION DISCOVERY WORKSHOP EVENT**

#### **CONDITIONS OF SALE**

##### **About Jaeger-LeCoultre and these conditions of sale**

These Conditions of Sale apply to any order for tickets to attend Jaeger-LeCoultre's Discovery Workshop event, taking place during the Sound Maker Exhibition in New York City from September 20, 2021 to October 5, 2021 (the "Jaeger-LeCoultre Event").

Richemont North America, Inc. has its registered offices at 645 Fifth Avenue, 5th Floor, New York, NY 10022, U.S.A. (together with Jaeger-LeCoultre, "we", "us" and "our").

In addition, our information collection practices and the ways in which we may use and protect that information, are further set out in our Privacy Policy. Persons wishing to attend the Jaeger-LeCoultre Event will also be deemed, by purchasing tickets and attending the Jaeger-LeCoultre Event, to have

agreed to be bound by the Privacy Policy, which are incorporated into these Conditions of Sale by reference (and are available here: Privacy Policy). By placing an order, you agree to be bound by the Privacy Policy, the terms of which are incorporated into these Conditions of Sale.

Please read these Conditions of Sale carefully. These Conditions of Sale are applicable to any order placed for the Jaeger-LeCoultre Event. Please note that before placing an order, you will be asked to agree to these Conditions of Sale. If you do not agree to these Conditions of Sale, then you will not be able to order tickets for the Jaeger-LeCoultre Event.

#### **Updates to these conditions of sale**

We may make changes from time to time to these Conditions of Sale so please check back regularly to keep informed of updates. The latest version of these Conditions of Sale will always be available on request. Any changes to the Conditions of Sale made after you have placed an order will not affect that order and your relationship with us, except as may be required by applicable law.

#### **Purchasing eligibility**

Only individuals (and not legal entities) who (a) have reached the age of majority (eighteen in most states), (b) have legal capacity to enter into contracts and (c) are citizens of or residents living in the continental United States of America, Alaska, Hawaii or the District of Columbia may place orders for tickets to the Jaeger-LeCoultre Event through this channel. If you are under the age of majority or otherwise cannot lawfully enter into a contract, you must have your parent or guardian place an order on your behalf and thereby assent to these Conditions of Sale. Any orders placed in violation of this provision shall be null and void.

By placing an order for the Jaeger-LeCoultre Event through this channel, you represent and warrant that you are a bona fide end-user client and will not sell or otherwise distribute the tickets for commercial purposes or any other commercial benefit.

#### **Ticket availability and quantity**

All orders for the Jaeger-LeCoultre Event placed through this channel are subject to availability and acceptance of such orders by us. Jaeger-LeCoultre can provide more information as regards the tickets and order process. For information about the order process, please refer to our Order Process section below.

Quantity limits may apply in relation to orders. We reserve the right to refuse any order at any moment in time, without prior notice.

#### **Order process**

We reserve the right, in our sole discretion, to refuse, cancel and terminate orders at any time on reasonable grounds. For example, we may refuse, terminate or cancel your order if there is an ongoing dispute concerning payment or if we suspect, in our sole discretion, that you have engaged in (i) fraudulent activities; or (ii) have otherwise violated these Conditions of Sale.

#### **Payment**

We accept the methods of payment identified as part of the order process. Depending upon the means of payment, we may require additional information, including specific forms of identification. When ordering using our Pay-by-Link process, you will need to enter your payment details on the appropriate form. All payment card holders are subject to validation check and authorization by the card issuer. If the issuer of your payment card refuses to authorize payment to us, you will need to contact your card issuer directly to solve this problem.

Other payment methods may also be subject to validation checks and authorization by the payment system providers as well. You expressly authorize us to perform security checks, where we deem necessary, to transmit or to obtain information (including any updated information) about you to or from third parties from time to time, including but not limited to your payment card details, to

authenticate your identity, to validate your payment card, to obtain an initial payment card authorization and to authorize individual purchase transactions.

Jaeger-LeCoultre is prohibited under U.S. law from making sales to individuals or companies designated on the Office of Foreign Assets Controls (“OFAC”) Specially Designated Nationals (“SDN”) List, or to country destinations sanctioned by the U.S. Any such transactions will be declined.

### **Acknowledgement of order**

Once you have made your choice and your order has been placed for the Jaeger-LeCoultre Event, you will receive a written Acknowledgement of Order (by e-mail or otherwise confirming the details of your order). This Acknowledgement of Order is not an acceptance of your order. To confirm the order, we will conduct its usual credit, anti-fraud, security, and related legal checks and, if acceptable, will then process your order. Upon receipt of the Acknowledgement of Order, it is your responsibility to review it and confirm that it accurately reflects your intended order. If you have any questions or concerns or if the Acknowledgement of Order does not reflect your intentions, you should contact Jaeger-LeCoultre promptly.

These Conditions of Sale will be provided to you when we acknowledge your order.

### **No Returns, Exchanges, or Transfers**

All orders for the Jaeger-LeCoultre Event are final, non-refundable, non-saleable, and non-transferrable. Reservations are valid only for the date and time purchased, and may not be exchanged or used for another session. Jaeger-LeCoultre Event reserves the right to cancel or change the details of the Jaeger-LeCoultre Event (e.g. time, venue) without notice. If the event is cancelled, Jaeger-LeCoultre will refund the original purchase price for the Jaeger-LeCoultre Event. You agree and acknowledge that Jaeger-LeCoultre will not be liable to you for any additional cost, expense or compensation in the event of cancellation or change. There will be no make-up session if the Jaeger-LeCoultre Event is cancelled.

### **Limitation of liability**

To the fullest extent permitted by applicable law, we disclaim and exclude all other terms, conditions and warranties in relation to any orders placed for the Jaeger-LeCoultre Event, whether express or implied by statute or otherwise or arising from any previous course of dealing or usage or trade practice.

Nothing in these Conditions of Sale limits or excludes our liability for any liability which cannot be limited or excluded by applicable law. Subject to the preceding sentence, our aggregate liability to you under these Conditions of Sale for any order whether in contract, tort (including negligence) or otherwise, even if we have been advised of the possibility of such damages shall in no event exceed the one hundred percent (100%) of the price of your order for the Jaeger-LeCoultre Event.

Please note that in some jurisdictions, including the State of New Jersey, USA, consumer protection laws do not allow certain exclusions or limitation of warranties or liabilities, and consequently some of the above exclusions and limitations do not apply.

### **General provisions**

If any provision, or part of a provision, of these Conditions of Sale is found to be illegal, invalid or unenforceable, that provision or part-provision shall be deemed not to form part of these Conditions of Sale, and the legality, validity or enforceability of the remainder of the provisions of these Conditions of Sale shall not be affected, unless otherwise required by operation of applicable law. These Conditions of Sale (and associated terms incorporated by reference) constitute the entire agreement between you and us in relation to your order for the Jaeger-LeCoultre Event, and replace and extinguish all prior agreements, draft agreements, arrangements, undertakings, or collateral contracts of any nature made by the parties, whether oral or written, in relation to such subject matter.

We are not responsible for any failure or delay in performing or complying with our obligations under these Conditions of Sale which arises from any cause beyond our reasonable control.

The waiver by us of a breach of any provision of these Conditions of Sale will not operate to be interpreted as a waiver of any other or subsequent breach.

This contract is between us and you. No other person shall have any rights to enforce any of its terms.

### **Applicable law and jurisdiction**

These Conditions of Sale shall be governed by and construed in accordance with the Federal Arbitration Act and, where applicable, the laws of the State of New York, without reference to conflict of laws provisions. Any dispute, controversy or claim arising out of or related to the Conditions of Sale, including the validity, invalidity, breach or termination of the Conditions of Sale, or to any order for the Jaeger-LeCoultre Event, will be resolved by binding arbitration, rather than in court, except that a consumer or Jaeger-LeCoultre may assert claims in small claims court if such claims qualify. You understand and agree that you are waiving your right to sue or go to court to defend your rights, including to a trial by jury, under these Conditions of Sale. In addition, you and Jaeger-LeCoultre understand and agree that the parties will pursue any dispute on an individual basis. The arbitrator is empowered to resolve the dispute with the same remedies available in court, however, any relief must be individualized to you and shall not affect any other consumer. You and Jaeger-LeCoultre agree that each may not bring a claim against the other as part of any class action, class arbitration, or other representative proceeding. The arbitration will be conducted in the state and county where you reside (as determined by your address on file with Jaeger-LeCoultre) or at consumer's election, New York, New York, by the American Arbitration Association ("AAA") under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules.

Before bringing any dispute in arbitration, you and Jaeger-LeCoultre agree that you will first notify the other party and make reasonable efforts for a period of thirty (30) days to resolve amicably any dispute or failure to agree that may arise out of or relate to the product, the Conditions of Sale or any potential or alleged breach thereof. This requirement is a pre-condition, and no claim shall be filed in arbitration (or small claims court) until this provision is first met.

### **Contact us**

If you have any questions or comments about these Conditions of Sale, or matters generally, please contact us at the following email address: [thesoundmakernyc@jaeger-lecoultre.com](mailto:thesoundmakernyc@jaeger-lecoultre.com)