CONDITIONS OF THE EVENKO CLUB MEMBERSHIP (the "**Membership**")

Please read the following carefully to understand the conditions governing your Membership (the "**Conditions**").

The parties to this agreement are evenko G.P. ("**evenko"**) and yourself (also referred to as a "**Member**").

Your Membership is governed by these Conditions and the Privacy Policy (https://evenko.ca/en/evenko-policies). By subscribing, you confirm that you have read and understood these Conditions, which may be modified from time to time, and the Privacy Policy and that you agree to abide by them as a Member. You further agree to allow evenko to collect and use your personal information in accordance with the Privacy Policy, which may be modified from time to time, and is an integral part of these Conditions as if cited herein in its entirety. evenko is the only entity responsible for the administration of the Membership.

1. **MEMBERSHIP CONDITIONS**

1.1. The Membership is valid from January 1, 2026, to December 31, 2026.

1.2. The Membership fees are non-refundable.

1.3. After completing his/her subscription to the Membership, the Member will receive a mobile ticket associated with his/her Membership number (the "**Membership Ticket**") by e-mail and/or SMS.

1.4. The Membership gives you the opportunity to benefit from the following exclusive advantages (the "**Benefits**"), which may be modified at any time by evenko at its discretion:

PURCHASE PRIORITY
Receive presale offers before the official evenko presale for a minimum of 5 Bell Centre shows during the year, for up to 2 tickets per Membership. Selection of presale shows is at the discretion of evenko. Presale tickets are available in limited quantities, and will be allocated on a first-come, first-served basis. The tickets purchased via this Membership are non-transferable and are not eligible for resale.

FIRST TO KNOW
Be the first to know when new tickets become available for the most popular shows.

NEW DISCOVERIES
Let evenko inspire you to discover a variety of new artists.

TICKET SOUVENIRS
Get a printed version of your show ticket by visiting the box office of the venue where the shows will be taking place and presenting your Membership Ticket. This advantage is available for the following venues only: Bell Centre, Place Bell, MTELUS, Le Studio TD, and Beanfield Theatre, during opening hours, on the day of the show in question.

OFFICIAL MERCHANDISE DISCOUNTS
Take advantage of exclusive discount codes up to 15% off in the OSHEAGA, îLESONIQ, LASSO, Francos de Montréal, and Festival International de Jazz de Montréal online boutiques. Exclusions may apply at the sole discretion of evenko and participating partners.

1.5. To receive the Benefits and to know the additional terms and conditions applicable to each of them, the Member must follow the instructions included in the communications sent to him/her by evenko or its participating partners.

1.6. The Membership is reserved for physical persons; companies, joint ventures, partnerships, groups, and associations are specifically excluded.

1.7. The Member must be 14 years of age or older and must have obtained the consent of a parent or guardian if they are under the age of majority and such consent is required in their place of residence.

1.8. A Member may have only one Membership and the Benefits belong to the Member only. The Membership and the Benefits may not be assigned, transferred, or bequeathed in any manner whatsoever except with the prior written consent of evenko.

1.9. The Member is responsible for notifying evenko of any changes or modifications to his/her personal information.

1.10. The Benefits have no monetary value and may not be monetized or sold. No refund will be given to a Member who has not taken advantage of the exclusive Benefits of their Membership. The Benefits cannot be combined with any other promotional offer from evenko or a participating partner. Exclusions may apply at the sole discretion of evenko and participating partners.

1.11. The Member is responsible for any use of his/her Membership in violation of the present Conditions.

1.12. evenko may at any time and without notice, in case of reasonable doubts, suspend or cancel a Membership and the Benefits of a Member who abuses his/her privileges, violates these Conditions, makes a false statement and/or acts in a manner that is prejudicial to evenko or its participating partners.

1.13. The Membership will be terminated in the event of the death or personal bankruptcy of a Member.

2. LIABILITY

2.1. Neither evenko, the participating partners, and their respective subsidiaries, shareholders, affiliated companies, employees, officers, directors, agents, and representatives (the "**Exonerated Parties**") assume any liability to Members with regard to their participation in the Membership or as a result of their use of a Benefit including, without being limited to, any liability arising out of: (i) the suspension or cancellation of a Membership in accordance with these Conditions; (ii) any delay in the delivery of Benefits; (iii) any damage or loss suffered by a Member any damage or loss suffered by the member as a result of inaccurate personal information; (iv) any injury, loss or damage, including death and damage to property; (v) any modification of the Benefits provided herein or (vi) a case of force majeure. For the purposes of these Conditions, "force majeure" means the occurrence of an irresistible event that renders evenko incapable of fulfilling its obligations hereunder. Without limiting the generality of the foregoing, a case of force majeure includes any partial or total work stoppage, strike, lock-out, fire, riot, accident, war, disaster, technical failure, unauthorized intrusion into its computer systems, destruction of the site in whole or in part, interruption of an essential service or any other similar event or uncontrollable circumstance of similar nature.

2.2. Without limiting the generality of the foregoing, the Exonerated Parties cannot be held liable for any failure of any Website used in connection with the Membership, or for any problem or technical defect of the networks, telephone systems or lines, computer systems, servers, access providers, or computer hardware or software, nor for the failure of any e-mail transmission or an Internet connection. Furthermore, the Exonerated Parties cannot be held liable for Internet traffic congestion on any Website or any damage to any computer or asset associated with participation in the Membership or with downloading or uploading any data directly or indirectly related to the Membership. evenko reserves the right at its sole discretion to end, modify or suspend all or part of the Membership in any way whatsoever in the event of a computer error, technical problem, bug or virus, alteration, unauthorized intervention, fraud or technical failure, or any other situation beyond evenko's control that prevents the proper operation of any aspect of the Membership. Any attempt to deliberately damage a Website or to impair the functioning of the Membership in any way whatsoever (as evenko may determine at its sole discretion) could constitute a violation of existing laws and, in such case, evenko reserves the right to exercise any recourse and to claim damages to the full extent allowed by law.

2.3. You hereby waive any claim related to the Membership for losses and damages of any kind resulting from any cause against the Exonerated Parties.

2.4. To the extent permitted by law, you agree to protect, hold harmless and indemnify the Exonerated Parties from and against all losses, claims, demands, causes of action, liabilities, damages, and expenses (including reasonable attorneys' fees) incurred by the Exonerated Parties resulting from (i) your breach of these Conditions or (ii) any damage caused by your acts or omissions.

3. GENERAL PROVISIONS

3.1. These Conditions and all other information relating to the Membership provided to the Member by evenko constitute the terms and conditions applicable to the Membership and replace and nullify any other understanding or prior condition relating to the Membership. In the event of a contradiction between the terms of these Conditions and any other document relating to the Membership, these Conditions will prevail.

3.2. evenko reserves the right to sell or transfer the Membership, in whole or in part, to an affiliated company or a third party as part of the transfer of all or substantially all of its company and assets through a merger, sale of assets, sale of shares, or otherwise. In such case, evenko will be entirely released of its obligations hereunder.

3.3. No failure by evenko to exercise its rights or recourse provided for herein or by operation of law, nor any delay in doing so, will constitute a waiver of said rights or recourse. Occasional or partial exercise of a right or recourse will not prevent its exercise at a later date and/or the exercise of any right or recourse in their entirety.

3.4. Each section of these Conditions is separate and severable from the others, and the fact that one of them be declared invalid or unenforceable by a competent tribunal, in whole or in part, will have no effect on the validity or enforceability of the other section of these Conditions.

3.5. If any of the provisions of these Conditions is in contravention of a law, it shall be interpreted in a way that will render it compliant with the law or, failing that, in the manner that is most likely to respect the intent of these Conditions without acting in contravention of said law.

3.6. These Conditions are governed by the laws in effect in the Province of Québec and applicable Federal laws, irrespective of provisions pertaining to legal conflicts, and only the courts of the judicial district of Montreal will have jurisdiction to settle any actions with respect to their interpretation, application or execution.

3.7. All sections of these Conditions that, by their nature, must survive, will survive the expiration or termination of a Member's Membership including, without limitation, sections 1 and 2.

4. COMMUNICATION

If you have any questions about the Membership, please write to info@evenko.ca or call **(514) 492-1775.**