

Glide at Brooklyn Bridge Park 2023/2024 (the “Event”)

Terms and Conditions (the “Terms”)

GENERAL TERMS

1. The Event, held at Emily Roebling Plaza at Brooklyn Bridge Park in Brooklyn, NY 11201 (“Site”) is maintained and operated by Brooklyn Bridge Park Corporation (“BBPC”), a non-profit organization located at 334 Furman Street, Brooklyn, NY 11201. The Event is operated on behalf of BBPC by IMG Worldwide, LLC (“IMG”), a Delaware limited liability company with its principal place of business at 11 Madison Ave, 18th Floor, New York, NY 10010, and its business partner, BSE Enterprises LLC (“BSEE”), a Delaware limited liability company located at 168 39th Street, 7th Floor, Brooklyn, NY 11232.
2. We set out below the Terms and Conditions (“Terms”) that shall apply to:
 - a. your entry to the Event;
 - b. any purchase of Tickets (as set out below).
3. Notwithstanding the means by which a visitor attends the Event, the Entry Conditions as set out below apply to **all visitors** attending the Event.
4. The Terms relating to Tickets shall apply as set out below (save as may be varied by any Ticketing Terms and Conditions (if applicable, and as defined below)).
5. Furthermore, on entry to the Event you agree to accept and abide by any venue rules of Brooklyn Bridge Park and any other regulations provided on entry to the Site.
6. **Admission into the Event is at all times subject to these Terms and the terms, conditions and rules of Brooklyn Bridge Park and any applicable law, rules, and/or regulations (whether federal, state, city, or local). If you breach any of these Terms and/or any such terms, conditions, rules, laws, and/or regulations then we may refuse admission or require you and/or other ticket holders to leave the Site.**
7. We respect your Personal Data and shall deal with it in accordance with our Privacy Policy and any applicable data legislation in place from time to time. Please see our [Privacy Policy](#) for further details.

“ENTRY CONDITIONS”

Event Tickets and Admission

8. A valid entry ticket to the Event (“Event Ticket”) entitles the holder to attend the Event on the date and at the times stated on the Event Ticket. There shall be no admittance to the Event without a valid Event Ticket. You must retain you Entry Ticket on your person at all times during the Event.
9. All attendees of the Event agree to be bound by these Terms, those as detailed on any Ticket (as applicable), any Ticketing Terms and Conditions (below as applicable), and such other terms as are drawn to the attention of visitors by IMG.

10. It is the Event Ticket holder's responsibility to check his or her Event Ticket(s), as mistakes cannot always be rectified and IMG shall not be responsible for any incorrect Event Tickets.
11. We would advise all attendees arrive 40 mins prior to their sessions start time.
12. Event Tickets may not be used as prizes in competitions, "give-aways" or a lottery without the prior written consent of IMG in its sole discretion.
13. **Event Tickets must not be resold, exchanged, transferred, altered or defaced.** Any such action shall render the Event Ticket(s) void (and any individual with such an Event Ticket may be refused entry or removed from the Event in IMG's sole discretion).
14. On entry to the Event all visitors agree to accept and abide by any Site rules (as may be updated from time to time) and any other regulations from time to time provided on entry to the Site.
15. You must produce a valid ticket to gain entry to Event and you must produce that Ticket for inspection upon request at any time. Failure to produce a Ticket when requested in such circumstances may result in you being removed from the Event. Complimentary Tickets and will be offered to personal assistants for access customers.
16. Tickets are available for purchase online and onsite at the box office and prices may vary between those purchased online and onsite, as onsite prices may be subject to an increase in price.
17. A valid Ticket entitles the holder to attend the Event on the relevant date and at the relevant time(s) as stated on the Ticket. It is your responsibility to check your Ticket(s) and to ascertain the date and the time of your access to the Event. No refunds (or partial refunds) or exchanges will be given for late arrival which results in customers not receiving a full session. Late arrivals will be allowed access at the discretion of the operator.
18. If an error is made in the price of any Tickets ordered by you, you will be notified by us as soon as possible and we will give you the option to either (a) reconfirm your Ticket order at the correct price; or (b) cancel your Ticket and receive a full refund from us.

All Tickets

19. Please read the ticketing agent's conditions carefully which can be found <https://www.universe.com/terms-of-use> ("**Ticket Terms and Conditions**") prior to purchase and raise any queries with the ticketing agent or IMG prior to purchase. Purchase or possession of a Ticket constitutes acceptance of the Ticket Terms and Conditions and these Terms.
20. All Tickets are sold subject to these Terms, the Ticket Terms and Conditions (for Tickets purchased online) any other rules and regulations referred to herein or that may be applicable to the Event or Site at any time. It is your responsibility to check that you and your guests are permitted to attend the Event and have the appropriate Ticket(s). Do

not buy Tickets or goods from unlawful sources. There is no guarantee of Tickets' validity for entry for use unless purchased from the official ticketing website (either online or onsite) for the Event. IMG reserves the right to refused entry to the Event or reject anyone from the same who is found with Tickets obtained in breach of either the Terms or the Ticket Terms and Conditions. IMG reserves the right to not accept and destroy any Tickets that are found to be in breach of the Terms.

21. **Ticket sales are final. Unless otherwise stated herein (or in any Ticket Terms and Conditions), Tickets will not be cancelled, refunded or exchanged once you have purchased a Ticket other than as set out in these Terms.**
22. **Without prejudice to the Refund Terms (below) and any Ticket Terms and Conditions (if applicable), Tickets are non-transferable and must not be sold, offered for sale, made available, transferred or otherwise disposed of, save as set out herein, and we reserve the right to cancel without refund or compensation any such Tickets. Tickets are issued subject to IMG's right to alter or vary the Event due to events or circumstances beyond its reasonable control without being obliged to refund monies or exchange Tickets.**
23. **Any Ticket offered for sale, sold, transferred, used or disposed of in breach of clause 22, may be cancelled and any person(s) seeking to use the Ticket(s)) may be refused admission to or be evicted from the Event.**
24. **IMG will not be responsible for any lost or stolen Tickets.**
25. **Tickets are issued subject to, and these Terms incorporate, the rules and regulations of Brooklyn Bridge Park, and shall remain the property of IMG who hereby reserves the right to recall any Ticket at any time.**
26. **IMG reserves the rights to refuse admission to the Event to anyone who does not have a valid Event Ticket (including those which appear to be counterfeit or which have been altered and/or defaced).**
27. We are not responsible or liable for any Tickets that are lost or stolen, and to amend or deface any Ticket will render it void.
28. A child Ticket is for those 12 years and under. No child aged 12 or under (a "child") will be admitted to the Event unless they are accompanied by a person aged 18 years or over (a "responsible person") and such child or children whilst at the Event must remain accompanied and under the supervision of such responsible person at all times, including on the ice. Anyone aged between 13-18 must be accompanied by a responsible person whilst at the event, including on entry. IMG reserves the right to determine the ratio of responsible persons in relation to children required for adequate supervision.
29. Tickets may not be used for any advertising, competitions, contests, sweepstakes, promotions, or used, sold or given away in conjunction with other products or services (e.g. as part of a travel or hospitality package) without the express written permission of IMG in advance. Failure to comply with the foregoing may result in the cancellation of the Ticket without any refund or compensation and/or the Ticket holder being refused entry or removed from the Event.

Ticket Refunds and Cancellation

30. Your purchase of Tickets is subject to our right without prior notice and without refund or compensation (save as set out in clauses 31-35) to close or change the Event's operating hours.
31. IMG in its absolute discretion reserves the right at any time to close all or any part of the Event, or to restrict the number of persons having access to the Event, due to capacity, inclement weather, or special events to ensure safety, security and/or order, or if IMG reasonably considers the circumstances so require. In either case, you may be entitled to a refund in accordance with clauses 32 and 33 below.
32. If the Event (including any day or session) is cancelled/closed in its entirety for any reason, we will use our reasonable endeavours to notify Ticket holders as soon as possible (including notifying you of the details of any re-scheduled dates and operating hours the Event will be open). If you have already purchased a Ticket for the Event you will either (a) be entitled to an automatic refund or (b) reconfirm your Tickets for another date and time without incurring any extra fees.
33. You are solely responsible for any travel and accommodation arrangements for the Event. Neither IMG (or its affiliates, contractors, employees or agents) nor its business partner, BSEE (or its affiliates, contractors, employees, or agents), shall be liable for loss or damage of any kind whether direct or consequential, including but not limited to travel or accommodation expenses from postponement, cancellation, abandonment or curtailment of the Event and you hereby waive all rights of whatsoever nature against IMG, BSEE and/or BBPC, and each of their respective employees, agents, independent contractors or representatives arising from cancellation, abandonment or curtailment of the Event.

Tickets from third party agents

34. These Terms shall apply in their entirety save as varied by any Ticket Terms and Conditions (including, without limitation, in relation to refunds and/or cancellation.)
35. Under no circumstances shall IMG, BSEE or BBPC be responsible or liable for any mistakes to/ or losses for any Tickets purchased through an authorized agent. Please refer directly to the ticket agent where you purchased your Tickets with any ticketing issues or enquiries, including in relation to any refunds/exchange.
36. Any Tickets bought from unauthorized agents or third parties are not valid and admission/use will not be permitted.

Event Security and Prohibited Items

37. The safety and comfort of all visitors is a priority. The Event has a robust security management plan. If you see something suspicious, or something that does not feel right, please report it to a member of our security team.
38. We strongly advise not bringing large bags or luggage to event as we may not be able accommodate these. We advise only bringing a handbag or small backpack. We ask all guests to be vigilant and not to leave bags and belongings unattended at any time. Any unattended item may be disposed of in line with our security protocols.
39. Please contact a steward immediately if you have any concerns or problems at the Event. It may not be possible to resolve unreported issues after the Event.
40. **Prohibited Items.** The following articles **MUST NOT** be brought into the Event:
 - a. Weapons of any kind (or any article that might be used as a weapon and/or compromise public safety), including guns, mace, pepper spray, knives, sharp objects, bats, clubs, tasers, etc.
 - b. Work tools
 - c. Fireworks, missile-like objects, and any other form of projectiles
 - d. Smoke canisters
 - e. Air-horns, noisemakers, bells, bull horns, whistles, etc.
 - f. Spray Cans (including aerosols)
 - g. Chinese Lanterns
 - h. Handheld Communication Devices (such as radios)
 - i. Skateboards, Scooters, or Bikes
 - j. Flares, fire starters, lighters
 - k. Dangerous or hazardous items
 - l. Laser devices
 - m. Bottles/ glass vessels/ cans- even if wrapped up as a present for a later time
 - n. Your own alcohol – even if wrapped up as a present for a later time
 - o. CS Gas Poles
 - p. Drones, selfie sticks; and/or professional filming/photography equipment
 - q. Open bottles of drink/liquid (unopened and sealed bottles of water will be accepted, as will empty reusable cups and bottles)
 - r. Illegal drugs and/or Drug Paraphernalia
 - s. Nitrous Oxide
 - t. Chairs/Stools
 - u. Banners/Flags
 - v. Signs, posters, or garments with offensive language, phrasing, or symbols
 - w. Balloons, beach balls, and other inflatables
 - x. Unapproved pamphlets, handouts, etc.
 - y. Pets and other service animals
 - z. Skateboards, bikes, and rollerblades
 - aa. Unauthorized professional photography equipment. Equipment considered to be professional will be permitted at the discretion of the security, and any other items which we consider to be unsafe or pose a risk to public safety and/or security

bb. any other items which we consider to be unsafe or pose a risk to public safety and/or security.

41. Any person in possession of any item set out at clause 39 (above) will be refused entry to the Event or will have such items confiscated and destroyed. Any article that might be used as a weapon, be deemed to be offensive or abusive, or compromise public safety, will be confiscated and/or reported to the police.
42. In order to facilitate the security, safety and comfort of all patrons, IMG and Brooklyn Bridge Park reserve the right in their reasonable discretion to conduct security searches of persons, clothing, bags and all other items on entry and exit to the Event and/or an attraction or ride, to confiscate items which may cause danger or disruption to the Event or other patrons or are in breach of these Terms and/or to refuse admission.
43. Use of illegal substances strictly prohibited at the Event.
44. Visitors may be refused admission or ejected from the Event and the Site if, in the opinion of IMG and/or BBPC, the visitor is a risk to the safety of any patron and/or may affect the enjoyment of other patrons and/or the running of the Event or may cause damage, nuisance or injury. Examples include being (or appearing to be) drunk, incapable, intoxicated or under the influence of illegal drugs, under-age (where relevant), abusive, threatening, behaving anti-socially, carrying offensive weapons or illegal substances, committing a criminal offence, declining to be searched or are in breach of any of these Terms or the terms and conditions of BBPC. IMG reserves the right to refuse entry or evict all members of any group of persons where that group is behaving in accordance with the forgoing.
45. Commercial, promotional and trading activities are not permitted at the Event without express prior written permission of IMG. Please note that the IMG will charge a fee for any commercial activity (including filming, photography and recording as per below) at the Event.
46. In the event of an emergency, visitors must follow instructions and directions from stewards, staff and other officials.

Photography and Filming

47. Please note that CCTV and film cameras may be present within Brooklyn Bridge Park and at the Event. By entering the Event and/or purchasing Tickets and attending the Event), Ticket holders and attendees consent to being photographed, filmed and/or recorded, and consent to the image or recording of them (including any images or recordings taken by them within the Event) being used in distribution (commercial or otherwise) in perpetuity without any payment. All sound and moving or still picture rights including, without limitation, on the internet, vest with BBPC (or by any third party as may be engaged by BBPC, including but not limited to IMG for promotional or other related purposes).

48. Photography and filming while on site is only allowed for the personal, non-profit making use of amateurs. Commercial or editorial photography is prohibited without prior permission from IMG and/or BBPC. Accreditation must be requested from our press office in advance. Amateur photography groups must also request accreditation in advance of arriving on site.
49. A person may be denied entry to or removed from the Event if they are found in possession of any equipment capable of taking photographs, making films, sound recordings or broadcasts; or if he or she takes any photograph, makes a film, sound recording or broadcast of anything occurring inside the Event for commercial gain (unless approved in accordance with clause 47).
50. A person may enter the Event with equipment referred to in clause 48 above where it is integrated into electronic communications apparatus designed for personal private use (such as a mobile telephone) and/or a personal stills camera, but the person may still be removed in accordance with clause 48 above if they attempt to use this device for commercial gain.

Alcohol

51. When purchasing alcohol at the Event, you may be asked for valid identification that you are aged 21 or over. If you attend a special event, where alcohol is served you may be asked to provide proof of age on arrival at the Event.
52. Alcohol is not permitted to be taken into the Event and any alcoholic drinks purchased on site must be consumed before leaving. Bag searches will be in operation.
53. IMG reserves the right to refuse alcohol to any attendee who, in IMG's or any Event staff's absolute discretion, is unreasonably intoxicated and/or is behaving in an unacceptable manner.
54. Climbing or standing upon tables, chair, benches, fences, barriers, trees, shrubbery, walls, safety fences, rock arrangements, ride structures, exhibits, buildings or anything similar is strictly prohibited.

Ice Skating

55. Smoking, eating and drinking are prohibited on the ice rink located at the Event venue ("Ice Rink") for health and safety reasons.
56. **The use of photographic and recording equipment or mobile phones is prohibited on the Ice Rink for health and safety reasons.**
57. The ticket holder has a right only to a session of the value corresponding to that stated on the ticket.
58. Each session is normally 50 minutes long. Ticket holders will not be permitted to continue skating once their allocated session is over. IMG has the right to cancel or end a session at any time for health and safety reasons.

59. All patrons skate at their own risk and IMG, BSEE, and BPPC shall not be liable for any harm, loss or damage suffered by any patron other than death or personal injury arising directly from patron's participation at the Event.
60. Participating in ice skating carries an inherent risk and is undertaken at the skater's own risk. Anyone with any medical conditions, serious previous injuries, recently broken bones, knee or joint problems, head injuries, pregnancy, mobility problems, or taking prescribed drugs, should carefully consider whether it is safe for them to participate without endangering themselves or others whilst ice skating.
61. With the exception of small soft backpacks and/or handbags, all bags shall be prohibited on the Ice Rink for health and safety reasons.
62. Skaters must follow the instructions of the Ice Rink employees at all times.
63. The Event manager reserves the right to remove those deemed a risk to the safety of others.
64. Please bring suitable outdoor clothing as the ice skating is outdoors and the Ice Rink operates in all weather conditions. No refunds will be given due to inclement weather.

General

65. The Event is an outdoor winter event and visitors are advised to wear appropriate clothing and footwear at all times.
66. You must wear suitable skate wear whilst on the ice.
67. You must comply with any and all instructions given to you by IMG and/or all Event stewards and staff and with all site/venue regulations. IMG reserves the right to restrict access to parts of the site/venue.
68. Entry to the Event is entirely at your own risk and IMG, BSEE, and BBPC will not be liable for any distress, inconvenience or anxiety caused during the course of your visit.
69. Each visitor is responsible for his/her own personal property brought into the site.
70. You agree that none of IMG, BSEE, or BBPC will be liable for any loss, injury or damage to any person (including yourself) or property however caused (including by IMG, BBPC or any Event staff): (a) in any circumstances where there is no breach of a legal duty of care owed by IMG and/or BBPC; (b) in circumstances where such loss or damage is not a reasonably foreseeable result of any such breach (save for death or personal injury resulting from IMG's, BBPC's, or either of their respective employees' or agents' negligence); or (c) to the extent that any increase in any loss or damage results from breach by you of any of the Terms.
71. Nothing in these Terms seeks to exclude IMG or BBPC liability for death or personal injury caused by their respective negligence, fraud or other type of liability which cannot be excluded or limited by law (including without limitation fraud or fraudulent misrepresentation).
72. To the fullest extent permissible in law, IMG shall be entitled to assign all and any of its rights and obligations under the Terms, provided that your rights are not adversely affected.

73. If any provision of the Terms is found to be invalid or unenforceable by a court, the invalid or unenforceable provision shall be severed or amended in such a manner as to render the rest of the provision(s) and remainder of the Terms valid or enforceable.
74. If IMG, BSEE or BBPC delays or fails to enforce any of the Terms it shall not mean that such party has waived its right to do so.
75. Any person, other than BSEE and BBPC who are not a party to the Terms, shall have no rights to enforce any term of the Terms.
76. Nothing in the Terms and no action taken by you or IMG under the Terms shall create, or be deemed to create, a partnership, joint venture or establish a relationship of principal and agent or any other fiduciary relationship between you and IMG.
77. You and IMG both agree that it has not entered into the Terms in reliance of, and shall have no remedy in respect of, any statement, representation, covenant, warranty, undertaking or indemnity by any person other than as expressly set out in the Terms. Nothing in this clause shall operate to limit or exclude any liability for fraud.
78. The Terms do not and shall not affect your statutory rights as a consumer.
79. For the purposes of the Conditions, "Force Majeure" means any cause beyond IMG's and/or BBPC's control including, without limitation, act of God, war, insurrection, riot, civil disturbances, acts of terrorism, fire, explosion, flood, subsidence, lightning, earthquake or other natural disaster, weather of exceptional severity, epidemic, pandemic, disease, royal mourning, national mourning, theft of essential equipment, malicious damage, strike, lock out, third party injunction, national defence requirements, acts or regulations of national or local governments. Neither IMG nor BBPC will be liable to you for failure to perform any obligation under these or any other Conditions to the extent that the failure is caused by Force Majeure.
80. IMG reserves the right to change these Terms from time to time.
81. The Terms (including the Ticket Terms and Conditions and any other applicable terms and conditions from BBPC) constitute the entire agreement between the parties in connection to the subject matter of the Terms and supersede any previous terms and conditions, agreement or arrangement between you and the IMG relating to the subject matter of the Terms. However, nothing in the Terms shall purport to exclude liability for fraud or fraudulent misrepresentation. The Terms cannot be varied or amended in any respect (unless agreed between you and IMG in writing).
82. These Terms shall be governed by the law of the State of New York without regard to choice of law principles, and is intended to be as broad and inclusive as permitted by the laws of New York, and the parties agree to submit to the jurisdiction of the courts in connection herewith. If any provision of these Terms is not valid or cannot be enforced as written, the provision shall be revised by the applicable court to the extent necessary to make such provision enforceable and consistent with the parties' intentions (and, if it cannot be made enforceable and consistent with the parties' intentions, stricken) and the remaining provisions hereof shall continue in full legal force and effect.

83. IMG has its principle place of business at 11 Madison Ave, 18th Floor, New York, NY 10010. You can also contact us by sending an email to inquiries@endeavorco.com.