

## **FORCE MAJEURE**

In this clause, the term **Event of Force Majeure** means any act, event or cause not reasonably within the control of the parties and which, by the exercise of reasonable diligence, the parties are unable to prevent or overcome including, but not limited to, acts of God, strikes, lockouts and other industrial disturbances, acts of the public enemy, acts of terror, sabotage, wars, blockades, military action, insurrections or riots, public health pandemics and/or epidemics (including, but not limited to, due to coronavirus), lockdowns ordered by the government or any governmental authority as a result of any public health pandemics and/or epidemics (including, but not limited to, due to COVID-19), landslides, subsidence, lightning, earthquakes, fires, storms or storm warning, crevasses, floods or washouts, civil disturbances, explosions, inability of any party to obtain necessary materials, supplies, rights of way or permits after the exercise of reasonable diligence or any action or restraint by any government authority (so long as the party claiming relief has not applied for or assisted in the application for, and has opposed where and to the extent reasonable, such action or restraint, and as long as such action or restraint is not the result of a failure by the claiming party to comply with the applicable law).

- a) Notwithstanding anything to the contrary in this contract:  
Neither party shall be liable for any default, failure or delay in performance of any of its obligations under this contract if and to the extent that such default, failure or delay is caused, either directly or indirectly, by an Event of Force Majeure, and without the fault or negligence of the party so who has so defaulted, failed or delayed.
- b) In the event that an Event of Force Majeure occurs:
  - i. All Amounts Paid which you have paid to Monica Scardigno Beauty are non-refundable.
  - ii. You may re-book your event (including but not limited to bodybuilding competition) with Monica Scardigno Beauty on a mutually agreed date that is within twelve (12) months of the date of the Non-Proceeding Event (**Re-booked Event**). Both you and Monica Scardigno Beauty agree to negotiate in good faith for the purpose of arranging a mutually acceptable new date and price for your Event.
  - iii. 100% of any Amounts Paid which you have paid to Monica Scardigno Beauty will be credited to the applicable costs of the Re-Booked event that are payable to Monica Scardigno Beauty.