

EXHIBIT B
Criteria for Official Burning Man Regional Events

Producers of all local or regional events must obtain prior written permission from Burning Man Project (“Burning Man”) to use Burning Man’s protected terms or other intellectual property and to have the event classified or referred to as an “Official Burning Man Regional Event.” Obtaining such permission requires the local or regional event and its producer(s) to meet certain criteria and enter into a Regional Event Use Agreement with Burning Man. The rules and criteria below apply to all Official Burning Man Regional Events. They exist to protect the Burning Man community and to ensure that Burning Man remains in compliance with its obligations as a nonprofit and tax-exempt organization.

Use of Names and Marks:

There is a family of names and marks that originated with the Burning Man event that have been licensed for use and sublicense by Burning Man and that Burning Man protects (the “Names and Marks”), including, but not limited to:

- The Burning Man symbol
- “Burning Man”
- “Black Rock City”
- “Decompression” and “Decom”
- “Precompression” and “Precom”
- “Burnal Equinox”
- “Flambe Lounge”
- “Black Rock Rangers”

Burning Man protects the Names and Marks to preserve them for use by Burning Man and its authorized network. These terms have become synonymous with official affiliation with Burning Man’s community, and it is important to ensure their use is in line with our shared principles.

Please contact Burning Man to obtain written permission for use of any of these terms.

Many other terms originated with Burning Man and are closely associated with our culture’s community gatherings. We ask that you please also be sensitive about the use of any of these terms, including:

- Regional Burn
- Fire Conclave
- Center Camp Café
- Playa Info

Criteria for Official Burning Man Regional Event Status:

- If you would like to host an Official Burning Man Regional Event, you will need to first enter into a Regional Event Use Agreement with Burning Man, which helps ensure that your event complies with the criteria below, Burning Man’s Ten Principles, and other guidelines. The Regional Event Use Agreement must be executed before you can use the

Names and Marks or other intellectual property that Burning Man owns, controls, or is licensed to use, and before your event can be referred to as an “Official Burning Man Regional Event.” Burning Man retains sole discretion to determine whether to grant an event the status of an Official Burning Man Regional Event.

- The event should aim to involve and benefit the entire community, rather than just one or two theme camps/entities. Subject to limitations based on capacity restrictions, ticket prices, and other reasonable constraints and considerations, the event should be open to all, and everyone should be welcome to participate in creating the event and expressing themselves at it—provided such participation is not in conflict with the Ten Principles, the terms of the Regional Event Use Agreement, or any applicable laws or regulations.
- The event should seek to provide a forum for artistic expression of the widest range possible. Not simply music, for example, but all kinds of creative expression should be welcome. Burning Man also encourages including first-time artists and performers in the event.
- The event—including its planning, organizing, marketing, promotion, and operation—must adhere to the Ten Principles of Burning Man.
 - See <http://burningman.org/culture/philosophical-center/10-principles/>.
- The producer of the event must obtain and comply with all necessary permits and licenses (e.g., occupancy, fire, sound, etc.) and comply with all applicable laws and regulations in producing the event.
- The producer of the event must obtain appropriate insurance coverage for the event, and name “Black Rock City LLC” and “Burning Man Project” as additional insured parties. The address for both entities for such purpose is: 660 Alabama Street – 4th Floor, San Francisco, CA 94110. While insurance coverage is required for all Official Burning Man Regional Events, Burning Man may waive the requirement that Burning Man Project and Black Rock City LLC be named as additional insured parties when compliance with this requirement is not possible or practical.
- The producer of the event must ensure that the event will have appropriate safety, medical, security, and fire safety plans and procedures in place.
- As the producer, you understand that neither Burning Man nor Black Rock City LLC has agreed to or will manage or supervise your event, and that you are responsible for any claim, loss, cost, expense, damage, or other liability arising out of or in connection with the event. Neither Burning Man nor Black Rock City LLC accepts any liability in connection with the event.
- The producer of the event may issue tickets and charge an admission fee for the event. Should tickets be issued for the event, they must contain a statement indicating that neither Burning Man nor Black Rock City LLC is a producer or organizer of the event, and Burning Man Black Rock City LLC accept no liability arising out of or in connection with the event. If charging for admission to the event, all accounting related to the event must be transparent (*i.e.*, the financials related to the event must be reported to the community, with results either being tracked in real time online or posted publicly within 30 days of the conclusion of the event or by the end of the producer’s financial accounting period) and in accordance with applicable local and national tax laws and accounting standards. The producer of the event must also provide by email to regionals@burningman.org and officialevents@burningman.org, within 30 days of the conclusion of the event or by the end of the producer’s financial reporting period, a financial report in accordance with the generally accepted accounting principles of the country in which the event is held. The report must also include the following

information: (1) the name and a summary description of the event; (2) the number of participants; (3) the total amount of revenues from the event (ticket sales, etc.); (4) the total cost of producing the event; (5) the amount of net revenues (if any); and (6) how any net revenues were or will be utilized.

- As the producer, you agree not to use the event to generate revenues or profits to be distributed to yourself, any entity associated with you, or any other individual, and no revenues or profits from the event may be so distributed. You must use all net revenues from the event to produce another Official Burning Man Regional Event, if such an event is authorized in writing by Burning Man, or to otherwise uphold and manifest the values described in Burning Man's Ten Principles through art and culture, education, civic engagement, and human services.
- Burning Man encourages the producer to donate a portion of the event's net revenues, if applicable, to Burning Man to help fund the Regional Network. Donations may also be made to Burning Man in support of its other programs, including the Global Art Grants Program, or to affiliated entities. To make a contribution, which may be tax-deductible to the extent permitted under the law:
 - Donate online at <https://donate.burningman.org>. If you wish to earmark your donation to a specific Burning Man program, such as "Regional Network" or "Burning Man Arts," please email fundraising@burningman.org following your donation.
 - Donate by check made out to "Burning Man Project" and mailed to 660 Alabama Street, 4th Floor, San Francisco, CA 94110. If you wish to earmark your donation to a specific program, please specify in the Memo field.
- After the event is over, please email officialevents@burningman.org and regionals@burningman.org a link to any event wrap-up posts. This will inform Burning Man that the event has been completed and will allow Burning Man to learn what is working in different regions and how to better support event producers. You are also encouraged to share your posts with other members of the Burning Man Regional Network at regionals-list@burningman.com.

A few examples of events that do not qualify as Official Burning Man Regional Events:

- A theme camp or two getting together to throw an event sponsored by their camps.
- An event that does not involve a Regional Contact and does not have Burning Man's written approval.
- An event that is not properly permitted or insured.
- An event that is more appropriately classified as a "party" than as a "community gathering," "interactive art event," "artists showcase," or "celebration of our community values."

Producers of Official Burning Man Regional Events agree to be radically self-reliant and understand that their actions may affect the perception of the entire Burning Man community. Burning Man wishes you well in having safe, wonderful, and successful events. Thanks so much!