

## **THE ARTS CAMPUS AT WILLITS TICKET TERMS AND CONDITIONS**

1. Tickets are personal licenses revocable at the sole discretion of The Arts Campus at Willits (“TACAW”), subject to any applicable law to the contrary, with or without cause, including without limitation, for improper conduct by any person, company or other purchaser of Tickets (“Purchaser” or “you”) or by your guests or other holders of any Tickets, non-usage or otherwise, as determined by TACAW in its sole discretion.
2. Upon receipt of tickets (“Tickets”), risk of loss or theft of Tickets shall pass to the Purchaser. TACAW shall not be obligated to admit Purchaser or any guest or other holder of any Ticket to events unless the applicable Ticket is presented at such time. TACAW and the Presenters and Producers of events are not responsible for counterfeit or other unauthorized tickets that you or others may purchase from unauthorized third parties selling or reselling purported Tickets to the venue, and such tickets will not be honored by TACAW.
3. For most events, you will be sent an electronic Ticket or a mobile device ticket, or will have an opportunity to pick up your Ticket at a TACAW box office Will Call window. For Will Call, we recommend that you arrive at least thirty (30) minutes in advance of the event performance time to ensure you have adequate time. Please also bring a picture identification in order to pick up your tickets. To be admitted to the performance, you will be required to print your e-Ticket and bring it to the performance for entry, present a Ticket you have been given by the box office, or in the case of a mobile device Ticket, you will need to show a bar code on your mobile device for scanning to be admitted. For some events, the box office or another TACAW representative may give you wristband to present for admission to the performance.
4. By using or registering for services on TACAW’s website or purchasing or using Tickets purchased from TACAW or any of its ticketing agents, you agree to be legally bound and abide by the terms, conditions, and notices set forth or referenced herein (“Ticket Terms and Conditions”). Your continued use of the TACAW website or purchase of Tickets following the posting of any changes to these Ticket Terms and Conditions constitutes acceptance of those changes. You represent that you have read and agree to be bound by these Ticket Terms and Conditions.
5. Should TACAW or the event’s producer (“Producer”) or presenter (“Presenter”) or the TACAW venue (the “Theater”) cancel, without replacing, any scheduled event, a pro-rated refund of the face amount on the Ticket may be provided to the Purchaser’s method of payment, provided that we have the Ticket in hand. Any such refund will be in the amount of the Ticket price plus any applicable facility fee and service fee. Any delivery fees for the Tickets will not be refunded in the event of a cancelled performance. If the Tickets were to be left at the TACAW box office for you to pick them up, we will process the refund without action by you. **IF TICKETS HAVE BEEN SHIPPED TO YOU, IT IS YOUR RESPONSIBILITY TO RETURN THEM TO TACAW BEFORE ANY REFUND CAN BE ISSUED.** TACAW is not responsible for the shipping cost

you may incur to return Tickets to us for a cancelled event. Other than for Tickets left at the TACAW box office for your pick-up, TACAW or its ticket-selling agent may issue a notice to Ticket holders of the cancelled event that may include the time frame within which the Tickets must be received in order for you to receive a refund. Tickets are otherwise not refundable, except at TACAW's sole discretion.

6. Subject to applicable law and rules of the Theater, smoking, vaping, using cell phones during the performance, disorderly or disruptive conduct in the Theater, and any recording or photographing of the performance is strictly prohibited. Outside food and beverage, weapons, animals (with the exception of service animals), signs/flags/banners, any item or action deemed to be disruptive, inappropriate or dangerous by Theater staff, unauthorized commercial activity or leafletting/solicitation, illegal drugs and other contraband are not permitted inside the Theater premises. Exceptions will be made for certain types of items for those with disabilities, medical requirements and/or special needs. TACAW encourages guests with specific/special dietary needs due to disabilities, medical conditions or special needs to contact the Theater prior to attending an event to arrange for reasonable accommodations. Each Ticket holder consents to a reasonable search for prohibited items. Violators of these Ticket Terms and Conditions may be required to leave the Theater without any refund, and Purchaser may be subject to revocation of its/his/her purchaser status and Tickets. Failure to leave the venue when asked to do so, or other violation of these Ticket Terms and Conditions, may constitute trespass or violation of other local ordinances resulting in possible arrest and prosecution. Guests who consume alcohol must do so in a legal and responsible manner. Visibly and obviously intoxicated guests are subject to ejection from the event. Ticket holders arriving after a show performance begins are subject to the event Producer's or Presenter's and the Theater's late seating policies, and seating may be delayed and is at the discretion of management. No refunds for late arrivals.
7. COVID-19 related, or other health protocols may be in effect at the time of the performance, including, without limitation, required: mask or face coverings, temperature checks, testing, confirmation of prior travel to restricted areas and/or confirmation of no known symptoms of and exposure to COVID-19. The Theater, TACAW, or The event Producer or Promoter may unilaterally make changes to health protocols according to updated public health guidance and law. All Ticket holders will comply with any COVID-19 related health protocol that may be required; a Ticket holder's failure to do so will entitle TACAW to mandate that the Ticket holder leave the venue. All Ticket holders assume all risks and dangers arising from or relating in any way to the risk of contracting COVID-19 or any other communicable disease or illness, or a bacteria, virus or other pathogen capable of causing a communicable disease or illness while at the Theater whether occurring before, during, or after the event, and they voluntarily waive all claims and potential claims against TACAW, the Theater, the Promoter, the Presenter and their respective parents, affiliates, subsidiaries, sponsors, successors and assigns.

8. Some events may contain profanity and/or explicit content intended for mature audiences. While TACA W and the event Producer or Presenter may issue a disclaimer, Purchasers, guests and Ticket holders are responsible for determining whether show content is appropriate for them and their guests (by reading reviews, summaries, etc.). No refunds will be granted due to profanity and/or explicit content.
9. While TACA W, the Theater and each event's Producer and Presenter are committed to bringing quality entertainment to the Theater, they shall not be responsible for sound quality issues or other technical difficulties possible with live entertainment events, or fire alarms or similar unavoidable events not within their reasonable control.
10. Allocation of seats is made from, and is subject to, available seat locations as determined by TACA W, in its sole discretion. Seating may be subject to relocation for a particular performance if required by reason of production requirements, limited or obstructed views or other reasons (e.g., outdoor events may be moved indoors due to inclement weather, etc.). In such cases, Purchasers or ticket holders will be contacted when feasible to be relocated to the best available seating. No refunds will be given if a location needs to be relocated and comparable seats are available.
11. The holder of a Ticket to a performance assumes all risks and danger of personal injury or property damage arising from or related to the event. The Ticket holder agrees TACA W, the Theater, the event's Producer and/or Presenter and their affiliates, subsidiaries, sponsors, successors and assigns and their respective officers, employees, contractors and agents are expressly released by the Ticket holder and Purchaser from such claims.
12. You agree that you will not attempt to evade, avoid, or circumvent any refund prohibitions in any manner with regard to Tickets. Without limiting the foregoing, you will not contact TACA W or the Theater to seek a refund or exchange when that is prohibited hereunder or by the rules or policies of TACA W, the Theater, the event, Presenter or Producer, and you will not dispute or otherwise seek a "chargeback" on the credit card you used to purchase Tickets. Should you do so, your Tickets may be canceled, and TACA W may, in its sole discretion, refuse to honor pending and future Ticket purchases made from all credit card accounts or online accounts on which such chargebacks have been made, and may prohibit future Ticket purchases by any person who accesses or uses any associated online account or credit card (including any person whose name is listed thereon) or who otherwise breaches this provision. Returned or dishonored checks may be subject to a processing charge.
13. Subject to TACA W's Privacy Policy, TACA W, the Theater, the Presenter or Producer may use your e-mail address, street address and/or telephone number to contact you about your Tickets and to provide you with information and special offers we think you will find to be valuable and important information regarding your ticketed performances. TACA W and its associated business units will not use, sell or rent your personal e-mail address, street address and/or telephone number information to any third party, except as permitted by applicable law and TACA W's Privacy Policy. As a Purchaser, you agree to the use of your phone

number when needed to update you regarding your ticketed performance (by either a real person or automated feature). If you wish to opt out of receiving such calls, please call us or send a written request to [info@TACAW.org](mailto:info@TACAW.org) in accordance with such Privacy Policy.

14. The actual Tickets you receive reflect the face value of the Ticket and any facility fees. Any applicable processing fees, mailing fees, service charges and/or applicable taxes may not be broken out on the Tickets, which means the prices on the Tickets may not add up to the total paid on your payment invoice or other purchase confirmation.
15. In planning a performance, care is taken to avoid scheduling conflicts or changes of any kind. However, dates, schedules and artists are subject to change without notice. All sales are final. No refunds, except as expressly stated herein.
16. All Tickets are subject to these Ticket Terms and Conditions and to other terms and conditions contained in materials otherwise advertised, posted or provided to you via courier, USPS or electronic mail (“Materials”). TACAW does not support the reselling of Tickets in excess of their face value through any means other than through authorized reselling programs of TACAW. Doing so will constitute a breach of these Ticket Terms and Conditions, and Purchasers who violate this rule may be subject to revocation of their purchaser status and Tickets. The Theater, TACAW and the event Presenter and Producer are not responsible for counterfeit tickets that Purchaser or others may purchase from unauthorized third parties reselling Tickets (e.g., if a lost ticket voucher is issued to replace a lost Ticket, the Ticket may be voided and will not be honored).
17. TACAW, the event Producer and Presenter and the Theater, at their sole discretion, shall be entitled to implement a Ticket purchase limit per person or Purchaser, per credit card or otherwise (and either per performance or for the entire event engagement). In the event that a Purchaser purchases more than the specified limit, then TACAW, the Producer, the Presenter and/or the Theater, each in its sole discretion, reserves the right (with or without notice) to revoke Tickets and issue refunds for inadvertent or other sales in excess of the designated limit.
18. Children under the age of twelve are encouraged to attend only family friendly events. Everyone entering the Theater must have a ticket regardless of age. For the comfort and enjoyment of all attendees, children who are disruptive to other patrons will be asked to leave the seating area. Infants may not be allowed to attend performances. All sales final, no refunds.
19. Accessible Seating Tickets: TACAW strives to make it easy to purchase accessible seating Tickets for all productions. To purchase, visit us online or call a representative at the telephone number listed on our marketing Materials or elsewhere and we will be happy to assist. Accessible seating areas are solely for people with disabilities and their companions.
20. These Ticket Terms and Conditions require that all disputes, claims or controversies arising from or related to your Tickets, or between you and TACAW, the Presenter, the Producer or the Theater regarding such matters, shall be submitted by us to mediation and if the matter cannot be resolved through mediation, it shall be submitted for binding arbitration. Unless the parties agree

otherwise, any mediation and/or arbitration shall take place in the State of Colorado, Eagle County and shall be administered by and pursuant to the rules of the American Arbitration Association (“AAA”). Disputes shall be arbitrated on an individual basis. There shall be no right or authority for any claims or disputes to be arbitrated or litigated on a class action basis or in a purported representative capacity on behalf of the general public or other persons similarly situated. No arbitration award or decision shall be given preclusive effect as to the issues or claims in any dispute with anyone not a party to that arbitration. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend any rights arising by reason of your Ticket purchase (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury, and you specifically waive any right to be a member of a class action lawsuit for any claim, dispute or controversy arising from or related to your Ticket(s) or the applicable event.

21. You agree to indemnify, defend and hold TACAW, its sponsors and affiliates and their respective officers, directors, agents, subsidiaries, partners, employees and third-party service providers (collectively, the "TACAW Parties"), harmless from all claims, demands, liabilities, losses and damages (actual and/or consequential) of every kind and nature, known and unknown, and expenses (including reasonable attorneys' fees and disbursements), arising out of (i) your use of this website or Tickets you purchase, (ii) a breach of your representations or obligations set forth in these Ticket Terms and Conditions or in the Website Terms of Use, (iii) your violation of any law or the rights of a third-party; or (iv) the infringement or misuse by any other user of your account or any information, data, text, software, music, sound, photographs, graphics, video, messages, or other intellectual property of yours on TACAW's Website.
22. No course of dealing, failure or delay by TACAW, the Producer, the Presenter or the Theater in exercising any right or remedy or enforcing any provision under these Ticket Terms and Conditions or any other applicable terms and conditions (collectively, “Applicable Terms and Conditions”) will operate as a waiver of any such (or any other) right, remedy or provision, and no waiver of a breach of any such provision will be considered or constitute a waiver of any succeeding breach of the same or any other provision or a waiver of the provision itself.
23. These Ticket Terms and Conditions are subject to applicable law. If any provision (or portion thereof) contained herein is found by any arbitrator or court of competent jurisdiction to be invalid, illegal or unenforceable, that provision (in whole or in part) shall, to the extent required, be deemed not to form part of these Ticket Terms and Conditions, and the validity, legality and enforceability of the other provisions of these Ticket Terms and Conditions shall not be affected or impaired thereby. If any such provision (or portion thereof) is held invalid or unenforceable with respect to particular circumstances, it shall remain in full force and effect in all other circumstances.