

# **TRUMPED: AN ALTERNATIVE MUSICAL OFF-BROADWAY**

## **KICKSTARTER “COMPLIMENTARY TICKET REWARDS” TERMS AND CONDITIONS**

DECEMBER 2018

It is requested of all potential “BACKERS” (also referred to herein as “YOU” or “THE BACKER”) of the TRUMPED: An Alternative Musical (also referred to herein as “THE SHOW”, “THE PRODUCTION”, or “THE PLAY”) Kickstarter campaign (also referred to herein as “THE CAMPAIGN”) that they take the time to read in full the following terms and conditions which apply to all “COMPLIMENTARY TICKET REWARDS” (also referred to herein as “THE REWARD”) as a reward for backing THE CAMPAIGN.

A BACKER is deemed to signify that they have read, understood and agree to be bound by these terms and conditions in full at the time which they make a “PLEDGE” towards THE CAMPAIGN and select to receive a COMPLIMENTARY TICKET REWARD in return for that PLEDGE, whether the COMPLIMENTARY TICKET REWARD is on its own OR combined with another reward.

### **1 ACCEPTANCE AND CONTRACT**

- 1.1 The production team of TRUMPED: An Alternative Musical Off-Broadway thank you for showing an interest in backing our Kickstarter campaign to bring the show to an Off-Broadway stage in 2019, and we are pleased to be able to offer you the opportunity to be one of the first to watch the show through a COMPLIMENTARY TICKET REWARD.
- 1.2 Under these terms and conditions, when YOU make a PLEDGE towards THE CAMPAIGN and select as your reward a COMPLIMENTARY TICKET REWARD whether the COMPLIMENTARY TICKET REWARD is on its own OR combined with another reward, a legal contract is formed between YOU and Blue Lens Films Limited (also referred to herein as “US”, “WE”, or “THE PRODUCER”). Kickstarter, PBC is not a party to this contract and does not have any jurisdiction or authority to be involved in, or settle, any dispute between parties to this contract. Additionally, Kickstarter, PBC is not responsible for setting these terms and conditions.
- 1.3. Blue Lens Films Limited is a limited liability company registered in England and Wales with company number 09473820 and whose registered office address is 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ, United Kingdom. Blue Lens Films is wholly owned and managed by TRUMPED: An Alternative Musical Off-Broadway writer and lead producer, Ben Fletcher, and is acting on behalf of TRUMPED: An Alternative Musical Off-Broadway producers, Ben Fletcher and Brianna Bennett.
- 1.4. When YOU make a PLEDGE towards OUR CAMPAIGN and select a COMPLIMENTARY TICKET REWARD whether the COMPLIMENTARY TICKET REWARD is on its own OR combined with another reward as YOUR reward for that PLEDGE, subject to YOU meeting the minimum pledge requirement for that reward, and subject to THE CAMPAIGN successfully meeting its funding goal, YOU will be entitled to ONE (unless otherwise clearly stated) COMPLIMENTARY TICKET REWARD in return for YOUR PLEDGE. Should a PLEDGE be cancelled or for whatever reason not be paid to US, regardless of who is at fault, this entitlement shall not stand and any right to a reward will be forfeited by YOU.
- 1.5. A COMPLIMENTARY TICKET REWARD is a digital item and no physical ticket will be sent to you.
- 1.6. A COMPLIMENTARY TICKET REWARD alone does not entitle YOU to watch any performance of THE SHOW. All COMPLIMENTARY TICKET REWARDS are subject to the ALLOCATION PROCESS outlined in these terms and conditions. After a COMPLIMENTARY TICKET REWARD has been allocated to a specific performance and seat, YOU will be entitled to a SHOW TICKET to watch THE SHOW in the allocated seat at the allocated performance. Only a SHOW TICKET will allow admittance into the auditorium at the time of the performance.
- 1.7. Once a COMPLIMENTARY TICKET REWARD has been allocated to a specific performance and seat, an ALLOCATION CONFIRMATION EMAIL will be sent to YOU by US.

- 1.8. No SHOW TICKETS will be sent to YOU prior to the performance. SHOW TICKETS must be collected from the venue box office on the day of the performance. SHOW TICKETS can only be collected by the ORIGINAL BACKER to whom the SHOW TICKET was allocated to on presentation of their original ORIGINAL ALLOCATION CONFIRMATION EMAIL either printed or on screen. YOU may be asked to provide formal identification to prove that YOU are the ORIGINAL BACKER. If these conditions cannot be met by YOU, a SHOW TICKET may be refused and YOUR right to watch THE SHOW will be revoked and forfeited without compensation to YOU.
- 1.8.1. Clause 1.8. shall not apply where prior arrangements are made between YOU and US before YOU PLEDGE. Subject to prior agreement, WE will deliver SHOW TICKETS to YOU if YOUR PLEDGE was made as part of a corporate arrangement and YOUR address is located within MANHATTAN.
- 1.9. In the event that a COMPLIMENTARY TICKET REWARD or SHOW TICKET is transferred to a third party in accordance with these terms and conditions, then clause 1.8. shall not apply and clause 1.10. shall instead apply.
- 1.10. Where a COMPLIMENTARY TICKET REWARD or SHOW TICKET is transferred to a third party in accordance with these terms and conditions, then the SHOW TICKET may only be collected by the NEW HOLDER of that COMPLIMENTARY TICKET REWARD or SHOW TICKET. The NEW HOLDER will only be able to collect the SHOW TICKET on presentation of their reissued ALLOCATION CONFIRMATION EMAIL either printed or on screen. The NEW HOLDER may be asked to provide formal identification to prove that they are the NEW HOLDER. If these conditions cannot be met by the NEW HOLDER, a SHOW TICKET may be refused and the NEW HOLDER'S right to watch THE SHOW will be revoked and forfeited without compensation to YOU or the NEW HOLDER.
- 1.11. In addition to these terms and conditions, YOU also agree to abide by and be bound by, any terms and conditions set out by the venue of the performance and any security measures put in place by the venue or by US. You understand that failure to comply with this clause may result in you being refused entry or removed from the venue, your SHOW TICKET being revoked and forfeited and right to watch THE SHOW will be revoked and forfeited without compensation to YOU.
- 1.12. In addition to these terms and conditions, YOU also agree to abide by and be bound by, any terms and conditions set out by Kickstarter, PBC and any terms and conditions set out by any third party ticketing provider which is used by US.

## **2 JURISDICTION**

- 2.1 These terms and conditions and the contract that is formed by them between YOU and US are governed by the laws of England and Wales and both parties agree to submit to the exclusive jurisdiction of the English Courts, except for where clause 3.1. applies and/or arbitration or similar clauses apply under these terms and conditions.
- 2.2. In the case the terms and conditions of third parties which YOU also agree to abide by, and be bound by, in accordance with clauses 1.11. and 1.12. the jurisdiction of such terms and conditions may vary from the jurisdiction of these terms and conditions. This conflict does not void or affect either set of terms and conditions, nor does it make any unenforceable under the terms set out by each, or law.
- 2.3. All SHOW TICKETS will be issued in the state of NEW YORK. NEW YORK STATE and other relevant US FEDERAL law will apply to all SHOW TICKETS in addition to these terms and conditions. Under NEW YORK STATE law, no ticket may be resold within 500 meters of the venue for the event. Where there is a conflict between these terms and conditions and NEW YORK STATE or US FEDERAL law, the law of NEW YORK STATE shall apply to these conflicts only, with regard to its conflict of laws provisions. In cases of conflict, the courts of the borough of MANHATTAN, NEW YORK, NEW YORK, UNITED STATES OF AMERICA will have sole jurisdiction only for such conflicts.

## **3 TRANSFER OF RIGHTS AND JURISDICTION**

- 3.1. Under these terms and conditions, the rights and responsibilities WE hold under these terms and conditions, and the contract formed by them between YOU and US may be transferred in full to a third party without the agreement of YOU.

- 3.2. It is the intention of THE PRODUCTION TEAM to form a new entity in order to act as the production company of THE SHOW and for this entity to be based within the borough of MANHATTAN, NEW YORK, NEW YORK, UNITED STATES OF AMERICA. At the time of transferring the rights and responsibilities WE hold, if to this new entity, the terms and conditions shall, from that point onwards, be governed by the laws of NEW YORK STATE, with regard to its conflict of laws provisions, and both parties shall from that point onwards submit to the exclusive jurisdiction of the courts of the borough of MANHATTAN, NEW YORK, NEW YORK, UNITED STATES OF AMERICA, except for where arbitration or similar clauses apply under these terms and conditions.
- 3.3. Under these terms and conditions, the rights and responsibilities YOU hold under these terms and conditions, and the contract formed by them between YOU and US may be transferred in part to a third party only if YOUR COMPLIMENTARY TICKET REWARD or SHOW TICKET is transferred to that third party or "NEW HOLDER" in accordance with these terms and conditions.
- 3.4. If a COMPLIMENTARY TICKET REWARD or SHOW TICKET is transferred from YOU to a NEW HOLDER in accordance with these terms and conditions, YOU hereby forfeit all rights to that COMPLIMENTARY TICKET REWARD or SHOW TICKET and YOU take the responsibility to ensure that the NEW BACKER is aware in full and agrees to be bound by these terms and conditions. YOU also indemnify US fully for any loss we may suffer as a result of the NEW HOLDER not acting in accordance with these terms and conditions and/or breaching these terms and conditions.

#### **4 COMPLIMENTARY TICKET REWARD ALLOCATION**

- 4.1. A COMPLIMENTARY TICKET REWARD alone does not entitle YOU to watch any performance of THE SHOW. All COMPLIMENTARY TICKET REWARDS are subject to the ALLOCATION PROCESS outlined in these terms and conditions. After a COMPLIMENTARY TICKET REWARD has been allocated to a specific performance and seat, YOU will be entitled to a SHOW TICKET to watch THE SHOW in the allocated seat at the allocated performance. Only a SHOW TICKET will allow admittance into the auditorium at the time of the performance.
- 4.2. Once a COMPLIMENTARY TICKET REWARD has been allocated to a specific performance and seat, an ALLOCATION CONFIRMATION EMAIL will be sent to YOU by US.
- 4.3. WE do not guarantee or advertise a fixed schedule of performances for THE SHOW and YOU understand that delays may occur to the provisional schedule (s) which WE publish.
- 4.4. COMPLIMENTARY TICKET REWARDS are subject to allocation in accordance with the following ALLOCATION PROCESS:
  - 4.4.1. Once WE have confirmed a performance schedule for THE SHOW and formally secured a venue for THE SHOW, WE will inform YOU of these details by email.
  - 4.4.2. When WE inform YOU of the performance schedule and venue for THE SHOW, WE will also invite YOU at the same time to complete an ALLOCATION SURVEY which YOU will have a minimum period of TWENTY-ONE (21) days to complete and return to US. WE will invite YOU to complete this ALLOCATION SURVEY no less than TWELVE (12) weeks prior to the first preview performance of THE SHOW.
  - 4.4.3. When YOU complete the ALLOCATION SURVEY you will be asked to verify YOUR information, including name, email address, pledge amount, state and zip code. This verification is for YOUR security.
  - 4.4.4. When YOU complete the ALLOCATION SURVEY you will be asked to provide details of up to three (3) other BACKERS that YOU intend to watch THE SHOW with as a group. All other BACKERS must place the same BACKERS down on their own ALLOCATION SURVEY for US to consider you a group for allocation purposes. All BACKERS in a group must have their own COMPLIMENTARY REWARD TICKET. All BACKERS in a group must select the same three preferences of performance in order for us to consider you a group for allocation purposes.
    - 4.4.4.1. In cases where COMPLIMENTARY TICKET REWARDS are part of a corporate reward of ten (10) tickets, then the maximum group size permitted shall be ten (10). In

these cases, all COMPLIMENTARY TICKET REWARDS must be allocated to the same performance.

- 4.4.5. When YOU complete the ALLOCATION SURVEY you will be asked to provide three (3) preferences of performance that YOU would like your COMPLIMENTARY TICKET REWARD to be allocated a seat at and a SHOW TICKET allocated for.
- 4.4.6. While WE hope to be able to allocate your COMPLIMENTARY TICKET REWARD at and allocate you a SHOW TICKET for the performance of your choice, this may not always be possible if high demand exists for a specific performance.
- 4.4.7. While WE will hope to be able to allocate groups seats at and SHOW TICKETS for the same performance, and seats that are together in the auditorium, this may not always be possible if high demand exists for a specific performance.
- 4.4.8. At the end of the ALLOCATION SURVEY period, WE will begin the processing of COMPLIMENTARY TICKET REWARDS and begin allocating seats at specific performances and SHOW TICKETS for those performances. Allocation will take into account the information that YOU have provided in YOUR ALLOCATION SURVEY. Only COMPLIMENTARY TICKET REWARDS for which an ALLOCATION SURVEY has been received by US within the ALLOCATION SURVEY period will be allocated at this time.
- 4.4.9. Under the ALLOCATION PROCESS outlined in these terms and conditions, the higher the priority given to a COMPLIMENTARY TICKET REWARD when allocating a seat at a specific performance, the higher the chance of that COMPLIMENTARY TICKET REWARD being allocated a seat at a BACKERS first choice performance and so on.
- 4.4.10. COMPLIMENTARY TICKET REWARDS will be allocated in the following order of priority;
  - 4.4.10.1. CORPORATE GROUPS

Corporate groups of ten (10) shall be allocated first in order of highest total pledge to lowest total pledge. Where there are two (2) or more corporate groups with the same value total pledge, the group which pledged first shall be allocated first, the group which pledged second shall be allocated second, and so on.
  - 4.4.10.2. CORPORATE GROUPS

Groups of up to four (4) shall be allocated second in order of highest total pledge to lowest total pledge. Where there are two (2) or more groups with the same value total pledge, the group with the individual who pledged first shall be allocated first, the group with the individual who pledged second shall be allocated second, and so on.
  - 4.4.10.3. INDIVIDUALS

Individuals shall be allocated third in order of highest pledge to lowest pledge. Where there are two (2) or more individuals with the same value pledge, the individual who pledged first shall be allocated first, the individual who pledged second shall be allocated second, and so on.
- 4.4.11. COMPLIMENTARY TICKET REWARDS are separated into four ticket bands (excluding OPENING NIGHT COMPLIMENTARY TICKET REWARDS). These bands refer to varying minimum pledge values for the reward and not the placing of the seat that the ticket shall be allocated within the auditorium.
- 4.4.12. YOU will be allocated the BEST AVAILABLE SEAT (as determined by US) within the auditorium at the time of allocation. By nature, if YOU make a higher PLEDGE or PLEDGE earlier than other BACKERS, YOU are more likely to be allocated a better seat within the auditorium.
- 4.4.13. When allocating YOU a seat at a specific performance, WE will first look at YOUR first choice of performance, if a seat is available, YOU will be allocated the best available seat at the time of allocation for that performance; IF NO SEAT IS AVAILABLE then WE will look at YOUR

second choice of performance, if a seat is available, YOU will be allocated the best available seat at the time of allocation for that performance; IF NO SEAT IS AVAILABLE then WE will first look at YOUR third choice of performance, if a seat is available, YOU will be allocated the best available seat at the time of allocation for that performance; IF NO SEAT IS AVAILABLE IN THE CORRECT BAND then clause 4.4.15. will apply. By nature, if YOU make a higher PLEDGE or PLEGDE earlier than other BACKERS, YOU are more likely to be allocated a seat at one of YOUR preferred performances.

- 4.4.14. At OUR sole discretion, WE may apply a maximum QUOTA of seats available for COMPLIMENTARY TICKET REWARD allocation at any performance without notice to YOU.
- 4.4.15. If it is not possible to allocate YOU a seat at any of YOUR preferred performances, WE will, once WE have allocated all remaining COMPLIMENTARY TICKET REWARDS for which we received a completed ALLOCATION SURVEY within the ALLOCATION SURVEY PERIOD, email you with a list of the performance for which availability exists and give YOU the opportunity to chose an alternative performance. The availability which WE show you at this time may be subject to change and where there is more than one BACKER in the same situation, availability will be offered on a first come, first served basis. If it is still not possible to allocate YOU a seat at any performance because YOU refuse any alternative performance, then WE will have the right to revoke your COMPLIMENTARY TICKET REWARD without compensation or liability to YOU and YOU will forfeit YOUR right to watch THE SHOW. YOU will have a period of fourteen (14) days to accept allocation at an alternative performance from when WE email you availability information. Should YOU not chose an alternative performance within this time, then it shall be assumed that YOU have refused any alternative performance.
- 4.4.16. If YOU do not complete and return YOUR ALLOCATION SURVEY to US within the ALLOCATION SURVEY PERIOD, but do return it to US within two (2) weeks from the end of the ALLOCATION SURVEY PERIOD, WE will, once WE have allocated all remaining COMPLIMENTARY TICKET REWARDS for which we received a completed ALLOCATION SURVEY within the ALLOCATION SURVEY PERIOD, allocate your COMPLIMENTARY TICKET REWARD on a first come first served basis in accordance with clause 4.4.12, and, if relevant, cause 4.4.15. If it is not possible to allocate YOU a seat at any of YOUR preferred performances, WE will email you with a list of the performance for which availability exists and give YOU the opportunity to chose an alternative performance. The availability which WE show you at this time may be subject to change and where there is more than one BACKER in the same situation, availability will be offered on a first come, first served basis. If it is still not possible to allocate YOU a seat at any performance because YOU refuse any alternative performance, then WE will have the right to revoke your COMPLIMENTARY TICKET REWARD without compensation or liability to YOU and YOU will forfeit YOUR right to watch THE SHOW. YOU will have a period of seven (7) days to accept allocation at an alternative performance from when WE email you availability information. Should YOU not chose an alternative performance within this time, then it shall be assumed that YOU have refused any alternative performance.
- 4.4.17. If YOU do not complete and return YOUR ALLOCATION SURVEY to US within two (2) weeks from the end of the ALLOCATION SURVEY PERIOD then WE will have the right to revoke your COMPLIMENTARY TICKET REWARD without compensation or liability to YOU and YOU will forfeit YOUR right to watch THE SHOW.
- 4.4.18. In the event that YOUR COMPLIMENTARY TICKET REWARD is revoked for any reason outlined in SECTION 4, no refund shall be offered to you.
- 4.5. Seating within the auditorium will be at OUR discretion and YOU will not have the opportunity to select any specific seat within the auditorium.
- 4.6. All allocations are final and at OUR discretion. Re-allocation shall not take place under any circumstance.

## **5 COMPLIMENTARY TICKET REWARDS AND SHOW TICKET GENERAL TERMS**

- 5.1. It is YOUR responsibility to check YOUR ALLOCATION CONFIRMATION EMAIL to ensure that the information on it is correct and to check that the SHOW TICKET you collect is for the correct performance and seat. It may not be possible to rectify some mistakes if YOU do not notify US of them at the earliest opportunity.
- 5.2. WE are not responsible for any information which is not delivered to YOU for any reason, including but not limited to; ALLOCATION CONFIRMATION EMAILS which are not delivered to YOU for reasons of email server failure, full inbox etc.; ALLOCATION SURVEY invites which are not delivered to YOU for reasons of email server failure, full inbox etc.
- 5.3. All PLEDGES are final at the conclusion of THE CAMPAIGN. WE will not refund YOU any PLEDGE.
- 5.4. All audience members will require a SHOW TICKET in order to enter the auditorium.
- 5.5. WE are not responsible for any COMPLIMENTARY REWARD TICKET or SHOW TICKET that is lost, damaged or stolen and WE will not offer duplicate or replacement tickets.
- 5.6. WE and the venue reserve the right to provide you with an alternative seat to that allocated to YOU and shown on YOUR SHOW TICKET provided that they are of no less value than the original seat allocated to YOU.
- 5.6. All COMPLIMENTARY TICKET REWARDS have NO FACE VALUE. SHOW TICKETS will be issued as comp tickets. The amount YOU PLEDGE when BACKING THE CAMPAIGN will be treated as a DONATION in full by US, except for where YOU select a REWARD that contains items in addition to a COMPLIMENTARY TICKET REWARD, in which case WE will treat the amount of YOUR PLEDGE that is equal to the minimum pledge value of the relevant COMPLIMENTARY TICKET REWARD (\$) on its (their) own PLUS any amount above the minimum pledge value of the REWARD which YOU choose. Donations are not deductible for FEDERAL INCOME TAX purposes if you are a UNITED STATES CITIZEN or UNITED STATES TAX RESIDENT, or deductible under any other income tax rules of any other country or territory which you may pay tax in.
- 5.7. Possession of a COMPLIMENTARY TICKET REWARD or SHOW TICKET does not confer any rights (by implication or otherwise) on YOU to use, alter, copy or otherwise deal with any of the symbols, trademarks, logos and/or intellectual property appearing on the Ticket.
- 5.8. COMPLIMENTARY TICKET REWARDS or SHOW TICKETS cannot be used for advertising, promotions, contests or sweepstakes, unless formal written permission is given by US, provided that even if such consent is obtained, use of OUR trademarks and other intellectual property is subject to OUR prior written consent.
- 5.9. WE have the right to cancel any COMPLIMENTARY TICKET REWARD or SHOW TICKET without prior notice at any point should we feel it necessary to do so, including but not limited to, a COMPLIMENTARY TICKET REWARD or SHOW TICKET being offered in error. If a COMPLIMENTARY TICKET REWARD or SHOW TICKET is cancelled in accordance with this clause, WE shall provide YOU will an alternative COMPLIMENTARY TICKET REWARD or SHOW TICKET of equal or higher value, or, refund to YOU the difference in the amount of the minimum PLEDGE for your original COMPLIMENTARY TICKET REWARD and the minimum PLEDGE for the new COMPLIMENTARY TICKET REWARD if we offer you a COMPLIMENTARY TICKET REWARD or SHOW TICKET of lower value. Should we be unable to offer you an alternative COMPLIMENTARY TICKET REWARD or SHOW TICKET then we shall refund to you the value of the minimum pledge amount for the original COMPLIMENTARY TICKET REWARD.
- 5.10. WE are not able to guarantee YOU an accessible seat if you hold a COMPLIMENTARY TICKET REWARD as WE cannot confirm the number of accessible seats available at each performance until WE have confirmed a performance schedule. If YOU require an accessible seat, please DO NOT select a COMPLIMENTARY TICKET REWARD as a REWARD for backing THE CAMPAIGN. Accessible seats will be made available for general sale closer to the performance date. By law, we are required to make a minimum number of accessible seats are available at each performance and ensure that such seats are only available to those who require them. The number of accessible seats available will be dependent on the total number of seats available in the auditorium. For more information, please contact us or sign up for our email updates to be the first to hear when these seats are made available.

## **6 CHANGES TO A PERFORMANCE**

- 6.1. In the event that WE are required to reschedule or cancel a performance for a reason within OUR control, then WE shall offer to YOU the opportunity to transfer your SHOW TICKET to a different performance at no cost, subject to availability, or should YOU choose, WE will refund to you the value of the minimum pledge amount for the original COMPLIMENTARY TICKET REWARD. While WE will make every effort to inform you of any changes or cancelled performances, it is YOUR responsibility to ensure that YOU are aware of such changes.

## **7 VOID COMPLIMENTARY REWARD TICKETS AND SHOW TICKETS**

- 7.1. Any COMPLIMENTARY TICKET REWARD or SHOW TICKET obtained in any way other than directly from US or THE CAMPAIGN, or through a TICKET TRANSFER in accordance with these terms and conditions shall be VOID. Any and all rights conferred or evidenced by such COMPLIMENTARY TICKET REWARD or SHOW TICKET shall also be void. Any person seeking to use such a void COMPLIMENTARY TICKET REWARD or SHOW TICKET in order to gain or provide admission to THE SHOW may be considered to be a trespasser and may be liable to be ejected and liable to legal action. Void COMPLIMENTARY TICKET REWARDS or SHOW TICKETS are non-refundable.

## **8 CONDITIONS OF ADMISSION AND ATTENDANCE**

- 8.1. WE and the management of the venue which THE SHOW performs in reserve the right to refuse YOU admission to the venue and THE SHOW in any reasonable circumstances, including for health and safety, legal reasons or where a ticket is not valid.
- 8.2. WE and the management of the venue which THE SHOW performs also reserve the right to request that YOU leave the venue at any point on any reasonable grounds and we may take action to enforce this. Reasons which WE and/or the management of the venue which THE SHOW performs may request you to leave include if YOU;
- a) have behaved in a manner which is believed is likely to, or has, affected the enjoyment of others in the venue;
  - b) have used threatening, abusive or insulting words or behavior or in any way provokes such behavior or a breach of the peace;
  - c) in OUR opinion are under the influence of drugs or have consumed an excessive amount of alcohol;
  - d) when asked or required to do so, fail to provide proof of age or identity;
  - e) obstruct any gangway, access-ways, exits, entrances or staircases, congregate in non-designated areas or seek entry to seats for which you do not hold a Ticket and/or attempt to gain entry into any backstage area.
- 8.3. YOU must comply with instructions and directions given to YOU by US or by venue staff and stewards.
- 8.4. No refund will be offered to YOU if YOU are refused entry or ejected from the venue due to your own behavior and actions as suggested, but not limited to, the above examples.
- 8.5. THE SHOW contains material that is adult in nature and instances of strong language. For this reason, no one under the age of twelve will be admitted into the auditorium and anyone who is aged sixteen or younger must be accompanied by, and sit next to, an adult aged eighteen years or older. All persons must have their own ticket and all children must have their own seat. WE are not liable if YOU or anyone else finds any of the material in THE SHOW inappropriate for any child and WE ask you to make your own informed decision on whether to bring children to THE SHOW.
- 8.6. The use of any equipment for recording or transmitting by any means, any digital, audio or other element of THE SHOW is strictly prohibited. Unauthorized recording equipment, recordings, tapes, films or similar items may be confiscated and destroyed or deleted. Any recording made of THE SHOW in breach of these conditions shall belong to US. WE will not be liable for any loss, theft or damage to confiscated items.

- 8.7. By attending THE SHOW, YOU consent to being filmed and recorded as a member of the audience and understand that WE may use such recording in any way, including but not limited to, broadcast, copy, streaming, we chose without payment to YOU.
- 8.8. All phones and messaging equipment must be switched off for the duration of the performance.
- 8.9. YOU must not bring into the venue or display or distribute (whether for free or not) in the venue or during the performance any sponsorship, promotion or marketing material of any nature or kind.
- 8.10. Alcohol may only be consumed in authorized areas of the venue. Smoking is not permitted unless within a designated area if one exists within the venue.
- 8.11. The following items are not permitted into the venue at any time;
- a) animals (with the exception of assistance dogs)
  - b) your own food and drink
  - c) bottles, cans or glass containers (unless provided by the venue)
  - d) any item which may be interpreted as a potential weapon
  - e) laser pens, fireworks, flares, smoke bombs, firearms (excepted as carried by law enforcement officials lawfully on duty)
  - f) illegal substances.
- 8.12. WE and the management of the venue which THE SHOW performs reserve the right to conduct security searches from time to time and confiscate any item which, in the reasonable opinion of US or the management of the Venue, may cause danger or disruption to other members of the audience or THE SHOW, or is one of the items not permitted as listed above.
- 8.13. From time to time, WE and/or the management of the venue which THE SHOW performs may implement new security measures. While WE will make every effort to inform you of these, it is YOUR responsibility to ensure that YOU comply with such measures.
- 8.14. The admittance of latecomers will be at OUR discretion and/or the discretion of the management of the venue which THE SHOW performs. Admittance of latecomers cannot be guaranteed and may be restricted to a suitable break in THE SHOW which may be the interval. No refund will be made for latecomers. We advise you arrive at the venue at least forty five (45) minutes prior to the scheduled start time of the performance. We expect to open the house thirty (30) minutes prior to the scheduled start time of the performance.
- 8.15. Re-admission to the venue will be at the discretion of the management of the venue which THE SHOW performs.

## **9 FACILITIES FEES**

- 9.1. The venue has the right to charge a facility fee not exceeding \$2.00 per ticket. If the venue chooses to exercise this right, YOU must pay this facility fee directly to the venue at the time of collecting YOUR show ticket. Should YOU not pay this facility fee, a SHOW TICKET may be refused and YOUR right to watch THE SHOW will be revoked and forfeited without compensation to YOU.

## **10 TICKET TRANSFERS**

- 10.1. In recognition that all COMPLIMENTARY REWAED TICKETS are subject to an allocation process, and that some BACKERS will wish to give their tickets away to family and friends, WE have decided to permit ticket transfers from one individual to another, subject to the following conditions;
- 10.1.1. COMPLIMENTARY TICKET REWARDS Tickets can not be transferred any earlier than the start of the COMPLIMENTARY TICKET REWARD ALLOCATION PROCESS or any later than midday seven days prior to the performance for which the COMPLIMENTARY TICKET REWARD has been allocated a seat for.

- 10.1.2. All transfers are subject to an administration fee of \$10 per ticket where a transfer is requested prior to a SHOW TICKET being allocated, and \$15 per ticket where a transfer is requested after this time.
- 10.1.3. Tickets can only be transferred once.
- 10.1.4. Transfers are only permitted where any single ticket has not been resold in excess of 120% of the PLEDGE that was made towards THE CAMPAIGN for which the COMPLIMENTARY TICKET REWARD was received in return for. WE reserve the right to ask for proof of this before transferring a ticket.
- 10.1.5. WE reserve the right to discontinue ticket transfers or deny any single ticket transfer where in OUR sole discretion WE believe the process is being misused to resell tickets at a premium or where WE feel it is necessary for safety and security reasons.
- 10.2. YOU may, at your sole discretion, decide to allocate YOUR COMPLIMENTARY REWARD TICKET, either before or after allocation, to the pool of TICKETS that WE make available at no cost to good causes.
  - 10.2.1. Where YOU choose to allocate your ticket under clause 10.2. YOU will lose your right to use YOUR COMPLIMENTARY REWARD TICKET without compensation to YOU by US.
  - 10.2.2. Allocation under clause 10.2. shall be final and YOU will not be able to re-acquire your COMPLIMENTARY TICKET REWARD for personal use under any circumstances.
  - 10.2.3. Once allocated under clause 10.2. WE shall have the exclusive right to make the ticket abatable to good causes at our sole discretion, this includes but is not limited to; free tickets for school students, theatre students, and charitable organizations.

## **11 HEALTH AND SAFETY**

- 11.1. YOU must comply with any and all relevant statutes, announcements and regulations set out by us and/or the venue that THE SHOW performs in when attending a performance of THE SHOW. THE SHOW may contain special effects including but not limited to, sound, audio visual, pyrotechnic or lighting effects.

## **12 INDEMNITY**

- 12.1. YOU agree to fully defend, indemnify and hold harmless US, our officers, directors, employees, partners, agents and third parties which we work with, from and against, or reimburse us for, any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including but not limited to legal fees) arising out of or in connection with any of the following; your breach of these terms and conditions; your violation of any third-party rights, including but not limited to intellectual property rights, publicity, confidentiality, property or privacy rights, or any agreement or terms with a third party to which you are bound by; your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; any misrepresentation made by you.
- 12.2. YOU agree to cooperate as fully as required by US in the defense of any claim. WE have the right to assume the exclusive defense and control of any matter subject to indemnification by YOU, and YOU may not settle any claim without our prior written permission.

## **13 DISPUTE RESOLUTION AND BINDING ARBITRATION**

- 13.1. If the event that any dispute arises from these terms and conditions between YOU and US, then WE will attempt to resolve such dispute with YOU in good faith. Should we not be able to resolve the dispute then both YOU and US will attempt to resolve the dispute through mediation. Should it be that the matter cannot be resolved through mediation, it shall be submitted for binding arbitration. Arbitration shall take place in the jurisdiction of England and Wales. 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. 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

Should clause 3.1. apply, then unless the parties agree otherwise, any mediation and/or arbitration shall take place in the borough of Manhattan, New York, New York, United States of America, 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. 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

- 13.2. If YOU are a citizen of a country with membership of the EUROPEAN UNION then YOU shall not be bound by the terms of clause 13.1. and shall have the right to bring proceedings against us under the laws of your own country.
- 13.3. If a dispute arises from these terms and conditions between YOU and US due to YOUR failure to comply with these terms and conditions, then WE shall have the right to take action as we deem necessary and shall not be bound by the terms of clause 13.1.

#### **14 CLASS ACTION WAIVER**

- 14.1. YOU may only resolve disputes YOU have with US on an individual basis and waive YOUR right to be a member of any CLASS ACTION, consolidated or representative action. YOU also waive YOUR right to be a part of any class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations.

#### **15 LIABILITY**

- 15.1. In all cases, personal arrangements by YOU including but not limited to, TRAVEL expenses, ACCOMMODATION, INSURANCE etc. are at YOUR own risk and in the event of OUR failure to comply with any part these terms and conditions, WE shall not be liable to you for any loss.
- 15.2. If we are forced to abandon production of THE SHOW or we are forced to cancel any performance due to reasons within our control, WE shall not be liable to YOU for any incidental costs incurred by YOU or any consequential loss, including but not limited to, TRAVEL expenses, ACCOMMODATION, INSURANCE etc.
- 15.3. In no case shall OUR liability to YOU exceed the current USD (calculated at the time of the liability arising using the IMF rate) equivalent of the minimum pledge requirement for the COMPLIMENTARY TICKET REWARD YOU hold. This may be lower or higher than the pledge that YOU made.
- 15.4. WE are not liable to YOU for any feeling of insult or offense YOU feel as a result of THE SHOW or watching THE SHOW.
- 15.5. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, INDIRECT, ECONOMIC, EXEMPLARY, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES, LOST PROFITS, LOST DATA, LOST OPPORTUNITIES, COSTS OF COVER, OR PERSONAL INJURY/ WRONGFUL DEATH) THAT ARE DIRECTLY OR INDIRECTLY RELATED TO THESE TERMS AND CONDITIONS AND ANY CONTRACT FORMED BY THEM BETWEEN YOU AND US.

NOTHING IN THESE TERMS OF USE LIMITS OR EXCLUDES OUR LIABILITY TO YOU FOR: (A) FRAUD OR FRAUDULENT MISREPRESENTATION; (B) DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE; OR (C) ANY OTHER LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED IN LAW.

#### **16 SURVIVAL OF TERMS & SEVERABILITY**

16.1. In the event that these terms and conditions are withdrawn and/ or any contract formed by them between YOU and US is terminated, the terms which by their nature should survive such termination and/ or withdrawal shall survive such termination.

16.2. If any section of these terms and conditions shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining terms and conditions.

## **17 WAIVER**

17.1. Should WE decide not to enforce or fail to enforce any part of these terms and conditions, this shall not mean that WE waive our right to do so in future.

## **18 FORCE MAJEURE**

18.1. For the purpose of these terms and conditions, "FORCE MAJEURE" refers to any circumstances outside of our control, including but not limited to, act of God, war, insurrection, riot, civil disturbances, acts of terrorism, fire, explosion, flood, theft of essential equipment, malicious damage, strike, lock out, weather, third party injunction, national defense requirements, acts or regulations of national or local governments. In the event that we are unable to fulfill or perform any of OUR responsibilities and obligations under these terms and conditions due to FORCE MAJEURE, we shall not be liable to you for any amount.

## **19 AMENDMENTS**

19.1. YOU should read in full these terms and conditions and ensure that they contain everything that YOU consider has been agreed before taking any action to signify your acceptance to be bound by them. No amendments to the terms and conditions can be made unless both YOU and WE agree to such amendments in writing.

## **20 ENTIRE AGREEMENT**

20.1. These terms and conditions, and the contract formed by them between YOU and US constitute the entire agreement between YOU and US.

## **21 PRIVACY NOTICE**

21.1. WE invite YOU to review our PRIVACY NOTICE in full. YOU confirm that you have read and understand OUR PRIVACY NOTICE.