#### BLACK REPERTORY GROUP, INC. - TICKET PURCHASE TERMS & CONDITIONS

The following Purchase Terms and Conditions are designed to ensure your satisfaction and understanding of the purchase process on blackrepertorygroup.com. If you have any questions about the information below, please contact us. These Purchase Terms and Conditions are subject to, and incorporate by this reference, the Terms of Service. Each ticket that you purchase is a license to attend a particular event, and is subject to the additional terms set forth on that ticket as well as any applicable terms which the Black Repertory Group, Inc. and/or the "Event Provider" imposes.

#### I. Currency

All ticket prices for events that occur in the United States are stated in U.S. Dollars.

#### II. Payment Methods

Blackrepertorygroup.com accepts several methods of payment to accommodate your needs. Currently, blackrepertorygroup.com accepts all forms of payment accepted by applicable online retailer (Brown Paper Tickets, etc.)

# III. Who You Are Buying From

Black Repertory Group, Inc. acts as the ticketing agent of those who are promoting or otherwise providing the events for which you purchase tickets, such as teams, artists' representatives and fan clubs, promoters and leagues ("Event Providers"). Black Repertory Group, Inc. facilitates your purchase of an Event Provider's tickets via blackrepertorygroup.com.

Tickets obtained from unauthorized sources may be lost, stolen or counterfeit, and if so are void.

#### IV. Pricing and Availability

Black Repertory Group, Inc. sells tickets on behalf of Event Providers, which means we do not set ticket prices or determine seating availability. Tickets for popular events may sell out quickly. Occasionally, additional tickets may become available prior to the event. However, Black Repertory Group does not control this inventory or availability. In some cases, Black Repertory Group or other distribution channels may receive additional, subsequent allocations of tickets for distribution, which may be of similar or higher desirability than those sold on blackrepertorygroup.com, or may be offered for sale at lower prices than prices charged on blackrepertorygroup.com.

#### V. Order Confirmation

If you do not receive a confirmation number (in the form of a confirmation page or email) after submitting payment information, or if you experience an error message or service interruption after submitting payment information, it is your responsibility to confirm with Customer Service where you purchased your ticket as to whether or not your order has been placed (Brownpapertickets, etc.). Only you may be aware of any problems that may occur during the purchase process. Black Repertory Group, Inc. will not be responsible for losses (monetary or otherwise) if you assume that an order was not placed because you failed to receive confirmation.

#### VI. Convenience Charges and Order Processing Fees

Tickets purchased on blackrepertorygroup.com are typically subject to a per ticket convenience charge and a non-refundable per order processing fee.

#### VII. Amount of Tickets Per Customer or "Ticket Limits"

When purchasing tickets on blackrepertorygroup.com, you are limited to a specified number of tickets for each event (also known as a "ticket limit"). This limit is posted during the purchase process and is verified with every transaction. If a ticket limit is posted during the purchase process, please note that this policy is in effect at the request of the Event Provider and is to discourage unfair ticket buying practices.

#### VIII. Canceled and Postponed Events

Occasionally, events are canceled or postponed by the promoter, team, band or venue. Should this occur, we will attempt to contact you to inform you of refund or exchange procedures for that event. For exact instructions on any canceled or postponed event, please check the event information online or contact info@blackrepertorygroup.com. If you purchase a ticket through blackrepertorygroup.com, and a refund is issued, then Black Repertory Group, Inc. will most likely give you a refund by issuing a credit to the credit card that you used to purchase that ticket.

Black Repertory Group acts as the agent of the Event Promoter and as such typically only offers refunds and/or exchanges based on the Event Promoter's instructions. Black Repertory Group, Inc. is not obligated to issue a refund except to the extent that the Event Promoter responsible for bringing you the event (1) instructs us to issue a refund, and (2) provides us with the funds necessary to issue refunds. In order to receive a refund or an exchange that may be offered, you will have to comply with the Event Promoter's instructions or deadlines, which, along with the decision about whether or not to issue a refund or an exchange, may be at the Event Promoter's discretion.

If Black Repertory Group, Inc. issues you a refund for a ticket, it will issue a refund of the ticket's face value paid (or, if a discounted ticket, then instead the discounted ticket price paid), the facility fee and all convenience charges. In no event will delivery charges or any other fees or amounts be refunded. If a refund is issued, it will be issued using the same method of payment that was used to purchase the tickets. If a credit card was used to make the refunded purchase, then only that actual credit card will receive the credit for the refund. Black Repertory Group, Inc. will not be liable for travel or any other expenses that you or anyone else incurs in connection with a canceled or postponed event.

If an event is canceled, please contact info@blackrepertorygroup.com for information on receiving a refund. If the event was moved or rescheduled, the Event Promoter may set refund limitations. Contact info@blackrepertorygroup.com for exact instructions. Please make sure to include/provide your account number so we can expedite your refund if applicable.

# IX. Opening Acts & Invited Guests

Opening acts or guests may sometimes tour with headlining performers. Black Repertory Group, Inc. is not always made aware of opening acts or the length of their performances. These opening acts are subject to change or cancellation at any time without notice. No refund will be owed if an opening act is changed or canceled.

#### X. Refunds and Exchanges

Before purchasing tickets, carefully review your event and seat choices. Black Repertory Group, Inc. acts as an agent for the Event Provider and policies set forth by our clients, generally prohibit Black Repertory Group, Inc. from issuing exchanges or refunds after a ticket has been purchased or for lost, stolen, damaged or destroyed tickets. You agree that you will not attempt to evade, avoid, or circumvent those prohibitions in any manner with regard to tickets you purchased. Without limiting the generality of the foregoing, you will not contact Black Repertory Group, Inc. to seek a refund or exchange from Black Repertory Group, Inc. when Black Repertory Group, Inc. is prohibited from providing one by its clients, and you will not dispute or otherwise seek a "chargeback" from the company whose credit card you used to purchase tickets from

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blackrepertorygroup.com. Should you do so, your tickets may be canceled, and Black Repertory Group, Inc. 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 all persons in whose name the credit card accounts exist and any person who accesses any associated online account or credit card or who otherwise breaches this provision from using blackrepertorygroup.com.

#### XI. Delivery Options

Different combinations of delivery methods may be offered. Please carefully review the list of delivery methods offered during the purchase process.

# XII. Pricing and Other Errors

If the amount you pay for a ticket is incorrect, regardless of whether this is because of an error in a price posted on the website or otherwise communicated to you, or you are able to order a ticket before its scheduled on-sale or presale date, or you are able to order a ticket that was not supposed to have been released for sale, then Black Repertory Group will have the right to cancel that ticket (or the order for that ticket) and refund to you the amount that you paid. This will apply regardless of whether because of human error or a transactional malfunction of the website or other Black Repertory Group operated system.

#### XIII. <u>Limitation of Liability</u>

You assume all risks incidental to the event for which a ticket is issued, whether before, during or after performance, and you waive any claims for personal injury or death against Black Repertory Group, Inc., its management, officers, directors, owners, employees or agents on behalf of yourself and any accompanying minor.

# XIV. License; Ejection and Cancellation; No Redemption Value

Event Providers reserve the right, without refund of any amount paid, to refuse admission to, or eject, any person whose conduct management deems disorderly, who uses vulgar or abusive language or who fails to comply with Event Provider rules. Breach of terms or rules will terminate your license to attend the event without refund. A ticket is a revocable license and admission may be refused upon refunding the ticket's face amount. A ticket is not redeemable for cash.

# XV. Recording, Transmission and Exhibition

You agree not to record or transmit, or aid in recording or transmitting, any description, account, picture, or reproduction of the event. You agree that the event for which you purchase tickets is a public event, that your appearance and actions inside and outside the venue where the event occurs are public in nature, and that you have no expectation of privacy with regard to your actions or conduct at the event. You grant permission to Black Repertory Group, Inc. and the Event Provider(s) to utilize your name, image, likeness, acts, poses, plays, appearance, movements, and statements in any live or recorded audio, video, or photographic display or other transmission, exhibition, publication or reproduction made of, or at, the event (regardless of whether before, during or after play or performance) for any purpose, in any manner, in any medium or context now known or hereafter developed, without further authorization from, or compensation to, you or anyone acting on your behalf.

#### XVI. You Are Subject to Search

You and your belongings may be searched on entry to the event. You consent to such searches and waive any related claims that may arise. If you elect not to consent to such searches, you may be denied entry to the event without refund or other compensation. Under certain facility rules, certain items may not be brought into the premises, including without limitation, alcohol, drugs, controlled substances, cameras, recording devices, bundles and containers.

# XVII. <u>Unlawful Re-Sale of Tickets; Commercial Purposes</u>

Unlawful resale of tickets (or attempted resale) is grounds for seizure and cancellation without compensation. A ticket shall not be used for advertising, promotions, contests or sweepstakes, unless formal written authorization is given by the Event Provider, provided that even if such consent is obtained, any use of Black Repertory Group's trademarks and other intellectual property is subject to Black Repertory Group's written consent.