

## **PURCHASE POLICY FOR TURNTABLE TICKETS, INC.**

Our goal at Turntable Tickets, Inc. (“TurnTable”) is to make the experience of purchasing Tickets efficient and straightforward. This Purchase Policy has been adopted to the Ticket Purchaser or Site User understands the process to purchase Tickets on turntableTickets.com (the “Site”). As mentioned in this Purchase Policy, the terms and conditions herein apply only to the *purchase* of Tickets and in no way apply to the actions, interactions, or procedures applicable to the Event for which the Tickets are purchased.

### **DEFINITIONS.**

“Event” shall mean a scheduled show, experience, attraction, activity, or other occasion for which Event Organizer is organizing, producing, or livestreaming at Venue. “Event” shall not include occasions which Event Organizer is not responsible for the organization, production, or marketing.

“Event Organizer” shall mean the person or entity specified in the Quote, or their representative thereof, responsible for the organization, production, or marketing of an Event.

“Event Listing” shall mean the web page hosted by TurnTable through the Site which from time to time describes each Event, prices, and other relevant information as provided by Event Organizer.

“Ticket” shall mean a computer record, which may or may not be linked to a specific physical document that allows a person admission to an Event and is purchased through TurnTable or the Site.

“Ticket Price” shall mean the total amount due from the Ticket Purchaser, including all taxes and fees, for the Ticket at the time of purchase.

“Ticket Purchaser” or “Site User” shall mean any individual who purchases a Ticket for Event Organizer’s Event directly from TurnTable and, where applicable, any guest who attends an Event using Tickets sold to the Ticket Purchaser.

“Venue” shall mean (i) the physical location where an Event takes place, including but not limited, a club, ballroom, lounge, bar and restaurant or (ii) the web-based platform by which an Event is livestreamed.

“Venue Processing Fee” shall mean the portion of the Ticket Price charged to the Ticket Purchaser by the Event Organizer as convenience or service fee.

**1. Who Turntable Is/What Turntable Does.** TurnTable provides a platform to promote, sell Tickets, collect money, or manage reservations on behalf of artists or event organizers for a scheduled show, experience, or other gathering.

**2. Event Information.** All details of Events including, but not limited to, performance times, Venue, Ticket prices, and seat availability are entered onto the Site by the Event

Organizer. The accuracy of all such information is at all times the responsibility of the Event Organizer.

**3. Pricing Information.** TurnTable sells Tickets on behalf of Event Organizers, which means TurnTable does not set the Ticket prices, Ticket quantity, or determine seating locations. Event Organizers set the price of their Tickets. Occasionally, additional Tickets may be available prior to the Event. However, TurnTable does not control this inventory or its availability.

**4. Fees And Taxes.** A Venue Processing Fee is assessed for each Ticket purchased. The purpose of any fees collected in conjunction with the actual cost a Ticket includes costs associated with TurnTable's operation, customer service center operation, obtaining Tickets on behalf of the Ticket Purchaser, and other costs associated with the fulfillment of the Ticket purchase. Each Event Organizer is responsible, in its sole discretion, for determining the amount of total Ticket Price which is to be allocated to TurnTable and any taxes, in accordance with laws in their respective jurisdictions. Each Event Organizer is solely obligated to determine the portion of the Ticket Price which is to be allocated towards taxes for its profit earned from the Ticket sale.

**5. Order Confirmation and Processing.** All information on accounts and orders must be valid and is subject to verification. Orders are subject to payment approval and are only processed upon verification of billing information in accordance with the payment processor's requirements. Ticket Purchaser's order is confirmed when they receive a confirmation, in the form of a confirmation page or email ("Order Confirmation"). If Ticket Purchaser does not receive an Order Confirmation after submitting payment information, or if Ticket Purchaser experiences an error message or service interruption after submitting payment information, it is Ticket Purchaser's responsibility to confirm with Event Organizer whether or not Ticket Purchaser's order has been placed.

**6. Ticket Delivery Options.** Unless otherwise authorized by the Event Organizer, all Tickets purchased through the Site will be delivered to the email address provided at the time of purchase. Delivery options are determined by the Event Organizer, in its sole discretion.

**7. Ticket Limits.** Event Organizers have the option to set a maximum amount that can be purchased by a single purchaser (a "Ticket Limit") to discourage unfair Ticket purchase practices. Should the Event Organizer choose to set a Ticket Limit, the limit specifications will be posted on the Event Listing on the Site and will be displayed during the purchase process. Multiple accounts may not be used to circumvent or exceed published Ticket Limits. Any attempts to circumvent the Ticket Limit may result in cancellation of the purchase and restrictions on future use of TurnTable services.

**8. Canceled, Postponed, Rescheduled, and Moved Events.** Occasionally, Events are canceled, postponed, rescheduled to a different date or materially different time, or moved to a different Venue.

**9. Event Cancelled/Postponed by Event Organizer.** For exact instructions on any cancelled or postponed Event, please check the Event's information online or contact the Event Organizer or Venue. Refunds or exchanges are subject to the Event Organizer's policies, and any offers for refunds or exchanges are at their discretion. In order to receive a refund or an exchange that may be offered, Ticket Purchaser must comply with the Event Organizer's procedure. While

TurnTable makes an effort to convey the refund/exchange process for an Event Organizer, including simply providing the Ticket Purchaser with a form or contact information, TurnTable is not responsible for contacting the Ticket Purchaser when an Event is cancelled or postponed. All information, policies, procedures, or requirements associated with a cancelled or postponed Event are to be made in the sole discretion of the Event Organizer.

**10. Refunds, Credits, and Exchanges.** All sales are final and refunds are only allowed in limited circumstances and typically with authorization from the Event Organizer. Before purchasing Tickets, carefully review Ticket Purchaser's chosen Event and seat selection. Policies set forth by Event Organizers generally prohibit TurnTable from issuing exchanges or refunds after a Ticket has been purchased, or for lost, stolen, damaged, or destroyed Tickets. Tickets therefore cannot be replaced if they are lost, stolen, or damaged.

**11. Limitation of Liability.** Ticket Purchaser acknowledges and agrees that by purchasing a Ticket to the Event and/or attending the Event and/or using any corresponding amenity, Ticket Purchaser may be engaging in activities that may involve risk of serious injury, including permanent disability and death, property loss and severe social and economic losses. These risks include, without limitation, those caused by or in connection with: (a) the actions, inactions or negligence of a third party, and participants, volunteers, performers, guests and spectators at the Event; (b) conditions of any premises or equipment used; (c) temperature and/or weather; (d) condition of other participants or guests; (e) vehicular traffic; (f) offensive language or other vulgar or obscene material or actions; and (g) other risks that are not known or foreseeable at this time.

TURNTABLE IS NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES, OR NEGLIGENCE OF OF THIRD PARTIES, INCLUDING EVENT ORGANIZERS AND ATTENDEES OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING THEREFROM. TURNTABLE SHALL HAVE NO LIABILITY IN THE EVENT OF ANY DELAY, CANCELLATION, OVERBOOKING, STRIKE, FORCE MAJEURE, OR OTHER CAUSES BEYOND ITS DIRECT CONTROL, AND IT HAS NO RESPONSIBILITY FOR ANY ADDITIONAL EXPENSE, OMISSIONS, DELAYS OR ACTS OF ANY GOVERNMENT OR AUTHORITY.

**12. Alcoholic Beverages.** The Ticket Purchaser acknowledges and understands alcoholic beverages may be available at the Event and that attendance at the Event may expose Ticket Purchaser to the risks associated with the consumption of alcoholic beverages. The Ticket Purchaser further acknowledges and understands all sales of alcoholic beverages of whatever kind, are conducted in the sole discretion of the Event Organizer and are in no way under control of TurnTable. Under no circumstances shall TurnTable be responsible for actions taken by purchaser, other Event attendees, or employees or representatives of Event Organizer with respect to the consumption or sale of alcoholic beverages.

**13. License; Ejection and Cancellation; No Redemption Value.** Ticket Purchaser agrees to comply with all of the Venue or Event Organizer's applicable rules, policies, terms, and conditions ("Event Organizer Rules"). The Event Organizer reserves 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 Organizer Rules.

**14. Indemnification.** By purchasing a Ticket on the Site, Ticket Purchaser agrees to defend, indemnify and hold harmless TurnTable from and against any and all liabilities, claims, damages, costs and expenses, including attorneys' fees, arising out of or in connection with (a) Ticket Purchaser's transaction with TurnTable and/or use of the Site; (b) Ticket Purchaser's violation or breach, or alleged violation or breach, of this Policy or other applicable policies, including, without limitation, all representations, warranties, terms, conditions, covenants, acknowledgments and agreements herein; (c) Ticket Purchaser's attendance at or in connection with the Event (including a livestreaming or virtual experience), including, without limitation, any removal behavior or other actions or omissions by Ticket Purchaser; and/or (d) Ticket Purchaser's use of a personal recording or mobile application.

**15. Miscellaneous.** For detailed information on dispute resolution, jurisdiction, arbitration, and the handling of personal information, please refer to TurnTable's [Privacy Policy](#) and [Terms and Conditions of Use](#), which contain provisions applicable across the United States and Canada. These documents govern Ticket Purchaser's use of the Site and TurnTable services.