

Policies and terms of use

The following Policies and Terms of Use ("Terms" or "Agreement") are designed to ensure your understanding of the use of this site and the purchase process through tickets.texas-show.com ("COMPANY"). The Terms govern your use of tickets.texas-show.com (the "Site") and your purchase of any ticket listed on this Site. By using or visiting this Site, or purchasing tickets listed on this site, you expressly agree to abide and be bound by and follow these Terms as well as all applicable laws, ordinances and regulations. You represent that you are legally able to enter into this binding contract. The Terms include the following provisions:

- All orders placed with COMPANY on this Site are considered requests until COMPANY confirms availability of the tickets, at which time our money back guarantee protection takes effect.
- Ticket prices may be above the "face value" listed on the ticket (they may also be below the "face value").

Purchasing:

If you find desirable tickets, you place an offer to purchase the tickets by submitting an order. You do so by completing the information requested. Once you submit the order you cannot cancel or retract it. You will receive an email promptly after you place your order. When an error is found in processing your order you will be notified of the error and provided with available options, if any, as well as the option of cancelling your order.

Processing Services:

COMPANY uses TopTix, an independent contractor, to perform services related to your purchase. These services include but are not limited to: (i) processing orders, (ii) verifying order details and confirming validity of payment information, (iii) charging buyers' credit and debit cards, and (iv) coordinating the delivery of purchased tickets.

Ticket Purchase Policy:

COMPANY reserves the right to replace tickets with comparable or upgraded tickets if originally ordered tickets are no longer available. Definitions of "comparable" and "upgraded" are made at the reasonable discretion of COMPANY. Should COMPANY fail to deliver any ticket contracted for, COMPANY's sole obligation or liability shall be limited, unless otherwise required by law, to the return of any payment made by you in relation to the undelivered ticket. COMPANY reserves the right to cancel your order at any time for any reason.

Risk Free Purchase:

All sales are final. However, if you are unable to attend a performance, we welcome ticket exchanges up to 24 hours before the scheduled performance for any available show in current year or the following year.

Donate Your Tickets:

Texas Panhandle Heritage Foundation (TPHF), the producer of TEXAS Outdoor Musical, is a 501 c 3, charitable organization. If you cannot attend the performance due to an emergency or unforeseen circumstance, you may choose to donate your purchase to TPHF. This request can be made up to 2 hours before performance time by the ticket buyer. TPHF will send the ticket buyer a tax receipt for the donation. If you are issued a rain check due to the cancellation of a performance, and you are not able to attend the show on another night, you may choose to donate your ticket to TPHF in the same manner.

Delivery of Tickets:

In most cases, tickets will be delivered by the method and timeframe designated in the ticket listing chosen at the time of the order. Photo ID may be required to accept delivery. For listings with no designated delivery method, tickets will typically be held at Will Call two hours prior to the time of the performance. Tickets may not ship out immediately. In all cases, COMPANY reserves the right to deliver tickets for any order as late as one (1) hour prior to the performance. Valid delivery services on the day of the performance may include, in COMPANY's sole discretion, Will Call at the venue box office, email (when applicable), courier or pick up at a location outside the venue designated by COMPANY. Certain delivery designations, such as "Print At Home", do not constitute guarantees of delivery any sooner than the day of the performance. Typically, such tickets will be delivered as designated, however in some cases delivery may first require additional verification or be subject to delays on behalf of the seller. It is your responsibility to contact COMPANY if you do not receive tickets within 48 hours of the performance.

Lost, Stolen, or Damaged Tickets

Please keep your tickets in a safe place. COMPANY is not responsible for lost, stolen, damaged or destroyed tickets. Please note that direct sunlight or heat can damage certain types of tickets.

Payment Options:

As a buyer, you grant COMPANY, through WebAuthorize, permission to charge your credit or debit card for the purchase of tickets. Visa, Mastercard, Discover, and American Express are valid payment methods for purchasing tickets. For other payment methods, please contact us at 806-6552181.

Ticket Holder Behavior Policy:

You agree to abide by all rules and policies of the venue, promoter and anyone else responsible for putting on the performance. Should you or the person using the ticket you purchased fail to abide by those rules and policies, you shall be subject to all applicable fines and legal or other expenses associated therewith. Further, should any violation result in the loss of the ticket seller's season ticket rights or right to use any other tickets at that venue, or the right to purchase other tickets from that venue, you shall be held liable for all reasonable costs, expenses and losses associated with said loss including, but not limited to, all direct, indirect, vicarious, consequential, exemplary, incidental, special or punitive damages, including lost profits.

Disclaimer:

COMPANY is not the official box office. COMPANY is in no way affiliated with any venue, promoter, team, league or organizing group and is not associated with any official organizer of the performances for which it list tickets. Rather, it is an independent marketplace for the sale of performance tickets on the secondary market.

Changes in Terms and Conditions:

COMPANY reserves the right, in its sole discretion, to change these Terms at any time. If COMPANY changes any term or condition, said modification, revision and additional information shall be posted here and shall automatically replace the terms and conditions and become binding on all users of this site. Your continued use of the site following COMPANY's posting of revised terms and conditions constitute your acceptance of the revised agreement.

Unlawful Activity:

COMPANY prohibits the use of its site for any unlawful conduct. All users must comply with all local, state, federal and international laws, ordinances and regulations. By using this site, you agree not to use any false personal information or use an invalid or unauthorized credit or debit card. You agree not to use or permit anyone to use information provided through tickets.texas-show.com for any unlawful or unauthorized purpose.

Investigations and Consequences:

A buyer who is the subject of a complaint or whom COMPANY believes may have violated these Terms or applicable law will be subject to investigation by COMPANY. You agree to cooperate fully in such investigation including, but not limited to, providing any and all information demanded by COMPANY. COMPANY reserves the right to take any action without prior notice it deems appropriate in its sole discretion including, but not limited to, canceling orders, issuing a warning, suspending or terminating service, denying access, cancelling transactions, refusing to honor

pending or future transactions, remove material, or exercise any other remedy available to it (including civil, criminal or injunctive redress) if COMPANY finds, in its sole discretion, a user: (a) is unwilling to cooperate with any investigation; (b) has engaged in any illegal, unlawful or fraudulent conduct or otherwise violated these Terms or applicable law or has acted in concert with anyone so engaged; or (c) has provided information that COMPANY is unable to authenticate or verify. You agree that monetary damages may not provide a sufficient remedy to COMPANY for violations of these Terms and may be difficult to ascertain or calculate and you consent to injunctive or other equitable relief for such violations.

COMPANY reserves the right to report to appropriate law enforcement authorities or other relevant third parties any activity that it believes, in its sole discretion, may in any way violate any local, state, federal or international law.

Intellectual Property:

COMPANY respects the intellectual property of others, and we ask you to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (b) a description of the copyrighted work that you claim has been infringed; (c) a description of where the material that you claim is infringing is located on the site; (d) your address, telephone number and email address; (e) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Our Copyright Agent for notice of claims of copyright infringement can be reached at: tickets.texas-show.com, c/o Ticket Fulfillment Services LP, Attn: Copyright Complaints, 23000 Sussex Hwy., #232, Seaford, DE 19973.

Ownership:

The site, including all site software, databases, trademarks, logos, service marks, proprietary information and materials (and any intellectual property and other rights relating thereto) ("COMPANY's Property") is owned or licensed by COMPANY and/or TopTix and will remain the property of the same. You acknowledge and agree that you do not acquire any ownership or licensing rights by using the site. You may not use any of COMPANY's Property in connection with any product or service that is not offered by COMPANY or TopTix in any manner that is likely to cause confusion with COMPANY's or TopTix's business, or in any manner that disparages COMPANY or TopTix. Nothing contained on the site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any COMPANY's Property without the express written permission of COMPANY or TopTix.

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Privacy:

Your access to this site and all communications between you and COMPANY (and our service providers including TopTix) are subject to COMPANY's privacy policy found here. You can browse this site without revealing your personal information. However, most of the site's services require you to provide personal information. By providing personal information, you expressly consent to the collection, use, disclosure and retention of your personal information as further described in the privacy policy. The privacy policy covers the treatment of personal or personally identifiable information by COMPANY that may be collected when you are on the Site and when you use the Site's services. Except as otherwise expressly included herein or in the privacy policy, COMPANY does not control the privacy policies of third parties and you are subject to the privacy policies of those third parties where applicable.

PRIVACY POLICY

This policy describes our practices regarding personal information collected through our Web site located at tickets.texas-show.com. In this policy, "personal information" means your name, company name, address, telephone number, and e-mail address, and "we" and "us" means tickets.texasshow.com. If you have questions or complaints regarding our privacy policy or practices, please contact us at 806-655-2181, or via email at boxoffice@texas-show.com.

If we decide to change our privacy policy, we will post those changes to this privacy policy so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it.

We reserve the right to modify this privacy policy at any time, so please review it frequently. If we make material changes to this policy, we will notify you here, by email, or by means of a notice on our home page prior to the change becoming effective.

How much information must I share?

The amount and type of information we collect from you depends on your activities and use of our Web site. Below, we explain what information we collect.

When you browse our Web site

We keep track of pages you visit to help provide you with a more personalized shopping experience.

When you make purchases through our Web site

We collect your name, billing address and payment information (such as your credit card number and expiration date) to process your order.

Cookies

A cookie is a small text file that is stored on a user's computer for record-keeping purposes. We use cookies on this site. We do not link the information we store in cookies to any personally identifiable information you submit while on our site.

We use both session ID cookies and persistent cookies. We use session cookies to make it easier for you to navigate our site. A session ID cookie expires when you close your browser. A persistent cookie remains on your hard drive for an extended period of time. You can remove persistent cookies by following directions provided in your Internet browser's "help" file.

We set a persistent cookie to store your email address, so you don't have to enter it more than once. Persistent cookies also enable us to track and target the interests of our users to enhance the experience on our site.

We collect information contained in cookies, such as your purchases and log in data, to personalize your shopping experience. Your browser must accept cookies if you wish you add items to a shopping cart.

Third Party Cookies

The use of cookies by third parties is not covered by our privacy policy. We do not have access or control over these cookies. These third parties use session ID cookies to make it easier for you to navigate our site, in order for you to use the shopping cart.

When you communicate with us through our Web site

We collect your e-mail address and the other information that you provide in order to respond to your communication.

Retaining your information

We will retain your information for as long as needed to provide you services. If you wish to request that we no longer use your information to provide you services, contact us at support@tickets.texasshow.com. We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

When you enter contests, participate in surveys, or register for other activities on our Web site

We collect your name, e-mail address and telephone number, and the other information that is required for entry or participation, which varies depending on the activity.

Is my personal information used for any other purpose?

We may use your personal information to provide products or services you have requested, respond to a communication from you, contact you, and as otherwise described in this policy.

We may occasionally send you promotional or product information. If you do not wish to receive promotional or product information, you may opt out of future communications by following the instructions in the e-mail communication.

We may also analyze and act upon your personal information as part of our standard business practices.

If you become our customer, we may send you updates on important information about our company and services.

Links to 3rd Party Sites

Our Site includes links to other Web sites whose privacy practices may differ from those of COMPANY. If you submit personally identifiable information to any of those sites, your information is governed by their privacy policies. We encourage you to carefully read the privacy policy of any Web site you visit.

Will my personal and account information be provided to any other party?

We restrict access to your personal and account information to those who need access to use it as set forth in this policy. Your personal and account information will never be sold, shared, rented or traded to third parties except under the following circumstances:

- We may disclose your personal and account information to respond to subpoenas, court orders, or other legal process, as required by law, or to establish or exercise our legal rights or defend against legal claims.
- We may disclose your personal and account information when we believe it is necessary to protect the rights, property, or safety of COMPANY, our users, or others. This includes exchanging information with other companies, organizations, or agents of the customer for fraud protection. However, this does not include selling, renting, sharing, or otherwise disclosing personally identifiable information for commercial purposes in violation of the commitments set forth in this Privacy Policy.
- Your personal and account information may also be disclosed in connection with a sale of some or all of our business or a merger with another company.

Agents/Service Providers

We use other third parties including, but not limited to, a fulfillment provider to verify, process, and fulfill orders; a shipping company to ship tickets; and a credit card processing company to bill you for goods and services. We will share your name, email address, billing and shipping address and credit card information as necessary for the third party to provide that service.

These third parties are prohibited from using your personally identifiable information for promotional purposes unless acting on behalf of COMPANY.

How can I give you feedback or contact you?

You can reach us by email boxoffice@texas-show.com or you can call us at 806-655-2181. Please note that messages become our property and, unless you direct otherwise, may be used by us for promotional purposes. tickets.texas-show.com

Attn: Privacy Policy Feedback

1514 5th Ave.

Canyon TX 79015 info@texas-show.com

Last updated on March 3, 2020

Indemnification:

You agree to indemnify, defend and hold COMPANY and TopTix, and each of its parents, affiliates, licensors, suppliers, advertisers and sponsors, and their respective employees, consultants, agents and other representatives ("Indemnified Parties") harmless from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees) and other expenses that arise directly or indirectly out of or from: (a) your breach of any of these Terms; (b) any allegation that any information you submit or transmit to the site infringes or otherwise violates the copyright, trademark, trade secret or other intellectual property or other rights of any third party; (c) any federal, state, or county tax obligation or amounts due or owing under any tax regulation, law, order or decree or any dispute concerning the tax status of COMPANY; (d) your acts or omissions in connection with your use of this Site; and (e) any claim brought by a third-party (a "Third Party Claim") against any of the Indemnified Parties in respect of which recovery may be sought under clauses (a) through (d) above. These indemnification provisions shall survive any termination of this Agreement.

Disclaimers and Limitations on Liability:

No Warranty: THE SITE, THE MATERIALS ON THE SITE AND ANY TICKET OR SERVICE OBTAINED THROUGH THE SITE IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. COMPANY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SITE, THE MATERIALS, AND ANY TICKETS OR SERVICE OBTAINED THROUGH THE SITE, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE,

NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING OR USAGE OF TRADE. COMPANY DOES NOT WARRANT THAT YOUR USE OF THE SITE WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE AND YOUR RELIANCE THEREON. COMPANY IS NOT RESPONSIBLE IN ANY WAY FOR THE ACCURACY OR SUITABILITY OF ANY PAYMENT OF TAXES TO ANY ENTITY ON YOUR BEHALF. YOUR USE OF THE SITE AND ANY MATERIALS PROVIDED THROUGH THE SITE ARE ENTIRELY AT YOUR OWN RISK. YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

Limitation of Liability: NEITHER COMPANY NOR ANY OTHER INDEMNIFIED PARTY ARE OR WILL BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS OR LOST PROFITS) UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE, THE MATERIALS ON THE SITE OR ANY TICKET OR SERVICE OBTAINED THROUGH THE SITE. WITHOUT LIMITING THE FOREGOING, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT COMPANY AND ANY OTHER INDEMNIFIED PARTY SHALL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR: (I) ANY ACTION OF ANOTHER USER TO THE SITE; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, WHETHER ARISING IN CONTRACT OR IN TORT, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, INCLUDING ANY CLAIM, CAUSE OF ACTION, OBLIGATION, LIABILITY, RIGHT, OR REMEDY WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF COMPANY; (III) ANY UNAUTHORIZED ACCESS; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE; (V) ANY BUGS, VIRUSES, WORMS, DEFECTS OR OTHER ITEMS OF A DESTRUCTIVE NATURE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY; (VI) ANY ERROR, MISTAKE, INACCURACY OR OMISSION IN ANY MATERIALS, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY MATERIALS AVAILABLE THROUGH THE SITE; AND/OR (VII) ANY LOST, STOLEN OR DAMAGED TICKETS. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SITE IS TO STOP USING THE SITE. THE MAXIMUM LIABILITY OF COMPANY, AND ANY OTHER INDEMNIFIED PARTY, AND YOUR SOLE AND EXCLUSIVE REMEDY, FOR ALL DAMAGES, LOSSES SUFFERED BY YOU AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE, SHALL BE THE TOTAL AMOUNT PAID BY YOU, IF ANY, TO ACCESS THE SITE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Allocation of Risk: You acknowledge and agree that the foregoing disclaimers and limitations of liability represent bargained for allocations of risk and that the pricing and other terms and conditions of this agreement reflect such allocation of risk.

Disputed Charges:

You are responsible for any and all legal fees incurred by you, COMPANY or TopTix associated with your disputed charges and chargebacks for purchases made, or tickets listed, on this Site.

Modification:

COMPANY has the right, in its sole discretion, to modify, suspend or discontinue any part of this Site at any time, with or without notice.

Access to the Site:

COMPANY, in its sole discretion, with or without cause, and without prior notice, may terminate your access to the Site.

Force Majeure:

COMPANY shall not be deemed in default or otherwise liable under these Terms due to its inability to perform its obligations by reason of any act of God, fire, earthquake, substantial snowstorm, flood, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, any law ordinance or regulation, legal order (unless caused by COMPANY's default hereunder), any failure or delay of any transportation, power, or communications system or any other similar cause not under COMPANY's control.

Tax:

You are responsible for paying any sales taxes that may be applicable.

Additional Provisions:

No agency, partnership, joint venture or other relationship is intended or created by your use of the Site.

If any provision of these Terms is held invalid or unenforceable under any circumstance, its application in any other circumstances and the remaining provisions shall not be affected. Further, the provision that has been deemed to be invalid or ineffective shall be enforced to the greatest extent permitted by law.

The heading at the beginning of each paragraph is for reference purposes and no way defines the scope or extent of such paragraph