

Live Nation Premium Seat Program
Terms & Conditions

The following terms and conditions, as well as any other policies, rules or guidelines that may be applicable to particular offers or features presented to you by Live Nation Worldwide, Inc. ("LN", "we" or "us"), (collectively "Terms") govern your purchase of tickets under the Premium Seat Sales program. By completing your purchase of tickets under this program, you expressly agree to these Terms, which together with your Invoice, constitute the "Agreement". We may make changes to these Terms at any time. Any changes we make will be effective immediately when we post a revised version of these Terms on AccountManager, at which time you will be prompted to accept these revised Terms at the time of your next login. The "Last Updated" date above will tell you when these Terms were last revised. By continuing to purchase and use tickets after that date, you agree to the changes.

I. Definitions

A. "Concerts" means live entertainment events at the Venue occurring during the Term, promoted and produced by LN, and do not include (i) those events which are free of charge to the general public; (ii) private events; (iii) events which have as their major focus activities and entertaining outside of the Venue's reserved and lawn seating areas, such as fairs, folk festivals and cook-offs (other than music festivals); (iv) third party venue rentals; and (v) the Warped Tour. For purposes of this Agreement, each day of a multi-day music festival shall be considered a separate Concert.

B. "Concert Season" means on or about April 1-November 1 during the calendar year of this Agreement.

C. "Concert Threshold" means the number of Concerts provided as part of Purchaser's full concert season package, in order of public announcement date by LN, as stated on your Invoice.

D. "Fee" means the amount due for a specific package as indicated on your Invoice.

E. "Force Majeure Event" means war, revolution, civil riot, disaster, acts of public enemies, blockade or embargo, strikes, any law, order, proclamation, or any other act whatsoever, which is beyond the reasonable control of either of us.

F. "Opt-Out Additional Tickets" means the number of tickets equal to the number of Seats you purchased at the Venue to each additional Concert above the Concert Threshold.

G. "Opt-In Per Concert Price" means the per-Concert price set forth on your Invoice.

H. "Opt-In Threshold Credit" means an amount equal to the difference between the number of Concerts that occurred during the Concert Season and the Concert Threshold, *multiplied by* the Opt-In Per Concert Price per Concert.

I. "Opt-Out Per Concert Price" means the per-Concert price set forth on your Invoice.

J. "Opt-Out Threshold Credit" means an amount equal to the difference between the number of Concerts that occurred during the Concert Season and the Concert Threshold, *multiplied by* the Opt-Out Per Concert Price per Concert.

- K. "Invoice" means the document that details the purchase of your Premium Seat Sales package.
- L. "Marks" means our company and Venue names and logos.
- M. "Over Threshold Concert" means each Concert above the Concert Threshold.
- N. "Seat" means the physical seat(s) detailed on the Invoice to which these Terms are attached.
- O. "Term" means the period beginning on the Effective Date until December 31 of the calendar year of this Agreement.
- P. "Ticket Bank" means a deposit of funds in an amount designated on the Invoice to use toward the purchase of Concert tickets and certain VIP amenities.
- Q. "Venue" means the facility where a Concert is held.

II. General Terms

A. Seat Ownership. We own and control all rights to the Seats for all Concerts. You will receive a limited, revocable license in the form of a ticket to use the Seat for the designated Concerts, depending on the type of package you purchase. Your license is subject to all rules, regulations and policies related to Concert tickets as established by us and the Venue. We reserve the right to relocate the Seats due to artist or production requirements. No rights or obligations, including without limitation renewal, are created or conferred on either party beyond these Terms. Licenses are issued and may be renewed at our sole discretion. If applicable, we will provide you with a designated number of complimentary parking passes for each Concert (other than music festivals). The number of complimentary parking passes available for music festivals may vary. Each parking pass is good for one (1) vehicle. Complimentary parking is available on a first come, first served basis. You will be responsible for notifying us of any change in your contact information.

B. Use of Tickets. You may not use tickets in any connection whatsoever with any advertising, promotion (including contests and sweepstakes) or other commercial or trade purposes without our express written consent. Non-compliance with the preceding may result in termination of your purchase and forfeiture of any prepaid Fees, and we shall retain the right to pursue any and all other legal rights and remedies afforded us. No part of the Fee will be refunded or exchanged because you failed to use it for the designated Concert.

C. Resale. Nothing in this Agreement restricts your ability to post tickets acquired pursuant to this Agreement on TM+ (Fan-to-Fan) and any other resale marketplace, provided that:

1. If you post your tickets for sale in a resale marketplace, you must also post them for sale on TM+ (Fan-to-Fan). Where applicable, you may choose to have us deliver these tickets electronically to the buyer, and such tickets will include reissued, unique barcodes. Note that VIP amenities (including VIP club and parking) are not transferrable.

2. You may not re-sell or advertise for resale any Concert tickets on Venue property or prior to any public on-sale.

3. You may not use our Marks (or any other similar marks), and must use best efforts to prevent your affiliates from using our Marks (or any other similar mark), to advertise the resale of tickets you receive under the

Agreement, including without limitation via Google AdWords, an internet URL and any Venue "fan" or informational website.

4. There will be a minimum five dollar (\$5.00) per ticket fee for all tickets printed and mailed out by us if you are otherwise able to obtain your tickets via AccountManager.

5. Certain maximum resale premiums and restrictions may apply in some states and we cannot be responsible for providing legal advice regarding resale or pricing of tickets. You are responsible for complying with all applicable ticket resale laws.

D. Venue Policies. You and each of your guests and invitees shall comply with all policies established from time to time by us and the Venue. Any person acting in a manner that threatens the general peace and security of any Concert, including without limitation using foul or abusive language, appearing intoxicated or otherwise displaying rowdy or inconsiderate behavior, is subject to ejection. If you or any of your guests or invitees fail to maintain proper decorum during a Concert or fail to comply with any of our or Venue policies, we may terminate the Agreement for your breach.

E. Payments.

1. You are responsible for paying all Fees by the due dates set forth in the Invoice. If we do not receive any payment within ten (10) business days after its applicable due date, the amount past due will accrue interest at the maximum rate allowed by law, and you must additionally pay a late fee in an amount equal to two percent (2%) of the amount that is past due. If you fail to pay the Fees due, we may, in our discretion, (i) withhold tickets to the Seat(s) until all past due amounts have been paid, or (ii) terminate the Agreement due to your breach. In each case, without limiting any of our other rights or remedies, we will have the right to resell the tickets. The foregoing will not relieve you of your obligation to pay any outstanding balances. The refund provisions of the Live Nation Fan Guarantee do not apply to the Agreement, and we will not issue exchanges or refunds for lost, stolen, damaged or destroyed tickets.

2. You agree that you will not attempt to evade, avoid, or circumvent any refund prohibitions in any manner with regard to your tickets. Without limiting the foregoing, you will not contact us or the Venue to seek a refund or exchange when that is prohibited hereunder or by our policies or those of the Venue, and you will not dispute or otherwise seek a "chargeback" from the company whose credit card you used to purchase tickets. Should you do so, your tickets may be canceled, and we may, in our 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 handling charge. We may also require you to make all future payments in the form of guaranteed funds (money order, cashier's check or wire transfer). If we issue you a refund for a ticket due to a canceled or postponed event, we will issue a refund of the price you paid for the ticket. In no event will delivery charges or any other 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. We will not be liable for travel or any other expenses that you or anyone else incurs in connection with a canceled or postponed event.

3. If you pay us by check, reference your name on the check and make the check payable to:

Live Nation Worldwide, Inc.
Attn: Accounts Receivable
Dept. LA23625
Pasadena, California 91185-3625

F. Assignment. You may not assign or transfer this Agreement, whether voluntary or by gift, bequest or operation of law, without our express written consent. Any assignment in violation of this section shall be deemed void.

G. Force Majeure. The failure of either you or us to comply with these Terms, other than the payment of Fees, due to a Force Majeure Event will not be deemed a breach of this Agreement.

H. Change of Status, Control or Purpose of Venue. In the event the Venue is closed or sold or if we cancel all or part of a Concert Season for any reason whatsoever, other than a force majeure event, then we will refund to you your unearned portion of the total Fee you paid, if any.

I. Termination. In addition to any other termination provisions in this Agreement, if we terminate this Agreement due to your breach of Sections II.B-F, you agree to pay us liquidated damages in the amount equal to the balance remaining on the applicable Invoice(s) at the time of such termination. If we terminate this Agreement for any reason other than due to your breach, we will refund to you your unearned portion of the total Fee you paid, if any.

J. Assumption of Risk. You voluntarily assume all risks and danger incidental to the Concert for which the ticket is issued, whether occurring before, during or after the Concert, and you waive any claims for personal injury or death against us, the Venue, artists, other attendees or participants, and all of our respective parents, affiliated entities, agents, officers, directors, owners and employees on behalf of yourself and any accompanying guest or invitee. You bear all risks of inclement weather.

K. Recording, Transmission and Exhibition. You agree that the Concert for which you purchase tickets is a public event, that your appearance and actions inside and outside the Venue where the Concert occurs are public in nature, and that you have no expectation of privacy with regard to your actions or conduct at the Concert. You grant permission to us and the Concert 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 Concert (regardless of whether before, during or after 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.

L. You Are Subject to Search. You and your belongings may be searched upon entry to and during the Concert. 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 Concert without refund or other compensation. Under certain Venue rules, certain items may not be brought into the premises, including without limitation, alcohol, drugs, controlled substances, cameras, recording devices, laser pointers, strobe lights, irritants (e.g., artificial noisemakers), bundles and containers.

M. Limitation of Liability. IN NO EVENT WILL WE OR THE CONCERT PROVIDERS, SUPPLIERS, ADVERTISERS AND SPONSORS, BE RESPONSIBLE OR LIABLE TO YOU OR ANYONE ELSE FOR, AND YOU HEREBY KNOWINGLY AND EXPRESSLY WAIVE ALL RIGHTS TO SEEK, DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE OTHER THAN OUT OF POCKET EXPENSES, AND ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, ARISING OUT OF OR IN CONNECTION WITH THE THIS AGREEMENT AND ANY SEAT OR TICKET, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER THE CLAIM IS BASED UPON ANY CONTRACT, TORT, OR OTHER LEGAL OR EQUITABLE THEORY. WITHOUT LIMITING THE FOREGOING, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT WE WILL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR (a) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER,

WHETHER ARISING IN CONTRACT OR IN TORT, RESULTING FROM YOUR ACCESS TO AND USE OF A SEAT OR TICKETS, OR (f) ANY LOST, STOLEN OR DAMAGED TICKETS, OR THE FAILURE OF A FACILITY TO HONOR A TICKET. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THE ALLOCATION OF RISK BETWEEN US IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN US. OUR AGGREGATE LIABILITY ARISING OUT OF THESE TERMS OR THE USE OF THE SITE WILL NOT EXCEED THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS. IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE. OUR LIABILITY WILL BE LIMITED UNDER THIS PARAGRAPH TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND THE PROVISIONS OF THIS PARAGRAPH WILL NOT APPLY TO THE EXTENT APPLICABLE LAW PERMITS THE RECOVERY OF DAMAGES, ATTORNEYS' FEES OR COSTS OTHERWISE PROHIBITED UNDER THIS PARAGRAPH. THE PROVISIONS OF THIS PARAGRAPH THAT (A) PROHIBIT DAMAGES TO BE MULTIPLIED OR OTHERWISE INCREASED, (B) IMPOSE A DAMAGES LIMITATION OF THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS, AND (C) PROHIBIT THE RECOVERY OF ATTORNEYS' FEES AND COSTS, DO NOT APPLY IN CERTAIN STATES, INCLUDING WITHOUT LIMITATION NEW JERSEY, TO CLAIMS BROUGHT UNDER STATUTES PERMITTING SUCH RECOVERY.

N. Indemnification. If anyone brings a claim against us related to your or your guest's or invitee's use of the Seats or tickets or your violation of these Terms, you agree to indemnify, defend and hold us and our affiliated companies, Concert providers, suppliers, advertisers and sponsors, and each of our officers, directors, employees, and agents, harmless from and against any and all claims, damages, losses and expenses of any kind (including reasonable legal fees and costs). We reserve the right to take exclusive control and defense of any claim, and you will cooperate fully with us in asserting any available defenses.

O. Applicable Law. This Agreement will be governed by and construed according to the laws of the state where the Venue(s) is located, without regard to the conflict of laws or provisions thereof. You submit to the personal and subject matter jurisdiction of the state and federal courts located in such state, which shall be the exclusive venue for any dispute.

P. Disputes, Including Mandatory Arbitration and Class Action Waiver. Any dispute or claim relating in any way to the Agreement will be resolved by binding arbitration rather than in court. In the event that the arbitration agreement in these Terms is for any reason held to be unenforceable, any litigation against us must be commenced only in a federal or state court located within Los Angeles County, California, and we both consent to the jurisdiction of those courts for such purposes. The arbitration agreement in these Terms is governed by the Federal Arbitration Act (FAA), including its procedural provisions, in all respects. This means that the FAA governs, among other things, the interpretation and enforcement of this arbitration agreement and all of its provisions, including, without limitation, the class action waiver discussed below. State arbitration laws do not govern in any respect. This arbitration agreement is intended to be broadly interpreted, and will survive termination of these Terms. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to the extent permitted by law to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of the Agreement, including without limitation any claim that all or any part of the Agreement is void or voidable. The arbitration will be conducted by JAMS under its Streamlined Arbitration Rules and Procedures or, if applicable, its Comprehensive Arbitration Rules and Procedures, and any applicable supplemental rules. We each agree that the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding, and that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. **You agree to waive any right to a jury trial or to participate in a class action.** If this specific provision is found to be unenforceable, then the entirety of this arbitration section will be null and void and neither of us will be entitled to arbitrate our dispute.

Q. Notices. Any notice or other communication under the Agreement will be in writing and will be effective upon the earlier of actual receipt, five (5) days following deposit into the United States mail (certified mail, return receipt requested), the next business day following deposit with a nationally recognized overnight courier service,

or the same day following transmission of a legible facsimile copy or email during regular business hours (with the original thereof posted first-class mail, postage prepaid, within two (2) business days thereafter), in each case with any delivery fees pre-paid.

R. Waiver. If you or we fail to enforce any of the provisions of the Agreement or any rights, or fail to exercise any election provided in the Agreement, it will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of the Agreement.

S. No Representation or Warranty by LN. There is no verbal agreement or other understanding between you and us, and LN makes no warranties or representations, regarding the number of Concerts to be held during the Concert Season(s) covered by this Agreement.

T. Severability. In the event that any term or provision of the Agreement is held to be invalid, void or unenforceable, then the remainder of the Agreement shall not be affected, impaired or invalidated, and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

U. Entire Agreement. The Agreement, including the Invoice, constitutes the entire understanding between us and supersedes all prior and contemporaneous representations, proposals, discussions, and communications, whether oral or in writing.

III. Terms Applicable to Full Concert Season Packages

A. Grant of Rights.

1. Venues with "Flat Rate" Pricing. You will have the exclusive right to receive one (1) ticket per Seat and any applicable VIP amenities, as stated on your Invoice, at all Concerts at the Venue during the Concert Season. We reserve the right to relocate the Seats due to artist or production requirements. You will be required to pay the full Fee indicated on your Invoice regardless of the number of Concerts held during the Concert Season or the number of Concert tickets you actually use.

2. Venues with "Opt-In" Pricing. You will have the exclusive right to receive one (1) ticket per Seat and any applicable VIP amenities, as stated on your Invoice, at all Concerts at the Venue during the Concert Season. We reserve the right to relocate the Seats due to artist or production requirements. If fewer Concerts than the Concert Threshold occur during the Concert Season, you will receive an Opt-In Threshold Credit toward the purchase of a Premium Seat Sales product for the following Concert Season. In the alternative, you may request in writing that the Opt-In Threshold Credit be paid by check (if the original payment method was cash or check) or refunded to the credit or debit card originally used following the conclusion of the Concert Season. You agree to pay us the Opt-In Per Concert Price for each Over-Threshold Concert. You authorize us to charge the Opt-In Per Concert Price to the credit card on file for your Invoice without further notice to you. If a valid credit card is not on file, you agree to pay the Opt-In Per Concert Price by the deadline we set, which will be no fewer than seven (7) days after tickets are placed on sale to the general public.

3. Venues with "Opt-Out" Pricing. You will have the exclusive right to receive one (1) ticket per Seat and any applicable VIP amenities, as stated on your Invoice, at the defined number of Concerts in the Concert Threshold. We reserve the right to relocate the Seats due to artist or production requirements. If fewer Concerts occur during the Concert Season, you will receive an Opt-Out Threshold Credit toward the purchase of a Premium Seat Sales product for the following Concert Season. In the alternative, you may request in writing that the Opt-Out Threshold Credit be paid by check (if the original payment method was cash or check) or refunded to the credit or debit card originally used following conclusion of the Concert Season. You will have the right to purchase certain

Opt-Out Additional Tickets. We will attempt to provide your Opt-Out Additional Tickets in the Seats, subject to availability and artist approval, but cannot guarantee that the Seats will be available. You will have the right to purchase Opt-Out Additional Tickets at the then-current pricing, as communicated to you by us. Any Opt-Out Additional Tickets must be purchased by the deadline we set, which is typically no later than seven (7) days after tickets are placed on sale to the general public.

4. **Additional Tickets.** Subject to availability and artist approval, you may have the right to purchase additional tickets to each Concert at the Venue. Additional tickets are separate from any other tickets you purchase via your Invoice. Additional tickets may be purchased at the published price plus applicable taxes and fees. Additional tickets must be purchased no later than seven (7) days after tickets are placed on sale to the general public or by the deadline we set.

B. **Renewal.** We may invite you to renew the Agreement for the following Concert Season. You must confirm your acceptance of our renewal offer within the period designated in the renewal offer. Any renewal will be subject to the same terms and conditions offered to other purchasers at that time. We cannot guarantee that you will have the right to renew the Agreement or, if you renew, that you will receive the same Seats.

C. **Termination.** If you notify us of your intent to terminate the Agreement without cause or if we terminate the Agreement due to your breach (each, "Your Termination"), you must pay us the Termination Fee set forth below and we will be released from all further obligations and liabilities to you under the Agreement. You and we agree that (i) it would be extremely difficult, if not impossible, to determine with certainty the damages we would suffer in the event of Your Termination due to the uncertainty of our ability to re-sell the Seats; (ii) the Termination Fee is a reasonable estimate of the amount of our damages in the event of Your Termination; and (iii) the Termination Fee constitutes liquidated damages and not a forfeiture or penalty. Your payment of the Termination Fee shall be in lieu of all other monetary damages that may be payable by you to us as a result of Your Termination. For purposes of this section, the Termination Fee shall mean all then-outstanding Fees for tickets and VIP amenities that you already ordered and/or used, plus a percentage of the total Fees due under the Agreement for the upcoming Concert Season, as set forth below:

Number of Days Your Termination Occurs Prior to the Concert Season Start Date	Percentage of Fees Due
120 or more	10%
60 to 119	20%
31 to 59	25%
1 to 30	30%
Number of Days Purchaser Termination Occurs During the Concert Season	Percentage of Fees Due
1 to 30	40%

31 to end	50%
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D. Cancellation or Postponement of a Concert.

1. Venues with "Flat Rate" Pricing: If one or more Concerts during the Concert Season is, for any reason, cancelled or postponed and rescheduled for a date outside of the Term, you are in no way relieved of your obligation to pay us the total Fee stated in the Invoice, nor will you receive a refund or discount of the total Fee stated in the Invoice. For rescheduled Concerts, you will not be entitled to use the Seats unless the rescheduled Concert falls within the Term.

2. Venues with "Opt-In" Pricing: If one or more Concerts during the Concert Season is, for any reason, cancelled or postponed and rescheduled for a date outside of the Term, you will receive, as applicable and upon request, a Threshold Credit or a refund of the Opt-In Concert Price. If paper tickets were issued prior to a cancelled or postponed Concert, then we may ask you to return the paper tickets for the cancelled or postponed Concert before we issue a Threshold Credit or refund.

3. Venues with "Opt-Out" Pricing: If one or more Concerts during the Concert Season is, for any reason, cancelled or postponed and rescheduled for a date outside of the Term, you will receive replacement tickets to the next Concert we publicly announce in addition to the number of Concerts we had previously announced for the Concert Season, based on availability. If no other Concerts are available in the Concert Season, then you will receive a Threshold Credit. If paper tickets were issued prior to a cancelled or postponed Concert, then we may ask you to return the paper tickets for the cancelled or postponed Concert before we issue a Threshold Credit.

IV. Terms Applicable to Series Packages

A. Grant of Rights. You will have the exclusive right to use the Seats to the selected Concerts and the applicable VIP amenities at the Venue for each Concert in the series during the Concert Season. Series Packages must consist of a minimum of three (3) Concerts. Only one Concert of an artist's multi-night run may be included in the series, unless otherwise communicated to you by us. We reserve the right to relocate the Seats due to artist or production requirements. Cancellation of a Concert or postponement of a Concert outside of the Term in no way relieves you of your obligation to make full payment of the Fee amount stated on the Invoice.

B. Termination. If you notify us of your intent to terminate the Agreement without cause or if we terminate the Agreement due to your breach (each, "Your Termination"), you must pay us the Termination Fee set forth below and we will be released from all further obligations and liabilities to you under the Agreement. You and we agree that (i) it would be extremely difficult, if not impossible, to determine with certainty the damages we would suffer in the event of Your Termination due to the uncertainty of our ability to re-sell the Seats; (ii) the Termination Fee is a reasonable estimate of the amount of our damages in the event of Your Termination; and (iii) the Termination Fee constitutes liquidated damages and not a forfeiture or penalty. Your payment of the Termination Fee shall be in lieu of all other monetary damages that may be payable by you to us as a result of Your Termination. For purposes of this section, the Termination Fee shall mean all then-outstanding Fees for tickets and VIP amenities that you already ordered and/or used, plus a percentage of the total Fees due under the Agreement for the upcoming Concert Season, as set forth below:

Number of Days Your Termination Occurs Prior to the Concert Season Start Date	Percentage of Fees Due
120 or more	10%
60 to 119	20%
31 to 59	25%
1 to 30	30%
Number of Days Purchaser Termination Occurs During the Concert Season	Percentage of Fees Due
1 to 30	40%
31 to end	50%

C. Cancellation or Postponement of a Concert. If one or more Concerts during the Concert Season is, for any reason, cancelled or postponed and rescheduled for a date outside of the Term, you will receive replacement tickets to a mutually agreed upon Concert on the remaining schedule, subject to availability. If you and we are not able to agree on a replacement Concert, you will receive replacement tickets to the next available Concert. If there are no more available Concerts for you to select as a replacement, then you will receive a refund equal to the cost of the tickets and any VIP amenities for the canceled or postponed Concert. For those postponed Concerts originally scheduled during the Term, you will not be entitled to use the Seats unless the rescheduled Concert falls within the Term.

V. Terms Applicable to Single Concert Packages (fka Personal Seat License)

A. Grant of Rights. You will have the exclusive right to purchase one (1) ticket per Seat to all Concerts at the Venue during the Concert Season during a specified time period. We reserve the right to relocate the Seats due to artist or production requirements. You must pay the amounts due for all tickets in addition to your Fee. You must pay your Fee in full before you will be permitted to place any ticket orders. We will notify you of the Concert schedule, ticket prices (including applicable taxes and fees) and time period within which you may purchase tickets. If you do not purchase tickets during the specified time period, your exclusive rights to the Seats will expire.

B. Renewal. We may invite you to renew the Agreement for the following Concert Season. You must confirm your acceptance of our renewal offer within the period designated in the renewal offer. Any renewal will be subject to the same terms and conditions offered to other purchasers at that time. We cannot guarantee that you will have the right to renew the Agreement or, if you renew, that you will receive the same Seats.

C. Cancellation or Postponement of a Concert. If one or more Concerts during the Concert Season is, for any reason, cancelled or postponed and rescheduled for a date outside of the Term, we will provide you with

replacement tickets or refund you the price you paid for the original tickets, at our discretion. For those postponed Concerts originally scheduled during the Term, you will not be entitled to use the Seats unless the rescheduled Concert falls within the Term. Cancellation of a Concert or postponement of a Concert outside of the Term in no way relieves you of your obligation to make full payment of the Fee amount stated on the Invoice.

VI. Terms Applicable to VIP Ticket Banks

A. Grant of Rights. Throughout the Term, you will have the right to use your Ticket Bank to purchase tickets and certain VIP amenities to Concerts at the Venue. All ticket and VIP amenity purchases will be deducted from the Ticket Bank, including any applicable service fees and taxes. The number of tickets and VIP amenities per Concert which may be purchased against the Ticket Bank will be based on availability at the time of your request and any applicable artist or Venue restrictions. Ticket and VIP amenity orders will be processed only if the Ticket Bank has a value greater than or equal to your order, including service fees and applicable taxes. You forfeit any amount remaining in the Ticket Bank at the end of the Term.

B. Cancellation or Postponement of a Concert. If one or more Concerts during the Concert Season is, for any reason, cancelled or postponed and rescheduled for a date outside of the Term, you will receive replacement tickets to a mutually agreed upon Concert on the remaining schedule, subject to availability. If you and we are not able to agree on a replacement Concert, you will receive replacement tickets to the next available Concert. If there are no more available Concerts for you to select as a replacement, then you will receive a refund equal to the cost of the tickets and any VIP amenities for the canceled or postponed Concert. For those postponed Concerts originally scheduled during the Term, you will not be entitled to use the Seats unless the rescheduled Concert falls within the Term.

VII. Venue Membership

A. Grant of Rights. You will have the right to purchase one (1) ticket per membership Fee to all Concerts at the Venue during the Concert Season during a specified time period prior to the public on-sale date. The Fee is in addition to the cost of any tickets you purchase under the Agreement. You must pay your Fee in full before you will be permitted to place any ticket orders. If you do not purchase tickets during the specified time period, your exclusive rights will expire. We will notify you of the Concert schedule, ticket prices (including applicable taxes and fees) and time period within which you may purchase tickets. We cannot guarantee a specific seat location, but your seats will be within a designated section of the Venue. Any reserved seating tickets will be assigned randomly on the same day among all purchasers who have purchased tickets for the same Concert. Tickets shall be sold on a first come, first served basis among all purchasers during the specified time period.

B. Renewal. We may invite you to renew the Agreement for the following Concert Season. You must confirm your acceptance of our renewal offer within the period designated in the renewal offer. Any renewal will be subject to the same terms and conditions offered to other purchasers at that time. We cannot guarantee that you will have the right to renew the Agreement or, if you renew, that you will receive the same Seats.

C. Cancellation or Postponement of a Concert. If one or more Concerts during the Concert Season is, for any reason, cancelled or postponed and rescheduled for a date outside of the Term, we will provide you with replacement tickets or refund you the price you paid for the original tickets, at our discretion. Cancellation of a Concert or postponement of a Concert outside of the Term in no way relieves you of your obligation to make full payment of the Fee amount stated on the Invoice.