TERMS AND CONDITIONS

Insomniac Shop
P.O. Box 33315, Los Angeles, CA 90033
Support@insomniacshop.com

Last Updated: November 14, 2016

Welcome! The following are the terms of use ("Terms") that govern your use of the websites and applications where this appears (collectively, the "Site"). Our Privacy Policy and any other policies, rules or guidelines that may be applicable to particular offers or features on the Site are also incorporated into these Terms. By visiting or using the Site, you expressly agree to these Terms, as updated from time to time.

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 the Site. The "Last Updated" date above will tell you when these Terms were last revised. By continuing to use this Site after that date, you agree to the changes.

While some of the products listed on the Site may appeal to children, the Site is not targeted at children under the age of 13, and they are not permitted to use the Site. We strongly encourage all parents and guardians to monitor the Internet use by their children. If you use the Site, you affirm you are at least 13 years old.

Account Registration

You may browse the Site without registering for an account. You may be required to register for an account to use certain features of the Site. Your account username may not include the name of another person with the intent to impersonate that person, or be offensive, vulgar or obscene. Your account username and password are personal to you. You will be responsible for the confidentiality and use of your username and password, and for all activities (including purchases) that are conducted through your account. You may not transfer or sell access to your account. We will not be liable for any harm related to disclosure of your username or password or the use by anyone else of your username or password. You may not use another user's account without that user's permission. You will immediately notify us in writing if you discover any unauthorized use of your account or other account-related security breach. We may require you to change your username and/or password if we believe your account is no longer secure or if we receive a complaint that your username violates someone else's rights. You will have no ownership in your account or your username. We may refuse registration, cancel an account or deny access to the Site for any reason.

Code of Conduct

You agree that you will comply with all applicable laws, rules and regulations, and that you will not:

- Restrict or inhibit any other person from using the Site;
- Use the Site for any unlawful purpose;
- Express or imply that any statements you make are endorsed by us, without our prior written consent;
- Impersonate any person or entity, whether actual or fictitious, including any employee or representative of our company;
- Submit (a) any content or information that is unlawful, fraudulent, libelous, defamatory, or otherwise objectionable, or infringes our or any third party's intellectual property or other rights; (b) any non-public information about companies without authorization; or (c) any advertisements, solicitations, chain letters, pyramid schemes, surveys, contests, investment opportunities or other unsolicited commercial communication;
- Submit, or provide links to, any postings containing material that could be considered harmful, obscene, pornographic, sexually explicit, indecent, lewd, violent, abusive, profane, insulting, threatening, harassing, hateful or otherwise objectionable, includes the image or likeness of individuals under 18 years of age, encourages or otherwise depicts or glamorizes drug use (including alcohol and cigarettes), characterizes violence as acceptable, glamorous or desirable, or contains any personal contact information or other personal information identifying any third party;
- Submit, or provide links to, any postings containing material that harasses, victimizes, degrades, or intimidates an individual or group of individuals on the basis of religion, race, ethnicity, sexual orientation, gender, age, or disability;
- Engage in spamming or flooding;
- Harvest or collect information about Site users;

- Use any password or code to participate in a presale or other offer on the Site if you did not receive the password or code from us or if you violate the terms of the presale or offer;
- Use any area of the Site for commercial purposes, such as to conduct sales of tickets, products or services.

Ownership of Content and Grant of Conditional License

The Site and all data, text, designs, pages, print screens, images, artwork, photographs, audio and video clips, and HTML code, source code, or software that reside or are viewable or otherwise discoverable on the Site (collectively, the "Content") are owned by us or our licensors. We own a copyright and, in many instances, patents and other intellectual property in the Site and Content. We may change the Content and features of the Site at any time.

We grant you a limited, conditional, no-cost, non-exclusive, non-transferable, non-sublicensable license to view this Site and its Content as permitted by these Terms for non-commercial purposes only if, as a condition precedent, you agree that you will not:

- Submit any software or other materials that contain any viruses, worms, Trojan horses, defects, date bombs, time bombs or other items of a destructive nature;
- Manipulate identifiers, including by forging headers, in order to disguise the origin of any posting that you submit;
- Link to any portion of the Site other than the URL assigned to the home page of the Site;
- "Frame" or "mirror" any part of the Site;
- Modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Site or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Content;
- Remove any copyright, trademark or other proprietary rights notices contained on the Site;
- Use any robot, spider, offline reader, site search/retrieval application or other manual or automatic device, tool, or process to retrieve, index, data mine or in any way reproduce or circumvent the navigational structure or presentation of the Content or the Site, including with respect to any CAPTCHA displayed on the Site. Operators of public search engines may use spiders to copy materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. We may revoke this exception at any time and require removal of archived materials gathered in the past;
- Use any automated software or computer system to search for, reserve, buy or otherwise obtain discount codes, promotional codes, vouchers, gift cards or any other items available on the Site, including sending information from your computer to another computer where such software or system is active;
- Take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our infrastructure;
- Access, reload or refresh transactional pages, or make any other request to transactional servers, more than once during any three-second interval;
- Request more than 1,000 pages of the Site in any 24-hour period, whether alone or with a group of individuals;
- Make more than 800 reserve requests on the Site in any 24-hour period, whether alone or with a group of individuals;
- Reproduce, modify, display, publicly perform, distribute or create derivative works of the Site or the Content;
- Use the Site or the Content in an attempt to, or in conjunction with, any device, program or service designed to circumvent any technological measure that effectively controls access to, or the rights in, the Site and/or Content in any way including, without limitation, by manual or automatic device or process, for any purpose.

This license is expressly conditioned on your preexisting agreement to comply with, and your actual compliance with, each of the provisions described in this Ownership of Content and Grant of Conditional License section. This license exists only so long as you strictly comply with each of the provisions described in this section. Any use of the Site or Content by you or anyone acting on your behalf that does not strictly comply with each and every provision in this section exceeds the scope of the license granted to you herein, constitutes unauthorized reproduction, display, or creation of unauthorized derivative versions of the Site and Content, and infringes our copyrights, trademarks, patents and other rights in the Site and Content. You will not acquire any ownership rights by using the Site or the Content.

The registered and unregistered trademarks, logos and service marks displayed on the Site are owned by us or our licensors. You may not use our trademarks, logos and service marks in any way without our prior written permission. You may inquire about obtaining permission by writing:

Insomniac Holdings, LLC
P.O. Box 33315, Los Angeles, CA 90033
Attn: Legal

Forums and User Content

We may host fan reviews, message boards, blog feeds, social media feeds and other forums found on the Site (collectively, "Forums"), and you may be able to submit suggestions, reviews, concepts, audio and video recordings, photographs, artwork or other materials to the Forums or other areas of the Site ("User Content").

By submitting User Content, you certify that you are at least 18 years old, or you are at least 13 years old and have obtained your parent's or legal guardian's express consent to submit User Content.

You own all rights to your User Content. If you submit User Content to the Site, you grant us a worldwide, non-exclusive, transferable, sublicenseable, royalty-free right and license to use, reproduce, modify, create derivative works of, distribute, publicly perform, display, archive and commercialize your User Content, in our sole discretion, in all formats and in all media channels now known or hereinafter discovered, without any compensation or acknowledgment to you or anyone else. This license will not affect your ownership in your User Content, including the right to grant additional licenses to your User Content, except if it conflicts with these Terms. We are not obligated to post, display or otherwise use any User Content, or to attribute your User Content to you. You will not make or authorize any claim against us that our use of your User Content infringes any of your rights.

Statements, opinions and reviews posted by participants in a Forum may be inaccurate, offensive, obscene, threatening or harassing. We do not endorse and are not responsible for these postings. We will not be liable for any loss or harm caused by the posting or your reliance on information obtained through the postings.

You will be responsible for your User Content and the consequences of posting it. By submitting User Content, you represent to us that (i) you own, or have the necessary permission to submit the User Content and to grant the licenses to us under this section, and (ii) you have the written permission of every identifiable person in the User Content to use that person's name and likeness in the manner contemplated by the Site and these Terms or, if the person is a minor, the written permission of the minor's parent or legal guardian.

We will have the right (but not the obligation) to monitor the Site, the Forums and the User Content, and to disclose any User Content and the circumstances surrounding its submission in order to operate the Site properly, or to protect ourselves, our sponsors and our users, or to comply with legal obligations or governmental requests.

If we are notified that your User Content does not comply with these Terms, we may investigate the allegation and may decide to remove your User Content and cancel your account. We may also hold you liable for any User Content that infringes the rights of a third party, and require you to pay or reimburse us for any amounts we believe are necessary to resolve any complaint.

Claims of Copyright Infringement on the Site

Under the Digital Millennium Copyright Act of 1998 (the "DMCA") if you believe in good faith that any content on the Site infringes your copyright, you may send us a notice requesting that the content be removed. The notice must include: (a) your (or your agent's) physical or electronic signature; (b) identification of the copyrighted work on our Site that is claimed to have been infringed (or a representative list if multiple copyrighted works are included in one notification); (c) identification of the content that is claimed to be infringing or the subject of infringing activity, including information reasonably sufficient to allow us to locate the content on the Site; (d) your name, address, telephone number and email address (if available); (e) a statement that you have a good faith belief that use of the content in the manner complained of is not authorized by you or your agent or the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that you or your agent is authorized to act on behalf of the copyright owner. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, you may send us a counter-notice. You may read more information about the DMCA at http://www.loc.gov/copyright.

Notices and counter-notices should be sent to Legal Department, Insomniac Holdings, LLC, P.O. Box 33315, Los Angeles, CA 90033. There can be penalties for false claims under the DMCA. We suggest that you consult your legal advisor before filing a notice or counter-notice.

It is our policy to terminate, in appropriate circumstances, the access rights to the Site of repeat infringers.

Links

The Site contains links to other websites that may not be owned or operated by us. The fact that we may link to those websites does not indicate any approval or endorsement of those websites. We have no control over those websites. We are not responsible for the content of those websites, or the privacy practices of those websites. We strongly encourage you to become familiar with the terms of use and practices of any linked website. Your use of other websites is at your own risk and is subject to the terms of those websites. It is up to you to take precautions to ensure that whatever links you select or software you download (whether from the Site or other sites) is free of viruses, worms, Trojan horses, defects, date bombs, time bombs and other items of a destructive nature.

Parental Controls

We cannot prohibit minors from visiting our Site, and must rely on parents and guardians to decide what materials are appropriate for children to view and purchase. There are parental control protections (such as computer hardware, software or filtering services) available that may assist you in limiting access to material that is harmful to minors. You can find information about parental controls at http://onguardonline.gov. We do not endorse the products or services listed at this website.

Access from Outside the United States

The Site is directed to people residing in the United States. We do not represent that Content available on or through the Site is appropriate or available in other locations. We may limit the availability of the Site or any service or product described on the Site to any person or geographic area at any time. If you choose to access the Site from outside the United States, you do so at your own risk.

Rules for Sweepstakes, Contests and Games

In addition to these Terms, sweepstakes, contests, games or other promotions (collectively, "Promotions") made available through the Site may have specific rules that are different from these Terms. By participating in a Promotion, you will become subject to those rules. We urge you to review the rules before you participate in a Promotion. Promotion rules will control over any conflict with these Terms.

Purchases

Products may be purchased while supplies last. Our creation or transmission of an order confirmation does not signify acceptance of your order, nor does it constitute a binding confirmation of an offer to sell any product. We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event we make a change to or cancel an order, we will attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors. If you are unsatisfied with a product, you may return it in accordance with our return policy.

We have made every effort to display as accurately as possible the colors and styles of our products that appear on the Site. We cannot guarantee that your computer monitor's display of any color or style will be accurate.

Occasionally there may be information on our Site that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, promotions, offers, and availability. We reserve the right to correct any errors, inaccuracies or omissions and to change or update information or cancel orders if any information on the Site is inaccurate at any time without prior notice (including after you have submitted your order).

Please note, all international packages may be subject to duties and taxes. The limits for duty-free packages are established by your local customs authorities. Please check your local customs website for more information.

Refund Policy

In the event you want to return or exchange an item, please go to the Contact Us page, and we will send you the complete step-by-step instructions within 48 hours, Monday-Friday.

You may return or exchange certain regular, non-sale priced items for a full or partial refund, depending on the type of item. Sale priced items or items marked “final sale” are not eligible for returns or exchanges. You may also request a replacement of defective or damaged items. Your item must be unused, in the same condition that you received it and in the

original packaging with tags attached. Returns and exchanges must be received within thirty (30) days of your order date with valid proof of purchase. All transactions are subject to a restocking fee of up to $5.00 per item, as well as the cost of return shipping.

You may not return perishable goods, gift cards, downloadable software products, and some health and personal care items. All approved refunds will be credited to the original payment source and may take up to thirty (30) days to process once the item is received, in addition to credit card processing time. If the original payment source is unavailable we reserve the right to issue an electronic gift card and transmit it to the email address provided with the order, or to issue a refund check to be mailed to the billing address provided with the order.

We may give you a partial refund on the following items:

- Books with obvious signs of use
- Opened CDs, DVDs, VHS tapes, cassette tapes, vinyl records, software and video games
- Any item not in its original condition, is damaged or is missing parts for reasons not due to our error

Violation of these Terms

We may investigate any violation of these Terms, including unauthorized use of the Site. We may provide law enforcement with information you provide to us related to your transactions to assist in any investigation or prosecution of you. We may take legal action that we feel is appropriate. You agree that monetary damages may not provide us a sufficient remedy and that we may pursue injunctive or other relief for your violation of these Terms. If we determine that you have violated these Terms or the law, or for any other reason or for no reason, we may cancel your account, delete all your User Content and prevent you from accessing the Site at any time without notice to you. If that happens, you may no longer use the Site or any Content. You will still be bound by your obligations under these Terms. You agree that we will not be liable to you or any third party for termination of your access to the Site or to your account or any related information, and we will not be required to make the Site or your account or any related information available to you. We may also cancel any order and products acquired through your order. We may refuse to honor pending and future purchases made from all accounts we believe may be associated with you, or cancel an order associated with any person we believe to be acting with you, or exercise any other remedy available to us.

You agree that your abusive use of the Site may cause damage and harm to us, including impaired goodwill, lost sales and increased expenses. You also agree that monetary damages for your abusive use of the Site are difficult to determine and that if you, or others acting with you, request more than 1,000 pages of the Site or make more than 800 reserve requests on the Site in any 24-hour period, you, and those acting with you, will be jointly and severally liable for liquidated damages in the amount of twenty-five cents ($0.25) for each page request or reserve request made during that 24-hour period which exceeds those limits.

Disclaimer of Warranties

WE PROVIDE THE SITE AND THE CONTENT TO YOU "AS IS" AND "AS AVAILABLE". WE TRY TO KEEP THE SITE UP, BUG-FREE AND SAFE, BUT YOU USE IT AT YOUR OWN RISK. ALL PRODUCTS AND SERVICES PURCHASED ON OR THROUGH THIS SITE ARE SUBJECT ONLY TO ANY APPLICABLE WARRANTIES OF THEIR RESPECTIVE MANUFACTURERS, DISTRIBUTORS AND SUPPLIERS, IF ANY. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, AND TO THE EXTENT THAT APPLICABLE LAW PERMITS THE DISCLAIMER OF EXPRESS OR IMPLIED WARRANTIES, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS AND SERVICES LISTED OR PURCHASED ON OR THROUGH THIS SITE OR THE ACCURACY OF ANY PRODUCT DESCRIPTION, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ALL LIABILITY FOR PRODUCT DEFECT OR FAILURE CLAIMS THAT ARE DUE TO NORMAL WEAR, PRODUCT MISUSE OR ABUSE, PRODUCT MODIFICATION, IMPROPER PRODUCT SELECTION, NON-COMPLIANCE WITH ANY CODES OR MISAPPROPRIATION, OR ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING OR COURSE OF PERFORMANCE OR USAGE OF TRADE. WE DO NOT GUARANTEE THAT THE SITE WILL ALWAYS BE SAFE, SECURE OR ERROR-FREE OR THAT THE SITE WILL ALWAYS FUNCTION WITHOUT DISRUPTIONS, DELAYS OR IMPERFECTIONS. WE ARE NOT RESPONSIBLE FOR THE ACTIONS OR INFORMATION OF THIRD PARTIES, AND YOU RELEASE US FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR

SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Limitation of Liability

IN NO EVENT WILL WE OR OUR 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 SITE, THE CONTENT, OR ANY PRODUCT OR SERVICE PURCHASED THROUGH THE SITE, 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) ANY FAILURE OF ANOTHER USER OF THE SITE TO CONFORM TO THE CODES OF CONDUCT, (b) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, WHETHER ARISING IN CONTRACT OR IN TORT, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SITE, (c) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (d) ANY BUGS, VIRUSES, WORMS, TROJAN HORSES, DEFECTS, DATE BOMBS, TIME BOMBS OR OTHER ITEMS OF A DESTRUCTIVE NATURE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SITE, OR (e) ANY ERRORS, MISTAKES, INACCURACIES OR OMISSIONS IN ANY CONTENT. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SITE IS TO STOP USING THE SITE. 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 GREATER OF ONE HUNDRED DOLLARS ($100) OR 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.

Indemnification

If anyone brings a claim against us related to your use of the Site, the Content, your User Content or your violation of these Terms, you agree to indemnify, defend and hold us and our affiliated companies, our 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.

Disputes, Including Mandatory Arbitration and Class Action Waiver

YOU AND WE EACH AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY DISPUTE, CLAIM, OR CONTROVERSY RELATING IN ANY WAY TO THE TERMS, YOUR USE OF THE SITE, OR PRODUCTS OR SERVICES SOLD, DISTRIBUTED, ISSUED, OR SERVICED BY OR THROUGH US—IRRESPECTIVE OF WHEN THAT DISPUTE, CLAIM, OR CONTROVERSY AROSE—WILL BE RESOLVED SOLELY BY BINDING, INDIVIDUAL ARBITRATION AS SET FORTH IN THE TERMS, RATHER THAN IN COURT. YOU AND WE THEREBY EACH AGREE TO WAIVE ANY RIGHT TO A JURY TRIAL, AND AGREE THAT YOU AND WE MAY BRING CLAIMS AGAINST EACH OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

Exceptions. The arbitration agreement and class action waiver set forth in this section shall be subject to these limited exceptions: You may assert claims in small claims court if your claims apply.

- If a claim involves the conditional license granted to you as described in the Ownership of Content and Grant of Conditional License section above, either of us may file a lawsuit 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.
- In the event that the arbitration agreement in the Terms is for any reason held to be unenforceable, any litigation against us (except for small claims court actions) may be commenced only in a federal or state court located within Los Angeles County, California, and you and we each consent to the jurisdiction of those courts for such purposes.
- You and we each retain the right to participate in class-wide settlement of claims.

Informal Dispute Resolution. You and we each recognize and agree that good faith, informal efforts to resolve disputes often result in prompt, low-cost, and mutually beneficial outcomes. Therefore, you and we each agree that, before either of us may commence an arbitration or assert a claim in small claims court, you and we will engage in the following informal dispute resolution process:

- The party seeking to initiate a claim in arbitration or small claims court ("claimant") must give written notice to the other party ("respondent"). To notify us that you intend to initiate informal dispute resolution, you must send an email to Live Nation Entertainment, Inc. at disputes@livenation.com, providing: your full name; the email address and mailing address associated with your Live Nation or Ticketmaster account; your counsel's name and contact information, if you are represented by counsel; and a brief description of your claim(s) and the relief sought. To notify you that we intend to initiate informal dispute resolution, we will email you at the email address associated with your Live Nation or Ticketmaster account and provide a brief description of our claim(s) and the relief sought, and our counsel's name and contact information.
- You and we will then personally meet and confer, via teleconference or videoconference, in a good faith effort to informally resolve any claim covered by this mutual arbitration agreement. If either you or us is represented by counsel, that counsel may participate in the informal dispute resolution conference.
- All offers, promises, conduct, and statements made in the course of the informal dispute resolution process by any party, its agents, employees, and attorneys are confidential and not admissible for any purpose in any subsequent proceeding, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the informal dispute resolution process.
- The informal dispute resolution conference shall occur within sixty (60) days of receipt of the written notice described above, unless an extension is mutually agreed upon by you and us. If, after participating in that conference, you and we have been unable to resolve the dispute, the claimant may commence an arbitration or assert a claim in small claims court in accordance with this arbitration agreement.
- Any statute of limitations will be tolled while you and we engage in the informal dispute resolution process described in this section.

Governing Law; Interpretation and Enforcement. The arbitration agreement in the Terms is governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) ("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. State arbitration laws do not govern in any respect. Further, you and we each agree that the Terms evidence a transaction involving interstate commerce, and will be governed by and construed in accordance with federal law to the fullest extent possible.**Arbitration Generally; Relief Available**. There is no judge or jury in arbitration, and court review of an arbitration award is limited pursuant to the FAA. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the Terms as a court would. For the avoidance of doubt, the arbitrator can award public injunctive relief if authorized by law and warranted by the individual claim(s).**Arbitration Proceedings and Rules.** The following rules and procedures shall apply:

- Any arbitration will be administered by New Era ADR in accordance with their Virtual Expedited Arbitration Rules and Procedures, as well as any applicable General Rules and Procedures, except as modified by the Terms. New Era ADR's Virtual Expedited Arbitration Rules and Procedures and General Rules and Procedures are both available at www.neweraadr.com/rules-and-procedures/.
- The arbitrator shall be selected pursuant to New Era ADR's standard rank and strike process, as set forth in New Era ADR's General Rules and Procedures.
- To increase the efficiency of administration and resolution of arbitrations: in the event of a claim seeking equitable relief (including injunctive relief), the arbitrator shall bifurcate the proceeding and rule on liability first, before conducting any proceedings (including discovery) related to the appropriate relief.
- Unless applicable law provides otherwise, the arbitration proceeding and all records pertaining to it—including but not limited to any documents prepared or produced in connection with the arbitration proceeding, as well as the hearing and the arbitration award—will be confidential and will not be disclosed to any third party, except as necessary to obtain court confirmation of the arbitration award.

In the event that New Era ADR is unable to conduct the arbitration for any reason, the arbitration will be conducted by FairClaims pursuant to its FastTrack Rules & Procedures, and/or any applicable rules for consumer arbitrations, available at www.fairclaims.com. In the event that FairClaims is unable to conduct the arbitration for any reason, you and we will mutually select an alternative arbitration provider, and the arbitration will be conducted pursuant to that provider's applicable rules. If, pursuant to this paragraph, the arbitration is conducted by an arbitration provider other than New Era ADR,

references to New Era ADR and its rules in the Terms shall be construed as references to that arbitration provider and its applicable rules.**Commencing an Arbitration.** A party who has complied with the informal dispute resolution provisions described above, and who wishes to start arbitration, must submit a Demand for Arbitration and a copy of the Terms to New Era ADR at app.neweraadr.com, and must also give notice to the other party. If the notice is being sent to us, it must be emailed to Live Nation Entertainment, Inc. at disputes@livenation.com. If the notice is being sent to you, it will be sent to the email address associated with your Live Nation or Ticketmaster account.**Arbitration Fees and Costs.** If you commence an arbitration in accordance with the Terms, you will be required to pay New Era ADR's $300 filing fee. You will not be responsible for paying any other fees for the arbitration, other than the filing fee; all other fees or expenses charged by New Era ADR will be paid by us (unless the arbitrator finds that either the substance of your claim or the relief sought is frivolous or brought for an improper purpose). Further, if New Era ADR determines that you are unable to pay any part of the filing fee, we will pay that part too. In the event that the arbitration is conducted by a different arbitration provider in accordance with the Terms, payment of any filing, administration, or arbitrator fees shall be governed by that provider's rules. You and we each agree that New Era ADR, FairClaims, JAMS, and any other arbitration provider selected pursuant to the Terms has discretion to modify the amount or timing of any fees due under any applicable rules or fee schedules, and further agree not to oppose any modifications to the timing or amount of any fees due—provided that such modifications do not increase the fees to either you or us.**Attorneys' Fees.** You are responsible for your own attorneys' fees; we will not pay any attorneys' fees unless ordered to do so by the arbitrator. For the avoidance of doubt, in cases where a statute gives you the right to recover attorneys' fees if you prevail, the arbitrator may award attorneys' fees pursuant to that statute.**Delegation; Interpretation.** 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 this Agreement, including, but not limited to, any claim that all or any part of this Agreement is void or voidable; however, in the event of a dispute about which particular version of this Agreement you agreed to, a court will decide that specific question. This arbitration agreement is intended to be broadly interpreted and will survive termination of the Terms.**Limited Right to Appeal.** As explained above, court review of the arbitrator's decision is limited pursuant to the FAA; however, the Terms provide a limited right to appeal the arbitrator's decision to a panel of JAMS arbitrators, as set forth in this sub-section. Specifically, in the event that the arbitrator awards injunctive relief against either you or us, the party against whom injunctive relief was awarded may—within 21 days of the arbitrator's final decision—appeal that decision to JAMS, in accordance with the following procedure:

- Except as otherwise provided by the Terms, the appeal will be conducted pursuant to the JAMS Optional Arbitration Appeal Procedure, available at www.jamsadr.com.
- To commence an appeal, a party must submit the Demand for Arbitration Form available at www.jamsadr.com, and must also provide notice to the other party in the manner described above in this section.
- The JAMS appeal panel will consist of arbitrators who are either (a) retired state or federal judges or (b) licensed attorneys with at least 20 years of active litigation experience and substantial expertise in the substantive laws applicable to the subject matter of the dispute.
- The JAMS appeal panel will conduct a de novo review of the arbitrator's decision.
- Except as provided in the FAA, there will be no right of appeal from the JAMS appeal panel's decision.

Special Provision Regarding Resale Tickets for Events Located in Illinois. Solely for the purpose of complying with the Illinois Ticket Sale and Resale Act, 815 ILCS 414/1.5 et seq., if your dispute regards the resale of a ticket for any event located in the State of Illinois, then the following applies: You may submit any complaint you may have to New Era ADR as an arbitration demand, in accordance with the rules and procedures outlined in this section, and any such claims shall be decided by an independent arbitrator in accordance with the Terms. Without waiving the agreement to arbitrate or any other terms in this section, you also agree to submit to the jurisdiction of the State of Illinois for any complaints involving a ticketed event held in Illinois. For the sake of clarity, your agreement to submit to the jurisdiction of the State of Illinois for any complaint involving a ticketed event held in Illinois does not in any way waive your and our agreement to arbitrate, or the scope of arbitration, but simply means that—for any court proceeding that may take place in conjunction with an arbitration (e.g., a motion to enforce an arbitration award), or in the event the arbitration agreement is held unenforceable—you agree to submit to jurisdiction in Illinois. If you have an inquiry regarding a ticket resale transaction made for any event located in Illinois, please contact us at 550 W. Van Buren Street, 13th Floor, Chicago, Illinois 60607 or (877) 446-9450.

Questions

If you have any questions, comments or complaints regarding these Terms or the Site, please contact us at:

Insomniac Shop
P.O. Box 33315, Los Angeles, CA 90033