



## **ONLINE PRIVACY POLICY AGREEMENT**

**March 24, 2021**

**Roadhouse Tickets, Inc. ( Roadhouse Tickets ) values its users' privacy. This Privacy Policy ("Policy") will help you understand how we collect and use personal information from those who visit our website or make use of our online facilities and services, and what we will and will not do with the information we collect. Our Policy has been designed and created to ensure those affiliated with Roadhouse Tickets, Inc. of our commitment and realization of our obligation not only to meet, but to exceed, most existing privacy standards.**

**We reserve the right to make changes to this Policy at any given time. If you want to make sure that you are up to date with the latest changes, we advise you to frequently visit this page. If at any point in time Roadhouse Tickets, Inc. decides to make use of any personally identifiable information on file, in a manner vastly different from that which was stated when this information was initially collected, the user or users shall be promptly notified by email. Users at that time shall have the option as to whether to permit the use of their information in this separate manner.**

**This Policy applies to Roadhouse Tickets, Inc., and it governs any and all data collection and usage by us. Through the use of [www.roadhousetickets.com](http://www.roadhousetickets.com), you are therefore consenting to the data collection procedures expressed in this Policy.**

**Please note that this Policy does not govern the collection and use of information by companies that Roadhouse Tickets, Inc. does not control, nor by individuals not employed or managed by us. If you visit a website that we mention or link to, be sure to review its privacy policy before providing the site with information. It is highly recommended and suggested that you review the privacy policies and statements of any website you choose to use or frequent to better understand the way in which websites garner, make use of and share the information collected.**

**Specifically, this Policy will inform you of the following**

- 1. What personally identifiable information is collected from you through our website;**

2. Why we collect personally identifiable information and the legal basis for such collection;
3. How we use the collected information and with whom it may be shared;
4. What choices are available to you regarding the use of your data; and
5. The security procedures in place to protect the misuse of your information.

### **Information We Collect**

**It is always up to you whether to disclose personally identifiable information to us, although if you elect not to do so, we reserve the right not to register you as a user or provide you with any products or services. This website collects various types of information, such as: ·**

**Voluntarily provided information which may include your name, address, email address, billing and/or credit card information etc. which may be used when you purchase products and/or services and to deliver the services you have requested.**

**In addition, Roadhouse Tickets, Inc. may have the occasion to collect non-personal anonymous demographic information, such as age, gender, household income, political affiliation, race and religion, as well as the type of browser you are using, IP address, or type of operating system, which will assist us in providing and maintaining superior quality service.**

**Please rest assured that this site will only collect personal information that you knowingly and willingly provide to us by way of surveys, completed membership forms, and emails. It is the intent of this site to use personal information only for the purpose for which it was requested, and any additional uses specifically provided for on this Policy.**

### **Why We Collect Information and For How Long**

**We are collecting your data for several reasons:**

**· · ·**

**·**

**·**

**To better understand your needs and provide you with the services you have requested; To fulfill our legitimate interest in improving our services and products; To send you promotional emails containing information we think you may like when**

**we have your consent to do so; To contact you to fill out surveys or participate in other types of market research, when we have your consent to do so; To customize our website according to your online behavior and personal preferences.**

**The data we collect from you will be stored for no longer than necessary. The length of time we retain said information will be determined based upon the following criteria: the length of time your personal information remains relevant; the length of time it is reasonable to keep records to demonstrate that we have fulfilled our duties and obligations; any limitation periods within which claims might be made; any retention periods prescribed by law or recommended by regulators, professional bodies or associations; the type of contract we have with you, the existence of your consent, and our legitimate interest in keeping such information as stated in this Policy.**

### **Use of Information Collected**

**Roadhouse Tickets, Inc. does not now, nor will it in the future, sell, rent or lease any of its customer lists and/or names to any third parties.**

**Roadhouse Tickets, Inc. may collect and may make use of personal information to assist in the operation of our website and to ensure delivery of the services you need and request. At times, we may find it necessary to use personally identifiable information as a means to keep you informed of other possible products and/or services that may be available to you from [www.roadhousetickets.com](http://www.roadhousetickets.com) Roadhouse Tickets, Inc. may also be in contact with you with regards to completing surveys and/or research questionnaires related to your opinion of current or potential future services that may be offered.**

**Roadhouse Tickets, Inc. uses various third-party social media features including but not limited to Facebook and other interactive programs. These may collect your IP address and require cookies to work properly. These services are governed by the privacy policies of the providers and are not within Roadhouse Tickets, Inc.'s control.**

### **Disclosure of Information**

**Roadhouse Tickets, Inc. may not use or disclose the information provided by you except under the following circumstances:**

**. . .**

**. . . .**

**as necessary to provide services or products you have ordered; in other ways described in this Policy or to which you have otherwise consented; in the aggregate with other information in such a way so that your identity cannot reasonably be**

**determined; as required by law, or in response to a subpoena or search warrant; to outside auditors who have agreed to keep the information confidential; as necessary to enforce the Terms of Service; as necessary to maintain, safeguard and preserve all the rights and property of Roadhouse Tickets, Inc..**

### **Non-Marketing Purposes**

**Roadhouse Tickets, Inc. greatly respects your privacy. We do maintain and reserve the right to contact you if needed for non-marketing purposes (such as bug alerts, security breaches, account issues, and/or changes in Roadhouse Tickets, Inc. products and services). In certain circumstances, we may use our website, newspapers, or other public means to post a notice.**

### **Children under the age of 13**

**Roadhouse Tickets, Inc.'s website is not directed to, and does not knowingly collect personal identifiable information from, children under the age of thirteen (13). If it is determined that such information has been inadvertently collected on anyone under the age of thirteen (13), we shall immediately take the necessary steps to ensure that such information is deleted from our system's database, or in the alternative, that verifiable parental consent is obtained for the use and storage of such information. Anyone under the age of thirteen (13) must seek and obtain parent or guardian permission to use this website. Unsubscribe or Opt-Out**

**All users and visitors to our website have the option to discontinue receiving communications from us by way of email or newsletters. To discontinue or unsubscribe from our website please send an email that you wish to unsubscribe to [info@roadhousetickets.com](mailto:info@roadhousetickets.com). If you wish to unsubscribe or opt-out from any third-party websites, you must go to that specific website to unsubscribe or opt-out. Roadhouse Tickets, Inc. will continue to adhere to this Policy with respect to any personal information previously collected.**

### **Links to Other Websites**

**Our website does contain links to affiliate and other websites. Roadhouse Tickets, Inc. does not claim nor accept responsibility for any privacy policies, practices and/or procedures of other such websites. Therefore, we encourage all users and visitors to be aware when they leave our website and to read the privacy statements of every website that collects personally identifiable information. This Privacy Policy Agreement applies only and solely to the information collected by our website.**

### **Notice to European Union Users**

**Roadhouse Tickets, Inc.'s operations are located primarily in the United States. If you provide information to us, the information will be transferred out of the**

**European Union (EU) and sent to the United States. (The adequacy decision on the EU-US Privacy became operational on August 1, 2016. This framework protects the fundamental rights of anyone in the EU whose personal data is transferred to the United States for commercial purposes. It allows the free transfer of data to companies that are certified in the US under the Privacy Shield.) By providing personal information to us, you are consenting to its storage and use as described in this Policy.**

### **Security**

**Roadhouse Tickets, Inc. takes precautions to protect your information. When you submit sensitive information via the website, your information is protected both online and offline. Wherever we collect sensitive information (e.g. credit card information), that information is encrypted and transmitted to us in a secure way. You can verify this by looking for a lock icon in the address bar and looking for "https" at the beginning of the address of the webpage.**

**While we use encryption to protect sensitive information transmitted online, we also protect your information offline. Only employees who need the information to perform a specific job (for example, billing or customer service) are granted access to personally identifiable information. The computers and servers in which we store personally identifiable information are kept in a secure environment. This is all done to prevent any loss, misuse, unauthorized access, disclosure or modification of the user's personal information under our control. The company also uses Secure Socket Layer (SSL) for authentication and private communications to build users' trust and confidence in the internet and website use by providing simple and secure access and communication of credit card and personal information.**

### **Acceptance of Terms**

**By using this website, you are hereby accepting the terms and conditions stipulated within the Privacy Policy Agreement. If you are not in agreement with our terms and conditions, then you should refrain from further use of our sites. In addition, your continued use of our website following the posting of any updates or changes to our terms and conditions shall mean that you agree and acceptance of such changes.**

### **How to Contact Us**

**If you have any questions or concerns regarding the Privacy Policy Agreement related to our website, please feel free to contact us at the following email, telephone number or mailing address.**

**Email: [info@roadhousetickets.com](mailto:info@roadhousetickets.com) Telephone Number: 512.774.2999 Mailing Address:**

**Roadhouse Tickets, Inc.**

**PO Box 1168 Comfort, Texas 78013 GDPR Disclosure:**

**If you answered "yes" to the question Does your website comply with the General Data Protection Regulation ("GDPR")? then the Privacy Policy above includes language that is meant to account for such compliance. Nevertheless, in order to be fully compliant with GDPR regulations your company must fulfill other requirements such as: (i) doing an assessment of data processing activities to improve security; (ii) have a data processing agreement with any third party vendors; (iii) appoint a data protection officer for the company to monitor GDPR compliance; (iv) designate a representative based in the EU under certain circumstances; and (v) have a protocol in place to handle a potential data breach. For more details on how to make sure your company is fully compliant with GDPR, please visit the official website at <https://gdpr.eu>. FormSwift and its subsidiaries are in no way responsible for determining whether or not your company is in fact compliant with GDPR and takes no responsibility for the use you make of this Privacy Policy or for any potential liability your company may face in relation to any GDPR compliance issues.**

**COPPA Compliance Disclosure:**

**This Privacy Policy presumes that your website is not directed at children under the age of 13 and does not knowingly**

**collect personal identifiable information from them or allow others to do the same through your site. If this is not true for**

**your website or online service and you do collect such information (or allow others to do so), please be aware that you**

**must be compliant with all COPPA regulations and guidelines in order to avoid violations which could lead to law**

**enforcement actions, including civil penalties.**

**In order to be fully compliant with COPPA your website or online service must fulfill other requirements such as: (i)**

**posting a privacy policy which describes not only your practices, but also the practices of any others collecting personal**

**information on your site or service — for example, plug-ins or ad networks; (ii) include a prominent link to your privacy**

**policy anywhere you collect personal information from children; (iii) include a description of parental rights (e.g. that you**

won't require a child to disclose more information than is reasonably necessary, that they can review their child's

personal information, direct you to delete it, and refuse to allow any further collection or use of the child's information,

and the procedures to exercise their rights); (iv) give parents "direct notice" of your information practices before

collecting information from their children; and (v) obtain the parents' "verifiable consent" before collecting, using or

disclosing personal information from a child. For more information on the definition of these terms and how to make sure

your website or online service is fully compliant with COPPA please visit

<https://www.ftc.gov/tips-advice/business->

[center/guidance/childrens-online-privacy-protection-rule-six-step-compliance.](https://www.ftc.gov/tips-advice/business-center/guidance/childrens-online-privacy-protection-rule-six-step-compliance)

FormSwift and its subsidiaries are in no

way responsible for determining whether or not your company is in fact compliant with COPPA and takes no

responsibility for the use you make of this Privacy Policy or for any potential liability your company may face in relation

to any COPPA compliance issues.

## **TERMS AND CONDITIONS**

Tickets are sold by Roadhouse Tickets as an agent for the person (“seller”) responsible for the relevant event. All claims are the sole responsibility of the seller and to the extent permitted by law, Roadhouse Tickets has no liability to the purchaser.

The following conditions are both for sale (including any resale or subsequent assignment) and conditions of attendance at the event:

- **TICKET SERVICE FEES, PROCESSING FEES, AND TEXT FEES ARE NONREFUNDABLE.**
- Rain or Shine: Unless otherwise determined by the specific event promoter, all events are considered RAIN or SHINE. No refunds will be given due to inclement weather.
  
- Once confirmed, ticket sales are final. No refunds, exchanges or cancellations are available except as required by law.

### **CANCELLED/POSTPONED EVENTS**

- Occasionally, events are canceled or postponed by the promoter, team, band or venue. Should this occur, we will attempt to contact you to inform you of refund or exchange procedures for that event. For exact instructions on any canceled or postponed event, please check the event information online, organizer’s website or contact us. If a refund is issued, then the Promoter will most likely give you a refund by issuing a credit to the credit card that you used to purchase that ticket, and the holder of the ticket will not be able to physically present it for a refund. Processing fees, service fees, and text fees will not be refunded under any circumstances.

Customer Service typically only offers refunds and/or exchanges based on the promoter's, team's or venue's instructions. Customer Service is not obligated to issue a refund except to the extent that the promoter, team or venue responsible for bringing you the event (1) instructs us to issue a refund, and (2) provides us with the ticket funds necessary to issue refunds. In order to receive a refund or an exchange that may be offered, you will have to comply with the promoter's, team's or venue's instructions or deadlines, which, along with the decision about whether or not to issue a refund or an exchange, may be at the promoter's, team's or venue's discretion.

- Tickets are sold on behalf of the organization responsible for presenting the event and subject to the conditions applicable to the event and/or the venue where the event is presented
  
- The right is reserved to charge a fee for the replacement of tickets.

Roadhouse Tickets reserves the right not to replace tickets where seating is not allocated (general admission tickets)

- The right of admission is reserved and is subject to the seller’s and the venue’s terms of admission
  
- Late arrival may result in non---admittance until a suitable break in the performance, if at all and admission is at the discretion of the box office personnel on duty at the event



- The right is reserved to add, withdraw, reschedule or substitute artists and/or vary advertised programs, prices, venues, seating arrangements and audience capacity
- Cameras, audio and video recorders may not be brought into the venue except where expressly authorized. The right is reserved to broadcast or telecast any event
- Entry may be refused if tickets are damaged or defaced in any way or are not purchased from Roadhouse Tickets or other authorized points of sale
- Where concessions are applicable, suitable and valid identification must be provided to Box Office personnel. Failure to produce valid identification may result in the patron being charged full price for the ticket • Tickets must not be re---sold or offered for re---sale at a premium (including via online auction sites) either by the original purchaser or any subsequent bearer. If a ticket is sold in breach of this condition, the ticket may be cancelled without a refund and the bearer of the ticket may be refused admission. Scalping warning: The resale of tickets in certain circumstances is governed by ticket sales legislation and may attract criminal penalties Please check event date and time on your ticket at time of purchase. Purchase price includes booking fees.

**Tickets are sold subject to following conditions:**

- Once confirmed, ticket is not refundable or exchangeable
- Ticket is sold on behalf of the organization presenting the event and subject to the conditions applicable to the event and/or the venue where the event is presented
- TICKET SERVICE FEES, PROCESSING FEES, AND TEXT FEES ARE NONREFUNDABLE.
- Rain or Shine: Unless otherwise determined by the specific event promoter, all events are considered RAIN or SHINE. No refunds will be given due to inclement weather.
- Once confirmed, ticket sales are final. No refunds, exchanges or cancellations are available except as required by law.

**CANCELLED/POSTPONED EVENTS**

- Occasionally, events are canceled or postponed by the promoter, team, band or venue. Should this occur, we will attempt to contact you to inform you of refund or exchange procedures for that event. For exact instructions on any canceled or postponed event, please check the event information online, organizer's website or contact us. If a refund is issued, then the Promoter will most likely give you a refund by issuing a credit to the credit card that you used to purchase that ticket, and the holder of the ticket will not be able to physically present it for a refund. Processing fees, service fees, and text fees will not be refunded under any circumstances.

Customer Service typically only offers refunds and/or exchanges based on the promoter's, team's or venue's instructions. Customer Service is not obligated to issue a refund except to the extent that the promoter, team or venue responsible for bringing you the event (1) instructs us to issue a refund, and (2) provides us with the ticket funds necessary to issue refunds. In order to receive a refund or an exchange that may be offered, you will have to comply with the promoter's, team's or venue's instructions or deadlines, which, along with the decision about whether or not to issue a refund or an exchange, may be at the promoter's, team's or venue's discretion.

- A fee may be charged for the replacement of ticket. Roadhouse Tickets may refuse to replace ticket where seating is not allocated
- Seller/venue reserve the right to refuse admission
- Latecomer admittance during a suitable break in the performance, if at all
- The right is reserved to add, withdraw, or substitute artists and vary advertised programs, as necessary
- Cameras, audio and video recorders permitted into venue only where expressly authorized
- Entry may be refused if tickets are damaged or defaced or not valid a purchase
- Failure to produce valid identification (ID) for concession ticket may result in the patron being charged full price for the ticket
- Tickets must not be re---sold or offered for re---sale at a premium. Breach of this condition may cause the ticket to be cancelled without a refund Ticket holder enters venue at own risk and must adhere to all house rules.

TICKET SERVICE FEES, PROCESSING FEES, AND TEXT FEES ARE NON-REFUNDABLE.

**COVID-19 DISCLAIMER:**

THE FOLLOWING DISCLAIMER IS APPLICABLE TO ROADHOUSE TICKETS AND ALL AFFILIATED VENUES AND EVENTS THAT TICKETS ARE SOLD TO THROUGH ROADHOUSE TICKETS.

By purchasing tickets to an event listed on roadhousetickets.com: You acknowledge the contagious nature of COVID-19 and voluntarily assume all risk that you may be exposed to or infected by COVID-19 and that such exposure or infection may result in personal injury, illness, permanent disability, and death to you or those with whom you come into close contact.

You further acknowledge and agree to accept sole responsibility for any injury (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, to you or those with whom you come into close contact (including your household members)(“Claims”). You hereby release, covenant not to sue, discharge, and hold harmless roadhousetickets.com; venues or organizers using Roadhouse Ticket’s online ticketing platform, its employees, board of directors, and representatives, of and

from any Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto.

You further understand and agree that this release includes any Claims based on actions, omissions, or negligence of the roadhousetickets.com; venues or organizers using Roadhouse Ticket's online ticketing platform, its employees, board of directors, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any event that tickets were purchased to through [www.roadhousetickets.com](http://www.roadhousetickets.com).

You agree to abide by posted rules, warning or instructions by the venue where the event is held and any government authority with respect to social distances, adherence to any dress code (including mandatory face coverings) and sanitation guidelines.

You further agree not to attend the event if you are diagnosed with or suspect that you may have been infected by COVID-19, and in the event you become ill or suspect you have been infected with COVID-19, you agree to immediately discontinue your participation in the event and alert the venue AND [roadhousetickets.com](http://roadhousetickets.com) via e-mail or telephone.

If you cannot agree to or accept the foregoing, DO NOT ATTEND THE EVENT YOU HAVE PURCHASED TICKETS TOO. Failure to agree to or abide by any of the foregoing may result in denial of entry or immediate expulsion from the event, in the venue's sole discretion, in addition any and all remedies which may be available to [www.roadhousetickets.com](http://www.roadhousetickets.com), venues, or organizers, in equity or at law.