

## On-Line Ticket Purchase Policy

**You're Advised:** *The PEC On-line Ticket Purchasing Program is Under Construction and will be available to accommodate your on-line ticket purchasing needs in the near future. When completed that program will include purchasing event tickets on-line and provide for personally printing your event tickets. Please check back and thanks for your interest. Presently, the following language is advisory only:*

Our goal is to make your purchasing experience easy, efficient and equitable, so we can get you on your way to live events at PEC as quickly as possible. The following policy and process is designed to ensure your satisfaction and understanding of the purchase process on the Authorize.net site and its affiliated applications.

### **Currency**

All ticket prices for events that occur at PEC are stated in U.S. Dollars.

### **Payment Methods**

PEC accept several methods of payment to accommodate your ticket purchasing needs. We accept American Express, Visa, MasterCard, Discover and Diner's Club for most events.

### **Who You Are Buying From**

Authorize.net acts as the on-line credit card processing agent for PEC and others, such as artists, promoters, conference sponsors, sports promoters and various event coordinators ("Event Providers"). When you purchase a ticket for an event that is being held at PEC, Authorize.net will be handling the transaction and collecting payment for PEC or the Event Provider.

Tickets obtained from unauthorized sources may be lost, stolen or counterfeit, and if so are void.

### **Pricing and Availability**

Authorize.net sells tickets on behalf of PEC and Event Providers, which means that they do not set the ticket prices or determine seating locations. Tickets are generally sold through several distribution points, including online and at the PEC Box Offices. Most distribution points generally access the same ticketing system and inventory. Therefore, tickets for popular events may sell out quickly. Occasionally, additional tickets may be available prior to the event. However, PEC or the Event Provider, not Authorize.net controls this inventory or its availability.

### **Order Confirmation**

If you do not receive a confirmation number (in the form of a confirmation page or email) after submitting payment information, or if you experience an error message or service interruption after submitting payment information, it is your responsibility to confirm with Authorize.net customer service whether or not your order has been placed. Only you may be aware of any problems that may occur during the purchase process. Neither PEC nor Authorize.net will not be responsible for losses (monetary or otherwise) if you assume that an order was not placed because you failed to receive confirmation.

## **Service Fees and Order Processing Fees**

Tickets purchased on our Site through Authorize.net are typically subject to a per ticket service fee and a non-refundable per order processing fee. In many cases, delivery prices will also be owed. You may be able, in most instances, to purchase tickets directly from the PEC box office without paying the Authorize.net service fee.

## **Number of Tickets or "Ticket Limits"**

When purchasing tickets through Authorize.net, you are limited to a specified number of tickets for each event (also known as a "ticket limit"). This ticket limit is posted during the purchase process and is verified with every transaction. This policy is in effect to discourage unfair ticket buying practices. We reserve the right to cancel any or all orders and tickets without notice to you if you exceed the posted limits. This includes orders associated with the same name, e-mail address, billing address, credit card number or other information.

## **Opening Acts / Festival Acts**

Opening acts or guests may sometimes tour with headlining performers. Neither PEC or Authorize.net are always made aware of opening acts or the length of their performances. Opening acts, as well as festival performers, are subject to change or cancellation at any time without notice. No refund will be owed if an opening act or festival performer is changed or canceled.

## **Canceled and Rescheduled Events**

Occasionally, concerts are canceled or postponed. Should this occur, we will attempt to contact you to inform you of refund or exchange procedures for that concert. For exact instructions on any canceled or postponed concert, please check the concert information online or PEC at (901) 417-8855.

If an event is canceled, and you purchased your ticket through Authorize.net, then PEC will automatically issue you a refund to the credit card, debit card or gift card that you used to purchase that ticket.

If the event was moved or rescheduled, PEC or the Event Provider may set refund limitations. Please contact PEC or the Event Provider for more information or to request a refund if you cannot attend the rescheduled event.

## **Refunds and Exchanges**

Before purchasing tickets, carefully review your event and seat selection. Policies set forth by PEC and the Event Providers generally prohibit Authorize.net from issuing exchanges or refunds after a ticket has been purchased or for lost, stolen, damaged or destroyed tickets. PEC will not issue refunds not associated with cancellation or the reschedule of the date of the event.

You agree that you will not attempt to evade, avoid, or circumvent any refund prohibitions in any manner with regard to tickets you purchased. Without limiting the generality of the foregoing, you will not contact us to seek a refund or exchange from us when we are prohibited from providing one by its clients, and you will not dispute or otherwise seek a "chargeback" from the company whose credit card you used to purchase tickets from the Site. Should you do so, your tickets may be canceled, and we may, in its 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 all persons in whose name the credit card accounts exist and any person who accesses any associated online account or credit card or who otherwise breaches this provision from using the Site.

If we issue you a refund for a ticket due to a canceled or postponed event, we will issue a refund of the ticket's face value paid (or, for a discounted ticket, then instead the discounted ticket price paid) and all service fees. In no event will delivery charges or any other amounts be refunded. For ticket insurance refunds, please contact the insurance provider. 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.

### **Billing Information Verification**

Orders are subject to credit card approval and processed only after a billing address, and other billing information, has been verified. Occasionally, we receive incorrect billing or credit card account information for a ticket order that can delay processing and delivery. In these cases, Authorize.net customer service will attempt to contact you, using the information provided at the time of purchase. If Authorize.net is unable to reach you after its initial attempt, then PEC or the Event Providers may cancel your order and may sell your tickets to another customer without further notice.

### **Delivery Options**

Different combinations of delivery methods may be offered depending on factors that include how much time is left before the event starts, whether it is a holiday season and the nature of the demand for the event. Please carefully review the list of delivery methods offered during the purchase process. For security purposes, PEC or the Event Providers can only ship tickets to the billing address on file with the credit card company that is used for your purchase.

Ticket delivery methods which may be offered include (***Not all delivery methods found below will be offered for every event, PEC in its sole discretion shall publish delivery methods available for each event***):

- Standard Mail -- Only if you make your ticket order at a time that is sufficiently before the date of the event and you have a United States Billing Address
- Will Call-- For those persons living outside the continental United States.
- UPS/ FedEx -- Only for purchasers who use a United States billing address.
- Shipping to APO/FPO Addresses -- For events that occur in the United States, tickets can be delivered to an Armed Forces billing address via standard mail. You may also choose to print tickets at home using Print-at-Home, or pick up tickets at will call, provided that these delivery options are available for your event. Orders shipped via UPS cannot be delivered to a P. O. Box or APO/FPO address.

### **Pricing and Other Errors**

If the amount you pay for a ticket is incorrect regardless of whether because of an error in a price posted on this Site or otherwise communicated to you, or you are able to order a ticket before its scheduled on-sale or presale date or you are able to order a ticket that was not supposed to have been

released for sale, then we will have the right to cancel that ticket (or the order for that ticket) and refund to you the amount that you paid. This will apply regardless of whether because of human error or a transactional malfunction of this website or other Authorize.net operated system.

### **Multiple Browser Windows**

When ordering tickets online with PEC through Authorize.net, please ensure you are looking for tickets and placing an order using only one browser window. Looking up tickets using multiple browser windows could result in losing your tickets or timer expiration.

### **Limitation of Liability**

Balls, pucks, players and other objects used for an event may fly into the spectator area during an event. Despite spectator shielding, injury can occur. Stay alert at all times before, during and after play or performance. If struck, immediately ask an usher for directions to a medical station. You voluntarily assume all risks and danger incidental to the event for which the ticket is issued, whether occurring before, during or after the event, and you waive any claims for personal injury or death against us, management, facilities, leagues, artists, other participants, and all of our respective parents, affiliated entities, agents, officers, directors, owners and employees on behalf of yourself and any accompanying minor. You bear all risks of inclement weather. Event date and time are subject to change. See the Limitation of Liability section in the Terms of Use for additional limits on our liability.

### **License; Ejection and Cancellation; No Redemption Value**

Event Providers reserve the right, without refund of any amount paid, to refuse admission to, or eject, any person whose conduct management deems disorderly, who uses vulgar or abusive language or who fails to comply with Event Provider rules. Breach of terms or rules will terminate your license to attend the event without refund. A ticket is a revocable license and admission may be refused upon refunding the ticket's face amount. A ticket is not redeemable for cash.

### **Recording, Transmission and Exhibition**

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

### **You Are Subject to Search**

You and your belongings may be searched on entry to the event. 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 event without refund or other compensation. Under certain facility rules, certain items may not be brought into the premises, including without limitation, food, alcohol, drugs, controlled

substances, cameras, recording devices, laser pointers, strobe lights, irritants (e.g., artificial noisemakers), bundles and containers.

### **Unlawful Resale of Tickets; Promotions**

Unlawful resale (or attempted resale), counterfeit or copy of tickets is grounds for seizure and cancellation without compensation. 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. In addition, we reserve the right to restrict or deny ticket purchasing privileges to anyone that we determine to be, or has been, in violation of our policies. Because we do not guarantee the authenticity of tickets purchased from any non-authorized third party reseller (such as brokers or individuals), we recommend that you purchase tickets directly through PEC, where applicable the Event Provider and Authorize.net, or from the PEC box office to ensure ticket authenticity. Tickets may not be used for advertising, promotions, contests or sweepstakes, unless formal written authorization is given by us.