

If you cannot attend an event for any covered reasons, you'll get 100% of the ticket price returned to you.

- Illness
- Airline Delays
- Loss of Employment
- Traffic Accidents
- Military Duty or Deployment
- Weather Emergencies

Please continue reading the terms and conditions below for full details.

Secure Ticket™ Terms and Conditions

This Secure Ticket™ Agreement (the "Agreement") governs the terms and conditions of the Enhanced Refund Program (the "Program") provided by Front Gate Ticketing Solutions, LLC. By electing to participate in the Program and paying the additional per-order fee indicated during the ticket purchasing process, Purchaser (as defined in Section 1 below) elects to participate in the Program and affirmatively agrees to the terms and conditions stated in this Agreement.

1. DEFINITIONS

- 1.1. In this Agreement, the terms below are defined as follows:
- 1.2. "Abandonment" means the inability to complete more than 30% of the Event once commenced.
- 1.3. "Accident" means a sudden, unexpected and unintended, specific event which occurs at an identifiable time and place after the Ticket was purchased.
- 1.4. "Active Military Service" means full-time active service in any branch of the United States military services.
- 1.5. "Bodily Injury" means an identifiable physical injury, including illness resulting from such injury, which is caused by an Accident occurring after the Ticket was purchased.
- 1.6. "Cancellation" means the inability to proceed with the Event prior to commencement which takes place either on the date specified on the Ticket or on the Rescheduled date.
- 1.7. "Event" means the particular event for which the Ticket was purchased as stated on the Ticket and in the purchase confirmation received from the Ticket Company at the time of purchase.
- 1.8. "Fee" means the amount paid in advance by the Purchaser in order to receive the benefit of the Program.
- 1.9. "Immediate Family" means the mother, father, sister, brother, children, spouse, civil partner or co-habitee (and their children) and grandparent provided that such person(s) are subject to Section 2.2 of this Agreement.
- 1.10. "Non-Appearance" means any loss in consequence of the Cancellation or Abandonment of the Event arising directly or indirectly from the death, accident, or illness, or travel delay of the Participant.

- 1.11. "Participant" means any party, including without limitation, any act, artist, celebrity, sports or other person(s) billed to appear or perform at the Event or any provider of technical services, who is contracted to perform a function critical to successful fulfillment of the Event.
- 1.12. "Postponement" means the rescheduling of the Event to another time.
- 1.13. "Prior Engagement" means a pre-existing engagement in respect of which the Purchaser has written proof that such Purchaser has committed to attend prior to the announcement of the date of a Rescheduled Event.
- 1.14. "Purchaser" means both the invoiced purchaser who elected to participate in the Program on the Purchase Date and the person(s) for whom the invoiced Purchaser purchased the Tickets from the Ticket Company in a single transaction.
- 1.15. "Purchase Date" means the date the Ticket was purchased from the Ticket Company and the Purchaser affirmatively elected to participate in the Program by paying the required fee.
- 1.16. "Refunding Company" means the Ticket Company
- 1.17. "Rescheduled or Rescheduling" means the Postponement and/or Relocation of the Event to a date other than the original date stated on the confirmation of ticket purchase.
- 1.18. "Sickness" means an illness which is sufficiently debilitating to prohibit safe movement of the Purchaser concerned and their inability to travel to the Event and which did not exist before the Ticket was purchased.
- 1.19. "Ticket" means the ticket which allows the Purchaser entry into the Venue to attend the Event.
- 1.20. "Ticket Company" means Front Gate Ticketing Solutions, LLC.
- 1.21. "Ticket Price" means the invoiced purchase price, including service fees and fulfillment costs as evidenced in the Purchaser's confirmation of Ticket purchase.
- 1.22. "Venue" means the place(s) as detailed on the Ticket purchased where the Event is to be held.

2. CIRCUMSTANCES IN WHICH REFUND MAY BE REQUESTED

Subject always to the terms, conditions, limitations and exclusions stated in this Agreement, the Program permits a Purchaser to request a refund of the Ticket Price. By electing to participate in the Program, a Purchaser may request a refund of the Ticket Price if the Purchaser is unable to utilize the Ticket(s) due to one of the following circumstances:

- 2.1. Incapacity of the Purchaser, including death, through Accident, Bodily Injury or Sickness that occurs prior to the Event.
- 2.2. Death or life threatening Accident, Bodily Injury or Sickness of a member of the Purchaser's Immediate Family, that occurred within thirty days prior to the Event.
- 2.3. Travel delay due to mechanical failure or accidental damage to the Purchaser's transportation, or if the Purchaser is prevented from safely traveling to the Event by any other reason that is outside of the Purchaser's control.

- 2.4. Travel delay as described in Section 2.3 above that prevents the Purchaser from collecting the tickets from either the Venue or a designated will call.
- 2.5. The Purchaser is required to perform jury service if the jury summons was first received by the Purchaser after the Purchase Date.
- 2.6. Adverse weather, preventing the Purchaser from attending the Event.
- 2.7. Serious damage to the Purchaser's home or place of business caused by fire, aircraft, explosion, storm, flood, subsidence, earthquake, falling trees, burst pipes, lightning, malicious persons or theft that requires the Purchaser to remain at home or at his/her place of business.
- 2.8. The Purchaser is unable to attend an Event that is Rescheduled after the Purchase Date, solely as a result of a Prior Engagement of the Purchaser that existed prior to the date of the first Rescheduling announcement.
- 2.9. The Purchaser is unable to attend the Event due to strikes, riots, or civil commotion.
- 2.10. The Purchaser was formally granted personal leave from Active Military Service at the time of the Purchase Date, but the Purchaser's personal leave was revoked in the time period between the Purchase Date and the Event, except for disciplinary reasons.
- 2.11. The Purchaser, or a member of the Purchaser's Immediate Family who resides with the Purchaser, is notified after the Purchase Date that his/her job of three years or more has been terminated through no fault of such person.
- 2.12. The Purchaser is permanently relocated more than one hundred (100) miles from his/her primary residence, provided the Purchaser's employer, spouse, or civil partner first notified the Purchaser of such relocation after the Purchase Date.
- 2.13. The Purchaser is called to Military Service in a state or country other than the state or country shown on the confirmation of the Ticket Purchase.

3. MANDATORY REQUIREMENTS

- 3.1. To request a refund, each of the following requirements must be met:
- 3.2. The Purchaser must not have had any actual knowledge, as of the Purchase Date, of any undisclosed matter, fact or circumstance, actual or threatened, that increases or could increase the possibility of a loss under the Program.
- 3.3. The Purchaser must have paid the Fee.
- 3.4. The Purchaser must comply with all applicable laws related to this Agreement.
- 3.5. The Purchaser must at all times use reasonable care and measures to avoid or diminish a loss under the Program.
- 3.6. The Purchaser must comply with the terms and conditions stated in this Agreement.

4. CANCELLATION BY REFUNDING COMPANY, FORFEITURE OF REFUND REQUEST, NON-RECOVERABLE ITEMS, AND CANCELLATION

- 4.1. Any fraud, misstatement or concealment or negligent statement in the information provided either prior to the Purchase Date, or at any time throughout the term of this Program, or in the making of a refund request, renders this Program voidable by the Refunding Company and any refund request will be forfeited.

- 4.2. The Fee paid by Purchaser, and any costs or expenses incurred by Purchaser in making a refund request, are not be recoverable items.
- 4.3. This Program may be cancelled by the Purchaser within seven (7) days from the date of purchase of the Refund Program.

5. TIMING FOR REFUND REQUEST

- 5.1. If the Purchaser is entitled to request a refund for any of the circumstances stated in Section 2 of this Agreement, the Purchaser must (a) notify Front Gate Tickets as set forth in Section 7 within fourteen (14) days from the date Purchaser is aware of such circumstances, and within 30 days of Event date; (b) provide all relevant information and evidence as may reasonably be requested by the Appointed Loss Adjuster; and (c) co-operate fully in the investigation of the refund request.

6. PROGRAM EXCLUSIONS AND LIMITATIONS

- 6.1. The Program does not cover any loss directly or indirectly arising out of, or contributed to by, or resulting from any of the following:
- 6.2. The Purchaser's lack of care, diligence or prudent behavior, which increases the risk, and/or likelihood of a loss under this Agreement.
- 6.3. The Purchaser's failure to observe and comply with the requirements of any law, ordinance, court or regulatory body of whatever jurisdiction.
- 6.4. Any fraud, misrepresentation or concealment by the Purchaser.
- 6.5. Any financial failure of or financial default by any entity.
- 6.6. Failure of the Purchaser, in the event of Bodily Injury or Sickness of the Purchaser, to consult a duly qualified medical practitioner and comply with the medical advice given thus causing a loss in whole or part under this Program.
- 6.7. The Non-Appearance of any Participant.
- 6.8. Any loss directly or indirectly caused by or arising out of, any influenza variant or communicable disease which prior to or simultaneously with the loss arising, is declared an epidemic or pandemic by the World Health Organization and/or Severe Acute Respiratory Syndrome (SARS) and/or Atypical Pneumonia and/or Avian Flu and/or Ebola and/or any threat or fear of any of the above (whether actual or perceived).
- 6.9. Any loss of or no play caused by any weather condition which reduces or prevents play at any outdoor event.
- 6.10. Any loss or refund request in excess of the Ticket Price as defined in Section 1.21 above.
- 6.11. Any loss or theft of a Ticket.

7. PROCEDURE FOR OBTAINING REFUND

- 7.1. To be eligible for a refund of the Ticket Price, the Purchaser must provide all necessary documentation requested and follow the procedure listed below:
- 7.2. Visit the "<https://secureticket.desk.com/customer/portal/emails/new>" And complete the form within fourteen (14) days from the date the Purchaser is aware of any of the circumstances and within 30 days of the Events data as stated in Section 2 of this Agreement.

- 7.3. Complete the requested form giving full details and supporting evidence of the circumstance(s) preventing the Purchaser from utilizing the Tickets that entitle the Purchaser to request a refund. This must be completed within fourteen (14) days of the original opening of your case as mentioned in Section 7.2 above.
- 7.4. Take all steps to minimize the Purchaser's loss as directed.
- 7.5. Timely provide all information requested, including all documentation and records necessary to assess a refund request under the Program.
- 7.6. Front Gate Ticket Sales reserves the right to require the Purchaser, as often as may be reasonably required, to submit to examination under oath on all matters connected with a refund request by any person named at such reasonable time and place as designated by Front Gate Tickets.

8. DISCLOSURE OF PERSONALLY IDENTIFIABLE INFORMATION

- 8.1. Front Gate Tickets will handle, store, retain, and access certain information the Purchaser provides to them in accordance with the terms and conditions of this Agreement, as well as their own privacy policies. It is Purchaser's responsibility to carefully review such privacy policies.

9. ACKNOWLEDGEMENT AND RELEASE

- 9.1. THE PURCHASER ACKNOWLEDGES THAT THE PROGRAM IS NOT INSURANCE AND IS NOT GOVERNED BY ANY LAWS OR REGULATIONS RELATED TO INSURANCE PROVIDERS.

10. ENTIRE AGREEMENT

- 10.1. This Agreement contains the entire agreement between the parties relative to the Program and supersedes any other prior understandings, written or oral, between the parties with respect to this subject matter. THE PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT, IN ENTERING INTO THIS AGREEMENT, THE PURCHASER HAS NOT IN ANY WAY RELIED UPON ANY ORAL OR WRITTEN AGREEMENTS, UNDERSTANDINGS, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT.

11. GOVERNING LAW

- 11.1. This Agreement is to be governed and construed according to the laws of the state of Texas without regard to conflicts of law.