

THE TICKETING CO. (TIXCO, LLC)
PURCHASER TERMS, CONDITIONS AND POLICIES

1. The Ticketing Co. (Tixco, LLC)—The Ticketing Co. (Tixco, LLC) may be affiliated with an event producers or other providing services or events for which tickets are purchased. Ticket purchasers agree that The Ticketing Co. (Tixco, LLC) may use purchaser information in services performed by other business entities owned and/or managed by the owners and/or managers of The Ticketing Co. (Tixco, LLC) including, but not limited to, promotions, advertisements and sales.
2. Ticket Delivery—Ticket delivery options are event specific and are determined by Producer. Event specific delivery options are listed on the The Ticketing Co. (Tixco, LLC) website. Ticket purchaser assumes all risk of ticket loss, theft, delay, damage, or destruction during delivery of tickets. Tickets lost, stolen, delayed, damaged, or destroyed during delivery will not be replaced.
3. Will Call List—Ticket purchasers choosing to redeem ticket orders via the event Will Call List will not receive tickets in advance. Tickets or event entry can be redeemed at event venue box office or point of entry unless otherwise instructed. PHOTO IDENTIFICATION and the ORIGINAL CREDIT CARD used to make the ticket purchase must be presented in order to redeem tickets and/or entry into the event. Refunds will not be granted for purchaser failure to meet these requirements.
4. Canceled/Rescheduled Events—Producers or others outside the control of The Ticketing Co. (Tixco, LLC) may cancel or reschedule events. It is at the producer's discretion whether to refund the ticket price or exchange the tickets for similarly equivalent event should a cancellation or rescheduling occur. The Ticketing Co. (Tixco, LLC) will provide instructions on its website how to exchange specific event tickets or obtain ticket price refunds. Service charges and mailing costs will not be refunded in the event of a canceled or rescheduled event.
5. Pricing, Availability and Seating:
 - a. Event ticket prices are set by the Producer, not The Ticketing Co. (Tixco, LLC). There are times or events at which The Ticketing Co. (Tixco, LLC)'s fees may be higher than its standard rates or when a separate venue fees may be added by the producer or the venue.
 - b. For some events, an affiliate from The Ticketing Co. (Tixco, LLC) may provide event ticket sales through The Ticketing Co. (Tixco, LLC)'s processing system. In such an instance, a The Ticketing Co. (Tixco, LLC) affiliate will offer ticket sales through the affiliate's website, by agreement between the affiliate, The Ticketing Co. (Tixco, LLC) and the Producer. In this situation, an additional fee may apply.
 - c. The number of tickets sold for an event is set by the event producer, and not The Ticketing Co. (Tixco, LLC). The Ticketing Co. (Tixco, LLC) will not be held liable for ticket over-sales. Should tickets be oversold by the Producer, the Producer has the discretion as to the method of refund, including, but not limited to, event price refund, or ticket exchange for a similarly equivalent event. Should over-sale occur, only whole, non-perforated and unscanned tickets will be refunded or exchanged.
 - d. Venue seating charts are provided by producer and/or venue, not The Ticketing Co. (Tixco, LLC). The Ticketing Co. (Tixco, LLC) is not responsible for incorrect seating information, or ticket holder dissatisfaction with selected seating. Any seating dispute is between ticket purchaser and producer and/or venue. Service charges and mailing cross are not refunded due to customer seating dissatisfaction.
6. Lost, Stolen or Destroyed Tickets—Lost, Stolen or Destroyed Tickets will not be replaced or refunded, including tickets lost, stolen, delayed, damaged, or destroyed during delivery to ticket purchaser.
7. Refunds and Exchanges—All sales are final. The Ticketing Co. (Tixco, LLC) will not refund or exchange tickets, unless event is canceled or rescheduled.
8. Privacy Policy—There may be events for which the event producer requires the personal information of the purchaser. Once purchaser opts to provide name and contact information to producer, or purchases tickets to which an event producer requires the personal information of a purchaser, The Ticketing Co. (Tixco, LLC) is not responsible for producer's use of such information.
9. The Ticketing Co. (Tixco, LLC) reserves the right to use, collect, store and otherwise utilize any and all financial data entered into its software and/or server, whether by ticket sellers, venders, or purchasers, for whatever purposes The Ticketing Co. (Tixco, LLC) shall decide. However, The Ticketing Co. (Tixco, LLC) will never sell or otherwise share this financial data with any unauthorized third party.
10. Order Cancellation—The Ticketing Co. (Tixco, LLC) reserve the right to cancel ticket orders for any reason, not limited to incorrect billing information and/or fraudulent ticket purchasing.
11. Resale of Tickets—Tickets purchased through The Ticketing Co. (Tixco, LLC) are for individual use only and are not for resale. Resale will automatically void tickets, barring refunds, exchanges, and entry into event.
12. Disputes—Any dispute brought by purchaser against The Ticketing Co. (Tixco, LLC) will be governed by the Laws of the State of New York. It is agreed that in the event any legal action is instituted against The Ticketing Co. (Tixco, LLC), ticket purchaser agrees that jurisdiction and venue will be in the Courts of the State of New York or the United States District Court for the Eastern District of New York, if applicable.