

Jimmy's Jazz & Blues Club Terms and Conditions

Please review our Terms and Conditions, which will govern purchases through the Jimmy's Jazz & Blues sites, including our refund and exchange policy. ALL TICKETS ARE NON-REFUNDABLE unless a show is canceled. ALL SALES ARE FINAL.

PURCHASE POLICY

No tickets, memberships, or other products purchased on Jimmy's Jazz & Blues Club website are returnable or exchangeable. All sales are final. Before purchasing tickets, it is your responsibility to carefully review your seat location, event, and performance date.

Unlawful Resale

Purchasers are bound by the laws of the State of purchase, and Jimmy's Jazz & Blues Club reserves the right to pursue, to the fullest extent of the law, all penalties allowable for anyone caught counterfeiting, reproducing for sale, or altering tickets for unpaid or illegal entry into an event. We may also prohibit you from using the Site and revoke your e Membership privileges. Tickets unlawfully resold or attempted to be resold, counterfeit or copied tickets may be seized and canceled without compensation. Jimmy's Jazz & Blues Club has the right to restrict or deny ticket purchasing privileges to anyone that we determine to be in violation of our policies. You agree not to sell, reproduce for sale, alter, or counterfeit the ticket for any reason, and assume all financial liability for the copying of the user's unique order number and ticket name. Jimmy's Jazz & Blues Club tickets are held under the name designated by the purchaser. Unauthorized third party selling or bartering without consent of the artist or venue, is forbidden and can result in suspension or cancellation of Membership and the right to purchase tickets for Jimmy's Jazz & Blues Club Events. Please contact the Box Office if you have any questions about transferring or reselling tickets or Jimmy's Jazz & Blues Club reserves the right to cancel your purchase without notice.

Mobile Communication/Mobile Ticketing via SMS

Mobile Ticketing/SMS is a free product offered by Ticketmaster and Jimmy's Jazz & Blues Club doesn't charge you to receive your tickets. Please keep in mind that your mobile service provider's standard rate for receiving text messages may apply. Upgrade opportunities, cancellations, wait-list ticket purchases, and other details can be communicated through Email and Text messaging. You're free to unsubscribe to any email and text communication in the future. If you have any questions about the rate, please contact your service provider for more information.

Rejection and Ejection

Event staff reserves the right to refuse admission to, or eject, any person whose conduct the management deems to be disorderly or otherwise fails to comply with event rules. Breach of terms or rules will terminate your license to attend the event and will not result in a refund.

Opening Acts

Opening acts may sometimes tour with headlining performers. Jimmy's Jazz & Blues Club is not always made aware of opening acts or the length of their performances. These opening acts are subject to change or cancellation at any time without notice. No refund will be given if an opening act is changed or canceled unless the venue or promoter approves it.

You voluntarily assume all risks and dangers incidental to an Event, whether occurring before, during or after the Event, and you waive any claims for loss, damage, personal injury, illness or death against Jimmy's Jazz & Blues Club, the management of Jimmy's Jazz & Blues Club, any agent of Jimmy's Jazz & Blues Club, the performing artist(s), participants, and all of their respective parents, affiliated entities, agents, officers, directors, owners and employees on behalf of yourself and any minor accompanying you or for whom you purchased a Ticket.

Membership

Jimmy's Jazz & Blues Club always makes a best attempt possible to release tickets to Members early. However, there are sometimes instances when an artist insists their tickets go on sale to everyone at the same time.

Membership Renewal: Membership is automatically renewed annually, until members request to cancel. Annual membership is renewed for one year by payment of the membership fee in full in advance on the anniversary of the initial purchase. Membership can be canceled prior to renewal by emailing boxoffice@jimmysoncongress.com or contacting the Box Office. Membership refunds are available for up to 30 days after renewal.

Jimmy's Jazz & Blues Club can not accept responsibility for damage to or loss of any personal property at an Event.

RETURN POLICY

No memberships or other products purchased on Jimmy's Jazz & Blues Club's website are returnable or exchangeable. All sales are final.

Inability to Perform. Jimmy's Jazz & Blues Club shall not be liable for its failure to perform or for limited or interfered performance or other cause beyond the reasonable control of the Jimmy's Jazz & Blues Club due to Acts of God, including, but not limited to, flood, tornado, earthquake, storm, lightning, fire, epidemic or war, national emergency, civil disturbance, riot, sabotage, terrorism, court order or machinery or equipment failure, labor troubles, disputes or strikes, government regulations, utility shortages, restrictions upon travel affecting transportation of foods, beverages or supplies; or any other cause, whether specifically enumerated herein or not, the same shall not constitute a breach of this Agreement by Jimmy's Jazz & Blues Club, and Jimmy's Jazz & Blues Club shall not be liable to Client for any loss as a result of a force majeure event. Should any Act of God described in this section prevent Jimmy's Jazz & Blues Club from providing you with any services contracted herein, Jimmy's Jazz & Blues Club shall use reasonable efforts to provide you with a substitute date of commensurate value based on availability, and any amounts paid to Jimmy's Jazz & Blues Club shall be applied and credited to your payment obligations in connection with such substitute date.

Indemnification. To the extent permitted by law, you agree to indemnify, defend and hold harmless Jimmy's Jazz & Blues Club, and all of its officers, employees, directors, partners, and agents against all claims, losses or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees) ("Claims"), arising out of or connected with your function, except those claims arising out of the negligence or willful misconduct of Jimmy's Jazz & Blues Club. You further indemnify Jimmy's Jazz & Blues Club from all Claims related to a breach by

you of this Agreement and you represent and warrant that your activities conducted at Jimmy's Jazz & Blues Club and in connection with the Event shall not infringe the patent, copyright or trademark rights or violate rights of privacy or publicity of any third party.

Promotional Considerations. We have the right to review and approve any advertisements or promotional materials in connection with your function which specifically reference the Jimmy's Jazz & Blues Club's intellectual property, including but not limited to our name or logo. Jimmy's Jazz & Blues Club reserves the right to refuse approval of any material bearing its name, likeness or logo for any reason, in its sole discretion.

Attorney's Fees. The parties agree that in the event that any dispute arises in any way relating to or arising out of this Agreement, the prevailing party in any arbitration or court proceeding will be entitled to recover an award of its reasonable attorney's fees and costs, plus pre and post judgment interest, as may be finally determined and awarded by the trier of fact.

Arbitration. The parties agree that subject to the exclusion of intellectual property matters as set forth below, any dispute in any way arising out of or relating to this Agreement will be resolved by arbitration before JAMS or American Arbitration Association in the City and State of New York; provided, however, a dispute relating to patents, trademarks, trade dress, copyrights, trade secrets, false advertising, false representation, unfair competition and/or infringement of intellectual property rights shall not be subject to this provision. The parties further agree that in any arbitration proceeding they may conduct reasonable discovery pursuant to the arbitration rules, that the law of New York State will be the governing law, and any arbitration award will be enforceable in state or federal court.

Amendments The parties agree that any amendments or changes to the arrangements described in this Agreement must be made in writing, signed by both you and us.

Entire Agreement This Agreement, including these terms and conditions together with our BEO, and Invoice constitutes with exhibits attached (if any), constitutes the entire agreement between the parties, Jimmy's Jazz & Blues Club and Client.

Miscellaneous You cannot not assign any of your rights or obligations under this Agreement without Jimmy's Jazz & Blues Club's prior written consent. We are acting in the capacity of an independent contractor to you. This Agreement will not be construed as creating any agency, partnership, joint venture or other form of joint enterprise, nor will it create an employment or fiduciary relationship between you and us, and neither party has the authority to contract for or bind the other party in any manner whatsoever. This Agreement is for solely for the benefit of the parties hereto. Nothing in this Agreement will confer on any other person or entity any legal or equitable rights, benefits or remedies of any nature whatsoever. This Agreement and all matters resulting from or arising from or in connection with this Agreement are governed by the laws of the State of New York, without regard to reference to any conflicts of law provisions, and any matter must be brought in such jurisdiction. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such other term or provision. No waiver by us of any of the provisions of this Agreement is effective unless explicitly

set forth in writing and signed by us. No failure on our part to exercise, or delay by us in exercising, any rights or remedies in this Agreement will operate as a waiver of such rights or remedies. Should this contract not be signed and executed by the Due Date as stated above, then this agreement will be considered null and void in its entirety. The Venue will have no responsibility to continue to hold Event Space on a tentative basis, or otherwise, any further beyond the Due Date.

PRIVACY POLICY

Jimmy's Jazz & Blues Club complies with the privacy laws and regulations of the United States of America. This privacy notice describes the privacy policy associated with the Jimmy's Jazz & Blues Club web site. Except as set forth in this privacy notice, Jimmy's Jazz & Blues Club will not share personal information about you with anyone. By interacting with the Jimmy's Jazz & Blues Club web site, you agree to accept the practices described in this privacy notice.

Information Collected

A. Information You Give Us

Jimmy's Jazz & Blues Club receives and stores any information you choose to enter on the Jimmy's Jazz & Blues Club web site, or provide us in any other way, such as by telephone or by electronic mail. This information may include your name, address, e-mail address, and/or telephone number. We also collect from you certain information such as your credit card number and billing address when you order products through the Jimmy's Jazz & Blues Club web site.

Use of Information Collected

A. Electronic Mail

If you bought a ticket, you will be added to certain mailings by Jimmy's Jazz & Blues Club for future concerts and events.

B. Sharing with Third Parties

General: If we request demographic information, we will not share information about you as an individual with any other entity. If we do share demographic information with third parties, we will give them aggregate information only.

Agents and Service Providers^[SEP]: Jimmy's Jazz & Blues Club engages other companies and individuals to perform services on our behalf. Examples of these services include processing credit card payments, providing order fulfillment and customer services, sending postal mail and e-mail to you, and analyzing data. While these agents and service providers may have access to your personal information in connection with the performance of services for Jimmy's Jazz & Blues Club, they may not use such information for any purpose other than providing such services to Jimmy's Jazz & Blues Club.

Protection of Jimmy's Jazz & Blues Club and Others: We release account and other personal

information when we believe release is appropriate to comply with law; enforce or apply our User Agreement; or protect the rights, property, or safety of Jimmy's Jazz & Blues Club, our users, or others. This includes exchanging information with other companies and organizations for fraud protection and credit risk reduction.

How Secure is Information About Me?

Jimmy's Jazz & Blues Club works to protect the security of your information during transmission by using Secure Sockets Layer ("SSL") software, which encrypts information you input. If you make a purchase via the Jimmy's Jazz & Blues Club web site, we will use your credit card number only to process your payment and will not use it for marketing purposes. For reasons of security, credit card information is not stored on our Web Server. We will retain order information for our records, but this information is never shared with third parties.

Links

Jimmy's Jazz & Blues Club is committed to protecting your privacy; however, this privacy notice applies only to the information collected via the Jimmy's Jazz & Blues Club web site. If you came to the Jimmy's Jazz & Blues Club web site from any other web site, or if you link to another site from the Jimmy's Jazz & Blues Club web site (you can check where you are by checking the URL in the location bar on your browser), please be sure that you review the privacy policy of that site, as it may differ from ours.

Ticket Processing Fee: The ticket processing fee and all other fees charged on this event are for the administration, operations, and other expenses associated with this event (including but not limited to the ticketing and sales platforms).

Children

We do not knowingly collect personal information from any children under 13. Any portion of the Jimmy's Jazz & Blues Club web site intended for children under 13 will not request any personal information.

Conditions of Use, Notices, and Revisions

If you choose to interact with the Jimmy's Jazz & Blues Club web site, your visit and any dispute over privacy is subject to this privacy notice. Our business changes constantly. Accordingly, this notice may change, and use of information that we gather now is subject to the privacy notice in effect at the time of use. You should check the Jimmy's Jazz & Blues Club web site periodically to see recent changes.

How to contact us

If you have any questions about this Privacy Policy or our information-handling practices, or if you

would like to request information about our disclosure of personal information to third parties for their direct marketing purposes, please contact us by e-mail or postal mail as follows:^[1]_[SEP]

By purchasing seats marked as ADA Accessible, you acknowledge that you require the ADA compliant features of these seats.

Jimmy's Jazz & Blues Club

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