

# Terms of Use

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Effective **10.13.2014**

Welcome! This website is one of several websites operated by Anschutz Entertainment Group (“**AEG**,” “**us**,” “**our**,” or “**we**”). These Terms of Use (“**Terms of Use**”) set forth the terms and conditions under which you are authorized to use our websites (which includes any website on which these Terms of Use are posted, including RabobankArena.com, BakersfieldIceSports.com, or BakersfieldAmphitheatre.com, and other sites accessible via subdomains, and mobile versions of any of these sites) (each a “**Site**” and collectively the “**Sites**”).

To the extent additional rules or guidelines affect your use of these Site, those rules and guidelines (including our Privacy Policy) are hereby incorporated by reference into these Terms of Use. By using any of our Sites, you agree to these Terms of Use. If you do not agree to these Terms of Use, you should immediately stop using our Sites.

## Description of Service

Our Sites provide information about concerts, activities and events in your area, us, our partners, subsidiaries, related companies and sponsors, and other content we think would be of interest to you (collectively the “**Services**”). To the extent new services, content or features are added to our Sites in the future, your use thereof is subject to these Terms of Use.

## Third-party Services and Content

Our Sites are intended primarily for informational purposes. We provide links for you to purchase tickets or sign up for mailing lists, however these services are operated by third parties (such as Ticketmaster), not AEG. Your use of these features and other content or services provided by, or links to other websites on the Internet that are owned and operated by, third parties is not governed by these Terms of Use. You acknowledge and agree that we are not responsible for the availability of, or any content located on or through, any third-party site, or any services provided by third parties. You further acknowledge that any reliance on representations and warranties provided by any party other than AEG will be at your own risk. You expressly agree to hold us harmless for any claims of damage arising from any content, product or service provided by any third party. Your use of those third-party websites and services is subject to the terms of use and privacy policies posted on each site or service, and we encourage you to review those terms of use and privacy policies.

## Additional Policies and Agreements

Our Privacy Policy describes the information we collect when you and others use any of our Sites, as well as how we use the information, and some of the steps we take to protect your privacy. Our Privacy Policy is part of these Terms of Use. By agreeing to these Terms of Use, you consent to our use of your personal information in accordance with our Privacy Policy.

We are not responsible for any aspect of third-party service providers or websites, including the privacy practices of those parties or websites, even if you are directed there from our Sites. Please review any policies or terms that may apply to you if and when you purchase tickets, sign up for a mailing list, or visit other websites operated by third parties.

## **Modifications and Interruption to the Sites**

We reserve the right to modify or discontinue all or any portion of our Sites with or without notice to you. We will not be liable if we choose to exercise this right. You acknowledge and accept that we do not guarantee continuous, uninterrupted or secure access to our Sites, or that operation of our Sites will be uninterrupted or error free. You understand that usage of our Sites may be interfered with or adversely affected by numerous factors or circumstances outside of our control.

## **Your Representations**

As a condition of your right to use this Site, you represent that you are of legal age to enter into a binding contract and that you are not a person barred from visiting the Site and accessing the Services under the laws of the United States or other country.

## **Restricted Activities**

You agree not to use the Site to (a) violate or encourage the violation of any local, state, national, or international law; (b) stalk, harass, or harm another individual; (c) collect or store personal data about other users of our Site; (d) impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity; (e) interfere with or disrupt the Site or services or networks connected to the Site or disobey any requirements, procedures, policies, or regulations of networks connected to the Site. You agree not to use the Site to send any message that is unlawful, libelous, defamatory, abusive, sexually explicit, threatening, vulgar, obscene, profane, racially offensive, or otherwise objectionable, as determined by AEG in its sole discretion.

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## **User Feedback**

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## **Content Complaints**

If you believe that any content on our Site violates these Terms of Use or is otherwise inappropriate, please report the content by completing the Contact Us form on the Site, or send an email to [guest\\_services@rabobankarena.com](mailto:guest_services@rabobankarena.com).

## **Mobile Devices**

Separate versions of our Services or our Site may be available for use on mobile devices, and may be available in mobile apps. If you access our Site or Services on mobile devices or in mobile apps, you understand that your mobile carrier's standard charges will apply.

## **Dispute Resolution**

Any dispute arising out of or relating in any way to your use of our Sites or any products, services, or information you receive through our Sites, shall be submitted to confidential, binding arbitration in Los Angeles, California, pursuant to the American Arbitration Association's Commercial Arbitration Rules. The arbitrator's award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. No arbitration under these Terms of Use may be joined with another arbitration related to the subject matter hereof. Notwithstanding the foregoing arbitration requirement, with regard to any actual or potential violation of our intellectual property rights, we may seek injunctive or other appropriate relief in the courts of Los Angeles, California, and you hereby consent to the exclusive jurisdiction of such courts and waive all objections thereto. We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration we each waive any right to a jury trial.

## **Governing Laws**

The laws of the state of California and the United States govern these Terms of Use and any claims arising out of or relating to use of the Sites, without giving effect to any choice of law rules. We make no representation that our Sites are appropriate, legal or available for use outside of the United States. With the exception of any matters subject to arbitration as described above, the state and federal courts located in Los Angeles, California will serve as the venue for any actions brought, or claims made, arising out of your use of our Sites.

## **Compliance with Laws**

You assume all knowledge of applicable law and you are responsible for compliance with any such laws. You may not use the Site in any way that violates applicable state, federal, or international laws, regulations or other government requirements.

## **Changes to These Terms**

We reserve the right, at any time, to modify, alter, or update these Terms of Use without prior notice. You are encouraged to check this page regularly for changes to the Terms of Use. Modifications will become effective immediately upon being posted to our Site, without further notice to you. Your continued use of any of our Site after such modifications are posted constitutes your acknowledgement and acceptance of such modifications, and you may not amend these Terms of Use.

## **Other Terms**

If any provision of these Terms of Use is determined by a court of law to be unlawful, void or unenforceable for any reason, the other provisions (and any partially-enforceable provision) shall not be affected thereby and shall remain valid and enforceable to the maximum possible extent, and the invalid provision will be modified as necessary to make it valid and enforceable while as closely as possible reflecting the original intentions of AEG. You agree that these Terms of Use and any other agreements referenced herein may be assigned by us, in our sole discretion, to a third party in the event of a merger or acquisition or otherwise. These Terms of Use shall apply in addition to, and shall not be superseded by, any other written agreement between us in relation to your participation as a contributor to our Site. You agree and understand that these Terms of Use together with any other applicable click-through agreements you may have entered into regarding our Site, constitutes the entire agreement between you and AEG regarding your use of the Sites, and that any other prior agreements between you and AEG are superseded by these Terms of Use. Any failure by AEG to exercise its rights under these Terms of Use or to enforce the terms hereof will not constitute a waiver of those rights. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of a Site or relating to these Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred.

## **Contact Us**

If you have any questions about these Terms of Use, please feel free to contact us as follows:

By mail:

Anschutz Entertainment Group  
Attn: Legal  
800 West Olympic Blvd., Suite 305  
Los Angeles, CA 90015  
By email: [guest\\_services@rabobankarena.com](mailto:guest_services@rabobankarena.com)

By phone: 661-852-7300