

## Terms and Conditions Policy

Last updated: November 24, 2023

These terms and conditions (“Agreement”) set forth the general terms and conditions of your use of the allencontemporarytheatre.net website (“Website” or “Service”) and any of its related products and services (collectively, “Services”). This Agreement is legally binding between you (“User”, “you” or “your”) and Allen's Community Theatre dba Allen Contemporary Theatre (doing business as “ACT”, “we”, “us” or “our”). If you are entering into this Agreement on behalf of a business or other legal entity, you represent that you have the authority to bind such entity to this Agreement, in which case the terms “User”, “you” or “your” shall refer to such entity. If you do not have such authority, or if you do not agree with the terms of this Agreement, you must not accept this Agreement and may not access and use the Website and Services. By accessing and using the Website and Services, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement. You acknowledge that this Agreement is a contract between you and ACT, even though it is electronic and is not physically signed by you, and it governs your use of the Website and Services.

### Table of contents

- 1) Interpretation and Definitions
- 2) Terms and Conditions
  - a. Links to other resources
  - b. Prohibited uses
  - c. Ticket purchases and usage
  - d. Performances
  - e. Seating
  - f. Intellectual property rights
  - g. Limitation of liability
  - h. Severability
  - i. Changes and amendments
  - j. Acceptance of these terms
  - k. Contacting Us

## Interpretation and Definitions

### Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

### Definitions

For the purposes of this Privacy Policy:

**Account** means a unique account created for You to access our Service or parts of our Service.

**Affiliate** means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.

**Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Allen's Community Theatre dba Allen Contemporary Theatre, 1210 E Main St #300, Allen, TX 75002.

**Country** refers to: Texas, United States

**Device** means any device that can access the Service such as a computer, a cellphone or a digital tablet.

**Performance** refers to several types of productions or events. Further details can be found in the "Performance" section of this document.

**Service** refers to the Website or other affiliated websites used for ticket purchases (e.g. Tickets to the City - [https://buy.ticketstothecity.com/venue.php?org\\_id=408](https://buy.ticketstothecity.com/venue.php?org_id=408)), and any of Our Performances.

**Service Provider** means any natural or legal person who processes the data on behalf of the Company. It refers to third-party companies or individuals employed by the Company to facilitate the Service, to provide the Service on behalf of the Company, to perform services related to the Service or to assist the Company in analyzing how the Service is used.

**Toll Free Number** refers to the phone number to contact Us (1-844-822-8849). By calling or texting 844-822-8849 the patron agrees to receive text messages in response. If they no longer wish to receive text messages, they may opt out at any time by replying "STOP".

**Website** refers to Allen Contemporary Theatre, accessible from <https://allencontemporarytheatre.net/>

**Ticketing Website** refers to Tickets to the City, accessible from [https://buy.ticketstothecity.com/venue.php?org\\_id=408](https://buy.ticketstothecity.com/venue.php?org_id=408)

**You** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

## Terms and Conditions

### Links to other resources

Although the Website and Services may link to other resources (such as websites, mobile applications, etc.), we are not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with any linked resource, unless specifically stated herein. We are not responsible for examining or evaluating, and we do not warrant the offerings of, any businesses or individuals or the content of their resources. We do not assume any responsibility or liability for the actions, products, services, and content of any other third parties. You should carefully review the legal statements and other conditions of use of any resource which you access through a link on the Website. Your linking to any other off-site resources is at your own risk.

### Prohibited uses

In addition to other terms as set forth in the Agreement, you are prohibited from using the Website and Services or Content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Website and Services, third party products and services, or the Internet; (h) to spam, phish, pharm, pretext, spider, crawl, or scrape; (i) for any obscene or immoral purpose; or (j) to interfere with or circumvent the security features of the Website and Services, third party products and services, or the Internet. We reserve the right to terminate your use of the Website and Services for violating any of the prohibited uses.

### Ticket purchases and usage

Tickets for Performances may be purchased through the Ticketing Website or in-person at the Box Office (during hours when the box office is open).

Two basic types of tickets are available:

**Individual Show Tickets** – these tickets grant access to one specific, assigned seat for each ticket for a specific performance at a specific date and time. All patrons attending a performance must have their own Individual Show Ticket.

**Season/Sampler Ticket Package** – these ticket packages represent pre-payment for the opportunity to request Individual Show Ticket(s) at no additional charge. The holder of a Season/Sampler Ticket Package must still obtain an Individual Show Ticket for each performance they wish to attend.

- 1) If tickets are purchased via the Ticketing Website, the Individual Show Ticket will be emailed to the email address provided during the checkout process. Additionally, a copy of the Individual

Show Ticket can be obtained by going to the screen where tickets were purchased (www.allencontemporarytheatre.net, Tickets, Purchase Now), clicking on “FIND MY TICKETS” (top right of screen) and enter the email address used for the ticket purchase.

- 2) To obtain access to a Performance, all patrons MUST have an Individual Show Ticket. Such ticket MUST be presented at the Box Office for entry. The ticket may be in a printed format or e-format (image on a Device). The barcode MUST be legible to allow entry.
- 3) Will Call: If a patron does not have the capability to print out or display an e-ticket on a Device, they may present a photo ID to the Box Office on the day of the Performance. If the name on the ID matches the name on the ticket, they will be allowed entry. Alternatively, if the ticket was purchased as a gift, the patron must be able to provide the name under which the original ticket was purchased.
- 4) Individual Show Tickets are NOT refundable. However, Individual Show Tickets that were purchased for a specific date/time may be exchanged for a different date/time by contacting the box office via the Toll Free Number, via email ([Reservations@AllenContemporaryTheatre.net](mailto:Reservations@AllenContemporaryTheatre.net)), or via the Website - Contact Us form. Ticket exchanges MUST be completed no later than 30min before the start of the Performance for which they were purchased.
- 5) The Box Office opens 45 minutes prior to each Performance, and patrons should arrive at least 15 minutes before the start of the Performance. Any ticket that has not been presented to the Box Office 5 minutes before Performance is subject to forfeiture and the seat may be re-sold/re-issued to another patron. The value of the ticket will NOT be refunded or credited to the original purchaser.
- 6) We solely reserve the right to refuse Service any patron who, in the opinion of the ACT Board, was disruptive, acted fraudulently, or otherwise contrary to the good order of the theater. If they have purchased an Individual Show Ticket, Seminar/Camp Registration Fee, and attempt to present such ticket to attend a Performance, and this refusal of Service occurs prior to 30 minutes before the start of the Performance, the price of the Individual Show Ticket will be refunded and the patron will be refused entry. If such ticket is presented less than 30 minutes before the start of the Performance, the value of the Individual Show Ticket, Seminar/Camp Registration Fee, will NOT be refunded or credited to the original purchaser.
- 7) During a Performance (or Intermission thereof), in the case of a patron being disruptive, acting fraudulently, or otherwise contrary to the good order of the theater, the current Show Stage Manager has the sole authority to remove that patron from the Performance and refer the incident to the ACT Board for potential future refusal of service. The cost of the Individual Show Ticket, Seminar/Camp Registration Fee, etc. will NOT be refunded in this case.

## Performances

There are several types of performances offered by Us:

- 1) Straight Plays performances – these are traditional plays, performed by actors primarily with spoken dialogue, and can include existing or original works. These performances are included with the Season/Sampler Ticket Packages.
- 2) Musical performances – these are plays where music and singing are an integral part of the performance. These performances may be included with Season/Sampler Ticket Package – refer to the associated terms of those ticket packages.
- 3) Spotlight productions – these are special productions that may include singing performances, straight plays, etc. The events are special productions. They are designed to “spotlight” our ACT talent pool and the proceeds go directly to the ACT General Operational Budget. As such, they are not part of the REGULAR SEASON shows and are not included in Season/Sampler Ticket Packages.
- 4) Camps – These are multi-day/multi-session events, usually geared toward youth patrons, where the focus is on education, and the culmination is often a performance. These events are not included in Season/Sampler Ticket Packages.
- 5) Seminars – These are usually single session events, usually geared toward adult patrons, where the focus is on education, but does not usually include a performance. These events are not included in Season/Sampler Ticket Packages.
- 6) Recording or taping (video or audio or both) of any aspect of any Performance is strictly prohibited without Our specific, written permission. Furthermore, posting of images/videos obtained during Performances onto any form of Social Media, app or other website is strictly prohibited without Our specific, written permission.

## Seating

- 1) There are approximately 100 seats available for most performances. Lower registration limits may be imposed for certain events (e.g. Camp, Seminars, etc.).
- 2) Certain seats (A1 and A12) are re-moveable and are intended for use by patrons that are restricted to wheelchairs. Although these seats may be sold to other patrons, they may be asked to move to another open seat to accommodate a patron who is restricted to a wheelchair. This exchange would be voluntary for both patrons and conducted on a first-come, first-served basis.
- 3) Certain seats on the front row (Row A) are ground-level and are intended primarily for patrons that have restricted mobility, but are not restricted to wheelchairs. Although these seats may be sold to other patrons, they may be asked to move to another open seat to accommodate a patron who is restricted to a wheelchair. This exchange would be voluntary for both patrons and conducted on a first-come, first-served basis.

### Intellectual property rights

“Intellectual Property Rights” means all present and future rights conferred by statute, common law or equity in or in relation to any copyright and related rights, trademarks, designs, patents, inventions, goodwill and the right to sue for passing off, rights to inventions, rights to use, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, rights to claim priority from, such rights and all similar or equivalent rights or forms of protection and any other results of intellectual activity which subsist or will subsist now or in the future in any part of the world. This Agreement does not transfer to you any intellectual property owned by ACT or third parties, and all rights, titles, and interests in and to such property will remain (as between the parties) solely with ACT. All trademarks, service marks, graphics and logos used in connection with the Website and Services, are trademarks or registered trademarks of ACT or its licensors. Other trademarks, service marks, graphics and logos used in connection with the Website and Services may be the trademarks of other third parties. Your use of the Website and Services grants you no right or license to reproduce or otherwise use any of ACT or third party trademarks.

### Limitation of liability

To the fullest extent permitted by applicable law, in no event will ACT, its affiliates, directors, officers, employees, agents, suppliers or licensors be liable to any person for any indirect, incidental, special, punitive, cover or consequential damages (including, without limitation, damages for lost profits, revenue, sales, goodwill, use of content, impact on business, business interruption, loss of anticipated savings, loss of business opportunity) however caused, under any theory of liability, including, without limitation, contract, tort, warranty, breach of statutory duty, negligence or otherwise, even if the liable party has been advised as to the possibility of such damages or could have foreseen such damages. To the maximum extent permitted by applicable law, the aggregate liability of ACT and its affiliates, officers, employees, agents, suppliers and licensors relating to the services will be limited to an amount no greater than one dollar or any amounts actually paid in cash by you to ACT for the prior one month period prior to the first event or occurrence giving rise to such liability. The limitations and exclusions also apply if this remedy does not fully compensate you for any losses or fails of its essential purpose.

### Severability

All rights and restrictions contained in this Agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

### Changes and amendments

We reserve the right to modify this Agreement or its terms related to the Website and Services at any time at our discretion. When we do, we will revise the updated date at the bottom of this page. We may also provide notice to you in other ways at our discretion, such as through the contact information you have provided.

An updated version of this Agreement will be effective immediately upon the posting of the revised Agreement unless otherwise specified. Your continued use of the Website and Services after the effective date of the revised Agreement (or such other act specified at that time) will constitute your consent to those changes.

### Acceptance of these terms

You acknowledge that you have read this Agreement and agree to all its terms and conditions. By accessing and using the Website and Services you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to access or use the Website and Services.

### Contacting Us

If you have any questions, concerns, or complaints regarding this Agreement, we encourage you to contact us using the details below:

By email: [pr@AllenContemporaryTheatre.net](mailto:pr@AllenContemporaryTheatre.net)

By visiting this page on our website: <https://allencontemporarytheatre.net/contact-us>

By phone number: 844.822.8849

By mail: 1210 E Main St #300, Allen, TX 75002

This document was last updated on November 24, 2023