TERMS OF USE

Rubey Entertainment, LLC ("RubeyEntLLC", “We” or “Us”) operates various web sites and mobile applications accessible through domain names including, www.Rubeyentertainment.com, and [INSERT TICKETING SITE URL] (these web sites and mobile applications, whether existing now or in the future, collectively referred to as the “Sites” and individually referred to as the “Site”). This Terms of Use (this “Agreement”) governs your use of or access to the Sites. Please carefully read this Agreement. By using or accessing this Site or any other Site, you acknowledge and agree that you have read and agree to be bound by this Agreement as to Your use of, or access to, all Sites. This Agreement is made between Rubey Entertainment, LLC and you or, in the case that you represent and are using the Site on behalf of a company or other entity, that company or other entity (in either case, “You”). IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, PLEASE EXIT THE SITE NOW AND REFRAIN FROM USING ANY OF THE SITES.

1. USE OF THE SITE. You must be 13 years or older to access or use the Site. If you are under 13, then You may not use or access the Site under any circumstances. If You are 13 or older and younger than 18, then You may access and use the Site only if you have your parents’ or guardians' prior permission. By accessing or using the Site, You represent that You are at least 18 or that you are at least 13 and have your parents’ prior permission to do so. If you are a parent or guardian providing permission for a child age 13 or older to access or use the Site, then you agree to accept full responsibility for that child’s use of and access to the Site under this Agreement. You further represent and warrant that You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and You are not listed on any U.S. Government list of prohibited or restricted parties. We grant you a personal, non-exclusive, non-transferable license to access and use the Site solely for lawful purposes and only in accordance with the terms of this Agreement and any other agreement You are required to agree to before being given access to any specific areas of the Site (any such additional agreements are in addition to this Agreement and will govern your use of the portions of the Site to which those additional agreements apply in the event of a conflict between the terms of this Agreement and those additional agreements). RubeyEntLLC reserves the right at any time and in its sole discretion to modify, suspend, or discontinue the Site (or any portion thereof) or You access to it with or without notice.

2. REGISTRATION. Registration is not mandatory to access the public areas of the Sites. Registration may, however, be required for access to certain areas of the Sites and the products and services provided through those areas of the Sites. The areas of the Sites that may require registration are noted on each Site. Until you apply for and are approved as a registered user of the Site (a “Registered User”), Your access to the Site will be limited to the areas of the Site generally available to all users. Your approval as a Registered User is at the sole discretion of RubeyEntLLC. In connection with Your application to become a Registered User, You will be asked to submit certain information about Yourself (“Registration Information”).
3. YOUR ACCOUNT. If You are approved as a Registered User, You will be asked to create a password-protected account to access the areas of the Site available to registered users (an “Account”). You agree to keep Your Account information and password confidential. You agree to notify RubeyEntLLC immediately of any actual or suspected unauthorized use of your Account. Your Account is solely for Your personal and non-commercial use. You may not sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer Your Account or the right to access your Account to any third party. You are solely responsible for all activities that occur through Your Account. RubeyEntLLC will not be responsible for any loss to You caused by your failure to comply with these obligations. You represent and warrant that: (1) all Registration Information You have provided is true, accurate, current, and complete; and (2) You will maintain and promptly update the Registration Information to keep it true, accurate, current, and complete. As part of the registration process, you will be assigned or permitted to create a user ID for use in identifying your Account (a “User ID”). You may not: (a) select or use a User ID of another person with the intent to impersonate that person; (b) use a User ID in which another person has rights without such person’s authorization; or (c) use a User ID that RubeyEntLLC, in its sole discretion, deems offensive. Failure to comply with the foregoing shall constitute a breach of this Agreement, which may result in immediate termination of your Account.

4. PURCHASES. You may be offered the opportunity to purchase, subscribe to or otherwise obtain products or services accessible or made available through the Site or Services (each a “Product” or “Service,” respectively). Any purchase or subscription will be subject to any terms and conditions displayed in connection with the purchase or subscription.

5. TERM AND TERMINATION. This Agreement will be effective on the date You first use the Site or Services and will continue until terminated. RubeyEntLLC may terminate this Agreement, and Your access to any Site, immediately, for any reason or no reason, with or without notice to You. RubeyEntLLC may also suspend your use of the Site and direct You to cease using the Site (or those Products or Services) with or without notice to You and with or without cause. Upon any termination of this Agreement, all rights granted to You under this Agreement will cease; if You are a Registered User, your Account will be closed, and You must promptly discontinue all use of or access to any part of the Site. Sections 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 19 will survive termination or expiration of this Agreement for any reason as they apply to the rights granted to RubeyEntLLC and the restrictions placed on You.

6. SOFTWARE AND WIDGETS. The widgets and other software and code available on or for download through the Site (“Software”) are protected by intellectual property rights, including, as applicable and without limitation, copyrights, trademarks, patents (and patent applications), trade secrets and other proprietary and intellectual property rights (“Intellectual Property Rights”). Unless otherwise expressly stated in a license or other agreement separate from this Agreement that You may have entered into (or may enter into) with RubeyEntLLC or its Affiliates relating to any Software (each such license or other agreement, a “Software License Agreement”) or as otherwise in this Section 6, RubeyEntLLC grants you a personal, limited, non-exclusive, non-transferable right to download, install and execute a single copy of the Software in accordance with the instructions provided on the Site or through the Services and solely for your own personal and non-commercial purposes. Except as expressly set forth in the
foregoing sentence (or any applicable Software License Agreement), You are granted no licenses or rights, whether by implication, estoppel, or otherwise, in or to any Software or any Intellectual Property Rights therein or related thereto, and You may not modify, copy or reproduce, perform, display, create derivative works from, republish, post, transmit, participate in the transfer or sale of, distribute, or in any way exploit any portion of the Software without the prior written permission of RubeyEntLLC. For software distributed under a third party license (referred to as "Open Source Software"), Your use of the Open Source Software will be governed by the applicable third party license. To the extent the terms of the license applicable to Open Source Software prohibit any of the restrictions in this Agreement, then with respect to the specific Open Source Software, such restrictions will not apply to such Open Source Software component.

7. CONTENT. The text, files, images, graphics, illustrations, information, data, audio, video, photographs, advertising, and other content (collectively, "Content") available on the Site or provided from or through the Site, including, without limitation, all Content made available through any widget or other Software (such Content and any other contents of the Site or Services, collectively, “Site Content”) are protected by the Intellectual Property Rights of RubeyEntLLC and its partners, affiliates, and licensors (“Affiliates”). Unless otherwise noted on the Site, as between You, RubeyEntLLC and its Affiliates, all Site Content is owned by RubeyEntLLC and its Affiliates. Your access to and use of any Site Content is also subject to any other license or other agreement separate from this Agreement that You may have entered into (or may enter into) with RubeyEntLLC or any of its Affiliates relating to that Site Content (each of those licenses or other agreements, a “Content Agreement”). Except as expressly set forth in this Agreement or any Content Agreement or the express functionality of a Site, You are granted no licenses or rights, whether by implication, estoppel, or otherwise, in or to the Site or Site Content, or any Intellectual Property Rights therein or related thereto, and You may not modify, reproduce, perform, display, create derivative works from, republish, post, transmit, participate in the transfer or sale of, distribute, or in any way exploit any portion of the Site or Site Content without the prior written permission of RubeyEntLLC. If you would like to use the Site Content in a manner that is not expressly set forth in this Agreement or any other Content Agreement, please send your request to RubeyEntLLC by emailing RubeyEntLLC at info@RubeyEntLLCevents.com.

8. MARKS. Unless otherwise labeled, all trademarks, trade names, service marks, logos, banners, and page headers displayed on the Site or through the Services (collectively, the "Marks") are the property of RubeyEntLLC and its Affiliates. Except as expressly set forth in this Agreement, You may not display, link to, or otherwise use the Marks without the prior written permission of RubeyEntLLC.

9. POSTINGS AND UPLOADS. The Site may include forums, bulletin boards, chat rooms, or other opportunities through which You may provide, transmit, upload, or otherwise make available Content to the Site or through the Services (such Content, “Provided Content”). You agree not to upload or provide any Provided Content that is: (1) incomplete, false, inaccurate, libelous, defamatory, obscene, abusive, pornographic, threatening, or an invasion of privacy; (2) an infringement or misappropriation of the Intellectual Property Rights of any third party; (3) illegal in any way or that advocates illegal activity; or (4) an advertisement or solicitation of funds, goods, or services. You represent and warrant to RubeyEntLLC and its Affiliates that
You own all right, title, and interest in and to any Provided Content that You provide or upload to the Site or through the Services, or that You have sufficient rights, whether by implication, estoppel, or otherwise, to grant RubeyEntLLC the rights discussed in this Agreement. You will indemnify, defend, and hold harmless RubeyEntLLC and its Affiliates from any and all third-party claims, losses, liabilities, damages, fees, expenses, and costs (including attorneys’ fees and court costs) that result from a breach or alleged breach of any representation or warranty set forth in this Agreement. By providing or uploading any Provided Content to the Site or through the Services, unless otherwise stated in a separate agreement entered into by You and RubeyEntLLC in connection with Your upload of any Provided Content, You grant RubeyEntLLC a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, copy, store, reproduce, modify, display, adapt, publish, translate, create derivative works from, distribute, and display such Provided Content throughout the world in any form, media, software, or technology of any kind. In addition, you waive all moral rights in the Provided Content or warrant that all moral rights applicable to such content have been waived. You also grant RubeyEntLLC the right to use Your name in connection with the reproduction or distribution of such material.

10. CONDUCT. You will not and will not permit any third party to: (1) use the Site to harvest or collect e-mail addresses or other contact information of other users from the Site by electronic or other means for the purposes of sending unsolicited e-mails or other unsolicited communications; (2) use the Site in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Site or RubeyEntLLC’s networks or network security; (3) use the Site or Content for any commercial purpose or in any automated manner including, without limitation using or attempting to use the Site to gain unauthorized access to any other computer system; (4) use automated scripts to collect information from or otherwise interact with the Site; (5) use the Site to intimidate or harass any other people or entities or to impersonate another person; (6) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or method of operation of the Site; (7) remove, bypass or circumvent any electronic protection measures on the Site; (8) remove, alter, or obscure any copyright or other proprietary rights notices included on the Site, or Content; or (9) upload to the Site or provide to RubeyEntLLC any code or device capable of or intended to interrupt, harm or damage the Site or Content or the operation thereof.

11. CLAIMS OF INFRINGEMENT. Just as RubeyEntLLC requires users of the Site to respect the copyrights and other intellectual property rights of RubeyEntLLC, its Affiliates, and other third parties, RubeyEntLLC respects the copyrights and other intellectual property rights of users of the Site and other third parties. If You believe in good faith that Your copyrighted work has been reproduced on the Site without authorization in a way that constitutes copyright infringement, You may notify our designated copyright agent by mail to:

Rubey Entertainment, LLC
Attn: Marketing Department
5541 Foothill Drive
Agoura Hills, CA 91301

Please provide the following information to RubeyEntLLC’s Marketing Department:
(1) the identity of the infringed work, and of the allegedly infringing work;
(2) Your name, address, daytime phone number, and E mail address, if available;
(3) a statement that You have a good-faith belief that the use of the copyrighted work is not
authorized by the owner, his or her agent, or the law;
(4) a statement of the accuracy of the notice and, under penalty of perjury, that You are
authorized to act on behalf of the owner; and
(5) Your electronic or physical signature.

12. REPRESENTATIONS AND WARRANTIES. You hereby represent, warrant, and
covenant for the benefit of RubeyEntLLC and its Affiliates that: (1) You have the legal right and
authority to enter into this Agreement, and, if You are accepting this Agreement on behalf of a
company or other entity, to bind the company or other entity to the terms of this Agreement; (2)
You have the legal right and authority to perform Your obligations under this Agreement and to
grant the rights and licenses described in this Agreement and in any applicable additional
agreement You enter into in connection with Your access to the Site or use of the Services; and
(3) all information You provide to RubeyEntLLC in connection with this Agreement and Your
access to the Site or use of the Services is correct, current and Your own.

13. DISCLAIMER AND LIMITATION OF LIABILITY.

13.1 Disclaimer. THE SITE AND ALL CONTENT, SOFTWARE, PRODUCTS, AND
SERVICES PROVIDED THROUGH OR IN CONNECTION WITH THE SITE, OR
OTHERWISE PROVIDED BY RUBEYENTLLC, ARE PROVIDED "AS IS" AND “AS
AVAILABLE” WITH NO WARRANTIES WHATSOEVER. NEITHER RUBEYENTLLC
NOR ITS AFFILIATES REPRESENT OR ENDORSE THE ACCURACY OR RELIABILITY
OF ANY CONTENT, ADVICE, OPINION, STATEMENT, OR OTHER DATA OR
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SOFTWARE, AND CONTENT IS AT YOUR OWN DISCRETION AND YOUR OWN
RISK, AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY LIABILITY OR DAMAGE
YOU INCUR THROUGH ACCESS TO OR USE OF THE SITE OR ANY PRODUCTS
SERVICES, SOFTWARE, OR CONTENT. EXCEPT WHERE THE LAWS AND
REGULATIONS OF A PARTICULAR JURISDICTION CONCERNING WARRANTIES
CANNOT BE WAIVED OR EXCLUDED BY AGREEMENT, RUBEYENTLLC EXPRESSLY
DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING THE
SITE AND CONTENT, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF
TITLE, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A
PARTicular PURPOSE. WITHOUT LIMITING THE FOREGOING, RUBEYENTLLC
MAKES NO WARRANTY THAT THE SITES OR CONTENT WILL BE ERROR-FREE OR
FREE FROM INTERRUPTIONS, CRASHES, AND DOWNTIME OR OTHER FAILURES;
THAT ERRORS OR DEFECTS WILL BE CORRECTED; OR THAT THE SITES OR
CONTENT WILL MEET YOUR REQUIREMENTS. THE SITE AND THE PRODUCTS,
SERVICES, SOFTWARE OR CONTENT ARE NOT FAULT TOLERANT AND ARE NOT DESIGNED OR INTENDED FOR USES FOR OR WITH REAL TIME ROUTE GUIDANCE (INCLUDING WITHOUT LIMITATION, TURN-BY-TURN ROUTE GUIDANCE AND OTHER ROUTING THAT IS ENABLED THROUGH THE USE OF A GPS OR OTHER SENSOR) OR FOR OR IN CONNECTION WITH ANY SYSTEMS OF FUNCTIONS FOR AUTOMATIC OR AUTONOMOUS CONTROL OF VEHICLE BEHAVIOR, WHERE THE FAILURE OF THE PRODUCT COULD LEAD TO DEATH, PERSONAL INJURY, OR ENVIRONMENTAL DAMAGE.

RUBEYENTLLC DOES NOT ENDORSE, WARRANT OR GUARANTEE ANY PRODUCTS OR SERVICES OFFERED OR PROVIDED BY OR ON BEHALF OF THIRD PARTIES ON OR THROUGH THE SITE. RUBEYENTLLC IS NOT A PARTY TO, AND DOES NOT MONITOR, ANY TRANSACTION BETWEEN USERS AND THIRD PARTIES WITHOUT THE DIRECT INVOLVEMENT OF COMPANY.

13.2 Limitation. IN NO EVENT WILL RUBEYENTLLC BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES, WHETHER IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, IN CONNECTION WITH YOUR ACCESS TO OR USE OF (OR YOUR FAILURE TO GAIN ACCESS TO OR USE OF) THE SITE, EVEN IF RUBEYENTLLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. RUBEYENTLLC’S TOTAL AGGREGATE LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED $100.

14. INDEMNIFICATION. You hereby indemnify, defend, and hold harmless RubeyEntLLC and its Affiliates, employees, agents, contractors, assignees, licensees, and successors in interest (“Indemnified Parties”) from any and all claims, losses, liabilities, damages, fees, expenses, and costs (including attorneys’ fees, court costs, damage awards, and settlement amounts) that result from any third party claim or allegation against any Indemnified Party arising from Your accessing or using the Site, Your breach of any term of this Agreement, or your providing information or materials that infringe any third party proprietary right. RubeyEntLLC will provide You with notice of any such claim or allegation, and RubeyEntLLC will have the right to participate in the defense of any such claim at its expense.

15. PRIVACY POLICY. Direct your web browser to http://www.rubeyentertainment.com/privacy to view a copy of RubeyEntLLC’s privacy policy (the “Privacy Policy”) which is incorporated in this Agreement by reference. By accepting this Agreement, You expressly consent to the use and disclosure of your personally identifiable and other information as described in the Privacy Policy.

16. LINKED SITES OR SERVICES. The Site may contain links to third-party sites or services that are not under the control of RubeyEntLLC, and RubeyEntLLC is not responsible for any content on any linked site or service. If you access a third-party site or service from the Site or through the Service, then you do so at your own risk. RubeyEntLLC provides links only as a convenience, and the inclusion of the link does not imply that RubeyEntLLC endorses or
accepts any responsibility for the content on those third-party sites or services. RubeyEntLLC welcomes links to the Site. You may establish a link to the Site, provided that the link does not state or imply any sponsorship or endorsement of your site by RubeyEntLLC or any group or individual affiliated with RubeyEntLLC. You may not use on Your site or through Your service any Content or Marks appearing on the Site in establishing the link. You may not frame or otherwise incorporate into another site or service the Content or other materials on the Site without prior written consent.

17. MOBILE SERVICES. The Site may allow you to enroll to receive SMS communications or to access a Site using a mobile device (“RubeyEntLLC Mobile Services”) or made available through Your mobile telephone and other mobile device (“Mobile Device”). By accessing, using, or subscribing to any RubeyEntLLC Mobile Services, You consent to receiving Content, Products, and Software from RubeyEntLLC through Your Mobile Device, including, without limitation, news, updates, notices, alerts, polls, giveaways, ringtones, wallpaper, advertising, coupons, datacasts, games, widgets, and other mobile Content. You also consent to providing Content from your Mobile Device to RubeyEntLLC, including, without limitation, comments, responses, notices, unique device identifiers, GPS and other location-based and geo-positioning information, or other data or information. All Content, Products, Software, or other data or information received, provided, transmitted, exchanged, or otherwise made available through the RubeyEntLLC Mobile Services are subject to this Agreement. You acknowledge that You: (1) are the authorized account holder for each Mobile Device through which You access, use, or subscribe to any RubeyEntLLC Mobile Services; or (2) have the authorized account holder's permission to access, use, or subscribe to such RubeyEntLLC Mobile Services. The RubeyEntLLC Mobile Services are available only through participating mobile carriers and on compatible Mobile Devices. Message and Data rates may apply to the RubeyEntLLC Mobile Services and, depending on your Mobile Device plan or Your mobile carrier or provider, You may incur additional message or data charges by using or accessing the RubeyEntLLC Mobile Services. Contact Your mobile service provider for more information. You may unsubscribe from the RubeyEntLLC Mobile Services at any time by replying with the word “STOP” to any message received from RubeyEntLLC or to any short code provided to You when You subscribed to the RubeyEntLLC Mobile Services or any replacement for that short code later provided by RubeyEntLLC.

18. NOTICES. Except as expressly stated otherwise, any notices required or allowed under this Agreement will be given to RubeyEntLLC by postal mail to the address for RubeyEntLLC listed on the Site. If applicable law requires that RubeyEntLLC accept E-mail notices (but not otherwise), then You may send RubeyEntLLC an E-mail notice by emailing RubeyEntLLC at info@RubeyEntLLCEvents.com. With respect to RubeyEntLLC's notices to You, RubeyEntLLC may provide notice of amendments by posting them on the Site and You agree to check for changes. In addition, or in lieu thereof, RubeyEntLLC may give notice by sending E-mail to the E-mail address You provide during registration for the Site. Notice shall be deemed given 24 hours after it is posted or an E-mail is sent, unless (as to E-mail) the sending party is notified that the E-mail address is invalid.

19. GENERAL TERMS.
19.1 **Third-Party Beneficiaries.** RubeyEntLLC’s Affiliates are intended third-party beneficiaries under this Agreement with the right to enforce the provisions that directly concern Content to which they have rights.

19.2 **Assignment/Successors.** You may not assign, delegate or transfer this Agreement or any of Your rights hereunder, and any attempt to do so will be null and void. The terms of Agreement inure to the benefit of RubeyEntLLC’s successors, assigns and licensees.

19.3 **Integration.** This Agreement sets forth the entire understanding of the parties with respect to access to and use of the Sites and supersedes any and all prior oral and written agreements or understandings between the parties regarding the subject matter of this Agreement. This Agreement may not be modified except upon mutual written agreement of both parties. The waiver by either party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. You also may be subject to additional terms and conditions that are applicable to certain parts of the Site.

19.4 **Severability.** If for any reason any provision of this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability, without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

19.5 **Jurisdiction and Venue.** This Agreement will be governed by the laws of the State of Colorado, without giving effect to any conflict of laws principles. The parties specifically exclude from application to the Agreement the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act. You hereby irrevocably and unconditionally consent to the jurisdiction and venue in the state and federal courts sitting in Denver, CO. In any such dispute, the prevailing party will be entitled to recover its reasonable attorneys’ fees and expenses from the other party.

19.6 **Modifications.** RubeyEntLLC reserves the right, at any time and without notice, to add to, change, update, or modify the Site, Content, or this Agreement, simply by posting such addition, change, update, or modification on the Site. Any such addition, change, update, or modification will be effective immediately upon posting on the Site and Your continued use of the Site following posting or providing of any such addition, change, update, or modification will constitute Your agreement to be bound by the addition, change, update, or modification.

19.7 **Google.** Certain Products, Services, Content or Software provided through the Site (or otherwise provided by RubeyEntLLC) may include services, Content or software provided by Google Inc. By using these services, Content or software, You are agreeing to be bound by Google’s Terms of Use located at http://www.google.com/intl/en_us/help/terms_maps.html.