

# Terms and Conditions of Use

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Effective 07/19/2016

## Overview

Welcome! This website, mobile application or service is owned and operated by AEG Management Oakland, LLC (“**Oracle Arena**,” “**us**,” “**our**,” or “**we**”), a subsidiary of Anschutz Entertainment Group. These Terms and Conditions of Use (“**Terms of Use**”) set forth the terms and conditions under which you are authorized to use our websites at [www.coliseum.com](http://www.coliseum.com); [www.oraclearena.com](http://www.oraclearena.com), and any other site where this policy is posted (including any subdomains and mobile versions, the “**Site**”), use our mobile application (the “**Mobile App**”), and interact with our other on-site or web-enabled technologies, such as Bluetooth beacons, interactive kiosks, or future technologies. We may refer to the Mobile App, Site, and related web-enabled technologies collectively as our “**Digital Services**.”

**Through your use of our Digital Services, you consent to the practices described in these Terms of Use.**

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

## Description of Service

Our Digital Services primarily provide information about events or activities held at Oracle Arena, and other content we think would be of interest to you. To the extent new services, content or features are added to our Digital Services in the future, your use thereof is subject to these Terms of Use.

## Third-party Services and Content

Our Digital Services are intended primarily for informational purposes. We enable you to inquire about the various services and events at Oracle Arena, and we provide links for you to purchase tickets through third party ticketing services. Your use of these features and other content or services provided by third parties—including third-party links to other websites on the Internet—are 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 service, or any use of your information by those third parties. You further acknowledge that any reliance on representations and warranties provided by any party other than Oracle Arena 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 or use of your information by those third parties. 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.

## Modifications and Interruption to the Digital Services

We reserve the right to modify or discontinue all or any portion of our Digital Services 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 Digital Services, or that operation of our Digital Services will be uninterrupted or error free. You understand that usage of our Digital Services 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 our Digital Services, you represent that you are of legal age to enter into a binding contract and that you are not a person barred from accessing the Digital Services under the laws of the United States or any other country.

## Restricted Activities

You may not engage in any of the following with regard to the Digital Services (including without limitation posting or transmitting content through the Digital Services), and you agree not to use the Digital Services to:

- (1) violate or encourage the violation of any local, state, national, or international law or regulation;
- (2) collect or store personal data about other users of our Digital Services or solicit personal information from any individual;
- (3) impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity;
- (4) send or promote any message that is unlawful, libelous, defamatory, abusive, sexually explicit, threatening, vulgar, obscene, profane, disparaging regarding racial, gender or ethnic background, any statement that you have reason to know is false or misleading, or otherwise objectionable messages, as determined by Oracle Arena in its sole discretion;
- (5) infringe any patent, trademark, trade secret, copyright, right of publicity or privacy, or other right of any party, or distribute any content you do not have a right to make available under any law or under contractual or fiduciary relationships;
- (6) promote or distribute any unauthorized advertising, promotional materials, or material which can be characterized as "junk mail," "spam," "chain letters," "pyramid schemes," or similar material, any request for or solicitation of money, goods, or services for private gain, or any information posted primarily for advertising, promotional, or other commercial purposes;
- (7) disrupt or interfere with the security or use of the Digital Services or any websites or content linked to them;
- (8) interfere with or damage the Digital Services, including, without limitation, through the use of viruses, Trojan horses, harmful code, denial of service attacks, packet or IP spoofing, forged routing or email address information or similar methods or technology or disobey any requirements, procedures, policies, or regulations of networks connected to our Digital Services;
- (9) attempt to use another user's account, impersonate another person or entity, misrepresent your affiliation with a person or entity, including (without limitation) Oracle Arena or create or use a false identity;
- (10) attempt to obtain unauthorized access to the Digital Services or portions thereof that are restricted from general access;
- (11) use any meta tags or any other "hidden text" utilizing the Oracle Arena name, trademarks, or product names;
- (12) attempt to reverse engineer or otherwise derive or obtain the code in any form for any software used in the Digital Services;
- (13) engage in any activity that interferes with any third party's ability to use or enjoy the Digital Services; or
- (14) assist any third party in engaging in any activity prohibited by these Terms of Use.

Further, without our written consent, you may not:

- (1) reproduce, duplicate, copy, sell, resell, or exploit for any commercial purpose any Oracle Arena content or any use of or access to the Digital Services;
- (2) use any high volume, automated, or electronic means (including, without limitation, robots, spiders, scripts, or other automated devices) to access the Digital Services or monitor or copy our web pages or the content contained thereon;
- (3) deep link to the Digital Services for any purpose; or frame the Digital Services, place pop-up windows over any content, or otherwise affect the display of the Digital Services.

## **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT PERMITTED BY LAW, ORACLE ARENA, ITS RELATED ENTITIES, ITS SERVICE PROVIDERS, ITS LICENSORS, AND ITS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS (COLLECTIVELY THE "ORACLE ARENA PARTIES") EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, RELATED TO OUR DIGITAL SERVICES. YOU UNDERSTAND AND AGREE THAT YOUR USE OF OUR DIGITAL SERVICES IS AT YOUR SOLE RISK. OUR DIGITAL SERVICES AND ALL CONTENT, PRODUCTS AND SERVICES OFFERED THROUGH THE DIGITAL SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE ORACLE ARENA PARTIES ARE NOT RESPONSIBLE FOR THE TIMELINESS OF DELIVERY OF CONTENT, ANY FAILURES OF DELIVERY, ERRONEOUS DELETION, OR ANY LOSS OR DAMAGE OF ANY KIND YOU CLAIM WAS INCURRED AS A RESULT OF THE USE OF ANY DIGITAL SERVICES. UNDER NO CIRCUMSTANCES, WILL ANY OF THE ORACLE ARENA PARTIES BE LIABLE TO YOU OR TO ANY PERSON OR ENTITY CLAIMING THROUGH YOU FOR ANY LOSS, INJURY, LIABILITY OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS TO, USE OF, INABILITY TO USE, OR RELIANCE ON ANY OF OUR DIGITAL SERVICES OR ANY CONTENT, PRODUCT OR SERVICE PROVIDED TO YOU THROUGH OR IN CONNECTION WITH ANY OF OUR DIGITAL SERVICES. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL LOSSES AND DAMAGES OF ANY KIND WHATSOEVER, WHETHER DIRECT OR INDIRECT, GENERAL, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, LOSS OF DATA, GOODWILL, REVENUE OR PROFITS. THIS LIMITATION OF LIABILITY APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER BASIS; EVEN IF ANY ORACLE ARENA PARTY HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES; AND WITHOUT REGARD TO THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES. IF ANY PART OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID, ILLEGAL OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF THE ORACLE ARENA PARTIES UNDER SUCH CIRCUMSTANCES TO YOU OR ANY PERSON OR ENTITY CLAIMING THROUGH YOU FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED WILL NOT EXCEED ONE HUNDRED U.S. DOLLARS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

You acknowledge that you may have or may in the future have claims against us which you do not know or suspect to exist in your favor when you agreed to these Terms and which if known, might materially affect your consent to these Terms. You expressly waive all rights you may have under Section 1532 of the California Civil Code, which states:

A GENERAL RELEASE DOES NOT EXTEND THE CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

IF THIS CLAUSE IS HELD TO BE UNENFORCEABLE IN WHOLE OR IN PART IN ANY JURISDICTION DUE TO RELEVANT LAWS, THEN IN NO EVENT SHALL OUR OR THE RELEASEES' TOTAL LIABILITY TO YOU EXCEED THE TOTAL AMOUNT YOU HAVE PAID US OR THE RELEASEES DURING THE SIX (6) MONTHS PRIOR TO THE INCIDENT. NOTHING IN THIS CLAUSE SHALL LIMIT OR EXCLUDE ANY LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM NEGLIGENCE.

## Indemnification

You agree to indemnify and hold the Oracle Arena Parties harmless from any claim or demand, including reasonable attorney's fees and costs, made by any third party due to or arising out of your posting of any content on our Digital Services, or other use of our Digital Services in a manner not permitted by these Terms of Use, including without limitation your actual or alleged violation of these Terms of Use, or infringement of a third party's intellectual property or other rights by you or another user of our Digital Services using your computer, mobile device or account.

## Copyright and Trademark Information

All content, copyrights and other intellectual property rights in the content available on our Digital Services, including without limitation design, text, graphics, interfaces, and the selection and arrangements thereof, are owned by Oracle Arena, with all rights reserved, or in some cases may be licensed to Oracle Arena by third parties. This content is protected by the intellectual property rights of Oracle Arena or those owners. All content which qualifies for protection under U.S. Federal Copyright Law is subject to the exclusive jurisdiction of the Federal Court System, whether registered or unregistered. All trademarks displayed on our Digital Services are the trademarks of their respective owners, and constitute neither an endorsement nor a recommendation of such parties. In addition, such use of trademarks or links to the websites of third parties is not intended to imply, directly or indirectly, that those third parties endorse or have any affiliation with Oracle Arena.

## Permitted Use of Mobile Application

Our Mobile App is protected by copyright and may not be sold, redistributed, copied, made available to the public, or part of a derivative work created by you without the express written consent of Oracle Arena. You may not attempt to decompile, reverse engineer, disassemble or otherwise modify our Mobile App, or in any way compromise the security of data stored or transmitted by our Mobile App.

## Permitted Use of the Content

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## Links to the Digital Services

You are hereby licensed to create hyperlinks to content on the Digital Services, provided that the hyperlink accurately describes the content to which it links. If you include links to our Digital Services on your website, when the link is clicked, the applicable page within our Digital Services must be displayed in full (including all trademarks, branding, advertising and promotional materials), without any accompanying frame, border, margin, design, branding, trademark, advertising, or promotional materials not originally displayed on the page within the applicable Digital Service, and without any interstitial pop-ups or web pages loading before the applicable target page is accessed. The page on which such links are featured must be accessible to the general public and not provided through a subscription service or for a

**Comment [DS1]:** We will ask each venue if they have any RSS feeds of events or anything else to include here.

fee, unless otherwise expressly agreed in writing by Oracle Arena. Under no circumstances may you "frame" all or any portion of the Digital Services or copy portions of the Digital Services to a server, except as part of an Internet service provider's incidental caching of pages. We reserve the right to revoke these licenses generally, or your right to use specific links or feeds, at any time, with or without cause.

## Mobile Devices & Third-Party Restrictions

If you access our Digital Services on mobile devices or in our Mobile App, you understand that your mobile carrier's standard charges will apply. When you download our Mobile App, you will also be subject to any terms imposed by the "store" through which you obtain the Mobile App, if any (e.g. the Apple App Store or Google Play Store, or others).

Any Mobile app installed from the Apple App Store, Google Play Store, or other app "store" must be installed on a device you control or own, and must be used in accordance with any applicable terms from the Apple App Store or other store. The following terms are required by Apple and are applicable if you install our Mobile App from the Apple App Store:

Oracle Arena, not Apple, is responsible for:

- (1) The content in the Mobile App;
- (2) Maintenance or support of the Mobile App;
- (3) Any product warranties, whether express or implied;
- (4) Addressing any claims of the end-user or any third party relating to the Mobile App or the end-user's possession and/or use of that Licensed Application, including, but not limited to: (a) product liability claims; (b) any claim that the Mobile App fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation; and,
- (5) The investigation, defense, settlement and discharge of any third party claim that the Mobile App or your possession and use of that Mobile App infringes a third party's intellectual property rights.

Further, if you install our Mobile App from the Apple App Store, you acknowledge that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms of Use, and that, upon your acceptance of these Terms of Use, Apple will have the right (and you will be deemed to have accepted the right) to enforce the Terms of Use against you as a third party beneficiary thereof.

## Content Complaints

If you believe that any content on our Digital Services violates these Terms of Use or is otherwise inappropriate, please report the content by completing the Contact Us form on our Digital Services, or send an email to [Customerservice@coliseum.com](mailto:Customerservice@coliseum.com).

## Notification of Claimed Copyright Infringement

In the event that you find content posted on our Digital Services which you believe to be an infringement of the copyright ownership or other intellectual property rights of your company or any third party, you are requested to immediately contact Oracle Arena's Copyright Agent as described below. To report any alleged infringement, please contact us in writing by providing a signed statement containing the following information pursuant to the Digital Millennium Copyright Act ("DMCA"):

- (1) your name, address, telephone number, and email address, and if you are acting on behalf of the owner of the intellectual property, the name of the owner;

- (2) a statement, made under penalty of perjury, that you are the owner of the copyright or are authorized to act on behalf of the owner;
- (3) a detailed description of the copyrighted work or other intellectual property that you claim has been infringed;
- (4) if your claim is based on a registered work, the registration number, and the date of issuance of the registration;
- (5) a description of the infringing material and the URL where such material is located on the Digital Services, or a description of where on our Digital Services you found such material;
- (6) your written statement that you believe, in good faith, that the use of the work on our Digital Services has not been authorized by the true owner of the work, its agent, or as a matter of law; and
- (7) a statement that all of the information you have provided is true.

Please send your notice of alleged infringement to us:

By Mail addressed to:  
Copyright Agent  
7000 Coliseum Way  
Oakland, CA 94621

E-mail: [Customerservice@coliseum.com](mailto:Customerservice@coliseum.com) subject line "DMCA Notice"

In accordance with the **DMCA**, it is the policy of Oracle Arena to terminate use of our Digital Services by repeat infringers in appropriate circumstances.

**Comment [AC2]:** We will need the list of all UGC sites for DMCA registration form/amendment

## Providing Feedback to Oracle Arena

We welcome your comments and feedback about our Digital Services. All information and materials submitted to Oracle Arena through the Digital Services or otherwise, such as any comments, feedback, ideas, questions, designs, data or the like regarding or relating to the Digital Services or the business of Oracle Arena (collectively, "**Feedback**"), will be considered NON-CONFIDENTIAL and NON-PROPRIETARY with regard to you, but Oracle Arena reserves the right to treat any such Feedback as the confidential information of Oracle Arena.

By submitting Feedback to Oracle Arena, you assign to the Oracle Arena Parties, free of charge, all worldwide rights, title and interest in all copyrights and other intellectual property rights in such Feedback. The Oracle Arena Parties will be entitled to use any Feedback you submit, and any ideas, concepts, know-how or techniques contained in any such Feedback, for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products and services using such Feedback without restriction and without compensating you in any way. You are responsible for the information and other content contained in any Feedback you submit to us, including, without limitation, its truthfulness and accuracy.

## Dispute Resolution

Any dispute arising out of or relating in any way to your use of our Digital Services or any products, services, or information you receive through our Digital Services, shall be submitted to confidential, binding arbitration in Los Angeles, California before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. 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 Digital Services, without giving effect to any choice of law rules. We make no representation that our Digital Services 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 Digital Services.

## **Compliance with Laws**

You assume all knowledge of applicable law and you are responsible for compliance with any such laws. You may not use our Digital Services 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 Digital Services, without further notice to you. Your continued use of any of our Digital Services 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 Oracle Arena. 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 Digital Services. You agree and understand that these Terms of Use together with any other applicable click-through agreements you may have entered into regarding our Digital Services, constitutes the entire agreement between you and Oracle Arena regarding your use of the Digital Services, and that any other prior agreements between you and Oracle Arena are superseded by these Terms of Use. Any failure by Oracle Arena 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 our Digital Services 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 by email at [Customerservice@coliseum.com](mailto:Customerservice@coliseum.com) or by mail:

Oracle Arena

7000 Coliseum Way  
Oakland, CA 94621  
attn.: Marketing Department

**Notice for California Users.**

Under California Civil Code Section 1789.3, California users of our Digital Services are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.