

Terms and Conditions

Privacy Policy

Auburn State Theatre, Inc.
985 Lincoln Way
Auburn, CA 95603
info@auburnstatetheatre.org

1. Scope

This Privacy Policy covers Auburn State Theatre, Inc.'s treatment of personally identifiable information that Auburn State Theatre, Inc. collects when you are on the Auburn State Theatre, Inc. web site ("Site"). If you choose to visit sites of other parties by clicking on the links we provide, this policy does not cover the treatment of personally identifiable information that may be collected by those web sites ("Third-Party Sites"). These Website Terms and Conditions contained herein on this webpage, shall govern your use of this website, including all pages within this website (collectively referred to herein as this "Website"). These Terms apply in full force and effect to your use of this Website and by using this Website, you expressly accept all terms and conditions contained herein in full. You must not use this Website, if you have any objection to any of these Website Terms and Conditions.

2. Information Collection and Use

Auburn State Theatre, Inc. collects personally identifiable information including name, address, email address, phone number, ticket type, and event information when you register for an account or purchase products or services. Auburn State Theatre, Inc. also collects information from your browser including browser type, browser version, browser settings, operating system, pages visited, your IP Address, and Cookies. Auburn State Theatre, Inc. uses the above collected information for general purposes such as allowing you to add products and services to your shopping cart, tailoring the content within the Site to match your interests, and ensuring that the site continues to operate properly with commonly used operating systems and browsers.

Auburn State Theatre, Inc. also uses this information to send you information, offers and other promotional materials from Auburn State Theatre, Inc. and selected third parties. You may opt out of receiving information directly from Auburn State Theatre, Inc. by using the contact information above.

The Auburn State Theatre, Inc. Site has security measures in place to protect the information under our control. We use secure socket layer (SSL) technology to protect the security of commerce transactions. We encrypt your personal and financial information as it travels over the Internet. We do not store any credit card information for the protection of our consumers.

Your financial information is used for the sole purpose of processing or refunding the transactions which take place on the Auburn State Theatre, Inc. system. By making a purchase or engaging in any other kind of activity that uses financial information, you consent to our providing your financial information to third parties including the credit card companies and banking institutions used to process the transaction. We may also share your financial information with applicable Contracted Clients (venues/promoters/team owners/organizations that contract directly with Auburn State Theatre, Inc. for ticketing services), primarily for facilitating "will call" ticket pick up, dispute resolution, refunds, and customer service at the event venue on the date of the event.

Children under the age of 13 are prohibited from submitting personal information to Auburn State Theatre, Inc. Federal Law prohibits web sites from collecting and/or distributing personal information from children without parental consent. Currently, Auburn State Theatre, Inc. has no effective means to obtain and track parental consent. Therefore, Auburn State Theatre, Inc. must prohibit the submission of personal information from children under the age of 13.

3. Information Sharing and Disclosure

The act of purchasing a ticket, completing a registration form, on Auburn State Theatre, Inc.'s site or system, automatically grants Auburn State Theatre, Inc. the right to share your personal information with our Contracted Clients (venues/promoters/team owners/organizations that contract directly with Auburn State Theatre, Inc. for ticketing services) in association with the concert, game or other event you are purchasing a ticket(s) for. The opportunity to opt-out, or not to consent to our sharing of your personal information with them is not available currently. Contracted Clients may use your personal information in accordance with their own privacy policies and may consequently use your personal information to contact you and may share your personal information with others. You will need to contact those Contracted Clients to instruct them directly regarding your preferences for the use of your personal information by them. You may contact Auburn State Theatre, Inc. to request the Contracted Client's contact information.

Auburn State Theatre, Inc. does not share, sell, or rent any of your information with parties other than Contracted Clients at this time. If Auburn State Theatre, Inc. changes this policy in the future changes will be posted in the web site on the date they become effective, and any information used or collected after that date will be subject to the policy in effect at that time. We recommend that you review this policy each time you purchase a ticket to ensure your knowledge of the current policy.

4. Intellectual Property Rights

Other than content that you own, which you may have opted to include on this Website, under these Terms, Auburn State Theatre, Inc. and/or its licensors own all rights to the intellectual property and material contained in this Website, and all such rights are reserved. You are granted a limited license only, subject to restrictions provided in these Terms, for purposes of viewing the material contained on this Website.

5. Restrictions

You are expressly and emphatically restricted from all the following:

- a. publishing any Website material in any media;
- b. selling, sublicensing and/or otherwise commercializing any Website material;
- c. publicly performing and/or showing any Website material;
- d. using this Website in any way that is, or may be, damaging to this Website;
- e. using this Website in any way that impacts user access to this Website;
- f. using this Website contrary to applicable laws and regulations, or in a way that causes, or may cause, harm to this Website, or to any person or business entity;
- g. engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Website, or while using this Website;
- h. using this Website to engage in any advertising or marketing;

Certain areas of this Website are restricted from access by you and Auburn State Theatre, Inc. may further restrict access by you to any areas of this Website, at any time, in its sole and absolute discretion. Any user ID and password you may have for this Website are confidential and you must maintain confidentiality of such information.

6. Cookies

Cookies are small text files that are downloaded to your computer. Cookies cannot damage your computer. Cookies, by themselves, cannot be used to identify you. Unless you have chosen to submit personal information to Auburn State Theatre, Inc. through registration or the purchase of products and/or services, Auburn State Theatre, Inc. cannot identify you. Cookies are used by Auburn State Theatre, Inc. to allow the smooth operation of the Site and to track your activity so that we may tailor the content of the Site to match your interests.

7. No Warrantees

This Website is provided “as is” with all faults, and Auburn State Theatre, Inc. makes no express or implied representation or warranties, of any kind related to this Website or the materials contained on this Website. Additionally, nothing contained on this Website shall be construed as providing consult or advice to you.

8. Limitation of Liability

In no event shall Auburn State Theatre, Inc., nor any of its officers, directors and employees, be liable to you for anything arising out of or in any way connected with your use of this Website, whether such liability is under contract, tort or otherwise and Auburn State Theatre, Inc., including its officers, directors and employees shall not be liable for any indirect, consequential or special liability arising out of or in any way related to your use of this Website.

9. Indemnification

You hereby fully indemnify Auburn State Theatre, Inc. from and against any and all liabilities, costs, demands, causes of action, damages, and expenses (including reasonable attorney’s fees) arising out of or in any way related to your breach of any of the provisions of these Terms.

10. Severability

If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole and such provisions shall be deleted without affecting the remain provisions herein.

11. Variation of Terms

Auburn State Theatre, Inc. is permitted to revise these Terms at any time as it sees fit, and by using this Website you are expected to review such Terms on a regular basis to ensure you understand all terms and conditions governing use of this Website.

12. Assignment

Auburn State Theatre, Inc. shall be permitted to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification or consent required. However, you shall not be permitted to assign, transfer or subcontract any of your rights and/or obligations under these Terms.

13. Enter Agreement

These terms, including any legal notices and disclaimers contained on this Website, constitute the entire agreement between Auburn State Theatre, Inc., and you in relation to your use of this Website, and supersede all prior agreements and understandings with respect to same.

14. Governing Law & Jurisdiction

These Terms will be governed by and construed in accordance with the laws of the State of California, and you submit to the non-exclusive jurisdiction of the state and federal courts located in California.

15. Cancellation

If an event is cancelled, ticket buyers should contact the venue where the event was to be held to receive information about how your ticket will be refunded. All service fees, convenience fees, credit card fees, and fulfillment fees are NOT REFUNDABLE in the event of a cancellation. Other than the event being cancelled, ALL SALES ARE FINAL, NO REFUNDS, NO EXCHANGES.