These Terms of Use (these “Terms”) were last updated on: July 1, 2020. When we say “our”, “us”, “we” or “Fandango” in these Terms, we mean Fandango Media, LLC or its subsidiaries. When we say “Services” or “Site” in these Terms, we mean websites operating under the Fandango, FandangoNOW, Vudu, Rotten Tomatoes, Flixster, Movieclips, Movies.com, Activaterewards.com, MovieTickets.com or M-GO brands or other brands that we own, as well as those of our websites, applications, emails and other communications that link to or reference these Terms or other [**Terms and Policies**](https://www.fandango.com/policies/terms-and-policies), or the other services provided through any of these means. These Terms are subject to, and shall also include, the other [**Terms and Policies**](https://www.fandango.com/policies/terms-and-policies).

**NOTICE OF ARBITRATION PROVISIONS:**

**Your use of the Services is subject to binding individual arbitration of any disputes which may arise, as provided** [**below**](https://www.fandango.com/policies/terms-of-use#arbitration) **and in our** [**Terms and Policies**](https://www.fandango.com/policies/terms-and-policies)**. Please read the arbitration provisions carefully and do not use the Services if you are unwilling to arbitrate any disputes you may have with us as provided below.**

##### 1. ACCEPTANCE OF TERMS

These Terms of Use set forth the terms and conditions that apply to your use of the Services. By using the Services, you agree that you have read, understand and agree to be legally bound by these Terms.

If you do not agree to these Terms, please do not use the Services.

Fandango may, subject to the below, change these Terms from time to time on a prospective basis, and modify, add or discontinue any aspect, content or feature of the Services, at its sole discretion. Your continued use or accessing of the Services following the posting of any changes to the Terms constitutes your acceptance of such changes. To the extent that an arbitrator or court of applicable jurisdiction determines that applying any changes to these Terms would render this an illusory or unenforceable contract, such changes shall be applicable on a prospective basis only, with respect to events or circumstances occurring after the date of such changes, to the extent necessary to avoid these Terms being deemed illusory or unenforceable.

**Any form of transfer or sublicense, or unauthorized access, distribution, reproduction, copying, retransmission, publication, sale, or exploitation (commercial or otherwise), of any portion of the Services, including but not limited to all content, services, digital products, tools or products, is hereby expressly prohibited.**

##### 2. PERMITTED USE

Our Site and Services are for your personal and non-commercial use. They contain material that is derived in whole or in part from material supplied and owned by Fandango and other sources. Such material is protected by copyright, trademark and other applicable laws. Unless otherwise agreed to in writing by Fandango, you agree that you will not use the Services, or duplicate, download, publish, modify or otherwise distribute or use any material in the Services for any purpose, except for your personal, non-commercial use. You also agree that you will not link to any page on the Site other than the home page (for example, "deep linking"), without Fandango's prior written consent. Use of the Services or any materials or content on the Services for any commercial or other unauthorized purpose is prohibited. You acknowledge that storing, distributing or transmitting unlawful material could expose you to criminal and/or civil liability. You may not download (other than page caching) or modify the Services or any portion of them unless we have provided you with express written consent. You shall not make a derivative use of the Services (or any part thereof) for any purpose, nor shall you download or copy information of users, or otherwise engage in data mining or similar data gathering.

##### 3. REGISTRATION, ACCOUNTS AND PASSWORDS

If you establish a personal account with us, you agree to provide true and accurate data about yourself on our account registration form, and to update and keep such data current. You will receive a password and account upon completing the registration form. You are solely responsible for maintaining the confidentiality of your password and account, and you are solely responsible for all use of your password or account, whether authorized by you or not. You shall not allow other persons access to or use of such username or password. You shall not post your username or password on any website nor transmit it through unsecured sites. You agree to (a) immediately notify Fandango of any unauthorized use of your password or account or any other breach of security and (b) ensure that you exit from your account each time you use the Services. Access and use of password-protected and/or secure areas of the Services is restricted to users who have been given a valid password by Fandango. We may terminate your membership and access to the Services if we learn that you have provided us with false or misleading registration data. If we feel your username and password are insecure or otherwise problematic, we may require you to change it or terminate your account.

##### 4. MOBILE TERMS

The following additional terms are applicable to our mobile apps:

**FANTEXTS AND OTHER SMS MESSAGES**

**If you are a member of FanTexts, you may receive FanTexts and other promotional texts to your mobile phone using automated technology. You can unsubscribe at any time by texting 'STOP' to 36346 (FNDGO). If you have any questions, reply HELP to any of our messages, text HELP to 36346 (FNDGO) or** [**Contact Us**](https://www.fandango.com/ContactUs.aspx)**.**

You can either request individual text messages (such as showtimes for a particular movie) or sign up for FanTexts (movie alerts and special Fandango promotions on a recurring basis) either on our website or on your mobile device. By subscribing to FanTexts, you consent to receiving, from time to time, text messages from Fandango, which may include movie alerts, promotions, polls, and giveaways. Message frequency varies based on user and other factors. Message and data rates may apply and, if so, are billed by and payable to your mobile service provider. We will not be liable for any delays in the receipt of any SMS messages as delivery is subject to effective transmission from your network operator. Data obtained from you in connection with this SMS service may include your mobile phone number, your carrier's name and the date, time and content of your messages. We may use this information to contact you and to provide the services you request from us and for other business purposes.

**FANDANGO MOBILE TICKETS**

Rather than bringing a Print-at-Home Bar-Coded Ticket or confirmation number to the theater, some of Fandango's exhibitor partners give you the option of having your ticket delivered to your mobile device as a picture message (a "Mobile Ticket"). The Mobile Ticket contains a unique barcode and some accompanying text with details of the movie you are going to see. If you have questions about the purchase or use of the Mobile Ticket, please see the [**Fandango Mobile Ticket Delivery FAQ**](https://www.fandango.com/policies/mobileterms). Please note that Mobile Tickets are not available for MovieTickets.com mobile applications.

Your purchase of a Mobile Ticket will be deemed your agreement to the following terms:

* Message and data rates may apply and, if so, are billed by and payable to your mobile service provider.
* The Mobile Ticket is in the form of a unique barcode sent as a text message to your mobile device or delivered on the confirmation page from the Fandango Movies - Times & Tickets Mobile App. The barcode and any accompanying text sent to you by Fandango is the entire ticket, and not the barcode in isolation from the accompanying text. Accompanying text includes any text stating the originating source of the barcode. Any barcode with non-original text is invalid.
* The Mobile Ticket barcode cannot be forwarded to anyone else. Doing so invalidates your Mobile Ticket without the right to a refund.
* If you purchase multiple tickets in a single order, your Mobile Ticket holds all of those tickets, and all of your guests must arrive at the same time to gain entry using your Mobile Ticket.
* Fandango is not responsible for lost or stolen Mobile Tickets, except as required by law. Anyone attempting to gain entry with a Mobile Ticket reported lost or stolen, or cancelled for any other reason, may be reported to the authorities and may have their mobile device withheld as evidence.
* Fandango shall have the right to void any Mobile Tickets that violate these policies.

**GOOGLE MAPS**

If you use Google Maps / Google Earth as part of the Services, you agree to comply with the Google Maps / Google Earth Additional Terms of Service (including the [**Google Privacy Policy**](https://policies.google.com/privacy)). Further, you agree that Google, and not Fandango, shall be responsible for any of your information Google receives as a result of your use of Google Maps / Google Earth.

##### 5. PRIVACY POLICY

Your use of the Services and any information provided by you or gathered by Fandango or third parties during any visit to or use of the Services is governed by the [**Privacy Policy**](https://www.fandango.com/policies/privacy-policy) which is incorporated by this reference. You agree to Fandango's collection, use and sharing of your information as set forth in the [**Privacy Policy**](https://www.fandango.com/policies/privacy-policy).

##### 6. USER CONDUCT AND SUBMISSIONS

You are responsible for your use of the Services and the Site, and for any consequences thereof, including any information or materials you choose to make available, public or private communications transmitted through the Services or the Site (including posts), usernames and passwords that you provide to the Services or the Site, including those usernames and passwords provided by you for access to various third party services ( *e.g.*, social networking and other accounts that you wish to link with your account on the Site).

It is a condition of your use of the Services that you do not:

* Interfere with any other user from using and enjoying the Services;
* Collect information about other users or third parties via the Services or use any such information for the purpose of transmitting or facilitating transmission of unauthorized or unsolicited advertising, junk or bulk e-mail, chain letters, or any other form of unauthorized solicitation;
* Engage in the systematic retrieval of data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database or directory, without Fandango's prior written consent;
* Solicit other users to join, become members of, or contribute money to any online service or other organization, advocate or attempt to get users to join in illegal schemes or plan or participate in scams involving other users;
* Attempt to gain unauthorized access to other computer systems or networks connected to the Services; or
* Take actions for the purpose of manipulating or distorting, or that may undermine the integrity and accuracy of, any ratings or reviews of any service or product that may be presented by the Services.
* Provide fictitious information or conceal your identity or location, including, but not limited to, in an attempt to circumvent limits associated with promotional or other offers.
* Use the Services for unlawful purposes.
* Use the Services to commit an act of deception, fraud or abuse or violation of Fandango’s or any other company’s terms.

Additionally, you agree that you will not use the Services to upload, post, or otherwise distribute or facilitate distribution of any material that:

* Is libelous, defamatory or slanderous;
* Is sexually suggestive or contains explicit sexual content (including nudity);
* Does or may denigrate or offend any individual or group on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
* Does or may threaten, abuse, harass, or invade the privacy of any third party;
* Is fraudulent or infringes the rights of any third party, including, without limitation, patent, trademark, trade secret, copyright, right of publicity, or other proprietary rights;
* Constitutes unauthorized or unsolicited advertising, junk or bulk e-mail (also known as "spam"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
* Contains a software virus or any other computer code that is designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment, or to damage or obtain unauthorized access to any data or other information of any third party;
* Encourages conduct that would constitute a criminal offense or give rise to civil liability;
* Impersonates any person or entity, including any employee or representative of Fandango; or
* Violates any applicable law or these Terms.

Certain areas on the Services may allow you to provide us or others with photos and other images, commentaries, reviews, audio and video, "Feedback" (defined as suggestions, comments or other feedback you provide to us), posts, public or private messages or other content from you ("User Materials"). You alone are responsible for your User Materials, and once published, it cannot always be withdrawn. You assume all risks associated with your User Materials, including anyone's reliance on its quality, accuracy, or reliability, or any disclosure by you of information in your User Materials that makes you personally identifiable. You represent that you own, or have the necessary permissions to use and authorize the use of your User Materials as described herein. You may not imply that your User Materials is in any way sponsored or endorsed by Fandango.

You may expose yourself to liability if, for example, your User Materials contain material that is false, intentionally misleading, or defamatory; violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; contains material that is unlawful, including illegal hate speech or pornography; exploits or otherwise harms minors; or violates or advocates the violation of any law or regulation. All User Materials must comply with these Terms. Specific additional rules or terms may apply to the submission of User Materials. In any event, any User Materials you send to us will not be treated as confidential.

##### 7. MONITORING

Fandango may, but has no obligation to, monitor the use of the Services by members. During monitoring, information may be examined, recorded, copied, and used for authorized purposes in accordance with the [**Privacy Policy**](https://www.fandango.com/policies/privacy-policy). Furthermore, Fandango reserves the right at all times to disclose any information posted on any portion of the Services as necessary to satisfy any law, regulation or governmental request, or to refuse to post, or to remove, any information or materials, in whole or in part, that in Fandango's sole and absolute discretion are objectionable or in violation of these Terms.

##### 8. GRANT OF LIMITED LICENSE

Fandango may use User Materials in a number of different ways, including publicly displaying it, reformatting it, incorporating it into advertisements and other works, creating derivative works from it, promoting it, distributing it, and allowing others to do the same in connection with their own websites and media platforms ("Other Media"). As such, you hereby irrevocably grant Fandango and its affiliates and licensees a world-wide, perpetual, non-exclusive, royalty-free, assignable, sublicensable, transferable rights to use, including, but not limited to the right to copy, publicly perform and display, reproduce, distribute, modify, translate, remove, analyze, commercialize, and prepare derivative works of, any User Materials for any purpose. Please note that you also irrevocably grant the users of the Services and any Other Media the right to access User Materials in connection with their use of the Services and any Other Media. Finally, you irrevocably waive, and cause to be waived, against Fandango and its users any claims and assertions of moral rights or attribution with respect to your User Materials. You represent and warrant that you own such content or otherwise have sufficient rights in the content to grant to Fandango the foregoing license without infringing or violating the rights of any third party. You acknowledge that we are under no obligation to pay you or anyone else for any use or disclosure of User Materials. You hereby confirm: (a) your User Materials will be not be subject to any obligation, of confidence or otherwise, to you or any other person; (b) your posting of the content on or through the Services does not violate the privacy rights, publicity rights, copyrights or other rights of any other person; and (c) your posting is in accordance with these Terms and that we shall not be liable for any use or disclosure of such User Materials. We reserve the right (but do not assume the obligation) in our sole discretion to reject, move, edit or remove any User Materials that are contributed to the Services or Site. You acknowledge that we do not verify, adopt, ratify, or sanction User Materials, and you agree that you must evaluate and bear all risks associated with our use of User Materials or our reliance on the accuracy, completeness, or usefulness of User Materials.

##### 9. COPYRIGHTS

Fandango respects the intellectual property of others, and we ask our users to do the same. The Digital Millennium Copyright Act of 1998 (the "Act") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. Fandango, pursuant to the Act, reserves the right, but not the obligation, to terminate your license to use the Services if it determines in its sole and absolute discretion that you are involved in infringing activity, including alleged acts of first-time or repeat infringement, regardless of whether the material or activity is ultimately determined to be infringing. Therefore, in compliance with the Act, if you believe that any such third party materials infringe your intellectual property rights, please send a notice to the agent identified below to request a review of the alleged infringement. The notice must include the following information (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works located on the Services are covered by a single notification, a representative list of such works); (c) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow Fandango to locate the material on the Services; (d) the name, address, telephone number and email address (if available) of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send Fandango a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see [**http://www.loc.gov/copyright**](http://www.loc.gov/copyright) for details. Notices and counter-notices with respect to the Services should be sent to:

DMCA Agent

NBCUniversal Law Department

30 Rockefeller Plaza, Rm. 1087E

New York, New York 10112

(212) 664-4444

by email: **dmca.agent@nbcuni.com**

Fandango suggests that you consult your legal advisor before filing a notice or counter-notice. Also, please be aware that there can be penalties for false claims under the DMCA.

##### 10. PROPRIETARY RIGHTS

Fandango owns all right, title and interest in and to the Services and all materials and content contained in the Services, including, without limitation, all content, site design, logos, button icons, images, digital downloads, data compilations, text, and graphics are protected by copyright, trademark and other intellectual property laws. Any unauthorized use of such materials or content is strictly prohibited.

Permission is granted to individual consumers to electronically copy and to print hard copy portions of the Services solely for personal use. Any other use of materials on the Services, including reproduction for purposes other than those noted above, modification, distribution, or republication, any form of data extraction or data mining, or other commercial exploitation of any kind, without prior written permission of an authorized officer of Fandango is strictly prohibited. You agree that you will not use any robot, spider, other automatic device, or manual process to monitor or copy our Web pages or the content contained therein without prior written permission of an authorized officer of Fandango.

Fandango's service marks/trademarks may not be used in connection with any product or service that is not provided or authorized by Fandango, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Fandango.

##### 11. CHILDREN'S ONLINE PRIVACY PROTECTION ACT NOTIFICATION

The Services and the Site is not designed or intended for use by children under 13, and thus all users must be at least 13. If you are under 18, you should use Fandango only with involvement and permission of a parent or guardian. Some of our Services or portions of the Site, including Movies Anywhere-enabled features, may require you to be over the age of 18 or the age of majority for your state; please see the terms and conditions of the relevant offer for more details.

Pursuant to 47 U.S.C. Section 230(d) as amended, Fandango hereby notifies you that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available at the Electronic Frontier Foundation Web site, [**http://www.eff.org**](http://www.eff.org/). To view information on our policy regarding the privacy of children under the age of 13, please see our [**Privacy Policy**](https://www.fandango.com/policies/privacy-policy).

##### 12. DISCLAIMER OF WARRANTIES

While Fandango uses reasonable efforts to include up to date information on the Site and other Services, Fandango makes no warranties or representations as to its accuracy, timeliness, reliability, completeness or otherwise.

FANDANGO PROVIDES THE SITE AND OTHER SERVICE ON AN "AS IS" AND "AS AVAILABLE" BASIS. FANDANGO, ITS AFFILIATES, AGENTS AND LICENSORS (COLLECTIVELY, THE "FANDANGO PARTIES") DISCLAIM ALL WARRANTIES AND CONDITIONS, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WITHOUT LIMITING THE FOREGOING, FANDANGO DOES NOT WARRANT THAT THE SITE OR OTHER SERVICE WILL (1) BE UNINTERRUPTED; (2) BE FREE FROM INACCURACIES, ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS; (3) MEET YOUR REQUIREMENTS; OR (4) OPERATE IN THE CONFIGURATION OR WITH THE HARDWARE OR SOFTWARE YOU USE. YOUR USE OF THE SITE AND SERVICE IS SOLELY AT YOUR RISK.

##### 13. EXCLUSION OF DAMAGES

NONE OF THE FANDANGO PARTIES WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES RELATING TO LOST PROFITS, LOST DATA OR LOSS OF GOODWILL) OR ANY DAMAGES WHATSOEVER THAT RESULT FROM YOUR USE OF OR INABILITY TO USE THE SITE OR OTHER SERVICE. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, AND EVEN IF FANDANGO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THIS WAIVER APPLIES, WITHOUT LIMITATION, TO ANY DAMAGES OR INJURY ARISING FROM ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, FILE CORRUPTION, COMMUNICATION-LINE FAILURE, NETWORK OR SYSTEM OUTAGE, OR THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF ANY RECORD. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT EACH OF THE FANDANGO PARTIES SHALL NOT BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER OF THE SITE OR OTHER SERVICE. WITHOUT LIMITING THE FOREGOING, FANDANGO WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING OUT OF (1) YOUR FAILURE TO COMPLY WITH PARAGRAPH 3 (REGISTRATION, ACCOUNTS AND PASSWORDS) OR (2) CONTENT POSTED TO THE SITE OR OTHER SERVICE BY YOU OR ANY THIRD PARTY.

##### 14. LIMITATION OF LIABILITY

IN NO EVENT WILL THE FANDANGO PARTIES' AGGREGATE LIABILITY TO YOU IN CONNECTION WITH THE SITE AND SERVICE OR THESE TERMS EXCEED THE AMOUNT (IF ANY) PAID BY YOU TO FANDANGO IN THE SIX MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH GAVE RISE TO THE LIABILITY. FANDANGO SHALL NOT BE RESPONSIBLE FOR, OR HAVE ANY LIABILITY FOR, ANY ACTIONS, OMISSIONS, OCCURRENCES, INJURIES OR DAMAGES THAT OCCUR ON OR NEAR ANY THEATER OR OTHER LOCATION, OR IN CONNECTION WITH ANY SERVICE OR PRODUCT, TICKETED OR MADE AVAILABLE THROUGH FANDANGO’S SERVICES OR SITES; YOU WILL LOOK SOLELY TO THE OPERATORS AND PROVIDERS OF SUCH THEATERS, LOCATIONS, SERVICES AND PRODUCTS WITH RESPECT TO ANY SUCH LIABILITY (IF ANY).

##### 15. APPLICABILITY OF DISCLAIMERS, EXCLUSIONS AND LIMITS

BECAUSE SOME JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OF DAMAGES, FANDANGO'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY THE LAW OF SUCH JURISDICTION. IN ADDITION, BECAUSE SOME JURISDICTIONS DO NOT PERMIT THE DISCLAIMER OF CERTAIN WARRANTIES, THE DISCLAIMERS SET FORTH ABOVE MAY NOT APPLY TO YOU.

##### 16. THIRD PARTY WEB SITES AND FUNCTIONALITIES

THE THIRD-PARTY WEB SITES OR SERVICES LINKED TO OR FROM THE SERVICES ARE NOT CONTROLLED BY FANDANGO. ADDITIONALLY, THIRD PARTIES MAY PROVIDE TOOLS OR SERVICES ("THIRD PARTY TOOLS") THAT ARE MADE AVAILABLE TO YOU THROUGH OUR SERVICES (FOR EXAMPLE, BUT NOT LIMITED TO, FACEBOOK FEATURES). ACCORDINGLY, FANDANGO MAKES NO WARRANTIES OR CONDITIONS REGARDING SUCH THIRD-PARTY SERVICES OR WEB SITES OR THIRD PARTY TOOLS AND WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR USE OF OR RELIANCE ON SUCH THIRD SERVICES OR WEB SITES OR THIRD PARTY TOOLS. YOUR USE OF THIRD-PARTY SERVICES OR WEB SITES OR THIRD PARTY TOOLS IS AT YOUR OWN RISK. THE INCLUSION ON THE SERVICE OF A LINK TO A THIRD-PARTY SERVICE OR WEB SITE, OR INCLUSION OF A THIRD PARTY TOOL, DOES NOT IMPLY AN ENDORSEMENT BY FANDANGO. WHEN YOU ACCESS ANY OF THESE THIRD-PARTY SERVICES OR SITES, OR THIRD PARTY TOOLS, YOUR RIGHTS AND OBLIGATIONS WILL BE GOVERNED BY THE AGREEMENTS AND POLICIES RELATING TO THE USE OF THOSE THIRD PARTY WEB SITES OR SERVICES OR THIRD PARTY TOOLS.

##### 17. INDEMNIFICATION

You will indemnify and hold harmless the Fandango Parties, and at Fandango's option defend the Fandango Parties, from and against any damage, loss, cost or expense (including without limitation, legal fees and costs) incurred in connection with any third-party claim, demand, proceeding or action ("Claim") brought against any of the Fandango Parties arising out of your use of the Services or any alleged breach by you of any provision of these Terms, or the infringement by you, or any other subscriber or user of your account, of any intellectual property or other right of any person or entity. If you are obligated to indemnify any of the Fandango Parties, Fandango may, in its sole and absolute discretion, control the defense and disposition (including its possible settlement) of any Claim at your sole cost and expense. Without limitation of the foregoing, you will not settle, compromise or in any other manner dispose of any Claim without the written consent of Fandango.

##### 18. TERMINATION

In its sole and absolute discretion, with or without notice to you, Fandango may suspend or terminate your use of and access to the Services, terminate your account and/or remove and discard anything transmitted by you, or information stored, sent, or received via the Services without prior notice and for any reason, including, but not limited to: (i) concurrent access of the Services with identical user identification, (ii) permitting another person or entity to use your user identification to access the Services, (iii) any unauthorized access or use of the Services, (iv) any violation of these Terms, (v) tampering with or alteration of any of the software and/or data files contained in, or accessed through, the Services, (vi) failure to use the Services on a regular basis, or (vii) abuse, deception or fraudulent behavior. Such suspension or termination may include, but not be limited to, suspension or termination of access or rights to receive any content. You may terminate your account for any reason by emailing Fandango at **unsubscribe@fandango.com**. Fandango shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension of the Services. Termination, suspension, or cancellation of the Services or your access rights shall not affect any right or relief to which Fandango may be entitled, at law or in equity, and all rights granted to you will automatically terminate and immediately revert to Fandango.

##### 19. GENERAL

These Terms and the relationship between you and Fandango shall be governed by the laws of the United States and the State of New York without regard to its conflict of law provisions. Subject to the arbitration provisions above, and other than small claims actions as permitted therein, any action or proceeding arising from, relating to or in connection with these Terms will be brought exclusively in the federal or state courts located in New York, New York, and you irrevocably consent to the personal jurisdiction of such courts and agree that it is a convenient forum and that you will not seek to transfer such action or proceeding to any other forum or jurisdiction, under the doctrine of forum nonconveniens or otherwise. Licensors of the Fandango Services are third party beneficiaries to these Terms. No failure or delay by Fandango in exercising any right, power or privilege under these Terms will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under these Terms. Unless otherwise expressly provided herein, the invalidity or unenforceability of any provision of these Terms will not affect the validity or enforceability of any other provision, all of which will remain in full force and effect. You agree that regardless of any statute or law which establishes a different statute of limitations, to the maximum extent permitted under applicable law, any claim or cause of action (including any arbitration) arising out of, related to or connected with the use of the Services, or these Terms, our [**Privacy Policy**](https://www.fandango.com/policies/privacy-policy), our [**Terms and Policies**](https://www.fandango.com/policies/terms-and-policies), or other Fandango Transactions or Relationships must be filed within one (1) year after such claim or cause of action arose or be forever barred. The paragraph or section titles in these Terms are for convenience only and have no legal or contractual effect. These Terms represent the entire understanding of the parties regarding its subject matter, and supersede all prior and contemporaneous agreements and understandings between the parties regarding its subject matter, and may not be amended, altered or waived except in writing by the party to be charged. These Terms are binding upon and shall ensure to the benefit of parties and their respective successors, heirs, executor, administrators, personal representatives and permitted assigns. You shall not assign your rights or obligations hereunder without Fandango's prior written consent.

##### 20. ARBITRATION

**BINDING ARBITRATION OF ALL DISPUTES**

**We believe that arbitration is a faster, more convenient and less expensive way to resolve any disputes or disagreements that you may have with us. Therefore, pursuant to these Terms, if you have any dispute or disagreement with us regarding or relating to (i) your use of or interaction with the Services, (ii) any purchases or other transactions or relationships with Fandango, or (iii) any data or information you may provide to Fandango or that Fandango may gather in connection with such use, interaction or transaction(collectively, "Fandango Transactions or Relationships"), you will not have the right to pursue a claim in court, or have a jury decide the claim and you will not have the right to bring or participate in any class action or similar proceeding in court or in arbitration. By using or interacting with the Services, or engaging in any other Fandango Transactions or Relationships with us, you agree to binding arbitration as provided below. Our rights and obligations under this arbitration provision shall inure to the benefit of each of Fandango's Owners (as defined in the Privacy Policy regardless of whether any of them are named as aco-defendant with us or named individually in a claim that would otherwise be subject to this arbitration provision if brought against us.**

We will make every reasonable effort to informally resolve any complaints, disputes, or disagreements that you may have with us. If those efforts fail, by using our Services, you agree that any complaint, dispute, or disagreement you may have against Fandango, and any claim that Fandango may have against you, arising out of, relating to, or connected in any way with our [**Terms of Use**](https://www.fandango.com/termsofuse), our Privacy Policy, our [**Terms andPolicies**](https://www.fandango.com/policies/terms-and-policies), or any Fandango Transactions or Relationships shall be resolved exclusively by final and binding arbitration ("Arbitration") administered by JAMS or its successor ("JAMS") and conducted in accordance with the JAMS Streamlined Arbitration Rules And Procedures in effect at the time the Arbitration is initiated or, if the amount in controversy exceeds $100,000, in accordance with the JAMS Comprehensive Arbitration Rules And Procedures then in effect (respectively, the "Applicable Rules"). The Applicable Rules can be found at www.jamsadr.com. If JAMS is no longer in existence, the Arbitration shall be administered by the American Arbitration Association or its successor (the "AAA") instead, and conducted in accordance with the AAA Commercial Arbitration Rules in effect at that time (which shall be the "Applicable Rules" in such circumstances). If JAMS (or, if applicable, AAA) at the time the arbitration is filed has Minimum Standards of Procedural Fairness for Consumer Arbitrations in effect which would be applicable to the matter in dispute, Fandango agrees to provide the benefit of such Minimum Standards to you to the extent they are more favorable than the comparable arbitration provisions set forth herein, provided, however, that in no event may such Minimum Standards contravene or restrict the application of subpart (e) or (i) below. Furthermore, nothing herein shall prevent any party from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. You further agree that:

1. the Arbitration shall be conducted before a single arbitrator selected in accordance with the Applicable Rules or by mutual agreement between you and Fandango (the "Arbitrator");
2. the Arbitrator, and not any federal, state or local court or agency, shall have the exclusive authority to resolve any dispute arising under or relating to the validity, interpretation, applicability, enforceability or formation of these Terms and/or these arbitration provisions hereof, including but not limited to any claim that all or any part of these Terms is void or voidable;
3. the Arbitration shall be held either: (i) at a location determined by JAMS (or, if applicable, AAA) pursuant to the Applicable Rules (provided that such location is reasonably convenient for you and does not require travel in excess of 100 miles from your home or place of business); or (ii) at such other location as may be mutually agreed upon by you and Fandango; or (iii) at your election, if the only claims in the arbitration are asserted by you and are for less than $10,000 in aggregate, by telephone or by written submission.
4. the Arbitrator (i) shall apply internal laws of the State of New York consistent with the Federal Arbitration Act and applicable statutes of limitations, or, to the extent (if any) that federal law prevails, shall apply the law of the United States, irrespective of any conflict of law principles; (ii)shall entertain any motion to dismiss, motion to strike, motion for judgment on the pleadings, motion for complete or partial summary judgment, motion for summary adjudication, or any other dispositive motion consistent with New York or federal rules of procedure, as applicable; (iii) shall honor claims of privilege recognized at law; and (iv) shall have authority to award any form of legal or equitable relief;
5. the Arbitration can resolve only your and/or Fandango's individual claims, and the Arbitrator shall have no authority to entertain or arbitrate any claims on a class or representative basis, or to consolidate or join the claims of other persons or parties who may be similarly situated;
6. the Arbitrator shall issue a written award supported by a statement of decision setting forth the Arbitrator's complete determination of the dispute and the factual findings and legal conclusions relevant to it (an "Award"). Judgment upon the Award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets;
7. in the event that you are able to demonstrate that the costs of Arbitration will be prohibitive as compared to the costs of litigation, Fandango will pay as much of your filing and hearing fees in connection with the Arbitration as the Arbitrator deems necessary to prevent the arbitration from being cost-prohibitive, regardless of the outcome of the Arbitration, unless the Arbitrator determines that your claim(s) were frivolous or asserted in bad faith;
8. in the event you recover an Award greater than Fandango's last written settlement offer, the Arbitrator shall also have the right to include in the Award Fandango's reimbursement of your reasonable and actual out-of-pocket attorneys' fees associated with the Arbitration, but Fandango shall in all events bear its own attorneys' fees; and
9. with the exception of subpart (e) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Applicable Rules, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (e)is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither you nor Fandango shall be entitled to arbitrate their dispute, and must instead bring any claims in a court of competent jurisdiction.
10. Fandango may modify these arbitration provisions, but such modifications shall only become effective thirty(30) days after Fandango has given notice of such modifications and only on a prospective basis for claims arising from Fandango Transactions and Relationships occurring after the effective date of such notification.
11. Notwithstanding the foregoing arbitration provisions, at your option, you may bring any claim you have against Fandango in your local small claims court within the United States, if your claim is within such court's jurisdictional limit; provided that such court does not have the authority to entertain any claims on a class or representative basis, or to consolidate or join the claims of other persons or parties who may be similarly situated in such proceeding.

##### 21. NOTICE FOR CALIFORNIA USERS

Under California Civil Code Section 1789.3, California users of the Fandango 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 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210.