

Terms of Service

PLEASE READ THE FOLLOWING TERMS OF USE AND DISCLAIMER CAREFULLY BEFORE USING OUR WEB SITE and MOBILE SITE (collectively, our "Site").

This Agreement (the "Terms of Service") is an agreement between you ("Participant" or "User") and Tickets Tycoon, Inc ("Tickets Tycoon") that states the terms and conditions under which Participant may use the Site and the Tickets Tycoon service, which includes providing a technology and reservation platform for Participants and the service (the "Tickets Tycoon Service"). Participant's use of the Tickets Tycoon Service and the Site constitutes Participant's agreement to the terms and conditions set forth below. If Participant does not agree with all of the terms and conditions, do not use the Site or the Tickets Tycoon Service.

I. Applicability & Acceptance of These Terms of Use

1. By viewing, using, accessing, browsing, or submitting any content or material on the Site, Participant agrees to these Terms of Use as a binding legal agreement between Participant and Tickets Tycoon, without limitation or qualification. The term "Participant" or "User" shall refer to any person or entity who views, uses, accesses, browses or submits any content or material to the Site. **Participant further confirms that participant is at least 18 years of age to participate in this service, and that the service is legal in Participant's jurisdiction.**
2. If Participant does not agree to these Terms of Use, than Participant may not use the Site. Tickets Tycoon reserves the right to modify these Terms of Use at any time without prior notice.
3. Participant agrees that each visit Participant makes to the Site shall be subject to the then-current Terms of Use, and continued use of the Site now or following modifications in these Terms of Use confirms that Participant has read, accepted, and agreed to be bound by such modifications.

II. Processing Information

1. Tickets Tycoon provides a reservation service in which a Participant is afforded the opportunity to reserve and purchase a ticket to a pre-defined championship event. At time of sending money to Tickets Tycoon, the Participant's credit or debit card will be charged by a secure third party credit card processor which will confirm the transaction. All credit card transactions will be listed as "TicketsTycoon" on the Participant's payment processing account.
2. In processing the transaction, Tickets Tycoon nor any officer, director, employee, shareholder or agent of Tickets Tycoon shall be liable to the User or any third-party for any claims relating to the purchase or sale of the reservation request.
3. User shall indemnify and hold harmless Tickets Tycoon and its directors, officers, employees, shareholders, affiliates, agents, representatives, third-party providers, merchants, partners, or licensors (collectively, "Tickets Tycoon Parties") from and against, for and in respect of, any and all claims, demands, losses, costs and expenses (including the cost of any investigation and reasonable attorneys' fees), damages, obligations, deficiencies, and liabilities, which arise or result from or are related to the processing of ticket reservations to Participants.

III. Tickets Tycoon Rules and Restrictions

Purchasing a reservation.

1. By completing a purchase through the Site, the User agrees that an individual 18 years of age or older will accept the ticket reservation(s).
2. All ticket reservations **MUST** be confirmed before purchase by agreeing to this Terms of Service.
3. To receive the opportunity to purchase a ticket to the championship event, the participant must choose one competing team of for the defined championship; such team must advance to the championship game. Depending on the sport and the process by which Tickets Tycoon receives tickets from its sources, the Participant may receive a voucher or money order for the face-value of the ticket.
4. If the Participant is unable to claim the ticket or voucher, Participant waives any and all claims on said ticket or voucher.

5. If a Participant's reservation is confirmed and the team selected has advanced to the championship game, the Participant must purchase the ticket for one (\$1) dollar.

IV. Delivery of Tickets.

1. Tickets Tycoon will deliver the ticket(s) or voucher(s) within a reasonable timeframe. Tickets Tycoon will provide an expected time of receipt of the ticket(s) to the Participant.
2. In the case of software issues or server downtime, Tickets Tycoon may have to provide an alternate method of delivery. In this case, the Participant will be informed of any changes via email.
3. To meet the demand and expected service of Tickets Tycoon, an email will be sent confirming the reservation that will list all of the reservations that were billed for. If a reservation is missing from Participant's order, please email info@ticketstycoon.com and provide details.

V. Order Cancellation, Refunds, and Re-selling.

1. All reservations are final after the Participant agrees to the terms of service and places the order. If there is a problem with the reservation, please email our customer support team at info@ticketstycoon.com immediately. Please note: If Participant's reservation is confirmed and the team selected has advanced to the championship event, Participant must purchase the ticket for one (\$1) dollar, as stated above in section 3.
2. Ticket Re-selling Warning: Tickets Tycoon is not responsible for tickets or vouchers outside the Tickets Tycoon service. It is the responsibility of the Participant to understand the laws of reselling and their jurisdictions. Tickets Tycoon is not responsible for any re-selling that may occur through secondary markets.
3. IT IS A VIOLATION PUNISHABLE UNDER LAW FOR ANY PERSON UNDER THE AGE OF EIGHTEEN TO PRESENT ANY WRITTEN EVIDENCE OF AGE WHICH IS FALSE, FRAUDULENT OR NOT ACTUALLY HIS OR HER OWN FOR THE PURPOSE OF ATTEMPTING TO TRANSACT THROUGH THIS SERVICE
4. Tickets Tycoon grants Participants permission (which may be revoked at any time for any reason or no reason) to access the Site and to download, email, share via social networking or print individual pages from the Site in accordance with these Terms of Use and solely for the purpose of placing a reservation with Tickets Tycoon and for Participant's personal and non-commercial use of the Tickets Tycoon Service, provided Participant does not remove any trademark, copyright or other notice contained on such pages. No other use is permitted. Participant may not misuse the Tickets Tycoon Service. Participant may not, for example, incorporate the information, content, or other material in any database, compilation, archive or cache. Participant may not modify, copy, distribute, re-publish, transmit, display, perform, reproduce, publish, reuse, resell, license, create derivative works from, transfer, or sell any information, content, material, software, products or services obtained from the Site, except as specifically noted above. Except as specifically authorized by Tickets Tycoon, Participant may not deep-link to the Site for any purpose or access the Site manually or with any robot, spider, web crawler, extraction software, automated process or device to scrape, copy, or monitor any portion of the Site or any information, content, or material on the Site. Participant may not link or frame to any pages of the Site or any content contained therein, whether in whole or in part, without prior written consent from Tickets Tycoon. Participant may "like" or "follow" Tickets Tycoon or share links to the Site via social networking technology referenced on the Site. The licenses granted by Tickets Tycoon terminate if Participant does not comply with these Terms of Use. Tickets Tycoon reserves all of its statutory and common law rights against any person or entity who violates this paragraph.
5. USER CONDUCT. Participant agrees that use of the Site and/or services on the Site is subject to all applicable local, state and federal laws and regulations. Participant also agrees:
 - to comply with U.S. law, state and local laws or rules regarding online conduct and acceptable material;
 - not to use the Site to make a reservation unless Participant is 18 years of age or older and have read and agreed to these terms;
 - by using this site, the User swears and affirms that he/she is 18 years or older. Tickets Tycoon reserves the right to prosecute to the fullest extent of the law: any attempt by the User to misconstrue his or her age, either directly or indirectly; or any attempt to use Tickets Tycoon in an illegal manner.

- not to access the Site or services using a third-party's account/registration without the express consent of the account holder;
 - not to use the Site for illegal purposes;
 - not to commit any acts of infringement on the Site or with respect to content on the Site;
 - not to use the Site to engage in commercial activities apart from sanctioned use of Tickets Tycoon services;
 - not to copy any content, including, but not limited to website content and third-party reviews, for republication in print or online;
 - not to create distributor reviews or blog entries for or with any commercial or other purpose or intent that does not in good faith comport with the purpose or spirit of the Site;
 - not to attempt to gain unauthorized access to other computer systems from or through the Site;
 - not to interfere with another person's use and enjoyment of the Site or another entity's use and enjoyment of the Site;
 - not to upload or transmit viruses or other harmful, disruptive or destructive files; and/or
 - not to disrupt, interfere with, or otherwise harm or violate the security of the Site, or any services, system resources, accounts, servers or networks connected to or accessible through the Site or affiliated or linked sites (including those of our affiliates).
6. **HARM FROM COMMERCIAL USE.** Participant agrees that the consequences of commercial use or re-publication of content or information from the Site may be so serious and incalculable that monetary compensation may not be a sufficient or appropriate remedy and that Tickets Tycoon will be entitled to temporary and permanent injunctive relief to prohibit such use.
 7. **PROPRIETARY RIGHTS.** Participant acknowledges and agrees that the Site contains information and content that is protected by intellectual property and other laws, and may not be used except as provided in these Terms of Use without advance, written permission of Tickets Tycoon. All Site content, design, text, graphics, interfaces, images, software, hypertext markup language ("HTML"), scripts, active server pages, and other content and software used in the Site are the property of, or duly licensed to, Tickets Tycoon.
 8. **Termination and Modifications to the Site.** Tickets Tycoon reserves the right, in its sole and absolute discretion, to modify, suspend, or discontinue at any time, with or without notice, the Site and/or services offered on or through the Site (or any part thereof), including but not limited to the Site's features, look and feel, and functional elements and related services.

VI. Access to the Tickets Tycoon Service

1. Participant acknowledges that from time to time the Tickets Tycoon Service or this Site may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment or technology malfunctions; (ii) periodic maintenance procedures or repairs with Tickets Tycoon may undertake from time to time; or (iii) causes beyond the control of Tickets Tycoon or which are not reasonably foreseeable by Tickets Tycoon.

VII. Warranty Disclaimer; Limitation of Liability; Indemnification

1. **PARTICIPANT EXPRESSLY AGREE THAT USE OF THE TICKETS TYCOON SERVICE, THE SITE, AND THE INTERNET IS ENTIRELY AT PARTICIPANT'S OWN RISK. THE TICKETS TYCOON SERVICE, THE SITE, AND ITS CONTENTS ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, TICKETS TYCOON DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE TICKETS TYCOON SERVICE, THE SITE, OR ITS CONTENTS OR WITH RESPECT TO ANY INFORMATION, SERVICES, AND PRODUCTS PROVIDED THROUGH OR IN CONNECTION WITH THE TICKETS TYCOON SERVICE; TICKETS TYCOON DOES NOT ADOPT ANY REPRESENTATION OR WARRANTY OF ANY MANUFACTURER OR MERCHANT OF ANY SUCH INFORMATION, SERVICE, OR PRODUCTS. TICKETS TYCOON MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND AS TO THE AVAILABILITY, ACCURACY, OR CONTENT OF ANY INFORMATION, SERVICES, OR PRODUCTS OBTAINED THROUGH THE SITE OR THE TICKETS TYCOON SERVICES. TICKETS TYCOON DOES NOT WARRANT THAT THE FUNCTIONS PROVIDED BY THE SITE WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS.**

2. NEITHER TICKETS TYCOON NOR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, AFFILIATES, AGENTS, REPRESENTATIVES, THIRD-PARTY INFORMATION PROVIDERS, DELIVERY PROVIDERS, MERCHANTS, OR LICENSORS (COLLECTIVELY, "TICKETS TYCOON PARTIES") SHALL BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, COMPENSATORY, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES; LOSS OF DATA, INCOME, OR PROFIT; OR LOSS OR DAMAGE TO PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF, OR THE INABILITY TO USE, THE SITE, THE TICKETS TYCOON SERVICE, THE INTERNET, OR THE PROCESSING, PARTICIPATION AND DELIVERY OF TICKETS OR VOUCHERS AS PROVIDED IN ARTICLE II, SECTION 3 ABOVE YOUR SOLE AND EXCLUSIVE REMEDY HEREUNDER SHALL BE FOR YOU TO DISCONTINUE YOUR USE OF THE TICKETS TYCOON SERVICE AND TO TERMINATE THIS AGREEMENT. TICKETS TYCOON RESERVES THE RIGHT TO LIMIT YOUR ORDER OR THE QUANTITY OF TICKETS RESERVED. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES OR OF IMPLIED WARRANTIES, IN SUCH STATES AND JURISDICTIONS LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.
3. The material in the Site is provided for lawful purposes only. Tickets Tycoon operates this Site for use in specific jurisdictions where it provides its Services, and makes no representation that these materials are appropriate or available for use in other locations. If Participant uses the Site from other locations, Participant is responsible for compliance with applicable local laws. Price and availability information is subject to change without notice and may vary geographically.
4. Participant agrees to defend, indemnify, and hold Tickets Tycoon Parties harmless from any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, and expenses, including attorney's fees and costs, arising in connection with a violation of this Agreement by Participant or through use of Participant's account.

VIII. Participant account security

1. For the safety of website viewers, participants and account holders, Tickets Tycoon utilizes industry-standard SSL (Secure Sockets Layer) security to encrypt data between the web server and browser. Use of Site services requires that Participant complete customer info to order or create an account ("Account") or use the Site as a guest. participant is responsible for maintaining the confidentiality and security of Participant's personal information, and Participant is fully responsible for all activities that occur under Participant's Account, and for any other actions taken in connection with Participant's information. Participant agrees to (a) immediately notify Tickets Tycoon of any known or suspected unauthorized use(s) of Participant's personal information or Account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of personal information or credit card information; and (b) ensure that Participant exits from Participant's Account at the end of each session. Tickets Tycoon will not be liable for any injury, loss or damage of any kind arising from or relating to Participant's failure to comply with (a) and (b) or for any acts or omissions by Participant or someone else using Participant's Account and/or User inputted information.

IX. Links

1. As a courtesy to Participant, the Site may offer links to other websites to permit Participant to order and receive products, information and services from businesses that are not owned or operated by Tickets Tycoon. Tickets Tycoon has no control of these third-party website pages, nor can it guarantee the accuracy, completeness, or timeliness of information in third-party website pages. Participant use of such information is voluntary, and Participant's reliance on such information should be made only after independent review. The purchase, payment, warranty, guarantee, delivery, maintenance, and all other matters concerning the products, information or services ordered or received from such businesses are covered by their customer agreement and policies and solely between Participant and such businesses. Tickets Tycoon makes no representations or warranties of any kind, express or implied, regarding such products, information or services received from such third-party websites. References to products or services within any such third-party website pages do not constitute or imply an endorsement by Tickets Tycoon. Tickets Tycoon is not held liable for links, promotional material, terminology, or explanation of service by its affiliates that have not been generated by Tickets Tycoon.

X. Trademarks

1. "Tickets Tycoon", all Tickets Tycoon logos, and all titles, characters, names, graphics and button icons are service marks, trademarks and/or trade dress of Tickets Tycoon or otherwise proprietary to Tickets Tycoon and may not be used by Participant for any reason other than as expressly permitted by these Terms of Use. All other trademarks not owned by Tickets Tycoon (or its affiliates) that appear on the Site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Tickets Tycoon or its affiliates and Participant does not acquire any ownership rights in such marks, logos or names by using this Site of the Tickets Tycoon Service.

XI. Consideration

1. Participant acknowledges that these Terms of Use are supported by reasonable and valuable consideration, the receipt and adequacy of which are hereby acknowledged. Without limiting the foregoing, Participant acknowledges that such consideration includes, without limitation, Participant's use of the Site and receipt or use of data, content, products and/or services through the Site, the possibility of our review, use or display of Participant's Submission(s), and the possibility of publicity and promotion from our review, use or display of Participant's user-generated content.

XII. Jurisdiction, Applicable Law, and Limitations

1. This Site is created and controlled by Tickets Tycoon, Inc. in the State of Wyoming, U.S.A. Participant agrees that these Terms of Use will be governed by and construed in accordance with the laws of the United States of America and the State of Wyoming, without regard to its conflicts of law provisions. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms of Use. Tickets Tycoon makes no claims or assurances that the Site are appropriate or may be downloaded outside of the United States. Participant agrees that all legal proceedings arising out of or in connection with these Terms of Use, or services available on or through the Site must be filed in a federal or state court located in Cheyenne, WY within one year of the time in which the events giving rise to such claim began, or Participant's claim will be forever waived and barred. Participant expressly submits to the exclusive jurisdiction of said courts and consent to extraterritorial service of process.

XIII. General

1. **ENFORCEABILITY.** If any portion of these Terms of Use is found to be void, invalid or otherwise unenforceable, then that portion shall be deemed to be superseded by a valid, enforceable provision that matches the intent of the original provision as closely as possible. The remainder of these Terms of Use shall continue to be enforceable and valid according to terms contained herein.
2. **ENTIRE AGREEMENT.** Except as expressly provided in a particular "Legal & Privacy" posting or other notice on particular pages of the Site, these Terms of Use constitute the entire agreement between Participant and Tickets Tycoon, superseding all prior agreements regarding the Site.
3. **NO WAIVER.** The failure of Tickets Tycoon to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of said right or provision. Neither party hereto shall be deemed to be in default of any provision of the Terms of Use or for failure in performance resulting from acts or events beyond the reasonable control of such party and arising without its fault or negligence, including, but not be limited to, acts of God, civil or military authority, interruption of electric or telecommunication services, civil disturbances, acts of war or terrorists, strikes, fires, floods or other catastrophes.