

TERMS AND CONDITIONS

The TSF Donor Rank Calculator is available to assist in determining how your account measures in comparison to other TSF members. The calculator is a tool to give you a snapshot in time in order to reference your corresponding rank and offer the potential opportunity to understand how to improve your current status. It should be utilized with the understanding that your position could adjust frequently prior to the Donor Ranking and Priority Point lock. The hypothetical rank generated by EGroup does not guarantee that your Donor Rank in Ticketmaster will be exactly the same should you make the corresponding donation and receive the applicable Priority Points prior to the annual donation deadline and Donor Rank lock.

Your Consent to these Terms, and How these Terms may be Amended

You are currently visiting a section of the University of Missouri web site, or reviewing an e-mail, that features advanced ticketing transaction technologies and services (such section of the University of Missouri web site, e-mail, technologies and services, are collectively referred to as the "**Advanced Services**"). Some of the Advanced Services are provided by the University of Missouri, and some of the Advanced Services are provided by Ticketmaster. The following are the **Terms** that govern your use of the Advanced Services. While using the Advanced Services you may see links that, when clicked on, will take you to Internet sites operated by the University of Missouri, Ticketmaster or others that are not part of the Advanced Services. Please review the terms of use appearing with those sites and services, as those terms will govern those sites and services instead of these Terms. If there is a conflict between these Terms and any other terms, then these Terms shall govern.

By using the Advanced Services, you expressly agree to be bound by and comply with these Terms, and all applicable laws and regulations, and also agree to be bound by any additional non-conflicting terms or conditions on which you have or will agree with Ticketmaster L.L.C. ("**Ticketmaster**") or the University of Missouri. These Terms shall constitute a valid, binding and enforceable legal agreement among you, the University of Missouri and Ticketmaster. There shall be no oral or implied agreement between you and Ticketmaster, you and the University of Missouri, or you, Ticketmaster and the University of Missouri that shall be binding or enforceable, and all parties agree not to claim that there is.

Ticketmaster reserves the right to change these Terms at any time, by posting a link to, or posting, the new Terms where the Advanced Services are provided. Such change shall be effective with respect to you commencing the first time that you visit this web site or otherwise use the Advanced Services after such changed Terms have been posted. Please review the Terms periodically to see whether they have changed.

Code of Conduct

When using this web site (the "Site") you agree that you will comply with all applicable laws, rules and regulations, and that you will not:

- Use the Site for any unlawful purpose;
- Impersonate any person or entity, whether actual or fictitious, including any Season Ticket Holder or any employee or representative of our company;
- Harvest or collect information about Site users;
- Use any area of the Site for any purpose other than the use of the Advanced Services provided on the Site.

Ownership of Content and Grant of Conditional License

The Site and all data, text, designs, pages, print screens, images, artwork, photographs, audio and video clips, and HTML code, source code, or software that resides or is viewable or otherwise discoverable on the Site (collectively, the "Content") is owned by us or our licensors. We own a copyright in the Site and Content. We may change the Content and features of the Site at any time.

We grant you a limited, conditional, no-cost, non-exclusive, non-transferable, non-sub-licensable license to view this Site and its Content to use the Advanced Services as permitted by these Terms for non-commercial purposes only if, as a condition precedent, you agree that you will not:

- Do anything to violate the Code of Conduct;
- Submit any software or other materials that contain any viruses, worms, Trojan horses, defects, date bombs, time bombs or other items of a destructive nature;
- Manipulate identifiers, including by forging headers, in order to disguise the origin of any posting that you submit;
- Link to any portion of the Site other than the URL assigned to the home page of our site;
- "Frame" or "mirror" any part of the Site;
- Modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Site or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Site;
- Remove any copyright, trademark or other proprietary rights notices contained on the Site;
- Use any robot, spider, offline reader, site search/retrieval application or other manual or automatic device, tool, or process to retrieve, index, data mine, scrape the Site, or in any way reproduce or circumvent the navigational structure or presentation of the Site or its contents.
- Use any automated software application or computer system to search for, reserve, buy or otherwise obtain tickets or any other items available on the Site in a way that circumvents, avoids, alters, or affects the design, architecture, or flow of the Site, or of the user experience in utilizing the Site.
- Reproduce tickets generated by the Advanced Services in a format or medium different from that provided by the Site;
- Reproduce, modify, display, distribute or create derivative works of the Site, or tickets reproduced from the Site;
- Use the Site or the Content in an attempt to, or in conjunction with, any device, program or service designed to circumvent any technological measure that effectively controls access to, the rights in, or the reproduction of tickets from the Site in any way including, without limitation, by manual or automatic device or process, for any purpose
- Use the trademarks, logos and service marks as displayed on the Site in any way without our permission. All registered and unregistered trademarks, logos and service marks displayed on the Site are owned by us or our licensors.

Special Terms Applicable to Specific Advanced Services

All of these Terms shall apply to the use of each of the Advanced Services. However, also included in these Terms under the heading "Specific Additional Terms Governing Specific Advanced Services" are additional provisions that also govern your use of certain of the Advanced Services.

Violations of the Terms

If you violate the Terms, you may be prohibited from using the Advanced Services now or in the future, your transactions, distributions, deliveries, credit authorizations, payments, payment receipts, registrations, log-ins, ticket forwards, ticket postings, ticket sales, ticket purchases, ticket forwarding receptions, ticket orders, group management or participating or ticket management (any of the foregoing, or any other activities or transactions for which you use the Advanced Services, an "**Activity**"), or season, package, group or other tickets, may be cancelled, set-offs and debits may be taken against your accounts and credits and payments that would otherwise be owed to you, and appropriate legal actions may be taken against you.

Registration; User Names and Passwords

You may need to register with the Advanced Services, or receive a username and password, in order to use certain Advanced Services. You are solely responsible for maintaining the confidentiality of your username and password and are fully responsible for all Activities that occur under your username and password, regardless of whether undertaken by you or undertaken by someone who has received your username and password. If the Advanced Services are unable to verify or authenticate any information you provide during any Activity, you may be prohibited from using the Advanced Services.

Title; Role of University of Missouri and Ticketmaster

All of this paragraph is subject to those parts of these Terms applicable to refunds and credits for cancelled or postponed events. All rights and obligations with respect to a ticket pass upon completion of a group ticket distribution (unless properly cancelled through the method described below), forward, purchase or sale transaction. For purposes hereof, "**completion**" shall occur (a) for a group ticket distribution transaction if the recipient pays for the ticket then upon the payment for a group ticket by the recipient, or instead if the group manager pays for the ticket then upon the use of the ticket to enter an event (or if not presented to enter an event, then upon the ticket's event start time), (b) for a season ticket forwarding transaction when the Advanced Services sends (and before the recipient receives) the forwarded ticket, and (c) for a purchase or sale transaction when the Advanced Services sends (and before the recipient receives) the ticket in the case of electronic delivery, or when the Advanced Services deposits the ticket with the mail or a delivery service in the case of delivery of a paper ticket provided that the purchaser will not have the right to cancel a purchase or deliver once the purchaser has made an order (provided that Ticketmaster will have the right to allow such a cancellation in Ticketmaster's sole discretion). Throughout these processes, neither Ticketmaster nor the University of Missouri will ever take title to the ticket. Title will pass directly from the group manager to the ticket recipient in the case of a group ticket distribution (unless the recipient, and not the group manager, is the purchaser of the ticket, in which case title will pass directly from University of Missouri to the recipient, because the group manager will never have had title), directly from the ticket forwarder to the person to whom the forwarder has forwarded the ticket in the case of season ticket forwarding, and directly from the seller to the purchaser in the case of a sale transaction. Further, Ticketmaster is not the agent of any party other than University of Missouri. Ticketmaster is only a technology provider, and as such is providing ticket cancellation, distribution, posting, forwarding, authentication, delivery and payment processing services.

User Obligations

In exchange for your use of the Advanced Services, you agree: (a) to provide the Advanced Services with current, complete and accurate information about yourself ("Registration Data"), (b) to maintain and update your Registration Data as necessary to ensure that it remains current, complete and accurate; (c) not to use the Advanced Services for any illegal purpose; (d) not to impersonate any person or entity; (e) not to interfere with or disrupt networks connected to the Advanced Services or violate the regulations, policies or procedures of such networks; (f) not to attempt to gain unauthorized access to the Advanced Services, other accounts, computer systems or networks connected to the Advanced Services, through password mining or any other means; (g) not to engage in any other conduct which, in Ticketmaster's or the University of Missouri sole discretion, is considered unauthorized or objectionable; and (h) not to use the Advanced Services in connection with any commercial endeavors other than to the extent permitted by Ticketmaster or University of Missouri.

Service Modifications

Ticketmaster and the University of Missouri reserve the right, in each of their sole discretion, to modify, suspend or discontinue any part of the Advanced Services at any time, with or without notice to you. Ticketmaster and the University of Missouri also reserve the right, in each of their sole discretion, to impose limits on certain features and services and to restrict access to any part or to all of the Advanced Services without notice to you. Neither Ticketmaster nor the University of Missouri shall be liable to you or any third party for any claim or cause of action arising out of the University of Missouri or Ticketmaster's exercise of the foregoing rights.

Service Outages

Neither Ticketmaster nor the University of Missouri warrant or represent that the Advanced Services will always function or be error-free. Neither Ticketmaster nor the University of Missouri assume any liability or responsibility for errors or omissions in the Advanced Services or for problems with its functioning. Your access to and use of the Advanced Services are at your own risk.

Privacy Policy

The information you provide to the Advanced Services shall be collected, used and disclosed in accordance with the Privacy Policies linked to from this sentence. Web sites linked to the Advanced Services that are not part of the Advanced Services are not subject to such Privacy Policy. You should refer to those sites' own privacy policies to learn how they collect, use and disclose information about you.

Disclaimer; Limitation of Liability

Ticketmaster, the University of Missouri, their respective affiliates, successors, assignees and licensees, and each of the foregoing's respective officer, directors, employees and contractors (all such persons, including, but not limited to Ticketmaster, the "**Released Parties**") do not make any guarantee that any tickets posted will be purchased through the Advanced Services, or that any tickets forwarded or distributed will be accepted by the intended recipient. **THE RELEASED PARTIES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR OR ANYONE ELSE'S ACCESS TO, USE OF OR INABILITY TO**

USE THE ADVANCED SERVICES, ANY INFORMATION PROVIDED ON THE ADVANCED SERVICES OR ANY TRANSACTIONS OR OTHER ACTIVITIES ENTERED INTO THROUGH THE ADVANCED SERVICES (EVEN IF SUCH RELEASED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). IN NO EVENT SHALL THE RELEASED PARTIES' AGGREGATE LIABILITY UNDER THESE TERMS EXCEED THE TOTAL AMOUNTS PAID BY YOU TO THE RELEASED PARTIES THROUGH THE USE OF THE ADVANCED SERVICES. WITHOUT LIMITING THE FOREGOING, THE ADVANCED SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. No information, whether oral or written, obtained by you from any Released Party shall create any warranty not expressly made in these Terms. No Released Party shall be liable for any damages to, or viruses that may infect, your computer equipment or other property on account of your access to or use of the Advanced Services or your downloading of any material or information from, or referred to by, the Advanced Services.

Indemnification

You agree to indemnify and hold Ticketmaster, the University of Missouri and the other Released Parties harmless from and against any third-party claim or demand, including reasonable attorneys' fees, arising out of your (or that of another party who uses your computer equipment, pass codes or user names) use of the Advanced Services, violation of these Terms or infringement of any intellectual property or other right of any person or entity.

Termination; Suspension

The University of Missouri may, in its sole discretion, and Ticketmaster may, if authorized by the University of Missouri, immediately terminate, suspend or restrict your right to use the Advanced Services at any time with or without cause, including without limitation if either finds that you have failed to comply with any provision of these Terms or if either believes, in its sole discretion, that you have in any way abused your right to use the Advanced Services. Neither Ticketmaster nor the University of Missouri shall be liable to you or to any third party for any claim or cause of action arising out of such termination, restriction or suspension.

Miscellaneous

These Terms shall be governed by and construed in accordance with the laws of the State where the "home games" of the University of Missouri are played, without regard to such state's conflict of law provisions. In the event of a dispute, you, Ticketmaster and the University of Missouri each agree to submit to the exclusive jurisdiction and consent to the exclusive and personal jurisdiction and venue of these courts. Ticketmaster's failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Ticketmaster in writing. The University of Missouri failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by the University of Missouri in writing. If a provision of these Terms is void or invalid under, or contravenes an, applicable law, then such provision shall be amended to the extent necessary to restore these Terms' validity, effect and compliance therewith. The University of Missouri and Ticketmaster shall not be jointly or severally liable for each other's actions or omissions. You will not hold Ticketmaster liable for any of the University of Missouri acts or omissions and you will not hold the University of Missouri liable for any of Ticketmaster's acts or omissions.

Specific Additional Terms Governing Specific Advanced Services

The below includes additional terms that are (in addition to the Terms above), applicable to specific Advanced Services, and, together with the above, constitute these "**Terms.**"