

**EXECUTIVE TICKET CLUB
TERMS AND CONDITIONS OF SALE**

1. Definitions. As used herein, (a) "Agreement" shall mean the Terms and Conditions contained herein and terms and conditions contained in the corresponding Member's membership application. (b) "Delivery Address" shall mean the physical address to which the Tickets are to be delivered, as listed on the Member's membership application. (c) "Member" shall mean an individual, partnership, corporation, association or other entity identified as the purchaser of a Membership Package, as defined herein; (d) "Membership Package" shall mean the Gold, Platinum or Diamond level ticketing services purchased pursuant to this Agreement; (e) "Terms and Conditions" shall mean the thirteen (13) provisions of the Agreement contained herein; (f) "Tickets" shall mean the tickets purchased by Member as part of a Membership Package.

2. Term. This Agreement shall be effective upon the date executed by the Member (the "Effective Date"), and shall remain in effect until the earlier of (a) the one-year anniversary of the Effective Date; or (b) the corresponding maximum number of tickets have been purchased pursuant to the Membership Package purchased by Member. This Agreement may only be renewed upon mutual agreement of the parties. Notwithstanding the foregoing, Section 6 ("Indemnification") and Section 7 ("Limitation of Liability") shall survive any termination or expiration of this Agreement.

3. Sales. No person acting as an agent of Executive Ticket Club shall have authority to bind Executive Ticket Club to any contract. All Membership Package sales must be accepted in writing at Executive Ticket Club's home office.

4. Delivery. Executive Ticket Club shall deliver the Tickets to the Delivery Address by any commercially reasonable means and shall have the option of selecting the particular route and carrier. Executive Ticket Club shall not be liable for losses or damages of any kind whatsoever (whether incidental, consequential or otherwise) attributable to or resulting in any way from delays in shipping. Unused Tickets may not be returned, and will not be accepted, without the prior written approval of Executive Ticket Club. Any request for a change to the location of the Shipping Address must be made in writing to Executive Ticket Club.

5. Force Majeure. Executive Ticket Club shall not be liable to a Member under this Agreement for any delay or lack of performance (other than nonpayment) resulting from a Force Majeure event. "Force Majeure" event means any act of God, war, fire, typhoon, flood, earthquake, natural disasters, governmental action, labor disruptions, materials shortages, or any other event beyond the reasonable control of Executive Ticket Club.

6. Indemnification. Member hereby indemnifies and agrees to hold Executive Ticket Club harmless from and against any and all liabilities, losses, costs, including attorneys' fees, claims and causes of action arising out of or related to this Agreement, those including but not limited to any and all liabilities, losses, costs, arising out of or related to any event for which the tickets are sold.

7. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES SHALL EXECUTIVE TICKET CLUB BE LIABLE TO MEMBER, ITS AFFILIATES, SUCCESSORS OR TRANSFERREES FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND,

REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE LOSS OR LOSS OF USE OF ANY OF THE TICKETS EVEN IF EXECUTIVE TICKET CLUB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXECUTIVE TICKET CLUB'S AGGREGATE CUMULATIVE LIABILITY TO MEMBER ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL IN NO EVENT EXCEED THE AMOUNTS PAID TO EXECUTIVE TICKET CLUB BY MEMBER PURSUANT TO THIS AGREEMENT.

8. Agreement. No other representations, warranties or specifications, oral or written, including any brochures provided by Executive Ticket Club, shall modify or expand the obligations of Executive Ticket Club contained herein, and no sales representative or agent of Executive Ticket Club has any authority to make any additional representations or warranties on behalf of Executive Ticket Club. The terms and conditions of this Agreement shall not be modified or rescinded except by written instrument executed by an authorized representative of each of Member and Executive Ticket Club. This Agreement is the entire agreement between the parties hereto with respect to this subject matter, and supersedes all prior and contemporaneous discussions, negotiations, communications and agreements with respect thereto. Any additional or different terms stated in any other document delivered to Executive Ticket Club by Member in connection with this Agreement shall have no effect. In the event of any conflict or contradiction between the membership application and the Terms and Conditions, the Terms and Conditions shall control and supercede any and all conflicting provisions in the membership application.

9. Waiver. No provision of this Agreement, unless such provision otherwise provides, will be waived by any act, omission or knowledge of a party or its agents or employees except by an instrument in writing expressly waiving such provision and signed by a duly authorized officer of the waiving party.

10. Governing Law. All matters arising in connection with this Agreement or the enforcement or construction thereof shall be governed by and resolved in accordance with the laws of the State of California as such laws are applied to a transaction between residents of that state.

11. Severability. If any of the terms and conditions of this Agreement are held by any court to be invalid or unenforceable under applicable law, the parties agree to amend such provision only to the extent necessary to enable it to be valid and enforceable under applicable law, without invalidating the remaining provisions of this Agreement, which shall remain in full force and effect.

12. Independent Contractors. The parties hereto are independent contractors and this Agreement shall not be construed as creating any joint venture, partnership or other like relationship.

13. No Assignment. Member may not assign any of its rights or obligations under this Agreement.