

San Diego Musial Theatre Terms of Use

Thank you for visiting San Diego Musical Theatre's website. For both your protection and ours, we have established the following terms of use which we expect all our visitors to follow while on our site. By accessing, browsing, or using this Site, you acknowledge that you have read, understand these Terms of Use and you agree to be unconditionally bound by these Terms of Use.

If you do not agree to these Terms of Use, then you may not use this Site. We reserve the right to modify these terms of use at any time, without notice to you, by updating this posting. You agree that in the event any portion of these Terms of Use are found to be unenforceable, the remainder of these Terms of Use shall remain in full force and effect and the otherwise unenforceable portion shall be amended so as to be enforceable to the greatest extent permitted by law. By using this Site you agree to be bound by any such revisions and should therefore periodically visit this page to determine the then current Terms of Use by which you are bound.

Please note that you will be referred to as "user" from time to time in this agreement.

General Rules

You agree and continue to agree to use our web site in a manner consistent with all applicable laws and regulations and in accordance with the terms and conditions set out in the policies and guidelines outlined below.

Privacy Policy

Registration, personal and purchase data and certain other information about you is subject to our privacy policy. For more information, see our [Privacy Policy](#).

Registration Obligations

In order to purchase tickets or make donations on this Site you will be required to register by filling out the registration form. In consideration of your use of the Site, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Site's registration form and (b) maintain and promptly update that information to keep such information true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site. We do not independently verify any information you provide, and we will not be liable in any way for inaccurate or fraudulently provided information or fraudulent donations or purchases.

Registration Password and Security

You will receive a password and user I.D. upon completing the registration process. You are responsible for maintaining the confidentiality of the password and user I.D., and you are fully responsible for all activities that occur under your password or user I.D. You are to (a) immediately notify us of any unauthorized use of your password or user I.D. or any other breach of security, and (b) ensure that you exit from your account at the end of each session. We cannot and will not be liable for any loss or damage arising from your failure to comply with this section.

Site Security

Users of our Site are strictly prohibited from violating or trying to violate the security features of the Site, such as by (1) accessing data not intended for that user or logging onto a server or an account which the user is not authorized to access; (2) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures unless we expressly authorize that user to do so in writing; (3) attempting to interfere with service to any user, host or network, such as by means of submitting a virus to the Site, overloading, “flooding,” “spamming,” “mailbombing” or “crashing;” (4) sending unsolicited email, including promotions and/or advertising of products or services; or (5) forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting.

Violations of system or network security may result in civil or criminal liability. We will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. By using the Site, you hereby agree not to use any device, software or routine to interfere or try to interfere with the proper working of this Site or any activity being conducted on this Site. You further agree not to use or try to use any engine, software, tool, agent or other device or mechanism (including browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Site other than the search engine and search agents which we make available on this Site and other than generally available third party web browsers like Firefox or Microsoft Explorer.

Links

Our Site provides links to independently operated world wide web sites of third parties. Because we have no control over such sites, you acknowledge and agree that we are not responsible for the availability of such external sites or resources or the accuracy of any links to such sites or resources, and do not endorse and are not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that we are not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any such content, goods or services available on or through any such site.

You further acknowledge and agree that we are not responsible for informing you when you are leaving or have left our Site and are visiting such an independently operated site. You further acknowledge and agree that we are not liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with our decision to provide, or not to provide, you with notice that you are leaving or have left our Site.

E-Commerce Transactions

Our Site allows you to purchase tickets for your personal use to attend events, to make donations or enroll in educational programs at our theatres and facilities. We do not knowingly transact on this Site with any person under the age of 18. If you are under the age of 18, you are not allowed to purchase tickets or enroll in educational programs on this Site. Your parent or guardian must purchase tickets on your behalf or enroll you in our educational programs. The following purchase policies are meant to provide you with an understanding of the purchasing process on the Site, and are part of these Terms of Use. If you have any questions regarding the purchase policies, please contact us.

Payment

You may pay for event tickets or make donations through this Site by using certain types of credit cards listed on the applicable purchase pages of the Site. The means of payment or acceptance of certain credit cards may be changed from time to time by updating the posting on the payment page of this Site, but without notice to you.

Pricing and Availability of Tickets

Tickets to our events and educational programs are sold through several distribution methods, including this Site, by phone, and at the San Diego Musical Theatre box office. Prices displayed on this Site are valid as of the time they are posted, and will be honored if purchased at that time, but are subject to change without notice to you by updating the posting on the Site. Prices include certain processing fees and taxes, which may not be refundable in certain cases. Prices for events, and for particular seating at any given event or space in any given educational program, may be different depending upon whether you purchase tickets or enroll through this Site, by phone or at the box office. All distribution methods access the same ticketing system and inventory with the following exceptions.

Cancelled or Postponed Events

Occasionally, events or programs are postponed or cancelled due to reasons such as, among others, weather, safety, injury or acts of God. If this occurs, the Site will be updated as soon as possible to reflect such cancellation or postponement. If you purchased your tickets or enrolled through this Site, we will notify you by the e-mail address you provide at registration of such cancellation or postponement. Should a performance be cancelled, every effort will be made to exchange your tickets into comparable seats for the same production. If this is not possible and you would like a refund, you must respond to our notice with your name and ticket information within 3 days, and we will take all reasonable steps to cancel your credit card charges within 30 days. If you purchased your tickets by phone or in person, you may not use this Site to obtain a refund.

Refunds

It is your responsibility to review your selection of events and seating. We do not provide refunds for tickets purchased on this Site to events which occur as scheduled.

Exchanges

Exchanges may be available. All exchanges must be made 48 hours prior to the scheduled event. A exchange fee may be applied to any such transactions. Any additional difference in price is also the responsibility of the purchaser and must be provided at time of exchange. If purchaser exchanges to a lower priced ticket, no refund for the difference in price will be provided. Exchanges are not available on this Site. All exchanges must be made by contacting the box office at (858)560-5740 or 4650 Mercury Street, San Diego, CA 92111

Payment Processing

In consideration of your purchase of tickets or enrollment in educational programs through this Site, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Site, including true and correct name, address and credit card number and expiration date. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right to terminate your purchase and sell the tickets or enrollment to another customer. We do not independently verify any customer information, and we will not be liable in any way for inaccurate or fraudulently provided information or fraudulent purchases. We do not knowingly transact on this Site with any person under the age of 18. If you are under the age of 18, you are not allowed to purchase tickets or enroll in educational programs on this Site. Your parent or guardian must purchase tickets on your behalf or enroll you in our educational programs.

Delivery of Tickets

Tickets purchased through this Site will be available for pick-up at will-call. Please bring your confirmation number, credit card used to purchase the tickets, and a valid photo i.d. We will not release tickets if the credit card and photo i.d. do not match.

Number of Tickets

You may be limited in the number of tickets you are allowed to purchase for a given event. If you are purchasing tickets in bulk, please contact Group Sales at (858) 560-5740.

No Resale

Tickets purchased through this Site are for personal use only. You may not resell any ticket purchased through this Site. We will investigate and take appropriate legal action against anyone who violates this provision, including blocking access to this Site for violators and deleting violators' registrations. If we reasonably believe that you are violating this provision, we reserve the right to cancel any outstanding ticket orders.

Donations

We accept donations through this Site by credit cards in accordance with the provisions under "Payment" above. Donations made to San Diego Musical Theatre on this Site are tax-deductible. Once we have processed your donation, we will send you via e-mail appropriate information to allow you to claim your deductions. We will not be liable in any way for tax deductions which are disallowed for any reason, including but not limited to our loss of charitable status or any change in the tax code or regulations. We do not independently verify any donor information, and we will not be liable in any way for inaccurate or fraudulently provided information or fraudulent donations. We do not knowingly accept donations from any person under the age of 18.

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Notice

We may give notice to you by means of a general notice on the site or via electronic mail to your email address on record. You may give notice to us, and such notice shall be deemed given when received by us, at any time by any of the following:

1. Electronic mail to: info@sdm.org
2. Letter delivered by first class postage prepaid mail to the following address:
4650 Mercury Street, San Diego, CA 92111

Indemnification

You agree to defend, indemnify and hold us harmless from any damages, claims or disputes which may arise from a breach of the terms of this agreement by you or any other person accessing the Site using your account information. You agree to hold us and our affiliates, employees, contractors, officers, directors, co-branders, partners and content providers harmless from any and all claims and expenses, including attorney’s fees and court costs, related to a violation of this agreement by you or any other person accessing the Site using your account information. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

Termination of Service

You may terminate your right to use our site and services at any time by notification to us as set forth above. We may terminate your account or access rights to the site at any time, without notice, for conduct that we believe violates this agreement or other policies or guidelines that we have posted on our site.

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