



December 10, 2019

By EMAIL

Hon. Frank Pallone, Jr.
Chairman
Energy and Commerce Committee

Hon. Greg Walden
Ranking Member
Energy and Commerce Committee

Hon. Diana DeGette
Chair
Oversight & Investigations Subcommittee

Hon. Brett Guthrie
Ranking Member
Oversight & Investigations Subcommittee

Hon. Jan Schakowsky
Chair
Consumer Protection & Commerce
Subcommittee

Hon. Cathy McMorris Rodgers
Ranking Member
Consumer Protection & Commerce
Subcommittee

Mohammad Aslami
Energy and Commerce Committee
Majority Staff Oversight Counsel
2125 Rayburn House Office Building
Washington, DC 20515

Brittany Havens
Energy and Commerce Committee
Minority Staff
2322 Rayburn House Office Building
Washington DC, 20515

Re: **Vivid Seats Response to Committee Request for Information**

Dear Mr. Aslami and Ms. Havens:

On behalf of Vivid Seats, enclosed is Vivid Seats' response to your November 21, 2019, letter regarding the live event ticketing industry.

Vivid Seats has been a pro-consumer, disruptive force in the ticket industry. Vivid Seats was founded to reinvent the ticket purchasing experience. We have the best tools in the industry for fans to learn, shop, share, plan, and organize a live event experience. We continually invest in our site's functionality and information so that fans can go from start-to-finish faster and easier than on any other ticket website. And we have worked hard to be the leader in providing value, uniquely combining discount prices with premium service.

As we have discussed with your staff, the information contained within is highly confidential. Because Vivid Seats is privately held, information related to ticket sales,

revenues, and other proprietary matters is not public. We therefore request that the committee not release this information in the public record. Should it consider doing so, we ask for a meaningful opportunity to discuss its release with the committee in advance.

We provide below answers to your specific questions, which we look forward to discussing with you in the near future.

Please contact us with any questions.

Respectfully submitted,

Pantelis Michalopoulos
Andrew Golodny
Steptoe & Johnson LLP
1330 Connecticut Ave NW
Washington, DC 20036
Counsel to Vivid Seats LLC

_____/s_____
Ryan J. Fitts
VP, Legal Affairs
Vivid Seats LLC
111 N Canal, Suite 800
Chicago, IL 60606

Enclosures

1. Please provide a list of all primary market ticket platforms and secondary market ticket exchanges owned or operated by your company, and the total number of tickets sold on each platform or exchange in 2018.

Founded in 2001, and headquartered in Chicago, Vivid Seats owns and operates a ticket marketplace named “vividseats.com.” Our marketplace facilitates transactions using innovative technologies to connect fans to their favorite sports, concerts, and theater events in a secured, guaranteed transaction. It provides those same fans—as well as ticket owners—with the ability to sell tickets transparently and efficiently. We connect buyers and sellers of live event tickets over a million times each year, sending thousands of fans to live sports, concert, and theater events each day.

Vivid Seats operates three distinct platforms:

- The core retail marketplace, vividseats.com, which facilitates consumers buying tickets to live events. Vivid Seats does not sell tickets from any other marketplace;
- An industry-leading point of sale software solution called Skybox, which enables sellers to manage ticket inventory across the core marketplace as well as on other marketplaces owned by competitors; and
- A private label platform called Ticket Fulfillment Services (“TFS”) or “Distribution,” which licenses a set of tools to website owners who market their own offers to consumers. Our private label services power ticketing solutions offered by household names such as Groupon, American Airlines, CapitalOne and Caesars.

In addition, Vivid Seats has partnership agreements with a growing list of popular venues, leagues, and teams, including the LA Clippers, Chicago Bears, Green Bay Packers, Indianapolis Colts, San Francisco 49ers, Notre Dame, ESPN, and Rolling Stone.¹

2. What fees does your company charge per ticket sale, and how are those fees calculated? Please provide a copy of any policies related to how your company sets and calculates fees.

As described in detail below, Vivid Seats charges service fees to buyers and sellers for each transaction.

Service fees are the main form of revenue received by our core retail marketplace. They are comparable to the buyer premium and seller commission charged by auction houses, which perform a similar function of facilitating transactions between buyers and sellers. To be clear, our core marketplace does not set the base price of the ticket and does not receive any revenue from the ticket price itself—the seller receives the ticket price.

Service fees support Vivid Seats’ efforts to pursue technological innovation and provide a high standard of customer care from our Chicago, Illinois headquarters. Our 300-person call center is in downtown Chicago, operates from 7 AM to midnight, and includes a large

¹ See generally <https://www.vividseats.com/partners.html>.

antifraud team. Our investment in customer care gives us the confidence to offer our 100% Buyer Guarantee: valid tickets, accurately described, delivered on time for your event or your money back.

Our commitment to deliver great, reliable experiences for our customers has paid off in third-party recognition. We are very proud that Vivid Seats was recently named to Newsweek's 2019 list of America's Best Companies for Customer Service, landing first in the ticketing industry on their annual survey. This list recognizes the top brands based on over 115,000 evaluations by more than 20,000 U.S. customers. We are honored by this recognition as we make our customer experience a top priority and are committed to providing the best service in our industry. Our service fees support our award-winning customer service.

We are advocates for our fans and seek to provide a safe, trustworthy place to buy and sell tickets.²

Vivid Seats' buyer service fee is generated by a proprietary algorithm [REDACTED]

Sellers also are charged a service fee. [REDACTED]

Vivid Seats charges a delivery fee to the buyer for each transaction. We maintain a schedule of delivery fees for each delivery method, which we will provide in a supplemental, confidential submission. The fee charged depends upon the delivery method. Vivid Seats uses over a dozen different ticket delivery methods that fall into three basic categories: E-tickets, UPS shipping, or Special Delivery.

1. "E-Tickets" are tickets that are delivered electronically. Vivid Seats offers several e-ticket delivery options, as follows:

- "Email Delivery" tickets are PDF files containing ticket barcodes that can be printed at home and then scanned at the venue. When the tickets are ready, an email with a link to download and print the PDF files is sent to the customer.
- "Mobile E-Tickets" are ticket files that can be displayed on a mobile device to gain entry.
- "Instant Download" tickets are electronic tickets that the seller has available for immediate download by the customer soon after the order is confirmed rather than closer to the event. Instant Download is available for some email delivery PDFs and for some mobile e-tickets.

² See Vivid Seats Fan Bill of Rights at <https://www.vividseats.com/fansfirst> and Trust & Safety Page at <https://www.vividseats.com/trust>.

- “Electronic Transfer” tickets must be transferred through and opened in a third-party website or mobile app, typically provided by the primary ticket vendor.
 - “Flash Seats” tickets are delivered through the flashseats.com website (a third-party ticket-delivery website). After accepting tickets transferred into their flash seats account, the customer can gain entry to the event by opening the tickets in the Flash Seats app or by linking the tickets to a digital ID (credit card or driver's license) and swiping that digital ID at the venue.
2. UPS Shipping refers to hard-stock or printed tickets that are sent to the customer via UPS.
 3. Special Delivery refers to several alternative delivery methods that are used when an order cannot be sent via email, electronic transfer, or shipped. The most common are “Local Pickup” and “Will Call.” This means that the tickets will be available for pickup from the venue box office’s Will Call window or from a seller representative or affiliate at a location at or close to the venue.

E-Tickets for major sports and concerts are typically billed on a per-ticket basis and UPS Shipping and Special Delivery have a per-order delivery fee. We note that even tickets delivered online have costs associated with them. For example, mobile tickets require technical development to interact with the delivery system chosen by the initial sellers, and PDF tickets require technical work to ensure that they are correctly uploaded.

Increasingly, tickets are being offered in the “mobile ticket” format. As the Committee is aware, there have been instances where the initial seller has rendered mobile tickets non-transferable. Vivid Seats believes that fans should have the right to use, give away, or sell a ticket without any technological restriction and on the marketplace of their choice. Tickets are the property of the fans and they should be able to use, give as a gift or sell as they wish.

Technology that renders a ticket non-transferable makes a fan’s ticket less valuable. That’s why Illinois, New York, Colorado, Virginia, and Connecticut have all passed laws protecting a consumer’s right to transfer tickets.³

³ See e.g., N.Y. Arts & Cult. Aff. Law § 25.30 (“Prohibited for any operator of a place of entertainment, or operator’s agent, to restrict by any means the resale of any tickets....”); Va. Code Ann. § 59.1-466.6 (“No person that issues tickets for admission to an event shall issue any such ticket solely through a delivery method that substantially prevents the purchaser of the ticket from lawfully reselling the ticket on the Internet ticketing platform of the ticket purchaser's choice.”); Conn. Gen. Stat. Ann. § 53-289d (“No person shall employ an entertainment event ticketing sales system that fails to give the purchaser an option to purchase tickets that the purchaser may transfer to any party, at any price and at any time...”).

- 3. How much revenue did your company generate from ticket fees in calendar years 2016, 2017, and 2018? Please provide this figure for both your primary (if applicable) and secondary ticket sales platforms.**

Responsive information will be provided in a supplemental, confidential submission.

- 4. At what point during the purchase process does your company make the consumer aware of the type and amount of ancillary fees charged?**
- a. Where and how is this information communicated to consumers?**

Vivid Seats provides the total cost of the purchase before checkout and on the same page where payment information is requested from the consumer. Please see Exhibit 1 for the step-by-step check-out process. This is comparable to the communications provided by auction houses, which advertise the estimated price of artworks to be sold—without commission, and add the applicable buyer premium to the “hammer price.”

- b. Since January 1, 2016, has any federal, state, or local entity or individual taken legal action against your company regarding the lack of “all-in” pricing? If so, please provide a list of such actions, the claim alleged in each action, and, if applicable, the results of any such action.**

There have been no such actions against Vivid Seats in the United States. No jurisdiction in the United States, where we conduct the vast majority of our business, has “all-in” pricing requirements for live event ticketing.

- 5. Does your company sell ticket insurance, or contract with or otherwise permit a third-party to sell ticket insurance on your platform or website? If so, please explain the ticket insurance that your company offers, including whether the ticket insurance is a set price or calculated based on the cost of the ticket, and what the ticket insurance covers.**

We offer ticket insurance on our website through Allianz, a third-party provider. The price is calculated based on the price of the ticket. Please see Exhibits 2 and 3 describing coverage provided.

- 6. Does your company permit the sale of speculative tickets on your company's platform?**

Vivid Seats distinguishes between approved “Zone” sales and unauthorized speculative sales. Vivid Seats prohibits the sale of speculative tickets, *i.e.* tickets that a seller offers for sale without owning the same and without disclosing this to the consumer.⁴ While speculative sales are prohibited, Vivid Seats has designed a proprietary program that offers customers the opportunity to purchase tickets from approved sellers who procure those

⁴ See Vivid Seats Seller Terms and Conditions, <https://www.vividseats.com/sellerterms.html>.

tickets on behalf of the customer upon purchase. This program is known as the “Zone Program.” The key to the Zone Program is that it brings transparency and disclosure to consumers so that they understand the product being purchased.

Vivid Seats’ Zone Program provides ticket availability, access, and convenience for customers. Zone tickets are desired by fans who want to be certain that they will have tickets to a high-demand event. They are analogous to pre-ordering a popular toy during the holidays or a book by a popular author—the store does not have the item in stock at the time the order is placed, but it will obtain it for the customer. For those reasons, this method of ticket resale, subject to providing proper disclosure, has been explicitly approved by state legislatures in California, New York, Tennessee, and Maryland.⁵ We also note that the BOSS ACT (Better Oversight of Secondary Sales and Accountability in Concert Ticketing Act of 2019, H.R. 3248, 116th Cong. (2019)) would permit the sale of tickets not in the possession or control of the seller, provided that appropriate disclosures are made by the seller.⁶ We support this proposed language.

In the rare case that a seller fails to fulfill a Zone order, in addition to penalizing the seller, as described below, Vivid Seats will attempt to fulfill the order itself with tickets in a comparable or better location. If replacement with comparable or better tickets is not possible, then Vivid Seats will provide a full refund and, in the interest of customer satisfaction, frequently will provide credit to the customer for use on a future order.

The Zone Program is restricted to approved sellers only. To participate in the Zone Program, a seller also must be approved by Vivid Seats’ vendor relationship team [REDACTED]. If approved for the Zone Program, the seller is subject to our Zone Seller Agreement. Approval to participate in the Zone Program may be withdrawn at any time at Vivid Seats’ sole discretion. Vivid Seats also has sole discretion regarding which events are eligible for Zone listings. If not approved, the ability to list Zone tickets is blocked within Vivid Seats’ system.

a. What disclosure does your company make to alert consumers of the speculative nature of the ticket and how and when in the purchase process is this disclosure made?

Under the Zone Program, certain sellers may list tickets as “Zone Seating.” Zone listings include a disclaimer so that customers are made aware that the listing is a Zone listing. As with all other tickets sold on vividseats.com, Zone orders are covered by the 100% Buyer Guarantee. See Exhibit 4 for a step-by-step example of our checkout process for a Zone order.

⁵ See e.g., Cal. Bus. & Prof. Code §§ 22502, 22502.1; N.Y. Arts & Cult. Aff. Law § 25.10(b)-(c).

⁶ See <https://www.congress.gov/bill/116th-congress/house-bill/3248/text>.

b. What actions has your company taken to address speculative tickets sold on your company's platform, including legal or other actions taken to enforce your company's speculative tickets policy?

To prevent the sale of unauthorized speculative tickets on our site, our vendor relationship team reviews ticket listings to ensure that only approved, disclosed Zone listings are offered on the marketplace and that no speculative tickets are listed. The vendor relationship team uses its awareness of seller business practices, ticket inventories, and on-sale dates to monitor listing behavior that suggests speculative listings. Any confirmed speculative listings are removed. In addition, absent a satisfactory explanation by the seller, the seller may face penalties including removal of any and all listings, cancellation of any or all confirmed orders, fines, reimbursement of funds paid to the seller, as well as funds expended to ensure that the customer is able to attend the event. The seller could also face denial of access to the Vivid Seats Marketplace, suspension, or termination of the seller's account.

We take our ban on speculative tickets very seriously because we believe that speculative sales lead to bad consumer experiences and reflect poorly on the marketplace. We have periodic conflicts with sellers who are unhappy with our enforcement decisions concerning the sale of unauthorized speculative tickets. We have not altered and will not alter our enforcement decisions in those cases. We also note that an investigation of speculative ticket sales by the Rhode Island Attorney General did not uncover any incidents involving Vivid Seats. The Attorney General identified and entered into consent decrees with brokers who sold undisclosed speculative tickets on marketplaces operated by two of our competitors, but no transactions on Vivid Seats were cited for lack of disclosure.⁷

c. In the past year, have any speculative tickets been sold on your company's platform(s)?

Yes, we have detected several brokers selling unauthorized speculative tickets on our site within the past 12 months, leading to fines being issued to some and account terminations for others.

d. Please provide all policies related to the sale of speculative tickets on your company's platform.

Responsive documents will be submitted under separate cover.

7. Does your company work with, own, or operate any platform and/or website that make any representation of affiliation or endorsement to a venue, team, or artist, when in fact no formal affiliation or representation exists (also

⁷ See Press Release, *Attorney General Neronha takes action to protect consumers from speculative ticket sellers*, <https://www.ri.gov/press/view/36188> (June 27, 2019).

known as white-label websites)? If yes, please provide a list of these websites and explain:

We do not own any such websites but, as noted above, we operate a private label platform called Ticket Fulfillment Services (“TFS”), which licenses a set of tools to website owners who market their own offers to consumers. Our private label services power ticketing solutions offered by household names such as Groupon, American Airlines, CapitalOne, and Caesars. Our services are also used by smaller marketplaces that have opted to outsource back-office tasks, such as billing and delivery, to TFS. All TFS clients are required to comply with applicable law and make any required disclosures. We have policies and enforcement mechanisms intended to prevent the making of any misrepresentations by entities we work with. These policies and mechanisms are described below.

a. How your company coordinates with any such websites, including the sharing of technology and/or sales inventory.

Started in 2014, TFS permits a business to market and sell tickets to events through the business’s website, while the TFS technology provides backend functions including ticket inventory and secure payment processing to ensure timely delivery of tickets. TFS also provides clients with a support team and customer service center. The TFS platform enables these businesses to leverage their unique web and marketing acumen to sell tickets to consumers interested in attending live events.

TFS has high standards for companies interested in licensing the platform and evaluates prospective licensees at several stages of the process before they are permitted to participate in the platform:

- Pre-contract. The TFS team requires the prospective licensee to follow marketing and website best practices. TFS also vets how the prospective licensee plans to advertise and drive traffic to its site. TFS allows only high-performing marketers who use industry best practices to license the platform.
- Contract. All TFS contracts, at a minimum, stipulate that Vivid Seats reserves the right to request that the licensee alter or remove certain ads and that the licensee must do so within one business day. Licensees agree to follow advertising best practices. As explained below, major TFS licensees are required to certify that they are in compliance with the FTC’s 2014 Consent Decree on transparency in ticket resale advertising and to pledge not to include a venue or artist name in the top-level domain for any ticket website operated by that licensee.
- Post-contract. The TFS account management team periodically audits licensees’ ads and websites. It is important to Vivid Seats that the licensees consistently provide a positive and seamless shopping experience for their customers. Vivid Seats reviews licensees’ ad practices as well as their websites for appropriate disclosures, terms and conditions, site content, and general consumer experience.

Because of TFS’s participation criteria and audits, the TFS program is limited to a select few high-quality sites and marketers. This stands in contrast to some competing platforms, which may have thousands of licensees. TFS prefers to maintain fewer licensees with the goal that each provides a positive, quality consumer experience.

Vivid Seats’ clients licensing the TFS platform have contributed to competition and innovation in the ticketing industry and differentiated themselves in the market through regional- and genre-specific marketing, and other unique features such as interactive venue maps. The TFS licensees compete with one another and with other secondary ticket marketplaces through their marketing acumen, website design, ease of user interface, and through price competition by, for example, determining how much of a service fee to attach to sales. Such differentiation to attract buyers creates competition that benefits consumers.

TFS licensees own, host, and maintain their own websites. They control the user interface and experience. They also set any service fees. TFS licensees also control their own marketing strategies and execution—each licensee determines which set of keywords to bid on, and for how long.

b. If and how your company notifies consumers that the website and/or platform is not endorsed or affiliated with the venue, team, or artist represented on your company’s properties.

In 2014, the Federal Trade Commission (“FTC”) sued TicketNetwork and several of its partners and executives under the FTC Act, alleging that the defendants misled consumers into thinking they were buying event tickets from the original venue at face value. TicketNetwork is a secondary ticket reseller that lists tickets from resellers and has a program through which partners resell tickets in TicketNetwork’s inventory through their own websites. The FTC settled with TicketNetwork and the other defendants through a consent decree.⁸

The FTC Consent Decree, among other things, requires that TicketNetwork:

- Cannot use the word “official” except if the venue, primary seller, or original ticket issuer has authorized it to resell tickets on its behalf.
- Cannot use the name of any venue, team, or performer in a URL appearing in search engine ads except: (1) where the name appears only within the subdirectory or subfile portion of such actual or display URL (i.e., after the top-level domain and first “/”) or (2) the ad indicates that the site is a ticket reseller not affiliated with the venue or performer.
- Unless authorized by the venue, primary seller, or original ticket issuer, cannot misrepresent that they are a primary ticket site or are offering tickets at face value

⁸ See Final Judgement and Order for Permanent Injunction and Other Relief, *FTC v. Ticket Network, Inc.*, 3:14-cv-01046 (D. Conn. July 24, 2014), <https://www.ftc.gov/system/files/documents/cases/140723ticketnetworkstip.pdf>.

by: (1) using names or images of venues, performers, or teams in ads or websites (2) using terms like: box office, arena, stadium, theater, performing arts center in ads. The consent decree does not prohibit truthful and non-misleading use of any such terms or images.

- Prominently disclose on the page where tickets are offered for sale, on the search engine ad landing page, and on the payment page that: (1) the site is a resale marketplace and not a venue or box office; (2) the ticket price may exceed face value; and (3) the site is not owned by the venue, performer, or team.

In part because the FTC Consent Decree is the most significant pronouncement from the FTC concerning secondary ticket channels, Vivid Seats uses it as a guidepost for TFS licensees. For that reason, we require that all major TFS licensees comply with a “Transparency in Advertising” document that is modelled, in part, on the Consent Decree. As mentioned above, major TFS licensees make annual certifications of compliance and we audit their sites quarterly to verify that the disclosures are present.

At our request, our major TFS licensees all have signed a pledge not to include a venue or artist name in the top-level domain for any ticket website operated by that Licensee. [REDACTED]

[REDACTED]

[REDACTED]

In addition, Vivid Seats supports a bill in Michigan that, among other things, would ban the use of an artist or venue name in the domain or subdomain of a URL. Vivid Seats supported a similar bill in New York, which was passed into law last year.⁹

- c. For 2016, 2017, and 2018, what percentage of your company's total revenue is derived from white-label websites as that term is described above?**

Responsive information will be provided in a supplemental, confidential submission.

- 8. What protocols are in place to ensure that tickets resold on your company's platform(s) were not originally purchased using bots or fictitious accounts?**

⁹ See N.Y. Arts & Cult. Aff. Law § 25.34(2).

What analysis has your company completed to determine the effectiveness of these protocols?

We carefully vet all sellers before they are permitted to sell tickets on Vivid Seats. [REDACTED]

A recent FTC workshop on the ticket industry included some significant insight into this area.¹⁰ Although we carefully vet the sellers who sell tickets on our marketplace and require that all sellers comply with applicable law, we do not believe that it is possible to identify bot-trafficked tickets. David Marcus, Ticketmaster’s EVP and Head of Music, said as much during his comments at the FTC workshop.

Notably, Noah Stein, Assistant Attorney General, Bureau of Internet & Technology, New York Attorney General’s Office, stated that bots are a “bogeyman”—that they are a problem “but not the only problem or even necessarily the main problem,” and that regulators have “won the cold war” against them. Joe Ridout, Manager of Consumer Services, Consumer Action, a panelist at the Workshop, likewise commented that the focus on bots often draws attention away from the role of the primary marketplace and said there is no lack of “hypocrisy” in terms of ticket scarcity. We agree with these sentiments. Perceived scarcity at the “on-sale” is not caused by bots; it is primarily caused by holdbacks engineered by the ticketing company that operates the on-sale process. We would be happy to provide the committee with more information on this point.

¹⁰ See <https://www.ftc.gov/news-events/events-calendar/2019/03/online-event-tickets-workshop>.

EXHIBIT 1



PURCHASING TICKETS

Checkout Path

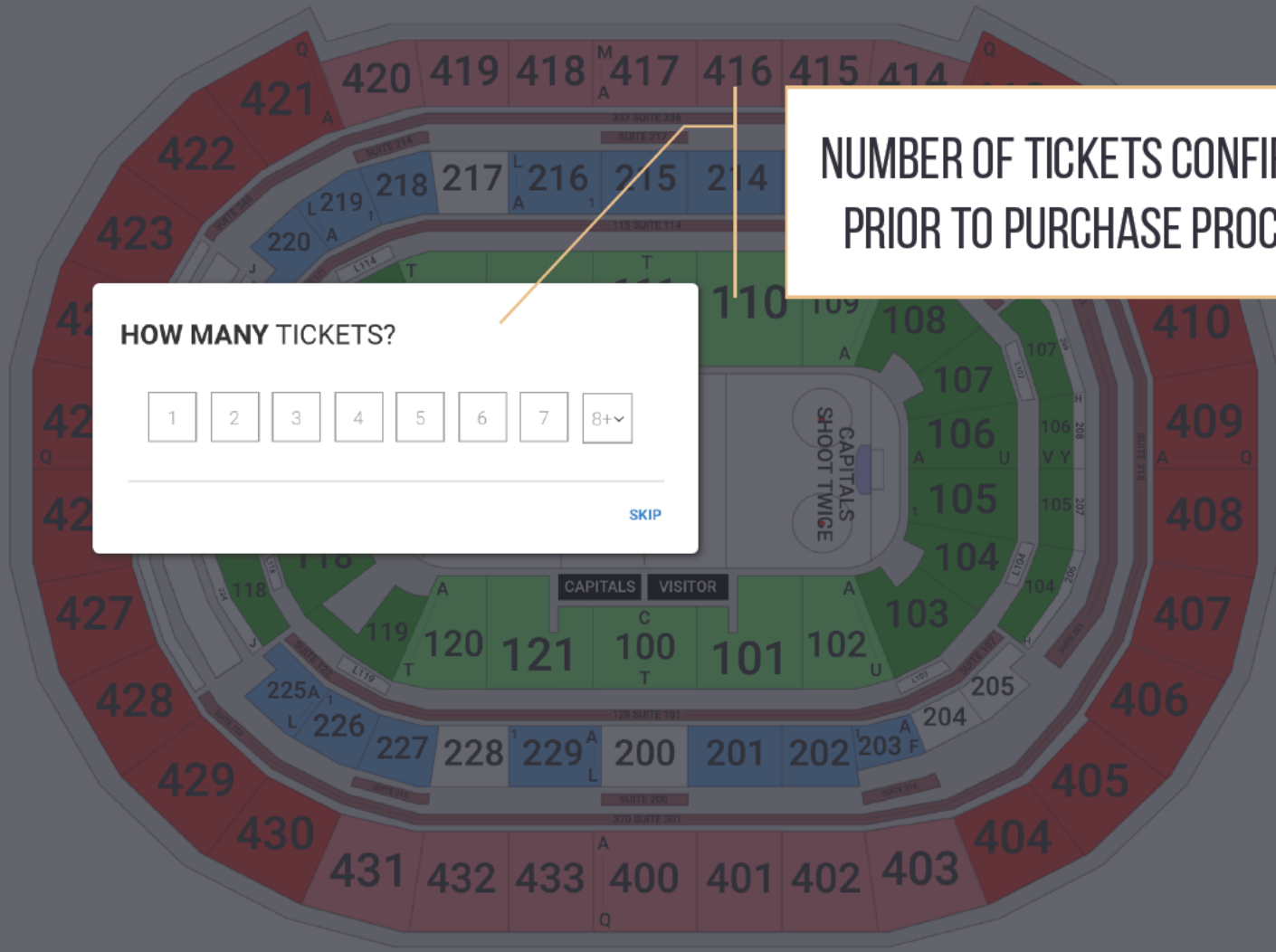
VIVIDSEATS[®]

Number of tickets Filters

Lowest Price Value Score Best Seats

APP EXCLUSIVE REWARDS
Earn up to 8% credit when you buy in-app* Start Earning

Mezzanine 430 Row P Mobile Tickets	2 - 4 Tickets	\$32 ea.	BUY
Mezzanine 406 Row J Mobile Tickets	2 Tickets	\$33 ea.	BUY
Mezzanine 406 Row J Mobile Tickets	2 Tickets	\$33 ea.	BUY
Mezzanine 405 Row L Mobile Tickets	2 Tickets	\$33 ea.	BUY
Mezzanine 405 Row M Mobile Tickets	2 - 4 Tickets	\$33 ea.	BUY
Mezzanine 411 Row J Mobile Tickets	1 - 3 Tickets	\$33 ea.	BUY
Mezzanine 407 Row J Mobile Tickets	1 - 6 Tickets	\$34 ea.	BUY
Mezzanine 414 Row L Mobile Tickets	2 - 4 Tickets	\$34 ea.	BUY
Mezzanine 432 Row P Mobile Tickets	2 Tickets	\$35 ea.	BUY



NUMBER OF TICKETS CONFIRMED
PRIOR TO PURCHASE PROCESS

HOW MANY TICKETS?

1 2 3 4 5 6 7 8+▼

SKIP

*Credit is non-transferable. Not valid for past purchases. Rewards Program Terms and Conditions and all applicable Terms of Use apply. The map may not be to scale. Report Errors



Carolina Hurricanes at Washington Capitals
 Mon. Jan 13, 2020 7:00 PM - Capital One Arena, Washington DC, DC

NOTE: Prices set by sellers, may be over face-value. Seats are together, unless noted. 100% BUYER GUARANTEE

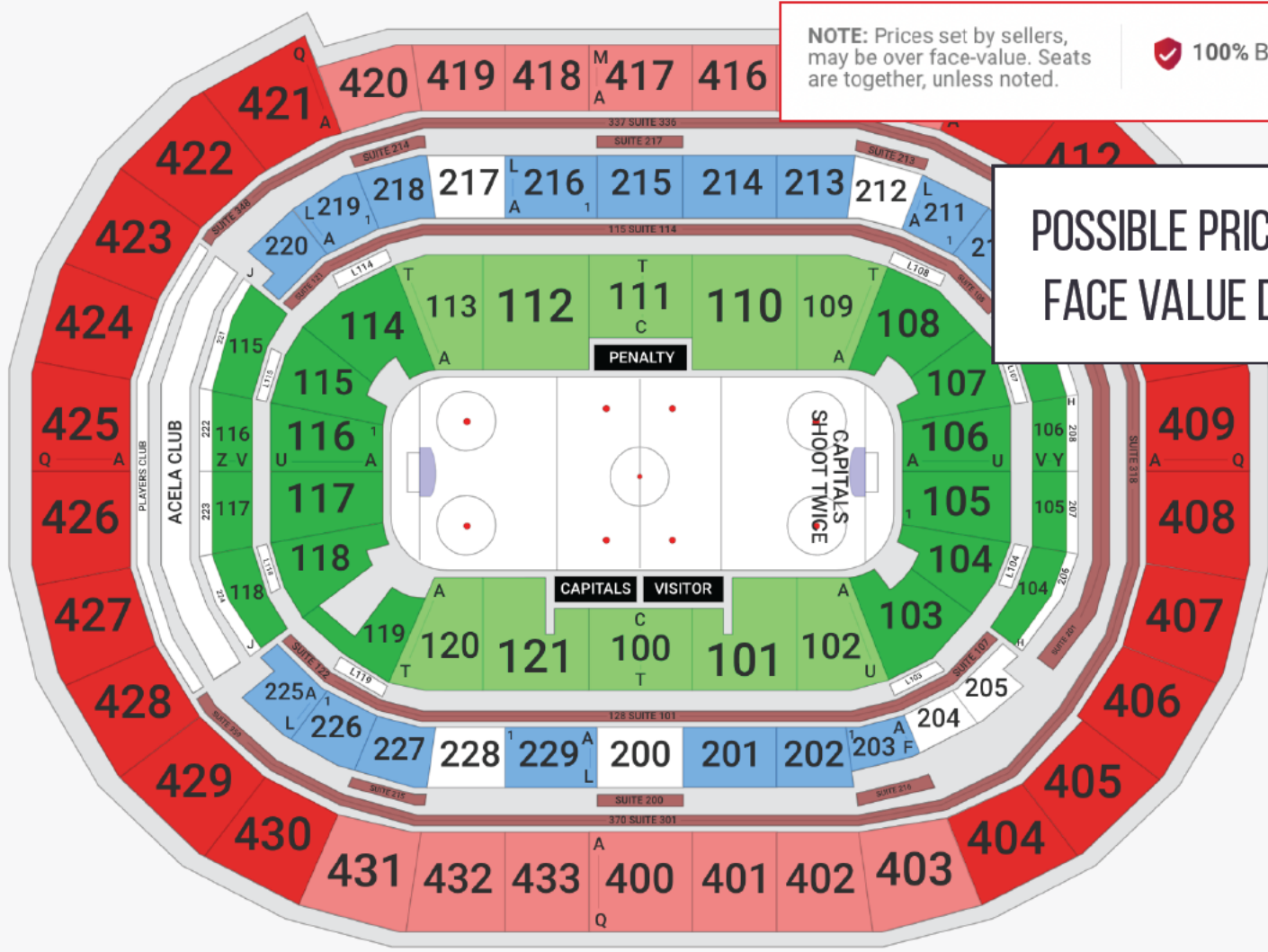
2 Tickets Filters

Lowest Price Value Score Best Seats

APP EXCLUSIVE REWARDS
 Earn up to 8% credit when you buy in-app* Start Earning

Mezzanine 430 Row P Mobile Tickets	2 - 4 Tickets	\$32 ea.	BUY
Mezzanine 406 Row J Mobile Tickets	2 Tickets	\$33 ea.	BUY
Mezzanine 406 Row J Mobile Tickets	2 Tickets	\$33 ea.	BUY
Mezzanine 405 Row L Mobile Tickets	2 Tickets	\$33 ea.	BUY
Mezzanine 405 Row M Mobile Tickets	2 - 4 Tickets	\$33 ea.	BUY
Mezzanine 407 Row J Mobile Tickets	1 - 6 Tickets	\$34 ea.	BUY
Mezzanine 414 Row L Mobile Tickets	2 - 4 Tickets	\$34 ea.	BUY
Mezzanine 432 Row P Mobile Tickets	2 Tickets	\$35 ea.	BUY
Mezzanine 421 Row F Mobile Tickets	1 - 6 Tickets	\$36	BUY

44 listings hidden. Clear filters



NOTE: Prices set by sellers, may be over face-value. Seats are together, unless noted. 100% BUYER GUARANTEE

POSSIBLE PRICING ABOVE FACE VALUE DISCLOSED

*Credit is non-transferable. Not valid for past purchases. Rewards Program Terms and Conditions and all applicable Terms of Use apply.

The map may not be to scale. Report Errors

FEEDBACK



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Carolina Hurricanes at Washington Capitals
Mon. Jan 13, 2020 7:00 PM - Capital One Arena, Washington DC, DC

NOTE: Prices set by sellers, may be over face-value. Seats are together, unless noted.

100% BUYER GUARANTEE

Back to all tickets



Lower Level 115

Row X

\$58 each

2 Tickets

Continue to Checkout

Notes

Please note that you will need to use an iOS or Android mobile device to gain entry to your event.

Mobile Tickets

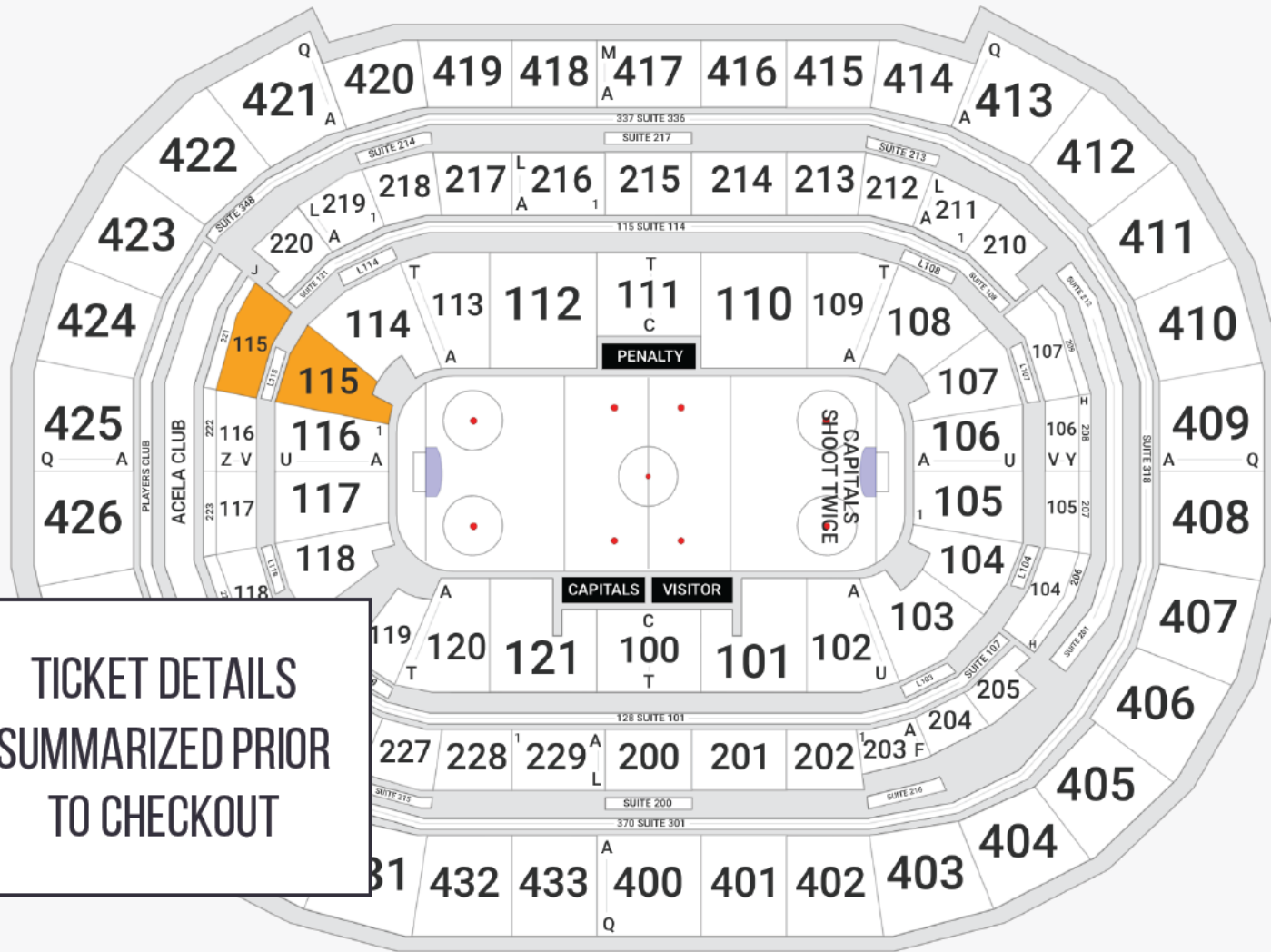
Please note that you will need to use an iOS or Android mobile device to gain entry to your event.

Buyer Guarantee

Valid tickets delivered in time for the event or your money back.

Value Score

Value Score identifies tickets with the best value for your event based on price and seat location in the venue.



TICKET DETAILS
SUMMARIZED PRIOR
TO CHECKOUT



FEEDBACK

*Credit is non-transferable. Not valid for past purchases. Rewards Program Terms and Conditions and all applicable Terms of Use apply.

The map may not be to scale. Report Errors



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1. Login or Register

2. Shipping & Delivery

3. Billing Information

4. Place Order

LOGIN TO PLACE YOUR ORDER

 Continue with Facebook

or

Email Address

- Create a new account
- Sign in to an existing account

CONTINUE

TICKET DETAILS
SUMMARIZED

ORDER SUMMARY

Carolina Hurricanes at Washington Capitals

Capital One Arena - Washington DC, DC

Monday January 13, 2020 7:00 PM

Ticket Details

Section: **Lower Level 115**

Row: **X**

Notes: Please note that you will need to use an iOS or Android mobile device to gain entry to your event.

Price: **\$58.00** each


Quantity:

 **Mobile Tickets** ▾

 **100% Buyer Guarantee** ▾

Your Information is Secure

The link between our servers and your browser is protected using SSL encryption. SSL is the industry standard encryption technology, and helps keep your information safe and secure.

Vivid Seats does not rent or sell your personal information to 3rd parties. To learn more, read our [privacy policy](#) .

1. Login or Register

2. Shipping & Delivery

3. Billing Information

4. Place Order

SHIPPING & DELIVERY

Delivery Method

Electronic Transfer

Delivery instructions and order updates will be sent to .

[How will I receive my tickets?](#)

CONTINUE

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1. Login or Register

2. Shipping & Delivery

3. Billing Information

4. Place Order

PAYMENT TYPE & BILLING

- Payment Method**
- Pay by credit card
 - Pay with Paypal
 - Pay with Paypal Credit ([See terms](#) )

Billing Address

First name

Last name

Company : Optional

Phone

Alternate phone : Optional


Street address

[Enter full address manually](#)

CONTINUE

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CHECKOUT USING
CREDIT CARD

CHECKOUT Need assistance? 866.848.8499 Live Chat Accessibility

1. Login or Register 2. Shipping & Delivery 3. Billing Information 4. Place Order

PAYMENT

Credit / Debit Card

Card Number

Expiration Security Code

Save my card details

EVENT TICKET PROTECTION

Get reimbursed 100% of your ticket cost with event ticket protection for \$15.50 total.

Yes, protect my ticket purchase for Washington Capitals. **Highly Recommended**

No, don't protect my \$157.20 ticket purchase.

CONFIRM & PLACE ORDER

By clicking "Place order", you agree to the Vivid Seats [terms of use](#) and confirm that you are aware that you may be paying above face value for your tickets. **Your credit card will be charged \$157.20. All prices in US Dollars. All sales are final.**

PLACE ORDER

ORDER SUMMARY

Carolina Hurricanes at Washington Capitals
Capital One Arena - Washington DC, DC
Monday January 13, 2020 7:00 PM

Ticket Details
Section: Lower Level 115
Row: X
Notes: Please note that you will need to use an iOS or Android mobile device to gain entry to your event.
Price: \$58.00 each
Quantity: 2

Mobile Tickets
100% Buyer Guarantee
Apply a Gift Card or Promo Code

Ticket Total	\$58.00 x 2
Service Total	\$16.85 x 2
Electronic Transfer	\$7.50
Total Charge	\$157.20

Mobile delivery by: 01/11/2020

Your information is Secure

Vivid Seats does not rent or sell your personal information to 3rd parties. To learn more, read our [privacy policy](#).

TICKET DETAILS
SUMMARIZED

ALL FEES
DISCLOSED

TOTAL CHARGE
DISCLOSED

POSSIBLE PRICING
ABOVE FACE
VALUE DISCLOSED

TOTAL CHARGE
DISCLOSED

CHECKOUT USING PAYPAL



CHECKOUT Need assistance? 866.848.8499 Live Chat Accessibility

1. Login or Register 2. Shipping & Delivery 3. Billing Information 4. Place Order

PAYMENT

PayPal Account [CUSTOMER EMAIL ADDRESS]

EVENT TICKET PROTECTION

Get reimbursed 100% of your ticket cost with event ticket protection for \$15.50 total. **Allianz**

If you can't attend an event for a number of reasons - such as covered illness, airline delays, traffic accidents, mechanical breakdowns, weather emergencies, and more - you'll get 100% of the ticket price returned to you.

Recommended, offered & sold by Allianz Global Assistance. Underwritten by Jefferson Insurance Company. Terms and exclusions (incl. for pre-existing conditions) apply. [Plan details and disclosures](#). Insurance billed separately through Allianz Global Assistance.

Yes, protect my ticket purchase for Washington Capitals. **Highly Recommended**

No, don't protect my **\$157.20** ticket purchase.

13,932 people protected their tickets in the last 7 days

CONFIRM & PLACE ORDER

By clicking "Place order", you agree to the Vivid Seats [terms of use](#) and confirm that you are aware that you may be paying above face value for your tickets. **Your PayPal account will be charged \$157.20. All prices in US Dollars. All sales are final.**

PLACE ORDER

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Carolina Hurricanes at Washington Capitals
Capital One Arena - Washington DC, DC
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 100% Buyer Guarantee

Apply a Gift Card or Promo Code

Ticket Total	\$58.00 x 2
Service Total	\$16.85 x 2
Electronic Transfer	\$7.50
Total Charge	\$157.20

Mobile delivery by: 01/11/2020

Your Information is Secure

The link between our servers and your browser is protected using SSL encryption. SSL is the industry standard encryption technology, and helps keep your information safe and secure.

Vivid Seats does not rent or sell your personal information to 3rd parties. To learn more, read our [privacy policy](#).

TICKET DETAILS
SUMMARIZED

ALL FEES
DISCLOSED

TOTAL CHARGE
DISCLOSED

POSSIBLE PRICING
ABOVE FACE
VALUE DISCLOSED

TOTAL CHARGE
DISCLOSED



EXHIBIT 2

TRAVELSMART™ APP:

Look for TravelSmart in the App Store or on Google Play

- Access your policy information on the go
- Find nearby pre-screened medical facilities
- Get help quickly with the click of a button

EVENT TICKET INSURANCE POLICY

Worry less and enjoy the journey.
Review your coverage and assistance benefits before you leave.

EMERGENCY ASSISTANCE DURING YOUR TRIP:

1-888-887-4743
(Toll-free, Domestic)

1-804-281-6708
(Collect, International)

POLICY AND CLAIMS SERVICES:

www.eventticketprotection.com

1-888-799-2832
(Toll-free, Domestic)



Allianz Global Assistance and Allianz Event Ticket Insurance branded plans are underwritten by Jefferson Insurance Company. AGA Service Company is the licensed producer for this plan

**JEFFERSON INSURANCE COMPANY
(A STOCK COMPANY)**

ABOUT THIS POLICY

This *policy* is *our* contract with *you*. Please read it carefully. *We* have tried to make it simple and easy to understand while also clearly describing the terms and conditions of *your* coverage. *We* also recognize that insurance can be confusing, so if *you* have any questions, *we* are available 24 hours a day, 365 days a year. Just visit *us* online or give *us* a call. And if *your event* arrangements change, please be sure to let *us* know so *we* can make any necessary updates to *your policy*.

This *policy* has been issued based on the information *you* provided at the time of purchase. *We* will provide the insurance described in this *policy* in return for payment of the premium and *your* compliance with all provisions of this *policy*. *You* will also notice that some words are italicized. These words are defined in the “Definitions” section. Headings are provided for convenience only and do not affect *your* coverage in any way.

WHAT THIS POLICY INCLUDES AND WHOM IT COVERS

This *event* insurance *policy* covers only the specific situations, events, and losses included in this *policy*, and only under the conditions described. For this reason, it is known as a “named perils” policy. Please review this *policy* carefully.

Your policy consists of two parts:

1. This *policy* document (including any amendments and endorsements), which describes the coverages and conditions; and
2. The Declaration of Coverage (“Declarations”), which provides the particular list of coverages, benefits, and individuals covered under *your policy*.

NOTE:

- Not every loss is covered, even if it is due to something sudden, unexpected, or out of *your* control. Only those losses meeting the conditions described in this *policy* may be covered.

OUR PROMISE TO YOU

Since *your* satisfaction is *our* priority, *we* are pleased to give *you* 15 days to review *your policy*. If, during this 15-day period, *you* are not completely satisfied for any reason, *you* may cancel *your policy* and receive a full refund. Please note that this refund is only available if the *event* has not started and if a claim has not been initiated. After this 15-day period, *your* premium is nonrefundable.

**SIGNED FOR JEFFERSON INSURANCE COMPANY
9950 MAYLAND DRIVE, RICHMOND, VIRGINIA 23233**









Mike Nelson, President



Jack Zemp, Secretary

INDIVIDUAL EVENT PROTECTION POLICY

WHAT'S INSIDE

	DEFINITIONS	3
	DESCRIPTION OF COVERAGES	5
	A. TICKET CANCELLATION COVERAGE	5
	GENERAL EXCLUSIONS	7
	PRE-EXISTING MEDICAL CONDITION EXCLUSION WAIVER	7
	WHEN YOUR COVERAGE BEGINS AND ENDS	8
	CLAIMS INFORMATION	9
	GENERAL PROVISIONS AND CONDITIONS	10

DEFINITIONS

Throughout this *policy*, words and any form of the word appearing in italics are defined in this section.

<i>Accident</i>	An unexpected and unintended event that causes <i>injury</i> , property damage, or both.
<i>Cohabitant</i>	A person <i>you</i> currently live with and have lived with for at least 12 consecutive months and who is at least 18 years old. <i>You</i> must be able to show evidence that <i>you</i> have lived together for 12 consecutive months.
<i>Covered reasons</i>	The specifically named situations or events for which <i>you</i> are covered under this <i>policy</i> .
<i>Criminal act</i>	An act that is criminally unlawful.
<i>Doctor</i>	Someone who is legally authorized to practice medicine or dentistry and is licensed if required. This cannot be <i>you</i> , an <i>event companion</i> , a <i>family member</i> , <i>event companion's family member</i> , or the sick or injured person's <i>family member</i> .
<i>Epidemic</i>	A contagious disease that spreads rapidly and widely among the population in an area and which is recognized as an epidemic by the World Health Organization (WHO) or Centers for Disease Control and Prevention (CDC).
<i>Event</i>	The scheduled activity, which requires a fee to attend, on a specific day(s) and time(s).
<i>Event companion</i>	A person who has paid the <i>event cost</i> and will attend the covered <i>event</i> with <i>you</i> .
<i>Event cost</i>	A fee, including any service, handling, and parking fees, paid to attend an <i>event</i> on a specific day and time. The <i>event cost</i> does not include promotional items and donations.
<i>Family member</i>	<p><i>Your</i>:</p> <ol style="list-style-type: none"> 1. Spouse (by marriage, domestic partnership, or civil union); 2. <i>Cohabitants</i> (defined above); 3. Parents and stepparents; 4. Children, stepchildren, foster children, adopted children, or children currently in the adoption process; 5. Siblings; 6. Grandparents and grandchildren; 7. The following in-laws: mother, father, son, daughter, brother, sister, and grandparent; 8. Aunts, uncles, nieces, and nephews; 9. Legal guardians and wards; 10. Paid, live-in caregivers; and 11. Service animals (as defined by the Americans with Disabilities Act).
<i>Financial default</i>	A complete suspension of operations due to financial circumstances whether or not a bankruptcy petition is filed.
<i>First responder</i>	Emergency personnel (such as a police officer, EMT, or firefighter) who are among those responsible for going immediately to the scene of an accident or emergency to provide aid and relief.
<i>Injury</i>	Physical bodily harm.
<i>Mechanical breakdown</i>	A mechanical issue which prevents the vehicle from being driven normally, including flat tires or running out of fuel, fluids, or power.
<i>Mental health disorder</i>	A mental or nervous health disorder, as recognized by the American Psychiatric Association, including but not limited to Alzheimer's disease, anxiety, dementia, depression, neurosis, psychosis, or any related physical symptoms.

Natural disaster	A large-scale extreme weather or environmental event that damages property, disrupts transportation or utilities, or endangers people, including without limitation: earthquake, fire, flood, hurricane, or volcanic eruption.
Policy	The <i>event</i> insurance coverage purchased. The <i>policy</i> includes this policy document, any amendments and endorsements attached to it, and the Declarations.
Pre-existing medical condition	<p>An <i>injury</i>, illness, or medical condition that, within the 120 days prior to and including the purchase date of this <i>policy</i>:</p> <ol style="list-style-type: none"> 1. Caused a person to seek medical examination, diagnosis, care, or treatment by a <i>doctor</i>; 2. Presented symptoms; or 3. Required a person to take medication prescribed by a <i>doctor</i> (unless the condition or symptoms are controlled by that prescription, and the prescription has not changed). <p>For example, a sprained knee <i>you</i> have had treated in the 120 days prior to and including the purchase date of <i>your policy</i> will be considered a <i>pre-existing medical condition</i>. If <i>you</i> later are unable to attend the <i>event</i> because, for instance, the sprained knee now requires surgery, or because <i>your</i> recovery is taking longer than expected, or for any other reason arising out of the knee sprain, this would be considered a <i>pre-existing medical condition</i>.</p>
Primary residence	<i>Your</i> permanent, fixed home address for legal and tax purposes.
Refund	Any cash, credits, recoveries, reimbursements, or vouchers <i>you</i> receive or are entitled to receive.
Ticket cost	A fee, including any service, handling, and parking fees, paid to attend an <i>event</i> on a specific day and time. The <i>ticket cost</i> does not include promotional items and donations.
Travel carrier	<p>A company licensed to commercially transport public passengers between cities for a fee by land, water, or air. It does not include:</p> <ol style="list-style-type: none"> 1. Rental vehicle companies; 2. Private, chartered, or non-commercial transportation carriers; or 3. Local, commuter, or other urban transit system carriers (such as commuter rail, city bus, subway, ferry, taxi, livery, ride sharing services, or other such carriers).
Uninhabitable	A <i>natural disaster</i> , fire, flood, burglary, or vandalism has caused enough damage (including extended loss of power, gas, or water) to make a reasonable person find a location inaccessible or unfit for use.
Urgent home repair	An immediate repair that, unless completed, is likely to result in severe damage.
We, Us, or Our	Jefferson Insurance Company and its agents.
Weather emergency	<ol style="list-style-type: none"> 1. The local government or the National Weather Service issues an advisory against travel as a result of rain, snow, wind, or extreme temperature; or 2. A state of emergency due to weather is declared by the federal, state, or local government.
You or Your	The person who has paid for the <i>event</i> and purchased the insurance.

DESCRIPTION OF COVERAGES

In this section, we will describe the types of insurance coverages which are included in *your policy*. We explain each type of coverage and the specific conditions that must be met for the coverage to apply.

A. TICKET CANCELLATION COVERAGE

If *you* do not attend *your event* for a *covered reason* listed below, we will reimburse *you* for *your* non-refundable *ticket cost* and other prepaid non-refundable costs, less available *refunds*, up to the maximum benefit for Ticket Cancellation Coverage. Please note that this coverage only applies before the start of the *event*.

Covered reasons:

1. *You* or an *event companion* becomes ill or *injured*, or develops a medical condition.

The following conditions apply:

- a. The illness, *injury*, or medical condition must be disabling enough to make a reasonable person not attend the *event*; and
- b. A *doctor* advises *you* or an *event companion* not to attend the *event* before the *event* takes place. If that isn't possible, a *doctor* must either examine or consult with *you* or the *event companion* within 72 hours of the *event* to confirm the decision not to attend.

2. A *family member* who is not attending the *event* becomes ill or *injured*, or develops a medical condition.

The following condition applies:

- a. The illness, *injury*, or medical condition must be considered life threatening by a *doctor*, require hospitalization, or require *you* to provide primary care to the person.

3. *Your*, an *event companion's*, or a *family member's* death.

4. *You* are unable to attend the *event* due to *your* pregnancy.

The following condition applies:

- a. *You* find out *you* are pregnant after *you* have purchased the *policy*.

5. *You* need to attend the birth of a *family member's* child.

6. *Your* or an *event companion's* vehicle is in a traffic *accident* or has a *mechanical breakdown* within 24 hours prior to the *event* which results in the vehicle being unable to be driven safely to the *event*.

7. *You* or an *event companion* misses *your* departure on a *travel carrier* because of a traffic *accident*.

The following conditions apply:

- a. The *travel carrier* was scheduled to arrive no more than 48 hours prior to the *event*; and
- b. The *travel carrier* was unable to accommodate *you* or an *event companion* on later transportation which would arrive in time to attend the *event*.

8. *Your* or an *event companion's* vehicle is stolen within 48 hours of the *event* which results in *your* inability to attend the *event*.

9. *You* are legally required to attend a legal proceeding on the day of the *event*.

The following condition applies:

- a. The attendance is not in the course of *your* occupation (for example, if *you* are attending in *your* capacity as an attorney, court clerk, expert witness, law enforcement officer, or other such occupation, this would not be covered).

10. *Your* or an *event companion's* primary residence is uninhabitable.

11. *You* are required to be present for an unforeseeable *urgent home repair*.

The following condition applies:

- a. The *urgent home repair* is scheduled to take place within 12 hours of the *event*.

12. *You* or an *event companion* not arriving at the venue due to a delay or cancellation by the *travel carrier* used for transportation.

The following conditions apply:

- a. The *travel carrier* was scheduled to arrive no more than 48 hours prior to the *event*;
- b. The *travel carrier* was unable to accommodate *you* or an *event companion* on later transportation which would arrive in time to attend the *event*; and
- c. The delay or cancellation was not due to *financial default* of the *travel carrier*.

13. *Your* or an *event companion's* primary residence is permanently relocated by at least 100 miles due to a transfer by *your* or an *event companion's* current employer. This coverage includes relocation due to transfer by *your* spouse's current employer.

14. *You* or an *event companion* is terminated or laid off by a current employer after *your policy's* purchase date.

The following conditions apply:

- a. The termination or layoff is not *your* or *your event companion's* fault;
- b. The employment must have been permanent (not temporary or contract); and
- c. The employment must have been for at least 12 consecutive months.

15. *You*, an *event companion*, or a *family member* serving in the U.S. Armed Forces, including reserves, is reassigned or has personal leave status changed, except because of war, the War Powers Act, or disciplinary reasons.

16. *You*, an *event companion*, or a *family member* is called as a *first responder* to provide aid or relief.

17. A *weather emergency* occurs within 24 hours of the *event*, and it is not cancelled by the venue.

18. *Your* or an *event companion's* ticket to the *event* is stolen, and the ticket cannot be reissued.

IMPORTANT: Please refer to *your* Declarations to confirm *your* applicable limit.

GENERAL EXCLUSIONS

This section describes the general exclusions applicable to all coverages under *your policy*. An “exclusion” is something that is not covered by this insurance *policy*, and therefore no reimbursement would be available.

This *policy* does not provide coverage for any loss that results directly or indirectly from any of the following general exclusions if they affect *you*, an *event companion*, or a *family member*:

1. Any loss, condition, or event that was known, foreseeable, intended, or expected when *your policy* was purchased;
2. *Pre-Existing medical conditions*, except as waived under the Pre-Existing Medical Condition Exclusion Waiver;
3. *You or your event companion*:
 - a. Make changes to personal plans; or
 - b. Have a business or contractual obligation;
4. *Your intentional self-harm* or if *you* attempt or commit suicide;
5. Normal pregnancy or childbirth, except as expressly covered under Ticket Cancellation Coverage;
6. Fertility treatments or elective abortion;
7. *A mental health disorder*;
8. Intoxication (including physical complications) resulting from alcohol or substance abuse at or beyond the legal limit as defined in the jurisdiction where the condition occurs and which is measured by a *doctor* or person in law enforcement. This exclusion does not apply to drugs prescribed by a *doctor* and used as prescribed;
9. Acts committed with the intent to cause loss;
10. A *criminal act* resulting in a conviction, except when *you*, an *event companion*, or a *family member* is the victim of such act;
11. *An epidemic*;
12. *Natural disaster*;
13. Air, water, or other pollution, or the threat of a pollutant release, including thermal, biological, and chemical pollution or contamination. The exclusion does not apply to damage that results from heat, smoke, or fumes from a hostile fire (one which becomes uncontrollable or breaks out from where it was intended);
14. Nuclear reaction, radiation, or radioactive contamination;
15. War (declared or undeclared) or acts of war;
16. Civil disorder or unrest;
17. Acts, travel alerts/bulletins, or prohibitions by any government or public authority;
18. The *event* being cancelled or delayed by the venue or promoter for any reason; or
19. Lost or stolen tickets.

This *policy* does not provide any coverage, benefit, or services for any activity that would violate any applicable law or regulation, including without limitation any economic/trade sanction or embargo.

PRE-EXISTING MEDICAL CONDITION EXCLUSION WAIVER

This Pre-Existing Medical Condition Exclusion Waiver describes the circumstances in which a *pre-existing medical condition* MAY be covered under this *policy* and NOT excluded from coverage.

Because *your policy* includes this waiver, *you* can still be covered for losses due to a *pre-existing medical condition* if *you* meet the following requirements:

- a. *Your policy* was purchased within 14 days of the *event* purchase; and
- b. *You* were medically able to attend the *event* when the *policy* was purchased.

WHEN YOUR COVERAGE BEGINS AND ENDS

You are only eligible for coverage if *we* accept *your* request for insurance. *Your policy's* Coverage Effective Date and Coverage End Date are indicated on *your* Declarations. The *policy* is effective the day both the order and full premium are received. The order and full premium must be received on or before the start of *your event*.

In order to be eligible for coverage, losses must occur while *your policy* is in effect.

Your policy will end on the earliest of:

1. The Coverage End Date listed in *your* Declarations;
2. The day *you* cancel *your policy*;
3. The day *you* cancel or interrupt and do not return to *your event*; or
4. If the *event* is rescheduled by the venue or promoter, the completion of the entire *event*.

Please note that this *policy* covers the specific *event* for which it was purchased. It cannot be renewed.

CLAIMS INFORMATION

We want this process to be as simple as possible. Before *you* file a claim, please review *your policy* details and the Declarations to ensure that *your* situation meets the criteria for a covered claim. Please note that not every loss is covered, even if it is due to something sudden, unexpected, or out of *your* control.

To File *Your* Claim Online:

- Go to www.eventticketprotection.com and click on File a Claim.
- Provide *policy* details.
- Determine which forms and documentation are required.
- File *your* claim and track *your* claim status.

Or, To File *Your* Claim by Contacting *Us* by Phone or Email

- Email: claimsinquiry@allianzassistance.com
- Toll-Free: 800.334.7525

GENERAL PROVISIONS AND CONDITIONS

In addition to the conditions, limitations, and exclusions specified above, the below general provisions and conditions apply to all coverages under *your policy*.

Proof of Loss

As with any insurance, *you* are responsible for proving *your loss*. *We* require that *you*:

1. Notify *us* of *your* claim within 90 days of the date of loss or as soon as reasonably possible (except as otherwise allowed by law). If *you* do not report *your* claim within this time, *we* will not invalidate or reduce it unless the delay impairs *our* rights;
2. Make all reasonable efforts to minimize *your* loss;
3. Provide to *us* a signed, sworn proof of loss upon *our* request;
4. Provide all requested documentation (including without limitation proof of payment for claimed losses, statements and records from treating *doctors*, and police reports);
5. Cooperate with *us* in the investigation of *your* claim; and
6. At *our* request, submit to examination under oath and/or provide a sworn affidavit.

All benefits will be paid within 30 days after receipt of complete proof of *your* loss.

Benefits Payable

All benefits are payable to the first named insured on *your* Declarations or a party *you* designate in writing. If *you* are under 18 years old, benefits are payable to *your* parent or legal guardian or a party they designate. Benefits are limited to the amount of *your* loss and are subject to the applicable limit of liability stated in the Declarations. If *you* die, benefits will be paid to *your* estate unless *you* have designated one or more beneficiaries. If *you* have named one or more beneficiaries, benefits will be paid to each named beneficiary in equal shares (unless *you* have designated otherwise). Except as described here, there are no other beneficiaries of any of the benefits under this *policy*. All dollar amounts described in this *policy* are expressed in U.S. dollars. If *you* have a loss, *you* will not be reimbursed twice for the same expense. For example, *you* cannot be reimbursed for the same expense under both Ticket Cancellation Coverage and Delay Coverage.

Changes and Cancellation

You may request changes to the *policy* by notifying *us*. *You* may request to change the Coverage End Date at any time prior to *your* Coverage End Date. All other changes to *your policy* must be requested prior to *your* original *event* date. If the change results in an increase in premium, *you* must pay the increase in premium. Any decrease in premium as a result of the change will be refunded. Any change will be effective immediately, so long as *we* have received any additional premium due. As noted above, *we* will refund *your* premium if the *policy* is canceled within 15 days of *your* original purchase, the *event* has not started, and a claim has not been initiated. After this 15-day period, *your* premium is nonrefundable.

Duplicate Coverage

If *you* are covered by another insurance policy with the same or similar coverage, *we* shall share proportionately with any similar coverage in the amount of the loss, subject to the limits of liability as stated on the Declarations.

Fraud and Misrepresentation

You are responsible for all statements or other representations *you* make. Any materially misleading or inaccurate information in any statements or representations *you* make may result in *us* cancelling *your policy* or reducing benefits, or *we* may use them to defend *our* decision about a claim.

Fraud is illegal and may subject *you* to criminal prosecution and civil penalties. *We* will deny *your* claim if *you* or someone acting on *your* behalf:

1. Makes any false statements or statements that are deliberately misleading or deceptive;
2. Conceals or misrepresents any material fact; or
3. Otherwise attempts or commits fraud.

Inquiries or Complaints

You may contact *us* at the address or telephone number below for complaint issues or coverage or premium inquiries:

Jefferson Insurance Company
9950 Mayland Drive
Richmond, VA 23233
800.284.8300

If *we* fail to provide *you* with reasonably and adequate service, *you* may contact:

Illinois Department of Insurance
Consumer Division
122 S. Michigan Ave, 19th Floor
Chicago, Illinois 60603

or

Illinois Department of Insurance
320 West Washington Street
Springfield, Illinois 62767

Medical Examinations and Autopsy

We have the right to have *you* medically examined as reasonably necessary to make a decision about *your* medical claim. If someone covered by *your policy* dies, *we* may also require an autopsy, unless the law or *your* religion forbids it. *We* will cover the cost of these medical examinations or autopsies.

Recovery

We have the right to recover any amount *you* receive from us that exceeds the total amount of *your* loss unless prohibited by law.

Upon settlement of a claim that includes tickets or passes, *we* have the right to take ownership of the applicable unused ticket(s) or pass(es). If requested, *you* agree to surrender and take any necessary actions to transfer the ticket(s) or pass(es) to *us*.

Resolving Disputes

If *you* disagree with *our* decision about a claim, *you* can request to go to arbitration. If *we* agree, *you* can submit a dispute to desk arbitration at least 60 days from the date of that decision, but not more than 10 years after the date of submission of claim.

No action may be brought against *us* unless *you* have complied with all applicable provisions of this *policy* and such action is started within 10 years of the date of the loss.

Subrogation

When someone is responsible for *your* loss, *we* have the right to recover any payments *we* have made to *you* or someone else in relation to *your* claim, as permitted by law. In such case, *we* may require any person receiving payment from *us* to assign their rights to recover such payment, including signing and providing any documents reasonably required allowing *us* to do so. Everyone eligible to receive payment for a claim submitted to *us* must cooperate with this process and must refrain from doing anything that would adversely affect *our* rights to recover payment.

Waiver or Amendment

No one has the right to describe *our policy* any differently than is described here or to change or waive any of its provisions.

VIEWER ADVANTAGE SERVICES

If *you* need assistance before, during, or after the *participant's event*, we are available 24 hours a day. With *our* global reach and multi-lingual staff, *we* are here to help *you* anytime, anywhere.

To Reach Us:

In the United States, Canada, Puerto Rico and U.S. Virgin Islands:

800.654.1908

All other locations, call:

804.281.5700

We will accept collect calls, or call *you* back.

The following are examples of assistance services *we* provide. As these are not financial benefits, payment of any costs associated with these services is *your* responsibility.

Maps and Route Suggestions

If *you* need assistance with directions or route planning, *we* can help by finding the best route or by researching alternative routes to meet *your* particular needs.

Restaurant Locator

We can help locate a local restaurant and assist with making reservations.

Hotel Locator and Reservation Assistance

If *you* need assistance finding a hotel near *your event*, *we* can help with locating nearby options and making reservations as requested.

Parking

We can assist customers with venue parking information and possible upgrade options.

Destination Information

We can provide information on *your* destination to enhance *your event* travels.

Transportation

We can assist with finding limos, buses, trains, flights, etc., to and from the *event*.

Group Concierge

If *you* need help setting up an enhanced experience for a group of individuals *we* can offer suggestions for transportation, restaurants, hotels suites, etc.

Festival Camping

We can assist with providing camping options and reservation guidance for festivals.

Weather Information

We can provide current weather information or links to weather services to help prepare for *your event*.

Service for Car Break Down

In the event of a break down, *we* can assist with arranging transportation (limo, cab, etc.) to the venue or towing of *your* vehicle.

Finding a *Doctor* or Medical Facility

If *you* need care from a *doctor* or medical facility while *you* are traveling, *we* can help *you* find one.

Replacing Lost Travel Tickets

If *your* tickets are lost or stolen, *we* can contact the airline or other common carrier, and can help *you* with *your* travel arrangements if *your event* is interrupted.

Replacing Lost Passports and Other Travel Documents

If *your* passport or other travel documents are lost or stolen, *we* can help *you* reach the appropriate authorities, contact *your* family or friends, and assist *you* in getting *your* documents replaced.

The above are examples of assistance services *we* provide. As these are not financial benefits, payment of any costs associated with these services is *your* responsibility.

We're only a click away!

Visit www.eventticketprotection.com:

- To file a claim
- To check claim status
- To modify a policy



IMPORTANT PRIVACY NOTICE

THIS NOTICE DESCRIBES HOW PERSONAL DATA AND MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN ACCESS THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

AWP USA Inc. and its subsidiaries, including Jefferson Insurance Company and AGA Service Company d/b/a Allianz Global Assistance are committed to protecting your privacy. By using our products, services or website, you consent to our collection and use of your Personal Data as described here.

Definitions. The below definitions apply to this Notice:

1. “Personal Data” means non-public personal information that identifies a specific person (“you”). Data identifies you if it includes your first and last name plus any additional data specific to you. Data that does not identify you is not Personal Data. Publicly available, encoded, anonymized, or aggregated data is not Personal Data.
2. “Sensitive Data” means Personal Data about a person’s race or ethnicity; political, religious, philosophical, ideological, or trade union memberships, opinions, views or activities; medical or health conditions or protected health information (“PHI”) as defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”); genetic or biometric data; financial account information (e.g. bank account number); government-issued ID numbers; sexuality; or social security measures or administrative or criminal proceedings and sanctions that are treated outside pending proceedings. Sensitive Data also includes information we receive from a third party who treats and notes the information as sensitive.
3. “Agent” means a third party that collects or uses Personal Data to perform tasks on our behalf, or our underwriters.
4. “We” means AWP USA Inc and its subsidiaries Jefferson Insurance Company and AGA Service Company.

Privacy Practices. This Notice describes how we collect, use, and maintain Personal Data. It also describes your and our rights.

For the Personal Data of EU and Swiss residents, we comply with the EU-U.S. Privacy Shield Framework and Swiss-U.S. Privacy Shield Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information transferred from the European Union and Switzerland to the United States, respectively (collectively, the “Privacy Shield”). We have certified to the Department of Commerce that we adhere to the Privacy Shield Principles regarding EU and Swiss Personal Data received under the Privacy Shield. If there is any conflict between the terms in this Notice and the Privacy Shield Principles, the Privacy Shield Principles shall govern in matters regarding EU and Swiss residents. To learn more about the Privacy Shield and to view our certification, visit <https://www.privacyshield.gov>.

1. **Notice:** We collect Personal Data from you, or from your agents, representatives, suppliers and providers, or other party from whom you have authorized us to collect it on your behalf. This may include:
 - (i) identifying information (e.g. name, contact information);
 - (ii) billing or payment information (e.g. credit card billing information);
 - (iii) information about your trip or event (e.g. agents, suppliers, trip plans);
 - (iv) information about your transactions or business with us or others (e.g. receipts, insurance EOBs);
 - (v) financial account information (e.g. account numbers, statements);
 - (vi) health information (e.g. treatment history, invoices);
 - (vii) information about any claim you make (e.g. details of your loss, police reports, vital records);
 - (viii) information about your website usage and activity (e.g. browser data, IP address);
 - (ix) government-issued identification numbers (e.g. social security number, driver’s license number); or
 - (x) any other information provided to us by you or on your behalf.

We may also collect Personal Data from consumer reporting agencies or fraud databases (e.g. fraud reports). This data may be collected from forms, such as enrollment or claim forms; by phone, website, email, fax, or correspondence; or via cookies.

We may use the Personal Data we collect:

- (i) to offer, market, sell, underwrite, or make available to you insurance or assistance products or services;
- (ii) to provide you with information or services for such products and services;

- (iii) to administer your insurance and assistance products and services. This may include, for example: providing travel-related or concierge services, serving and processing your policy or claims, conducting quality or satisfaction assessments, and fraud prevention;
- (iv) to protect our legal rights or to respond to lawful requests by public authorities, including to meet national security or law enforcement requirements or as otherwise required by law; or
- (v) for purposes to which you've otherwise consented.

This may in some cases include disclosing your Personal Data to Agents. But, such disclosures are only for the purposes described in this Notice, or for everyday business purposes or as required or allowed by law (e.g. to process transactions, maintain accounts, respond to court orders and legal investigations, or report to credit bureaus). These Agents may be affiliated or nonaffiliated, and may be located both inside and outside of the US. They may be financial services providers (e.g. underwriting insurers). They may also be non-financial companies (e.g. health service providers, travel service providers, the agent/agency through whom you purchased, service providers helping us with our marketing).

Should you be purchasing insurance on another's behalf, Allianz Global Assistance and the insurer may require the personal information of the insured to administer the benefits of their plan. By providing the insured's personal information at the time of purchase, you are confirming that you have obtained the insured's consent to provide this personal information to Allianz Global Assistance and the insurer.

Where we are subject to HIPAA, we must notify you of our duties and practices with respect to PHI. Except as described here or allowed or required by law, we will only use or disclose your PHI or health records with your prior express consent. Under HIPAA, we may use and disclose your PHI for one or more of the following purposes:

- (i) monitoring the health care treatment you receive (e.g. we may send or receive PHI to or from a doctor regarding your condition and treatment so we can see that your treatment is appropriate);
- (ii) payment for health services (e.g. we may use your PHI to make payments to a hospital that has treated you);
- (iii) to help run our company (e.g. we may use your PHI to conduct quality audits of the services we provided to you. However, we may not use or disclose genetic information about you for underwriting purposes); or
- (iv) for other purposes as required to administer your insurance or assistance product (e.g. we may use PHI to determine coverage for a claim made under an insurance policy).

We may also in some cases need to use or disclose your PHI for one or more of the following purposes:

- (i) for public health and safety issues;
- (ii) to comply with legal or regulatory requirements;
- (iii) to address or comply with workers' compensation, law enforcement, or other legal or government mandates or requests; or
- (iv) to respond to lawsuits or legal actions.

Cookies are text files on your computer. When you access our website, we use cookies to collect data about your web usage. We also use Google, Inc.'s Google Analytics and AdWords services, iAdvize's chat and monitoring service, and other similar third party vendor services. These services use cookies to transmit your IP address and other website navigation and usage data and device/browser-generated data. iAdvize also uses JavaScript to provide its chat and monitoring services. These vendors may provide this data to us or store and/or aggregate this data to analyze such usage and create reports for us. We, our affiliates and our Agents use such data and reports for our own business purposes (e.g. to provide customer service, to optimize the content you see from us, website improvement, other purposes stated in this notice, etc.) and Payment Card Industry Data Security Standard ("PCI") compliance. These vendors also display our ads on sites across the Internet, and they may use this data to later display ads to you based on your website usage. By using our website, you consent to this use of cookies and data for these purposes. You can refuse cookies by disabling them in your browser (this may affect the content available to you). Our websites do not respond to "Do Not Track" requests from browsers.

Last, we may use and disclose the name, email address, or contact information of current and former customers to Agents for marketing administration purposes. For example, we may need to disclose the email address you provided to us to an Agent providing marketing services on our behalf to help ensure that your opt out choices are respected and that you do not receive duplicate communications.

Upon notification and consent your personal data may be used for other reasons. That notice will state the purpose for collecting and using the data, the types of non-Agent third parties to which we disclose the data, and the means we offer you to limit this. If we receive Personal Data from anyone in the EU or Switzerland, we'll treat

that data according to the instructions such entity gives us regarding notices it provided and the choices made by the data subject.

2. Choice. We reserve the right to disclose Personal Data to third parties as described above. The law in some jurisdictions allows you the right to choose in some cases to opt out of us sharing your Personal Data with a third party or using it for purposes described or that is materially different from the purposes for which it was originally collected or which you later authorize. You may exercise this right by notifying the Privacy Officer at the information provided below. You may opt out of getting non-essential marketing communications from us by giving notice as described below and disabling cookies in your web browser. Except as required or allowed by law (e.g. for fraud prevention), we do not share, sell or otherwise disclose your Personal Data to non-Agent third parties or use it for any purpose other than for which it was originally collected or as you later authorize. If we ever wish to do so, we will give you the opportunity to opt out. If we wish to disclose your Sensitive Data to a non-Agent third party or use such data for a purpose other than for which it was originally collected or as you later authorize, we will only do so with your express consent. We will not unfairly discriminate against you for declining to provide this consent.

Except as allowed by law, we will not use or disclose psychotherapy notes, use or disclose your PHI for marketing purposes, or use or disclose your PHI in a way that would constitute a sale of PHI under HIPAA unless you expressly authorize us to do so. You may revoke this consent at any time. Such revocation will not apply to actions we have already taken based on that consent. You may request restrictions on our use and disclosure of certain health information for treatment, payment, or our operations. However, we are not required to agree to your request, except as required by HIPAA.

We may need to disclose Personal or Sensitive Data if we have a good-faith belief that it is needed to protect or defend our or your rights, interests or property or comply with any law or legal mandate, or if it is otherwise required or allowed by law. We will take reasonable care to disclose only as much of such data as is needed.

3. Accountability for Onward Transfer. We may disclose your Personal Data to our Agents, but only for the limited and specified purposes described here, consistent with the consent you have provided. We will take reasonable and appropriate steps to obtain assurances from our Agents that they will effectively process and safeguard your Personal Data consistent with our obligations under this Notice and the Privacy Shield (EU and Swiss residents only). Upon discovery, we will take reasonable steps to stop and remediate any unauthorized processing inconsistent with this Notice or the Privacy Shield (EU and Swiss residents only). With respect to EU or Swiss Personal Data we receive under the Privacy Shield and later transfer to an Agent, we are responsible for the processing of such data by that Agent. If such data is processed by that Agent in a manner inconsistent with the Privacy Shield Principles, we are liable unless it can be proved that we are not responsible for the event giving rise to any damages.

Our Binding Corporate Rules related to data transfers may be viewed here: <https://www.allianz-partners.com/allianz-partners---binding-corporate-rules-.html>.

4. Security. We take reasonable and appropriate measures to protect your data from loss, misuse, or unauthorized access, disclosure, alteration and destruction. These measures take into account the risks involved in the processing and the nature of the Personal Data. To help maintain the security of your data, we use administrative, physical, and technical safeguards. These include utilizing policies to take reasonable precautions to (a) securely and confidentially maintain your Personal Data; (b) assess and protect against threats and hazards to the security or integrity of such data; and (c) prevent unauthorized access to or use of such data. Also, except where required or allowed by law, we limit use of your Personal Data to the minimum necessary to accomplish the purposes for which that data was collected and to be used as described here. We restrict access to your Personal Data to only those who need to access it to accomplish those purposes. We use encryption to make your online transaction with us safe and secure. We protect the privacy of your credit card information with a high degree of care and in compliance with PCI. We are required by law to maintain the privacy and security of your PHI. If there is a breach as defined under HIPAA of your unsecured PHI, we are required by law to notify you.
5. Data Integrity. We will only collect Personal Data to the extent it is relevant to the purposes for which it was collected. We will not process Personal Data in a way that is incompatible with the purposes for which it has been collected or as you later authorize. To help maintain the integrity of your data, we will take reasonable steps to ensure that Personal Data is reliable for its intended use, relevant, accurate, complete, and current. We will adhere to these principles for as long as we retain this data. We retain Personal Data according to our data retention policy.

6. **Access.** If you discover the data we hold about you is inaccurate or incomplete, please contact us. We will grant you reasonable access to the Personal Data we hold about you. We will take reasonable steps to allow you to correct, amend or delete your Personal Data that is inaccurate or incomplete, or has been processed in violation of this Notice, so long as it can be done without undue burden or expense on us, without breaching any legal or professional privilege or obligation, and without violating the rights of others. Where we are subject to HIPAA, you have the right to request to receive confidential communications of your PHI, as applicable. In accordance with and as allowed by HIPAA, at your request, you may inspect, amend, and copy PHI we maintain about you and receive an accounting of certain disclosures of your PHI (e.g. health payment records).
7. **Recourse, Enforcement, Liability.** You can send complaints about how we handle your Personal Data to us at the contact information below. If the data is PHI, complaints can be made to us or to the U.S. Secretary of Health and Human Services. We will not retaliate against you for filing a complaint. For EU and Swiss Personal Data, we verify our compliance with the Privacy Shield and the terms of this Notice by conducting a periodic self-assessment. Complaints or disputes about how we handle EU or Swiss Personal Data should be directed to the below address. We will promptly investigate and try to resolve any such complaints or disputes internally. But, if we can't reach a mutually agreeable resolution, we have agreed to cooperate with the dispute resolution procedures administered by, as applicable, the European Data Protection Authorities or the Swiss Federal Data Protection and Information Commissioner. Under certain conditions, by notifying us, you may invoke binding arbitration regarding certain "residual" claims about EU or Swiss Personal Data before a Privacy Shield Panel. Such procedure is in accordance with the rules established under the Privacy Shield. We are subject to the investigatory and enforcement powers of the FTC for EU and Swiss Personal Data.

Links. Our websites provide links (including social media plugins ("Plugins")) that connect to third party websites. Clicking such link establishes a connection and transmits data to/from the operator of such website. Clicking a Plugin while logged in to a social media account may cause the social media website's operator to publish activity to your account. To avoid this, log out of your account before clicking the Plugin link. We are not responsible for and make no representations about the content, security, or privacy practices of any other third party websites. You should read the privacy notices of the websites you visit to understand their data privacy practices.

Changes to Notice. This Notice reflects our business practices. It is not a contract. However, we are required to and will abide by the terms of this Notice as currently in effect. We may amend this Notice at any time. We will notify you of any updates by posting a revised notice on our website. The revised notice will apply to all information collected by us, including previously collected information (for EU or Swiss residents, this applies to the extent permissible under the Privacy Shield). You accept the revised notice by your continued use of our website, products or services following any such amendment. If we revise this Notice in a way that would allow us to disclose your Personal Data to a nonaffiliated third party other than as already described here, we will provide you with a revised notice and give you the opportunity to opt out of any such disclosure. You are responsible to regularly review this Notice. You have the right to a paper copy of this Notice upon request.

Contact. If you have any questions or comments about this Notice or the way that we collect or handle your Personal Data, or if you would like a paper copy of this Notice, please contact our Chief Privacy Officer by any of:

Email: privacy@allianzassistance.com
Phone: 1-800-284-8300
Mail: Allianz Global Assistance
ATTN: Chief Privacy Officer
9950 Mayland Drive
Richmond, VA 23233

Opt Out. To opt out of non-essential marketing communications or non-essential unaffiliated third party information sharing, please contact our Chief Privacy Officer as noted above with your name, policy number. Please include a statement that says "Opt out" (or something similar). Opt outs will be applied to all products and services we provide. We will not unfairly discriminate against any person who chooses to opt out.

Electronic Notices. Unless you chose to receive them by US mail at the time of purchase, by purchasing your policy, you consent to receive all notices and documents from us electronically. They will be sent to the email address provided at the time of purchase. You may opt to receive notices and documents from us by mail at any time. If you wish to change or update your notice/documents preferences, email us at customerservice@allianzassistance.com. Please include your name, policy number, and a note that says "Only contact me by mail" (or something similar). You can also let us know by phone at 800-284-8300 or by mail to:

Allianz Global Assistance
ATTN: Customer Service – Only contact me by mail
9950 Mayland Drive
Richmond, VA 23233

If you don't provide an email address at purchase, you'll receive notices and documents by mail. You may request paper copies of any electronic information we send, or update your electronic contact information at any time by emailing or mailing us at the above address, or by calling us. Documents sent to you from us will be in either PDF or HTML format. If you can't receive or read the documents we send you, please contact us so we can assist you.

Effective Date. This Notice was last revised on, and is effective as of, May 22, 2018.

EXHIBIT 3

DON'T FORGET TO TAKE THIS DOCUMENT WITH YOU!

Allianz Event Ticket Insurance

Individual Event Ticket Policy

FOR SERVICE, VISIT OR CALL:

www.EventTicketProtection.com

1-888-799-2832

FOR EMERGENCY ASSISTANCE

DURING YOUR EVENT CALL:

1-888-887-4743

(From U.S.)

1-804-281-6708

(Collect)

Global Assistance

Allianz 

Jefferson
Insurance Company™

Allianz Global Assistance and Allianz Event Ticket Insurance branded plans are underwritten by Jefferson Insurance Company. AGA Service Company is the licensed producer for this plan.

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EP_101_01_P_V3

INSURING CLAUSE

Jefferson Insurance Company, herein referred to as the Company, will pay **you** the insurance benefits described in this policy. This policy and attached endorsement or riders, if any, are issued in consideration of payment of the initial premium. Please refer to the accompanying Declaration of Coverage. It provides **you** with specific information about the plan **you** purchased. Please contact **us** immediately if **you** believe that the Declaration of Coverage is incorrect.

RENEWAL CONDITIONS

This policy is issued for a single term, as stated in the Declaration of Coverage, and is non-renewable.

FREE LOOK

Within 10 days of purchasing the plan, **you** may request a full refund of premium from **us** provided **you** have not already used **your ticket** or filed a claim. No refunds shall be paid to **you** after 10 days of purchasing the plan.

PLEASE READ THIS POLICY CAREFULLY FOR FULL DETAILS.

This policy is a legal contract. The entire contract consists of this policy; any endorsements or riders attached to it; and the Declaration of Coverage. Bolded words are defined terms. Please see the Definitions section.

This product does not provide any cover, benefit, or services for any business or activity to the extent that such cover, benefit, or services, or the underlying business or activity would: (1) violate any applicable local, state, or federal law or regulation, including without limitation any economic or trade sanction or embargo; or (2) violate any applicable local, state, or federal law or regulation of the locality in which the coverage, benefit, or services are provided or the underlying business or activity takes place; or (3) be provided within, or otherwise related to, any country subject to comprehensive economic and/or trade sanction or embargo in the United States.

Signed for Jefferson Insurance Company,
9950 Mayland Drive, Richmond, Virginia 23233



Mike Nelson, President



Jack Zemp, Secretary

TABLE OF CONTENTS

Part I.	Effective Date	3
Part II.	Termination Date	3
Part III.	Description of Benefits.....	3
Part IV.	General Exclusions	6
Part V.	General Provisions	7
Part VI.	Claims Filing Procedures	7
Part VII.	Definitions	8

Part I. EFFECTIVE DATE

Coverage begins the day **your** request is received, provided that all applicable premium has been paid. **We** reserve the right to reject any requests.

Part II. TERMINATION DATE

Coverage ends upon completion of the entire **event**, when a loss occurs that requires cancellation of the entire **event** or when a loss for interruption occurs after the **event** has begun and continuing through the remaining portion of the event, whichever is earliest.

Part III. DESCRIPTION OF BENEFITS (what is covered)

The following insurance benefits are designed to protect against situations or losses that result from sudden and unexpected conditions or occurrences. The benefits do not cover reasonably foreseeable conditions or occurrences on the date of purchase of this policy.

A. TICKET CANCELLATION PROTECTION

What is Covered

Ticket Cancellation Protection reimburses **you** if **you** are unable to use **your ticket** due to one or more of the following covered reasons.

1. **You** will be attending an **immediate family member's** childbirth at the time the **event** is scheduled to take place as long as the pregnancy occurs after the effective date of coverage.
2. **You** or a **companion** not arriving at the venue due to a delay by the **travel carrier** used for transportation.
3. **Your** death.
4. The death of a **family member** on or within 30 days prior to the **event** date.
5. The death of a **companion** on or within 30 days prior to the **event** date.
6. **You** or **your** spouse are permanently relocated by **your** or **your** spouse's current employer to a location that is at least 100 miles from **your** primary residence.
7. **You** or a **companion**, after having been with the same employer for at least 12 continuous months, are terminated or laid off, through no fault of **your** or a **companion's** own, after the effective date of coverage.
8. **Your** home being made **uninhabitable** by fire, flood, burglary, vandalism, or natural disasters. This benefit applies only for the time that **your** home is actively undergoing the repair process.
9. **You** are unable to attend the **event** due to a **weather emergency** within 24 hours of the **event** and the **event** is not cancelled by the venue.
10. Any serious **injury** or any unforeseeable serious **illness** occurring to **you** or a **companion** which results in **you** or a **companion** being unable to attend the **event** for which the **ticket** is purchased. **You** or the **companion** must be examined by a **physician** within 72 hours of the cancellation and the **physician** must advise **you** or the **companion** not to attend the **event**.
11. Any serious **injury** or any unforeseeable serious **illness** occurring to **your immediate family member** that is considered life threatening or requiring hospitalization or which requires **you** to provide primary care to that person. **Your immediate family member** must be examined by a **physician** within 72 hours of the cancellation.
12. **You** being required to serve on a jury or served with a court order or subpoena which requires **your** appearance in court on the day of the **event**, and which prevents **you** from attending the **event**. This covered reason does not apply if **you** are a legal professional acting in the capacity of that profession.
13. **Your** or a **companion's** automobile having a **mechanical breakdown** within 24 hours of the **event** which results in the vehicle being unable to be driven to the **event**.

14. **You**, a **companion**, or an **immediate family member**, who are on **active military duty**, having personal leave status changed, except for disciplinary reasons, which prevents **you** from attending the **event**.
15. **Your** pregnancy, as long as the pregnancy occurs after the effective date of coverage, which can be verified by medical records and **your physician** advises **you** not to attend the **event** for which the **ticket** was purchased.
16. **You** or a **companion's tickets** being stolen, provided that the venue or promoter cannot reissue stolen **tickets**.
17. Theft of **your** automobile within 48 hours of the **event** that results in **your** inability to attend the **event**.
18. **You** are unable to attend the **event** because an unforeseeable **urgent home repair** is scheduled to occur within 12 hours of the **event** and **you** are required to be present during the repair.
19. **You** or a **companion** being directly involved in a traffic accident on the day of the **event** that causes damage to **your** or a **companion's** vehicle which creates an immediate need for repair to ensure the safe operation of the vehicle.
20. **You** or a **companion** being directly or indirectly involved in a traffic accident en route to a departure on a **travel carrier** resulting in **you** or **companion** missing transportation to the **event**, provided that the transportation was scheduled to depart no more than 48 hours prior to the **event**, and the **travel carrier** was unable to accommodate **you** or a **companion** on later transportation which would arrive in time to attend the **event**.

What the Company will Pay

The Company will pay the non-refundable **ticket** cost, less any **refunds**, up to the limits specified on **your** Declaration of Coverage.

B. TICKET INTERRUPTION PROTECTION

What is Covered

Ticket Interruption Protection reimburses **you** if **you** are forced to leave an **event**, prior to the conclusion, due to one or more of the following covered reasons. The covered reason must occur after the start of the **event** in which **you** are attending and **you** must leave the **event**.

1. **Your** death.
2. The death of a **family member**.
3. The death of a **companion**.
4. Any serious **injury** or any unforeseen serious **illness** occurring to **you** or a **companion**. **You** or a **companion** must seek medical treatment within two hours of leaving the venue.
5. Any serious **injury** or any unforeseen serious **illness** occurring to **your immediate family member** that requires hospitalization. **Your immediate family member** must be examined by a **physician** within 2 hours of the interruption.
6. A fire or burglary at **your** or a **companion's** home.
7. A fire or burglary at **your** or a **companion's** place of work.

What the Company will Pay

The Company will pay one half of the non-refundable **ticket** cost, less any **refunds**, up to the limits specified on **your** Declaration of Coverage.

C. LOST OR STOLEN TICKET REPLACEMENT FEE COVERAGE

Lost or Stolen Ticket Replacement Fee Coverage reimburses **you** up to the maximum amount shown on the Declaration of Coverage for penalties or fees charged for reissuing a lost or stolen **ticket**. Any penalties or additional **ticket** costs charged for changes in **ticket** dates or upgrades are not covered.

D. CHANGE FEE COVERAGE

Some venues permit **you** to change the date of **your ticket**. If **you** change the date of the **ticket** for a covered reason listed above, **we** will reimburse **you**, up to the maximum shown on the Declaration of Coverage for the change fee imposed by the venue.

E. WEATHER INCONVENIENCE COVERAGE

Weather Inconvenience Coverage pays a one-time cash benefit if the **event you** are attending is suspended after the start of the **event** for two or more hours as a result of bad weather.

Condition:

You can only make a claim under this benefit or Ticket Interruption, but not both.

What the Company will Pay

The Company will pay up to the limits specified on the Declaration of Coverage.

F. EVENT DELAY COVERAGE

Event Delay Coverage reimburses **you** for reasonable expenses for lodging and meals **you** incur if the start of the **event** is delayed at least 12 hours to the next calendar day.

Conditions:

- 1. the reservation for the lodging must be made after the **event** has been postponed; and
- 2. **you** can only make a claim under this benefit or Ticket Cancellation, but not both.

What the Company will Pay

The Company will pay up to the limits specified on the Declaration of Coverage.

G. LOST, DAMAGED OR STOLEN SPORTING EQUIPMENT COVERAGE

Lost, Damaged or Stolen Sporting Equipment Coverage reimburses **you**, less any compensation received from a **travel carrier**, if **your** sporting equipment is lost or damaged by a **travel carrier** or stolen while **you** are traveling.

Specific requirements: (all must be met)

- 1. **you** take reasonable steps to keep **your** equipment safe and intact, and to recover it; and
- 2. **you** file a report giving a description of the property and its value with the appropriate local authorities or **travel carrier** within 24 hours of the loss or as soon as reasonably possible.

Please refer to **your** Declaration of Coverage to confirm **your** coverage and limits in **your** plan.

Repair or reimbursement: (whichever is less)

- 1. the cost to repair a damaged item; or
- 2. a portion of the original cost, based on the age of the item:

12 months old or less	90%
13-24 months old	50%
25-48 months old	25%
More than 48 months old	no benefit

Part IV. GENERAL EXCLUSIONS

No coverage is provided for any loss arising directly or indirectly out of or as a result of the following:

1. **existing medical conditions**;
2. intentionally self-inflicted harm, suicide or attempted suicide by **you**;
3. normal pregnancy (unless specifically covered), fertility treatments, childbirth or elective abortion, other than unforeseen complications of pregnancy of **you, your companion or your family member**;
4. mental or nervous health disorders, including but not limited to: Alzheimer's, anxiety, dementia, depression, neurosis or psychosis; or physical complications related thereto of **you, your companion or your family member**;
5. alcohol or substance abuse; or conditions or physical complications related thereto of **you, your companion or your family member**;
6. war (whether declared or undeclared), acts of war, military duty (unless specifically covered), civil disorder, or unrest;
7. operating or learning to operate any aircraft as pilot or crew;
8. nuclear reaction, radiation or radioactive contamination;
9. natural disasters (unless specifically covered);
10. **terrorist acts**;
11. **financial default**;
12. **epidemic or pandemic**;
13. pollution or threat of pollutant release;
14. any unlawful acts committed by **you, your companion or your family member**, whether they are insured or not;
15. **you, your companion**:
 - a. making changes to personal plans; or
 - b. having a business or contractual obligation (unless specifically covered).
16. the **event** being cancelled or delayed by the venue or promoter for any reason (including bad weather) unless as covered herein;
17. prohibition or regulation by any government;
18. lost or stolen **tickets** (unless specifically covered); or
19. any expected or foreseeable occurrences.

This plan does not cover **you**:

1. if **you** give incorrect data or facts; or
2. if the loss is not submitted to **us** within 90 days from the date of loss, except as otherwise prohibited by law.

Coverage for Existing Medical Conditions

If **you** have purchased a plan where **existing medical conditions** are waived, **we** will cover claims due to **existing medical conditions** provided:

1. the insurance was purchased within 14 calendar days of the **ticket** purchase;
2. the amount of coverage purchased equals the **ticket** cost;
3. on the date of purchase of insurance, **you** were medically able to use the **tickets** and **you** had not filed a claim for Ticket Cancellation due to an **existing medical condition** within 120 days prior to the purchase of insurance; and
4. the **ticket** cost is less than \$10,000 USD.

If **you** do not meet the above criteria, **you** may still be covered for Ticket Cancellation or Ticket Interruption caused by reasons other than those related to the **existing medical condition**.

Part V. GENERAL PROVISIONS

1. All suits, actions or legal proceedings arising from the plans, benefits, or services provided through the plans may be submitted, upon mutual agreement, to non-binding desk arbitration in accordance with the rules then applying to the American Arbitration Association. Such request must be voluntary and by mutual agreement. No demand for arbitration can be brought to recover benefits until 60 days have elapsed following submission of **your** entire claim to **us**. No action in any form can be brought after three years from the date **your** claim was submitted to **us**.
2. No agent or other person has authority to accept or make representations of information or alter, modify or waive any of the provisions of this policy.
3. Claims must be submitted to **us** within 90 days from date of loss, except as otherwise prohibited by law.
4. In the **event** that **you** are covered under another policy issued by the Company that provides the same or similar coverage, the Company will adjust **your** claim by applying terms and conditions from the coverage that pays the most. Any premium paid for duplicate coverage will be refunded.
5. All benefits payable will be paid to **you** or, if applicable, to **your** estate.
6. Misrepresentations and Fraud: Coverage shall be void if, whether before or after a loss, the insured has concealed or misrepresented any material fact or circumstance concerning this policy or the subject thereof, or the interest of the insured therein, or if the insured commits fraud or false swearing in connection with any of the foregoing.
7. **You** have a duty to make all reasonable efforts to minimize losses from any insured benefit or covered service.

Assignment: **You** may assign **your** interest under the policy by giving **us** written notice of such assignment. The assignment will not be effective until **we** receive the written notice. **We** do not assume any responsibility for the validity of any assignment.

Our Right to Recover Payment:

1. If **we** make a payment to **you** and/or any other person under this policy, and the person to or for whom payment was made has a right to recover damages from another, **we** shall be subrogated to that right. That person shall do:
 - a. whatever is necessary (including but not limited to signing any papers) to transfer any right to recovery to **us** and to enable **us** to exercise **our** rights; and
 - b. nothing after loss to prejudice or adversely affect **our** rights.
2. If **we** make a payment under this policy and the person to whom payment is made recovers damages from another, that person shall:
 - a. hold in trust for **us** the proceeds of the recovery; and
 - b. reimburse **us** to the extent of **our** payment.
3. Upon settlement of a claim, **you** give up all rights to any unused portion of the **ticket**. **We** have the right to take ownership of the unused **ticket** and if requested **you** agree to surrender the **ticket** to **us** or to take the necessary actions to transfer this right to **us**.

Part VI. CLAIM FILING PROCEDURES

Claim Filing

1. **You** have 72 hours from a loss occurring to report a claim or as soon as reasonably possible.
2. Contact the claims center at 1-888-799-2832.
3. **You** have 90 days from the date of **our** request to provide any requested proof of loss.

Payment of Claims

All claims shall be made in US Dollars.

Part VII. DEFINITIONS

Active military duty means currently serving in the United States Armed Forces on a full-time basis.

Companion means a person who:

1. possesses a **ticket** to the same **event(s)** or venue as **you**; and
2. intends to use the **ticket** with **you**.

Coverage period means the time during which benefits are payable, beginning on the Effective Date and ending on the Termination Date.

Epidemic means a fast-spreading, contagious, or infectious disease or **illness**, occurring in a designated place and time, as documented by a recognized public health authority.

Event means a scheduled activity, which requires a fee to attend, on a specific day(s) and time(s).

Existing medical condition means:

1. any **injury** occurring prior to and including the effective date of this policy; and
2. any **illness** occurring during the 120 days prior to and including the Effective Date of this insurance which:
 - a. required medical examination or treatment by a **physician** or presented symptoms that would cause a reasonable person to seek diagnosis, care or treatment; and
 - b. required taking prescribed drugs or medicine unless the **illness** remains controlled without any change in the required prescription.

Family member means **your immediate family member**; in-laws (son, daughter, brother or sister); aunt; uncle; niece; nephew; or an employed caregiver who lives with **you**.

Financial default means a complete suspension of operations due to financial circumstances whether or not a bankruptcy petition is filed.

Illness means a sickness, infirmity or disease that causes a loss that begins during a **coverage period** and is not an **existing medical condition**.

Immediate family member means **your** spouse (by marriage, common-law, or civil union) or **your** domestic partner; parent; child(ren), including children who are, or are in the process of becoming adopted; siblings; grandparent or grandchild(ren); stepparent; stepchild; stepsibling; legal guardian; ward; or in-laws (father or mother).

Injury means bodily harm caused directly by an accident sustained during the **coverage period**, independent of all other causes.

Mechanical breakdown means a mechanical issue which prevents the vehicle from being driven. **Mechanical breakdown** does not include running out of gas or failure to perform routine maintenance.

Pandemic means an **epidemic** that has affected an unusually large number of people or involves an extensive geographic area.

Physician means a person who is licensed and legally entitled to practice medicine in the applicable field for which services are delivered. A **physician** may not be **you**, a **companion**, or a **family member**.

Refund means any cash, credits, recoveries, reimbursements, or vouchers **you** receive or are entitled to receive.

Terrorist act means the unsanctioned and illegal use of force which causes destruction of property, **injury**, or death by an individual or group for the express or implied purpose of achieving a political, ethnic, or religious goal, as recognized by the U.S. State Department. **Terrorist acts** do not include general civil protest, unrest, rioting, or an act of war.

Ticket means a fee, including any service, handling, and parking fees, paid at the time of the original **event** purchase to attend an **event** on a specific day and time. A **ticket** does not include promotional items and donations.

Travel carrier means a company licensed to commercially transport public passengers between cities for a fee by land, water, or air. It does not include:

1. rental vehicle companies;
2. private, chartered, or non-commercial transportation carriers; or
3. local, commuter, or other urban transit system carriers (such as commuter rail, city bus, subway, ferry, taxi, livery, or other such carriers).

Uninhabitable means a natural disaster, fire, flood, burglary or vandalism causes enough damage to make a reasonable person find their home or other accommodation unfit for use.

Urgent home repair means an immediate repair that, unless completed, is likely to result in severe damage.

We, Us or Our means Jefferson Insurance Company and its agents.

Weather emergency means:

1. the local government or the National Weather Service issues an advisory against travel as a result of rain, snow or wind; or
2. a "state of emergency" due to weather is declared by the federal, state or local government.

You or Your means the person who has paid for the **event**, purchased the insurance, and will be participating in the **event**.

VIEWER ADVANTAGE SERVICES

Before, during, and after your event, we can help make your event more memorable. Please contact us for:

Maps and Route Suggestions

If you should need assistance with directions or route planning, we can help by finding the best route or by researching alternative routes to meet your particular needs.

Restaurant Locator

We can help locate a local restaurant before or after your event and assist with making reservations.

Hotel Locator and Reservation Assistance

If you need assistance finding a hotel near your event, we can help with locating nearby options and making reservations as requested.

Parking

We can assist customers with venue parking information and possible upgrade options.

Destination Information

We can provide information on your destination to enhance your event travels.

Transportation

We can assist with finding limos, buses, trains, flights, etc., to and from the event.

Group Concierge

If you need help setting up an enhanced experience for a group of individuals we can offer suggestions for transportation, restaurants, hotels suites, etc.

Festival Camping

We can assist with providing camping options and reservation guidance for festivals.

Weather Information

We can provide current weather information or links to weather services to help prepare for your event.

Service for Car Break Down

In the event of a break down, we can assist with arranging transportation (limo, cab, etc.) to the venue or towing of your vehicle.

Medical Assistance

Finding a doctor, dentist or medical facility

If you need care from a doctor, dentist or medical facility while you're traveling, we can help you find one.

Travel and Documentation Assistance

Replacing lost travel tickets

If your tickets are lost or stolen, we can contact the airline or other common carrier, and can help you with your travel arrangements if your trip is interrupted.

Replacing lost passports and other travel documents

If your passport or other travel documents are lost or stolen, we can help you reach the appropriate authorities, contact your family or friends, and assist you in getting your documents replaced.

All of our concierge benefits are service benefits, not financial benefits. Any costs associated with the services are paid by you.

HELP WHILE TRAVELING

If you need help while traveling, our assistance team is available 24 hours a day.

Our services are here to help make challenging situations a little easier. With our global reach, we can get you in touch with licensed medical and legal professionals and other kinds of help.

How to Reach Us:

In the United States, Canada, Puerto Rico and U.S. Virgin Islands, call 1-888-887-4743

All other locations, call collect 1-804-281-6708

If you can't call collect, we'll call you back.

Please have this information ready when you call:

- Your name, location and phone number
- Your policy identification number

We're only a CLICK away!

Visit www.EventTicketProtection.com to:

- File a claim
- Check claim status
- Modify a policy



Global Assistance

Allianz 

EP_101_01_P_V3
12/18

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JEFFERSON INSURANCE COMPANY
(A Stock Company)

COLORADO AMENDATORY RIDER

The policy to which this rider is attached is amended as follows:

- I. In Part IV., entitled **GENERAL EXCLUSIONS**, the exclusion regarding self-inflicted harm or attempted suicide is deleted in its entirety and replaced with the following:
 2. intentionally self-inflicted harm, suicide or attempted suicide, while sane, by **you**;
- II. In Part VII., entitled **DEFINITIONS**, the definition of **Existing medical conditions** is deleted in its entirety and replaced with the following:

Existing medical condition means:

1. any **injury** occurring prior to the effective date of this policy; and
2. any **illness** occurring during the 120 days prior to the Effective Date of this insurance which:
 - a. required medical examination or treatment by a **physician** or presented symptoms that would cause a reasonable person to seek diagnosis, care or treatment; and
 - b. required taking prescribed drugs or medicine unless the **illness** remains controlled without any change in the required prescription.

There are no other changes to the policy.

IMPORTANT PRIVACY NOTICE

THIS NOTICE DESCRIBES HOW PERSONAL DATA AND MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN ACCESS THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

AWP USA Inc. and its subsidiaries, including Jefferson Insurance Company and AGA Service Company d/b/a Allianz Global Assistance are committed to protecting your privacy. By using our products, services or website, you consent to our collection and use of your Personal Data as described here.

Definitions. The below definitions apply to this Notice:

1. “**Personal Data**” means non-public personal information that identifies a specific person (“you”). Data identifies you if it includes your first and last name plus any additional data specific to you. Data that does not identify you is not Personal Data. Publicly available, encoded, anonymized, or aggregated data is not Personal Data.
2. “**Sensitive Data**” means Personal Data about a person’s race or ethnicity; political, religious, philosophical, ideological, or trade union memberships, opinions, views or activities; medical or health conditions or protected health information (“PHI”) as defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”); genetic or biometric data; financial account information (e.g. bank account number); government-issued ID numbers; sexuality; or social security measures or administrative or criminal proceedings and sanctions that are treated outside pending proceedings. Sensitive Data also includes information we receive from a third party who treats and notes the information as sensitive.
3. “**Agent**” means a third party that collects or uses Personal Data to perform tasks on our behalf, or our underwriters.
4. “**We**” means AWP USA Inc and its subsidiaries Jefferson Insurance Company and AGA Service Company.

Privacy Practices. This Notice describes how we collect, use, and maintain Personal Data. It also describes your and our rights.

For the Personal Data of EU and Swiss residents, we comply with the EU-U.S. Privacy Shield Framework and Swiss-U.S. Privacy Shield Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information transferred from the European Union and Switzerland to the United States, respectively (collectively, the “Privacy Shield”). We have certified to the Department of Commerce that we adhere to the Privacy Shield Principles regarding EU and Swiss Personal Data received under the Privacy Shield. If there is any conflict between the terms in this Notice and the Privacy Shield Principles, the Privacy Shield Principles shall govern in matters regarding EU and Swiss residents. To learn more about the Privacy Shield and to view our certification, visit <https://www.privacyshield.gov>.

1. **Notice:** We collect Personal Data from you, or from your agents, representatives, suppliers and providers, or other party from whom you have authorized us to collect it on your behalf. This may include:
 - (i) identifying information (e.g. name, contact information);
 - (ii) billing or payment information (e.g. credit card billing information);
 - (iii) information about your trip or event (e.g. agents, suppliers, trip plans);
 - (iv) information about your transactions or business with us or others (e.g. receipts, insurance EOBs);
 - (v) financial account information (e.g. account numbers, statements);
 - (vi) health information (e.g. treatment history, invoices);
 - (vii) information about any claim you make (e.g. details of your loss, police reports, vital records);
 - (viii) information about your website usage and activity (e.g. browser data, IP address);
 - (ix) government-issued identification numbers (e.g. social security number, driver’s license number); or
 - (x) any other information provided to us by you or on your behalf.

We may also collect Personal Data from consumer reporting agencies or fraud databases (e.g. fraud reports). This data may be collected from forms, such as enrollment or claim forms; by phone, website, email, fax, or correspondence; or via cookies.

We may use the Personal Data we collect:

- (i) to offer, market, sell, underwrite, or make available to you insurance or assistance products or services;
- (ii) to provide you with information or services for such products and services;

- (iii) to administer your insurance and assistance products and services. This may include, for example: providing travel-related or concierge services, serving and processing your policy or claims, conducting quality or satisfaction assessments, and fraud prevention;
- (iv) to protect our legal rights or to respond to lawful requests by public authorities, including to meet national security or law enforcement requirements or as otherwise required by law; or
- (v) for purposes to which you've otherwise consented.

This may in some cases include disclosing your Personal Data to Agents. But, such disclosures are only for the purposes described in this Notice, or for everyday business purposes or as required or allowed by law (e.g. to process transactions, maintain accounts, respond to court orders and legal investigations, or report to credit bureaus). These Agents may be affiliated or nonaffiliated, and may be located both inside and outside of the US. They may be financial services providers (e.g. underwriting insurers). They may also be non-financial companies (e.g. health service providers, travel service providers, the agent/agency through whom you purchased, service providers helping us with our marketing).

Should you be purchasing insurance on another's behalf, Allianz Global Assistance and the insurer may require the personal information of the insured to administer the benefits of their plan. By providing the insured's personal information at the time of purchase, you are confirming that you have obtained the insured's consent to provide this personal information to Allianz Global Assistance and the insurer.

Where we are subject to HIPAA, we must notify you of our duties and practices with respect to PHI. Except as described here or allowed or required by law, we will only use or disclose your PHI or health records with your prior express consent. Under HIPAA, we may use and disclose your PHI for one or more of the following purposes:

- (i) monitoring the health care treatment you receive (e.g. we may send or receive PHI to or from a doctor regarding your condition and treatment so we can see that your treatment is appropriate);
- (ii) payment for health services (e.g. we may use your PHI to make payments to a hospital that has treated you);
- (iii) to help run our company (e.g. we may use your PHI to conduct quality audits of the services we provided to you. However, we may not use or disclose genetic information about you for underwriting purposes); or
- (iv) for other purposes as required to administer your insurance or assistance product (e.g. we may use PHI to determine coverage for a claim made under an insurance policy).

We may also in some cases need to use or disclose your PHI for one or more of the following purposes:

- (i) for public health and safety issues;
- (ii) to comply with legal or regulatory requirements;
- (iii) to address or comply with workers' compensation, law enforcement, or other legal or government mandates or requests; or
- (iv) to respond to lawsuits or legal actions.

Cookies are text files on your computer. When you access our website, we use cookies to collect data about your web usage. We also use Google, Inc.'s Google Analytics and AdWords services, iAdvize's chat and monitoring service, and other similar third party vendor services. These services use cookies to transmit your IP address and other website navigation and usage data and device/browser-generated data. iAdvize also uses JavaScript to provide its chat and monitoring services. These vendors may provide this data to us or store and/or aggregate this data to analyze such usage and create reports for us. We, our affiliates and our Agents use such data and reports for our own business purposes (e.g. to provide customer service, to optimize the content you see from us, website improvement, other purposes stated in this notice, etc.) and Payment Card Industry Data Security Standard ("PCI") compliance. These vendors also display our ads on sites across the Internet, and they may use this data to later display ads to you based on your website usage. By using our website, you consent to this use of cookies and data for these purposes. You can refuse cookies by disabling them in your browser (this may affect the content available to you). Our websites do not respond to "Do Not Track" requests from browsers.

Last, we may use and disclose the name, email address, or contact information of current and former customers to Agents for marketing administration purposes. For example, we may need to disclose the email address you provided to us to an Agent providing marketing services on our behalf to help ensure that your opt out choices are respected and that you do not receive duplicate communications.

Upon notification and consent your personal data may be used for other reasons. That notice will state the purpose for collecting and using the data, the types of non-Agent third parties to which we disclose the data, and the means we offer you to limit this. If we receive Personal Data from anyone in the EU or Switzerland, we'll treat

that data according to the instructions such entity gives us regarding notices it provided and the choices made by the data subject.

2. Choice. We reserve the right to disclose Personal Data to third parties as described above. The law in some jurisdictions allows you the right to choose in some cases to opt out of us sharing your Personal Data with a third party or using it for purposes described or that is materially different from the purposes for which it was originally collected or which you later authorize. You may exercise this right by notifying the Privacy Officer at the information provided below. You may opt out of getting non-essential marketing communications from us by giving notice as described below and disabling cookies in your web browser. Except as required or allowed by law (e.g. for fraud prevention), we do not share, sell or otherwise disclose your Personal Data to non-Agent third parties or use it for any purpose other than for which it was originally collected or as you later authorize. If we ever wish to do so, we will give you the opportunity to opt out. If we wish to disclose your Sensitive Data to a non-Agent third party or use such data for a purpose other than for which it was originally collected or as you later authorize, we will only do so with your express consent. We will not unfairly discriminate against you for declining to provide this consent.

Except as allowed by law, we will not use or disclose psychotherapy notes, use or disclose your PHI for marketing purposes, or use or disclose your PHI in a way that would constitute a sale of PHI under HIPAA unless you expressly authorize us to do so. You may revoke this consent at any time. Such revocation will not apply to actions we have already taken based on that consent. You may request restrictions on our use and disclosure of certain health information for treatment, payment, or our operations. However, we are not required to agree to your request, except as required by HIPAA.

We may need to disclose Personal or Sensitive Data if we have a good-faith belief that it is needed to protect or defend our or your rights, interests or property or comply with any law or legal mandate, or if it is otherwise required or allowed by law. We will take reasonable care to disclose only as much of such data as is needed.

3. Accountability for Onward Transfer. We may disclose your Personal Data to our Agents, but only for the limited and specified purposes described here, consistent with the consent you have provided. We will take reasonable and appropriate steps to obtain assurances from our Agents that they will effectively process and safeguard your Personal Data consistent with our obligations under this Notice and the Privacy Shield (EU and Swiss residents only). Upon discovery, we will take reasonable steps to stop and remediate any unauthorized processing inconsistent with this Notice or the Privacy Shield (EU and Swiss residents only). With respect to EU or Swiss Personal Data we receive under the Privacy Shield and later transfer to an Agent, we are responsible for the processing of such data by that Agent. If such data is processed by that Agent in a manner inconsistent with the Privacy Shield Principles, we are liable unless it can be proved that we are not responsible for the event giving rise to any damages.

Our Binding Corporate Rules related to data transfers may be viewed here: <https://www.allianz-partners.com/allianz-partners---binding-corporate-rules-.html>.

4. Security. We take reasonable and appropriate measures to protect your data from loss, misuse, or unauthorized access, disclosure, alteration and destruction. These measures take into account the risks involved in the processing and the nature of the Personal Data. To help maintain the security of your data, we use administrative, physical, and technical safeguards. These include utilizing policies to take reasonable precautions to (a) securely and confidentially maintain your Personal Data; (b) assess and protect against threats and hazards to the security or integrity of such data; and (c) prevent unauthorized access to or use of such data. Also, except where required or allowed by law, we limit use of your Personal Data to the minimum necessary to accomplish the purposes for which that data was collected and to be used as described here. We restrict access to your Personal Data to only those who need to access it to accomplish those purposes. We use encryption to make your online transaction with us safe and secure. We protect the privacy of your credit card information with a high degree of care and in compliance with PCI. We are required by law to maintain the privacy and security of your PHI. If there is a breach as defined under HIPAA of your unsecured PHI, we are required by law to notify you.
5. Data Integrity. We will only collect Personal Data to the extent it is relevant to the purposes for which it was collected. We will not process Personal Data in a way that is incompatible with the purposes for which it has been collected or as you later authorize. To help maintain the integrity of your data, we will take reasonable steps to ensure that Personal Data is reliable for its intended use, relevant, accurate, complete, and current. We will adhere to these principles for as long as we retain this data. We retain Personal Data according to our data retention policy.

6. **Access.** If you discover the data we hold about you is inaccurate or incomplete, please contact us. We will grant you reasonable access to the Personal Data we hold about you. We will take reasonable steps to allow you to correct, amend or delete your Personal Data that is inaccurate or incomplete, or has been processed in violation of this Notice, so long as it can be done without undue burden or expense on us, without breaching any legal or professional privilege or obligation, and without violating the rights of others. Where we are subject to HIPAA, you have the right to request to receive confidential communications of your PHI, as applicable. In accordance with and as allowed by HIPAA, at your request, you may inspect, amend, and copy PHI we maintain about you and receive an accounting of certain disclosures of your PHI (e.g. health payment records).
7. **Recourse, Enforcement, Liability.** You can send complaints about how we handle your Personal Data to us at the contact information below. If the data is PHI, complaints can be made to us or to the U.S. Secretary of Health and Human Services. We will not retaliate against you for filing a complaint. For EU and Swiss Personal Data, we verify our compliance with the Privacy Shield and the terms of this Notice by conducting a periodic self-assessment. Complaints or disputes about how we handle EU or Swiss Personal Data should be directed to the below address. We will promptly investigate and try to resolve any such complaints or disputes internally. But, if we can't reach a mutually agreeable resolution, we have agreed to cooperate with the dispute resolution procedures administered by, as applicable, the European Data Protection Authorities or the Swiss Federal Data Protection and Information Commissioner. Under certain conditions, by notifying us, you may invoke binding arbitration regarding certain "residual" claims about EU or Swiss Personal Data before a Privacy Shield Panel. Such procedure is in accordance with the rules established under the Privacy Shield. We are subject to the investigatory and enforcement powers of the FTC for EU and Swiss Personal Data.

Links. Our websites provide links (including social media plugins ("Plugins")) that connect to third party websites. Clicking such link establishes a connection and transmits data to/from the operator of such website. Clicking a Plugin while logged in to a social media account may cause the social media website's operator to publish activity to your account. To avoid this, log out of your account before clicking the Plugin link. We are not responsible for and make no representations about the content, security, or privacy practices of any other third party websites. You should read the privacy notices of the websites you visit to understand their data privacy practices.

Changes to Notice. This Notice reflects our business practices. It is not a contract. However, we are required to and will abide by the terms of this Notice as currently in effect. We may amend this Notice at any time. We will notify you of any updates by posting a revised notice on our website. The revised notice will apply to all information collected by us, including previously collected information (for EU or Swiss residents, this applies to the extent permissible under the Privacy Shield). You accept the revised notice by your continued use of our website, products or services following any such amendment. If we revise this Notice in a way that would allow us to disclose your Personal Data to a nonaffiliated third party other than as already described here, we will provide you with a revised notice and give you the opportunity to opt out of any such disclosure. You are responsible to regularly review this Notice. You have the right to a paper copy of this Notice upon request.

Contact. If you have any questions or comments about this Notice or the way that we collect or handle your Personal Data, or if you would like a paper copy of this Notice, please contact our Chief Privacy Officer by any of:

Email: privacy@allianzassistance.com
Phone: 1-800-284-8300
Mail: Allianz Global Assistance
ATTN: Chief Privacy Officer
9950 Mayland Drive
Richmond, VA 23233

Opt Out. To opt out of non-essential marketing communications or non-essential unaffiliated third party information sharing, please contact our Chief Privacy Officer as noted above with your name, policy number. Please include a statement that says "Opt out" (or something similar). Opt outs will be applied to all products and services we provide. We will not unfairly discriminate against any person who chooses to opt out.

Electronic Notices. Unless you chose to receive them by US mail at the time of purchase, by purchasing your policy, you consent to receive all notices and documents from us electronically. They will be sent to the email address provided at the time of purchase. You may opt to receive notices and documents from us by mail at any time. If you wish to change or update your notice/documents preferences, email us at customerservice@allianzassistance.com. Please include your name, policy number, and a note that says "Only contact me by mail" (or something similar). You can also let us know by phone at 800-284-8300 or by mail to:

Allianz Global Assistance
ATTN: Customer Service – Only contact me by mail
9950 Mayland Drive
Richmond, VA 23233

If you don't provide an email address at purchase, you'll receive notices and documents by mail. You may request paper copies of any electronic information we send, or update your electronic contact information at any time by emailing or mailing us at the above address, or by calling us. Documents sent to you from us will be in either PDF or HTML format. If you can't receive or read the documents we send you, please contact us so we can assist you.

Effective Date. This Notice was last revised on, and is effective as of, May 22, 2018.

EXHIBIT 4



ZONE SEATING

Checkout Path

VIVIDSEATS®



Chance the Rapper (Rescheduled from 10/11/2019)
Tue. Feb 18, 2020 7:00 PM - Capital One Arena, Washington DC, DC

NOTE: Prices set by sellers, may be over face-value. Seats are together, unless noted.

100% BUYER GUARANTEE

2 Tickets

Filters

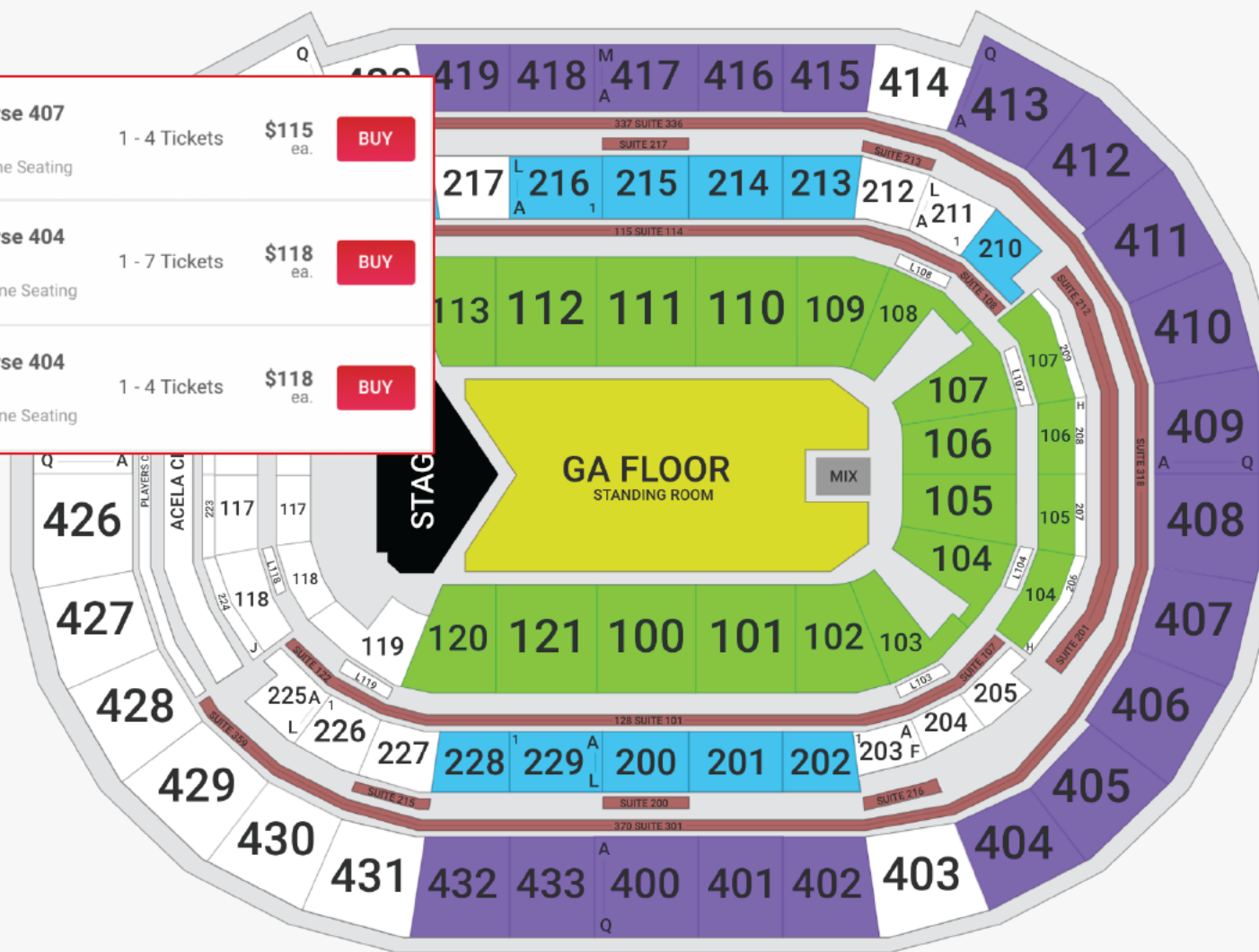
Lowest Price Section Row

Upper Concourse 407 Row R Email Delivery - Zone Seating	1 - 4 Tickets	\$115 ea.	BUY
Upper Concourse 404 Row O Mobile Tickets - Zone Seating	1 - 7 Tickets	\$118 ea.	BUY
Upper Concourse 404 Row P Mobile Tickets - Zone Seating	1 - 4 Tickets	\$118 ea.	BUY
Upper Concourse 400 Row D Email Delivery	1 - 8 Tickets	\$119 ea.	BUY
Upper Concourse 418 Row A Email Delivery	1 - 8 Tickets	\$119 ea.	BUY
Main Concourse 103 Row F Instant Download!	2 Tickets	\$120 ea.	BUY
Upper Concourse 432 Row B Email Delivery	1 - 9 Tickets	\$120 ea.	BUY
Upper Concourse 419 Row A Email Delivery	1 - 9 Tickets	\$123 ea.	BUY
SUITE 367 Row 1 12 listings hidden. Clear filters	2 - 6 Tickets	\$125 ea.	BUY
Upper Concourse 415			

Upper Concourse 407
Row R
Email Delivery - Zone Seating
1 - 4 Tickets \$115 ea. **BUY**

Upper Concourse 404
Row O
Mobile Tickets - Zone Seating
1 - 7 Tickets \$118 ea. **BUY**

Upper Concourse 404
Row P
Mobile Tickets - Zone Seating
1 - 4 Tickets \$118 ea. **BUY**



*Credit is non-transferable. Not valid for past purchases. Rewards Program Terms and Conditions and all applicable Terms of Use apply.

The map may not be to scale. Report Errors



Proprietary and Confidential Information. For Internal Use Only. Do not reproduce, reprint, distribute, or disclose without the express written consent of Vivid Seats LLC.

Back to all tickets

Upper Concourse 407

Row R \$115 each

2 Tickets

Continue to Checkout

Notes

This listing describes tickets that the seller does not own, but is offering to procure for you. After you place your order and your order is confirmed, we guarantee that your tickets will be within the zone or section listed or one comparable and that you will receive these tickets in time for the event or your money back. Orders exceeding four tickets may be split up into different rows within the requested zone or section. Specific seats are not assigned until delivery.

Zone Seating

This listing describes tickets that the seller does not have in hand, but will obtain for you. After you place your order and your order is confirmed, we guarantee that your tickets will be within the zone or section listed or one comparable and that you will receive these tickets in time for the event or your money back. Orders exceeding four tickets may be split up into different rows within the requested zone or section. Specific seats are not assigned until delivery.

E-mail Delivery

You will receive an email with download instructions when your tickets are available.

Buyer Guarantee

Valid tickets delivered in time for the event or your money back.

Notes

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Zone Seating

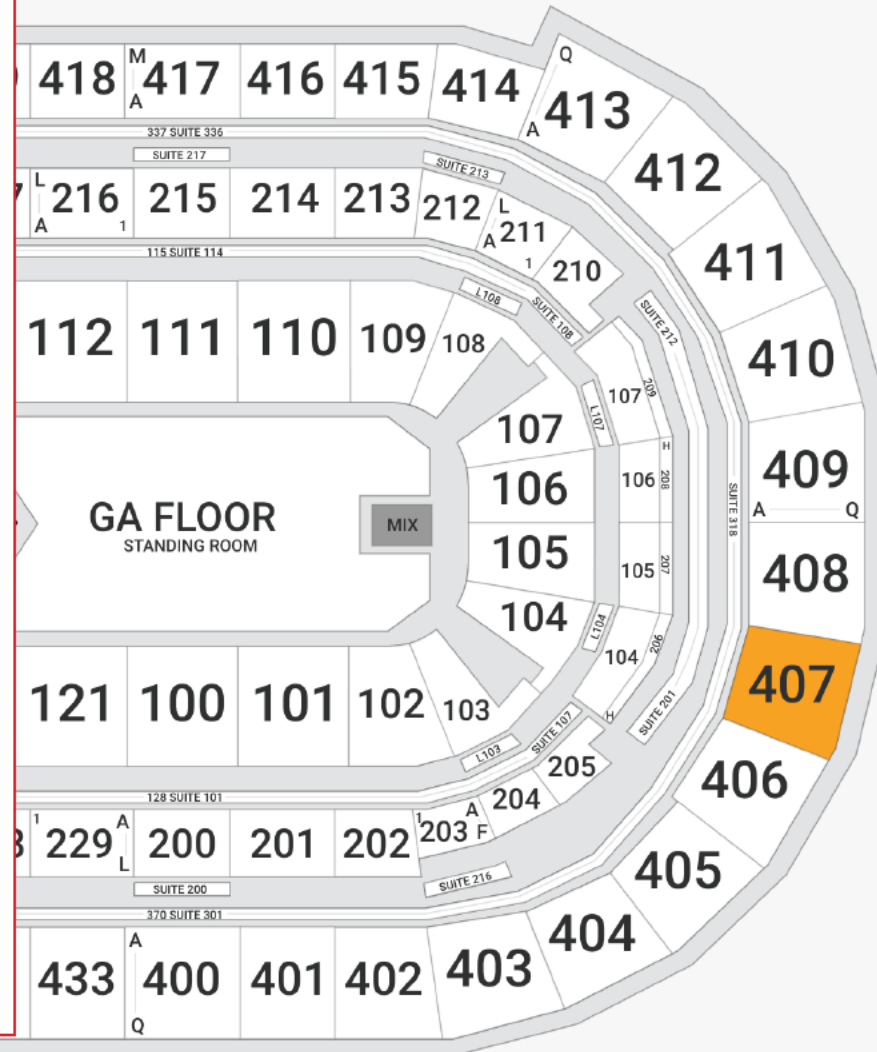
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E-mail Delivery

You will receive an email with download instructions when your tickets are available.

Buyer Guarantee

Valid tickets delivered in time for the event or your money back.



FEEDBACK

*Credit is non-transferable. Not valid for past purchases. Rewards Program Terms and Conditions and all applicable Terms of Use apply.

The map may not be to scale. Report Errors

1. Login or Register

2. Shipping & Delivery

3. Billing Information

4. Place Order

LOGIN TO PLACE YOUR ORDER

 Continue with Facebook

or

Email Address

- Create a new account
- Sign in to an existing account

CONTINUE

ORDER SUMMARY

Chance the Rapper (Rescheduled from 10/11/2019)
Capital One Arena - Washington DC, DC
Tuesday February 18, 2020 7:00 PM

Ticket Details

Section: 407

Row: R

Notes: This listing describes tickets that the seller does not own, but is offering to procure for you. After you place your order and your order is confirmed, we guarantee that your tickets will be within the zone or section listed or one comparable and that you will receive these tickets in time for the event or your money back. Orders exceeding four tickets may be split up into different rows within the requested zone or section. Specific seats are not assigned until delivery.

Price: \$115.00 each

Quantity:

 E-ticket 

 Zone Seating 

 100% Buyer Guarantee 

Your Information is Secure

The link between our servers and your browser is protected using SSL encryption. SSL is the industry standard encryption technology, and helps keep your information safe and secure.

Vivid Seats does not rent or sell your personal information to 3rd parties. To learn more, read our [privacy policy](#).

- 1. Login or Register
- 2. Shipping & Delivery
- 3. Billing Information
- 4. Place Order**

PAYMENT

Credit / Debit Card

Card Number

Expiration Security Code [What's this?](#)

Save my card details

EVENT TICKET PROTECTION

Get reimbursed 100% of your ticket cost with event ticket protection for \$15.80 total.

If you can't attend an event for a number of reasons - such as covered illness, airline delays, traffic accidents, mechanical breakdowns, weather emergencies, and more - you'll get 100% of the ticket price returned to you.

Recommended, offered & sold by Allianz Global Assistance. Underwritten by Jefferson Insurance Company. Terms and exclusions (incl. for pre-existing conditions) apply. [Plan details and disclosures](#). Insurance billed separately through Allianz Global Assistance.

Yes, protect my ticket purchase for Chance the Rapper. **Highly Recommended**

No, don't protect my **\$298.82** ticket purchase.

13,932 people protected their tickets in the last 7 days

CONFIRM & PLACE ORDER

By clicking "Place order", you agree to the Vivid Seats [terms of use](#) and confirm that you are aware that you may be paying above face value for your tickets. **Your credit card will be charged \$298.82. All prices in US Dollars. All sales are final.**

PLACE ORDER

ORDER SUMMARY

Chance the Rapper (Rescheduled from 10/11/2019)
 Capital One Arena - Washington DC, DC
 Tuesday February 18, 2020 7:00 PM

Ticket Details

Section: **407**
 Row: **B**

Notes: This listing describes tickets that the seller does not own, but is offering to procure for you. After you place your order and your order is confirmed, we guarantee that your tickets will be within the zone or section listed or one comparable and that you will receive these tickets in time for the event or your money back. Orders exceeding four tickets may be split up into different rows within the requested zone or section. Specific seats are not assigned until delivery.

Price: **\$115.00** each

Quantity: **2**

E-ticket

Zone Seating

100% Buyer Guarantee

Apply a Gift Card or Promo Code

Ticket Total	\$115.00 x 2
Service Total	\$31.91 x 2
Email Delivery	\$2.50 x 2
Total Charge	\$298.82

Email delivery by: **02/17/2020**

Your Information is Secure

The link between our servers and your browser is protected using SSL encryption. SSL is the industry standard encryption technology, and helps keep your information safe and secure.

Vivid Seats does not rent or sell your personal information to 3rd parties. To learn more, read our [privacy policy](#).