

# GigTown Referral Program

Current as of February 1, 2017

## 1. Terms and Conditions

The GigTown Referral Program ("Program") offered by GigTown, LLC ("GigTown") has been created to reward fans, musicians and venues who support local music for doing what you would already do – recommending GigTown to friends and family who become GigTown customers ("Participants" or "Referred"). The following GigTown Referral Program Terms and Conditions ("Program Terms and Conditions") contain important information about our program, so please read them carefully. These Program Terms and Conditions are a binding agreement between you and GigTown and will govern your participation in any and all Program offers. By participating in the Program, you agree to the [Site Terms and Conditions](#) and the [Site Privacy Policy](#). You are not authorized to participate in the Program, if you do not agree to these Program Terms and Conditions in their entirety.

GigTown reserves the right to modify these Program Terms and Conditions at any time, at its sole discretion, and without notice to you. Participation in the Program is considered acceptance of Program Terms and Conditions and any modifications which might be made. GigTown may also, in its sole discretion, change, cancel, suspend, or modify any aspect of the Program without notice. GigTown also reserves the right to disqualify any customers or prospective customers at any time from participation in the Program.

## 2. How the Program Works

Qualified Referrals. A Qualified Referral occurs when:

- i. The Referrer, a current user of GigTown, shares GigTown with someone (the Referred).
- ii. The Referred then goes on GigTown and Posts a Gig looking to hire a musician for \$200 or more (a "Qualified Gig"). During the process of posting a gig, the Referred will be asked for the Referrer's name and email address.
- iii. The Referred confirms musicians through GigTown and the gig is completed.
- iv. For each Qualified Gig completed within 6 months of the Referred's first gig posting, when the musician's payment from the Referred is processed, the Referrer will receive a payment of \$25.

Eligibility. To be eligible for participation in the Program, the Referrer must be a current User of GigTown. Both the Referrer and the Referred must be at

least 18 years of age. GigTown reserves the right to find ineligible any Participant in the Program at its sole discretion.

**Reward Conditions.** Rewards may be taxable, depending on the value of the item and the federal, state, and local tax laws applicable to the Participant. Participants are solely responsible for reporting such items on their tax returns and paying any associated tax liability.

**Conduct.** Participants in the Program must comply with all up-to-date "SPAM" laws. Any communication that could constitute unsolicited commercial email or "spam" under any applicable law or regulation is expressly prohibited and will be grounds for immediate termination of your account and exclusion from GigTown's Referral Program. GigTown reserves the right, at its sole discretion, to prohibit anyone from participating in any aspect of the Program if GigTown deems or suspects that such User has engaged in or has attempted to engage in any of the following: a) acting in violation of these Program Terms and Conditions; b) damaging, tampering with or corrupting the operation of the Program or Site; c) acting with intent to annoy, harass, or abuse any other person; d) any inappropriate, uncooperative, disruptive, fraudulent, potentially fraudulent, or unusual behavior or activity; or e) activity deemed in the sole discretion of GigTown to be generally inconsistent with the intended operation of the Program. GigTown shall be the sole determiner in cases of suspected abuse, fraud, or breach of these Program Terms and Conditions or intent of these Program Terms and Conditions.

### **3. Liability**

**Binding Effects.** By participating in the Program, you agree to and are bound by the Program Terms and Conditions. If you do not wish to agree to and abide by the Program Terms and Conditions in their entirety, you are not authorized to participate in the Program.

**Termination.** GigTown may, in its sole and absolute discretion, cancel, change, suspend, or modify any aspect of the Program or Program Terms and Conditions at any time, without notice. GigTown may, in its sole and absolute discretion, terminate or suspend any User's participation in the Program for breach of these Program Terms and Conditions or taking any actions that are inconsistent with the intent of these Program Terms and Conditions.

**Release.** By participating in the Program, Participants release GigTown, its parent company, subsidiaries, affiliates, suppliers, advertising, and promotions agencies and their respective directors, officers, employees, and agents from any and all liability for any loss, harm, damages, cost, or expense, including, without limitation, property damages, personal injury

and/or death, arising out of or in any way connected to the Program and/or the use of any Program rewards.

Indemnification. Participants agree to indemnify, defend, and hold GigTown and its representatives and agents harmless from and against any and all third party claims, demands, liabilities, costs, or expenses, including attorney's fees and costs, arising from, or related to any breach by the participant of any of these Program Terms and Conditions or any violation by Participant of applicable law.

#### **4. Disclaimer**

Reserved Right. GigTown reserves the right to cancel or suspend the Program should it determine, in its sole discretion, that the administration, security, or fairness of the Program has been compromised in any way.

Disclaimer of Warranties: MEMBERS AND PROSPECTIVE MEMBERS EXPRESSLY UNDERSTAND AND AGREE THAT: (A) YOUR USE OF THE PROGRAM IS AT YOUR SOLE RISK, THE PROGRAM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, CONDITIONS AND TERMS (COLLECTIVELY, "PROMISES") OF ANY KIND, WHETHER EXPRESS OR IMPLIED BY STATUTE, COMMON LAW OR CUSTOM, INCLUDING, BUT NOT LIMITED TO, PROMISES AS TO PRODUCTS OR SERVICES OFFERED THROUGH THE USE OF THE PROGRAM, IMPLIED PROMISES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; (B) GIGTOWN MAKES AND GIVES NO PROMISE THAT (i) THE PROGRAM WILL MEET YOUR REQUIREMENTS, (ii) BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS OBTAINED FROM THE USE OF THE PROGRAM WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE PROGRAM WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SERVICE WILL BE CORRECTED; AND (C) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PROGRAM IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH MATERIAL.

#### **5. Other Terms**

General Terms. These Program Terms and Conditions constitute the entire agreement between Participants and GigTown concerning Participants' use of the Program. The failure of GigTown to exercise or enforce any right or provision of these Program Terms and Conditions shall not constitute a waiver of such right or provision. If any provision of these Program Terms and Conditions is found by a court of competent jurisdiction to be invalid,

the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Program Terms and Conditions remain in full force and effect. The section titles in these Program Terms and Conditions are for convenience only and have no legal or contractual effect. A person who is not a party to these Program Terms and Conditions shall have no right to enforce or receive the benefit of any of these Program Terms and Conditions. The terms and conditions applicable to Members' use of GigTown's services can be found at [gigtown.com/terms](https://gigtown.com/terms).