

## TERMS OF SERVICE

### 1. Introduction

Welcome to our website, <http://wtfestival.org> (the “Site”), created by Williams Theatre Festival Foundation, Inc. (“WTF”). This document constitutes a legally-binding agreement (“Agreement”) governing the terms of providing you with services.

BY ACCESSING AND USING THE SITE, YOU AGREE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND THAT YOU AGREE WITH THE TERMS OF THIS AGREEMENT AS WELL AS OUR **PRIVACY POLICY**.

Throughout this document, “WTF”, “us”, “we”, and “our” refer to us, Williams Theatre Festival Foundation, Inc., or our website, <http://wtfestival.org>, as is appropriate in the use of the words. Likewise, the words “you” and “your” refer to you, the person using the Site.

### 2. License to Access and Use

You may access and use our Site only for your personal use and only in a manner consistent with this Agreement and our **Privacy Policy**. Any other access to or use of the Site or its contents constitutes a violation of this Agreement and may violate other applicable laws, including copyright and trademark laws.

You may not access, use, or copy any portion of the Site or their content through the use of bots, spiders, scrapers, web crawlers, indexing agents, or other automated devices or mechanisms. You agree not to remove or modify any copyright notice or trademark legend, author attribution, or other notice placed on or contained within any of the Site’s content. Except as expressly authorized by us in writing, in no event will you reproduce, redistribute, duplicate, copy, sell, resell, or exploit for any commercial purpose any portion of the Site or its content or any access to or use of the Site or their content.

### 3. Payment Terms

By submitting payment through the Site, you acknowledge that you are engaging WTF or its affiliates to provide services. Accordingly, all fees for services to be provided by WTF or its affiliates (including without limitation all ticket sales and fiscal sponsorship donations) are non-refundable.

By providing payment information to us, you represent that the payment information is accurate, current and in your own name or in the name of an individual who has authorized you to use his or her payment information for your purchase.

When you make a purchase via the Site, additional terms and conditions may also apply to specific portions, services or features of the Site, including terms and conditions regarding the sale, purchase, or other transactions for goods, services, or information. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Service.

#### **4. Information Supplied**

The information that you provide to us, or that we collect about you and your access to and use of the Site, is subject to our [Privacy Policy](#), the terms of which are hereby incorporated by reference into these Terms of Service. You must read and become familiar with our [Privacy Policy](#).

By disclosing or offering any information to us, including quotes, ideas, suggestions or other information, either through your use of the Site, email or otherwise, you authorize WTF to make such copies thereof as we deem necessary, including to facilitate the posting and storage of the submission on the Site. By making a submission, you automatically grant, and you represent and warrant that you have the right to grant, to WTF and irrevocable, perpetual, non-exclusive, transferable, royalty-free, worldwide license to use, copy, adapt, publish, publicly perform, publicly display, reformat, translate, excerpt and distribute such submission for any purpose, commercial, advertising, or otherwise, on or in connection with the Site or the promotion thereof, to prepare derivative works of, or incorporate into other works, such submission, and to grant and authorize sublicenses of the foregoing.

By making a submission, you represent and agree that all information that you provide to us in connection with your access to and use of the Site is true, accurate, and complete to the best of your knowledge and belief, and that you are not infringing the rights of anyone through your submission. You also agree that you will not post or transmit any material that contains viruses, or other computer programming routines that may damage, interfere with, intercept, or expropriate any system, data, or personally identifiable information.

#### **5. Rules for Online Conduct**

You agree to use the Site in accordance with all applicable laws. You are responsible for your own communications, including the upload, transmission and posting of information to us.

#### **6. Children**

Our Site is not intended for children under 13 years of age. No one under age 13 may provide any personal information to or on the Site. If you are under 13, do not use this Site or provide any information about yourself to us.

If a parent or guardian is made aware that a child under the age of 13 has provided us with personally identifiable information through any point of contact, we ask to be contacted by email via the [contact page](#) and we will delete the information.

## **7. Security**

We are committed to protecting the security of your personal information and to honoring your choices for its intended use. To prevent unauthorized access, maintain data accuracy, and ensure the correct use of information, we strive to maintain physical, electronic, and administrative safeguards. We use industry standard security protocol such as encryption and https security protocol to protect your information. Any time we share your information with a third party consistent with these Terms of Service and our Privacy Policy, we utilize technological or contractual safeguards in an effort to keep your information safe.

## **8. Intellectual Property**

You acknowledge and agree that the Site and its contents, including, but not limited to, all photographs, information, data, text, product descriptions, software, music, sound, graphics, video, messages, tags and/or other materials (collectively, the “Content”) are proprietary or confidential information that belongs exclusively to WTF and is protected by applicable copyright, trademark, trade secret, patent or other proprietary rights and laws. You are not authorized to reproduce, republish, distribute, transmit, modify, sell or otherwise use the Content, or to create derivative works based on the Content, in whole or in part, without WTF’s express written authorization. This includes, but is not limited to, a prohibition on aggregating information on our Site that is in the public domain and publishing it elsewhere. Without limiting the above, you are not authorized to use the Content in order to gain a competitive advantage for marketing purposes (including third-party solicitations), to harass, abuse or harm others, or in a way that otherwise exceeds the scope of your authorized access to this Site. In addition, you are not authorized to use, access, search or obtain data from the Content of this Site by using any deep-link, framing, page scrape, robot, spider or other automatic device, program, algorithm or similar methodology.

Williamstown Theatre Festival™, all logos, slogans and trade dress, including the look and feel of the Site (“Trademarks”) are trademarks owned by WTF to uniquely identify our Site and the services we offer. You agree not to use these Trademarks anywhere without our prior written consent. In other words, by accepting this Agreement, you cannot use the Trademarks for any purpose.

## **9. Termination of Access**

WTF reserves the right, in its sole discretion, to terminate your access to all or part of the Site, without notice or liability, for any reason, including, but not limited to, the breach of any agreement between you and WTF, including, without limitation, this Agreement. Following any such termination of access, you will continue to be bound hereunder to the fullest extent applicable.

## **10. Disclaimer**

WTF IS NOT RESPONSIBLE FOR THE CONTENT PRODUCED BY OR THE SERVICES RENDERED BY ANY THIRD PARTY THAT MAY BE REFERENCED ON THE SITE OR TO WHICH ACCESS MAY BE PROVIDED VIA THE SERVICES. WTF MAY PROVIDE LINKS AND POINTERS TO INTERNET SITES MAINTAINED BY THIRD PARTIES (“THIRD PARTY SITES”) AND MAY FROM TIME TO TIME PROVIDE THIRD PARTY MATERIALS ON THE SERVICE. WTF DOES NOT OPERATE OR CONTROL IN ANY RESPECT, ANY INFORMATION, PRODUCTS OR SERVICES ON THESE THIRD PARTY SITES. THE SITE, THE MATERIALS AND PRODUCTS AVAILABLE IN OR ACCESSIBLE THROUGH THE SERVICES, AND ANY THIRD PARTY SITES ARE PROVIDED “AS IS” AND, TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WTF DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND WARRANTIES IMPLIED FROM A COURSE OF PERFORMANCE OR COURSE OF DEALING. WTF DOES NOT PROMISE THAT THE FUNCTIONS CONTAINED IN SUCH MATERIALS AND PRODUCTS, OR IN THE SITE, WILL BE UNINTERRUPTED OR ERROR-FREE, WILL BE AVAILABLE FOR USE, THAT DEFECT WILL BE CORRECTED, OR THAT THE SERVICE, INCLUDING THE STORAGE SERVICES AND THEIR CONTENTS, OR THE SERVER THAT MAKES THEM AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WTF DOES NOT PROMISE OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE MATERIALS IN THE SERVICE OR IN THIRD PARTY SITES OR THE SERVICES PROVIDED BY THIRD PARTIES IN TERMS OF THEIR CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY, COMPLETENESS OR OTHERWISE.

YOU ASSUME ALL RISK OF ERROR AND/OR OMISSIONS IN THE SITE, INCLUDING THE TRANSMISSION OR TRANSLATION OF INFORMATION. YOU ASSUME FULL RESPONSIBILITY FOR IMPLEMENTING SUFFICIENT PROCEDURES AND CHECKS TO SATISFY YOUR REQUIREMENTS FOR THE ACCURACY AND SUITABILITY OF THE SITE, INCLUDING INFORMATION, AND FOR MAINTAINING ANY MEANS THAT YOU MAY REQUIRE FOR THE RECONSTRUCTION OF LOST DATA OR SUBSEQUENT

MANIPULATIONS OR ANALYSES OF THE INFORMATION PROVIDED HEREUNDER. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SITE, AND ANY INFORMATION SENT OR RECEIVED IN CONNECTION THEREWITH, MAY NOT BE SECURE AND MAY BE INTERCEPTED BY UNAUTHORIZED PARTIES.

### **11. Limitation of Liability**

IN NO EVENT WILL WTF, ITS CONTRACTORS, SUPPLIERS, CONTENT-PROVIDERS, AND OTHER SIMILAR ENTITIES, AND THE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS OF EACH OF THE FOREGOING, BE LIABLE TO YOU, OR ANY THIRD PARTY FOR ANY LOSSES OR DAMAGES, INCLUDING ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL OR SIMILAR DAMAGES, ALLEGED UNDER ANY LEGAL THEORY IN RELATION TO OR ARISING FROM THIS AGREEMENT, THE SITE OR OUR SERVICES, FOR REASONS INCLUDING, BUT NOT LIMITED TO, FAILURE OF OUR SERVICE, NEGLIGENCE, OR ANY OTHER TORT.

### **12. Indemnity**

You agree to defend, indemnify and hold us and our representatives harmless from any claims by you or any third party which may arise from or relate to this Agreement or the provision of our service to you, including any damages caused by your use of the Site, its content and any services available on or through the Site or acceptance of the offers contained on it. You also agree that you have a duty to defend us against such claims, and we may require you to pay for an attorney(s) in such cases. However, we reserve, and you grant to us, the right to assume the exclusive defense and control of any matter subject to indemnification by you hereunder. You agree that this indemnity extends to requiring you to pay for our reasonable attorneys' fees, court costs, and disbursements. In the event of a claim such as one described in this paragraph, we may elect to settle with the party/parties, and you shall be liable for the damages as though we had proceeded with a trial.

### **13. Choice of Law and Forum**

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. The offer and acceptance of this contract is deemed to have occurred in the Commonwealth of Massachusetts.

By using the Site, you agree to submit to the personal and exclusive jurisdiction of the courts located within Berkshire County in the Commonwealth of Massachusetts with respect to any claims arising from these Terms or your use of the Site.

#### **14. Waiver of Jury Trial**

YOU HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE MATTERS CONTEMPLATED HEREBY.

#### **15. Waiver and Severability**

WTF's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If such right or provision is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court shall endeavor to give effect to the parties' intentions as reflected in the provision, and other provisions of this Agreement shall remain in full force.

#### **16. Assignment**

You may not assign your rights and/or obligations under this Agreement to any other party without our prior written consent. We may assign our rights and/or obligations under this Agreement to any other party at our discretion.

#### **17. Amendments**

We may amend this Agreement from time to time. When we do so, we will update this page with the amended Agreement. You may refuse to agree to the amendments, but if you do so, you must immediately cease using our Site. You must visit this page each time you come to our website and read and agree to it.

#### **18. Privacy Policy**

To review the WTF Privacy Policy, please click [here](#)

#### **19. Questions**

If you have any questions regarding the Site or this Agreement, please [email us](#).