

Terms and Conditions

BASIC INFORMATION

Last Updated June 30, 2022

(Contains legal information, including the terms and conditions applicable to the Site. Please read this carefully.)

This Fantasia website is hosted and operated on behalf of the artist (“Artist”) by Fantasia. The terms “we”, “us” or “our” refer to Fantasia. The terms “you” and “your” refer to you, as the user of the Site. The term “person” shall also be construed to include an entity/entities.

Fantasia provides access to this website (the “Site” or the “website”) and any related services provided hereon, including forums and chat rooms ("Fantasia") subject to your compliance with the following terms and conditions. These terms and conditions constitute an agreement between you and Fantasia ("Agreement" or the “Terms and Conditions”) that governs the relationship between you and Fantasia with respect to your use of the Site and Fantasia online services. Thus, it is important that you read carefully and understand these Terms and Conditions.

TRADEMARK AND COPYRIGHT INFORMATION

All material on the Site, including, but not limited to, text, data, graphics, logos, button icons, images, audio clips, video clips, links, digital downloads, data compilations, and software are owned, controlled by, or licensed to Fantasia and are protected by copyright, trademark, and other intellectual property rights. Material on the Site is made available solely for your personal, non-commercial use and may not be copied, reproduced, republished, modified, uploaded, posted, transmitted, or distributed in any way, including by e-mail or other electronic means, without the express prior written consent of Fantasia and the copyright owner in each instance. You may download material intentionally made available for downloading from the Site for your personal, non-commercial use only, provided that you keep intact any and all copyright and other proprietary notices that may appear on such materials.

CODE OF CONDUCT

The following rules, policies, and disclaimers shall govern and/or apply to your use of Fantasia Online Services on the Site (including, without limitation, any bulletin boards, chat rooms, or other online services provided on this website).

We do not review every message, nor do we confirm the accuracy or validity of information posted. We do not actively monitor the contents of the postings, nor are we responsible for the content of any postings. We do not vouch for, nor do we warrant the validity, accuracy, completeness, or usefulness of any message or information posted. The contents of the postings do not represent the views of Fantasia, its licensors, or any person or property associated with Fantasia, Fantasia Online Services, the Site, or any other website in Fantasia family of websites. If you feel that any posting is objectionable, we encourage you to contact us by email. We will make every effort to remove objectionable content if we deem removal to be warranted. Please

understand that removal or editing of any posting is a manual process and might not occur immediately.

You agree, by using the Site or Fantasia Online Services, that: (1) you will not use the Site or any of Fantasia Online Services to post any material that is knowingly false and/or defamatory, inaccurate, abusive, vulgar, obscene, profane, hateful, harassing, sexually oriented, threatening, invasive of one's privacy, or otherwise in violation of any law; (2) you will not restrict or inhibit any other user from using and enjoying the Site or any of Fantasia Online Services provided hereon (including, by way of example, by means of hacking or defacement); (3) you will not post any content that infringes the rights of a third party, including, without limitation, copyrights, trademarks, patents, trade secrets, rights of privacy and publicity; (4) you will not post or transmit any information or software that contains a virus, worm, trojan horse or other harmful, disruptive, or deleterious component; (5) you will not utilize any bot, spider, site search/retrieval application, or any other manual or automated technique to scrape, index, data mine, etc., or in any way reproduce or circumvent the navigational structure or presentation of the Site, Fantasia Online Services, or the contents of such website or services; and (7) you will not impersonate any other individual or entity in connection with your use of the Site or any of Fantasia Online Services.

Although we cannot and do not review all posted messages, we reserve the right to remove (or not) any message for any (or no) reason whatsoever. You remain solely responsible for the content of your messages, and you agree to indemnify and hold harmless Fantasia and their agents with respect to any claim based upon the transmission of your message(s) and/or posting(s). Posting of advertisements, chain letters, pyramid schemes, solicitations, and the like, are inappropriate and forbidden on Fantasia websites and any related Fantasia Online Services (including bulletin boards and chat rooms).

WARRANTY DISCLAIMER

Fantasia has provided 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 Site. In addition, links and pointers to Third-Party Sites may be posted on forums or chat rooms. Neither Fantasia, its parent or their respective affiliates, nor Artist, its agents, affiliates, representatives, record label, or others working on its behalf operate or control in any respect any information, products, or services on these Third-Party Sites. The materials in the Site, Fantasia online services and the Third-Party Sites are provided "as is" and "as available" with no representations or warranties of any kind, either express or implied, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, and non-infringement. You assume total responsibility and risk for your use of the Site, Fantasia online services and the Third-Party Sites.

Fantasia, its affiliates, and its sponsors and Artist, its agents, affiliates, representatives, record label, or others working on its behalf are neither responsible nor liable for any direct, indirect, incidental, consequential, special, exemplary, punitive, or other damages arising out of or relating in any way to the Site, your use of the Site, Fantasia online services, or any Third-Party Sites. Your sole remedy for dissatisfaction with the Site, Fantasia online services, and/or any Third-Party Sites is to stop using the website(s) concerned and/or those services. Neither

Fantasia nor Artist, its agents, affiliates, representatives, record label, or others working on its behalf warrant that the functions contained in the Site, Fantasia online services and/or any Third-Party Sites will be uninterrupted or error-free, that defects will be corrected, or that the Site or any Third-Party Sites, or the servers that make them available, are or will be free of viruses or other harmful components. Neither Fantasia OR Artist, its agents, affiliates, representatives, record label, or others working on its behalf warrant or make any representations regarding the use or the results of the use of the materials on the Site, Fantasia online services, or any Third-Party Sites in terms of their correctness, accuracy, timeliness, reliability, or otherwise.

For the avoidance of doubt, neither Fantasia nor Artist, its agents, affiliates, representatives, record label, or others working on its behalf make any representations or warranties regarding how often the materials or information posted on the Site will be updated (if at all) or the number or identification of the recording artists or other individuals (if any) that will be featured on the Site.

[ACCESS FROM OUTSIDE THE UNITED STATES OF AMERICA](#)

The Site is hosted in The United States of America. We do not represent that content available on or through the Site is appropriate or available in other locations. We may limit the availability of the Site or any service or product described on the Site to any person or geographic area at any time. If you choose to access the Site from outside The United States of America, you do so at your own risk.

[VOID WHERE PROHIBITED](#)

Although this Site may be accessible worldwide, not all products or services discussed or referenced on the Site are available to all persons or in all geographic locations. Fantasia reserves the right to limit, in its sole discretion, the provision and quantity of any product or service to any person or geographic area it so desires. Any offer for any product or service made in the Site is void where prohibited.

[MAKING PURCHASES](#)

Some aspects of the Site may require you to pay a fee, the details of which are available in various areas of the Site that feature the ability to purchase products, features or services. If you wish to purchase products, features, or services described on the Site, you may be asked to supply certain information including credit card or other payment information. You agree that all information that you provide will be accurate, complete, and current. You agree to pay all charges, including shipping and handling charges, incurred by users of your credit card or other payment mechanism at the prices in effect when such charges are incurred. You will also be responsible for paying any applicable taxes relating to your purchases.

[Click here to see the official e-commerce store merchandise Privacy Policy.](#)

[FORUMS AND USER CONTENT](#)

We may host fan reviews, message boards, blog feeds, social media feeds and other forums found on the Site (collectively, "Forums"), and you may be able to submit suggestions, reviews,

concepts, audio and video recordings, photographs, artwork or other materials to the Forums or other areas of the Site ("User Content").

By submitting User Content, you certify that you are at least 18 years old, or you are at least 13 years old and have obtained your parent's or legal guardian's express consent to submit User Content.

You own all rights to your User Content. If you submit User Content to the Site, you grant us a worldwide, non-exclusive, transferable, sub-licenseable, royalty-free right and license to use, reproduce, modify, create derivative works of, distribute, publicly perform, display, archive and commercialize your User Content, in our sole discretion, in all formats and in all media channels now known or hereinafter discovered, without any compensation or acknowledgment to you or anyone else. This license will not affect your ownership in your User Content, including the right to grant additional licenses to your User Content, except if it conflicts with these Terms. We are not obligated to post, display or otherwise use any User Content, or to attribute your User Content to you. You will not make or authorize any claim against us that our use of your User Content infringes any of your rights.

Statements, opinions and reviews posted by participants in a Forum may be inaccurate, offensive, obscene, threatening or harassing. We do not endorse and are not responsible for these postings. We will not be liable for any loss or harm caused by the posting or your reliance on information obtained through the postings.

You will be responsible for your User Content and the consequences of posting it. By submitting User Content, you represent to us that (i) you own, or have the necessary permission to submit the User Content and to grant the licenses to us under this section, and (ii) you have the written permission of every identifiable person in the User Content to use that person's name and likeness in the manner contemplated by the Site and these Terms or, if the person is a minor, the written permission of the minor's parent or legal guardian.

We will have the right (but not the obligation) to monitor the Site, the Forums and the User Content, and to disclose any User Content and the circumstances surrounding its submission in order to operate the Site properly, or to protect ourselves, our sponsors and our users, or to comply with legal obligations or governmental requests.

If we are notified that your User Content does not comply with these Terms, we may investigate the allegation and may decide to remove your User Content and cancel your account. We may also hold you liable for any User Content that infringes the rights of a third party, and require you to pay or reimburse us for any amounts we believe are necessary to resolve any complaint.

LICENSE TO FANTASIA

By posting messages, uploading files, inputting data, or engaging in any other form of communication through the Site, you agree to (A) grant to Fantasia its successors, licensees and assigns a royalty-free, perpetual, non-exclusive, unrestricted, worldwide license to: (1) use, copy, sublicense, adapt, transmit, publicly perform, or display any such communication; and (2)

sublicense to third parties the unrestricted right to exercise any of the foregoing rights granted with respect to the communication, in each case including the right to exploit any proprietary rights in such communication, including but not limited to rights under copyright, trademark, service mark, or patent laws under any relevant jurisdiction, (B) absolutely and irrevocably waive in favor of Fantasia and its successors, licensees and assigns, all moral rights in respect of any such communications, and (C) execute and deliver such further documents and do such further acts and things as Fantasia may request for the purpose of giving effect to the foregoing.

DMCA

Under the Digital Millennium Copyright Act of 1998 (the "DMCA"), if you believe in good faith that any content on the Site infringes your copyright, you may send us a notice requesting that the content be removed. If properly notified, we will promptly remove materials from the Site in accordance with the DMCA. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide us with a written notice containing the following information:

1. Your name, address, telephone number, and email address (if any).
2. A description of the copyrighted work that you claim has been infringed.
3. A description of where on the Site the material that you claim is infringing may be found, sufficient for us to locate the material (e.g., the URL).
4. A statement that you have a good faith belief that the use of the copyrighted work is not authorized by the copyright owner, its agent, or the law.
5. A statement by you UNDER PENALTY OF PERJURY that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.
6. Your electronic or physical signature.

Please submit this information our designated DMCA agent at:

Rock Soul Inc.
530 Wilshire Blvd Ste 308
Santa Monica, CA 90401
The United States of America
E-Mail: Info@primarywave.com

Failure to include all of the above information, especially specific information about where infringing content may be found, will result in a delay in the processing of your DMCA notification and may result in your having to repeat some or all of the above process. There can be penalties for false claims under the DMCA. We suggest that you consult your legal advisor before filing a notice or counter-notice.

GENERAL PRACTICE & LIMITS

You also acknowledge that the Site may establish general practices and limits concerning use of the Site, including without limitation, limiting the maximum number of days that email messages, message board postings or other uploaded content will be retained by the Site, the

maximum number of email messages that may be sent from or received by an account on the Site, the maximum size of any email message that may be sent from or received by an account on the Site, the maximum disk space that will be allotted on the Site servers on your behalf, the maximum length of time that an IP address will be assigned for your use, the maximum throughput of traffic from the Internet or associated service (e.g., Usenet, email, web hosting), and the maximum number of times (and the maximum duration for which) you may access the Site in a given period of time. You agree that the Site has no responsibility or liability for the deletion, for failure to store or to deliver any messages and other communications, for the modification or malformation of data communications over the Site, or for other content maintained or transmitted by the Site. You acknowledge that the Site reserves the right to log off accounts that are, or disconnect a session that is, inactive for an extended period of time. You further acknowledge that the Site reserves the right to change these general practices and limits at any time without advanced notice.

PERSONAL INFORMATION

Personally identifiable information relating to you collected on the Site or Fantasia will be collected, used, maintained and disclosed in accordance with this Privacy Policy.

[Click here to see the official e-commerce merchandise store Privacy Policy](#)

LIMITATION OF LIABILITY

Except in jurisdictions where such provisions are restricted, in no event will the Site or Fantasia be liable for any indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profits, even if the Site or Fantasia has been advised of the possibility of damages. This disclaimer of liability applies to any and all damages or injury from any cause. These include, without limitation, damages or injury caused by failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction, or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortious behavior, negligence, or under any other cause of action.

INDEMNIFICATION

Except to the extent prohibited under applicable law, you agree to indemnify, defend, and hold harmless Fantasia, Artist, its record label, and their respective affiliated companies, officers, directors, employees, agents, licensors, and suppliers from and against all losses, expenses, damages, and costs, including reasonable legal fees, resulting from any violation by you of these Terms and Conditions. Fantasia and Artist reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you.

LITIGATION ISSUES

These terms and conditions are entered into in the Country of The United States of America and shall be governed by, and construed in accordance with, the laws of the Country of The United States of America applicable therein. You agree to submit to the non-exclusive jurisdiction of the

courts of the Country of The United States of America. You agree and acknowledge that your use of the Site, and all transactions occurring in connection with the Site, shall be deemed to have occurred and taken place solely in the Country of The United States of America. You further agree as follows: (i) any claim brought to enforce these terms and conditions must be commenced within two (2) years of the cause of action accruing; (ii) no recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and legal fees; and (iii) any claim must be brought individually and not consolidated as part of a group or class action complaint.

MISCELLANEOUS

In the event that any of the provisions of these terms and conditions are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these terms and conditions shall otherwise remain in full force and effect. These terms do not create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and us. If any provision of these terms is found to be unenforceable, that provision will not affect the validity and enforceability of any other provision. You may not assign, transfer or sublicense any or all of your rights or obligations under this Agreement without our express prior written consent. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. This Agreement hereby incorporates by this reference any additional terms that we post on the Site (including, without limitation, our Privacy Policy) and, except as otherwise expressly stated herein, this Agreement is the entire Agreement between you and us relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and us relating to such subject matter. Notices to you may be made via posting to the Site, by e-mail or by regular mail, in our discretion. We may also provide notice of changes to this Agreement or other matters by displaying such notices or by providing links to such notices. You agree that a printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. We will not be responsible for failure to fulfill any obligation due to causes beyond our control. Except as expressly set forth in the following sentence, nothing in this Agreement, express or implied, is intended to confer, nor shall anything herein confer on, any person other than the parties and the respective successors or permitted assigns of the parties, any rights, remedies, obligations or liabilities. Notwithstanding the previous sentence, you agree that our Affiliates and our and their respective Artists, Representatives and those Providers who are content owners and service providers from whom we have obtained a license or other rights to use their content and services, as applicable, in connection with the Site) are third-party beneficiaries under this Agreement with the right to enforce the provisions of this Agreement that directly apply to such parties. Notwithstanding the immediately preceding sentence, our right to enter into, rescind or terminate any variation, waiver or settlement under this Agreement is not subject to the consent of any third party.

Fantasia may modify these terms and conditions from time to time. You agree to be bound to the modifications and should therefore periodically visit this page to review the current terms and conditions to which you are bound.

GENERAL CONTEST RULES

Except to the extent set forth in the specific rules for a particular contest, these general contest rules will apply to all contests (“Contests”) conducted through the Site. To the extent that the specific rules for a particular Contest differ from these general Contest rules, the specific rules for that particular Contest will govern and control the conduct of such Contest.

Contests are subject to all applicable laws and regulations and are void where prohibited. Odds of winning depend upon the how the Contest is conducted. For random drawings, the odds of winning will depend upon the number of entries received.

The Contest holder (“Sponsor”) and its respective employees, affiliates and subsidiaries, advertising and promotional agencies, suppliers of prizes, material and services related to the Contest shall be referred to collectively as “Sponsor and its Agents.”

Unless otherwise specified, each Contest entrant must be 18 years of age or older at the time of entry, and a legal resident of where the contest is offered and possessions and where prohibited by law.

Sponsor and its Agents reserve the right to cancel or modify the Contest if fraud, technical failures, or any other factor impairs the integrity of the Contest, or for any other reason or for no reason, as determined by the Sponsor and its Agents in their sole discretion. In such event, Sponsor and its Agents reserve the right to (but are not required to) award the prizes at random from among all non-suspect, eligible entries received up to the time of the impairment or cancellation. Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process and to cancel, terminate, modify and/or suspend the Contest in the event of tampering or other circumstances, including but not limited to acts of God or civil disturbance that render it impractical or impossible to complete or fulfill the Contest as originally planned. By entering, you: (a) agree to release the Sponsor and its Agents from all liability, injuries, loss and/or damage of any kind arising from your participation in the Contest and the acceptance, possession and use/misuse of any prize; (b) agree to be bound by these Official Rules and the decisions of Sponsor and its Agents; and (c) give your express permission to be contacted by Sponsor and its Agents by email, mail or phone. By submitting an entry, you further consent to the use of your name, address, image, voice, likeness, statements, biographical material, as well as any additional photographic images, video images, portraits, interviews or other materials relating to you and arising out of your participation in the Contest (with or without using your name) in any media, whether now known or hereafter invented, throughout the world for any purpose whatsoever, without limitation, and without additional review, compensation, or approval from you or any other party (except if winner is a resident a jurisdiction where otherwise prohibited by law). If you are selected as a winner, prior to receiving the prize, you must agree to sign an affidavit to such effect, unless the winner is a resident of a jurisdiction where prohibited by law. Each winner is responsible for all federal, state and local taxes applicable to the acceptance and use of his/her prize. All applicable federal, state and local laws and regulations apply. The Contest is governed by laws of where the contest is offered and all claims must be resolved in where the contest is offered. You further agree that

any and all disputes, claims and causes of action arising out of or connected with the Contest or any prizes awarded shall be resolved individually without resort to any form of class action, and must be settled by binding final arbitration to be held in The United States of America, before a single arbitrator, pursuant to the commercial arbitration rules of JAMS, and governed exclusively by the laws of The United States of America. Should any of the provisions of the Contest rules be found to be invalid or unenforceable by any court of competent jurisdiction, that portion shall be deemed severed or restricted and the remainder of the Contest rules shall remain in full force and effect. The failure of Sponsor and its Agents to enforce any term of these rules shall not constitute a waiver of that provision.

You release, and agree to indemnify and hold harmless, Sponsor and its Agents, and their respective officers, directors, employees and agents (the "Released Parties") from and against all claims (known and unknown), liabilities, injuries, death, loss and/or damages of any kind arising from your participation in the Contest or the acceptance, possession or use or misuse of the prize. You assume all risks associated with the Contest or use or misuse of the prize, and you agree that the Released Parties will not be responsible or liable for any injury, harm, death, damages, costs or expenses.

ORDERS FOR PRODUCTS AND SERVICES

We may make certain products available to visitors and registrants of the Site. You may only do so if, and you hereby represent and warrant that you are 18 years old or older. You agree to pay in full the prices for any purchases you make either by credit/debit card concurrent with your online order or by other payment means acceptable to us. You agree to pay all applicable taxes. If payment is not received by us from your credit or debit card issuer or its agents, you agree to pay all amounts due upon demand by us. We reserve the right to cancel any order for any reason.

THIRD PARTY WEBSITES

You may be linked from the Site to third party websites ("Linked Sites"). For example, you may purchase products, some of which may be Artist products, on or through Linked Sites. You acknowledge and agree that we have no responsibility for the information, content, products, services, advertising, code or other materials which may or may not be provided by or through Linked Sites. Links to Linked Sites do not constitute an endorsement by us of such websites or the information, content, products, services, advertising, code, legal compliance, or other materials presented on or through such websites.

EMAIL MESSAGING.

We use [TailoredMail](https://tailoredmail.com) as our email messaging platform, a US firm that is EU/Swiss Privacy-Shield Certified. By subscribing to our email newsletter updates, the information you provide will be transferred to TailoredMail in accordance with their [Privacy Policy](http://e.tailoredmail.com/u/TailoredNews/53494-0-768720/128842/Privacy-Policy.htm). Your data is secure,

will not be shared with others, and in every newsletter email we send to you we include a link allowing you to opt-out and/or request removal of all your data.

ETC.

Copyright Fantasia, its suppliers, or licensors. All rights reserved.

FAN CLUB MEMBERSHIP AND EVENT TICKET PURCHASES

Where applicable, fan club membership may be required to purchase certain tickets offered via the Site. You may join the fan club by creating a Member Account on the Site through our online registration process and paying the appropriate fees. In creating a Member Account, you agree to: (i) provide true, accurate, current and complete information about yourself as prompted by the Site's registration process (such information being the "Registration Data") and (ii) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. Unless otherwise stated, memberships are for one year. We may change the terms of membership, including the fees, if you renew your membership. We will grant only one membership per person. If we determine that a single person or entity has joined (or attempted to join) more than once, or if we receive multiple membership applications from a single and/or cluster of e-mail addresses verified to single person or entity, or if we suspect "ticket scalping" or other improper behavior, we may cancel all applicable memberships and invalidate any tickets purchase via the membership(s).

We may offer certain tickets or ticket packages as a benefit to fan club members. Tickets purchased on our Site are typically subject to a per ticket service fee and a non-refundable per order processing fee. In many cases, delivery prices will also be owed. You may be limited to a specified number of tickets for each event (also known as a "ticket limit"). This ticket limit is posted during the purchase process and is verified with every transaction. This policy is in effect to discourage unfair ticket buying practices. We reserve the right to cancel any or all orders and tickets without notice to you if you exceed the posted limits. This includes orders associated with the same name, e-mail address, billing address, credit card number or other information.

We reserve the right at any time to suspend, modify or discontinue, temporarily or permanently, any portion of the Site or the club with or without prior notice. You agree that we will not be liable to you or to any third party for any suspension, modification or discontinuance.

We expressly reserves the right to immediately modify, suspend or terminate your account and refuse current or future use of any Site service, including clubs in the following situations: (a) if we in our sole discretion believe you have violated or tried to violate the rights of others; or (b) if we become aware of information indicating a safety concern for you, other Site users, or the general public, or (c) if we in our sole discretion, believe that you have acted inconsistently with the spirit or letter of the Terms of Service. Artist clubs and their benefits are offered at our discretion, and we have the right to modify or discontinue, temporarily or permanently, the Artist club service, in whole or in part for any reason, at its sole discretion, with or without notice to you. You agree that we will not be liable to you or any third party for any modifications or discontinuance of the Artist club service.

MASTER WEBSITE TERMS + CONDITIONS + PRIVACY POLICY

We, in our sole and absolute discretion, may terminate your access to the Site or your account for any reason, including, without limitation, your breach of these Terms, with or without notice to you and without liability to you or any third party. Upon such termination, we: (i) may immediately deactivate or delete your account and all related information and files in such accounts and/or bar any further access to such account or files, without liability to you or any third party for doing so or (ii) will not refund your membership or any other fees you have paid to the club. Orders are processed only after a billing address, and other billing information, has been verified. Occasionally, we receive incorrect billing or credit card account information for a ticket order that can delay processing and delivery. In these cases, we will attempt to contact you, using the information provided at the time of purchase. If we are unable to reach you after our initial attempt, we may cancel your order and may sell your tickets to another customer without further notice.

If you do not receive a confirmation number (in the form of a confirmation page or email) after submitting payment information, or if you experience an error message or service interruption after submitting payment information, it is your responsibility to confirm whether or not your order has been placed. Only you may be aware of any problems that may occur during the purchase process. We will not be responsible for losses (monetary or otherwise) if you assume that an order was not placed because you failed to receive confirmation.

Different combinations of delivery methods may be offered, depending on factors that include the venue or country where the event is to be held, the country in which you live, how much time is left before the event starts, and the nature of the demand for the event. Please carefully review the list of delivery methods offered. For security purposes, we can only ship tickets to the billing address on file with the credit card company that is used for your purchase.

Opening acts or guests may sometimes tour with headlining performers. We are not always made aware of opening acts or the length of their performances. Opening acts, as well as festival performers, are subject to change or cancellation at any time without notice. No refund will be owed if an opening act or festival performer is changed or canceled.

Before purchasing tickets, carefully review your selections. We will not issue exchanges or refunds after a ticket has been purchased or for lost, stolen, damaged or destroyed tickets.

Occasionally, concerts are canceled or postponed. Should this occur, we will attempt to contact you to inform you of refund or exchange procedures for that concert. For instructions on any canceled or postponed concert, please check the concert information online or contact us. If the event was moved or rescheduled, we may be able to substitute tickets with comparable or better seat locations at our discretion. Please contact us for more information if you cannot attend the rescheduled event.

You agree that you will not attempt to evade, avoid, or circumvent any refund prohibitions in any manner with regard to tickets you purchased. Without limiting the generality of the foregoing, you agree not contact to us seeking a refund or exchange from us when we are prohibited from providing one, and you will not dispute or otherwise seek "chargebacks" from your credit card company. Should you do so, your tickets may be canceled, and we may, in our sole discretion, refuse to honor pending and future ticket purchases made from all credit card accounts or online

MASTER WEBSITE TERMS + CONDITIONS + PRIVACY POLICY

accounts on which such chargebacks have been made, and may prohibit all persons or entities in whose name the credit card accounts exist and any person/entity who accesses any associated online account or credit card or who otherwise breaches this provision from using the Site.

If we are able to issue you a refund for a ticket due to a canceled or postponed event, we will issue a refund of the ticket's face value paid (or, for a discounted ticket, then instead the discounted ticket price paid) and all service fees. Delivery charges or any other amounts will not be refunded. If a refund is issued, it will be issued via the same method of payment used to purchase the tickets. We will not be liable for travel or any other expenses incurred in connection with a canceled or postponed event.

If the amount you pay for a ticket is incorrect, whether because of an error in a price posted on this Site or otherwise communicated to you, or you are able to order a ticket before its scheduled on-sale or presale date or you are able to order a ticket that was not supposed to have been for sale, then we have the right to cancel that ticket (or the order for that ticket) and refund to you the amount that you paid. This will apply regardless of human error or a transactional malfunction.

Event providers reserve the right, without refund of any amount paid, to refuse admission to, or eject, any person whose conduct management deems disorderly or who fails to comply with event provider rules. Breach of terms or rules will terminate your license to attend the event without refund. A ticket is a revocable license and admission may be refused upon refunding the ticket's face amount. A ticket is not redeemable for cash.

You understand that the event for which you purchase tickets is a public event, that your appearance and actions at the venue are public in nature, and that you have no expectation of privacy at the event. You hereby grant permission to the event provider(s) to utilize your name, image, likeness, acts, appearance, movements, and statements in any live or recorded audio, video, or photographic display or other transmission, exhibition, publication or reproduction made of, or at, the event (regardless of whether before, during or after performance) for any purpose, in any manner, in any medium or context now known or hereafter developed, without further authorization from, or compensation to, you or anyone acting on your behalf.

You and your belongings may be searched upon entering the event. You consent to such searches and waive any related claims that may arise. If you elect not to consent to such searches, you may be denied entry to the event without refund or compensation. Under certain venue rules, certain items may not be brought into the premises, including without limitation, alcohol, drugs, controlled substances, cameras, recording devices, laser pointers, strobe lights, and containers. Verify with the venue before your event.

Unlawful resale (or attempted resale), counterfeit or copy of tickets is grounds for seizure and cancellation without compensation. Certain maximum resale premiums and restrictions may apply in some states and we are not responsible for providing legal advice regarding resale or pricing of tickets. You are solely responsible for complying with all applicable ticket resale laws. In addition, we reserve the right to restrict or deny ticket purchasing privileges to any person or entity that we determine to be, or has been, in violation of our policies. Tickets may not be used

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for advertising, promotions, contests or sweepstakes, unless formal written authorization is given by us.

[Click here to see the official e-commerce merchandise store Privacy Policy](#)

PRIVACY POLICY

Last Updated June 30, 2022. We encourage you to review this Privacy Policy whenever you access the Site to stay informed about our practices and ways you can protect your privacy.

WHO WE ARE

This Privacy Policy explains the personal information protection practices of Fantasia, a company organized under the laws of The United States of America and whose principal physical office address is 360 Hamilton Ave Ste 100, White Plains, NY 10601, The United States of America. Where we refer to "Fantasia", "us" or "we", we mean Fantasia. As used in this Privacy Policy the term "Artist," means the artist featured on this Site.

We are committed to protecting and respecting your privacy and the following sets out the basis on which any personal information we collect from you, or that you provide to us, will be used and/or disclosed. Please read this Privacy Policy carefully to understand our views and practices regarding your personal information and how we will treat it. We gather various types of information, including information that identifies you as an individual ("Personal Information") from our users, as explained in more detail below.

CHILDREN / A SPECIAL NOTE TO PARENTS

You must be 16 years of age or older to register with our Site. Please do not register if you are under 16 years of age. If you use the Site, you affirm you are at least 16 years old. We do not knowingly collect or solicit personal information from anyone under the age of 16. If we learn that we have collected Personal Information from a child under age 16, we will delete that information as quickly as possible. If you believe that a child under 16 may have provided us Personal Information, please contact us at info@primarywave.com. Parents should supervise their children's online activities and consider using parental control tools available from online services and software manufacturers that help provide a child-friendly online environment. These tools can also prevent children from disclosing online their name, address, and other personal information without parental permission.

INFORMATION WE MAY COLLECT FROM YOU

When you use the Site or contact us we may collect and process the following data about you:

Information you give us, including:

- Forms filled out by you on the Site;
- Content of correspondence with us;
- Site registration;

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- Subscriptions or orders placed on the Site;
- Participation in discussion boards or other social media functions on the Site;
- Information from social media or other platforms when you sign on to or otherwise link our Site(s) with your Facebook, Twitter, Spotify, Google, Instagram, Tumblr or other online account;
- Entering a competition, promotion or survey;
- Reporting a problem or requesting support for the Site.

The information you give us may include your name, address, e-mail address and phone number, date of birth, payment information, personal description, photographs/images, or comments.

Information we collect about you:

On each of your visits to our Site, we may automatically collect the following information:

- Technical information, including IP address, login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform;
- Information about your visit, including the full URL clickstream to, through and from our Site (including date and time);
- Pages you viewed or searched for; page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), and methods used to browse away from the page.
- We may also use cookies or other tracking technologies from third parties on our Site. Please see our Cookies Policy for more information.
- We do not collect certain information about you unless you choose to expressly consent to sharing it with us.

INFORMATION WE COLLECT FROM OTHER SOURCES

We may receive information about you if you use any of the other websites operated by our affiliates. In this case we will have informed you when we collected that data that it may be shared internally and combined with data collected on this Site.

Third party business partners and vendors such as technical services, payment and delivery services, advertising networks, analytics providers, search information providers, or other service providers may provide information about you when performing their services for us.

Information we receive with your consent may include email address, first and last name, location (city and country), gender, date of birth, likes, content played, posts or other activity.

Please review your privacy settings to control what information is provided to us through this option.

Our Site may include features that allow you to post content or otherwise interact with third party services, such as social media. Our use of information collected by us is governed by this Privacy Policy. The collection and use of information by the third-party service who provides such functionality is governed by that third party's privacy policy.

HOW WE COLLECT YOUR INFORMATION

(a) From you

We may collect and process personal information relating to you if you provide such personal information by filling in forms on our site or by you contacting us. This includes, but is not limited to, information provided at the time of registering to use (or become a member of) our site, subscribing to any services (for example, email or SMS newsletters), purchasing downloads or other products, posting material or requesting further services.

(b) Via cookies, web beacons or clickstream data

Some information may automatically be collected as you browse our site. Our web server automatically collects information known as "clickstream data," such as the domain name of the service providing you with Internet access, the Internet protocol (IP) address used to connect your computer to the Internet, your browser type and version, operating system and platform, the average time spent on our site, pages viewed, information searched for, access times and other relevant statistics. In addition, we may use cookies to collect information relating to your general internet usage. This information may include IP-addresses, browser version, number of visits and similar such information relating to your navigation of the internet and our site. A 'cookie' is a small text file that is placed on your computer's hard drive. Cookies help us to improve our site and to deliver a better and more personalized service, for instance by storing information about your preferences and allowing us to recognize you when you return to our site. You may refuse to accept cookies by activating settings on your internet browser or reviewing the options in the Cookie Policy below. However, please note that if you select such settings you may be unable to access certain parts of our site. Certain pages on our site may also contain "web beacons" (also known as Internet tags, pixel tags or clear GIFs). Web beacons may allow third parties to obtain non-personally identifiable information such as the IP address of the computer that downloaded the page on which the beacon appears, the URL of the page on which the beacon appears, the time the page containing the beacon was viewed, the type of browser used to view the page, and the information in cookies set by the third party. We use log files to store the data that is collected through web beacons.

COOKIE POLICY

We use cookies and other tracking technologies for the following purposes:

- Assisting you in navigation;
- Assisting in login and your ability to provide feedback;
- Analyzing your use of our products, services or applications;

- Assisting with our promotional and marketing efforts.

Below is a list of the cookies we use on our Website. Our Website is scanned with our cookie scanning tool regularly to maintain a list as accurate as possible. We classify cookies in the following categories:

- Strictly Necessary Cookies
- Statistics Cookies

You can opt-out of each cookie category (except Strictly necessary cookies) by clicking on the “Cookie Settings” button below:

[Change cookie settings here](#)

[Change cookie settings here](#)

STRICTLY NECESSARY COOKIES

These cookies are necessary for the website to function and cannot be switched off in our systems. They are usually only set in response to actions made by you which amount to a request for services, such as setting your privacy preferences, logging in or filling in forms.

You can set your browser to block or alert you about these cookies, but some parts of the site will not work. These cookies do not store any personally identifiable information.

STATISTICS COOKIES

These cookies allow us to count visits and traffic sources so we can measure and improve the performance of our site. They help us know which pages are the most and least popular and see how visitors move around the site. They may be set by us or by third party providers whose services we have added to our pages. They may be used by those companies to build a profile of your interests and show you relevant adverts on other sites.

They do not store personal information directly, but are based on uniquely identifying your browser and internet device. If you do not allow these cookies, you will experience less targeted advertising.

Google Analytics

Facebook API

ShareThis

ADCHOICES

We and our partners use multiple tracking tools to better understand our customer's interests and website visitors. These may include browser cookies, web beacons, and similar technologies. We use these technologies to:

Identify new and past customers.

Serve tailored advertising content by observing your behaviors and browsing history over time on this website and across third party websites.

Improve our websites and user experience.

Some browsers can be set to reject cookies. To control flash cookies*, which we may use on certain websites from time to time, you can go [here](#). NOTE: If you block cookies on your browser, certain features on our sites might not work.

*Flash cookies cannot be controlled through your browser settings.

Occasionally we partner with digital advertising companies to show you relevant ads. This could include our ads served on other companies' websites or apps. Ads may also appear in emails. We may serve these ads, or third parties may serve them. They might be about our products or another companies' products. These ads may be based on information collected by us or third parties based on your activities on our Sites, or on third party sites (ex: when you register for a site). We use the information you make available to us when you interact with us, our partners, or third parties. We gather this information using the tools described above. We may work with third parties to help gather this information. These third parties may attach your name or email address to other information they collect about you. This might include past purchase or online usage information.

The Digital Advertising Alliance offers a tool for opting out of the collection of cross-app data on a mobile device for interest-based advertising. To learn more, [download the Appchoices app](#).

To learn more about these advertising technologies and your choices regarding them, please visit aboutads.info/choices.

If you live in the EU and would like to learn more about these advertising technologies and your choices regarding them, please visit youonlinechoices.eu.

TRANSMISSION OF YOUR INFORMATION VIA THE INTERNET

The general transmission of information via the internet may not be completely secure. Any transmission is therefore made at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorized access. We use industry standard technology to maintain the confidentiality and accuracy of the personal information you provide to us. We periodically review our security measures to ensure the security of your information. However, we cannot guarantee that any information you submit to us will be free from unauthorized third-party intrusion. Where we have given you (or where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential. Do not share the password with anyone.

HOW YOUR INFORMATION MAY BE USED

We may use information held about you in the following ways:

- To provide our Site to you, including internal operations, troubleshooting, data analysis, testing, research, security, safety, and statistical purposes;
- To provide you with information about affiliated artists, content, or promotions;
- To provide you, or permit selected third parties to provide you, with information about goods or services, including through interest-based advertising;
- To carry out our obligations arising from any agreements entered into between you and us and to provide you with the information, products and services that you request from us;
- To improve our Site to ensure that content is presented in the most effective manner for you and for your computer;
- To notify you about changes to our Site or to manage your access to the Site;
- To respond to your queries;
- To allow you to interact with our Site, for example by posting comments;
- To allow you to share information from our Site on third party social media platforms;
- To comply with legal and regulatory requirements.
- To help protect you and others, we monitor use of our sites, and we use the information we collect, including personal information, to identify fraudulent activities and transactions; prevent abuse of and investigate and/or seek prosecution for any potential threats to or misuse of our sites; ensure compliance with the applicable terms of service and this Privacy Policy; investigate violations of or enforce these agreements; and otherwise to protect the rights and property of Artist and Fantasia, and Artist's and Fantasia's respective partners, and customers. Monitoring may result in the collection, recording, and analysis of online activity or communications through our sites. If you do not consent to these terms and conditions, you must discontinue your use of our site.
- We may combine information we receive from other sources with information you give to us and information we collect about you. We may use this combined information for the purposes set out above;

DISCLOSURE OF YOUR INFORMATION

We do not rent or sell your Personal Information to anyone. We may share and disclose information (including Personal Information) about our customers in the following limited circumstances:

1. Vendors, consultants and other service providers: We may share your information with third party vendors, consultants and other service providers who we employ to perform tasks on our behalf. These companies include:

| Name | Website | Why Required |
|---------------------|---|--------------|
| Epic Rights | http://www.epicrights.com/ | Marketing |
| Sparkart Group, Inc | https://www.globalmerchservices.com | Marketing |
| Ticketmaster | https://www.ticketmaster.com | Marketing |
| Sony Music | https://www.sonymusic.de | Marketing |

| | | |
|------------|---|-----------|
| LiveNation | https://www.LiveNation.com | Marketing |
| Tunespeak | https://www.tunespeak.com/ | Marketing |

2. If we have received your Personal Information and subsequently transfers that information to a third-party agent or service provider for processing, we shall remain responsible for ensuring that such third-party agent or service provider processes your Personal Information to the standard required by our privacy shield commitments (see the “International Data Transfers” section). Unless we tell you otherwise and you consent, our vendors do not have any right to use the Personal Information we share with them beyond what is necessary to assist us.
3. Where such disclosure is permitted by applicable law and where you have affirmatively opted in, third party partners who conduct joint marketing, product or services activities with Artist or its affiliates, including information collected outside such joint activities;
4. Aggregated and anonymized data, or data where personally identifiable information has been removed, may be provided to advertisers, advertising networks and social networks that require the data to select and serve relevant advertisements to you and others. We may also use aggregate information to help advertisers reach the kind of audience they want to target. We may make use of information we have collected from you to enable us to comply with our advertisers' wishes by displaying their advertisement to that target audience;
5. Analytics and search engine providers that assist us in the improvement and optimisation of our Site.
6. If the Artist that controls this Site or substantially all of its assets is acquired by a third party, in which case personal information held by it may be one of the transferred assets and may be disclosed to potential buyers;
7. If we are under a duty to disclose or share your personal information in order to comply with any legal obligation, in response to a lawful request by public, or in order to enforce or apply our terms of use and other agreements; or to protect the rights, property, or safety of Artist or its affiliates, our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction;
8. To any other third party with your prior consent to do so.

STORAGE AND TRANSFER OF DATA

Personal Information you submit on the Site or through the Services is sent to the United States and will be primarily processed by us in the United States and potentially in other countries, on our servers or on our hosted service providers cloud servers on our behalf. These countries may not have similar data protection laws to those in your country of residence. However, we will always protect your information in accordance with this Privacy Policy wherever it is processed. To request this capability, contact Info@primarywave.com. All the information you provide may be processed and stored, transferred or accessed by entities as described in this policy. By submitting your information and using our Site, you consent to this transfer, storing or processing, consistent with applicable law. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy. The security of your personal information is important to us. We have implemented appropriate technical, administrative, and physical controls to protect information about you. Where we have given you (or where you have chosen) a password which enables you to access certain parts of our Site, you are responsible for keeping this password safe. Do not share a password with anyone.

YOUR RIGHT TO OBTAIN YOUR INFORMATION

This Privacy Policy is intended to provide you with information about what personal data the Site collects about you and how it is used. If you have any questions, please contact us at Info@primarywave.com.

You may request information about: the purpose of the processing; the categories of personal data concerned; who else outside the Site might have received the data from us; what the source of the information was (if you didn't provide it directly to us); and how long it will be stored. You have a right to correct or rectify your personal data maintained by us if it is not accurate. You may request that we erase that data or stop processing it, subject to some exceptions. You can also request that we stop using your data for direct marketing purposes. In most jurisdictions, you have the right to register a complaint with the appropriate data protection authority if you have concerns about how we process your personal data. When technically feasible, we will—at your request—provide your personal data to you or transmit it directly to another controller.

Reasonable access to your personal data may be provided upon request made to us at Info@primarywave.com. If access cannot be provided within a reasonable time frame, we will provide you with a date when the information will be provided. If for some reason access is denied, we will provide an explanation as to why access has been denied.

UPDATE YOUR INFORMATION (EXERCISE DATA SUBJECT RIGHTS)

You may update, correct or delete information about you at any time by emailing us at Info@primarywave.com. We will retain your personal information for the amount of time necessary to fulfill purposes outlined in this Privacy Policy. If you wish to remove your information, please email us at Info@primarywave.com, but note that we may retain certain information as required by law or for legitimate business purposes. We may also retain cached or archived copies of information about you for a certain period of time. We will respond to your access request within 30 days.

We will retain your information for as long as your account is active or as needed to provide you services. We will retain and use your information to comply with our legal obligations, resolve disputes and enforce our agreements.

We will retain personal data we process on behalf of our customers as directed by paying customers. We will retain this personal information as necessary to comply with legal obligations, resolve disputes, and enforce agreements.

Upon request, we will provide you with information about whether we hold, or process on behalf of a third party, any of your personal information of which we are aware. To request this information, contact us at Info@primarywave.com.

You can accept or reject cookies through our Privacy Preference Center, accessible by clicking the “Cookie Settings” button in our Cookie Policy. You can also do so by adjusting your web browser controls. Please consult our Cookie Policy for more information about our use of cookies and how to accept and reject them.

You can opt out of receiving promotional and newsletter emails from us by following the opt-out instructions provided in those emails. You may also opt-out of receiving promotional emails and other promotional communications from us at any time by emailing Info@primarywave.com with your specific request. If you opt out, we may still send you non-promotional communications, such as security alerts and notices related to your access to or use of Site services or those about your online account or our ongoing business relations.

If you would like to access, review, update, rectify, and delete any Personal Information we hold about you, or exercise any other data subject right available to you under the EU General Data Protection Regulation (GDPR), you can. email Info@primarywave.com. Our Privacy team will examine your request and respond to you as quickly as possible.

Please note that we may still use any aggregated and de-identified Personal Information that does not identify any individual and may also retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

California Residents: under California state law, California residents who have an established business relationship with the Site may choose to opt out of our disclosure of personal information about them to third parties for direct marketing purposes. If you choose to opt-out at any time after granting approval email Info@primarywave.com.

OTHER WEBSITES

Our Site may contain links to other websites which are outside our control and are not covered by this Privacy Policy. If you access other sites using the links provided, the operators of these sites may collect and process information from you in a way which is different to how we do so. Please review the Privacy Policy notices on those sites for further details.

CHANGES TO OUR PRIVACY POLICY

We may modify, alter or otherwise update this Privacy Policy at any time. We will indicate any changes by updating the date at the top of the policy. We encourage you to review this policy from time to time. Any changes we make will be effective immediately when we post a revised version of these Terms on the Site. The "Last Updated" date above will tell you when this policy was last revised. By continuing to use this Site after that date, you agree to the changes. If you do not agree to this Privacy Policy, do not continue to use the Site. We will alert you to material changes by, for example, placing a notice on our Websites and/or by sending you an email (if you have registered your e-mail details with us) when we are required to do so by applicable law.

ONLINE PRIVACY POLICY ONLY

This online Privacy Policy applies only to information collected through our Site and not to information collected offline.

CONTACTING US

If there are any questions regarding this Privacy Policy, you may contact us using – Info@primarywave.com