

**THE BUTTE CENTER FOR THE PERFORMING ARTS, INC.**

**Terms of Use and Refund Policy**

**Effective, September 29, 2010**

1. This Terms of Use and Refund Policy (“the Terms”) is issued by The Butte Center for the Performing Arts, Inc. (“BCPA”, “we”, “our”) and is subject to change at anytime without notice. A current copy of the Terms will be posted at this website location for review.
2. Any person or entity (“user”, “you”, “your”) utilizing this website and/or any sub-host domain websites operated by BCPA or third party vendors in order to purchase tickets by any means shall be bound by the Terms in their entirety without exclusion or compromise.
3. **All sales are final. No request for cancellations, changes or refunds will be accepted or processed, except as expressly provided in Section 8 of the Terms.**
4. If your tickets are to be mailed, you should receive them within a reasonable amount of time, generally 7 to 10 days. If you do not, immediately contact BCPA personnel no later than 12:00 noon MT on the day of a weekday performance or no later than 12:00 noon MT on the last business day prior to a Saturday, Sunday or holiday performance to insure proper attention and resolution. Failure to notify BCPA personnel you have not received tickets as outlined in this Section may result in your being denied access to BCPA.
5. If your tickets are to be held at Will Call, tickets will be at the BCPA box office at the time of performance. The box office is typically open no later than 2-hours before performance-event time. To pick up tickets at Will Call, you must have the credit card used for the purchase of the tickets with you as identification. If someone else is picking up the tickets, either that same credit card or a photocopy of same with an authorization note from the ticket purchaser must be presented at Will Call. A copy of the ticket order confirmation and the

confirmation number should be presented when picking up tickets from Will Call.

6. In the event a performance and/or event is either cancelled or postponed, BCPA may as a courtesy and time permitting post a notice thereof on this website. Failure of BCPA to post such notice does not constitute a breach of any of the Terms herein or in anyway affect BCPA's rights as outlined in Sections 7 and 8 of the Terms.
7. BCPA cannot be held responsible for any cost, loss or damage as a result of any performance and/or event being postponed or cancelled for any reason. Similarly, the conduct of events and performances for tickets purchased is the sole responsibility of the performance-events' organizers and third party venue operators, BCPA cannot be held responsible or liable for injuries, loss or damages incurred by patrons while attending any performances and/or events.
8. Refunds on tickets purchased are made for a cancelled or postponed event only. In all instances when a ticket is refunded, only the face value of the ticket is refunded; ticket processing surcharges charged by BCPA and/or its third party ticket processor will not be refunded. If a refund is approved and granted for a ticket purchase, the refund shall be made back to the original funding source only. Purchases made by check can only be refunded after the check has cleared and good funds deposited in our bank, but no sooner than 12 business days after the check was deposited to our bank. Refunds to users who paid by cash or check will be paid by BCPA check only. Approved refunds shall be made by BCPA with in 30-days of refund approval. Refunds made back to credit and debit cards are subject to the credit/debit card issuers policies for processing account credits. BCPA has no control over how long it takes a user's credit/debit card issuer to credit their account with a refund processed by BCPA. In order to qualify for a ticket refund we must receive your refund request at our Box Office by one of the following methods **NOT LATER THAN 10 CALENDAR DAYS FOLLOWING THE ORIGINALLY SCHEDULED DATE OF THE EVENT**. Late refund requests will not be honored or processed, absolutely no exceptions.
  - a. Telephone: 406.723.3602
  - b. Fax: 406.782.2362

- c. E-mail: [refunds@buttearts.org](mailto:refunds@buttearts.org)
- d. By Certified Mail: Butte Center for the Performing Arts, Inc.  
Attention: Refunds  
P.O. Box 522  
Butte, MT 59703
- e. In person: Butte Center for the Performing Arts, Inc.  
Box Office (Mother Lode Theatre)  
316 West Park Street  
Butte, MT 59701

9. All users purchasing tickets for performances and/or events held at the BCPA must do so in the light of the above limitations; and by purchasing such tickets user hereby agrees to the Terms in effect at the time of user's ticket purchase(s). If you do not agree to the Terms herein do not purchase tickets to any performance and/or event held at the BCPA.

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