

## **Bushnell Gift Cards Terms and Conditions**

### **Agreement**

These terms and conditions (the "Bushnell Gift Card Terms and Conditions") set forth the terms and conditions between you and The Horace Bushnell Memorial Hall Corporation ("The Bushnell") governing the issuance and use of gift cards sold by The Bushnell ("Bushnell Gift Cards"). By using, or permitting anyone to use a Bushnell Gift Card, you agree to these terms and conditions. The terms, "we," "us," and "our" mean The Bushnell and "you" or "your" mean the person that purchased the Bushnell Gift Card from us, anyone receiving the Bushnell Gift Card, and anyone using the Bushnell Gift Card.

### **Redemption**

Bushnell Gift Cards may be redeemed only in connection with the purchase of tickets, food or beverage at The Bushnell Box Office, any Bushnell theater bar or the Horace Bushnell Suite, each of which is located at The Bushnell Center for the Performing Arts, 166 Capitol Avenue, Hartford, Connecticut 06106. Bushnell Gift Cards are not credit or debit cards, nor redeemable for cash. Purchases are deducted from your Bushnell Gift Card balance. If an order exceeds the available amount of any Gift Card, the balance must be paid with cash, a credit card or other available payment method. To verify a Bushnell Gift Card balance, please call 1-800-242-5353.

### **Limitations**

Bushnell Gift Cards cannot be redeemed for purchases from third-party sellers who may be selling products from time to time at The Bushnell Center for the Performing Arts or otherwise, including without limitation purchases from tickets.com and show related merchandise. From time to time, certain tickets, food or beverage may be identified as ineligible for purchase with Bushnell Gift Cards. Please check this page for the most current list of ineligible items or ask at The Bushnell Box Office, The Bushnell bars or the Horace Bushnell Suite. Bushnell Gift Cards cannot be used to purchase other gift cards. Bushnell Gift Cards cannot be returned, resold, transferred for value, redeemed for cash or applied to any other account, except to the extent required by law.

### **Risk of Loss**

The Bushnell is not responsible if a Bushnell Gift Card is lost, stolen, destroyed or used without your permission. All sales are final. Exchanges are limited and subject to availability.

If you have any questions, please call The Bushnell Box Office at 860-987-5900.

### **Fraud**

The Bushnell will have the right to close customer accounts and request alternative forms of payment if a fraudulently obtained Gift Card is redeemed or used to make purchases.

### **Limitation of Liability**

THE BUSHNELL MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO GIFT CARDS, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

### **Disputes**

Any dispute relating in any way to any Bushnell Gift Card in which the aggregate total claim for relief sought on behalf of one or more parties exceeds \$7,500 shall be adjudicated in any state or federal court in Hartford County, Connecticut, and you consent to exclusive jurisdiction and venue in such courts.

### **General Terms**

The Bushnell Gift Cards are issued by The Bushnell. When you purchase, receive or redeem a Bushnell Gift Card, you agree that the laws of the State of Connecticut, without regard to principles of conflict of laws, will govern these Bushnell Gift Card terms and conditions. The Bushnell reserves the right to change these terms and conditions from time to time at its discretion. All terms and conditions are applicable to the extent permitted by law.