



Terms and Conditions

Use of Website

All users must be 18 years of age or older.

Some events on our website are created and administered by third party sellers thereby limiting the control and guarantee of DragSwag. By agreeing to the terms and conditions below users are waiving any right to litigation and accept the inherent risk of purchasing from third parties. Fraudulent activity will result in account suspension of the offending party and void any warranties or guarantees. All terms are governed by the laws of the State of Alabama.

Cookie Policy

Dragswag uses cookies to transfer data within the website. These cookies are required. By using the DragSwag website you consent to their use. These cookies do not track or log data across websites. Some third party cookies may be implemented for certain functions. Google Maps, Paypal and Facebook cookies may be implemented from this website for certain functions. These cookies are not governed by this policy and are the sole responsibility of Google Inc, Paypal Inc, and Meta Inc.

Privacy Policy

All information transmitted from DragSwag to the user will remain the property of DragSwag. Any misuse of this information will result in account suspension, deletion, and/or a ban from the platform. All sensitive information including but not limited to social security numbers, EIN numbers and tax data is transmitted securely and encrypted before storage. Payment information is stored and processed by PayPal Inc, and is governed by their terms and conditions. User email addresses, names and location may be shared with ticket sellers to compile mailing lists that must allow the user the option to "opt out" or be removed from these lists. By using the DragSwag website and clicking agree you are waiving all rights to any control of data submitted to DragSwag.

Ticket Selling

Users selling tickets to local events or shows must do so in a responsible and professional manner. DragSwag shall have the right to remove any content that does not meet the requirements of service. Illegal, Obscene, Offensive material may be reviewed and removed at anytime. There shall be no appeal process once material is removed. Any account that proves problematic may be suspended at anytime. Information collected by DragSwag on behalf of the

seller shall remain under the full control and authority of DragSwag. Users shall have no right to use the DragSwag platform but shall enjoy the privilege at the sole discretion of DragSwag.

Funds collected by DragSwag on behalf of the seller shall remain the property and responsibility of DragSwag until 24 hours after the end time of your event. DragSwag shall issue refunds in accordance with the Refund Policy. DragSwag shall issue a balance transfer via PayPal upon request so long as the Event has concluded; is in good standing and no complaints or refunds are pending. The balance shall at all times consist of the Ticket price and not include fees, or taxes; that shall remain the property and responsibility of DragSwag.

W9 Policy

Law requires that any entity who transfers more than \$600 in any given year to any other entity collect W9 information and file a 1099 with the IRS. You are required to complete a W9 form before you can sell any tickets via DragSwag. This information will only be utilized should you meet the filing threshold of \$600 dollars in sales per year. All W9 data is encrypted and stored securely.

Ticket Refund Policy

Third party sellers must accept and agree to the following terms as outlined by DragSwag. Failure to submit to these terms will result in account suspension and forfeiture of all funds held within their account.

- I. Full refunds requested from DragSwag are only valid on unused tickets 48 hours prior to the show date and show time printed for events that are in good standing and have not been canceled, after such time has passed all refunds, warranties, expressed or implied are void. Certain ticket types may be non-refundable. All non-refundable tickets will denote this on the ticket itself and on the ticket page that is visible before purchase.
 - For incidental refunds DragSwag will issue full refunds excluding PayPal fees as per PayPal policy.
- II. Refunds will not be issued for tickets where the ticket holder does not meet age requirements for age-restricted events.
 - This applies to all events that require patrons to be of a minimum age to participate.

- Age-restricted events must notify customers on the DragSwag ticket page for this section to be enforced.

III. Refunds will not be issued if you are turned away due to dress code when applicable.

- This applies to all events that require patrons to wear specific attire to participate.
- Show administrators must notify customers on the DragSwag ticket page that a dress code will be enforced and explain requirements or direct customers where to find the necessary information for this section to be enforced.

IV. It is the ticket holder's responsibility to insure all requirements are met for entry.

- Ticket holders must follow all guidelines and rules of the event.

V. Ticket void and refund forfeit if a ticket is copied or barcode is tampered with.

- It is the responsibility of the ticket holder to insure the integrity of their ticket.
- Tickets that have been copied resulting in multiple circulating versions are no longer original tickets issued by DragSwag and will not be honored for entry or refund.
- Tickets that are altered; are fraudulent and will not be honored or refunded. All tickets are valid for one person only.

VI. In the case of event cancelation DragSwag will not issue full refunds, PayPal fees are withheld as per PayPal policy, and refunds issued. It is the responsibility of the show administrator to issue additional refunds or make good this ticket for replacement event.

- Due to PayPal's current policy DragSwag will not refund Paypal fees for purchases when an event is canceled except where the administrator has made arrangements for us to do so.
- Should fraud occur, DragSwag will attempt to recover funds on behalf of the customer. If we are unsuccessful the administrator will lose access to DragSwag's ticket system and the authorities alerted.
- DragSwag fees are always refunded.

It is DragSwag's policy to insure everyone is treated fairly and that we are honest with all customers. DragSwag Tickets is a third party service that is limited by the first party and their actions. We work to insure that everyone is safe when using this system and we will strive to insure our integrity, honesty, and fairness. If you have questions or concerns contact DragSwag at policy@dragswag.co and we will help you in any way possible.

Indemnification

User waives any right to litigation and agrees defend, indemnify, and hold harmless DragSwag, DragSwag Affiliates, and each of their respective directors, officers, employees, and agents from and against any and all third-party claims, demands, and liabilities, including reasonable attorneys fees, resulting from or arising out of: (i) any breach of representations and warranties in this Agreement; or (ii) failure to comply with obligations under any and all laws, rules or regulations applicable under this Agreement; or (iii) any data breach resulting in unauthorized use of customer or user data.

By checking the agree box you are acknowledging that you have read and understand all terms in this agreement.