



Find your Jewish center

6600 W Maple Rd
West Bloomfield Township, MI 48322
(248) 661-1000 | thejdetroit.org



Includes COVID-19 Participant Waiver For In-Person Events

Before you proceed to purchase tickets, we strongly recommend you read and agree to the following terms and conditions:

In these Terms and Conditions, the following terms have the meanings given:

- a. **Terms and Conditions:** these general terms and conditions of The Jewish Community Center of Metropolitan Detroit (“JCC”) ticket office at The Berman Center for the Performing Arts (“The Berman CPA”).
- b. **Event:** the organized event, such as an event of a musical, cultural, streaming, educational and/or recreational nature for which the JCC sells tickets, collects registration data, or provides event access both in-person and across digital platforms.
- c. **Organizer:** the natural person who or legal entity that produces or organizes an event and is responsible for it.
- d. **Holder, bearer, purchaser, customer:** the natural person with whom or legal entity with which the JCC enters into a contract concerning an event or to whom or which the JCC makes an offer for the purpose of doing so.
- e. **Contract:** the contract between the JCC and the customer for the acquisition of tickets for events.
- f. **Ticket:** the document that serves as an admission ticket for an event, including an electronic ticket.
- g. **Seller, issuer, provider:** The Jewish Community Center of Metropolitan Detroit (“JCC”) ticket office at The Berman Center for the Performing Arts (“The Berman CPA”).

By opting to purchase, allocate or possess these tickets, you automatically agree to our terms of use. If you have problems with any of the clauses listed below or do not agree with the risk allocations mentioned here, please do not purchase tickets or try to enter the premises utilized for this event.

Please note that the seller reserves the right to make changes, revisions, and amendments, or add/remove sections from this set of terms and conditions – without any prior notifications to you. Such changes will be duly reflected at <https://theberman.org/home/ticketoffice>. These changes will relate back to the date of purchase for these tickets.

The ticket you purchase represents a revocable one-day membership to the JCC on the date of the ticketed event and a revocable license for you to access the event named on the ticket on the date assigned to that event. The license includes the revocable right to utilize accessible amenities included with membership at the JCC and attend the event and can be revoked at any time by the issuer at its sole discretion, without any prior notifications or compensation options. If the license is revoked, you will not be granted free access to amenities included with membership or entry at the venue.

The bearer must assume full responsibility of the ticket(s) once they receive the ticket(s). The JCC has no liabilities – financial, legal, or otherwise – in case the delivered tickets are stolen, lost, damaged, destroyed or rendered unusable in any other way.

Kindly note that <https://jccdet.csstix.com/> is the sole authorized source for purchasing tickets listed therein. If you obtain your ticket(s) from any other unauthorized source, you take on the risks of those tickets turning out to be counterfeit or reported to be stolen. The issuer has the right to dishonor such stolen/counterfeit tickets and declare them as void.



Find your Jewish center

6600 W Maple Rd
West Bloomfield Township, MI 48322
(248) 661-1000 | thejdetroit.org



The tickets delivered to you are not meant to be used for illegal reselling, copying, reproducing, or misrepresenting in any form. You cannot use the ticket(s) for any promotional/advertising purposes either (*including sweepstakes and competitions*) without our prior approval. Any proven record of such activities will result in immediate seizure and cancellation of your ticket(s).

Tickets cannot be redeemed against cash, credits, or any other benefits.

The JCC has the right to investigate if there has been any violation of the ticketing terms and conditions. In case of any conflicts, the decision of JCC will be deemed final (*i.e., the issuer will remain the final arbiter in cases of disputes*).

Event Cancellation/Postponement and exchange or refund policies

The event service will be deemed to have been delivered in its entirety as soon as the event starts. From that point on, no refund requests will be entertained.

If you are not able to access any part of the event due to unforeseen delays, organizer policies, weather-related problems, emergencies, venue shutdown/evacuation or any other reason, you will not be eligible for any refunds or future credits.

If the event is cancelled in its entirety due to any unforeseen circumstances, the organizer of the event has the sole and absolute right to reschedule the event or issue a partial/full refund. Please note that the decision of the issuer in such cases will be deemed final and binding.

If the event is cancelled due to any factors or causes not in the control of the organizer, the seller will offer a partial or full refund, or postpone the event, or provide a comparable 'make good' option. These factors will be inclusive of, but not limited to, natural disasters, federal/state announcements, strikes, delays in production, pandemic, and the like. Once again, the decision of issuer will be considered final.

In case the event is fully canceled, the refund, if issued, will include ONLY the face value/printed value of the ticket(s). The bearer cannot, under any circumstances, claim refunds on shipping fees, processing fees, handling fees, and such other charges.

All ticket sales are deemed as FINAL TRANSACTIONS. There will be no ticket returns/exchanges/cancellations.

Please note that you are purchasing tickets on your own free will. As such, you do not have the right to initiate a chargeback claim or dispute on the provider of the credit card/debit card that had been used for the transaction. Further refund, return, or cancellation requests will not be entertained either.

Customer Data Collection and Assumption of Risk and Waiver of Liability Relating to Event Participation

By purchasing tickets and presenting the same at the venue, you give your consent for the JCC of Metropolitan Detroit and its ticket office to collect certain information about yourself (*name, address, phone, email, etc.*) for verification and storage. This information may be used for marketing purposes related to JCC/Berman CPA events and will not be shared with any other outside agency or affiliate.

By purchasing tickets or registering for an event hosted, purchased from, or produced by another company utilizing a JCC venue or the services of the JCC ticket office to support their event, you give your consent for the JCC of Metropolitan Detroit and its ticket office to share certain information about yourself including, but not limited to, name, address, and email for their use and storage. This information may be used for marketing purposes related solely to the hosting organization or business and may not be affiliated to JCC/Berman CPA.



Find your Jewish center

6600 W Maple Rd
West Bloomfield Township, MI 48322
(248) 661-1000 | thejdetroit.org



By purchasing tickets or registering for an event, you give your consent for the JCC/Berman CPA ticket office to use the phone number collected to be automatically opted-in to text messaging services. This text messaging will be used to send tickets, links to tickets, inform customers of changes to their tickets, give notice to schedule changes for the event they are participating in, and to provide assistance when reaching out to ticket office directly for assistance.

You hereby agree to forego all types of surcharge claims – full or in part – and all claims & entitlements related to it.

Assumption of Risk and Waiver of Liability Relating to Event Participation

The JCC does not take any responsibility to personal/financial damages caused to you at the venue, or for any items lost/stolen/misplaced at the venue. Financial reimbursement claims on these counts will not be entertained.

The JCC follows a common ‘zero-tolerance policy’ towards unauthorized drug usage or carrying at the venue, AND towards any type of behavior/actions that can be interpreted as lewd, obscene, or violent. If you are found in possession of prohibited items and/or if you indulge in any objectionable action while on the premises, your participation in the event will be terminated immediately. Your event ticket(s) will become void from that point on.

Force Majeure

Force majeure is taken to mean any failure of performance that cannot be attributed to the JCC because it is blameless in the matter and cannot be blamed in terms of the law, a legal act or generally accepted standards.

Without prejudice to its other rights, the JCC has the right in the case of force majeure, at its own discretion, to suspend performance of the purchaser’s order or to terminate the contract, without judicial intervention being required, by informing the customer of such action in writing and without the JCC being obliged to pay any compensation unless such action is unacceptable according to principles of reasonableness and fairness in the given circumstances.

In all cases of disputes between the ticket-bearer and the ticket-issuer, the decision of the latter will be deemed final. In case a dispute cannot be resolved, the help of an independent third-party arbiter will be sought.

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

The Jewish Community Center of Metropolitan Detroit (“JCC”) has put in place preventative measures to reduce the spread of COVID-19; however, the JCC cannot guarantee that you will not become infected with COVID-19. Further, participation could increase your risk of contracting COVID-19.

By agreeing to this purchase, **I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I or the parties who attend this event with the ticket(s) purchased here may be exposed to or infected by COVID-19 by participation; and that such exposure or infection may result in personal injury, illness, permanent disability, and death.** I understand that the risk of becoming exposed to or infected by COVID-19 at the JCC may result from the actions, omissions, or negligence of myself and others, including, but not limited to, the JCC’s employees, volunteers, and program participants and their families.

By purchasing these tickets, I voluntarily agree to instruct the parties who attend this event in person with the ticket(s) purchased here to assume all of the foregoing risks and accept responsibility for any injury to themselves (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or they may experience or incur in connection with Covid-19 and with their participation at the JCC. On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless JCC, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes



Find your Jewish center

6600 W Maple Rd
West Bloomfield Township, MI 48322
(248) 661-1000 | thejdetroit.org



any Claims based on the actions, omissions, or negligence of the JCC, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation at JCC.

By checking this box and making this purchase, if the ticketholder(s) that I am purchasing tickets for is exposed or infected by COVID-19 during participation in this activity, then they may be found by a court of law to have waived their right to maintain a lawsuit against the parties being released on the basis of any claim for negligence or otherwise.

I have read and understood this document and I agree to be bound by its terms. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I agree that the parties who attend this event with the ticket(s) purchased here, will be instructed to practice safe social distancing, clean hygiene, and remain masked in accordance with any applicable State of Michigan mandate or JCC policy that is in effect at the time of the event for which these tickets are valid. I understand and will instruct ticketholder(s) that failure to comply with these practices may result in a ticketed participant's removal from the premises without refund.