

DISCLAIMER

You expressly understand and agree that: (a) the Desert Diamond Casino website, ticketing services provided through Etix, and any related services are provided on an "as is" and "as available" basis, and Desert Diamond Casino and Etix make no warranties, representations, or conditions of any kind, whether express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement, all of which are expressly disclaimed; and (b) Desert Diamond Casino and Etix do not warrant that any website, ticketing service, content, information, products, or services obtained through the use of such services will be uninterrupted, timely, secure, or error-free, or that any services or results derived therefrom will meet your requirements or expectations.

LIMITATION OF LIABILITY

You expressly understand and agree that in no event shall Desert Diamond Casino, Etix, or their respective affiliates, licensors, officers, directors, employees, agents, contractors, successors, or assigns be liable for any damages whatsoever, including direct, indirect, incidental, consequential, special, punitive, or exemplary damages, including but not limited to damages for loss of profits, revenue, goodwill, business opportunities, or other intangible losses, arising out of or in connection with: (a) the use of, inability to use, or performance of any ticketing service or website; (b) any unauthorized access to or modification of your information or transmissions; or (c) any other matter relating to ticket purchases, event attendance, venue operations, or services provided by Desert Diamond Casino or Etix.

DESERT DIAMOND CASINO TICKET PURCHASE POLICY

At Desert Diamond Casino ("Desert Diamond Casino"), we strive to make your purchasing experience easy, efficient, and equitable so we can get you on your way to live entertainment as quickly as possible. Tickets are sold through Etix, the authorized ticketing provider. The following purchase policies are designed to ensure your satisfaction and understanding of the purchase process. If you have any questions regarding ticket purchases, please contact the Desert Diamond Casino Box Office at either the Tucson or Sahuarita location's Rewards Center. Each ticket purchased is a revocable license to attend a particular event and is subject to these terms and any additional terms printed on the ticket.

PAYMENT METHODS

Tickets are sold through Etix. Accepted methods of payment are determined by Etix and may include American Express, Visa, MasterCard, Discover, and other payment methods made available through the ticketing platform.

ORDER CONFIRMATION

If you do not receive a confirmation number, confirmation page, or confirmation 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 with Customer Service whether your order has been successfully placed. If you experience an error message, service interruption, or do not receive a confirmation, you should not assume that Desert Diamond Casino or Etix is aware of the issue. Desert Diamond Casino and Etix shall not be responsible for losses, monetary or otherwise, resulting from your failure to verify whether an order was successfully processed.

TICKETING FEES

Tickets may be subject to convenience charges, facility fees, taxes, processing fees, and delivery fees. Unless otherwise stated, all fees are non-refundable.

OPENING ACTS

Opening acts, guest performers, or supporting entertainment may be added, changed, or cancelled at any time without notice. No refund shall be issued due to any such change.

REFUNDS AND EXCHANGES

Before purchasing tickets, carefully review your event and seat selection. Except where required by law or expressly authorized by Desert Diamond Casino, all ticket sales are final. No exchanges or refunds will be provided for lost, stolen, damaged, destroyed, or unused tickets.

By purchasing tickets, you agree that you will not attempt to evade, avoid, or circumvent these policies. You further agree that you will not dispute or seek a chargeback through your credit card company or financial institution except in cases of unauthorized use or fraud. If a chargeback is initiated in violation of this policy, Desert Diamond Casino reserves the right to cancel the associated tickets and refuse future ticket purchases from the purchaser and any associated accounts.

PRICING AND OTHER ERRORS

If the amount paid for a ticket is incorrect due to a pricing error, technical malfunction, human error, system failure, or if tickets are sold before an intended on-sale date or otherwise released in error, Desert Diamond Casino reserves the right to cancel the affected ticket(s) and issue a refund equal to the amount paid. This right applies regardless of the cause of the error.

MULTIPLE BROWSER WINDOWS

When purchasing tickets, customers are encouraged to use only one browser window or device during the transaction process. Using multiple browser windows or sessions may result in loss of selected seats or expiration of ticket purchase timers.

DISORDERLY CONDUCT

Desert Diamond Casino reserves the right, without refund of any amount paid, to refuse admission to or remove any person whose conduct is disorderly, disruptive, abusive, unlawful, threatening, or otherwise violates venue policies, event rules, or applicable laws. Violation of venue policies may result in termination of the ticket license without refund. Tickets are revocable licenses and may be revoked at any time in accordance with applicable law.

RECORDING, TRANSMISSION, AND EXHIBITION

You agree not to record, photograph, livestream, broadcast, reproduce, or transmit any portion of an event where prohibited by event policies, artist requirements, venue rules, or applicable law.

You acknowledge that events held at Desert Diamond Casino are public events and that your appearance, image, voice, likeness, actions, and statements may be captured in photographs, video recordings, broadcasts, livestreams, or other media.

YOU ARE SUBJECT TO SEARCH

You and your belongings may be subject to search upon entry to Desert Diamond Casino or any event venue located on the property. By entering, you consent to such searches and waive any related claims. Refusal to consent may result in denial of entry without refund or compensation.

Prohibited items may include, but are not limited to, weapons, controlled substances, illegal drugs, outside alcohol, professional cameras, recording devices, glass containers, metal containers, large bags, laser pointers, and any other items prohibited by venue policies.

UNAUTHORIZED RESALE OF TICKETS

Unauthorized resale or attempted resale of tickets in violation of applicable law or venue policy may result in ticket cancellation without refund. Tickets purchased from Desert Diamond Casino or Etix are for personal use only. You may not sell, trade, or transfer any ticket for a premium or commercial purpose without explicit written consent of Desert Diamond Casino. Tickets may not be used for advertising, promotions, contests, sweepstakes, or other commercial purposes without the prior written consent of Desert Diamond Casino. Any authorized use of Desert Diamond Casino trademarks, logos, service marks, or other intellectual property shall remain subject to Desert Diamond Casino's prior written approval.

Venue Entry & ID Verification - ID and Transfer Requirements

To ensure admission, Desert Diamond Casino may require the ticket purchaser to present the original payment card and/or a valid photo ID matching the name on the ticket order.

ACCESSIBLE SEATING (ADA)

Accessible seating locations are intended for guests with disabilities and other accessibility needs, as well as their companions, in accordance with applicable law. Accessible seating may include wheelchair-accessible locations, companion seating, aisle transfer seating, and other seating configurations designed to accommodate accessibility requirements.

Guests purchasing accessible seating acknowledge that such seating is intended to serve patrons who require accessibility accommodations. Desert Diamond Casino reserves the right to investigate and resolve seating issues involving accessible seating locations to ensure compliance with applicable laws and to maximize the availability of accessible seating for those who need it.

If accessible seating is purchased or occupied by a guest who does not require accessibility accommodations, and another guest requires accessible seating that is unavailable elsewhere in the venue, Desert Diamond Casino reserves the right, where reasonably necessary and where comparable seating is available, to relocate the guest occupying the accessible seating location to another seat within the venue.

Desert Diamond Casino will make reasonable efforts to accommodate all guests requiring accessible seating; however, availability of specific accessible seating locations cannot be guaranteed after purchase and may be subject to relocation for operational, safety, accessibility, or venue-management purposes.

AUTHORIZED TICKET SOURCES

Tickets purchased from any source other than Etix or another seller expressly authorized by Desert Diamond Casino are purchased at the buyer's own risk. Desert Diamond Casino reserves the right to deny entry to any ticket holder with a ticket identified as obtained from an unauthorized source. Desert Diamond Casino is not responsible for counterfeit, duplicated, altered, invalid, lost, stolen, or fraudulently obtained tickets acquired through unauthorized sources.

RELEASE, WAIVER, INDEMNIFICATION, AND ASSUMPTION OF RISK

By entering Desert Diamond Casino, each ticket holder voluntarily agrees on behalf of themselves and their heirs, executors, administrators, legal representatives, and assigns to the following:

Each ticket holder is personally responsible for their own conduct, actions, and safety. Each ticket holder agrees to comply with all venue policies, rules, instructions, posted signage, and applicable laws.

Each ticket holder voluntarily assumes all risks associated with attending events and entering the premises, including but not limited to risks arising from crowds, physical activity, accidents, illness, communicable diseases, acts of other patrons, weather conditions, or other inherent risks associated with public gatherings.

Each ticket holder knowingly and voluntarily releases, waives, discharges, and covenants not to sue Desert Diamond Casino, Etix, the Tohono O'odham Nation, their respective affiliates, officers, directors, employees, agents, contractors, successors, and assigns (collectively, the "Released Parties") from any and all claims, liabilities, demands, actions, damages, losses, costs, expenses, or causes of action arising out of or relating to attendance at an event or presence on the property, except to the extent caused by the gross negligence or willful misconduct of a Released Party.

Each ticket holder further agrees to indemnify, defend, and hold harmless the Released Parties from and against any claims, damages, liabilities, costs, expenses, or attorney fees arising directly or indirectly from the ticket holder's actions, conduct, negligence, violation of venue policies, or breach of these Terms and Conditions.