

SMOKEY ROBINSON

Official Website
smokeyrobinson.com

TERMS AND CONDITIONS

Last updated: March 2026

1. Introduction and Acceptance

These Terms and Conditions ("Terms") govern your use of the official Smokey Robinson website located at smokeyrobinson.com (the "Website") and any purchases made through the WooCommerce store hosted on that site (the "Store"). The Website and Store are operated by Smokey Robinson LLC ("we", "us", or "our").

By accessing or using the Website, browsing the Store, or placing an order, you confirm that you have read, understood, and agree to be bound by these Terms in full. If you do not agree, please do not use the Website or make a purchase.

We reserve the right to update these Terms at any time. The most current version will always be published on this page with a revised date. Continued use of the Website after changes are posted constitutes acceptance of the updated Terms.

2. About the Website

The Website is the official online home of Smokey Robinson. It provides news, tour and concert information, music content, the Smokey's Soul Town media gallery, links to official social media and streaming platforms, and an online store selling official merchandise and music products.

The Website is intended for users aged 13 and over. By using the Website, you confirm that you meet this requirement. If you are under 18, you should have the permission of a parent or guardian before making any purchases.

We reserve the right to modify, suspend, or discontinue any part of the Website or Store at any time without notice or liability.

3. Intellectual Property

3.1 Our Content

All content on this Website — including but not limited to text, photographs, graphics, logos, video and audio content, album artwork, tour materials, and the Smokey Robinson name,

likeness, and brand — is the property of Smokey Robinson LLC or its licensors and is protected by applicable copyright, trademark, and intellectual property laws.

You may not reproduce, distribute, modify, publicly display, create derivative works from, or otherwise exploit any content from this Website without our prior written consent, except for personal, non-commercial use (such as sharing a link to a page or saving an image for personal reference).

3.2 Trademarks

"Smokey Robinson", the Smokey Robinson signature mark, associated logos, and the names of albums, tours, and branded products featured on this site are trademarks or service marks of Smokey Robinson LLC or its affiliated rights holders. Nothing on this Website grants any licence to use these marks.

3.3 Third-Party Content

Music, lyrics, and recordings featured on or linked from this Website may be owned by third parties including Universal Music Group, Motown Records, Sony Music Publishing, or other rights holders. All rights are reserved by the respective owners. Links to streaming platforms such as Spotify and Apple Music are provided for convenience and do not constitute a licence to copy or download the music.

3.4 User Content

If you submit any content to us — for example, birthday tribute videos or messages submitted via the Website — you grant Smokey Robinson LLC a non-exclusive, royalty-free, worldwide licence to use, display, and share that content in connection with the Website and official social media channels. You confirm that you own the rights to any content you submit and that it does not infringe the rights of any third party.

4. The Online Store — Orders and Purchases

4.1 Product Listings

We take care to ensure product descriptions, images, and prices are accurate. However, errors may occasionally occur. We reserve the right to correct any errors and to cancel or refuse orders placed based on incorrect information. Product images are for illustrative purposes; colours and details may vary slightly from the physical product.

4.2 Placing an Order

By placing an order through the Store, you are making an offer to purchase the selected products at the stated price. Your order is not confirmed until you receive an order confirmation email from us. We reserve the right to refuse or cancel any order at our discretion — for example, in the case of stock errors, suspected fraud, or payment failure.

4.3 Pricing and Currency

All prices displayed in the Store are in US Dollars (USD) unless otherwise stated. For international orders, your card issuer or payment provider may apply currency conversion charges. These are outside our control and your responsibility.

Prices are subject to change without notice. Any price changes will not affect orders already confirmed.

4.4 Payment

We accept payment via the methods displayed at checkout (which may include major credit and debit cards and PayPal). All payment transactions are processed securely by our third-party payment processor. We do not store or have access to your full payment card details.

Your order will only be processed once payment has been successfully authorised. If payment fails, your order will not be fulfilled.

4.5 Sales Tax and Import Duties

Applicable sales tax will be calculated and displayed at checkout for orders where we are required by law to collect it. For international orders, import duties, customs fees, and local taxes may be levied by the destination country's authorities. These charges are entirely the responsibility of the customer and are not included in our prices or shipping fees. We recommend checking your country's import regulations before ordering.

4.6 Availability and Stock

Products are subject to availability. If an item becomes unavailable after your order is placed, we will contact you to offer an alternative, a delayed dispatch, or a full refund. We do not operate a backorder system — if an item shows as available, it is in stock at the time of listing.

5. Shipping and Delivery

We ship orders internationally. Estimated delivery times and shipping costs are displayed at checkout and vary by destination and selected shipping method. All timeframes are estimates only and we cannot guarantee delivery by a specific date, particularly for international shipments which are subject to customs processing.

Once your order has been dispatched, you will receive a shipping confirmation email with tracking information where available. Title and risk in the goods pass to you upon dispatch.

We are not responsible for delays caused by customs authorities, postal services, weather, or other circumstances outside our control. For full details, please refer to our Returns and Refunds Policy.

6. Acceptable Use of the Website

You agree to use this Website only for lawful purposes and in a manner that does not infringe the rights of others or restrict their use and enjoyment of the site. You must not:

- Use the Website to transmit any unsolicited commercial communications (spam)
- Attempt to gain unauthorised access to any part of the Website, its servers, or any system connected to it
- Use automated tools, bots, or scrapers to extract content or data from the Website without our written permission
- Upload or transmit any content that is unlawful, harmful, defamatory, obscene, or infringing of any third-party rights
- Impersonate Smokey Robinson, Smokey Robinson LLC, or any employee, affiliate, or representative
- Use the Website or Store to engage in any fraudulent activity

We reserve the right to restrict or terminate your access to the Website at any time if we reasonably believe you have breached these Terms.

7. Disclaimers and Limitation of Liability

7.1 Website Availability

We aim to keep the Website available at all times but cannot guarantee uninterrupted access. The Website may be temporarily unavailable due to maintenance, technical issues, or circumstances beyond our control. We are not liable for any loss or inconvenience caused by downtime.

7.2 Accuracy of Information

While we strive to keep information on the Website accurate and up to date — including concert dates, product availability, and news — we do not warrant that all content is error-free or current. Concert dates and tour information in particular are subject to change; always check with the official ticketing provider for the most current information.

7.3 Limitation of Liability

To the fullest extent permitted by applicable law, Smokey Robinson LLC shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising from your use of (or inability to use) the Website or Store, including loss of data, loss of profits, or loss of goodwill.

Our total liability to you in connection with any order shall not exceed the amount paid by you for that order. Nothing in these Terms limits our liability for fraud, personal injury caused by our negligence, or any other liability that cannot be excluded by law.

7.4 Third-Party Links and Services

The Website contains links to third-party websites and integrates third-party services (including social media platforms, streaming services, and ticketing providers). We do not control these third parties and are not responsible for their content, availability, or practices. Links are provided for convenience only and do not constitute an endorsement.

8. Email Communications and Mailing List

If you subscribe to the Smokey Robinson mailing list, you consent to receive email communications including news, tour announcements, music releases, and store promotions. You can unsubscribe at any time using the link included in every email, or by contacting info@smokeyrobinson.com.

We will not use your email address for any purpose other than those described in our Privacy Policy. We do not sell or share mailing list data with third parties for their own marketing purposes.

9. Governing Law and Disputes

These Terms are governed by and construed in accordance with the laws of the State of California, United States, without regard to its conflict of law provisions.

For consumers based in the United Kingdom or European Union, nothing in these Terms affects your statutory consumer rights under applicable local law, which shall take precedence where they provide greater protection.

We will always endeavour to resolve any dispute amicably in the first instance. If you have a complaint or concern, please contact us at legal@smokeyrobinson.com and we will respond within 10 business days.

10. General Provisions

Entire agreement: These Terms, together with our Privacy Policy, Cookies Policy, and Returns and Refunds Policy, constitute the entire agreement between you and Smokey Robinson LLC in respect of your use of the Website and Store.

Severability: If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will continue in full force and effect.

Waiver: Our failure to enforce any right or provision of these Terms shall not constitute a waiver of that right or provision.

Assignment: We may transfer our rights and obligations under these Terms to another organisation. We will always notify you of any such transfer. You may not transfer your rights or obligations under these Terms to any other person.

Force majeure: We are not liable for any failure to perform our obligations where such failure results from causes beyond our reasonable control, including natural disasters, pandemics, strikes, or government action.

11. Contact Us

For any questions relating to these Terms and Conditions, please contact:

Smokey Robinson LLC — Legal

Email: legal@smokeyrobinson.com

General enquiries: info@smokeyrobinson.com

Website: <https://smokeyrobinson.com>