

## TICKET PURCHASE AND USE TERMS AND CONDITIONS

### BALL ARENA

**PLEASE READ THE FOLLOWING TERMS CAREFULLY AS THEY GOVERN YOUR RIGHTS UNDER THE TICKET AND CONTAIN A BINDING, INDIVIDUAL ARBITRATION AND CLASS-ACTION WAIVER PROVISION BY WHICH YOU GIVE UP THE RIGHT TO FILE A LAWSUIT IN COURT INDIVIDUALLY OR AS PART OF A CLASS ACTION WITH RESPECT TO ANY DISPUTES RELATING TO THE TICKET OR THE SPECIFIED EVENT FOR WHICH IT IS ISSUED.**

BY TENDERING PAYMENT FOR A TICKET (DEFINED HEREIN) AND/OR ACCEPTING A TICKET, HOLDER (DEFINED HEREIN) SIGNIFIES ACCEPTANCE OF AND AGREEMENT TO BE BOUND BY THESE TERMS AND CONDITIONS.

This Agreement ("Agreement") is made by and between the purchaser of record of a Game Ticket Package ("Account Holder"), the purchaser of record of a Single Event Ticket (defined below) and/or the person who actually uses a Ticket to enter Ball Arena (the "Venue") for an Event (defined below), as applicable (each, the "Holder"), on the one hand, and Kroenke Sports & Entertainment, LLC ("KSE") on the other hand (collectively, "Parties") governing Holder's purchase and/or use of tickets for admission and seating (each a "Ticket") to attend an Event at the Venue. An "Event" includes any game of the Colorado Avalanche ("Avalanche"), Colorado Mammoth ("Mammoth") and/or Denver Nuggets ("Nuggets") (each, a "Team Game") and any other public event specified on a Ticket. Each of the Avalanche, Mammoth and Nuggets may be referred to as a "Team" and collectively as the "Teams". As determined solely by KSE, Tickets may be offered for a single, specified Event (a "Single Event Ticket") or through a package providing Account Holder the right to purchase Tickets to multiple Team Games in one transaction (a "Ticket Package"). This Agreement and applicable terms contained herein apply to Ticket Packages and Single Event Tickets. For the avoidance of doubt, any reference to Teams and Leagues (defined herein) in the Agreement will apply with respect to the Team Games of such Team only. In consideration of the following promises and mutual covenants, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

#### **I. TERMS AND CONDITIONS OF TICKET USE.**

**1. TICKETS.** Each Ticket represents a limited, revocable license to enter the Venue to attend the specific Event listed on the applicable Ticket. No person, except for attendees under the age of three, may enter the Venue without a Ticket, and re-entry is prohibited. Failure to comply with this Agreement shall result in forfeiture of this license and all rights arising hereunder without refund or credit and shall entitle KSE to pursue all legal remedies available.

#### **2. LIMITATIONS AND CONDITIONS TO USE.**

A. Compliance with Laws and Venue Rules. Holder will be bound by all terms and conditions upon which Tickets for admission to the Venue are issued and will observe at all times the rules, regulations, policies and limitations related to admission, behavior and use of the Venue, including any security and fan conduct policies, health and safety policies and assessments, and applicable bag policies, as determined on an on-going basis ("Venue Rules"), and all applicable laws, statutes, rules, regulations, guidelines, decisions and orders of any applicable federal, state or local governments, administrative agencies and commissions (collectively, "Laws"). KSE, the Venue and each Team (as applicable) reserves the right to refuse admission, eject, and/or or revoke the right to enter or remain in the Venue, without refund, for anyone failing to comply with Venue Rules or Laws or engaging in any misconduct, as determined by the Venue in its sole discretion. The then-current Venue Rules can be found on the Venue's website and are available for review upon request from a Guest Relations Specialist at the Venue. The Venue reserves the right, at any time and with or without notice to Holder, to amend or supplement its Venue Rules as it deems necessary on an on-going basis and it is Holder's obligation to be familiar with and comply with the Venue Rules in effect at the time a Ticket is used.

B. Personal Property. KSE, the Venue and Teams are not responsible for loss of personal property brought into the Venue.

C. Searches. Holder consents to searches by KSE, the Venue and the Teams and/or their designated agents of all persons, bags, clothing and other articles prior to entry into the Venue, and each of the aforementioned entities reserve the right to require removal of items it deems, in such entity's sole discretion, to be potentially dangerous, inflammatory or inappropriate. If the Holder elects not to consent, the Holder will be denied entry into the Venue without refund or credit.

D. Recording and Broadcast Rights. The Leagues (defined below), the Teams and their respective broadcast partners are the sole holders of all rights in and to all television, radio, internet or any other broadcast of the applicable Team Games. Holder will not, directly or indirectly, transmit, distribute, misappropriate or sell (or aid in the transmission, distribution, misappropriation or sale), in any media now and hereinafter existing, any description, account (whether text, data or visual, and including (without limitation) play-by-play data), picture, video, audio or other form of exploitation reproduction of any Team Game, Team Game-related activity or any Event.

E. Accessible Seating. Designated accessible locations in the Venue are reserved for guests who require disability accommodations. The Venue provides wheelchair accessible seating in designated locations and no permanent fixed chair will be provided for these locations. Only those requiring wheelchair accessible seating and their companions may use the seating in designated locations for wheelchair accessible seating. Additional companion seats may be purchased for nearby seating locations, subject to availability. The Venue also provides semiambulatory seating for guests who require such accommodations but do not require wheelchair accessible seating. Should a Holder not require the disability accommodation provided in the location for which a Ticket is issued, KSE or the Venue may exchange the Ticket(s) for alternate seat locations determined solely by KSE or the Venue, subject to availability.

F. Promotions/Sweepstakes. Unless expressly agreed to in writing by KSE, neither the Account (defined below) nor any Tickets may not be used for advertising, promotions (including contests and sweepstakes), gambling or gaming activities or other trade or commercial purposes.

G. Consent/Use of Image. Holder grants permission to KSE, the Venue and respective Team and League (as applicable), and their respective sponsors, licensees, advertisers, broadcasters, designees, partners and agents a fully transferrable right and license, but not the obligation, to utilize, distribute, edit, modify and/or alter Holder's image, likeness, actions and statements in any live or recorded audio, video, film, or photographic display or other transmission, exhibition, publication or reproduction made of, or at, the Event in perpetuity, in any medium, whether now known or hereafter created, or context for any purpose, including commercial or promotional purposes, without further authorization, review or compensation. Additionally, Holder grants the respective Venue, Team and League permission to collect, use share and store certain Holder facial and other biometric information as permitted by law, including for security and/or health purposes.

H. Event-data. Holder agrees not to transmit, distribute, misappropriate or sell (or aid in transmitting, distributing, misappropriating or selling), in any media now or hereafter existing, any description, account (whether text, data or visual, and including (without limitation) play-by-play data), picture, video, audio or other form of exploitation or reproduction of the Event. Violators are subject to ejection, in addition to all penalties and remedies provided by law, and in this Agreement.

### 3. RISKS AND WAIVER OF LIABILITY

A. Lost Tickets. Neither KSE nor the Team (as applicable) is responsible for lost, stolen, misplaced or forgotten Tickets. At the sole discretion of KSE, Tickets may be replaced for an additional cost. If a replacement Ticket is issued, such replacement will be honored over the original, and the original Ticket will be null and void.

B. Assumption of Risk. Holder assumes all risks of injury, loss and other dangers arising from or related to admission to the Venue, including but not limited to spectator or player interaction, facility conditions, flying balls, pucks, drones, equipment, parts and any other object(s) and other hazards associated with attending live events in a public forum, using the Tickets and/or **becoming exposed to or contracting an illness (as defined in Section 1.5 below)**, whether occurring prior to, during, or after the Event, howsoever caused and whether by negligence or otherwise. Except to the extent due to their own gross negligence or willful misconduct, to the maximum extent permitted by law, KSE, the Teams, the Venue, the Leagues, the City and County of Denver, all third parties performing services at the Venue, each of their parent(s), subsidiaries, affiliates, related entities, vendors, sponsors and political subdivisions, and each of the aforementioned entities' respective officials, officers, directors, partners, shareholders, owners, governors, alternate governors, members, employees, agents, successors and assigns, whether past, present or future and whether in their institutional or personal capacities (collectively, the "Released Parties") are not liable or responsible for any loss, damage or injury to any person or property in or around the Venue or in connection with any Event or Team event resulting from any cause.

C. Waiver of Liability. On behalf of Holder and Holder's Related Persons (defined below), Holder RELEASES, WAIVES, and COVENANTS NOT TO SUE each of the Released Parties with respect to any and all claims, including for negligence and/or wrongful death, that Holder or any of Holder's Related Persons may have (or hereafter accrue), against any of the Released Parties, that relate to any of the risks, hazards and dangers described in the preceding paragraph, including without limitation any and all claims and damages of any kind or character that arise out of or relate in any way to (i) Holder's exposure to an illness; (ii) Holder's entry into, or presence within or around, an Event at the Venue (including all risks related thereto, and including without limitation in parking areas or entry gates) or compliance with any protocols or Security Requirements applicable to each Event; (iii) any interaction between Holder and any personnel of any of the Released Parties present at an Event; or (iv) any act or omission on the part of any of the Released Parties in connection with monitoring or policing protocols applicable to any Event, in each case whether caused by any action, inaction or negligence of any Released Party or otherwise. Holder further represents and warrants that Holder's Related Persons have reviewed this Agreement and separately agreed to them. TO THE EXTENT THAT HOLDER OR ANY OF RELATED PERSONS, OR PERSONS WHO CLAIM THAT THEY CONTRACTED AN ILLNESS FROM HOLDER OR HOLDER'S RELATED PERSONS, FILE A CLAIM, SUIT OR ARBITRATION AGAINST ANY OF THE RELEASED PARTIES ARISING FROM OR RELATING TO THESE TERMS OR AN EVENT AT THE VENUE, HOLDER HEREBY AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES AGAINST SUCH CLAIM, SUIT OR ARBITRATION TO THE FULLEST EXTENT PERMITTED

BY LAW. IT IS ACKNOWLEDGED AND AGREED THAT THE RELEASED PARTIES ARE USING COMMERCIALY REASONABLE EFFORTS TO ENSURE AND ENFORCE COMPLIANCE WITH APPLICABLE CDC GUIDELINES AND STATE AND LOCAL LAWS FOR PROTECTION AGAINST COVID-19 ("COVID-19 BEST PRACTICES"), HOWEVER, NOTWITHSTANDING, HOLDER AGREES TO RELEASE, DISCHARGE, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FOR ANY FAILURE OF THE RELEASED PARTIES TO ENSURE OR ENFORCE ANY COVID-19 BEST PRACTICES. "Related Persons" means Holder's heirs, assigns, executors, administrators, next of kin, anyone attending the Event with Holder or for whom Holder has obtained an Event ticket, including but not limited to minors for whom Holder is a parent or guardian, (which persons Holder represents have authorized Holder to act on their behalf for purposes of the release herein), and other persons acting or purporting to act on Holder's or their behalf.

#### **4. GENERAL TERMS**

A. Arbitration; No Class Actions. Should any current or future dispute, claim or cause of action related to this Ticket or an Event arise between Holder and KSE, the Venue, a Team and/or League, Holder shall send a written notice describing the issue (a "Dispute Notice") to KSE Legal Department, 1000 Chopper Circle, Denver, CO 80202. Holder and KSE, the Venue, the applicable Team and/or League agree to make a good-faith effort to resolve the dispute for at least 60 days (the "Negotiation Period") following receipt of the Dispute Notice. If the parties cannot resolve the dispute within the Negotiation Period, the dispute shall be resolved by mandatory, confidential, final, and binding arbitration held before a neutral, single arbitrator in Denver, CO conducted by the Judicial Arbitration Mediation Services, Inc. ("JAMS") in accordance with the JAMS Comprehensive Arbitration Rules and Procedures effective June 1, 2021. The costs of such arbitration shall be split evenly among the parties except upon an arbitrator's finding that such split renders the arbitration cost-prohibitive to the Holder. **Any and all issues relating or pertaining to arbitration or this arbitration clause, including but not limited to the threshold question of arbitrability or the enforceability or validity of this arbitration clause shall be delegated exclusively to the arbitrator selected pursuant to this provision. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. HOLDER, KSE, VENUE, TEAM AND LEAGUE (AS APPLICABLE) AGREE THAT ALL DISPUTES SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS AND WAIVE ANY RIGHT TO LITIGATE IN COURT OR ARBITRATE ANY CLAIM AS A CLASS ACTION, REPRESENTATIVE ACTION, OR CLASS ARBITRATION. IF HOLDER DOES NOT CONSENT TO THIS CLAUSE, HOLDER MUST IMMEDIATELY LEAVE OR NOT ENTER THE VENUE.**

B. Waiver and Amendment. Failure to enforce any provision of this Agreement will not be a waiver or prevent enforcement of the same or any other provision of this Agreement. KSE may amend or supplement the terms and conditions of this Agreement as it deems necessary on an on-going basis. By accepting and/or using a Ticket, Holder is deemed to have read and agreed to the terms of this Agreement then in effect.

C. Entire Understanding. Other than any language appearing on the back of a Ticket, or any terms applicable to the purchase or acquisition of a Ticket, such as, by way of example, Ticketmaster's terms and conditions, which are incorporated by reference, this Agreement is the entire understanding and agreement between the parties with regard to its terms. In the event of a conflict between Ticketmaster's terms and these terms and conditions, these terms and conditions will apply.

D. Headings. The titles of the articles, headings, sections, and subsections of this Agreement are for convenience only, and do not define or limit the contents.

E. Severability. If any provision or part of this Agreement is held to be illegal, unenforceable or ineffective, such provision or part thereof shall be deemed modified to the least extent necessary to render such provision legal, enforceable and effective, or, if no such modification is possible, such provision or part thereof shall be deemed severable, such that all other provisions in and referenced in this Agreement remain valid and binding.

#### **5. COVID-19 AND OTHER ILLNESS-SPECIFIC TERMS**

A. Safety Requirements. Due to the uncertainty related to the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation or variation thereof, collectively, "COVID-19"), a Ticket and Holder's admission to the Venue are subject to all safety and health requirements and policies put in place by the Venue, Team and League (as applicable), including any requirements relating to facemasks and/or enhanced health screenings (which may include a requirement that the Holder, and any person for whom Holder obtains a ticket or is in the Holder's party, be tested for and/or vaccinated for COVID-19 prior to an Event) and those policies and requirements set forth herein. Such policies and requirements as they may be updated from time to time (in the sole determination of the Venue, Team and/or League, as applicable) and as they may be communicated to the Holder prior to or during an Event (whether orally or in writing) by, for example, posting on the Venue website or instructions provided by Team or Venue personnel or signage in or around the Venue, are collectively referred to below as the "Safety Requirements". Holder acknowledges and agrees to comply with the Safety Requirements (including all requirements that must be satisfied prior to or during an Event) and acknowledges and agrees that attendance at an Event is conditioned on such compliance.

B. Mandatory Mask Policy. All guests over the age of two must wear a face mask while on Venue property. A properly worn face mask completely covers the mouth and nose. The only exception to remove a face mask is while actively eating or drinking in designated areas where such activities are permitted. Anyone not wearing a mask will be subject to ejection. This policy may be updated on a regular basis and is subject to change at any time. Please visit <https://www.ballarena.com/newsafetyprotocols> for the most up-to-date Safety Requirements.

C. Assumption of Risk. BY ATTENDING AN EVENT, HOLDER EXPRESSLY ACKNOWLEDGES AN INHERENT RISK OF EXPOSURE TO COVID-19 AND/OR OTHER ILLNESS EXISTS IN ANY PLACE WHERE PEOPLE GATHER AND THAT NO PRECAUTIONS (INCLUDING THE SAFETY REQUIREMENTS DESCRIBED ABOVE) CAN ELIMINATE THE RISK OF EXPOSURE TO COVID-19. COVID-19 IS AN EXTREMELY CONTAGIOUS DISEASE THAT CAN LEAD TO SEVERE ILLNESS AND DEATH. WHILE PEOPLE OF ALL AGES AND HEALTH CONDITIONS HAVE BEEN ADVERSELY AFFECTED BY COVID-19, CERTAIN CATEGORIES OF PEOPLE HAVE BEEN IDENTIFIED BY PUBLIC HEALTH AUTHORITIES AS HAVING GREATER RISK BASED ON AGE AND UNDERLYING MEDICAL CONDITIONS. HOLDER VOLUNTARILY ASSUMES ALL RISK AND DANGER of personal injury (including death), sickness (including illness and other risks of exposure to COVID-19, or and any strains, variations, adaptations or mutations thereof, the coronavirus that causes COVID-19 and/or any other communicable and/or infectious diseases, viruses, bacteria or illnesses or the causes thereof each, an "Illness"), lost, stolen, damaged or confiscated property, and all other hazards arising from, or related in any way to, the Event, whether occurring prior to, during, or after the Event, however caused and whether by negligence or otherwise.

D. COVID-19 Health Promise. In order to help mitigate the risk of transmission of COVID-19, Holder agrees on behalf of Holder and Holder's Related Parties (defined below), that the Holder and each such individual will not attend any Event if, within the prior 14 days, any such individual has tested positive for COVID-19, or, unless fully-vaccinated for COVID-19 (as defined by the Centers for Disease Control and Prevention ("CDC")), any one or more of the following is true on the day of such Event:

- Within the prior 14 days, any such individual was exposed to someone who has tested positive for COVID-19;
- Within the prior 48 hours, any such individual has experienced symptoms of COVID-19 (e.g., a fever of 100.4°F or higher, cough, shortness of breath or difficulty breathing, chills, repeated shaking, muscle pain/achiness, headache, sore throat, new loss of taste or smell, nasal congestion, runny nose, vomiting, nausea, diarrhea, fatigue or any other symptoms associated with COVID-19 identified by the CDC ("COVID-19 Symptoms")); anyone who is fully vaccinated but experiences any of the COVID-19 Symptoms identified above within the 48 hours prior to the Event should nevertheless consult a healthcare provider and receive a negative test result for COVID-19 before attending; or
- Within the prior 14 days, any such individual has travelled to a state or international territory identified by federal or applicable local governments as being subject to travel or quarantine advisories due to COVID-19.

E. Ticket Block/Pod Integrity. To the extent a ticket block integrity policy is required by a Team, League or Venue to help maintain social distancing guidelines, Holder agrees that Holder will use his or her best efforts to not sell, transfer (if available) or otherwise provide any of Holder's Tickets to anyone other than family with whom Holder has been sheltering (or other trusted acquaintances), unless Holder is selling, transferring (if available) or otherwise providing all such Tickets (i.e., Holder's full block/pod of tickets) to one party. Without limiting the foregoing, any transfer of a Ticket to any person who fails to satisfy any Safety Requirement (including pre-Event requirements established by the applicable Team or Venue) may be voided and the Ticket cancelled.

F. Proof of vaccination status and/or negative COVID-19 Test. Effective November 10, 2021, Holder and anyone attending the Event with Holder over the age of 12 will be required to present either proof that the individual is fully vaccinated against COVID-19 or proof of a negative COVID-19 PCR or antigen test taken with 72 hours prior the start time of each applicable Event such individual is attending. These requirements may be updated on a regular basis and are subject to change at any time. Please visit <https://www.ballarena.com/newsafetyprotocols> for the most up-to-date Safety Requirements.

## II. TERMS SPECIFIC TO SINGLE EVENT TICKET PURCHASES ONLY

**1. ALL TICKET SALES ARE FINAL. NO REFUNDS, CREDITS OR EXCHANGES EXCEPT AS PROVIDED HEREIN.** THE SOLE AND EXCLUSIVE REMEDY, including if admission is refused, if Holder is denied entry for not complying with Safety Requirements and/or the mandatory mask policy, if Venue capacity limitations result in Holder's Ticket(s) being cancelled, or if the Event is cancelled, rescheduled or postponed for any reason (or held without fans), is an account credit or a refund (as determined by KSE in its sole discretion) of the original purchase price of the Ticket, provided the Ticket purchaser requests such refund or credit within 30 days of the original Event date. Once an Event begins, it is deemed fully performed and no refunds will be given. No refund or remedy will be provided if Holder is ejected from the Venue for breach of this Agreement or failure to comply with Venue Rules. Further, KSE's liability for breach of any term of this Agreement shall not exceed the original purchase price of the Ticket. **IN NO EVENT SHALL KSE OR ANY OF THE RELEASED PARTIES BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL,**

**INDIRECT, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY AMOUNT PAID IN EXCESS OF THE ORIGINAL PURCHASE PRICE OF THE TICKET.**

**2. EVENT TIMES AND SEAT RELOCATION.** The date and time of the Event (and the opening of Venue gates/doors) are subject to change by KSE in its sole discretion, and no such changes shall entitle Holder to a refund or any other remedy if Holder cannot attend the Event except as specifically set forth herein. KSE reserves the right to relocate and/or revoke specific seat locations due to Venue modifications, Safety Requirements, Laws and other circumstances deemed appropriate by KSE in its sole and absolute discretion.

**III. TERMS SPECIFIC TO TICKET PACKAGES ONLY**

**3. ACCOUNT.**

A. Ticket Statement. After submitting an order or establishing a ticket account, Account Holder will receive an invoice or written confirmation from KSE (or the applicable Team) confirming the number of Tickets that Account Holder will receive, the location of the Holder's seat(s), the Team Games for which Account Holder will receive Tickets, other benefits purchased by the Account Holder, and a statement of amounts due to KSE by Account Holder ("Statement"). KSE, in its sole and absolute discretion, may set a limit on how many Tickets an Account Holder may purchase.

B. Account Holder. Account Holder must be an individual living adult or legal business entity. The "Account" is the revocable license granted by KSE to Account Holder to manage the Tickets, payments, and other rights and obligations under this Agreement. The Account Holder is listed on the Account as the primary contact. Only Account Holder is allowed to make changes to the Account. Account Holder must promptly notify KSE in writing of any changes in address, phone number, payment method and any other Account information. With respect to legal business entities who are Account Holders, all changes to account records (such as to the contact person) must be submitted in writing on official letterhead and signed by an authorized employee.

C. No Rights to Other Events. Account Holder acknowledges and agrees that only the pre-season and regular season Team Games of the Team specified on the Statement are included in the Ticket Package. As determined by KSE in its sole discretion, Account Holder may from time to time receive, but is not guaranteed, the right to receive or purchase Single Event Tickets for games or events other than the Team Games included in the Ticket Package involving the applicable Team(s), including, without limitation, the post-season games conducted by the National Hockey League, the NHL member clubs, NHL Enterprises, L.P., NHL Enterprises Canada, L.P., the NHLPA (including current and former players) and each of their respective affiliates, parents, subsidiaries, agencies, departments, subdivisions, related entities, owners, governors, trustees, officers, directors, partners, shareholders, members, principals, employees and agents (collectively, the "NHL"), the National Basketball Association, NBA Properties, Inc., NBA Media Ventures LLC, the NBA member teams, and each of their respective affiliates, owners, directors, governors, officers, employees and agents (collectively, the "NBA") or the National Lacrosse League ("NLL") ("Post-Season Games"), non-game events at the Venue (regardless of whether or not a Team is involved), or any games or events involving a Team not played at the Venue (e.g. concerts, conventions, the NCAA basketball tournament, League All-Star games, League Drafts and the NHL's Winter Classic and Stadium Series games). KSE (or the applicable Team) may, in their sole discretion, offer Account Holder the ability to purchase Single Event Tickets for the Post-Season Games, non-game events or other games or events, subject to the terms of this Agreement, the rules of event promoters and the Constitution and Bylaws, resolutions, rules and regulations, policies, limitations and interpretations of the NHL, NBA and NLL (each a "League" and collectively the "Leagues"), as determined by the applicable League on an on-going basis, including any Collective Bargaining Agreement between a League and/or its members and other parties; all agreements, consent decrees and settlements of a League, League members and/or other persons in furtherance of League business; and any national network agreements, corporate marketing, licensing, sponsorship or similar agreements between a League and third parties, as each presently exist and as each are hereafter enacted, amended, modified, supplemented, interpreted, made and enforced.

D. Seat Relocation. KSE reserves the right to relocate and/or revoke specific seat locations due to Venue renovations, fan comfort and other circumstances deemed appropriate by KSE in its sole and absolute discretion.

E. No Warranty. No representation, warranty, covenant or guarantee is made by KSE or any Team or any League that any particular game or event, including any Team Game will take place at the applicable Venue on any particular day or at any particular time, or that any particular number of League games will be scheduled and/or played at the Venue during a League season.

F. Corporate Account Holders. KSE reserves the right to require that any transaction hereunder be supported by appropriate corporate resolutions or other documents deemed necessary by KSE.

G. Electronic Transfer and Resale System(s). KSE may provide an electronic ticket, purchase, resale and/or transfer system for use by Account Holder. Use of any such system is subject to this Agreement and all terms and conditions related to the system (including but not limited to terms of use provided by third parties). KSE may at any time and in its sole discretion: (i) suspend, modify, replace and/or discontinue the system(s); (ii) discontinue Account

Holder's access to and/or use of the systems or revoke the Account if KSE suspects or determines that the Account and/or system terms and conditions are violated; and/or (iii) institute a fee for use by Account Holder on the Account.

H. Account Transfers. Absent KSE's written consent, which may be withheld or granted in KSE's sole discretion, Account Holders have no right to transfer any Account right or privilege, in whole or in part, to any person or entity, to another name, or by an attempt to transfer the seat locations by sale, gift, transfer by will or trust, property settlement, transfer to creditors or any other means. The foregoing shall not be construed as any prohibition on an Account Holder from lawfully selling or transferring the Tickets themselves. Therefore, any attempt to sell or otherwise transfer Account rights and privileges may result in KSE's cancellation of this Agreement and/or the Account. Any court order directing the distribution of Tickets or Account rights and privileges to a person or entity not listed as the Account Holder, whether in bankruptcy or otherwise, will result in KSE's exercise of its right to immediately terminate this Agreement and the Account (with KSE promptly refunding to the Account Holder any amounts paid for Tickets to attend Team Games not played as of the effective date of termination).

Notwithstanding the foregoing, KSE will typically allow an Account Holder to request transfer of the Account to a member of the Account Holder's immediate family. Any such request must be submitted in writing for KSE's approval (which may be granted or withheld in KSE's sole discretion) and must be supported by appropriate documentation (e.g., proof of relationship) satisfactory to KSE.

I. Upgrades. Account Holders who are full-season ticket holders may request an upgrade of the location of the seat locations corresponding to the Tickets. All seat location upgrades will be granted or rejected in the sole discretion of KSE and are at all times subject to the availability of seats in the Venue.

J. Parking Passes. KSE may, in its sole discretion, offer Account Holder the opportunity to purchase passes for parking in Venue-controlled lots on terms and in locations determined by the Venue.

K. Preemption. As more fully described in Section III(3)(C), above, Account Holder agrees and acknowledges that the Account includes Tickets only for Team Games presented by the applicable Team and played at the applicable Venue during the applicable League's preseason and regular season. Account Holder agrees and acknowledges that each Team must comply with certain agreements and mandates made by the applicable League, and the League reserves the right to cancel, postpone, reschedule or relocate games, as determined in its sole discretion; modify or discontinue, temporarily or permanently, any aspects of the rules, operations and presentations of Team-related games and events; and relocate any ticket seat locations, including season ticketholder seat locations, during Post-Season Games and other League-controlled games ("League Preemption"). In the event a Team Game is not played at the Venue as originally scheduled for any reason, including League Preemption, such circumstance shall in no way be deemed, argued or construed to be a breach by KSE of any terms, conditions, agreement or other duties or obligations related to the sale of a Ticket and, in such event, Account Holder's sole remedy shall be a pro-rata account credit or refund equal to the price paid for the affected Ticket(s) (as specified in the Statement) and Account Holder hereby irrevocably waives and releases any claims Account Holder may have against KSE, the Teams, the Venue and/or the Leagues with respect to such Team Game not played at the Venue.

L. Assignment. Except as expressly provided in this Agreement, Account Holder may not assign or transfer any of Account Holder's rights and obligations, in whole or in part, under this Agreement without the express written consent of KSE which may be withheld for any or no reason. In the event of any attempt by Account Holder to offer, sell, assign or transfer its rights under this Agreement in violation of this Agreement, KSE will have the right, but not the obligation, to terminate this Agreement and the Account and pursue any and all remedies available under this Agreement, at law and in equity.

M. Amendment. Amendments, revisions and/or information about to the Account terms and this Agreement may be sent to Account Holder or posted on KSE and/or a Team's website from time to time. Account Holder is responsible for reading and complying with all information, revisions and amendments. Neither KSE nor any Team are responsible for problems, losses or inconveniences experienced because Account Holder did not read updates to the Account or this Agreement, or because information is sent to an incorrect address due to Account Holder's failure to notify KSE of any address change.

N. Notices. Any written notices to Account Holder shall be mailed to the address on the Account and/or sent to the e-mail address on account. Any written notices to KSE should be made via e-mail to the Service or Sale Representative assigned to the account.

O. Communications. Holder may be presented with the opportunity to elect to receive mobile alerts regarding information and updates pertaining to a specific Team Game, Venue Rules and any changes thereto by opting-in. If Holder opts-in to receiving mobile alerts, Holder authorizes KSE and the applicable Team to use automated technology to send messages to the mobile phone number designated by Holder. Message and data rates may apply, according to the rate plan provided by Holder's wireless carrier. KSE and the applicable Team will not be responsible for any text messaging or other wireless charges incurred by Holder or by a person who has access to Holder's wireless device or telephone number. Holder may not receive Team alerts if the Account Holder's carrier or plan does not permit text alerts. The Team may send Account Holder a bounce back message for every message Holder sends to KSE or applicable Team. Service may not be compatible with all wireless carriers or devices. Holder may opt-out of receiving

mobile alerts at any time by replying to an alert with the text message "STOP" or by sending the text message "STOP" to the shortcode provided. If Holder opts-out by sending a text message, KSE and/or the applicable Team will send a text to confirm the request. It may take up to 10 days to remove Holder's mobile device number from the database. For additional help, text "HELP" to the shortcode provided. KSE and the Teams are not responsible for the accuracy of any information displayed in the mobile messaging, for any misdelivery or untimely delivery of any mobile messaging, or Holder's deletion or failure to store any mobile messaging from KSE and/or the applicable Team.

#### 4. COSTS AND PAYMENT

- A. Ticket Cost. Account Holder will pay to KSE the amounts indicated in the Statement.
- B. Method of Payment. Account Holder will pay all amounts owed in accordance with the payment provisions of the Statement.
- C. Deposit. KSE may require Account Holder to submit a non-refundable deposit, as determined in KSE's sole discretion, to establish the Account and/or reserve the Tickets.
- D. Late Payment. KSE may charge a late fee in an amount up to the highest charge allowed by applicable law for the outstanding or late payment of any amount due by Account Holder.
- E. Payments from Non-Account Holders. In KSE's sole and absolute discretion, KSE may accept payment from an individual or entity who is not Account Holder. Acceptance of such payment by KSE does not grant such third-party any rights, privileges or benefits under this Agreement (including but not limited to the right to receive Tickets), as all rights, privileges and benefits granted through this Agreement belong only to Account Holder.
- F. 1099 Reporting. The IRS may require ticket vendors to report the amounts Account Holder receives for selling or reselling tickets on such ticket vendor's marketplaces. Ticket vendors are generally required to file a Form 1099-K report with the IRS if the gross amount of an Account Holder's transactions on their marketplaces is \$600 or more in a calendar year and will need to collect Account Holder's Social Security Number or Employer Identification Number. Ticket vendors will generally provide the Account Holder with a copy of the Form 1099-K by January 31 of the following year. Some state taxing authorities may also require ticket vendors to report when Account Holder has made at least \$600 in transactions on their marketplaces, although some states may require reporting based on different thresholds. When required, such ticket vendor will generally provide Account Holder with a copy of any required state forms.

5. **TERM; SEASON TICKET PACKAGE AUTO-RENEWAL.** Unless otherwise specified on the Statement and subject to the termination rights provided in this Agreement, the initial term of this Agreement is for a one-season term.

A. **If Account Holder's Ticket Package purchase does not auto-renew, the following applies: The term of this Agreement is for one-season unless your Statement specifically states that it will automatically renew.** Neither party has the right or obligation to renew this Agreement. Notwithstanding the foregoing, to the extent, in KSE's sole and absolute discretion, Account Holder is afforded the right of priority with respect to a right to repurchase/renew a Ticket Package, time is of the essence with respect to all dates Account Holder must do so. If Account Holder fails to exercise any right to repurchase/renew by any deadline imposed by KSE, all of Account Holder's rights, titles and interest in and to the specific seat locations corresponding to the Tickets as well as other rights, titles and interest extended to Account Holder as a Ticket Package purchaser, shall be terminated and forfeited back to KSE with no compensation to Account Holder and no future obligation with respect to those specific seats. KSE may, however, elect to restore any and all otherwise terminated and forfeited rights to Account Holder in KSE's sole and absolute discretion.

B. **If Account Holder's Ticket Package purchase is specifically designated as auto-renewing (which includes all full-season Ticket Packages and some partial season Ticket Packages), the following applies: This Agreement (and Account Holder's commitment to purchase the Ticket Package for the subsequent League season) will automatically renew for one (1) additional League season (a "Renewal Term") upon the prevailing terms and conditions as determined by KSE unless Account Holder exercise his or her right to opt-out at the end of the League season by cancelling his/her Account (as more fully described below). Thereafter, this Agreement will continue to automatically renew at the end of each Renewal Term for an additional period of one (1) League season unless Account Holder exercises his or her right to opt-out by cancelling his/her Account (as more fully described below). Such terms and conditions (which will include the price of the Ticket Package for the Renewal Term) and instructions for Account Holder to cancel his or her Account will be provided to Account Holder in a written renewal notice at least twenty-five (25) calendar days in advance of each renewal. Account Holder will be required to provide KSE with notice of its intent to opt-out of a Renewal Term by the deadline specified in the renewal notice, utilizing KSE's online or other specified opt-out process as set forth in the renewal notice, or Account Holder's account will be automatically renewed for the corresponding Renewal Term with no further action required by Account Holder or KSE.** Time is of the essence with respect to all dates Account Holder must do so. If Account Holder affirmatively declines to repurchase/renew the Ticket Package, all of Account Holder's rights, titles and interest in and to the specific seat locations corresponding to the Tickets as well as other rights, titles and interest extended to Account Holder as a Ticket Package purchaser, shall

be terminated and forfeited back to KSE with no compensation to Account Holder and no future obligation with respect to those specific seats. KSE may, however, elect to restore any and all otherwise terminated and forfeited rights to Account Holder in KSE's sole and absolute discretion.

## **6. DEFAULT AND TERMINATION.**

A. Account Holder Default. If Account Holder fails to pay any amounts when due, fails to perform any duty or obligation hereunder or otherwise materially breaches this Agreement, or if Holder or member of Holder's party violates any Venue Rules or Laws while using a Ticket, KSE may, without limiting any of its rights under this Agreement, withhold distribution of Tickets and/or terminate this Agreement (and the corresponding Account(s)) immediately upon notice to Account Holder. Upon termination of this Agreement, Account Holder will forfeit all rights to the Tickets and Account Holder's obligation to pay the outstanding balance of the any amounts due to KSE by Account Holder, if any, will be immediately due and payable. Termination of this Agreement will not affect Account Holder's obligations under this Agreement for amounts due to KSE or otherwise limit the rights and remedies available to KSE. KSE's acceptance of the partial payment of any amounts due by Account Holder will not constitute a forfeiture or waiver of its right to receive the full amounts owed or of any other right or remedy available to KSE at law or in equity.

B. KSE Breach. If Account Holder terminates this Agreement due to a material breach by KSE, Account Holder's sole remedy will be a credit or refund of the amount already paid to KSE by Account Holder, excluding any amount allocable to Tickets, parking passes or other benefits already received and/or used by Account Holder.

C. Nonoccurrence or Relocation. Notwithstanding anything herein to the contrary, if any Team Game does not occur at the Venue for any reason or is held at the Venue but at a time and/or date other than originally scheduled, KSE will not be in breach of this Agreement. If a Team Game does not occur at the Venue and, as a result, the number of Tickets granted under this Agreement is reduced from the amount specified in the Statement, Account Holder will not be charged for any such Tickets, or, if Account Holder has already made payment for such Tickets, Account Holder will receive a pro rata credit or refund equal to the price of such Tickets as specified in the Statement.

D. For Convenience. KSE may terminate this Agreement at any time by providing written notice to Account Holder. If applicable, within a reasonable time after termination, KSE will return a pro rata portion of the amounts paid hereunder for Tickets to Team Games occurring after the effective date of termination.

*Last updated January 2022*