

## IMPACT CLUB TERMS & CONDITIONS

1. By purchasing an Impact Club membership, the purchaser ("Primary Member") agrees to these terms and conditions and will ensure that each holder of an Impact Club membership pass ("Pass") issued in connection with Primary Member's account (each, a "Member") agrees to these terms and conditions. The Primary Member shall be responsible for all fees and charges due with respect to all memberships purchased by the Primary Member.

2. Members are entitled to access the Impact Club during all Events subject to these terms and conditions. "Events" shall mean all Anaheim Ducks regular season and playoff home games presented by the Anaheim Ducks and played at Honda Center ("Arena"). "Events" does not include National Hockey League ("NHL") All-Star events, NHL Stadium Series events, NHL Winter Classic events, NHL draft events, NHL European Global Series events, NHL China Game events, NHL Heritage Classic events or any other events that are not official regular season or post-season Anaheim Ducks home games played at the Arena, even if participated in by the Anaheim Ducks. Passes do not provide for entry into the Arena and all Members are required to have a valid admission ticket to the Event.

3. Passes will be available to Primary Member for a minimum of forty (40) Events each year ("Event Guaranty"). In the event the number of Events during any year of the Term falls below the Event Guaranty, Primary Member shall receive a credit in an amount attributable to the number of Events below the Event Guaranty, which will be added to Primary Member's account for Primary Member's use toward future purchases at the Arena.

4. Members must arrive at the designated location at the Arena to retrieve the Passes. Passes will be required in order to access the Impact Club and the various amenities included with the Impact Club.

5. Members shall receive access to the following amenities: (a) all-inclusive food and beverage inside the Impact Club (food and beverage selection in Anaheim Ducks Hockey Club, LLC's and Anaheim Arena Management, LLC's (collectively, the "Operator") sole discretion); (b) Member may, in Operator's sole discretion, have the opportunity to purchase premium beverages at an additional cost; (c) Primary Member's early access to purchase tickets and Impact Club passes to events at the Arena that are not Events, as designated by Operator from time-to-time and made available by the applicable promoter to Operator; and (d) access to and from Arena and the Impact Club for a period of two (2) hours before and thirty (30) minutes after each Event, subject to Operator's right to extend and/or limit such access.

6. Members shall at all times conduct themselves in a manner consistent with the character of the Arena as a first class sporting and entertainment facility, shall maintain proper decorum while using the Impact Club and agree not interfere with Operator's business or operations, the Events and their participants, players or staff, or the enjoyment of the Events by all other persons in the Impact Club. Primary Member is responsible for its Members' conduct at all times.

7. Members are responsible for all personal property brought to the Impact Club. Members shall comply with all applicable local, state and federal laws and all rules or regulations adopted from time to time by Operator or the NHL, including those governing the sale, possession and consumption of alcoholic beverages and other substances. Operator shall have the right to limit Members' removal of food and beverage from the Impact Club. The consumption of alcohol in the Impact Club may be prohibited or limited during certain designated events or at certain times as Operator may determine from time to time in its sole discretion. Prohibited items in the Arena are also prohibited in the Impact Club. Operator reserves the right to make other rules and regulations and may modify its rules and regulations in its reasonable judgment from time to time and may do so without the prior consent of Member.

8. The Passes may only be transferred to another party to use as a Member on a zero-compensation basis and shall not be otherwise sold, conveyed or transferred to another party, in part or whole, for any Event.

9. Each adult Member accessing the Impact Club may be accompanied by one child aged eight (8) years or younger at no additional cost. It is the responsibility of the Primary Member and/or the Members using the Impact Club to ensure that all children are properly supervised. Operator is not liable or responsible for the supervision or safety of any children accompanying adults to the Impact Club. Primary Member shall be solely responsible for any damage or injury incurred or caused by children associated with use of the Impact Club under this Agreement

10. Failure to comply with these terms and conditions or Arena, Anaheim Ducks, or NHL policies, rules and regulations may result in, at Operator's option and in its sole discretion, eviction from the Impact Club, Arena and/or loss of current and future membership privileges in whole or in part.