

YOU ARE ENCOURAGED TO REVIEW THESE TERMS, WHICH INCLUDE AN ARBITRATION PROVISION AND CLASS ACTION WAIVER, CAREFULLY AS THE TERMS LIMIT YOUR LEGAL RIGHTS.

*Last updated: June 3, 2025*

## **Lightning Priority Access Club Program**

Welcome to the Lightning Priority Access Club Program! Please carefully read these Terms and Conditions.

### **1. Binding Agreement; Scope and Applicability**

These Lightning Priority Access Club Program Terms & Conditions (“Terms”) apply to your participation in the Lightning Priority Access Club Program (the “Program”) and constitute a binding agreement between you and Lightning Hockey LP and its successor and assigns (including its authorized agent Tampa Bay Arena, LLC and its successors and assigns) (collectively, “VSG”). To become a member and participate in the Program, you must read and agree to be bound by these Terms, the VSG Privacy Policy, and any other terms referenced or linked herein which also apply to your participation in the Program.

Certain features of the Program may be subject to different or additional terms, rules, guidelines, or policies (“Additional Program Rules”), and we may provide Additional Program Rules to you via postings, pop-up notices, links, or other means at the time that you access or use the relevant feature of the Program. By accessing and/or using such features, you agree to any applicable Additional Program Rules. All Additional Program Rules are incorporated into these Terms, and any reference to these Terms includes the Additional Program Rules. In the event of a conflict between these Terms and any Additional Program Rules, the Additional Program Rules will govern.

### **2. Eligibility and Enrollment**

To participate in the Program, you must be at least 18 years old and be a resident of the United States, Canada, or Mexico. Ticket brokers or ticket resellers are precluded from signing up to become a member. Importantly, if you provide us with any false and/or inaccurate contact information (i.e., name, address, phone number, and/or e-mail address) or fail to properly update such contact information, we reserve the right to terminate your Program membership and retain any fees paid to us.

By enrolling in the Program, you represent that you meet the above eligibility requirements.

If you meet the eligibility requirements, you can enroll in the Program by either (i) contacting a VSG Account Executive by calling **813-301-6600** or (ii) visiting <https://www.nhl.com/lightning/tickets/priority-access> and completing the online form. Potential members must also pay the Initial Membership Fee (defined below).

Individuals eligible for membership in the Program must make a one-time initial membership fee (“Initial Membership Fee”) payment of \$100 per potential season ticket. For instance, if an individual makes an initial payment of \$300 then that individual will be eligible (but not required) to purchase up to three (3) season tickets. Likewise, if an individual wishes to purchase four (4) season tickets when they are offered an opportunity to purchase that individual must make an initial payment of \$400. VSG reserves the right to limit the number of potential season tickets purchased by any one member in our sole discretion. The total cost of the Initial Membership Fee will be credited towards the purchase of season tickets.

Program members can make additional \$100 payments following their Initial Membership Payment in order to secure additional season ticket purchasing opportunities (“Additional Membership Fees”); **however**, those Additional Membership Fees WILL NOT be combined with the Initial Membership Fee payments. Therefore, members may receive an opportunity to purchase the season tickets secured with their Initial Membership Fees first and have to wait additional time to tickets secured by their Additional Membership Fees.

### **3. Membership Benefits**

As a member of the Program, you are eligible to receive the following benefits (collectively, “Program Benefits”).

- Priority access to purchase new Tampa Bay Lightning season tickets subject to the terms of Section 4 below (the “Season Ticket Waitlist”).
- Special access to Amalie Arena presale opportunities for Tampa Bay Lightning regular season games, Flex plans, and group tickets.
- Select access to Amalie Arena and Yuengling Center concert & event tickets.
- Amalie Arena tour scheduled through an account executive (maximum 10 people; one tour per membership year).
- Enrollment in LPAC Newsletter and Lightning Insider newsletter.
- Personal Account Executive.

VSG reserves the right to add, remove, modify, suspend, or replace any Program Benefits from the Program at any time and without any advance notice to you.

Some Program Benefits will have limited quantities / date availability and/or will be available for a limited period, and we may place other limitations on Program Benefits, such as limitations on the quantity that may be redeemed by an individual member.

### **4. Season Ticket Waitlist Terms**

Purchases of season tickets are subject to the [Tampa Bay Lightning Season Ticket Member Terms and Conditions and Arbitration Agreement](#) (“Season Ticket Terms”). In the event of a conflict between these Terms and the Season Ticket Terms, the Season Ticket Terms will govern.

A benefit of the Program is the ability to have priority access for the purchase of new Tampa Bay Lightning season tickets. Currently, we cannot estimate availability or wait times due to high renewal rates. Please DO NOT contact VSG, your Personal Account Executive, or any other party to determine your waitlist position as that information is not publicly available.

Please note, becoming a Program member, paying an Initial Membership Fee, and putting your name on the waitlist, does not guarantee that you will have access to Tampa Bay Lightning season tickets. And, becoming a Program member does not obligate you to make a future purchase. When a Program member is eligible to purchase season tickets, they will be contacted via email and telephone from their Personal Account Executive. TO ENSURE THAT YOU CAN BE REACHED PLEASE MAKE SURE YOUR CONTACT INFORMATION REMAINS CURRENT AND REPORT ANY CHANGES TO YOUR CONTACT INFORMATION AS THEY OCCUR.

Program members will be contacted by their Personal Account Executive when one or more tickets are available for purchase.

- A. If a Program member is (i) offered the ability to purchase the total number of tickets that they have registered to purchase (e.g., a Program Member who paid \$400 in order to have the opportunity to purchase four (4) is offered four (4) tickets for purchase) and (ii) they **DECLINE** to purchase **ANY** tickets, then that Program member will be required to pay a fee of \$25.00 (the “Decline Fee”) to VSG in order to remain on the waiting list.
- B. If a Program member is (i) offered the ability to purchase the total number of tickets that they have registered to purchase and (ii) they purchase one (1) or more tickets, then that Program member will receive the tickets purchased, remain on the waiting list for the other tickets for which they are registered, and will not have to pay the Decline Fee.

A Program member shall be offered the ability to purchase the total number of tickets that they have registered to purchase three (3) times. Regardless of how many tickets a Member does or does not purchase from those three (3) offers, a Member’s membership in the Program will be terminated and their Initial Membership Fee and any Decline Fees paid WILL NOT be refunded after the third (3<sup>rd</sup>) offer.

VSG reserves the right to individually review a Program member’s account and decide whether they can keep their membership after they decline an offer to purchase season tickets for the third time.

## **5. Privacy and Consent to Marketing**

The information you provide to VSG in connection with the Program will be treated in accordance with the [VSG Privacy Policy](#).

You authorize VSG and its affiliates, agents, and service providers (collectively, “Messaging Parties”) to contact you using automatic dialing systems, artificial or prerecorded voice messages, texts, email, or similar methods to provide you with information about the Tampa Bay

Lightning, AMALIE Arena, these Program Terms, and your waitlist status, including information about payments, games, other events or offers. You authorize the Messaging Parties to make such contacts using any telephone numbers (including wireless), texts, email addresses, or similar electronic means, you supply to the Messaging Parties, even if you are charged for the contact by your service provider. You expressly authorize the Messaging Parties to monitor and record your calls. To withdraw this authorization, send a written request by email to [membershipservices@viniksportsgroup.com](mailto:membershipservices@viniksportsgroup.com) or by mail to: Membership Services, Attn: LPAC Marketing Opt-Outs, 401 Channelside Drive, Tampa, FL 33602.

When you enroll in the Program, you will be given the opportunity to begin receiving marketing, special events, and other promotional communications from VSG and its affiliates (“Marketing Communications”). If you choose to opt-in, or if you have already opted-in, to Marketing Communications, you may unsubscribe at any time by following the opt-out instructions available in our Marketing Communications.

## **6. Changes to Your Membership / Cancellation**

VSG may refuse your application for enrollment in the Program, or cancel your membership in the Program, at any time and for any reason, including, without limitation, if VSG determines that you (i) are not eligible to participate in the Program; (ii) have engaged in any actual or suspected fraud, deception, or conduct otherwise not in the spirit of the Program; or (iii) have violated these Terms or any law or regulation.

Membership can be cancelled at any time by contacting the VSG sales team at [priorityaccess@viniksportsgroup.com](mailto:priorityaccess@viniksportsgroup.com) or reaching out to your personal Account Executive. UPON CANCELLATION, YOUR MEMBERSHIP WILL REMAIN ACTIVE UNTIL THE END OF THE CURRENT MEMBERSHIP YEAR AND NO FEES PAID TO VSG, INCLUDING THE INITIAL MEMBERSHIP FEE WILL BE REFUNDED. If you cancel your Membership by leaving the Program, you may re-enroll in the Program, provided that you continue to meet the eligibility requirements, but any status based on your prior membership including position on the waitlist to purchase new Tampa Bay Lightning season tickets will not carryover to new memberships.

Program memberships are NON-TRANSFERRABLE and NON-ASSIGNABLE except to an “immediate family member” (defined as a spouse, father, mother, son, or daughter). The determination of whether to grant, withhold, condition, or deny the request may be made at the sole discretion of VSG. In the event that such a transfer is granted, Program members shall comply with all reasonable procedures required to effectuate the transfer.

## **7. Changes to the Program and Terms**

VSG reserves the right to modify these Terms by (i) posting a modified version of Terms and/or (ii) providing advance notice to you of material changes to the Terms generally via email where practicable and/or otherwise in connection with the Program.

We may sometimes ask you to review and to explicitly agree to or reject a revised version of the Terms. In such cases, modifications will be effective at the time of your agreement to the modified version of the Terms. If you do not agree at that time, you are not permitted to continue participating in the Program and you must cancel your membership immediately. In cases where we do not ask for your explicit agreement, the modified version of the Terms will become effective as of the “Last Updated” date specified in the Terms. Your choice to maintain your Membership and continue participating in the Program following that date constitutes your acceptance of the Terms as modified.

We reserve the right to change or discontinue any aspect of the Program at any time, including discontinuance of the Program in its entirety, all in our sole discretion, with no liability to you. In all matters relating to the administration of the Program, the decisions of VSG will be final and binding and you agree to comply with such decisions.

## **8. LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VSG SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONTENT OR MATERIALS OR CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OR MATERIALS OBTAINED FROM THE SERVICES; OR (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE RELEASED PARTIES EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (U.S. \$100.00) OR THE AMOUNT YOU PAID VSG, IF ANY, IN THE PAST SIX MONTHS FOR THE SERVICES GIVING RISE TO THE CLAIM. THE LIMITATIONS OF THIS SECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT THE RELEASED PARTIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

Because some states do not permit the exclusion or limitation of liability for consequential or incidental damages, some or all the above limitations may not apply to you.

## **9. DISPUTE RESOLUTION; INDIVIDUAL ARBITRATION AGREEMENT AND CLASS ACTION WAIVER (“Arbitration Agreement”)**

In the event that any dispute, controversy, or claim whatsoever, including those relating in any way to the Program, arises between the parties relating to these Terms, you acknowledge and agree you will first contact customer service to describe the problem and seek a resolution. You

then agree to negotiate with the VSG in good faith about your claim. If the problem or claim is not resolved within sixty (60) days then, except for claims concerning the validity, scope or enforceability of this Arbitration Agreement, it shall be resolved and settled through BINDING INDIVIDUAL ARBITRATION administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules in Tampa, Florida, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The remedy for any claim shall be limited to actual damages, and in no event shall any party be entitled to recover punitive, exemplary, consequential, or incidental damages or to have damages multiplied or otherwise increased, including attorneys' fees or other such related costs of bringing a claim, or to rescind these Terms or seek injunctive or any other equitable relief. VSG agrees that the rights and obligations of VSG and/or the Tampa Bay Lightning and/or any other party shall be resolved individually in separate proceedings, without resort to any form of class action. Any demand for arbitration must be filed within one (1) year of the time the cause of action occurred, or the cause of action shall be forever barred. Notwithstanding any other provision of this Arbitration Agreement, if the foregoing class action waiver and prohibition against class arbitration is determined to be invalid or unenforceable, then this entire Arbitration Agreement shall be void. If any portion of this Arbitration Agreement other than the class action waiver and prohibition against class arbitration is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Arbitration Agreement. This Arbitration Agreement will survive the termination of any related agreement, VSG's fulfillment or default of VSG's obligations under the Program or any related agreement, and/or VSG's or the Tampa Bay Lightning's bankruptcy or insolvency (to the extent permitted by applicable law).

## **10. Miscellaneous**

These Terms (including any Additional Program Rules) constitute the entire agreement between you and VSG with respect to the Program and supersede all prior or contemporaneous communications, agreements, and proposals with respect to the Program.

Our failure to exercise or enforce any right under, or provision of, these Terms does not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.

You may not assign, delegate, or otherwise transfer your account or your obligations under these Terms without our prior written consent. We have the right, in our sole discretion, to transfer or assign all or any part of our rights under these Terms and will have the right to delegate or use third-party contractors to fulfill our duties and obligations under these Terms and in connection with the Program.

FLORIDA LAW, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES, GOVERNS THESE TERMS AND ANY CONTROVERSY OR CLAIM ARISING OUT OF OR IN ANY WAY RELATING TO THESE TERMS AND CONDITIONS, OR BREACH THEREOF, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE CLAIMS AND TORT CLAIMS OF

ANY KIND, STATUTORY CLAIMS OF ANY KIND OR ANY OTHER CLAIMS FOR RELIEF UNDER ANY OTHER LEGAL THEORIES.

For questions about the Program, please submit an inquiry to:  
[priorityaccess@viniksportsgroup.com](mailto:priorityaccess@viniksportsgroup.com).