



## SEASON TICKET WAITING LIST PROGRAM TERMS AND CONDITIONS

These terms and conditions (the “**Term and Conditions**”) are between le Club de hockey Canadien, inc. (hereinafter referred to as “**CH**”) and you (also referred to as a “**Member**”) and govern your registration to the Wait List Registration Program (hereinafter referred to as the “**Program**”). The Program allows you to obtain a selection ranking on the CH waiting list for the future purchase of Montreal Canadiens season tickets (the “**Waiting List**”) in accordance with these Terms and Conditions.

Along with your registration, you confirm to have read, understood, accepted, and agreed to abide by the Terms and Conditions.

### 1. REGISTRATION REQUIREMENTS

Registration to the Program allows you to obtain a selection rank to the waiting list for the future purchase of Montreal Canadiens full season or half-season tickets (each a “**Season Plan**”) on one (1) of the three (3) seat categories at the Bell Centre (each seating level is hereinafter referred to as a “**Category**”):

- **RED**: seats located between sections 101 to 124;
- **CLUB**: seats located between sections 201 to 224; and
- **UPPER BOWL**: seats located between sections 301 to 336.

Upon registration, the Member must choose one (1) Category mentioned above for which they wish to obtain a selection rank. Registration in a Category’s waiting list entitles the Member to purchase a maximum of two (2) seats in that Category. A Member may only register once (1) in each Category. To officially confirm registration on a Category’s waiting list, enjoy the associated privileges and obtain a ranking, the Member must pay in full both the registration and annual administration fees for the current season, as detailed further. Ranking for each Category shall be determined based on the date the Member completes the payment of such fees and is communicated to the Member at least twenty-four (24) hours after payment confirmation.

A ranking only applies to the Category for which the Member is registered. For reference only, if the selection rank of a Member registered on the waiting list for the RED category is reached, the Member will only be able to purchase a Season Plan in the RED Category. To register in more than one Category, the Member must complete the registration process and pay the registration and annual administration fees for each Category for which he wishes to obtain a ranking on the Waiting List.

The Waiting List account, ranking and future right of purchase is non-transferable, except for immediate family members (father, mother, brother(s), sister(s), spouse, and children).



## **2. FEES**

The registration fee is of two hundred dollars (\$200) per selected Category and is non-refundable.

An annual administration fee of forty-nine dollars (\$49) is payable (i) at the time of registration to the Program and (ii) each year thereafter to maintain your ranking on the Waiting List for the selected Category.

## **3. FUTURE PURCHASE OF A SEASON PLAN**

CH will contact the Member when their preferred seats choice is available and their ranking on the Category's Waiting List is reached. An account representative will contact the Member by phone and/or email with all purchasing information for a season ticket membership. The Member will then have the option of purchasing up to two (2) seats in a full season or half-season plan in the Category in which they have registered, based on the inventory available at that time in that Category.

Once the Member's selection rank is reached, the Member is entitled to one (1) right of refusal. A refusal is considered to be:

- Member refuses to purchase tickets in the Category for which they are registered when at least two (2) seating options have been offered. Should this happen, the Member will be offered new seating options in the same Category during the next seat selection period, which will happen the following season (the "2<sup>nd</sup> Offer")
- If there are at least two failed contact attempts either by phone or email from a CH account representative to assist the Member in purchasing a Season Plan within the seat selection period.

## **4. AUTOMATIC RENEWAL**

CH will send the Member a renewal notice prior to November 25 of each year informing the Member of the amount of the annual administration fee for the current season. Along with the registration, the Member agrees that their registration will automatically be renewed on December 15 of each year and authorizes CH to charge on the credit card on file the amount corresponding to the annual administration fee, without further authorization from the Member, unless the Member informs CH in writing that they do not wish to renew their registration in the Program by December 14 of the current year.

If the credit card on file has expired or if the Member does not have a credit card on file, the Member will receive an invoice payable upon receipt.

## **5. MEMBERSHIP BENEFITS**

Registration to the Program makes the Member eligible to certain privileges or perks, determined at the sole discretion of CH, which may include ticket presales, discounts, contest entries and invitations to exclusive virtual events.



Membership benefits are only available to the Member registered on the Waiting List, are not transferable or redeemable for cash, and are not cumulative in the event of multiple Waiting List registrations by the same Member. Membership benefits may vary from season to season without notice.

## 6. TERMINATION

Along with the registration, each Member confirms that he is the actual party interested in purchasing a Season Plan in the Category for which he is registered, and that he is not acting for or on behalf of undisclosed principals, persons or third parties.

A Member's registration is automatically terminated, and their ranking removed from the Waiting List, in each of the following instances:

- a) If a Member's ranking is reached and the Member completes the purchase of a Season Plan for the current or upcoming season.
- b) If a Member chooses to decline the 2<sup>nd</sup> Offer.
- c) If a Member is in default of payment hereunder.
- d) If a Member abuses of their membership benefits or use them in a manner that is prejudicial to CH.
- e) If a Member intends to use tickets acquired for commercial resale purposes.

In the event of termination of a Member's registration for the reasons listed in paragraphs (b), (c), (d), and (e) in this section, the Member shall not be refunded any amounts paid up to the date of termination nor is eligible to transfer its registration fee or the annual administration fees paid up to the date of termination on the purchase of other CH products, tickets, or packages.

## 7. GENERAL PROVISIONS

CH may terminate, modify, suspend, or remove any Member from the Program who violates the registration requirements, breaches these Terms and Conditions, makes a false statement and/or acts in a manner that is prejudicial to CH or its partners.

CH reserves the right to unilaterally change any or all the Terms and Conditions of the Program upon prior notice to Members.

These Terms and Conditions represent the entire agreement between the parties with respect to the subject matter hereof and supersede any prior representations, agreements, understandings, or undertakings, whether written or oral.

The parties hereby confirm they have requested that these Terms and Conditions be drafted in English. *Les parties confirment avoir expressément requis que les présents Termes et Conditions soient rédigés en anglais.*

All amounts stated herein are in Canadian currency and are subject to applicable taxes.