

## 2024-2025 Ticket Policy

The customer acknowledges and agrees that tickets/parking being purchased hereunder are solely for 2024- 2025 NHL preseason and regular games presented by the Carolina Hurricanes and played at Lenovo Center, and for the avoidance of doubt, shall not include tickets/parking, or the right to purchase tickets/parking, to any other event or game, including, but not limited to, any NHL European Global Series Games, NHL China Games, NHL Winter Classic, NHL Heritage Classic, NHL Stadium Series, NHL All- Star or NHL Draft event (“League Special Event”) to the extent held in the Carolina Hurricanes market or hosted by the NHL at Lenovo Center or otherwise in which the Carolina Hurricanes may participate. The customer acknowledges and agrees that the Carolina Hurricanes and/or NHL may cancel, postpone, reschedule or relocate games or events for any reason (e.g., move a regular season game of the Carolina Hurricanes from Lenovo Center to an alternate venue for the purposes of playing a League Special Event), as determined in its/their sole discretion, as well as to modify or discontinue, temporarily or permanently, any aspect of the rules, operations and presentations of NHL games and events (“Preemption”). In the event that any game or event for which tickets/parking have been sold to the customer is not played or presented in Lenovo Center for any reason, including, but not limited to, Preemption, such event shall in no way be deemed, argued or construed to be a breach by [the team] of any terms, conditions, agreement or any other duties or obligations in connection with the sale and use of these tickets/parking and, in such event, the customer’s sole remedy shall be a pro-rata account credit or refund equal to the price paid for these tickets/parking as specified in the online invoice, and the customer hereby waives and releases any and all claims it may have against the Carolina Hurricanes and/or the NHL with respect to such game(s) or event not played or presented at Lenovo Center.

THIS TICKET (“TICKET”) IS A REVOCABLE LICENSE. BY PURCHASING AND/OR USING TICKETS TO AN NHL GAME, HOLDER OF THIS TICKET AGREES THAT (1) USE OF SUCH TICKETS AND ADMISSION TO THE ARENA, STADIUM, OR VENUE (“VENUE”) IDENTIFIED IN THE TICKET IS CONDITIONED UPON HOLDER’S AGREEMENT TO THE TERMS AND CONDITIONS SET FORTH BELOW, AND (2) HOLDER WILL INFORM ANY GUESTS, COMPANIONS, OR OTHER PERSONS WHO WILL BE USING TICKETS PURCHASED BY OR RECEIVED FROM HOLDER THAT AS TICKET HOLDERS THEMSELVES, THEIR OWN USE OF SUCH TICKETS AND ADMISSION TO THE VENUE ARE ALSO CONDITIONED UPON THEIR AGREEMENT TO THE TERMS AND CONDITIONS BELOW.

TO THE EXTENT ENFORCEABLE IN THE APPLICABLE JURISDICTION, HOLDER, VENUE, AND NHL AGREE THAT ALL DISPUTES ARISING FROM THESE TERMS AND CONDITIONS SHALL BE LITIGATED IN COURT OR 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; AND, IF THE HOLDER DOES NOT CONSENT TO THIS CLAUSE, THE HOLDER MUST IMMEDIATELY LEAVE OR NOT ENTER THE VENUE.

### **SAFETY WARNING AND RELEASE/COMPLIANCE WITH NHL POLICIES**

WARNING! DESPITE ENHANCED SPECTATOR SHIELDING MEASURES, PUCKS STILL MAY FLY INTO THE SPECTATOR AREA. SERIOUS INJURY CAN OCCUR. STAY ALERT AT ALL TIMES INCLUDING DURING WARMUP AND AFTER PLAY STOPS. IF STRUCK, IMMEDIATELY ASK USHER FOR DIRECTIONS TO MEDICAL STATION. HOLDER, ON BEHALF OF HOLDER AND ANY PERSON ACCOMPANYING HOLDER, INCLUDING MINOR(S), VOLUNTARILY ASSUMES ALL RISKS OF PROPERTY LOSS AND PERSONAL INJURY, ILLNESS AND ALL OTHER HAZARDS RELATED TO THE GAME AND ATTENDING THE VENUE FOR WHICH A TICKET IS ISSUED,

WHETHER OCCURRING PRIOR TO, DURING OR AFTER THE GAME, INCLUDING SPECIFICALLY BUT NOT EXCLUSIVELY, THE DANGER OF INJURY BY HOCKEY PUCKS, STICKS AND OTHER EQUIPMENT, BY SPECTATORS OR PLAYERS, OR BY THROWN OBJECTS, AS WELL AS EFFECTS RELATED TO THE NOVEL CORONAVIRUS, COVID-19, WHICH HAS BEEN DECLARED A WORLDWIDE PANDEMIC BY THE WORLD HEALTH ORGANIZATION, IS EXTREMELY CONTAGIOUS, AND IS BELIEVED TO BE SPREAD MAINLY FROM PERSON-TO-PERSON AND THE RISK OF WHICH CANNOT BE ELIMINATED BY PRECAUTIONS, AND AGREES THAT THE NATIONAL HOCKEY LEAGUE, THE VENUE, 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") ARE EXPRESSLY RELEASED FROM ANY AND ALL CLAIMS ARISING FROM OR RELATING TO SUCH CAUSES OR OTHERWISE OCCURRING AT OR IN CONNECTION WITH THE GAME, INCLUDING SPECIFICALLY BUT NOT EXCLUSIVELY CLAIMS ARISING FROM OR RELATING TO THE NEGLIGENCE OF THE NHL.

HOLDER SHALL REVIEW CAREFULLY, AND ABIDE BY, THE POLICIES OF THE NHL, INCLUDING WITHOUT LIMITATION THE NHL FAN CODE OF CONDUCT, THE FAN GUIDE FOR THE EVENT AND ANY VENUE POLICIES, PROTOCOLS, OR PROCEDURES THE NHL MAY REQUIRE COMPLIANCE WITH OR VERIFICATION OF PRIOR TO OR AS A CONDITION OF ADMISSION TO THE VENUE, INCLUDING THOSE INTENDED TO PREVENT AND/OR CONTROL THE SPREAD OF COVID-19 THROUGH PERSONAL PRECAUTIONS, SOCIAL DISTANCING MEASURES, CONTACT TRACING, AND/OR PROOF OF TESTING NEGATIVE OR PROOF OF VACCINATION, AS APPLICABLE ("NHL POLICIES"). NHL RESERVES THE RIGHT TO REFUSE ADMISSION OR EJECT ANY PERSON THAT FAILS TO ABIDE BY ANY NHL POLICIES. NHL RESERVES THE RIGHT TO MODIFY ANY NHL POLICIES WITHOUT NOTICE. IN THE EVENT ANY PROVISION OF THIS TICKET SHALL BE DEEMED TO BE INVALID, ILLEGAL, OR UNENFORCEABLE BY A COURT OF LAW OR AUTHORIZED ARBITRATOR, THE VALIDITY, LEGALITY, AND ENFORCEABILITY OF THE REMAINING PROVISIONS SHALL NOT IN ANY WAY BE AFFECTED OR IMPAIRED THEREBY.

#### **NAME/LIKENESS RELEASE**

BY USING THE TICKET(S) AND ATTENDING THE GAME, HOLDER, ON BEHALF OF HOLDER AND ANY PERSON ACCOMPANYING HOLDER, INCLUDING MINOR(S), GRANTS THE NATIONAL HOCKEY LEAGUE AND ITS MEMBER CLUBS, THE VENUE, NHL ENTERPRISES, L.P., NHL ENTERPRISES CANADA, L.P., AND EACH OF THEIR RESPECTIVE AFFILIATES (COLLECTIVELY THE "NHL ENTITIES") PERMISSION TO RECORD HIS/HER IMAGE, NAME, VOICE, LIKENESS, ACTIONS AND/OR STATEMENTS IN ANY IMAGE, FOOTAGE, OR DISPLAY, WHETHER LIVE OR RECORDED, WHICH MAY BE TAKEN AT THE GAME OR AT THE VENUE, AND TO THE USE OF SAME BY THE NHL ENTITIES AT ANY TIME, FOR ANY PURPOSE (INCLUDING ADVERTISING OR PROMOTIONAL PURPOSES), AND IN ANY MEDIA NOW KNOWN OR SUBSEQUENTLY DEVELOPED WITHOUT ADDITIONAL COMPENSATION. THE NHL ENTITIES RESERVE THE RIGHT TO MODIFY ANY NHL POLICIES, INCLUDING THIS RELEASE, WITHOUT NOTICE.

**UNAUTHORIZED COMMERCIAL USE OF TICKET / UNAUTHORIZED TRANSMISSION.**

GAME TICKETS MAY NOT BE USED FOR ADVERTISING, PROMOTION (INCLUDING CONTESTS AND SWEEPSTAKES) OR OTHER COMMERCIAL PURPOSES WITHOUT PRIOR WRITTEN CONSENT OF THE NHL AND/OR THE APPLICABLE NHL MEMBER CLUB. ANY NON-EDITORIAL OR COMMERCIAL USE OF ANY NHL OR NHL CLUB MARK IS PROHIBITED WITHOUT PRIOR WRITTEN APPROVAL OF THE NHL. ANY UNAUTHORIZED TRANSMISSION, PICTURE OR OTHER DEPICTION OR DESCRIPTION OF ANY GAME ACTION, GAME INFORMATION OR OTHER VENUE ACTIVITY IS PROHIBITED WITHOUT PRIOR WRITTEN APPROVAL OF THE NHL. NHL RESERVES THE RIGHT TO MODIFY ANY NHL POLICIES WITHOUT NOTICE.

1. A Season Ticket Member (“STM”) is the person or entity that has subscribed to purchase tickets from Hurricanes Hockey Limited Partnership dba the Carolina Hurricanes Hockey Club (“HHLP” or “Hurricanes”) to Carolina Hurricanes home games played at Lenovo Center on a full-season or other multi[1]game basis (“Subscription”).

- A. For Personal Accounts (rather than Corporate Accounts), the individual listed first on the records of HHLP shall be deemed to be the Subscriber of record hereunder (whether or not payment is made by company check or credit card) and shall be personally liable for the STM account and all payments for the Subscription. All references to a company name on any invoice or any other Subscription materials are for informational or mailing purposes only.

2. Requests to change the seat locations for the tickets issued to a STM as part of a Subscription (“Tickets”) or the name and/or address of a STM must be approved by HHLP pursuant to a written request bearing either (i) the signature of the STM and a legible copy of an unexpired government issued identification card or (ii) the notarized signature of the STM.

3. Renewal privileges are extended at the option of HHLP and are subject to revocation at any time. HHLP in its sole discretion reserves the right for any reason whatsoever (i.e. with or without cause) to not renew any Subscription, to change the seat location previously assigned, or to cancel any Subscription. If a desired Subscription is unavailable, HHLP will promptly process a refund for such unavailable Subscription. In the event HHLP cancels a Subscription without cause, HHLP shall refund that portion of the Subscription price that relates to Tickets for games not yet played as of the effective date of the revocation.

- A. If an STM selects the Auto-Renewal **Payment** Plan, STM shall have a period of fourteen (14) days from the date that renewal information for each subsequent Season is distributed to Season Ticket Members to opt-out of their Subscription for the applicable Season; otherwise, STM will be deemed to have agreed to renew such Subscription for such Season on the Terms and Conditions then in effect for such renewal Season and make payments in accordance with the applicable payment plan for such Subscription. Nothing contained in this Section 3(a) shall be construed to limit the rights of HHLP described in Section 3 above or elsewhere in these Terms and Conditions.

- B. The Americans with Disabilities Act prohibits the automatic renewal of Accessible Seat Subscriptions. STM agrees to abide by Carolina Hurricanes’ Accessible Seating Policy which can be found at [CarolinaHurricanes.com/Accessibleseating](https://CarolinaHurricanes.com/Accessibleseating).

4. Tickets are personal licenses which HHLP may, in its sole discretion, revoke for improper conduct by any STM (including guests or other holders of any Tickets), as determined by HHLP and/or Lenovo Center

management, in their sole judgment. Such improper conduct, may include, but is not limited to, unruly or disruptive behavior, public intoxication, verbal or physical abuse, inappropriate language, harassment, fighting, any attempt to gain, provide or permit unauthorized admission to Lenovo Center (including premium seating and non-public areas) on cancelled, altered, or de-activated tickets or otherwise, commission of any crime on Lenovo Center property, engaging in any other fraudulent activity or scheme with respect to tickets, admissions, or the acquisition of any goods or services made available at Lenovo Center, or any other violation of the rules, policies or directives of Lenovo Center and its management. Upon such revocation for cause, the STM agrees that HHLP shall have no obligation to provide, and STM shall have no right to receive, a refund for any portion of the Subscription price, including without limitation, that portion of the Subscription price that relates to unused Tickets for games to be played on or after the date of revocation.

5. Subscriptions and Tickets are not refundable or exchangeable, except as otherwise provided for herein, under the terms of the Season Ticket Member Exchange or **Ticket Buy Back Programs**, or when required by law.
6. STM agrees to follow the directions of Lenovo Center staff and management and to abide by the policies, rules, and regulations of Lenovo Center which can be found at [lenovocenter.com/arena\\_info/policies](http://lenovocenter.com/arena_info/policies) and which may be updated from time to time. Season Ticket Members are responsible for the actions of anyone using their Tickets.
7. STM agrees to abide by these Terms and Conditions and the terms and conditions listed on the back of physical and digital Tickets, printed below, and incorporated herein by reference ("Ticket Back Language") as each may be amended from time to time in the sole discretion of HHLP.
8. If HHLP elects to extend to Subscribers a right of first refusal on their regular season seats for playoff games, such right must be exercised in accordance with such deadlines and upon such terms and conditions as are established by HHLP in its sole discretion.
9. There may be instances where inclement weather or other circumstances affect the schedule of games. Tickets will not be refunded for any game played, regardless of the date played. In the event of a postponement, HHLP will announce applicable exchange policies and procedures at that time. In the rare event of a cancellation, HHLP will provide a credit on the STM Subscription account for the amount paid for such cancelled game.
10. Tickets being purchased hereunder are solely for NHL preseason games for which admission is charged and regular season games presented by the Hurricanes and played at Lenovo Center during the applicable NHL Season (or Seasons, in the case of STMs who have selected the Auto-Renewal **Payment Plan**). Notwithstanding anything to the contrary contained herein and for the avoidance of doubt, Tickets and the Subscriptions being purchased hereunder shall not include tickets, or the right to purchase tickets, to any other event or game, including, but not limited to, any NHL European Global Series Games, NHL China Games, NHL Winter Classic, NHL Heritage Classic, NHL Stadium Series or any other outdoor game, or NHL All Star or NHL Draft event ("League Special Event") held in the Hurricanes' market or hosted by the NHL at Lenovo Center or elsewhere or otherwise in which the Hurricanes participate.
11. STM acknowledges and agrees that the Hurricanes and/or NHL may cancel, postpone, reschedule or relocate games or events for any reason (e.g., move a regular season game of the Hurricanes which is scheduled to be played at Lenovo Center to an alternate venue for the purposes of playing a League Special

Event), as determined in its/their sole discretion, as well as to modify or discontinue, temporarily or permanently, any aspect of the rules, operations and presentations of NHL games and events (“Preemption”). In the event that any game originally scheduled to be played at Lenovo Center for which Tickets have been sold to STM is not played or presented at Lenovo Center for any reason, including, but not limited to, Preemption, such occurrence shall in no way be deemed, argued or construed to be a breach by HHLP of any terms, conditions, agreement or any other duties or obligations in connection with the sale and use of the Tickets and, in such event, STM’s sole remedy shall be a pro-rata account credit or pro-rata refund of the price paid for these Tickets as specified in STM’s ticket invoice, and STM hereby waives and releases any and all claims it may have against HHLP and/or the NHL with respect to such game(s) not played or presented at Lenovo Center.

12. All payments are due by the date indicated on the applicable invoice and/or payment plan selected. Failure to make payment by such due date may result in, among other things, HHLP retracting its Subscription offer, cancellation of Tickets, suspension of the bar codes of Tickets until payment is made, release of the seats for sale to others, and the loss of STM priority and any future STM benefits. In such event, HHLP reserves the right, in its sole discretion, to terminate STM's payment plan, accelerate the entire amount due on a schedule determined in the sole discretion of HHLP, and/or require that all payments due (including payments not yet due under the payment plan selected) be paid in full prior to the reactivation of Tickets. HHLP further reserves the right to seek any and all remedies available at law or in equity and STM agrees to pay all collection costs incurred by HHLP in enforcement of the terms of this agreement including, without limitation, court costs, reasonable attorney’s fees and collection agency fees.

13. Lenovo Center management reserves the right to inspect and/or search all persons, packages and bags entering Lenovo Center. Refusal to submit to such inspection or search is grounds for revocation, without refund, of the Tickets for such game.

14. Tickets and Subscriptions may not be used for advertising, promotional (including contests or sweepstakes), or any other commercial purpose without the prior written consent of HHLP which HHLP may grant or deny in its sole discretion.

15. STM agrees to not sell or attempt to sell more than 25% of the Tickets in STM’s Subscription or additional individual or group tickets purchased. If STM (i) sells or attempts to sell (directly, indirectly, or otherwise) more than 25% of the Tickets in their Subscription or additional individual or group tickets purchased, or (ii) provides false, misleading, invalid, or fraudulent information (e.g. name, address, phone number, credit card number) to purchase Tickets, then HHLP, in its sole discretion, reserves the right to (i) limit or terminate STM's access to STM's online ticket Account Manager, (ii) not renew STM's Subscription for playoffs and/or subsequent seasons and/or (iii) immediately terminate the Subscription and cancel all Tickets without compensation or refund to STM.

16. STM hereby agrees that the state or federal courts in Wake County, North Carolina shall have exclusive jurisdiction and exclusive venue over any claims arising out of relating to this Subscription or out of the dealings or relationship between the STM and HHLP (including its parent and affiliate entities) and the STM further agrees that North Carolina law, without regard for its conflict of laws provisions, or Federal law, as applicable, shall govern all such claims.

17. The Terms and Conditions of this Season Ticket Member Subscription Agreement can also be found at [carolinahurricanes.com/STMterms](http://carolinahurricanes.com/STMterms). **TICKET TERMS AND CONDITIONS: THIS TICKET IS A REVOCABLE LICENSE SUBJECT TO THE FOLLOWING: WARNING: DESPITE ENHANCED SPECTATOR SHIELDING MEASURES, PUCKS STILL MAY FLY INTO THE SPECTATOR AREA. SERIOUS INJURY CAN OCCUR. STAY ALERT AT ALL TIMES INCLUDING DURING WARMUP AND AFTER PLAY STOPS. IF STRUCK, IMMEDIATELY ASK**

**USHER FOR DIRECTIONS TO MEDICAL STATION.** Ticket Holder assumes all risks of personal injury and all other hazards related to the event for which ticket is issued, whether occurring prior to, during or after the event including specifically but not exclusively danger of injury by hockey pucks, sticks, glass and other equipment, by spectators or players, or by thrown objects. Holder agrees that Hurricanes Hockey Limited Partnership d/b/a the Carolina Hurricanes, the arena, the NHL, the member clubs of the NHL, NHL Enterprises, L.P., the NHLPA and current and former players, and each of their affiliates, parents, related entities, owners, governors, officers, directors, partners, principals, employees and agents are expressly released by holder from any claims arising from or relating to such causes or otherwise occurring at or in connection with event. Ticket is a revocable license which may be withdrawn and admission refused at any time by refunding holder the printed purchase price, except as otherwise provided for below. Holder agrees to abide by policies of the Carolina Hurricanes, NHL, its member clubs, the arena and the instructions of arena personnel. Failure to abide by such policies, instructions, the terms and conditions contained herein or disorderly conduct may result in revocation of this license without refund. The license granted by this ticket will automatically terminate if any term is breached.

Management reserves the right to relocate seating, refuse admission to, eject or bar from future events, without refund or compensation, any person whose conduct is deemed by management to be disorderly or who fails to comply with the terms and condition contained herein, as may be posted, and/or advised. Holder of this ticket is admitted on condition, and by use of ticket agrees, that: cameras with detachable lenses are not permitted in the arena; bottles, coolers and containers of any kind are not allowed into the arena and may be confiscated; the arena is a strictly enforced smoke-free environment. Tickets obtained from unauthorized sources may be lost, stolen or counterfeit and may not be honored. The ticket cannot be replaced if lost, stolen or destroyed. Ticket may not be offered for resale in any manner which would violate any law or regulation. Hurricanes Hockey Limited Partnership and Gale Force Sports & Entertainment, L.L.C. reserve the right to void without compensation to the holder or owner, any and all tickets resold or offered for resale in violation of any law or regulation. Holder irrevocably consents to use, without compensation of his/her voice, image or likeness in any media now known or hereafter existing in connection with all or any part of the game, event, or related events, for any purpose whatsoever, including the commercial purposes of the NHL, Carolina Hurricanes, Lenovo Center and their sponsors, licensees, advertisers, and broadcasters. Ticket may not be used for advertising, promotion (including contests and sweepstakes) or other commercial purposes without prior written consent of NHL. Any non-editorial or commercial use of any NHL or NHL club Mark is prohibited without prior written approval of NHL. Any unauthorized transmission, picture or other depiction or description of any game action, game information or other arena activity is prohibited without prior written approval of NHL. **NO TICKET REFUNDS OR EXCHANGES.**

18. By placing a “Deposit”, you are not purchasing tickets or a product – you are purchasing the opportunity to purchase tickets or a product at a later date based on ticket availability. The placement of a “Deposit” does not guarantee that you will receive the opportunity to purchase tickets or a product at a later date. A “Deposit” can be placed for items including, but not limited to, Individual Game Tickets, Season Tickets, Group Tickets, Individual Suite Rental, Annual Suite Lease and Promotional Items. If

granted the opportunity to purchase tickets or a product after placing a “Deposit”, you are not guaranteed any specific plan, game, seating section, seating row, seat and/or item. If granted the opportunity to purchase tickets or a product based on a “Deposit”, you will have the opportunity to choose from the available inventory at that time, based on the then available inventory. If you do not wish to purchase the available inventory, your Deposit shall be returned to you. The terms for “Deposits” are subject to change at any time, without notice.

#### Season Ticket Member Attest Notice for Accessibility Needs Americans with Disabilities Act

The Carolina Hurricanes and Lenovo Center do not require proof of disability as a condition for purchasing tickets for accessible seats. However, in compliance with the Americans with Disabilities Act, we require those holding and/or requesting Accessible Seats on a season or multi-game plan basis to attest to the following in order to provide greater access to our guests who need the features of Accessible Seating and to prevent the misuse of such seating:

Accessible Seat tickets will be labeled accordingly to clearly identify them as such. When purchased, I, hereby, attest that I require, or the person for whom I am buying tickets requires, Accessible Seats due to a disability that requires one or more of the accommodations listed below

Game Plans Covered: 1. Full Season 2. Half Season Plan 3. Quarter Season Plan 4. Mini Plan 5. All Single Game

Accessible Seating Covered: 1. Wheelchair 2. Visually 3. Hearing 4. Mobility 5. Electrical 6. Service Animal

If the user of the ticket does not need the specific features of an Accessible Seat (wheelchair access, clear space, etc.), Lenovo Center staff may require the ticket holder to move to a different, non-accessible seating location. We sincerely appreciate your understanding and cooperation.