

Ticket Terms and Conditions

Tickets to events at the KeyBank Center (“KBC”) including, but not limited to, Buffalo Sabres games, are revocable licenses that only grant a one-time entry into KBC and a seat or, if specified on the ticket, a standing location for the specified event (the “Event”) with no right of re-entry. **The person seeking entry pursuant to such license, and any accompanying minors, (“Holder”) agrees that such ticket license is subject to these terms and conditions (“Terms”) and by acceptance and/or use of such ticket for the Event, Holder is deemed to have read the Terms and agreed to be bound by them.** Failure to comply with any of these Terms shall result in forfeiture of such license and all rights arising under it without refund, and shall entitle the National Hockey League (“NHL”), Western New York Arena, LLC (“Arena”), Western New York Lacrosse, LLC (“Bandits”) and Hockey Western New York, LLC (the “Sabres”), as applicable, and their direct and indirect affiliates, administrators, designees, licensees, and agents (individually or collectively, “Management”) to pursue all legal remedies available. Admission may be refused or revoked, and Holder may be ejected in the sole discretion of Management.

Holder will inform any guests, companions, or other persons who will be using tickets purchased by or received from Holder that as ticketholders themselves, their own use of such tickets and admission to KBC are also conditioned upon their agreement to the terms and conditions below.

ALL TICKET SALES ARE FINAL. NO REFUNDS OR EXCHANGES EXCEPT AS PROVIDED HEREIN. Due to the COVID 19 Pandemic, Holder understands and acknowledges that the Event is regulated by New York State and/or federal rules and laws for performing arts and entertainment (“Guidelines”). As such, on the date of the Event Holder understands and acknowledges that attendance may be reduced or limited under the Guidelines. **THE SOLE AND EXCLUSIVE REMEDY if admission is refused or withdrawn, KBC capacity limitations result in Holder’s ticket(s) being cancelled, or the Event is cancelled and not replayed for any reason, is a refund of up to the face value of the ticket fee set by Management (“Face Value”).** No refund or remedy will be provided if ticketholder is ejected or refused entry due to disorderly conduct or failure to comply with the Terms. Further, Management’s liability for any breach of any term of this ticket shall not exceed the Face Value. **IN NO EVENT SHALL MANAGEMENT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES OF ANY KIND INCLUDING, WITHOUT LIMITATION, ANY AMOUNT PAID IN EXCESS OF THE FACE VALUE FOR THIS TICKET OR ANY FEE PAID FOR A MEDICAL, i.e., COVID 19, TEST TO ATTEND THE EVENT. UNLESS OTHERWISE PROHIBITED BY LAW, ANY DISPUTE, CLAIM, OR CAUSE OF ACTION IN ANY WAY RELATED TO THIS TICKET OR THE EVENT SHALL BE RESOLVED BY MANDATORY, CONFIDENTIAL, FINAL, AND BINDING ARBITRATION IN BUFFALO, NY. HOLDER AND MANAGEMENT AGREE THAT ALL DISPUTES SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS AND WAIVE ANY RIGHT TO LITIGATE OR ARBITRATE ANY CLAIM AS A CLASS ACTION, REPRESENTATIVE ACTION, OR CLASS ARBITRATION. IF HOLDER DOES NOT CONSENT TO THIS CLAUSE, HOLDER MUST LEAVE OR NOT ENTER THE KBC. THIS CLAUSE IS GOVERNED BY THE FEDERAL ARBITRATION ACT.**

The date and time of the Event (and the opening of the gates) are subject to change by Management in its sole discretion, and no such change shall entitle Holder to a refund or any other remedy if Holder cannot attend or for any other reason. Holder may be relocated in the sole discretion of Management, and no such relocation shall entitle Holder to a refund or any other remedy if Holder is relocated to a seat of comparable Face Value.

Holder shall review and abide by any and all Management and, as applicable, any third-party promoter's policies, protocols or procedures, including any applicable bag policies, NHL Fan Code of Conduct, and those intended to prevent and/or control the spread of COVID 19 through personal precautions, social distancing measures and/or contact tracing. Holder and Holder's belongings may be searched or assessed prior to or upon entry into the KBC. **Prohibited items may be confiscated, and Holder may be denied admission or have his or her admission revoked at any time at the sole discretion of Management.** Holder consents to such searches and assessments and waives all claims relating to them. If Holder does not consent to such searches and assessments, Holder acknowledges that Management has the right to deny admission or to eject Holder from the Event without refund. **Management reserves the right to deny admission to or eject any person who Management, in its sole discretion, determines poses a risk to the health and safety of other attendees or whose conduct violates these Terms, any applicable code of conduct, or acts otherwise disorderly (or complicit in such conduct) without refund.**

Management reserves the right to modify any of their respective 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.

Holder agrees not to create, transmit, display, distribute, exploit, misappropriate or sell (or aid in such activity) (1) in any form, any description or account (whether text, data or visual, and including, without limitation, play-by-play data) of the Event or related events (collectively, the "Descriptive Data") for any commercial or non-personal, purpose; (2) any photographs, images, videos, audio or other form of display or public performance or reproduction of any portion of the Event or related events (the "Works") for any commercial or non-personal purpose; or (3) livestreams of any portion of the Event or related events (the "Livestreams"). Notwithstanding the foregoing, Holder agrees that by causing his or her ticket to be scanned upon entry to the KBC, Holder shall be deemed to have signed the ticket and granted Management, to the extent permissible by law, an exclusive worldwide, irrevocable, perpetual, sub-licensable, royalty-free license to all rights associated with the Works, the Livestreams, and the Descriptive Data. Holder also grants irrevocable permission to Management, the NHL Enterprises, L.P. NHL Enterprises, Canada, L.P., and each of, their respective sponsors, licensees, advertisers, broadcasters, designees, partners and agents to record Holder's image, name, likeness, voice, actions and statements in any image, footage, or display, whether live or recorded, which may be taken at the Event or at the Venue, and to use, publish, distribute, edit, modify and/or alter same at any time, for any purpose (including advertising or promotional purposes), and in any medium including, without limitation, any audio, video, film, photographs, social media, exhibition, transmission, publication or reproduction of the Event, without further authorization or compensation, and waives all claims and potential claims relating to such use unless prohibited by law.

SAFETY WARNING AND RELEASE

WARNING! DESPITE ENHANCED SPECTATOR SHIELDING MEASURES, PUCKS/BALLS 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 VOLUNTARILY ASSUMES ALL RISKS OF PROPERTY LOSS/DAMAGE AND PERSONAL INJURY, ILLNESS AND ALL OTHER HAZARDS RELATED TO THE EVENT AND ATTENDING THE VENUE FOR

WHICH A TICKET IS ISSUED, WHETHER OCCURRING PRIOR TO, DURING OR AFTER THE EVENT, INCLUDING SPECIFICALLY BUT NOT EXCLUSIVELY, THE DANGER OF INJURY BY HOCKEY PUCKS, LACROSSE BALLS, STICKS AND OTHER EQUIPMENT, BY SPECTATORS OR PLAYERS, OR BY THROWN OBJECTS, AS WELL AS EFFECTS RELATED TO THE EXPOSURE TO COMMUNICABLE DISEASES, VIRUS, BACTERIA OR 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 CONTACT AND THE RISK OF WHICH CANNOT BE ELIMINATED BY PRECAUTIONS. ACCORDING TO THE CENTERS FOR DISEASE CONTROL AND PREVENTION, SENIOR CITIZENS AND THOSE WITH UNDERLYING MEDICAL CONDITIONS ARE ESPECIALLY VULNERABLE.

AN INHERENT RISK OF EXPOSURE TO COVID-19 EXISTS IN ANY PUBLIC PLACE WHERE PEOPLE ARE PRESENT AND BY ENTERING KBC, HOLDER VOLUNTARILY ASSUMES ALL RISKS RELATED TO EXPOSURE TO COVID-19. Management is not responsible for lost, stolen, destroyed, duplicated or counterfeit tickets and may refuse to honor such tickets. Further, this ticket may not be used for, or in connection with, any form of commercial or trade purposes including, but not limited to, any advertising, promotions, contests, sweepstakes, giveaways, gambling or gaming activities, without the express written consent of Management. Without limiting the foregoing, any transfer of this ticket to any person who fails to satisfy any Guidelines or Management rules (including, but not limited to, pre-Event requirements established by the Arena) may be voided by Management and this ticket cancelled. This ticket may not be resold within one thousand five hundred feet from the physical structure of this place of entertainment under penalty of law. This ticket is subject to any federal, state or local law/regulation as may be applicable concerning the sale or re-sale of tickets. The price on the front of the ticket shows the box office price, which is the established price for this ticket. Use of this ticket in violation of any law is strictly prohibited and will result in seizure, revocation and/or forfeiture of this license without refund.

RELEASE, WAIVER & COVENANT NOT TO SUE

On behalf of Holder and Holder's Related Persons (defined below), Holder releases (and covenants not to sue) each of the Released Parties (defined below) with respect to any and all claims 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 above, including without limitation any and all claims that arise out of or relate in any way to (i) Holder's exposure to COVID-19; (ii) Holder's entry into, or presence within or around, the Event (including all risks related thereto, and including without limitation in parking areas or entry gates) or compliance with any protocols applicable to the Event; or (iii) any interaction between Holder and any personnel of any of the Released Parties present at the Event, in each case whether caused by any action, inaction or negligence of any Released Party or otherwise.

As used herein:

- "Related Persons" means Holder's heirs, assigns, executors, administrators, next of kin, anyone attending the Event with Holder (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.
- "Released Parties" means: (i) Hockey Western New York, LLC, County of Erie, City of Buffalo, Erie County Industrial Development Agency, Buffalo Urban Renewal Agency, Western New York

Arena, LLC, Western New York Lacrosse, LLC, NHL Enterprises, Canada, L.P., NHL Enterprises, L.P., the National Hockey League and its other professional member clubs, the NHLPA (including current and former players) and each of their respective direct and indirect affiliates, administrators, designees, licensees, agents, owners, officers, directors, employees, contractors (and all employees of such contractors) and other personnel; (ii) all third parties performing services at KBC; and (iii) any parents, subsidiaries, affiliated and related companies and officers, directors, owners, members, managers, partners, employers, employees, agents, contractors, sub-contractors, insurers, representatives, successors and/or assigns of each of the foregoing entities and persons, whether past, present or future and whether in their institutional or personal capacities.

New York State COVID 19 Requirements. Holder understands and acknowledges and agrees that Holder shall comply with the policies and guidelines issued by any federal, state, county, town or village governmental entity, the New York State Department of Health, the Erie County Department of Health and/or the Centers for Disease Control that govern the COVID 19 pandemic and admission into the KeyBank Center at the time of the Event. Such rules **may** include, but are not limited to: 1) receiving and producing proof of a negative molecular (RT-PCR) COVID-19 test result within 72 hours prior to the Event; 2) receiving and producing proof of a negative Antigen COVID 19 test result within 6 hours prior to the Event; 3) wearing a mask during the Event; and/or 4) receiving and producing proof of having completed the COVID 19 vaccination series at least 14 days prior to the Event, in order to be admitted to the Event. Holder understands and acknowledges that his or her necessary personal information (including without limitation name, contact information, date of birth and Health Pass status (i.e., green or red)) may be collected by the Sabres, Bandits and/or Arena, as applicable, to facilitate contact tracing protocols. The Sabres, Bandits, the Arena and/or third-party vendor CLEAR may use this information for purposes related to attendance at the Event, health or safety needs, or to provide required disclosures to applicable government authorities, i.e., New York State. Holder authorizes CLEAR to share this information with the Sabres, Bandits and/or the Arena on your behalf. Holder understands and agrees that he or she will complete all required registration materials upon and subsequent to purchasing the Event ticket as prescribed by Management.