## **EXHIBIT A**

THIS TICKET ("TICKET") IS A REVOCABLE LICENSE. ANY PERSON PURCHASING AND/OR USING THIS TICKET ("HOLDER") AGREES THAT (1) USE OF THIS TICKET FOR ADMISSION TO DELTA CENTER ("VENUE") TO ATTEND UTAH HOCKEY CLUB (THE "EVENT") IS CONDITIONED UPON HOLDER'S AGREEMENT TO THE TERMS AND CONDITIONS SET FORTH BELOW ("TICKET T&Cs"), AND (2) HOLDER WILL INFORM ANY GUESTS, COMPANIONS, OR OTHER PERSONS, INCLUDING ANY MINORS, WHO RECEIVE AND/OR USE ANY TICKET(S) FROM HOLDER (EACH AN "ACCOMPANYING PARTY"), THAT AS A TICKETHOLDER THEMSELVES, THEIR OWN USE OF SUCH TICKET AND ADMISSION TO THE VENUE IS ALSO CONDITIONED UPON AND CONFIRMS THEIR AGREEMENT TO THE FOREGOING AND THESE TICKET T&Cs.

THE TICKET T&Cs CONTAIN A SUMMARY OF MANDATORY TERMS THAT APPLY EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW (WHICH MAY INCLUDE THE PROVINCE OF QUEBEC). FOR FULL TERMS RELATED TO DISPUTE RESOLUTION AND BINDING ARBITRATION, CLASS ACTION AND JURY TRIAL WAIVER, AND CHOICE OF LAW, PLEASE REVIEW SECTIONS 18-20 OF HTTPS://WWW.NHL.COM/INFO/TERMS-OF-SERVICE (SUCH SECTIONS, THE "NHL DISPUTE TERMS"). PLEASE READ THESE TICKET T&Cs AND THE NHL DISPUTE TERMS CAREFULLY AS THEY MAY SIGNIFICANTLY AFFECT HOLDER'S LEGAL RIGHTS INCLUDING HOLDER'S RIGHT TO FILE A LAWSUIT IN COURT. IN ARBITRATION THERE IS NO JUDGE OR JURY AND THERE IS LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT. ANY TERM NOT DEFINED IN THESE TICKET T&Cs SHALL HAVE ITS MEANING AS SET FORTH IN THE NHL DISPUTE TERMS.

TO THE EXTENT ENFORCEABLE IN THE APPLICABLE JURISDICTION, HOLDER AND THE NATIONAL HOCKEY LEAGUE ("LEAGUE") AND ITS MEMBER CLUBS, NHL ENTERPRISES, L.P. ("NHL"), NHL ENTERPRISES CANADA, L.P., NHL ENTERPRISES B.V., NHL INTERACTIVE CYBERENTERPRISES, LLC, NHL NETWORK US, L.P., NHL NETWORK US, INC., NATIONAL HOCKEY LEAGUE ENTERPRISES CANADA, INC., NHL ENTERPRISES, INC., AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, AGENTS AND REPRESENTATIVES ("NHL PARTIES") AGREE THAT ALL CURRENT OR FUTURE DISPUTES RELATING TO THIS TICKET OR THE EVENT ARISING BETWEEN HOLDER AND THE NHL PARTIES SHALL, IN ACCORDANCE WITH THE PROCEDURES SUMMARIZED HEREIN AND FULLY DESCRIBED IN NHL DISPUTE TERMS, BE LITIGATED OR ARBITRATED ON AN INDIVIDUAL BASIS AND WAIVE ANY RIGHT TO A JURY TRIAL OR TO LITIGATE OR ARBITRATE ANY CLAIM AS A CLASS ACTION, REPRESENTATIVE ACTION, OR CLASS ARBITRATION. HOLDER HAS THE LIMITED RIGHT TO OPT OUT; HOWEVER, IF HOLDER DOES NOT CONSENT TO THESE PROVISIONS, HOLDER MUST IMMEDIATELY LEAVE THE **EVENT OR NOT ENTER THE VENUE.** 

<u>SUMMARY OF DISPUTE RESOLUTION PROVISION (ARBITRATION AGREEMENT; CLASS ACTION AND JURY TRIAL WAIVERS; CHOICE OF LAW).</u>

BEFORE INITIATING AN ARBITRATION PROCEEDING, HOLDER OR THE NHL PARTIES, AS APPLICABLE, MUST GIVE THE OTHER PARTY NOTICE OF THE DISPUTE BY PROVIDING A WRITTEN "NOTICE OF DISPUTE" THAT IS PERSONALLY SIGNED BY THE PARTY INITIATING THE NOTICE OF DISPUTE (OR ITS AUTHORIZED REPRESENTATIVE). THE NOTICE OF DISPUTE MUST CONTAIN THE FOLLOWING INFORMATION: (1) NAME, CONTACT INFORMATION (ADDRESS, TELEPHONE NUMBER, AND EMAIL ADDRESS), AND ACCOUNT INFORMATION, IF APPLICABLE: (2) A DETAILED DESCRIPTION OF THE NATURE AND BASIS OF THE DISPUTE; AND (3) A DETAILED DESCRIPTION OF THE NATURE AND BASIS OF THE RELIEF SOUGHT, INCLUDING A CALCULATION FOR IT. HOLDER MUST SEND ANY SUCH NOTICE OF DISPUTE TO THE NHL PARTIES BY EMAIL TO ADR@NHL.COM. THE NHL PARTIES MUST SEND ANY SUCH NOTICE HOLDER AND THE NHL PARTIES AGREE TO MAKE A GOOD FAITH EFFORT TO RESOLVE THE DISPUTE FOR AT LEAST 60 DAYS FOLLOWING RECEIPT OF THE NOTICE OF DISPUTE. IF THE PARTIES CANNOT RESOLVE THE DISPUTE WITHIN THAT PERIOD, IT SHALL BE RESOLVED BY BINDING INDIVIDUAL ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") AND HEARD BY A SINGLE ARBITRATOR. THE AAA RULES WILL GOVERN EXCEPT AS SPECIFICALLY MODIFIED BY THE NHL DISPUTE TERMS OR AS OTHERWISE AGREED BY THE PARTIES. ALL ISSUES ARE FOR THE ARBITRATOR TO DECIDE EXCEPT THE FOLLOWING, WHICH ARE FOR A COURT OF COMPETENT JURISDICTION TO DECIDE: (1) ISSUES THAT ARE SPECIFICALLY RESERVED FOR A COURT AND (2) ISSUES RELATED TO THE SCOPE AND ENFORCEABILITY OF THE ARBITRATION PROVISIONS.

HOLDER AND THE NHL PARTIES AGREE THAT, EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW (WHICH MAY INCLUDE THE PROVINCE OF QUEBEC), EACH PARTY MAY BRING CLAIMS (WHETHER IN COURT OR IN ARBITRATION) AGAINST THE OTHER PARTY ONLY IN AN INDIVIDUAL CAPACITY, AND NOT PARTICIPATE AS A PLAINTIFF, CLAIMANT, OR CLASS MEMBER IN ANY CLASS, COLLECTIVE, CONSOLIDATED, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE PROCEEDING; (2) WAIVES ANY RIGHT TO A JURY TRIAL; (3) AGREES THE STATE AND FEDERAL COURTS LOCATED IN NEW YORK COUNTY, NEW YORK SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY DISPUTES (EXCEPT FOR DISPUTES BROUGHT IN SMALL CLAIMS COURT) THAT ARE NOT SUBJECT TO ARBITRATION OR OVER ANY ACTION INVOLVING THE APPLICABILITY OR ENFORCEABILITY OF ANY PROVISIONS OF THESE TICKET T&Cs (INCLUDING THE ARBITRATION PROVISIONS AND CLASS ACTION WAIVER) TO THE EXTENT ENFORCEABLE; AND (4) ACKNOWLEDGES THERE ARE ADDITIONAL PROCEDURES FOR "MULTIPLE CASE FILINGS." HOLDER AND THE NHL PARTIES WAIVE ANY OBJECTIONS AS TO PERSONAL JURISDICTION OR AS TO THE LAYING OF VENUE IN THE STATE AND FEDERAL COURTS LOCATED IN NEW YORK COUNTY, NEW YORK, AS APPLICABLE, DUE TO INCONVENIENT FORUM OR ANY OTHER BASIS TO SEEK TRANSFER OR CHANGE VENUE OF SUCH ACTION TO ANOTHER COURT.

## SAFETY WARNING AND RELEASE

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 THEMSELVES AND ANY ACCOMPANYING PARTIES. INCLUDING MINOR(S), VOLUNTARILY ASSUMES ALL RISKS OF PROPERTY LOSS AND PERSONAL INJURY. ILLNESS AND ALL OTHER HAZARDS RELATED TO ATTENDING THE EVENT, WHETHER OCCURRING PRIOR TO, DURING OR AFTER THE Event, 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 INFECTIOUS AND/OR COMMUNICABLE DISEASES (INCLUDING, HUMAN CORONAVIRUSES), OR OTHER ILLNESSES, AND AGREES THAT THE NHL PARTIES. THE NATIONAL HOCKEY LEAGUE PLAYERS ASSOCIATION (INCLUDING CURRENT AND FORMER PLAYERS, ("NHLPA")), THE OWNERS AND OPERATORS OF THE VENUE, AND EACH OF THEIR RESPECTIVE AFFILIATES, PARENTS, SUBSIDIARIES, AGENCIES, DEPARTMENTS, SUBDIVISIONS, RELATED ENTITIES, OWNERS, GOVERNORS, TRUSTEES, OFFICERS, DIRECTORS, PARTNERS, SHAREHOLDERS, MEMBERS, PRINCIPALS, EMPLOYEES, AGENTS AND REPRESENTATIVES (COLLECTIVELY, THE "RELEASED PARTIES") ARE EXPRESSLY RELEASED FROM ANY AND ALL CLAIMS ARISING FROM OR RELATING TO SUCH CAUSES OR OTHERWISE OCCURRING AT OR IN CONNECTION WITH THE EVENT, INCLUDING SPECIFICALLY BUT NOT EXCLUSIVELY CLAIMS ARISING FROM OR RELATING TO THE NEGLIGENCE OF ANY RELEASED PARTIES.

IN NO EVENT WILL ANY RELEASED PARTY BE LIABLE TO HOLDER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR FOR LOST PROFITS, REVENUES OR BUSINESS OPPORTUNITIES EVEN IF SUCH RELEASED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **COMPLIANCE WITH EVENT POLICIES**

HOLDER SHALL REVIEW CAREFULLY, AND ABIDE BY, THE POLICIES OF THE RELEASED PARTIES INCLUDING WITHOUT LIMITATION THESE TICKET T&Cs THE NHL FAN CODE OF CONDUCT (HTTPS://WWW.NHL.COM/FANS/FAN-CODE-OF-CONDUCT), THE FAN GUIDE FOR THE EVENT (IF APPLICABLE) AND ANY VENUE RULES, PROTOCOLS, OR PROCEDURES THE RELEASED PARTIES MAY REQUIRE COMPLIANCE WITH OR VERIFICATION OF PRIOR TO OR AS A CONDITION OF ADMISSION TO THE VENUE, AS APPLICABLE (COLLECTIVELY THE "EVENT POLICIES"). UTAH HOCKEY CLUB RESERVES THE RIGHT TO REFUSE ADMISSION TO OR EJECT ANY PERSON THAT FAILS TO ABIDE BY ANY EVENT POLICIES. WHICH MAY BE MODIFIED WITHOUT NOTICE. EXCEPT AS

SPECIFICALLY PROVIDED IN THE DISPUTE RESOLUTION SECTION OF THESE TICKET T&Cs, IN THE EVENT ANY PROVISION OF THESE TICKET T&Cs SHALL BE DEEMED TO BE INVALID, ILLEGAL, OR UNENFORCEABLE BY A COURT OR 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 A TICKET TO ATTEND THE EVENT, EACH HOLDER, ON BEHALF THEMSELVES AND ANY ACCOMPANYING PARTIES, INCLUDING MINOR(S), GRANTS THE RELEASED PARTIES AND EACH OF THEIR RESPECTIVE AFFILIATES PERMISSION TO RECORD THEIR IMAGE, NAME, VOICE, LIKENESS, ACTIONS AND/OR STATEMENTS IN ANY IMAGE, FOOTAGE, OR DISPLAY, WHETHER LIVE OR RECORDED, WHICH MAY BE TAKEN AT THE EVENT OR IN AND AROUND THE VENUE, AND TO THE USE OF SAME BY THE RELEASED PARTIES AND EACH OF THEIR RESPECTIVE AFFILIATES AT ANY TIME, FOR ANY PURPOSE (INCLUDING ADVERTISING OR PROMOTIONAL PURPOSES), AND IN ANY MEDIA NOW KNOWN OR SUBSEQUENTLY DEVELOPED WITHOUT ADDITIONAL COMPENSATION.

UNAUTHORIZED COMMERCIAL USE OF TICKET/UNAUTHORIZED TRANSMISSION TICKETS MAY NOT BE USED FOR ADVERTISING, PROMOTION (INCLUDING CONTESTS AND SWEEPSTAKES) OR OTHER COMMERCIAL PURPOSES WITHOUT PRIOR WRITTEN CONSENT OF UTAH HOCKEY CLUB. ANY NON-EDITORIAL OR COMMERCIAL USE OF ANY LEAGUE MARK OR NHL MEMBER CLUB MARK IS PROHIBITED WITHOUT PRIOR WRITTEN APPROVAL OF THE APPROPRIATE NHL OR NHL MEMBER CLUB, AS APPLICABLE. ANY UNAUTHORIZED TRANSMISSION, PICTURE OR OTHER DEPICTION OR DESCRIPTION OF THE EVENT, INCLUDING, ANY GAME ACTION, GAME INFORMATION OR OTHER VENUE ACTIVITY IS PROHIBITED WITHOUT PRIOR WRITTEN APPROVAL OF NHL.

THE NHL PARTIES RESERVE THE RIGHT TO MODIFY ANY EVENT POLICIES WITHOUT NOTICE.