



ARIZONA COYOTES SEASON TICKET PLAN POLICY

The Arizona Coyotes established this Season Ticket Plan Policy (this “Policy”) to govern season ticket plans for Arizona Coyotes home games played at the arena currently known as the Mullett Arena or any venue that is deemed a “home” game for the Coyotes by the National Hockey League (“NHL”) (each the “Arena”).

This Policy applies to your season ticket plan for the Arizona Coyotes season(s) for which you purchase tickets. The Arizona Coyotes may update this Policy at any time upon providing notice to any contact information on file for your ticket account. Use of any ticket in your season ticket plan after the Arizona Coyotes send a Policy update notice shall constitute your acceptance of the updated version of the Policy.

PARTS OF THIS POLICY INCLUDE (I) AN ARBITRATION PROVISION WITH A CLASS ACTION WAIVER AND (II) A RELEASE AND WAIVER OF POTENTIAL LEGAL CLAIMS FOR PERSONAL INJURY, ILLNESS (INCLUDING WITHOUT LIMITATION COVID-19), DEATH, AND/OR PROPERTY DAMAGE. PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING.

1. Tickets.

- a. **Season Ticket Member Account.** The purchaser of an Arizona Coyotes season ticket plan (each a “Season Ticket Member” and collectively the “Season Ticket Members”) are assigned a ticket account that is maintained in the purchaser’s name. Business ticket accounts are maintained in the company’s name; however, one (1) contact person must be named who has authority to act on the company’s behalf. Changes to a business ticket account’s contact person must be made in writing on the company’s letterhead and signed by an authorized officer of the company.
- b. **Conditional Use.** Season Ticket Members must continuously comply with the terms and conditions of this Policy, as well as the terms, conditions, and other policies that apply to all Arizona Coyotes tickets. Season Ticket Members must also observe all rules, regulations, policies, and procedures adopted by the Arizona Coyotes, the Arena, and the National Hockey League (the “NHL”). Season Ticket Members are subject to policies with respect to the cancellation, postponement, or rescheduling of a game. The Arizona Coyotes reserves the right to reasonably amend all terms, conditions, and policies applicable to ticket holders at any time.
- c. **Revocable.** The purchase, and legal receipt and/or use, of an Arizona Coyotes ticket secures for the Season Ticket Member a revocable license to sit in the seat designated for the specific event shown on the ticket. Season Ticket Members purchase a series of revocable licenses to use specified seats for those Arizona Coyotes games, as shown on the tickets. No property rights whatsoever are conveyed by a ticket. Payments received by the Arizona Coyotes from a third party do not accrue any rights or benefits to the third party in the tickets. The Arizona Coyotes reserves the right to revoke any ticket account without cause, after which a pro-rata credit or refund will be issued at the Arizona Coyotes’ discretion for the unused value paid for the revoked tickets, if any, as the ticket account holder’s sole remedy. The Arizona Coyotes and/or the Arena also reserve the right to revoke any ticket for cause, including, without limitation, perceived or actual violation of any applicable policy, term, condition, law, or regulation, and no refund will be issued. Season Ticket Members acknowledge that the NHL may schedule a special event resulting in a regular season scheduled game being played in an alternative venue and that tickets for such a game will be credited pro-rata to the Season Ticket Member’s ticket account, subject to NHL rules and availability. Ticket holders also acknowledge that access to the club areas of the Arena may from time-to-time change, or be terminated, and understand that no credit or refund will be issued for modification or termination of club access, and this shall in no

way be deemed, argued, or construed to be a breach by the Arizona Coyotes of any terms, conditions, agreement, or any other duties or obligations in connection with the sale and use of the tickets.

- d. Non-Transferable.** The tickets may not be transferred to any third party or unauthorized agent, excluding NHL Exchange and Ticketmaster Resale, unless explicitly authorized in writing by the Arizona Coyotes in advance. Any unauthorized sale and/or transfer of a ticket may result in cancellation of any or all tickets and privileges at the Arizona Coyotes' discretion. In the event that a ticket account is in the name of a company and the company merges or is sold, the tickets are not the property of the company and may not be included as such in the sale, transfer, or acquisition of the company without the express written consent of the Arizona Coyotes, and the tickets are subject to cancellation without refund. Without the Arizona Coyotes' prior written consent, Arizona Coyotes tickets may not be used for contests, sweepstakes, or other trade, promotional, or charitable purposes.
- e. Non-Cancellable.** Ticket plans are non-cancellable. Upon request, the Arizona Coyotes, without any obligation to do so and in its sole discretion, may attempt to resell the tickets in part or in whole and may credit the proceeds from that sale against the Season Ticket Member's ticket account.
- f. Mobile Tickets.** Tickets will only be distributed to mobile devices. No tickets may be printed. The ticketholder is solely responsible for ensuring that mobile tickets are accessible.
- g. Requests.** All requests from a Season Ticket Member, including without limitation change of address, must be provided in writing with the ticket account number and telephone number to your Arizona Coyotes Account Executive or **FanServices@ArizonaCoyotes.com**.
- h. Automatic Renewal.** YOU UNDERSTAND AND ACKNOWLEDGE THAT YOUR SEASON TICKET PLAN WILL AUTOMATICALLY RENEW EACH SEASON, UNLESS YOU PROVIDE WRITTEN NOTICE OF CANCELLATION. The Arizona Coyotes will notify you regarding renewal prices for your seat location(s) and will allow thirty (30) calendar days after such notification for you to opt-out of the auto-renewal through written notice. If you wish to opt-out of this auto renewal, you must either (i) provide your auto renewal opt-out notice at the following link: https://arizonacoyotes.formstack.com/forms/2024_25_opt_out; or (ii) send your auto renewal opt-out notice (with your account number and daytime telephone number) to the Arizona Coyotes at 8465 N. Pima Road, Suite 100, Scottsdale, AZ 85258 (Attn. Member Services). IF YOU DO NOT OPT-OUT OF THE AUTO RENEWAL, YOUR SEASON TICKET PLAN WILL AUTOMATICALLY RENEW, AND THE ARIZONA COYOTES ARE AUTHORIZED TO AUTOMATICALLY CHARGE YOUR PAYMENT METHOD ON FILE. Renewal charges will be in accordance with the payment schedule set forth by the Arizona Coyotes in addition to any other charges in connection with the Arizona Coyotes' auto-renewal program. You understand and agree that the Arizona Coyotes are not liable for erroneous bill statements or incorrect charges relating to this auto-renew policy. The Arizona Coyotes' only responsibility is to correct these erroneous bill statements and/or charges if and when the Arizona Coyotes receive written notice of the error. You understand and agree that the Arizona Coyotes reserve the right to terminate this automatic renewal policy at its sole discretion. If your payment method on file is declined in connection with this policy, you will be responsible for the immediate payment of any and all remaining balances. Outstanding account balances, or failure to adhere to the payment schedule specified by the Arizona Coyotes, may result in the revocation of account privileges, including, without limitation, denied entry to games or events. You understand that your authorization for this auto renewal policy remains in full force and effect until the Arizona Coyotes receive written notice of termination before a season deadline (the aforementioned thirty (30) day period from notification of renewal pricing). This automatic renewal policy applies in full force and effect to all season ticket programs

offered by the Arizona Coyotes. For the avoidance of doubt, use of any ticket in your season ticket plan after automatic renewal shall constitute your acceptance of any updated version of the Policy applicable to such season.

- i. NHL Stanley Cup Playoffs.** Season Ticket Member acknowledges and agrees that the season ticket plan only includes the agreed upon tickets for preseason and regular season games at the Arena. Stanley Cup Playoff games (“Playoff Games”) are not included in the season ticket plan. Season Ticket Members may have the option to purchase the same, or different, seat locations for Playoff Games during the applicable season in accordance with the prices and other terms the Arizona Coyotes put forth, provided that the availability of such seats shall be subject to availability as determined by the NHL, the Arizona Coyotes, and the Arena each in its sole discretion, and provided that Season Ticket Member is not in breach of this Agreement.
 - j. Ticket Resale.** Season Ticket Members that have renewed their season ticket plan from a prior season may resell tickets for up to and including eighteen (18) games included in a full season ticket plan, eight (8) games included in a half season ticket plan, and/or four (4) games included in a 10-game pack in a single season (the “Renewal Ticket Resale Threshold”), subject to federal, state, or local law or regulation. New Season Ticket Members (i.e., those entering a season ticket plan for the first time) may resell tickets for up to and including twelve (12) games included in a full season ticket plan, six (6) games included in a half season ticket plan, and/or three (3) games included in a 10-game pack in a single season (the “New Member Ticket Resale Threshold” and together with the Renewal Ticket Resale Threshold, the “Ticket Resale Threshold”). Season Ticket Member may only resell tickets, subject to the applicable Ticket Resale Threshold, on the tickermaster.com platform. For the avoidance of doubt, this subsection only restricts a Season Ticket Member’s ability to resell tickets purchased as part of a season ticket package and does not restrict a Season Ticket Member’s ability to give away game tickets, e.g., to a family member or friend. If Season Ticket Member resells tickets to a number of games exceeding the applicable Ticket Resale Threshold in a single season or through a platform other than ticketmaster.com, the Arizona Coyotes expressly reserves the right to cancel Season Ticket Member’s account and any future tickets included in the season ticket plan and not renew Season Ticket Member’s account for any subsequent season. In the event of resale or attempted resale of tickets included in the season ticket plan in a manner in violation of this Agreement or any federal, state, or local law or regulation, the Arizona Coyotes further reserves its right to cancel, without refund (in addition to any penalties and/or fines imposed by applicable authorities), such Season Ticket Member’s season ticket plan.
- 2. Late Payment.** Any late payment is subject to (i) interest at the lesser of six percent (6%) per annum in excess of the prime rate announced from time to time by Chase Payment Tech or the highest rate permitted by Arizona law and (ii) a two hundred dollar (\$200) administrative fee. The Arizona Coyotes reserves the right, in addition to any and all other remedies available at law and equity, to send your ticket account to a collections company, in which case, you shall also be responsible for all collection and legal costs that result from the late payment.
- 3. ADA Seating.** In accordance with Americans with Disabilities Act (ADA) regulations, Season Ticket Members requesting accessible seating may be asked to attest in writing that the features of accessible seating are required for them to attend the game, or that the tickets are being purchased for someone who requires the features of accessible seating. The Arizona Coyotes reserves the right to confirm, as is permitted by law, a Season Ticket Member’s need for seating accommodations as a condition for providing seating accommodations, and if such confirmation is not provided, the Arizona Coyotes may, at its option, relocate a Season Ticket Member’s seat location(s) to an accessible seating location or cancel the tickets. The accessible seating sections throughout the Arena are designed specifically for those with mobility disabilities, which include but are not limited to:

 - Wheelchairs and other mobility device users;

- Patrons who are unable to climb steps or walk long distances due to significant joint, muscular, neurological, respiratory, circulatory, or cardiac conditions;
- Patrons who have a disability that precludes their use of a straight-back seat; and
- Patrons who have a service dog that cannot fit under a non-accessible seat or lie safely in the aisle.

A ticket holder who does not require the specific features of accessible seating, but merely has a preference for such seating, is not entitled to purchase accessible seats even if he or she has a disability. To accommodate patrons who cannot climb steps or walk long distances because of the conditions listed above, the Arena reserves seats in rows not requiring the use of stairs. These seats allow the Arena to meet the needs of those who require additional space for mobility devices, service dogs, and for those who cannot sit in other Arena seats. If a ticket is purchased for accessible seating and such seating is not needed for the event, an Arena guest services representative should be informed, and a comparable seat will be made available so that accessible seating is made available for those who require such seats. Patrons provided with accessible seating may be asked to relocate to comparable accessible seats in order to make specific accessible seating available for a particular need. The Arizona Coyotes and/or the Arena will investigate any suspected misuse of accessible seats. Any tickets for accessible seating that are wrongfully purchased at the Arizona Coyotes' and/or the Arena's discretion are subject to relocation and/or revocation without refund.

4. Assumed Risks and Waiver of Liability. THIS PROVISION INCLUDES A RELEASE AND WAIVER OF POTENTIAL LEGAL CLAIMS. PLEASE READ IN FULL BEFORE SIGNING. Season Ticket Members and, as applicable, their guardian(s) voluntarily assume all risks and dangers when attending a hockey game or related event, whether exposure to such risks occurs before, during, or after the game or inside or outside of the Arena. Risks and dangers may include without limitation damage to property, personal injury or death from pucks, sticks, hockey equipment, promotional items, persons, other objects, and/or their own physical condition(s), illness, and all risks and dangers inherent to and arising out of exposure to the novel coronavirus and related health complications (“COVID-19”). Season Ticket Members and, as applicable, their guardian(s) voluntarily assume and accept such risks and waive all rights to make a claim in any form and all damages whatsoever against IceArizona Hockey Co LLC, IceArizona Holdings LLC, the Arena, Oak View Group, the NHL, the member clubs of the NHL, NHL Enterprises, L.P., NHL Enterprises Canada, L.P., the NHLPA, Arizona State University, the Arizona Board of Regents, and their respective parent entities, affiliates, owners, partners, trustees, officers, directors, partners, principals, agents, and employees in relation to such assumed risks.

5. Communicable Diseases. Season Ticket Members and, as applicable, their guardian(s) understand and acknowledge the following: (i) attending a hockey game and/or a related event involves risk of injury, illness, or death from many causes, including without limitation potential exposure to communicable diseases (e.g., MRSA, influenza, COVID-19, etc.); and (ii) the risk of becoming exposed to or infected by communicable diseases may result from the actions, omissions, or negligence of themselves and others, including, but not limited to, the Released Parties and Event participants and their families. To help reduce the likelihood of exposure to COVID-19, patrons are expected to follow the then current applicable CDC guidelines (e.g., the wearing of facial coverings, washing their hands, maintaining social distancing, covering their mouth when sneezing, and avoiding touching their eyes, nose, and mouth while in the Arena). While the Arena will take preventative measures designed to help reduce the spread of COVID-19, neither the Arena nor the Arizona Coyotes can guarantee that the Season Ticket Members or any of the Season Ticket Members guests) will not become infected with COVID-19 when attending an Arizona Coyotes hockey game or event. The Season Ticket Member voluntarily agrees to assume, and accept sole responsibility for, all of the foregoing risks. The Season Ticket Member also understands and agrees that this release includes, without limitation, any claims based on the actions, omissions, or negligence of the Released Parties or other Event participants, and whether an infection occurs before, during, or after participation in the Event. The Season Ticket Member acknowledges that Season Ticket Member's (and, if applicable, any accompanying child's) attendance at and/or participation in the Event is voluntary and may be terminated by Season Ticket Member, an accompanying child, or the Arizona

Coyotes at any time.

- 6. Publicity Release.** Each Season Ticket Member and, as applicable, their guardian(s) agree that each hockey game and event is a public event, that each attendee's appearance and actions surrounding and inside the Arena where the event occurs are public in nature, and that attendees do not have any expectation of privacy with regard to their appearance or conduct at the event. In return for their revocable ticket license, ticket holders and, as applicable, their guardian(s) grant to the Arizona Coyotes, the Arizona Coyotes Foundation, the NHL, the Arena, and their respective affiliates, sponsors, agents, and broadcast partners the right to use, without further authorization or any compensation, their image and/or likeness globally in any form, including without limitation live or recorded video display or other transmission and in any still photography taken before, during, or after an Arizona Coyotes game or event at or around the Arena or any other location in relation to such an Arizona Coyotes game or event.
- 7. Event Limitations.** The Season Ticket Member acknowledges and agrees that the tickets being purchased hereunder are solely for the identified Arizona Coyotes preseason and/or regular season home games played at the Arena. For the avoidance of doubt, this season ticket purchase 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, NHL All Star, or NHL Draft event ("League Special Event") to the extent held at an alternative venue or hosted by the NHL at the Arena or otherwise in which the Arizona Coyotes participate. Each Season Ticket Member acknowledges and agrees that the Arizona Coyotes and/or NHL may cancel, postpone, reschedule, or relocate games or events for any reason (e.g., move a regular season game of the Arizona Coyotes from the Arena to an alternate venue for the purposes of playing a League Special Event, move a regular season game of the Arizona Coyotes games from Mullett Arena to another arena in the Phoenix metropolitan area for any reason, etc.), as determined in its/their sole discretion, and to modify or discontinue, temporarily or permanently, any aspect of the rules, operations, and/or presentations of NHL games and events ("Preemption"). In the event that any game or event for which tickets have been sold to the Season Ticket Member is not played or presented in the Arena for any reason, including, but not limited to, Preemption, work stoppage, or in relation to force majeure (i.e. any other event outside of the Arizona Coyotes' direct control), such event shall in no way be deemed, argued, or construed to be a breach by the Arizona Coyotes 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, the Season Ticket Member's sole remedy shall be a pro-rata ticket account credit or refund, at the Arizona Coyotes' discretion, equal to the price the Season Ticket Member paid for the applicable game or event tickets as specified in the ticket invoice, and the ticket holder hereby waives and releases any and all claims it may have against the Arizona Coyotes and/or the NHL with respect to such game(s) or event(s) not played or presented at the Arena.
- 8. Individual Arbitration Provision and Class Action Waiver.**

 - a.** Unless prohibited by federal law or stated otherwise as an exception in this section of the Policy, and in consideration for being allowed to purchase a season ticket plan, Season Ticket Member agrees to arbitrate any and all claims and disputes relating in any way to this Policy and/or our dealings with one another (each, a "Claim" and collectively "Claims") through BINDING INDIVIDUAL ARBITRATION before a single arbitrator appointed by the American Arbitration Association ("AAA") in accordance with its then governing rules and procedures. Any arbitration shall take place in Maricopa County, Arizona. The arbitration of any Claim will be conducted in a confidential manner, except as may be required by applicable law, and except as necessary to confirm, vacate, or enforce the arbitration award. Judgment upon any arbitration award will be final, binding, and conclusive upon the parties and may be entered in any court having jurisdiction. This arbitration provision involves interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA"), and not by state law. Claims concerning the validity, scope, or enforceability of this arbitration provision shall be excluded from this arbitration provision and shall be governed by and construed in accordance

with Arizona law without regard to conflict of laws or principles in Maricopa County Superior Court.

- b.** In any Claim or dispute to be resolved by arbitration, neither the Season Ticket Member, nor the Arizona Coyotes will be able to have a court or jury trial or participate in a class action or class arbitration. Other rights that the Season Ticket Member and the Arizona Coyotes would have through a court will not be available or will be more limited in arbitration, including, without limitation, the right to appeal. The Season Ticket Member and the Arizona Coyotes each understand and agree that by requiring each other to resolve all disputes through individual arbitration, each is WAIVING THE RIGHT TO A COURT OR JURY TRIAL. ALL DISPUTES SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS, AND NOT AS A CLASS ACTION, REPRESENTATIVE ACTION, OR ANY SIMILAR PROCEEDING.
- c.** The Arizona Coyotes may exercise any lawful rights to seek provisional remedies or self-help, without waiving the right to arbitrate by doing so. Notwithstanding any other provision of this Policy, if the foregoing class action waiver and prohibition against class arbitration is determined to be invalid or unenforceable, then this entire arbitration provision shall be void, in which case; any Claims will be governed by and construed in accordance with Arizona law without regard to conflict of laws or principles in Maricopa County Superior Court. If a Claim is brought seeking public injunctive relief and a court determines that the restrictions in the arbitration provision prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such Claims (and that determination becomes final after all appeals have been exhausted), the Claim for public injunctive relief will be determined in court, and any individual Claims will be arbitrated. In such a case, the court shall stay the Claim for public injunctive relief until the arbitration pertaining to individual relief has been entered in court. In no event will a Claim for public injunctive relief be arbitrated. If any other portion of this arbitration provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this arbitration provision. This arbitration provision will survive the termination of this Policy, Season Ticket Member's fulfillment or default of his or her obligations under this Policy, and/or Season Ticket Member or the Arizona Coyotes bankruptcy or insolvency (to the extent permitted by applicable law).
- d.** THE SEASON TICKET MEMBER HAS THE RIGHT TO REJECT THIS ARBITRATION POLICY BUT MUST EXERCISE THIS RIGHT PROMPTLY AS SET FORTH HEREIN. If Season Ticket Member does not wish to be bound by this agreement to arbitrate, Season Ticket Member must notify the Arizona Coyotes in writing within sixty (60) days after the date Season Ticket Member signs this, Policy. The request must include Season Ticket Member's full name, address, account number, and the statement, "I reject the arbitration policy contained in the season ticket plan policy." If Season Ticket Member exercises the right to reject arbitration, the other terms of this Policy shall remain in full force and effect as if Season Ticket Member had not rejected arbitration.

9. Miscellaneous.

- a.** No failure or delay by the Arizona Coyotes to insist on the strict performance of any term of this Policy, or to exercise any right or remedy in case of a breach of this Policy, shall constitute a waiver of any breach or any subsequent breach of such term.
- b.** If any holder of a Season Ticket Member's ticket is composed of more than one person, or is a partnership or joint venture, the respective individuals, partners, or joint venturers shall be jointly and severally liable for any holder of a Season Ticket Member's ticket's obligations under this Policy, whether or not the individual partners or joint venturers are signatories to this Policy.
- c.** Notwithstanding anything else to the contrary in this Policy, in the event any Arizona Coyotes home game(s) at the Arena are not played due to a strike, lockout, or other stoppage of any kind

(collectively, a “Disruption”), Season Ticket Member will remain obligated to make all payments. The Arizona Coyotes will hold such funds as a credit on your season ticket account and apply such credit towards tickets after the conclusion of the Disruption.

- d. The Arizona Coyotes shall be excused from the performance of any of its obligations under this Agreement so long as it is prevented from performing by, without limitation to, any act of God, weather condition, war or other national emergency, pandemic, epidemic, act of terrorism, any civil disturbance, disruption, unavailability of materials or transportation facilities, the orders or directives of any court or government agency, or any other circumstance beyond its direct control.
- e. In the event of a dispute between the Arizona Coyotes and the Season Ticket Member, the prevailing party shall be entitled to recover all of its reasonable attorneys’ fees and costs incurred in or related to the litigation or arbitration of such dispute.
- f. The rights given to the Arizona Coyotes in this Policy are in addition to any other rights under law. The terms of this Policy should be read carefully because only those terms in writing are enforceable.

AGREED AND ACKNOWLEDGED:

Season Ticket Member

Signature: _____

Date: _____

Printed Name: _____