



## **FLORIDA PANTHERS 2026 – 2027 SEASON TERRITORY MEMBER TERMS AND CONDITIONS**

Florida Panthers Hockey Club, Ltd. (“Panthers”) hereby promulgates these Territory Member Terms and Conditions (“Terms and Conditions”) to govern season ticket plans for Florida Panthers home games played at the sports and entertainment facility located at 1 Panther Parkway, Sunrise, Florida 33323 in Broward County, Florida (“Facility”).

These Terms and Conditions apply to your season ticket plan for the Florida Panthers season identified above. The Panthers may update these Terms and Conditions 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 Panthers send a Terms and Conditions update notice shall constitute your acceptance of the updated version of these Terms and Conditions.

**PARTS OF THESE TERMS AND CONDITIONS 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. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT PURCHASE A SEASON TICKET PLAN.**

### **1. Tickets.**

- a. **Season Ticket Member Account.** A purchaser of a Florida Panthers season ticket plan for the Florida Panthers season identified above (each a “Season Ticket Member” and collectively the “Season Ticket Members”) is 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. **Admission.** A season ticket plan entitles a Season Ticket Member admission to those National Hockey League (“NHL”) home games played at the Facility by the Florida Panthers as indicated in the applicable season ticket package purchased by the Season Ticket Member for the NHL season identified above (by way of example only, for Full Season Plans, the Season Ticket Member receives tickets to all pre-season and regular season home games played at the Facility, and for Premier Plans, the Season Ticket Member receives 25 regular season games). Seat locations and games are subject to the specific package purchased by a Season Ticket Member. Season Ticket Members hereby acknowledge that (i) the Florida Panthers are fully mobile, meaning that all tickets, parking passes, etc. can be, and may only be, accessed, downloaded, forwarded, resold, etc. for scanning for entry to the event listed on any such ticket through the



Amerant Bank Arena mobile application, and (ii) no physical tickets will be printed under any circumstance.

- c. **Conditional Use.** Season Ticket Members must continuously comply with these Terms and Conditions, as well as the terms, conditions, and other policies that apply to all Florida Panthers tickets. Ticket holders must also observe all rules, regulations, policies and procedures adopted by the Panthers, the Facility, and the National Hockey League (“NHL”), as each exists now or may arise in the future. Ticket holders are subject to policies with respect to the cancellation, postponement, or rescheduling of a game. The Panthers reserve the right to reasonably amend all terms, conditions, and policies applicable to ticket holders at any time.
- d. **Revocable.** The purchase and legal receipt and/or use of a Florida Panthers ticket secures for the ticket holder 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 Florida Panthers games, as shown on the tickets. No property rights whatsoever are conveyed by a ticket. Payments received by Panthers from a third party do not accrue any rights or benefits to the third party in the tickets. Panthers reserve the right to revoke any ticket or season ticket plan with or without cause. If Panthers revokes a ticket(s) or season ticket plan without cause, a pro-rata credit or refund will be issued at Panthers’ discretion for the unused value paid for the revoked ticket(s), if any, as the ticket account’s sole remedy. If Panthers revokes a ticket(s) or season ticket plan for cause, including without limitation perceived or actual violation of these Terms and Conditions or any other applicable policy, term, condition, law, or regulation, no refund will be issued. Ticket holders acknowledge that the NHL may schedule a special event resulting in a scheduled game being played in an alternative venue and that tickets for such a rescheduled 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 Facility may change or be terminated from time-to-time 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 Panthers of any terms, conditions, agreement or any other duties or obligations in connection with the sale and use of the tickets. The license identified in this paragraph shall terminate upon conclusion of the Florida Panthers season identified above, subject to the Season Ticket Member’s right to purchase NHL post-season tickets as described below.
- e. **Non-Transferable.** Season Ticket Members may not transfer their respective season ticket plans to any third party, unless explicitly authorized in writing by Panthers in advance. Any unauthorized sale and/or transfer of a season ticket plan may result in cancellation of any or all tickets and privileges at Panthers’ discretion. In the event that a ticket account is in the name of a company, the tickets are not the property of the company. As such, in the event a merger involving the company is consummated or



the company sells or transfers all or substantially all of its assets to another company, the company may not include its tickets in any such transaction without the express written consent of Panthers. Further, in the event of such transaction, Panthers shall have the right to cancel any or all tickets and privileges of the company without refund. A Season Ticket Member who desires to transfer his or her season ticket plan should contact his or her dedicated Membership Services Account Manager or email [memberservices@floridapanthers.com](mailto:memberservices@floridapanthers.com), though neither such action to contact the applicable account manager nor action to email the aforementioned email address shall be construed as Panthers' written authorization of transfer. Tickets may not be used for contests, sweepstakes, or other trade, promotional, or charitable purposes without Panthers' prior written consent, which may be withheld at Panthers' sole discretion.

- f. **Lost, Forgotten, Damaged, Destroyed, and Stolen Tickets.** Panthers are not responsible for lost, forgotten, damaged, destroyed or stolen tickets. Tickets that are stolen may be reissued, if the Season Ticket Member whose tickets are stolen promptly reports the stolen tickets to the police and presents a verified police report to the Panthers ticket sales office at the time he or she makes a request for replacement of the stolen tickets. Tickets that are stolen will only be replaced if the Facility box office is able to verify that the Season Ticket Member requesting replacement is the named account holder for the season tickets. Tickets that are lost, forgotten, damaged, or destroyed at no fault of Panthers will not be replaced.
- 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. Requests must be delivered to One Panther Parkway, ATTN: Florida Panthers Member Services, Sunrise, Florida 33323, or via email to [memberservices@floridapanthers.com](mailto:memberservices@floridapanthers.com). Requests made via email must be sent from the primary contact email address on file with the Panthers' Member Services department. All requests are subject to Panthers' sole discretion.
- h. **Relocation.** A Season Ticket Member may not relocate the location of the seats associated with his or her Season Ticket Membership during the Florida Panthers season identified above. Should a Season Ticket Member desire to relocate the location of the seats associated with his or her Season Ticket Membership for the Florida Panthers season immediately subsequent to the Florida Panthers season identified above, he or she may do so at the Panthers' annual Season Ticket Member relocation event, where Panthers will identify seats available for relocation and Season Ticket Members will have the opportunity to relocate the seat locations applicable to their memberships to those seats so identified. The Panthers' annual Season Ticket Member relocation event shall take place after the Panthers' Season Ticket Member renewal deadline in the Florida Panthers season identified above. Season Ticket Members understand that such right to relocate to seats in a different location and associated



Season Ticket Member relocation event is (i) subject to availability of seats, (ii) available only with respect to the number of seats associated with a Season Ticket Member's then-current membership, and (iii) may be affected by the number of consecutive years a Season Ticket Member has been a Season Ticket Member, as Season Ticket Members shall be assigned time slots within which they can attend the Season Ticket Member renewal event according to the number of consecutive years a Season Ticket Member has been a Season Ticket Member (in order of seniority).

- i. **Resale Limitations.** The Panthers acknowledge that Season Ticket Members may not be able to use each of the tickets in their respective accounts. Season Ticket Members acknowledge that the spirit of owning season tickets is not to generate financial gain or benefits for the Season Ticket Holder, but rather is rooted in a desire to support the Florida Panthers. As such, Season Ticket Members acknowledge that any resale and/or trade activity undertaken by them may be monitored and tracked by the Panthers. In the event that a Season Ticket Holder sells, attempts to sell, or engages a third party to sell on that Season Ticket Holder's behalf a majority of that Season Ticket Holder's tickets, such resale (or attempted resale) may be considered a violation of these Terms and Conditions, and the Panthers reserve the right to immediately revoke that Season Ticket Holder's membership without remedy to Season Ticket Holder ("Resale Breach Termination Right"). Upon exercise of the Resale Breach Termination Right, the Panthers will provide the applicable Season Ticket Member with written notice. In addition, Panthers may, but is not obligated to, issue a refund for any prepaid Florida Panthers games associated with the applicable Season Ticket Member's membership, or relieve the applicable Season Ticket Member of their obligation to pay the balance as it relates to any un-played Florida Panthers games associated with the applicable Season Ticket Member's membership. For clarity, the applicable Season Ticket Member shall remain obligated to satisfy any portion of the balance that relates to any Florida Panthers games that predate the date on which Panthers exercise the Resale Breach Termination Right. Following the exercise of the Resale Breach Termination Right, Panthers shall have no further obligation to the applicable Season Ticket Member, whether under the Agreement or otherwise.
2. **Additional Benefits.** Panthers may, in its sole discretion, offer all similarly-situated Season Ticket Members additional privileges and amenities from time to time during the Florida Panthers season identified above ("Additional Benefits"). All Additional Benefits shall be communicated to Season Ticket Members via the contact information on file for their respective ticket accounts, subject to these Terms and Conditions and subject to any other terms and conditions communicated by Panthers applicable to such benefits from time to time. Any single Additional Benefit offered to a Season Ticket Member may not be combined with any other Additional Benefit offered to such Season Ticket Member, and Season Ticket Members may not combine their respective Additional Benefits with those of other Season Ticket Members. Any action by a Season Ticket Member in contravention of the immediately



preceding sentence may result in revocation of all of such Season Ticket Member's Additional Benefits for the Florida Panthers season identified above.

### 3. **Payment; Fees.**

- a. **Payment.** Season Ticket Members authorize Panthers to process payment of their account balance in accordance with the payment plan selected by those Season Ticket Members on the date that any applicable payment is due. Season Ticket Members further authorize the Panthers to automatically charge their credit card or debit card in order to process each payment when due. No prior notification shall be provided to carry out Panthers' rights under this paragraph unless the date or amount of the payment changes, in which case notice will be provided a minimum of ten (10) days in advance of the payment being initiated/processed by the Panthers. Season Ticket Members hereby acknowledge and agree that (i) the Panthers have express authorization to process all payments when due and (ii) they have been provided with all the necessary information relating to the purchase of the tickets and participation in the payment plan. All sales of season tickets are final and all payments and deposits are non-refundable. No refunds or exchanges of season ticket plans will be made, except as may be specified herein and any such refund shall only be made via check to the Season Ticket Holder.
- b. **Fees.** Any late payment is subject to (i) interest at the lesser of six percent (6%) per annum or the highest rate permitted by applicable law and (ii) a two hundred dollar (\$200) administrative fee. Any account that initiates a chargeback for any payment due under this paragraph shall be subject to a twenty-five dollar (\$25) administrative fee each time a chargeback is initiated. Panthers reserve 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.

### 4. **General Attendance Rules and Policies.**

- a. **Fan Behavior.** Unruly, offensive, inappropriate or hostile behavior is disruptive to other fans and will not be tolerated. Such behavior should be reported immediately to Facility or Panthers staff. A failure to cease such behavior upon the request of Facility or Panthers staff may be grounds for immediate ejection and, if applicable, criminal prosecution. Patrons may be ejected without warning if deemed necessary for the safety of other individuals. Repeated instances of unacceptable behavior by Season Ticket Members or their guests and invitees shall be grounds for revocation of the applicable membership. The Facility intends to provide a safe, comfortable and fan-friendly atmosphere for all guests. Consequently, Facility staff will not tolerate disruptive or unruly behavior and the following rules are hereby established and applicable to Season Ticket Members and their guests and invitees:
  - i. Guests wearing obscene or indecent clothing will not be permitted to enter.
  - ii. Guests interfering with the ability of others to enjoy the event will be ejected.



- iii. Guests using foul or abusive language or gestures will be ejected.
- iv. Guests appearing intoxicated will be ejected and turned over to the Sunrise Police Department.
- v. Guests interfering with the progress of an event will be ejected from the building and subject to possible arrest.

To enforce the rules identified in this paragraph, security shall be placed throughout the Facility at all times during an event. Any failure to cease any behavior identified in this section upon the request of such security or of Facility or Panthers staff may be grounds for immediate ejection and, if applicable, criminal prosecution. Patrons may be ejected without warning if deemed necessary for the safety of other individuals. Repeated instances of unacceptable behavior by Season Ticket Members or their guests and invitees shall be grounds for revocation of the seats associated with the applicable membership. Those Season Ticket Members who observe other guests violating these policies should report the incident to the nearest security or Facility or Panthers staff. In the event a Season Ticket Member encounters a problem with any other patron or has any safety concern, he or she should avoid taking such problem into his or her own hands and instead report such problem to the nearest security or Facility or Panthers staff.

**b. Prohibited Conduct.**

- i. **No Standing or Sitting in Aisles.** Under no circumstances may any person in the Facility stand or sit in the aisles or behind the last row of seats.
- ii. **No Re-Entry.** Under no circumstances may any person who has exited the Facility re-enter during the same event from which he or she exited.
- iii. **No Smoking.** The Facility (and its surrounding premises) is a non-smoking facility, and no smoking shall be permitted at any time under any circumstances.
- iv. **No Use of Marks.** Under no circumstances may any person entering the Facility for an event make uses of Facility, Panthers, or NHL name, mark or logo in any commercial or other unauthorized transmission, picture, film/tape, writing, drawing, or other depiction or description without prior specific written approval of the Facility, Panthers, and/or NHL, as applicable.

**c. Prohibited Items.** In conformance with local requirements and certain Facility rules, the following items are not permitted inside the Facility under any circumstances:

- i. Cans, bottles, or other beverage containers
- ii. Coolers
- iii. Outside food and beverage (with the exception of food necessary for medical reasons and baby food)





- iv. Purses, backpacks, backpack purses, drawstring bags, sling bags, other large bags, sealed packages of any kind (including gifts for performers)
- v. Weapons and firearms
- vi. Laser pointers
- vii. Narcotics
- viii. Beach balls
- ix. Frisbees
- x. Any type of noise making devices
- xi. Video, audio, or recording devices (including GoPros and selfie sticks)
- xii. Banners, signs, and flags larger than 2' x 2'
- xiii. Animals (with the exception of bona fide service animals)
- xiv. Any other item deemed by Facility and/or Panthers staff in its sole discretion to be dangerous or inappropriate

Notwithstanding the foregoing, are permitted inside the Facility:

- i. Small purses or diaper bags no more than 4" x 6" x 1.5" (subject to search)
- ii. Cameras without flash (permitted for Florida Panthers games only; may be permitted for other events, call (954) 835-7000 in advance of any other event to verify the camera policy for that event)
- iii. Banners, signs, and flags no more than 2' x 2', subject to the following restrictions
  - a. They are in good taste (as determined by Facility and/or Panthers staff in their sole discretion)
  - b. They are not of a commercial nature
  - c. They do not utilize in any way wood, metal, or other objects for support
  - d. They are not hung or fastened anywhere in the Facility
  - e. They in no way obstruct any other patron's view or signage

**d. Miscellaneous**

- i. **First Aid.** In the event of a medical emergency, please notify the nearest Facility and/or Panthers staff member who will direct you to a first aid station.
- ii. **Lost and Found.** Lost and found items may be claimed at the Facility Guest Service Center on the Plaza Level on event days. Alternatively, please call (954)



835-8610 to arrange for pick-up of any such items. All items left at the Facility Guest Service Center for more than seven (7) days shall be donated to charity.

- iii. **NHL Rules and Policies.** Season Ticket Member agrees to observe, and to cause his or her invitees and guests to observe, all rules, regulations and policies of the NHL regarding the use of his or her tickets and attendance at any event at Facility, including any amendments or modifications to such rules, regulations and policies that may be adopted or administered by the NHL or any successor thereto from time to time. All or part of Season Ticket Member's rights and interests under this Agreement may be terminated, revoked, etc., as applicable, in the event of the failure of Season Ticket Member, or any of his or her invitees or guests, to comply with this Section.

5. **ADA Seating.** In accordance with Americans with Disabilities Act (ADA) regulations, ticket holders 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 accessible seating sections throughout the Facility are designed specifically for those with mobility disabilities, which include:

- 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 they have a disability. To accommodate patrons who cannot climb steps or walk long distances because of the conditions listed above, the Facility reserves seats in rows not requiring the use of stairs. These seats allow the Facility to meet the needs of those who require additional space for mobility devices, service dogs, and for those who cannot sit in other Facility seats. If a ticket is purchased for accessible seating and such seating is not needed for the event, a Facility 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. Panthers and/or the Facility will investigate any suspected misuse of accessible seats. Any tickets for accessible seating that are wrongfully purchased are, at Panthers' and/or the Facility's sole discretion, subject to relocation and/or revocation without refund.

6. **Assumed Risks and Waiver of Liability.** THIS PROVISION INCLUDES A RELEASE AND WAIVER OF POTENTIAL LEGAL CLAIMS. PLEASE READ IN FULL BEFORE





SIGNING. Ticket holders 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 Facility. 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”). Ticket holders 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 Arena Operating Company, Ltd., Florida Panthers Hockey Club, Ltd., Sunrise Sports & Entertainment, LLC, the NHL, the member clubs of the NHL, NHL Enterprises, L.P., NHL Enterprises Canada, L.P., the NHLPA (including current and former NHL players), the City of Sunrise, Broward County Board of Commissioners, and their respective parent entities, affiliates, owners, partners, members, trustees, governors, officers, directors, principals, agents, and employees (collectively, the “Released Parties”) in relation to such assumed risks.

## **NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN**

**READ THESE TERMS COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT EVEN IF PANTHERS USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY AGREEING TO THESE TERMS YOU ARE GIVING UP YOUR CHILD’S RIGHT AND YOUR RIGHT TO RECOVER FROM THE RELEASED PARTIES IN A LAWSUIT FOR ANY PERSONAL INJURY,**



**INCLUDING DEATH TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND PANTHERS HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT ACCEPT THESE TERMS.**

- 7. Communicable Diseases.** Ticket holders 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., wearing facial coverings, washing hands, maintaining social distancing, covering mouth when sneezing, and avoiding touching eyes, nose and mouth while in the Facility, etc.). While the Facility will take preventative measures designed to help reduce the spread of COVID-19, neither the Facility nor Panthers can guarantee that you or your guest(s) will not become infected with COVID-19 when attending a Florida Panthers hockey game or event. You voluntarily agree to assume, and accept sole responsibility for, all of the foregoing risks. You understand and agree 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. You acknowledge that your (and, if applicable, any accompanying child's) attendance at and/or participation in the event is voluntary and may be terminated by you, an accompanying child, or Panthers at any time.
- 8. Publicity Release.** Each ticket holder 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 Facility 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 Panthers, the Florida Panthers Foundation, the NHL, the Facility, 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 photograph taken before, during, or after an Florida Panthers game or event at or around the Facility or any other location in relation to such an Florida Panthers game or event. The forgoing shall be in addition to, and not in lieu of, any rights or permissions granted pursuant to the “ticket back” terms and conditions for any particular games or events.

- 9. Event Limitations.** The Season Ticket Member acknowledges and agrees that tickets being purchased hereunder are solely for the 2026 – 2027 NHL season games presented by Panthers and played at the Facility, and for the avoidance of doubt, shall not include tickets, or the right to purchase tickets, to any other event or game, including, but not limited to, any NHL Playoffs, NHL Global Series, 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 Florida Panthers market or hosted by the NHL at the Facility or otherwise in which the Florida Panthers may participate. The Season Ticket Member acknowledges and agrees that Panthers and/or NHL may cancel, postpone reschedule or relocate games or events for any reason (e.g., move a regular season game of the Florida Panthers from the Facility 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 have been sold to the Season Ticket Member is not played or presented in the Facility for any reason, including, but not limited to, Preemption, work stoppage, or in relation to force majeure (any other event outside of Panthers’ direct control), such event shall in no way be deemed, argued, or construed to be a breach by Panthers of any terms, conditions, agreement or any other duties or obligations in connection with the sale and use of these tickets and, in such event, the Season Ticket Member’s sole remedy shall be a pro-rata account credit or refund, at Panthers’ discretion, equal to the price the Season Ticket Member paid for these tickets as specified in the ticket invoice, and the Season Ticket Member hereby waives and releases any and all claims it may have against Panthers and/or the NHL with respect to such game(s) or event(s) not played or presented at the Facility. Notwithstanding anything in this section to the contrary, Panthers may provide Season Ticket Members the opportunity to purchase tickets for the same seat location as the tickets being purchased hereunder for an NHL Playoff game of the Florida Panthers played at the Facility during the Florida Panthers season identified above at prices and under other terms (including any applicable deadline by which to notify Panthers in writing of an intent to make such purchase) established by the Panthers. For the avoidance of doubt, Panthers shall under no circumstances be obligated to provide Season Ticket Members the opportunity to purchase tickets for any NHL Playoff game of the Florida Panthers.

**10. Individual Arbitration Provision and Class Action Waiver.**

- a. Unless prohibited by federal law or stated otherwise as an exception in this section of these Terms and Conditions, you agree to arbitrate any and all claims and disputes arising from or relating in any way to these Terms and Conditions and/or our dealings with one another (each, a “Claim” and collectively “Claims”) through BINDING



INDIVIDUAL ARBITRATION. 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 Florida law without regards to its conflicts of laws principles.

- b. Before initiating an arbitration proceeding, Licensee or Panthers, 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. Licensee must send any such Notice of Dispute to Panthers by email to [memberservices@floridapanthers.com](mailto:memberservices@floridapanthers.com) with a copy to [legal@floridapanthers.com](mailto:legal@floridapanthers.com). Panthers must send any such Notice of Dispute by email to Licensee to the primary email address on file. Licensee and Panthers 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 Panthers or NHL dispute terms or as otherwise agreed by the parties.
- c. In any Claim or dispute to be resolved by arbitration, neither of us will be able to have a court or jury trial or participate in a class action or class arbitration. Other rights that we would have if we went to court will not be available or will be more limited in arbitration, including without limitation the right to appeal. We each understand and agree that by requiring each other to resolve all disputes through individual arbitration, WE ARE EACH 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, CLASS ARBITRATION OR ANY SIMILAR PROCEEDING. The arbitrator(s) may not consolidate the Claims of multiple parties.
- d. We each 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 these Terms and Conditions, 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 Florida law without regards to its conflicts of laws principles. 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 these Terms and Conditions, your fulfillment or default of your obligations under these Terms and Conditions, and/or your or our bankruptcy or insolvency (to the extent permitted by applicable law).

- e. YOU HAVE THE RIGHT TO REJECT THIS ARBITRATION POLICY, BUT YOU MUST EXERCISE THIS RIGHT PROMPTLY AS SET FORTH HEREIN. If you do not wish to be bound by this agreement to arbitrate, you must notify us in writing within sixty (60) days after the date you agree to be bound by these Terms and Conditions. The request must include your full name, address, account number, and the statement “I reject the arbitration policy contained in the Florida Panthers Territory Member Terms and Conditions.” If you exercise the right to reject arbitration, the other terms of these Terms and Conditions shall remain in full force and effect as if you had not rejected arbitration.

## **11. Miscellaneous.**

- a. No failure or delay by Panthers to insist on the strict performance of any term of these Terms and Conditions, or to exercise any right or remedy in case of a breach of these Terms and Conditions, shall constitute a waiver of any breach or any subsequent breach of such term.
- b. If any holder of a 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 ticket’s obligations under these Terms and Conditions.
- c. Notwithstanding anything else to the contrary in these Terms and Conditions, in the event any Florida Panthers home game(s) at the Facility are not played due to a strike, lockout, or other stoppage of any kind, including but not limited to a stoppage arising from COVID-19, (collectively, a “Disruption”), you will remain obligated to make all payments. Panthers 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. Panthers shall be excused from the performance of any of its obligations under this Agreement so long as it is prevented from performing by 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 us, 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 Panthers in these Terms and Conditions are in addition to any other rights under law. These Terms and Conditions should be read carefully because only those terms which are in writing shall be enforceable.
  - g. These Terms and Conditions are hereby incorporated into any invoice sent to you in connection with your season ticket plan and shall govern the transactions contemplated by that invoice.