

# TERMS OF USE

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Effective December 2, 2022

## Overview

This website is owned and/or operated by or on behalf of Anschutz Entertainment Group (“AEG,” “AEG,” “us,” “our,” or “we”). These Terms of Use (“Terms”) set forth the terms and conditions under which you are authorized to use our websites, including any website (or portion thereof) where these Terms of Use are posted, to the extent such websites/services are operated by or on behalf of AEG, or its subsidiaries (e.g. the L.A. Kings Hockey Club, L.P., the “LA Kings”), and apply to any subdomains and mobile versions thereof (collectively, the “AEG Sites”).

To the extent additional rules or guidelines affect your use of the AEG Sites, those rules and guidelines (including the LA Kings’ [Privacy Policy](#)) are hereby incorporated by reference into these Terms of Use.

**Through your use of the AEG Sites, you consent to the practices described in these Terms of Use.** If you do not agree to these Terms of Use, you should immediately stop using the AEG Sites.

## Additional Agreements & Third Parties

These Terms apply only to the sites, or portions of such websites/services that are operated by or on behalf of AEG or its service providers. We may use third party service providers that host or provide portions of the AEG Sites, or you may visit third parties through links or other interactions with the AEG Sites. For example, some AEG Sites are hosted and operated by the leagues (e.g. NHL.com) or our partners, and these parties may have their own terms that apply to the portions of sites or services that they operate.

Third parties, other than service providers of AEG, are not governed by these Terms of Use, and these Terms of Use will not apply to the extent your use of the Site is subject to third-party terms. You acknowledge that any reliance on representations and warranties provided by any party other than AEG will be at your own risk. You expressly agree to hold us harmless for any claims of damage arising from any content, product or service provided by any third party or use of your information by those third parties. Your use of any third party-operated websites/services may be subject to any additional Terms of Use and privacy policies.

## Your Representations

As a condition of your right to use our Sites, you represent that you are of legal age to enter into a binding contract and that you are not a person barred from accessing the Sites under the laws of the United States or any other country.

## Restricted Activities

You may not engage in any of the following with regard to the AEG Sites:

- (1) violate or encourage the violation of any local, state, national, or international law or regulation;
- (2) collect or store personal data about other users of our AEG Sites or solicit personal information from any individual without proper rights or consent of the individual;
- (3) send or promote any message that is unlawful, libelous, defamatory, abusive, sexually explicit, threatening, vulgar, obscene, profane, disparaging regarding racial, gender or ethnic background, any statement that you have reason to know is false or misleading, or otherwise objectionable messages, as determined by AEG in its sole discretion;

- (4) infringe any patent, trademark, trade secret, copyright, right of publicity or privacy, or other right of any party, or distribute any content you do not have a right to make available under any law or under contractual or fiduciary relationships;
- (5) promote or distribute any unauthorized advertising, promotional materials, or material which can be characterized as "junk mail," "spam," "chain letters," "pyramid schemes," or similar material, any request for or solicitation of money, goods, or services for private gain, or any information posted primarily for advertising, promotional, or other commercial purposes;
- (6) disrupt or interfere with the security or use of the AEG Sites or any websites or content linked to them;
- (7) interfere with or damage the integrity of the AEG Sites, including, without limitation, through the use of viruses, Trojan horses, harmful code, denial of service attacks, packet or IP spoofing, forged routing or email address information or similar methods or technology or disobey any requirements, procedures, policies, or regulations of networks connected to our AEG Sites;
- (8) use the AEG Sites to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs or Trojan horses;
- (9) attempt to use another user ID, person or entity, misrepresent your affiliation with a person or entity, including (without limitation) AEG or create or use a false identity;
- (10) attempt to obtain unauthorized access to the AEG Sites or portions thereof that are restricted from general access;
- (11) use any meta tags or any other "hidden text" utilizing AEG name, trademarks, or product names;
- (12) attempt to reverse engineer or otherwise derive or obtain the code in any form for any software used in the AEG Sites;
- (13) engage in any activity that interferes with any third party's ability to use or enjoy the AEG Sites; or
- (14) assist any third party in engaging in any activity prohibited by these Terms.

Further, without our written consent, you may not:

- (1) reproduce, duplicate, copy, sell, resell, create derivative works, or exploit for any commercial purpose any AEG content or any use of or access to the AEG Sites;
- (2) use any high volume, automated, or electronic means (including, without limitation, robots, spiders, scripts, or other automated devices) to access the AEG Sites or monitor or copy our web pages or the content contained thereon;
- (3) deep link to the AEG Sites for any purpose; or place pop-up windows over any content, or otherwise affect the display of the AEG Sites;
- (4) access the AEG Sites in order to build a competitive service or to benchmark with a non-AEG service; or
- (5) reverse engineer the AEG Sites (to the extent such restriction is permitted by law).

## **Username, Passwords and Security**

You are responsible for protecting and keeping confidential any username, password, and other account information used on the AEG Sites. AEG is not liable for your failure to protect your account credentials, or for your use of an insecure password. You are responsible for updating and keeping current any account information, including any phone or email addresses we use to communicate with you.

## **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT PERMITTED BY LAW, AEG, ITS RELATED ENTITIES, ITS SERVICES PROVIDERS, ITS LICENSORS, AND ITS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS (COLLECTIVELY THE "**COMPANY PARTIES**") EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, RELATED TO OUR SERVICES. YOU UNDERSTAND AND AGREE THAT

YOUR USE OF OUR SERVICES IS AT YOUR SOLE RISK. OUR SERVICES AND ALL CONTENT, PRODUCTS AND SERVICES OFFERED THROUGH THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COMPANY PARTIES ARE NOT RESPONSIBLE FOR THE TIMELINESS OF DELIVERY OF CONTENT, ANY FAILURES OF DELIVERY, ERRONEOUS DELETION, OR ANY LOSS OR DAMAGE OF ANY KIND YOU CLAIM WAS INCURRED AS A RESULT OF THE USE OF THE SERVICES. UNDER NO CIRCUMSTANCES, WILL ANY OF THE COMPANY PARTIES BE LIABLE TO YOU OR TO ANY PERSON OR ENTITY CLAIMING THROUGH YOU FOR ANY LOSS, INJURY, LIABILITY OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS TO, USE OF, INABILITY TO USE, OR RELIANCE ON OUR SERVICES OR ANY CONTENT, PRODUCT OR SERVICE PROVIDED TO YOU THROUGH OR IN CONNECTION WITH OUR SERVICES. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL LOSSES AND DAMAGES OF ANY KIND WHATSOEVER, WHETHER DIRECT OR INDIRECT, GENERAL, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, LOSS OF DATA, GOODWILL, REVENUE OR PROFITS. THIS LIMITATION OF LIABILITY APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER BASIS; EVEN IF ANY COMPANY PARTY HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES; AND WITHOUT REGARD TO THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES. IF ANY PART OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID, ILLEGAL OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF THE COMPANY PARTIES UNDER SUCH CIRCUMSTANCES TO YOU OR ANY PERSON OR ENTITY CLAIMING THROUGH YOU FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED WILL NOT EXCEED ONE HUNDRED U.S. DOLLARS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

You acknowledge that you may have or may in the future have claims against us which you do not know or suspect to exist in your favor when you agreed to these Terms of Use and which if known, might materially affect your consent to these Terms of Use. You expressly waive all rights you may have under Section 1542 of the California Civil Code, which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

## **Indemnification**

You agree to indemnify and hold AEG Parties harmless from any claim or demand, including reasonable attorney's fees and costs, made by any third party due to or arising out of your posting of any content on the AEG Sites, or other use of the AEG Sites in a manner not permitted by these Terms of Use, including without limitation your actual or alleged violation of these Terms of Use, or infringement of a third party's intellectual property or other rights by you, or another user of the AEG Sites using your computer, device or account.

## **Content on the AEG Sites**

We will make certain content such as text, images, links, audio, video, or other material (“**Content**”) available on or through the AEG Sites. The Content is owned by AEG, or its respective partners, customers, or users, with all rights reserved, or may be licensed by third parties. All Content which qualifies for protection under U.S. Federal Copyright Law is subject to the exclusive jurisdiction of the Federal Court System, whether registered or unregistered. All trademarks displayed on the AEG Sites are the trademarks of their respective owners and constitute neither an endorsement nor a recommendation of such parties.

Any use of Content on the AEG Sites, including without limitation reproduction for purposes other than those noted herein, modification, distribution, replication, any form of data extraction or data mining, or other commercial exploitation of any kind, without prior written permission of an authorized officer of AEG, is strictly prohibited. With the exception of search engines, you agree that you will not use any robot, spider, or other automatic device, or manual process to monitor or copy our web pages or the Content contained therein without prior written permission of AEG.

## **Links to the AEG Sites**

You are hereby licensed to create hyperlinks to Content on the AEG Sites, provided that the hyperlink accurately describes the Content to which it links. If you include links to the AEG Sites on your website, when the link is clicked, the applicable page within the AEG Sites must be displayed in full (including all trademarks, branding, advertising and promotional materials), without any accompanying frame, border, margin, design, branding, trademark, advertising, or promotional materials not originally displayed on the page within the applicable Digital Service, and without any interstitial pop-ups or web pages loading before the applicable target page is accessed. The page on which such links are featured must be accessible to the general public and not provided through a subscription service or for a fee, unless otherwise expressly agreed in writing by AEG. Under no circumstances may you "frame" all or any portion of the AEG Sites or copy portions of the AEG Sites to a server, except as part of an Internet service provider's incidental caching of pages. We reserve the right to revoke these licenses generally, or your right to use specific links or feeds, at any time, with or without cause.

## **Content Complaints**

If you believe that any Content on the AEG Sites violates these Terms of Use or is otherwise inappropriate, please report the content by contacting us by mail at AEG Corporate Headquarters, 800 West Olympic Blvd., Suite 305, Los Angeles, CA, 90015, or send an email to [privacypolicy@aegworldwide.com](mailto:privacypolicy@aegworldwide.com).

## **Notification of Claimed Copyright Infringement**

In the event that you find content posted on the AEG Sites which you believe to be an infringement of the copyright ownership or other intellectual property rights of your company or any third party, you are requested to immediately contact AEG’s Copyright Agent as described below. To report any alleged infringement, please contact us in writing by providing a signed statement containing the following information pursuant to the Digital Millennium Copyright Act ("DMCA"):

- Your name, address, telephone number, and email address, and if you are acting on behalf of the owner of the intellectual property, the name of the owner;
- a statement, made under penalty of perjury, that you are the owner of the copyright or are authorized to act on behalf of the owner;
- a detailed description of the copyrighted work or other intellectual property that you claim has been infringed;
- if your claim is based on a registered work, the registration number, and the date of issuance of the registration;

- a description of the infringing material and the URL where such material is located on the AEG Sites, or a description of where on the AEG Sites you found such material;
- your written statement that you believe, in good faith, that the use of the work on the AEG Sites has not been authorized by the true owner of the work, its agent, or as a matter of law; and
- a statement that all of the information you have provided is true.

Please send your notice of alleged infringement to us:

AEG Corporate Headquarters  
800 West Olympic Blvd., Suite 305  
Los Angeles, CA 90015

E-mail: [privacypolicy@aegworldwide.com](mailto:privacypolicy@aegworldwide.com), subject line "DMCA Notice"

In accordance with the DMCA, it is the policy of AEG to terminate use of the AEG Sites by repeat infringers in appropriate circumstances.

## **User-Submitted Content**

Any content uploaded, posted, submitted, or otherwise made available by individual users of the AEG Sites, including without limitation blog comments, message board posts, and any other content which does not originate with AEG ("**User Content**"), is the sole responsibility of the person who made such User Content available on the AEG Sites. Under no circumstances will AEG be liable in any way for any User Content made available through this AEG Sites by you or any third party.

Since AEG does not control the User Content posted on the AEG Sites, it does not guarantee the truthfulness, integrity, suitability, or quality of that User Content, and it does not endorse such User Content. You also agree and understand that by accessing the AEG Sites, you may encounter content that you may consider to be objectionable. The AEG has no responsibility for any User Content, including without limitation any errors or omissions therein. The AEG Parties are not liable for any loss or damage of any kind incurred as a result of any User Content on the AEG Sites.

User Content is owned by the author thereof, and AEG does not claim ownership of original works created and posted by individual visitors to this AEG Sites. However, by uploading, posting, transmitting or otherwise making any User Content available on or through the AEG Sites, you are granting AEG, and its parent, subsidiaries, affiliates, and other related entities an irrevocable, nonexclusive, perpetual, royalty-free, transferrable, sublicensable, worldwide license to copy, reproduce, modify, publish, display, distribute publicly, perform, exploit, and prepare derivative works of such User Content (including your name, image, likeness, or information you have made publicly available in connection therewith) in any manner, media or format now existing or hereafter devised, without any obligation of notice, attribution or compensation to you.

The AEG reserves the right (but has no obligation) in its sole discretion to pre-screen, edit, refuse, move or remove any User Content that is posted on the AEG Sites. You agree that the exercise by AEG of such discretion shall not convert or transform User Content to content owned or provided by AEG, and the user who made such User Content available on the AEG Sites will retain ownership thereof as described below.

As required by California Law, we permit minors under the age of 18 to request the deletion of any content or information that the minor has posted on the AEG Sites. To request the removal of content or information you have posted on the AEG Sites, please send a letter or email to the address below with (i) your name, (ii) a complete description of the content you would like removed, and (iii) the web address(es) of the content you would like removed. Please be aware that our

fulfillment of this request does not ensure complete or comprehensive removal of the content or information you have posted on the AEG Sites.

## **Text Messaging**

As part of using our Digital Services, you may participate in one or more texting programs administered by or on behalf of Company or its affiliates. By participating in such programs, you are agreeing to receive recurring autodialed marketing messages at the mobile number that you have provided at opt-in. Your consent to participate in any such program is not a condition of any purchase. Your mobile carrier's message and data rates may apply depending on the terms and conditions of your mobile phone contract, and you are solely responsible for all message and data charges that you incur. In all programs, you may text STOP to stop messaging for that program and HELP for help. If you no longer want to receive text messages from us, the sole and exclusive remedy is to end enrollment in the specific texting program by texting STOP. After texting STOP you will receive one additional message confirming that your request has been processed.

In the event that you change or deactivate your mobile number it is your responsibility to notify us by sending an email to [privacy@lakings.com](mailto:privacy@lakings.com). We are not liable for any communication or transmission of information by text which happens because you did not report that your mobile number changed.

We reserve the right to alter message frequency at any time, i.e. we may change the frequency of texts that you receive under any program. We will notify you via text if we change the frequency and provide you with the opportunity to opt out. We also may discontinue any of our text messaging programs without notice or liability to you and reserve the right to cease delivery of text messages to any person at any time in our sole discretion.

Our text messaging programs are offered on an "as is" basis and may not be available via all carriers. We do not guarantee the successful delivery of text messages by your wireless provider. Messages sent by text may not be delivered if the mobile device is not in range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within a coverage area, factors beyond the control of wireless carriers may interfere with message delivery, including the terrain, proximity to buildings, foliage, weather, and the recipient's equipment. We will not be liable for any losses or damages arising from (a) our text messaging programs, (b) non-delivery, delayed delivery, or misdirected delivery of a text message; (c) inaccurate or incomplete content in a text message; or (d) use or reliance on the content of any text message for any purpose. The wireless carriers are not liable for any delayed or undelivered text messages.

All information collected in connection with our text messaging programs is governed by our Privacy Policy.

## **Providing Feedback to AEG**

We welcome your comments and feedback about the AEG Sites. All information and materials submitted to AEG through the AEG Sites or otherwise, such as any comments, feedback, ideas, questions, designs, data, or the like regarding or relating to the AEG Sites or the business of AEG (collectively, "**Feedback**"), will be considered NON-CONFIDENTIAL and NON-PROPRIETARY with regard to you, but AEG reserves the right to treat any such Feedback as the confidential information of AEG.

By submitting Feedback to AEG, you assign to AEG Parties, free of charge, all worldwide rights, title and interest in all copyrights and other intellectual property rights in such Feedback. The AEG Parties will be entitled to use any Feedback you submit, and any ideas, concepts, know-how or techniques contained in any such Feedback, for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products and services using such

Feedback without restriction and without compensating you in any way. You are responsible for the information and other content contained in any Feedback you submit to us, including, without limitation, its truthfulness and accuracy.

## **Modifications and Interruption to the AEG Sites**

We reserve the right to modify or discontinue all or any portion of the AEG Sites with or without notice to you. We will not be liable if we choose to exercise this right. You acknowledge and accept that we do not guarantee continuous, uninterrupted or secure access to the AEG Sites, or that the AEG Sites will be error free. You understand that usage of the AEG Sites may be interfered with or adversely affected by numerous factors or circumstances outside of our control.

AEG shall not be responsible for any delays or interruptions of, or errors or omissions contained in, the AEG Sites. AEG reserves the right, but shall not be required, to correct any delays, interruptions, errors or omissions. AEG may discontinue or alter any aspect of this AEG Sites, including, but not limited to: (i) restricting the time of availability, (ii) restricting the availability and/or scope of the AEG Sites for certain users, (iii) restricting the amount of use permitted, and (iv) restricting or terminating any user's right to use this AEG Sites, at AEG's sole discretion and without prior notice or liability.

## **Dispute Resolution**

Any dispute arising out of or relating in any way to your use of the AEG Sites or any products, services, or information you receive through the AEG Sites, shall be submitted to confidential, binding arbitration in Los Angeles, California before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. The arbitrator's award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. No arbitration under these Terms of Use may be joined with another arbitration related to the subject matter hereof. Notwithstanding the foregoing arbitration requirement, with regard to any actual or potential violation of our intellectual property rights, we may seek injunctive or other appropriate relief in the courts of Los Angeles, California, and you hereby consent to the exclusive jurisdiction of such courts and waive all objections thereto. We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration we each waive any right to a jury trial.

## **Governing Laws**

The laws of the state of California and the United States govern these Terms of Use and any claims arising out of or relating to use of the AEG Sites, without giving effect to any choice of law rules. We make no representation that the AEG Sites are appropriate, legal or available for use outside of the United States. With the exception of any matters subject to arbitration as described above, the state and federal courts located in Los Angeles, California will serve as the location for any actions brought, or claims made, arising out of your use of the AEG Sites.

## **Compliance with Laws**

You assume all knowledge of applicable law and you are responsible for compliance with any such laws. You may not use the AEG Sites in any way that violates applicable state, federal, or international laws, regulations, or other government requirements.

## **Notice for California Residents**

If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer AEG Sites of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

## Consent to Electronic Communications

By using the AEG Sites, you agree that AEG may communicate with you electronically regarding your use of the AEG Sites and related matters, and that any notices, agreements, disclosures, or other communications that AEG sends to you electronically will satisfy any legal communication requirements, including that the communications be in writing. To withdraw your consent to your receipt of electronic notice, please notify AEG using the contact information below.

## Changes to These Terms of Use

We reserve the right, at any time, to modify, alter, or update these Terms of Use without prior notice. You are encouraged to check this page regularly for changes to the Terms of Use. Modifications will become effective immediately upon being posted to the AEG Sites, without further notice to you. Your continued use of any of the AEG Sites after such modifications are posted constitutes your acknowledgement and acceptance of such modifications, and you may not amend these Terms of Use.

## Miscellaneous

**Assignment** - These Terms of Use will be binding upon each party hereto and its successors and permitted assigns. These Terms of Use of Use are not assignable or transferable by you without the prior written consent of AEG. You agree that these Terms of Use of Use and any other agreements referenced herein may be assigned by us, in our sole discretion, to a third party in the event of a merger or acquisition, or otherwise.

**Integration** - These Terms of Use (including all of the policies described in these Terms of Use, which are incorporated herein by this reference) contain the entire understanding of the parties regarding its subject matter, and supersedes all prior and contemporaneous agreements and understandings between the parties regarding its subject matter.

**Waiver** - No failure or delay by a party in exercising any right, power or privilege under these Terms of Use will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.

**Severability** - If any provision of these Terms of Use is determined by a court of law to be unlawful, void or unenforceable for any reason, the other provisions (and any partially-enforceable provision) shall not be affected thereby and shall remain valid and enforceable to the maximum possible extent, and the invalid provision will be modified as necessary to make it valid and enforceable while as closely as possible reflecting the original intentions of AEG.

**Limitation** - You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the AEG Sites or relating to these Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred.

**No Relationship** - No agency, partnership, joint venture, or employee-employer relationship is intended or created by these Terms of Use.

**Force Majeure** - AEG will not be liable for any failure or deficiency in the performance or availability of the AEG Sites by reason of the occurrence of any event beyond our reasonable control, including without limitation, a labor disturbance, an Internet outage, interruption of service, communication outage, failure by a service provider to AEG, fire, terrorism, natural disaster, or war.

## Contact Us

If you have any questions about these Terms of Use of Use, please feel free to please contact:



AEG Corporate Headquarters  
800 West Olympic Blvd., Suite 305  
Los Angeles, CA 90015  
[privacypolicy@aegworldwide.com](mailto:privacypolicy@aegworldwide.com)

Or

LA Kings  
Attn: Privacy  
555 N. Nash St.  
El Segundo, CA 90245  
[privacy@lakings.com](mailto:privacy@lakings.com)