

## OTTAWA SENATORS HOCKEY CLUB SEASON SEAT MEMBERSHIP TERMS AND CONDITIONS

*Last Updated: January 30, 2024*

1. **DEFINITIONS.** For the purposes of these terms and conditions, Capital Sports & Entertainment Inc., the owner of the Ottawa Senators Hockey Club (“**Ottawa Senators**”), a National Hockey League (“**NHL**”) member club, shall be referred to as “**CSE**”. The individual or legal entity entered on the records of CSE as being the account holder in respect of the purchase of a season seat package for Ottawa Senators home games to be played at the Arena (a “**Package**”), shall be referred to as the “**Member**”. “**Arena**” shall refer to the home arena of the Ottawa Senators which is located at 1000 Palladium Drive, in Ottawa, Ontario and is currently known as the ‘Canadian Tire Centre’.
2. **APPLICATION.** These terms and conditions, together with all Package order\* and account information, constitute a binding legal agreement (“**Agreement**”) between CSE and the Member. By tendering payment to CSE or accepting a Package ticket, the Member signifies its acceptance of these terms and conditions and its agreement to be bound to this Agreement. As further detailed in section 17 below, CSE reserves the right, in its sole discretion, to amend these terms and conditions from time to time upon written notice to the Member. CSE will maintain an updated copy of these terms and conditions at <https://www.nhl.com/senators/team/ticket-purchase-terms>

The Member acknowledges and agrees that receipt of Membership Benefits (as defined in section 11 below) including use of Package tickets and attendance at any Package games, by the Member or any individual using any of the Member’s Package tickets from time to time, is governed by (i) this Agreement; (ii) the terms and conditions printed on the reverse side of each physical Package ticket (or made available digitally for mobile Package tickets, as applicable) (the “**Ticketback Terms**”, the current version of the Ticketback Terms is attached as Schedule A hereto); (iii) Arena policies, including security, health and safety, alcohol consumption, and code of conduct policies (as updated from time to time on the Arena’s website – [www.canadiantirecentre.com](http://www.canadiantirecentre.com)) ; and (iv) applicable laws.

\*For greater certainty, these terms and conditions also apply to the purchase of a Package in the Arena’s premium offering areas, including without limitation Club Bell Luxe Seats, Molson Canadian Fan Deck VIP Seats, and Brookstreet Lounge Seats.

3. **AUTO-RENEWAL PROGRAM. THE MEMBER ACKNOWLEDGES AND AGREES THAT BY PURCHASING AN OTTAWA SENATORS SEASON SEAT PACKAGE FOR THE 2024-2025 NHL SEASON, IT IS PARTICIPATING IN THE OTTAWA SENATORS AUTO-RENEWAL PROGRAM, WHEREBY SUCH SEASON SEAT PACKAGE WILL AUTOMATICALLY RENEW FOR SUCCESSIVE NHL SEASONS UNLESS TERMINATED IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.** The Member further acknowledges and agrees that it will be responsible for paying the fees and taxes associated with its Package, as specified in its Annual Renewal Statement (described below), each year unless the Member specifically opts out of the Auto-Renewal Program, as detailed below.
4. **Auto-Renewal Process.** At least 30 days in advance of each upcoming renewal date, CSEI will send the Member an email (typically in February or March of each year), at the email address associated with the Member’s account, notifying the Member that its “**Annual Renewal Statement**” is now available via its account on the online platform, ‘Sens Account Manager’ <https://am.ticketmaster.com/sse/invoice> (by way of example only, an email notice that the

Member receives in February 2025 would relate to the 2025-2026 NHL season). The Annual Renewal Statement will include: (i) the relevant renewal date for the upcoming NHL season (i.e. the date that Member's first payment will be due (the "**First Payment Date**")); (ii) new Package pricing for the upcoming NHL season (including a list of any applicable fees and taxes to be payable by the Member); (iii) the Member's payment plan options for the upcoming season; (iv) any material changes to these Terms and Conditions; and (v) instructions for terminating the renewal of Member's Package in accordance with paragraph (b) below. Unless the Member opts out as specifically set forth in paragraph (b) below, the Member may not terminate its automatically renewing Package.

- a. Opting Out. The Member can terminate the renewal of its Package completing and submitting an opt-out form located at Sens Account Manager prior to the First Payment Date, as specified in its Annual Renewal Statement. The Member's election to terminate will be effective for the upcoming season and the Member will cease to be a season seat member at the conclusion of the then current season (i.e. no payments will be due and no Package tickets will be received with respect to the upcoming season). If the Member does not submit an opt-out form, or if the Member's opt-out form is submitted subsequent to the First Payment Date, the Member will remain a season seat member for the upcoming season.
- b. No Right to Renewal. As further detailed in section 17 below, CSE reserves the right to terminate or modify season seat packages and their automatic renewal at any time, for any reason. The purchase of a season seat package for any season does not create a legal right for the Member to renew any season seat package(s) for any subsequent season. The Member further acknowledges and agrees that the opportunity to renew its Package is a privilege granted by CSE which may be withdrawn by CSE at any time and that CSE has no obligation to renew this Agreement.

5. **OWNERSHIP.** CSE will deal only with the Member in all matters pertaining to the Package. Should a Member wish to have someone else named to handle such matters, written notice must be provided by the Member to CSE. The designated contact person for a Package account held by a business may be changed upon written notice to CSE.

The Member agrees to promptly notify CSE in writing of any changes in address, phone number, payment information, account status, or any other information submitted in respect of the Package.

CSE's acceptance of payment with respect to a Package from any individual or entity who is not the Member does not grant any rights to Package tickets to such individual or entity, rather such payments are deemed to have been made for and on behalf of the Member. All payments for Package tickets made by, or for and on behalf of, the Member are non-refundable except as expressly contemplated in this Agreement or, with respect to an individual Package ticket, the Ticketback Terms.

6. **PACKAGE GAMES; LEAGUE SPECIAL EVENTS.** The Member acknowledges and agrees that the Package being purchased hereunder includes only pre-season and regular season Ottawa Senators home games to be played at the Arena (and not Ottawa Senators home playoff games), 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 Global Series, NHL China Games, NHL Winter Classic, NHL Heritage Classic, NHL Stadium Series, Hockeyville, NHL All-Star or NHL Draft event (each a "**League Special Event**") to the extent held in the Ottawa Senators market or hosted by the NHL at the Arena or otherwise in which the Ottawa Senators, or any of its players, may participate. Notwithstanding the foregoing, CSE will make reasonable efforts to secure the Member an opportunity to purchase tickets for any Ottawa Senators home game that is relocated to an alternate venue within the Ottawa Senators market for the purposes of playing a League Special Event. If during the NHL season, an Ottawa Senators pre-season or regular season game is

designated as a League Special Event, CSE will make the account adjustments contemplated in section 6 below as if such game was a cancelled game.

7. **CANCELLED GAMES.** The Member acknowledges and agrees that CSE and/or the NHL may cancel Ottawa Senators games for any reason, as determined in its/their sole discretion. In the event that any Ottawa Senators game for which Package tickets have been sold to the Member is cancelled, the Member's sole remedy, as determined by CSE in its sole discretion, shall be to: (i) receive an equivalent number of tickets to an alternate Ottawa Senators regular season home game in the same game tier or other Ottawa Senators special event played at the Arena in full satisfaction for the Package tickets made unavailable due to cancellation, or (ii) have its account credited with an amount equal to the amount paid (or payable) by the Member for the particular cancelled game(s) (such amount to be determined as a pro-ratio based on the number of originally scheduled home games in the Package, and the amount paid by the Member for the Package). Unless other arrangements are agreed between CSE and the Member, the credited funds shall, where applicable, be held by CSE and applied, at the direction of the Member, to the Member's purchase of regular season or playoff tickets (if applicable) in the season in which the cancelled game(s) were to have occurred and/or to the Member's renewal of a season seat package in the subsequently played season. If the Member elects not to purchase regular season or playoff tickets and terminates its Package for the subsequent season (in accordance with section 3(b) above), the amount of the credit will be refunded to the Member. No interest or rebate will accrue on the amount of the credit at any time, unless CSE determines otherwise in its sole discretion.
8. **GAME PRESENTATION.** The Member acknowledges and agrees that CSE and/or the NHL may modify or discontinue, temporarily or permanently, any aspect of the rules, operations, venue configuration and presentations of NHL games and events, including without limitation hosting Ottawa Senators games at the Arena without spectators in attendance or with limited spectators in attendance, or may relocate Ottawa Senators games to an alternate venue outside of the Ottawa Senators market, for any reason (including to comply with provincial and/or local health regulations and guidelines regarding public assembly), as determined in its/their sole discretion. In the event that an Ottawa Senators game for which Package tickets have been sold to the member is hosted at the Arena without spectators in attendance, or is relocated to an alternate venue outside the Ottawa Senators market, CSE will make the account adjustments contemplated in section 6 above as if such game was a cancelled game. In the event that an Ottawa Senators game for which Package tickets have been sold to the Member is hosted at the Arena with limited spectators in attendance, the Member acknowledges and agrees that CSE shall have sole discretion regarding which spectators are permitted to attend (and any special terms and conditions applicable to their attendance), and to the extent the Member is not permitted to attend then CSE will make the account adjustments contemplated in section 6 above as if such game was a cancelled game.
9. **POSTPONEMENT / RESCHEDULING.** The Member acknowledges and agrees that CSE and/or the NHL may postpone or reschedule Ottawa Senators games for any reason, as determined in its/their sole discretion. In the event that any Ottawa Senators game for which Package tickets have been sold to the Member is postponed or rescheduled for any reason, the Member's sole remedy shall be to have such tickets honoured at the Arena on the postponed or rescheduled game date.
10. **WAIVER OF CLAIMS.** The Member acknowledges and agrees that the relocation, cancellation, postponement or rescheduling of any Ottawa Senators games contemplated in sections 5-8 above shall in no way be deemed, argued, or construed to be a breach by CSE of any terms, conditions, agreement or any other duties or obligations in connection with the sale and use of Package tickets, provided that CSE will, where applicable, make the account adjustments contemplated in such sections. The Member hereby waives and releases any and all claims it may have against CSE and/or the NHL with respect to such relocated, cancelled, postponed or rescheduled game(s).

11. **PLAYOFF GAMES.** Members will have the first right to purchase Ottawa Senators home playoff tickets corresponding to the playoff rights specified in its Package at the prices, by the deadlines, and upon such terms and conditions as may be established by CSE in its sole discretion. All sales of playoff tickets under this Agreement are final and non-cancellable by the Member. In the event the Member declines to purchase playoff tickets on such terms and conditions as may be set by CSE, CSE may sell, or otherwise utilize its seat allotment for playoff games, as CSE sees fit.
12. **MEMBERSHIP BENEFITS.** The Member acknowledges that any supplementary season ticket membership rights and privileges offered by CSE (that is, in addition to the use of Package Tickets - for example, invitations to season seat member events, discounts on concessions items and merchandise, and such other rights and privileges as may be extended by CSE from time to time) ("**Membership Benefits**") are intended exclusively for the Member to recognize its commitment and loyalty. The Member acknowledges and agrees that the sale or offer for sale, directly or indirectly, of Membership Benefits is prohibited, and that any other transfer of Membership Benefits is only permissible if expressly authorized by CSE. The Member acknowledges and agrees that all matters regarding Membership Benefits shall be determined by CSE in its sole discretion, including whether any Membership Benefits are offered in any given NHL season, as well as the nature, details and conditions of any Membership Benefits that are offered in a particular NHL season (including whether they are offered on a per account, per ticket or other basis).

**100 Level Package - Food and Beverage Credit Inclusion.** Members who purchase a full or half season seat package in the 100 Level of the Arena, excluding in Club Bell and other 100 Level premium areas, will have a food and beverage credit applied to each individual pre-season and regular season Package ticket (amount of credit per game will be specified in the Member's Package order form or the Member's Annual Renewal Statement, as applicable. The food and beverage credit may be redeemed by presenting the Package game ticket at an Arena concession location for scanning (mobile kiosks and in-game hawkers excluded). The Member acknowledges and agrees that food and beverage credits are applied on a per game basis and there will be no refund, or carryover to a future game, of any unused food and beverage credit amounts. If the Member elects to purchase additional tickets for any Package pre-season or regular season game, the Member further acknowledges and agrees that such additional tickets will not include food and beverage credits.

**Club Bell Luxe Seat Package – Beverage Credit Inclusion.** Members who purchase a Package for Club Bell Luxe Seats will receive a credit for the purchase of alcoholic beverages within the Club during their pre-season and regular season Package games (amount of credit will be specified in each Member's Package order form or Member's Annual Renewal Statement, as applicable. Members must be of the legal drinking age in Ontario to qualify. The Member acknowledges and agrees that there will be no refund, or carryover, of any unused beverage credit amounts at the end of the Ottawa Senators regular season; save and except that any Member who purchases its Club Bell Luxe Seat Package allocation for Ottawa Senators home playoff games, may make use of any remaining beverage credit to purchase alcoholic beverages within Club Bell during its allotted playoff games.

**Ticket Brokers.** For the purposes of these terms and conditions, "**Ticket Broker**" shall mean an individual or legal entity: (i) who is in the business of making available for sale tickets that were originally made available for sale by a primary seller; or (ii) who purchases a Package with the primary intent of reselling Package tickets for commercial gain. A Member may be determined to be a Ticket Broker by CSE in its sole discretion at any time. Accounts belonging to suspected Ticket Brokers will not be entitled to receive any Membership Benefits other than the use of Package tickets. CSE reserves the right to revoke, suspend, or not offer for sale, tickets to suspected Ticket Brokers.

13. **PAYMENTS.**

- a. The Member agrees to pay in full all amounts specified in its Package order form or Member's Annual Renewal Statement (including without limitation the cost of all tickets and parking passes as well as all applicable taxes and fees as further described in paragraph (c) below), by the date such payments are due, in accordance with the payment plan option (described in paragraph (b) below) selected in its Package order form or through the Sens Account Manager platform. Members who select the Pay In Full Plan, and provide such payment prior to August 1, 2024, will receive 2% of their Package value in Sens Bucks (an account credit, redeemable towards certain specified benefits, such as concessions, restaurants, merchandise, tickets or suite rentals) for use during the upcoming, and subsequent, seasons. The Member hereby irrevocably authorizes CSE to debit the amount of each payment from the Member's credit card (where payment is to be made by credit card). This authority shall remain in full force and effect until CSE has debited the full amount of the Member's Package and playoff tickets (if any) purchased.
- b. Payment Plan Options. Members will, unless otherwise communicated by CSE, have the option of three payment plans:
- i. *Pay In Full Plan*. The Pay in Full Plan allows the Member to pay 100% of the cost of its Package for the upcoming season on or before the First Payment Date (as set out in the Package order form or Annual Renewal Statement (as applicable)). This payment may be made using a VISA, MasterCard, or American Express credit card (a "**Credit Card**") or cheque.
  - ii. *Three Pay Plan*. The Three Pay Plan allows the Member to pay: (A) 20% of the cost of its Package for the upcoming season on or before the First Payment Date, (B) 40% of the cost of its Package for the upcoming season on or before the second payment date specified in the Package order form or Annual Renewal Statement (as applicable); and (C) 40% of the cost of its Package for the upcoming season on or before the third payment date specified in the Package order form or Annual Renewal Statement (as applicable). These payments may be made using a Credit Card or cheque.
  - iii. *Monthly Pay Plan*. The Monthly Pay Plan allows the Member to pay the cost of its Package for the upcoming season in monthly installment payments (the number of payments and the amount of each payment will be communicated on the Package order form or the Annual Renewal Statement (as applicable)), with the monthly installment payments being due on the dates referred to in the Package order form or the Annual Renewal Statement, as applicable. These payments may be made by Credit Card only.
- c. Fees and Taxes. CSE reserves the right to charge a fee for the administration of each Member account. Facility capital replacement fees will be applied to each Package ticket. CSE also reserves the right to charge a fee in respect of the Monthly Pay Plans in order to pay for the administration thereof. Harmonized Sales Tax will be payable with respect to all Packages. CSE will specify the amount of such administrative fees, facility capital replacement fees, and taxes on the Member's Package order form or Annual Renewal Statement, as applicable.

Package tickets will be delivered to Members in mobile ticket format. Any Members who request physical Package tickets may be subject to a printing fee related to the cost of producing and delivering physical tickets. CSE will provide the Member with notice specifying the amount of such printing fee if applicable.

- d. Late / Declined Payments. In the event any payments are not provided when due, CSE may suspend the barcodes for the Member's Package tickets until payment in full is made. The Member acknowledges and agrees that it shall be a breach of this Agreement (giving rise to

CSE's termination and other rights described below) if any payment is declined and such non-payment is not remedied within ten (10) business days of the member being so advised by CSE. CSE also reserves the right to charge a processing fee of \$20.00 for any declined payment due to insufficient funds or a declined Credit Card.

**Unless otherwise specified in these terms and conditions, all sales of season seat packages under this Agreement are final and non-cancellable by the Members and all deposits and payments are non-refundable.**

The Member understands and agrees that CSE is not liable in any way for erroneous billing statements or incorrect charges, and that in the event of such billing error, CSE's only responsibility is to correct it if and when CSE receives written notice of the error. The Member understands that it is the sole responsibility of the Member to ensure that its payment information is correct and current and to notify CSE in writing of any errors, deficiencies or changes such that the payment information may be updated, and that the Member's failure to do so within the specified time frame may result in a suspension or loss of Package tickets and/or Membership Benefits at the sole discretion of CSE.

14. **DEFAULT.** CSE reserves the right, in its sole discretion, to terminate this Agreement, and thereby cancel all of the Member's Package tickets, playoff tickets, and Membership Benefits without compensation to the Member, if: (a) the Member fails to pay when due any amounts due hereunder; (b) the Member otherwise materially breaches the terms of this Agreement; or (c) the Member becomes insolvent, bankrupt or is otherwise unable to pay its debts when due. Termination of this Agreement will not affect the Member's obligations under this Agreement for amounts due to CSE for rights received by the Member on or up to the date of termination or otherwise limit the rights and remedies available to CSE at law or in equity. No failure or delay by CSE in the exercise of any remedy provided for in this Agreement shall be construed to constitute a forfeiture or waiver thereof or of any other right or remedy available to CSE.
15. **REVOCABLE LICENCE AND RESTRICTIONS.** The Member acknowledges that each Package ticket and playoff ticket is a limited, revocable licence to attend the game described on the ticket face. As a revocable licence, each ticket may be revoked by CSE, in its sole discretion, at any time and for any reason. Package tickets are intended for personal use by the Member and are not intended for commercial re-sale unless expressly authorized by CSE. The Member may not sell, give away, donate, sublicense, lease, lend, dispose of in any manner, or otherwise part possession with, any of the Member's tickets in connection with any promotion of merchandise or services of any kind or for any other commercial purposes whatsoever unless prior written consent is obtained from CSE.
16. **RELOCATION.** CSE reserves the right to relocate the seats in the Member's Package occasionally during the regular season and at any time during the playoffs due to broadcast and/or Arena security requirements and for any other reason in its sole discretion. If such a relocation is required, CSE will make every effort to relocate the Member (or the individual using any of the Member's Package tickets) to seats in a substantially similar or better location within the Arena.
17. **PERSONAL INFORMATION AND ELECTRONIC COMMUNICATIONS.** CSE may collect the following categories of personal information when the Member purchases its Package or otherwise interacts with CSE: personal information including contact information and financial information including payment details. CSE uses this information to process the Member's Package; provide the Member with goods, products or services; manage the Member's account; and enable the Member to customize features of CSE's services. For more details, please review CSE's Privacy Policy which can be found at <https://www.nhl.com/senators/team/privacy-policy>. From time to time, CSE will send the Member electronic messages with information pertaining to its account (including messages with renewal, pick up or payment information or messages with other information related to the proper administration of the Member's account) or its Membership

Benefits. CSE may also send the Member other types of electronic messages, such as offers of goods (including tickets) and services of CSE in accordance with applicable laws; provided that the Member may at any time opt out of receiving such materials by following the unsubscribe instructions provided in any of these communications.

18. **AMENDMENTS.** CSE reserves the right to change all or any portion of these terms and conditions at any time, and from time to time. Where required by law or at its discretion, CSE will send the Member notice of such changes using the email address associated with Member's account on Sens Account Manager, or using other means of contact available to CSE. Where required by law or at CSE's discretion, such notice will be given at least thirty (30) days before the amendment comes into force. Prior to the coming into force of the amendment, the Member may cancel the Agreement instead of accepting the amendment. To the fullest extent permitted by law, as the Member's sole remedy and where required by law, the Member may refuse the amendment and cancel the Agreement without cost or penalty. The Member's continued use of the Package following any announced change or after the date indicated in any notice of amendment will be deemed acceptance of any change to these terms and conditions.
19. **GENERAL.** This Agreement and the Ticketback Terms constitute the entire agreement between the parties. The waiver by CSE of strict observance or performance of any term of this Agreement or the Ticketback Terms or of any breach of this Agreement on the part of the Member or of any breach of the Ticketback Terms on the part of the Member or any individual using any of the Member's Package tickets shall not be held or deemed to be a waiver of any subsequent failure to observe or perform the same or any other term of this Agreement or the Ticketback Terms or any breach thereof. If any provision of this Agreement is adjudicated to be invalid, illegal or unenforceable, in whole or in part, such provision shall be deemed deleted to the extent that the expected benefits to be received by the parties are not materially changed, and all other provisions of this Agreement shall remain in full force and effect. Time shall be of the essence hereof and thereof.
20. **GOVERNING LAW.** These Terms shall be governed by the laws of the Province of Ontario, without regard to its conflict of laws provisions. Any action or proceeding arising out of or relating to the Agreement must be brought in the courts of the Province of Ontario. The Member knowingly, voluntarily and irrevocably submits to the exclusive jurisdiction of the courts located in Ottawa, Ontario in any such action or proceeding and waives any objection it may now or hereafter have to venue or to convenience of forum.
21. **CONTACT US.** If the Member has any questions about the Agreement, it may contact CSE at 1000 Palladium Drive, Ottawa, Ontario, K2V 1A5, 613-599-0100, or [membershipservices@ottawasenators.com](mailto:membershipservices@ottawasenators.com).

## SCHEDULE A – TICKETBACK TERMS

### 2024/2025 NHL SEASON TICKETBACK

THIS TICKET ("TICKET") IS A REVOCABLE LICENSE. BY PURCHASING AND/OR USING TICKETS TO AN NHL GAME, HOLDER OF THIS TICKET AGREES THAT (1) USE OF SUCH TICKETS AND ADMISSION TO THE ARENA, STADIUM, OR VENUE ("VENUE") IDENTIFIED IN THE TICKET IS CONDITIONED UPON HOLDER'S AGREEMENT TO THE TERMS AND CONDITIONS SET FORTH BELOW, AND (2) HOLDER WILL INFORM ANY GUESTS, COMPANIONS, OR OTHER PERSONS WHO WILL BE USING TICKETS PURCHASED BY OR RECEIVED FROM HOLDER THAT AS TICKET HOLDERS THEMSELVES, THEIR OWN USE OF SUCH TICKETS AND ADMISSION TO THE VENUE ARE ALSO CONDITIONED UPON THEIR AGREEMENT TO THE TERMS AND CONDITIONS BELOW.

**TO THE EXTENT ENFORCEABLE IN THE APPLICABLE JURISDICTION, HOLDER, VENUE, AND NHL AGREE THAT ALL DISPUTES ARISING FROM THESE TERMS AND CONDITIONS SHALL BE LITIGATED IN COURT OR ARBITRATED ON AN INDIVIDUAL BASIS**

**AND WAIVE ANY RIGHT TO LITIGATE IN COURT OR ARBITRATE ANY CLAIM AS A CLASS ACTION, REPRESENTATIVE ACTION, OR CLASS ARBITRATION; AND, IF THE HOLDER DOES NOT CONSENT TO THIS CLAUSE, THE HOLDER MUST IMMEDIATELY LEAVE OR NOT ENTER THE VENUE.**

SAFETY WARNING AND RELEASE/COMPLIANCE WITH NHL POLICIES

WARNING! DESPITE ENHANCED SPECTATOR SHIELDING MEASURES, PUCKS STILL MAY FLY INTO THE SPECTATOR AREA. SERIOUS INJURY CAN OCCUR. STAY ALERT AT ALL TIMES INCLUDING DURING WARMUP AND AFTER PLAY STOPS. IF STRUCK, IMMEDIATELY ASK USHER FOR DIRECTIONS TO MEDICAL STATION. HOLDER, ON BEHALF OF HOLDER AND ANY PERSON ACCOMPANYING HOLDER, INCLUDING MINOR(S), VOLUNTARILY ASSUMES ALL RISKS OF PROPERTY LOSS AND PERSONAL INJURY, ILLNESS AND ALL OTHER HAZARDS RELATED TO THE GAME AND ATTENDING THE VENUE FOR WHICH A TICKET IS ISSUED, WHETHER OCCURRING PRIOR TO, DURING OR AFTER THE GAME, INCLUDING SPECIFICALLY BUT NOT EXCLUSIVELY, THE DANGER OF INJURY BY HOCKEY PUCKS, STICKS AND OTHER EQUIPMENT, BY SPECTATORS OR PLAYERS, OR BY THROWN OBJECTS, AS WELL AS EFFECTS RELATED TO HUMAN CORONAVIRUSES, AND AGREES THAT THE NATIONAL HOCKEY LEAGUE, THE VENUE, THE NHL MEMBER CLUBS, NHL ENTERPRISES, L.P., NHL ENTERPRISES CANADA, L.P., THE NHLPA (INCLUDING CURRENT AND FORMER PLAYERS) AND EACH OF THEIR RESPECTIVE AFFILIATES, PARENTS, SUBSIDIARIES, AGENCIES, DEPARTMENTS, SUBDIVISIONS, RELATED ENTITIES, OWNERS, GOVERNORS, TRUSTEES, OFFICERS, DIRECTORS, PARTNERS, SHAREHOLDERS, MEMBERS, PRINCIPALS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE "NHL") ARE EXPRESSLY RELEASED FROM ANY AND ALL CLAIMS ARISING FROM OR RELATING TO SUCH CAUSES OR OTHERWISE OCCURRING AT OR IN CONNECTION WITH THE GAME, INCLUDING SPECIFICALLY BUT NOT EXCLUSIVELY CLAIMS ARISING FROM OR RELATING TO THE NEGLIGENCE OF THE NHL.

HOLDER SHALL REVIEW CAREFULLY, AND ABIDE BY, THE POLICIES OF THE NHL, INCLUDING WITHOUT LIMITATION THE NHL FAN CODE OF CONDUCT, THE FAN GUIDE FOR THE EVENT AND ANY VENUE POLICIES, PROTOCOLS, OR PROCEDURES THE NHL MAY REQUIRE COMPLIANCE WITH OR VERIFICATION OF PRIOR TO OR AS A CONDITION OF ADMISSION TO THE VENUE, AS APPLICABLE ("NHL POLICIES"). NHL RESERVES THE RIGHT TO REFUSE ADMISSION OR EJECT ANY PERSON THAT FAILS TO ABIDE BY ANY NHL POLICIES. NHL RESERVES THE RIGHT TO MODIFY ANY NHL POLICIES WITHOUT NOTICE. IN THE EVENT ANY PROVISION OF THIS TICKET SHALL BE DEEMED TO BE INVALID, ILLEGAL, OR UNENFORCEABLE BY A COURT OF LAW OR AUTHORIZED ARBITRATOR, THE VALIDITY, LEGALITY, AND ENFORCEABILITY OF THE REMAINING PROVISIONS SHALL NOT IN ANY WAY BE AFFECTED OR IMPAIRED THEREBY.

NAME/LIKENESS RELEASE

BY USING THE TICKET(S) AND ATTENDING THE GAME, HOLDER, ON BEHALF OF HOLDER AND ANY PERSON ACCOMPANYING HOLDER, INCLUDING MINOR(S), GRANTS THE NATIONAL HOCKEY LEAGUE AND ITS MEMBER CLUBS, THE VENUE, NHL ENTERPRISES, L.P., NHL ENTERPRISES CANADA, L.P., AND EACH OF THEIR RESPECTIVE AFFILIATES (COLLECTIVELY THE "NHL ENTITIES") PERMISSION TO RECORD HIS/HER IMAGE, NAME, VOICE, LIKENESS, ACTIONS AND/OR STATEMENTS IN ANY IMAGE, FOOTAGE, OR DISPLAY, WHETHER LIVE OR RECORDED, WHICH MAY BE TAKEN AT THE GAME OR AT THE VENUE, AND TO THE USE OF SAME BY THE NHL ENTITIES AT ANY TIME, FOR ANY PURPOSE (INCLUDING ADVERTISING OR PROMOTIONAL PURPOSES), AND IN ANY MEDIA NOW KNOWN OR SUBSEQUENTLY DEVELOPED WITHOUT ADDITIONAL COMPENSATION. THE NHL ENTITIES RESERVE THE RIGHT TO MODIFY ANY NHL POLICIES, INCLUDING THIS RELEASE, WITHOUT NOTICE.

UNAUTHORIZED COMMERCIAL USE OF TICKET / UNAUTHORIZED TRANSMISSION

GAME TICKETS MAY NOT BE USED FOR ADVERTISING, PROMOTION (INCLUDING CONTESTS AND SWEEPSTAKES) OR OTHER COMMERCIAL PURPOSES WITHOUT PRIOR WRITTEN CONSENT OF THE NHL AND/OR THE APPLICABLE NHL MEMBER CLUB. ANY NON-EDITORIAL OR COMMERCIAL USE OF ANY NHL OR NHL CLUB MARK IS PROHIBITED WITHOUT PRIOR WRITTEN APPROVAL OF THE NHL. ANY UNAUTHORIZED TRANSMISSION, PICTURE OR OTHER DEPICTION OR DESCRIPTION OF ANY GAME ACTION, GAME INFORMATION OR OTHER VENUE ACTIVITY IS PROHIBITED WITHOUT PRIOR WRITTEN APPROVAL OF THE NHL. NHL RESERVES THE RIGHT TO MODIFY ANY NHL POLICIES WITHOUT NOTICE.