

# Tampa Bay Lightning Season Ticket Member Terms and Conditions and Arbitration Agreement

Revised January 29, 2026

**THIS AGREEMENT RENEWS AUTOMATICALLY UNLESS YOU CANCEL**

See below for details.

**YOU ARE ENCOURAGED TO ENGAGE INDEPENDENT LEGAL COUNSEL TO ASSIST YOU WITH REVIEW OF THESE TERMS, WHICH INCLUDE AN ARBITRATION PROVISION AND CLASS ACTION WAIVER. PLEASE READ EVERYTHING CAREFULLY.**

These Season Ticket Member Terms and Conditions and Arbitration Agreement (“**Terms**”) govern the Tampa Bay Lightning season tickets and are subject to modification in accordance with the terms hereof. Your purchase of season tickets from Lightning Hockey LP and its successors and assigns (including its authorized agent Tampa Bay Arena, LLC and its successors and assigns) (collectively, “**Tampa Bay Lightning**,” “**Lightning**,” “**we**,” “**our**,” or “**us**”) is subject to, and by purchasing season tickets you agree to, the following terms and conditions:

- 1. Tickets.** A Tampa Bay Lightning Bolt For Life member (“**BFL**” or “**you**”) is defined as the Account (defined below) holder of a (i) full-season ticket package, a (ii) half-season ticket package, and/or a (iii) quarter season ticket package (each a “**Package**”, and collectively “**Packages**”). The Package is an indivisible, non-transferable (except as otherwise may be provided herein), revocable license issued annually by the Lightning that provides BFL with tickets to attend Tampa Bay Lightning games at Benchmark International Arena (“**Arena**”) including access to the seat(s) in the row and section listed on the tickets, parking pass(es) (if applicable), and any other benefits granted to BFL as a Lightning season ticket member, in accordance with the Package selected. The license expires after one (1) season, and the issuance of the license creates no rights beyond that season, including no right to renew, or to specific seats.

We reserve the right to revoke the Package at any time with or without cause. If the Package is revoked without cause, BFL’s exclusive remedy is a refund of any amounts paid for which no corresponding benefits have been provided, as determined by the Lightning in its sole discretion. If the Package is revoked for cause, BFL will not be entitled to any refund; see the Breach (defined below) section below for further information. The Lightning also reserve the right to refuse to sell tickets to any individual or entity for any lawful reason.

The Lightning reserve the right to relocate any BFL who does not have a disability requiring a wheelchair, and whose seats are located in a wheelchair and companion seating area.

- 2. Account; Account Holder Identity; Authority.** The “**Account**” is the revocable license granted by Lightning to BFL to manage, through BFL’s My Bolts Nation Ticketmaster.com account or otherwise, the Package, tickets, payments, and other rights and obligations under these Terms. BFL must be an individual living adult or legal business entity. In the case of a legal business entity, the natural person purchasing the Package through the Account on behalf of, or as a representative for, such legal business entity represents that he/she is duly authorized to accept these Terms on behalf of such legal business entity, and that these Terms are binding upon the legal business entity in accordance herewith. The BFL is listed on the Account as the primary contact. If BFL is a legal business entity it must designate an individual living adult as its primary contact person on the Account. Only BFL (or in the case of a legal business entity, the designated primary contact person) is allowed to make changes to the Account. BFL must promptly notify Lightning in writing of any changes in address, phone number, payment method and any other Account information. With respect to legal business entities who are BFL’s, all changes to Account records (such as to the contact person) must be submitted in writing on official letterhead and signed by an authorized employee. BFL may request that a secondary contact be authorized to communicate with us about the Account, Package, tickets, or other issues. We, at our discretion, may, but shall not be obligated to, communicate with the secondary contact following BFL’s request. However, BFL acknowledges that we shall have no obligation to communicate with the requested secondary contact and that the secondary contact shall have no right to request changes to the Account or other actions.

**3. Transfer of Account.** Account transfers are limited to an "Immediate Family Member" (defined hereunder as a spouse, parent, or child), if a personal Account, or an "Affiliate" (defined as an entity that controls, is controlled by, or is under common control with BFL), if a company or corporate Account. Upon divorce or legal separation (in a state that recognizes legal separation), we will honor a stipulation authorizing retention or transfer of membership to one or both of the parties. Without stipulation or agreement, the tickets shall revert to the Lightning who shall have the right to divide the tickets between the parties or otherwise cancel the Account. In the event of the death of an individual BFL, we will honor a transfer to an Immediate Family Member, if BFL's intentions regarding such transfer are specifically detailed in the BFL's estate planning documents. Otherwise, the tickets shall revert to the Lightning who shall have the right to transfer or cancel the Account. In the event of the death of the primary contact for a corporate BFL, such BFL shall designate a new primary contact, and the Account shall otherwise remain unchanged.

BFL does not otherwise have any right to transfer all or part of its Account (including without limitation any seat(s)) to another individual or entity. If the BFL believes extenuating circumstances may warrant an exception to this policy, BFL shall submit a written request to the Tampa Bay Lightning at [membershipservices@vinikssportsgroup.com](mailto:membershipservices@vinikssportsgroup.com), subject "BFL Account Transfer Request." The determination of whether to grant, withhold, condition, or deny the request shall be made at the sole discretion of the Tampa Bay Lightning. If such a transfer is granted, BFL shall comply with all reasonable procedures required by the Tampa Bay Lightning to effectuate the transfer.

**4. All Sales are Final; No Refunds or Exchanges.** ALL LIGHTNING GAME TICKET PURCHASES ARE FINAL AND ARE NOT SUBJECT TO REFUNDS, RETURNS, OR EXCHANGES. BFL acknowledges and agrees that BFL is not entitled to any refund or exchange of its Package, including without limitation, in the case of BFL's inability or failure to use any or all of the tickets, except as otherwise provided herein or in our sole discretion. Delivery of tickets shall be made prior to the applicable hockey season, and only upon receipt by the Tampa Bay Lightning of full payment of all monies currently due in connection with the applicable Package.

**5. Ticket Resale Limitations.** The Tampa Bay Lightning acknowledge that BFL may not be able to use each of its tickets in its Package. BFL acknowledges that the spirit of being a season ticket member and purchasing a Package is not to generate financial gain or benefits for BFL by virtue of selling tickets, but rather is rooted in a desire to support the Tampa Bay Lightning. As such, BFL acknowledges that BFL's resale and/or trade activity may be monitored and tracked by the Tampa Bay Lightning. In the event BFL accrues an account credit as the result of a ticket resale, BFL acknowledges that such credit cannot be used towards the License Fee (defined below) for the then-current Lightning season and can only be applied towards a future season License Fee. We may revoke, suspend, or cancel the applicable Package and privileges, and otherwise invoke the remedies described in the "Breach" section if we determine, in our sole discretion, that BFL sells, trades, attempts to sell or trade, or engages a third party to sell or trade on BFL's behalf: (i) tickets in violation of any applicable laws; (ii) a significant portion of the Package tickets; or (iii) tickets in a way that otherwise violates the spirit of being a season ticket member. Resale or attempted resale of any ticket in a manner or at a price in violation of any federal, state, or local law or regulation is grounds for the automatic revocation of this license, confiscation of tickets, and/or refusal of entry into the Arena, and may result in a criminal sanction, fine, and/or other penalty.

**6. Fees; Payment Plans.** For each NHL season, the Lightning will determine the annual fee associated with your Package (the "License Fee"). The total amount of this License Fee will be provided to you in an annual invoice prior to the start of the season ("Dues Notification"). Payment of the License Fee shall be made, as selected by BFL, in one of two ways: (1) pay-in-full ("Annual Plan") or (2) in substantially equal installments of the License Fee ("Installment Amount") via a monthly payment plan ("Installment Plan"). Each Annual Plan and Installment Plan is called a payment plan ("Payment Plan"). There shall be 0% annual percentage interest charged on the License Fee, which aggregate amount shall be the same if BFL selects the Annual Plan or the Installment Plan.

If BFL elects to pay pursuant to the Annual Plan, BFL shall pay the total License Fee for the applicable season in accordance with the date outlined on the Dues Notification. Lightning must receive BFL's payment in full of the

total License Fee by the deadline established by Lightning for BFL to validly execute BFL's ticket purchase for the season.

If BFL selects to pay pursuant to the Installment Plan, BFL agrees that the Installment Amounts shall be due and paid in accordance with the schedule outlined on the Dues Notification (provided, that BFL may elect to pay an amount *greater* than an applicable Installment Amount to reduce the outstanding balance of the License Fee; provided further, that although such overpayment shall reduce the License Fee balance, it shall not result in a recalculation of subsequent Installment Amounts). The Lightning reserve the right to adjust or otherwise modify the Installment Plan schedule (including without limitation, readjusting any Installment Amount(s), if necessary) upon written notice to BFL (email shall suffice) and BFL shall accept any such modifications pursuant to the procedures established by Lightning.

**7. AUTOMATIC RENEWAL. By agreeing to purchase a Package, BFL agrees and acknowledges that its Package will be subject to automatic renewal each NHL season ("Automatic Renewal"). This means that BFL is obligated to pay the License Fee to the Lightning for every NHL season after BFL is enrolled unless BFL terminates its Account or opts out of Automatic Renewal.**

The Tampa Bay Lightning have the discretion to set the renewal terms and conditions, including at higher prices or on different terms and conditions. All renewals are subject to these Terms until or unless new terms are issued. If any provision contained in these Terms conflicts with any provision of the new terms, the provision contained in the new terms will govern and control.

**8. Termination by BFL. BFL may, at any time and for any reason, opt out of Automatic Renewal by delivering written notice of such intent to opt out via the following link: <http://tampabaylightning.com/BFLOptOut> (the "Automatic Renewal Termination Notice"). Opting out of Automatic Renewal for the next NHL season does not terminate the BFL's Package for the then current NHL season. However, BFL may, at any time (except as provided in Section 9(c) below) and for any reason, opt out of the current season's Package by delivering written notice of such intent to terminate the Package via the following link: <http://tampabaylightning.com/BFLOptOut> (the "Package Termination Notice"). BFL acknowledges that the Package Termination Notice must be received at least three (3) business days in advance of the date of a scheduled Lightning game for the termination to take effect (i.e., if Termination Notice is received two (2) business days prior to a Lightning game, BFL will be obligated to purchase the tickets for such game, unless Lightning elects otherwise in their sole discretion). BFL also acknowledges that terminating the current season's Package shall also automatically opt BFL out of Automatic Renewal.**

- a.** Upon receipt of the Package Termination Notice by the Tampa Bay Lightning, (i) BFL will not be obligated to remit any future scheduled Payment Plan payments (but shall be obligated to pay any amounts outstanding), (ii) the Tampa Bay Lightning, effective as of the noted effective date of termination in the Package Termination Notice, will not be obligated to honor any future tickets (whether such unused tickets have been delivered to BFL or not); and (iii) BFL shall not be entitled to any refund for any License Fee payments made prior to the effective date of cancellation (as applicable, the "Pre-Termination Payments").
- b.** Any Pre-Termination Payments will be made available to BFL, on a pro-rata basis, as a credit for Tampa Bay Lightning single-game or group tickets for the then-current season (the "Credit"). For purposes of clarification and illustration, in the event that BFL terminates its Package half-way through the season, having already paid the full balance of the License Fee at the start of the season, BFL shall be entitled to a pro-rata Credit of such amount through the end of then-current regular-season, and the Credit may be used to purchase Tampa Bay Lightning tickets for the then-current season at the Tampa Bay Lightning's then-current market rates (such market rate will not be the preferential season ticket member rate).
- c.** If BFL cancels its Package or opts out of Automatic Renewal during the Dues Notification Period (defined below), or after the Dues Notification Period but prior to the start of the next NHL season, BFL will lose

any preferred pricing offered to BFL for playoff tickets for the then-current or most recent season, and will be required to pay the difference between the preferred and non-preferred rate (“**Playoff Ticket Rate Difference**”) for any such playoff games purchased prior to termination of the Package or Automatic Renewal. Lightning shall be authorized to (i) apply any Pre-Termination Payments towards the Playoff Ticket Rate Difference and/or initiate a Charge or EFT to your Card or Deposit Account for payment of such Playoff Ticket Rate Difference.

**9. Dues Notification Period.** Upon receipt of the Dues Notification, BFL will have until the deadline designated in the Dues Notification (the “**Dues Notification Period**”) to choose between or among the then-available Payment Plans. Additionally, BFL must choose one of the following four options during the Dues Notification Period:

**a. Option 1 – Take No Action to maintain Automatic Renewal of the Package for the next season and retain preferred-pricing playoff tickets for then-current season.** By virtue of Automatic Renewal, BFL will be automatically committed to the same Package for the next season, as well as playoff tickets for the current season, as applicable.

**b. Option 2 – Opt out of Automatic Renewal of the Package for the next season but retain playoff tickets for the current season at the non-preferred price.** No action is necessary on part of BFL to retain playoff tickets for the current season.\* However, BFL must formally opt out of Automatic Renewal to prevent automatic renewal for the next season. For instructions to opt-out of Automatic Renewal, see section 8, above.

**\*NOTE:** By opting out of Automatic Renewal for the next season, BFL will lose its preferred pricing for the then-current season playoff tickets and will pay a higher price for all potential home playoff games (including any already played at the time of opt out). Additionally, by opting out of Automatic Renewal for the next season, BFL will also need to pay for any/all playoff rounds that BFL elects to purchase, or is otherwise contractually obligated to purchase, before the start of the playoffs, at the non-preferred rate. Preferred pricing is only available to season ticket members who remain subject to Automatic Renewal for the next season.

**c. Option 3 – Maintain Automatic Renewal of the Package for the next season but opt out of playoff tickets for the then-current season.** No action is necessary on part of BFL to maintain its Automatic Renewal status. However, BFL must formally opt out of the current season playoff option during the Dues Notification Period to prevent automatic commitment to playoff tickets. To formally opt out of the playoff ticket commitment, visit and follow the steps indicated at: <http://tampabaylightning.com/BFLOptOut>. Notwithstanding anything to the contrary contained herein, any Package Termination that occurs during or immediately prior to the playoffs shall not be effective until the later of the end of the notice period referenced in Section 8, above, or the first game of the round immediately following delivery of the Package Termination Notice. For example, a BFL that does not opt out of the first round of the playoffs at least 3 business days prior to the first Lightning home game may submit a Package Termination Notice at any time during the first round, but such termination shall not take effect mid-round.

**d. Option 4 – Opt out of Automatic Renewal of the Package for the next season and opt out of playoff tickets for the then-current season.** BFL must formally opt out of BOTH Automatic Renewal AND current season playoff option during the Dues Notification Period to prevent automatic enrollment for the Package the next season and automatic commitment to current season playoff tickets. To formally opt out of both Automatic Renewal and the playoff ticket commitment, visit and follow the steps indicated at: <http://tampabaylightning.com/BFLOptOut>.

**e. Option 5 – Opt out of Automatic Renewal for some, but not all, of the seats of the Package for the next season.** To formally opt out of some of the seats included in your Package, visit and follow the steps

indicated at: <http://tampabaylightning.com/BFLOptOut>. After completing the form at the link above you will be contacted by a Lightning Account Executive to discuss the revised number of seats in your Package.

**10. Lightning Playoffs.** Pursuant to the Automatic Renewal terms, unless BFL timely and properly exercises its Playoff Opt-Out for the applicable NHL season as set forth below, BFL agrees to purchase tickets for each home game to be played by the Lightning during the NHL playoffs on the terms outlined herein (including any additional fees or cost associated with the purchase of the playoff tickets above the regular-season License Fee).

As outlined in Section 8(c) above, if BFL cancels Automatic Renewal of the Package during the Dues Notification Period, or after the Dues Notification Period but prior to the start of the next NHL season, BFL will lose any preferred pricing offered to BFL for playoff tickets for the then-current or most recent season and will be required to pay the Playoff Ticket Rate Difference for any such playoff games purchased prior to termination of Automatic Renewal. Lightning shall be authorized to apply any Pre-Termination Payments towards the Playoff Ticket Rate Difference and/or initiate a Charge or EFT to your Card or Deposit Account for payment of such Playoff Ticket Rate Difference.

In the event that the Tampa Bay Lightning qualify for the NHL playoffs, tickets to any such playoff home games are at an additional cost above and beyond the cost of the regular-season ticket License Fee. Except as otherwise provided herein, **Full-Season BFLs** have agreed and are automatically committed to purchase playoff tickets for each playoff home game (same quantity as the number of regular-season tickets purchased by BFL, same location, subject to availability\*). Except as otherwise provided herein, **Half-Season BFLs who purchased a Package prior to July 1, 2021** have agreed and are automatically committed to purchase playoff tickets for each playoff home game (same quantity as the number of regular-season tickets purchased by BFL; precise seat location to be determined based upon (a) BFL's tenure in seat location as a BFL and (b) the Tampa Bay Lightning's then-current available inventory). Except as otherwise provided herein, **Half-Season BFLs who purchased a Package on or after July 1, 2021** have agreed and are automatically committed to purchase playoff tickets for every other playoff home game (i.e., game 1 and game 3 (if applicable), or game 2 and game 4 (if applicable)) (same quantity as the number of regular-season tickets purchased by BFL; precise seat location to be determined based upon (a) BFL's tenure in seat location as a BFL and (b) Tampa Bay Lightning's then-current available inventory). **Quarter-Season BFLs** will not be automatically entitled to purchase playoff tickets. Notwithstanding the foregoing, the Tampa Bay Lightning may, in its sole discretion in a manner that suits the Tampa Bay Lightning's convenience and needs, extend an offer to Quarter-Season BFLs in advance of extending a purchase offer to the general public.

In addition to the opt-out and termination opportunities referenced above, BFLs may opt out of receiving the offered playoff tickets (the “**Playoff Opt-Out**”) during the Dues Notification Period. In the event that BFL fails to timely exercise its Playoff Opt-Out, BFL will be obligated to pay for the applicable playoff tickets. In the event BFL timely exercises the Playoff Opt-Out, the Tampa Bay Lightning shall have no further obligation to BFL in connection with such playoff tickets and the Tampa Bay Lightning may, at its discretion, sell the tickets to a third party or otherwise dispose of them as it sees fit. As provided in Section 9(c) above, BFL may not opt out of the playoffs in the middle of a round.

**\*NOTE:** Certain BFL regular-season seats may become unavailable at any time during the NHL playoffs (for instance, due to an NHL mandate reserving such seats). In such instance, BFL authorizes the Tampa Bay Lightning to relocate BFL to other available seats in a comparable seating area as determined by the Tampa Bay Lightning in its sole discretion in a way that suits its convenience and needs. If BFL does not accept the alternate seats, its sole remedy is to opt out, as described above.

**11. Cheer Now, Pay Later Playoff Plan.** In the event that the Tampa Bay Lightning qualify for the NHL playoffs, BFL agrees that: (i) all playoff tickets will be sold to BFL on a complete package basis only (meaning, BFL will be required to purchase the tickets for each home playoff game offered to BFL and will not have the ability to purchase single game tickets via the season ticket member program); (ii) BFL will be charged only for the number of games that are played each round (e.g., if only 2 home games are played in round 2, BFL will be charged for 2 games that round); and (iii) playoff fees will be charged after the final home game of each round. All fees are due in

accordance with invoice terms. Notwithstanding the foregoing, the Tampa Bay Lightning reserve the right to require payment in-full for any playoff tickets prior to the start of the playoffs.

If BFL fails to timely remit any required payments owed for purchase of playoff tickets, the Tampa Bay Lightning reserve the right to, upon a minimum of two (2) business days' advance written notice to BFL (email accepted), apply any License Fees collected to past-due amounts owed for playoff tickets before applying Licensee Fees toward payment for next season's season tickets. Application of License Fees to past-due amounts owed for playoff tickets may cause BFL to become delinquent on season ticket payments. If such application of License Fees causes BFL to become delinquent on season ticket payments, and BFL has not cured such delinquency within ten (10) days of a written notice of delinquency ("Notice of Delinquency"), the Tampa Bay Lightning shall be entitled to the remedies described in the "Breach" section. Notwithstanding the foregoing, if BFL has not paid sufficient License Fees to cover the cost of the playoff tickets and has failed to cure such nonpayment, the Lightning reserve the right, in its sole discretion, to revoke, suspend, or cancel BFL's Package and privileges (including refusal by the Tampa Bay Lightning to honor any playoff tickets, and refusal to issue any playoff tickets for upcoming games). The Lightning have no duty to mitigate damages incurred due such nonpayment. Any delay in enforcing any available rights under these Terms shall not constitute waiver of any such rights.

12. **Playoff Dress Code Policy.** The Tampa Bay Lightning reserve the right to enact a Playoff Dress Code Policy, at its sole election, in the event of an NHL playoff run. In the event the Tampa Bay Lightning enact such Playoff Dress Code Policy, BFL will be notified by email prior to the playoff game(s) to which the Playoff Dress Code Policy applies. BFL hereby agrees to abide by, and cause BFL's Guest(s) (defined below) to abide by, any such applicable Playoff Dress Code Policy.
13. **Force Majeure; League Preemption.** If any home game(s) at the Arena are not played due to circumstances beyond the Tampa Bay Lightning's control, including without limitation, a strike, lockout, labor dispute or other work stoppage (collectively a "Labor Disruption"), civil commotion, riots, insurrection, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, acts or threats of terrorism, sabotage, any law, rule, or legal requirement, any NHL Rule, governmental interventions or a change in governmental regulations or control, cancellation of games, quarantine restrictions, global health emergencies, pandemics, epidemics and/or actual or anticipated public health crisis', disruption by way of communicable diseases, inclement weather, fire or other casualty, construction delays or other construction related issues, inability to obtain or procure any material, services, insurance proceeds, or financing, technology failures, failure of electricity or other utilities, or through acts of God (collectively, a "Force Majeure Event"), then BFL will remain obligated to pay all sums due hereunder. The Tampa Bay Lightning will hold such funds as a credit on BFL's Account and apply such credit towards tickets after the conclusion of the Labor Disruption or after the resolution of the Force Majeure Event and may, in addition, offer one or more alternative remedies, in its sole discretion. "NHL Rules" means (i) the Constitution and Bylaws of, and other rules, regulations, resolutions, agreements and requirements of or issued by the National Hockey League ("NHL"), as they presently exist and as they may, from time to time, be entered into, created or amended; and (ii) any action taken by the NHL commissioner or any person having authority delegated by the NHL commissioner pursuant to any document, policy, rule, regulation, resolution or requirement referred to in clause (i) of this definition.

Notwithstanding anything to the contrary contained herein, BFL acknowledges and agrees that tickets being purchased hereunder are solely for NHL games presented by the Tampa Bay Lightning and played at the Arena and shall not include tickets, or the right to purchase tickets, to any other event or game, including, but not limited to, any NHL European Global Series Games, NHL China Games, NHL Winter Classic, NHL Heritage Classic, NHL Stadium Series, NHL All-Star or NHL Draft event ("League Special Event") held in the Tampa Bay Lightning's market or hosted by the NHL at the Arena or otherwise in which the Tampa Bay Lightning participates. The Lightning may (and often do) offer to sell or give you tickets to such events, but we are not required to do so. Further, BFL acknowledges and agrees that the Tampa Bay Lightning and/or NHL may cancel, postpone, reschedule or relocate games or events for any reason (e.g., move a regular-season game of the Tampa Bay Lightning from the Arena 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 BFL is not played or presented at the Arena due to Preemption, BFL’s sole recourse will be to receive one (1) of the following remedies: either (A) a pro rata credit for the value of the individual tickets for the game(s) not played at the Arena, as determined by the Tampa Bay Lightning and may vary by game (the “**Unplayed Ticket Value**”), (B) a subtraction of the Unplayed Ticket Value from the License Fee and adjustment of any remaining Payment Plan payments to reflect the new License Fee value, or (C) one or more alternative remedies in addition to one or both of those set forth above (each, a “**Remedy**”), such individual Remedy for each specific season ticket member to be selected by the Tampa Bay Lightning in its sole discretion.

In the event that any game or event for which tickets have been sold to BFL is not played or presented at the Arena for any reason, including, but not limited to, a Labor Disruption, Force Majeure Event, and/or Preemption, such event shall in no way be deemed, argued or construed to be a breach by the Tampa Bay Lightning of any terms, conditions, agreement or any other duties or obligations in connection with the sale and use of these tickets. BFL hereby waives and releases all claims it may have against the Tampa Bay Lightning and/or the NHL with respect to such game(s) or event(s) not played or presented at the Arena due to a Labor Disruption, Force Majeure Event, and/or Preemption.

**14. Breach.** “**Breach**” means a violation of any of these Terms, or a violation of any other terms, rules, or policies of the Tampa Bay Lightning, the NHL, or Arena, which may be amended from time to time. Breach includes, without limitation, (a) BFL’s failure to make payments of the License Fee as called for under any Payment Plan; (b) any other failure by BFL to timely remit payments due the Lightning; (c) BFL’s failure to perform any obligation required under these Terms or breach of any representation, warranty, or covenant under these Terms; (d) BFL’s violation of Ticket Resale Limitations; (e) BFL’s violation of BFL Account transfer limitations; (e) BFL or any of BFL’s guests, invitees, and any other person using a ticket granted under these Terms (“**Guest(s)**”) behaving in an unruly or disruptive manner at the Arena, as determined in the sole discretion of the Lightning; or (f) BFL files or has filed against BFL, a petition for reorganization, the appointment of a receiver, or any other arrangement under the Bankruptcy Code or similar type of proceeding.

BFL agrees that demand for Packages is variable and may depend on the current performance of the Tampa Bay Lightning, scheduling, and other factors. BFL also agrees it is impossible to determine at the time BFL agrees to these Terms, the damage and loss that the Tampa Bay Lightning would incur from BFL’s Breach. Therefore, without limiting any of the Tampa Bay Lightning’s rights under these Terms, in the event that the Tampa Bay Lightning do not receive a payment from BFL by the due date, and BFL has not cured such nonpayment within ten (10) days of written notice of nonpayment (email accepted) or Notice of Delinquency (described in Section 11 above), or in the event that BFL otherwise Breaches these Terms, the Tampa Bay Lightning reserve the right, in its sole discretion, to (1) revoke, suspend, or cancel BFL’s Package and privileges (including refusal by the Tampa Bay Lightning to honor any Package tickets, and refusal to issue any Package tickets for upcoming games or seasons); and (2) retain or receive as liquidated damages (i) any payments made by BFL prior to the revocation, suspension, or cancellation date, and (ii) payment in full of any unpaid License Fee due to be paid to the Lightning but for such revocation, suspension, or cancellation of BFL’s Package. The Tampa Bay Lightning shall have no duty to mitigate any damages incurred as a result of BFL’s Breach. Moreover, following any such revocation, suspension, or cancellation of BFL’s Package, the Tampa Bay Lightning may, at its sole discretion, reassign the Package rights to a third party without further obligation to BFL. The remedies provided herein are cumulative and not to the exclusion of any other rights or remedies that may be available to the Lightning, at law or in equity. BFL shall be responsible for all fees and costs (including, without limitation, attorneys’ and other professional’s fees) incurred by Lightning in connection with the enforcement of these Terms (including, without limitation, fees and costs incurred to collect any payments that are not made by BFL as and when due), whether or not litigation or dispute resolution is actually commenced.

**15. Access.** A valid ticket is required to enter the Arena to view a Lightning game. A valid ticket may include without limitation, a physical printed ticket, an electronic ticket delivered via Ticketmaster or such method of delivery as determined by the Lightning. No ticket holder will be permitted to enter the Arena if his or her ticket is lost, stolen, or otherwise misplaced. Each ticket allows access only to the seat listed on the ticket during the game or event listed on the ticket, and areas within the Arena the Lightning open to the holder of that ticket. Ticket holders are not entitled to access any other parts of the Arena. Tickets should be retained throughout the game to allow your seat location to be verified. Once you have entered the Arena, you will not be permitted to leave and re-enter.

**YOUR PERSON AND YOUR BELONGINGS MAY BE SEARCHED UPON ENTRY INTO THE ARENA. BY PRESENTING YOUR TICKET AND ENTERING THE ARENA, YOU AND EACH GUEST CONSENT TO SUCH SEARCHES AND WAIVE ANY AND ALL RELATED CLAIMS THAT YOU MIGHT HAVE AGAINST THE LIGHTNING, THE ARENA, THE NHL, ITS MEMBER CLUBS, ITS AFFILIATES, AND/OR ITS AGENTS. IF YOU ELECT NOT TO CONSENT TO THESE SEARCHES, YOU WILL BE DENIED ENTRY INTO THE ARENA.**

**16. Conduct.** You acknowledge that you are responsible for the behavior of anyone using your tickets. Accordingly, you and all Guests shall conduct yourselves appropriately at all times and comply with all applicable laws, Arena policies, and directions of governmental authorities and Lightning or Arena personnel. You and your Guest(s) agree to comply with all policies (including without limitation, health and safety policies), rules, and regulations established from time to time by the Lightning in their sole discretion. Further, you specifically agree to, and shall ensure that all Guests: (a) maintain proper decorum and appropriate, respectful behavior while using the tickets (which includes, without limitation, not creating a disturbance, not causing objects to be thrown from the seats at the ice, and not adversely affecting the health, safety, or welfare of the players, Arena/Lightning personnel, or other patrons or invitees at the Arena); (b) not bring into the Arena alcoholic beverages, any illegal drugs or other illegal substances, or weapons of any kind, and agree to comply with the Arena rules on bringing in outside food and beverages to any game or event; (c) not use the tickets for any illegal, improper, immoral, or objectionable purpose, or in any way which would obstruct or interfere with the normal enjoyment or rights of other seat holders or that would negatively impact the image of the Lightning; and (d) not film, record, or transmit from the Arena all or any portion of any game or event, or any description thereof, by any means, or permit any Guest to do so. If you or your Guest(s) violate any of these policies, rules, regulations, or directions, the Lightning have the absolute right to eject you and your Guest(s) and/or revoke, suspend, or cancel your Package and privileges, and otherwise invoke the remedies described in the "Breach" section. Foul, abusive, socially unacceptable language, and other behavior deemed to be unacceptable fan conduct will result in immediate ejection from the Arena, revocation, suspension, or cancellation of your Package and privileges, and possible arrest and further legal consequences.

You and each of your Guests agree to indemnify, defend, and hold harmless the Lightning, the Arena, the NHL, and each of their agents, employees, owners, partners, trustees, and related entities, from any and all claims, demands, liabilities and/or damages arising from your conduct or omissions and/or the conduct or omissions of your Guest(s) during any Lightning game or event. You shall not mar, deface, or otherwise damage the seat(s) associated with your tickets or any other Arena property. You shall be responsible for and shall reimburse the Lightning for any and all costs for repairs to damage of your seat(s) that is not the result of normal wear and tear.

**17. No Advertising.** Unless expressly agreed to in writing by the Lightning, the Package and tickets may not be used for advertising, promotions, or other commercial purposes, including without limitation contests, sweepstakes, and giveaways, or other trade or commercial purposes.

**18. Relocated Seats.** The Tampa Bay Lightning have the right to relocate BFL's seat(s) in the Tampa Bay Lightning's sole discretion (such BFL, a "**Displaced BFL**"). The Tampa Bay Lightning shall offer a Displaced BFL an option to relocate the impacted seats to another available location in the Arena (the "**Relocation Offer**"). Following receipt of a Relocation Offer from the Tampa Bay Lightning, the Displaced BFL shall have seven (7) calendar days to respond to the Tampa Bay Lightning with its election (either to accept the Relocation Offer or to reject the

Relocation Offer). In the event that the Displaced BFL accepts the Relocation Offer, the parties shall finalize the terms of such new seats. Displaced BFL shall be responsible for any additional cost associated with the new seats, or shall be entitled to a refund if the new seats are priced lower than BFL's prior seats, as applicable. In the event that the Displaced BFL rejects the Relocation Offer, the Tampa Bay Lightning shall, within thirty (30) calendar days of receipt of such rejection notice from the Displaced BFL, issue the Displaced BFL a full refund for the value of the unused tickets on the affected Package. BFL hereby agrees and acknowledges that its exclusive remedy in the case of a displacement as outlined in this Section shall be the Relocation Offer, and, as applicable, a refund of any monies paid by such Displaced BFL in connection with the displaced/eliminated seats. Notwithstanding anything to the contrary contained herein, the parties recognize that a variety of issues could result in an BFL being temporarily displaced, and the parties agree to collaboratively work together towards a mutually agreeable solution for such temporary displacement. In no event, however, shall any displacement entitle BFL to any refund (except as otherwise provided herein) or give rise to a claim of Breach or other legal action.

19. **Relocation Election.** The Tampa Bay Lightning may, in its sole discretion, elect to host a relocation election event online or at the Arena (the "**Relocation Election**"), which permits BFL to elect to relocate its seat location. Please note that during a Relocation Election, BFL's may not increase the number of seats. Any such changes are subject to availability. A Relocation Election is subject to these Terms and the terms and conditions imposed in any targeted formal communication from the Tampa Bay Lightning. BFL hereby acknowledges that the Tampa Bay Lightning, at its sole discretion, reserves the right to modify, alter, or otherwise cancel the Relocation Election program and/or to restrict the inventory available for any Relocation Election to suit the Tampa Bay Lightning's convenience and needs.
20. **Assumption of Risk; COVID-19 Warning; Waiver; Indemnity; Limitation of Liability.** By purchasing a Package and becoming an BFL, you voluntarily assume, and shall cause your Guests to assume, all risks and dangers incident to attending hockey games and all other events you are permitted to attend as a season ticket member, whether such risks and dangers occur before, during, or after the game or event. Such risks and dangers include, but are not limited to, the danger of being injured by pucks, sticks, equipment, thrown or launched t-shirts, beads, plush toys, and other objects, the novel coronavirus ("**COVID-19**") and any other communicable and/or infectious diseases, viruses, bacteria or illnesses or the causes thereof (collectively, "**Communicable Disease**"). By becoming an BFL and purchasing a Package, you acknowledge that you have read this paragraph and that you know, understand, and appreciate the risks associated with attending games or events at the Arena, including that you or your Guest(s) (including your child(ren)) may be exposed to or infected with COVID-19 and that such exposure may result in personal injury, illness, permanent disability and/or death. You acknowledge that, notwithstanding the foregoing, you are voluntarily attending such game or event at the Arena and in doing so you are assuming all inherent risk of doing so.

In consideration for being permitted to purchase a Package and become an BFL, you, on behalf of yourself, and your Guest(s) and on behalf of all respective heirs, successors and assigns of you and your Guest(s), hereby forever release, hold harmless, discharge and agree to indemnify (a) VSG Enterprises LLC, Tampa Bay Arena, LLC, Lightning Hockey LP, and the NHL; (b) each of their respective past, present, and future licensees, sponsors, and vendors, and all of their successors and assigns; (c) all other Lightning and NHL related entities; (d) Vinik Sports Group LLC, JV Hockey Ventures, LLC, Tampa Bay Sports and Entertainment, LLC, Lightning Hockey GP LLC, Lightning Foundation, Inc., TBSE Enterprises LLC, TBSE Esports, LLC, TB Sports Retail, LLC, Lightning High School Hockey League, Inc., Tampa Bay Entertainment Properties LLC, TBEP Hospitality HoldCo, LLC; TBEP Hospitality I, LLC, TBEP Hospitality I JV, LLC; TBEP Facilities, LLC, TBEP Media, LLC, TBEP Live, LLC, and TBEP Commercial Sales, LLC; (e) the City of Tampa, the County of Hillsborough and their various agencies, departments and subdivisions; (f) the ticket manufacturer or provider of the Package tickets; (g) the Arena and the owners and operators thereof, Benchmark International Group Holdings US LLC and all related affiliates and subsidiaries, and all local or state governmental bodies associated with the Arena; and (h) all past, present, and future parents, affiliates, successors, assigns, players, managers, coaches, employees, partners, members, directors, officers, owners, agents, representatives, and independent contractors of such entities (subsections (a) through (h), collectively, the "**Released Parties**"), from and against any and all losses or injuries including personal and/or property injury(ies), disabilities, deaths, illnesses, damages, claims, costs and expenses (including reasonable attorneys' fees, professionals' fees and

litigation expenses), judgments, executions, demands, actions or causes of action, or any other liabilities, either at law or in equity, whether known or unknown, asserted or unasserted, suspected or unsuspected (collectively, “**Losses**”), that may, directly or indirectly, arise from or in any way relate to (1) COVID-19 or any other Communicable Disease and (2) any act or omission, Breach of or default under these Terms, and/or violation of any applicable law, rule or regulation, by BFL or any of BFL’s Guests, agents, or affiliates (“**Released Claims**”), even if the Released Claims arise out of the ordinary negligence or carelessness, whether active or passive, of any of the Released Parties, or from any hidden, latent or obvious defects in any of the facilities used. You recognize and agree that this release and waiver of liability is a full general and final release and waiver of all Released Claims.

If you or your Guests bring a minor to a game or other event, you and/or your Guests shall be deemed (to the fullest extent allowable by law) to have given all of the foregoing grants of rights, releases, and waivers on behalf of such minor(s) as their parent or guardian or as the authorized agent of their parent or guardian. If you or your Guest(s) do not wish to or are not authorized to grant such rights, releases, and waivers on behalf of the accompanied minor(s), you and/or your Guest(s) should immediately leave the Arena or other event venue with the minor(s).

If any claim, demand, action, or proceeding is made or commenced by any third party (a “**Third Party Claim**”) against any Released Party that is entitled to be indemnified with respect to such Loss under this Section (the “**Indemnified Party**”), the Indemnified Party shall give BFL prompt notice thereof; provided, however, that the failure to give such notice shall not affect BFL’s liability. BFL shall have the obligation (unless Lightning elects otherwise) to assume the defense and resolution of the Third Party Claim with counsel satisfactory to Lightning in its reasonable discretion, provided that the Indemnified Party shall have the right to participate in the defense of the Third Party Claim at its own expense through counsel of its choice (control of the defense will remain with BFL); BFL shall not consent to the entry of any judgment or enter into any settlement in respect of the Third Party Claim without Indemnified Party’s prior written consent; and the Indemnified Party may undertake the defense of the Third Party Claim, at BFL’s expense, if BFL fails promptly to assume and diligently prosecute the defense.

**THE MAXIMUM LIABILITY OF THE LIGHTNING OR ANY OTHER RELEASED PARTY UNDER THESE TERMS SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY BFL FOR THE PACKAGE TO THE LIGHTNING FOR THE MOST RECENT SEASON.** Under no circumstance shall the Tampa Bay Lightning or any other Released Party be liable or responsible to BFL (or any of its agents or assigns) for any lost income lost profits, or indirect, special, liquidated, or consequential damages of any kind of BFL or any person or entity.

## **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 THE RELEASED PARTIES USE 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 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 ACCEPT THESE TERMS, AND LIGHTNING HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IN THE ACTIVITY IF YOU DO NOT ACCEPT THESE TERMS.**

**21. DISPUTE RESOLUTION; INDIVIDUAL ARBITRATION AGREEMENT AND CLASS ACTION WAIVER (“Arbitration Agreement”)**. In the event that any dispute, controversy, or claim whatsoever, including those relating in any way to any season tickets, your Package, Payments Plan, invoices, games, the Arena or venue, marketing efforts, promotions, or any of the Tampa Bay Lightning’s and BFL’s dealings with one another during any season (“Claims”), arises between the parties relating to these Terms, you acknowledge and agree you will first contact customer service to describe the problem and seek a resolution. You then agree to negotiate with the Lightning in good faith about your Claim. If the problem or Claim is not resolved within sixty (60) days then, except for Claims concerning the validity, scope or enforceability of this Arbitration Agreement, it shall be resolved and settled through BINDING INDIVIDUAL ARBITRATION administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules in Tampa, Florida, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The remedy for any Claim shall be limited to actual damages, and in no event shall any party be entitled to recover punitive, exemplary, consequential, or incidental damages or to have damages multiplied or otherwise increased, including attorneys’ fees or other such related costs of bringing a Claim, or to rescind these Terms or seek injunctive or any other equitable relief. BFL agrees that the rights and obligations of BFL and/or the Tampa Bay Lightning and/or any other party shall be resolved individually in separate proceedings, without resort to any form of class action. Any demand for arbitration must be filed within one (1) year of the time the cause of action occurred, or the cause of action shall be forever barred.

Notwithstanding any other provision of this Arbitration Agreement, if the foregoing class action waiver and prohibition against class arbitration is determined to be invalid or unenforceable, then this entire Arbitration Agreement shall be void. If any portion of this Arbitration Agreement other than the class action waiver and prohibition against class arbitration is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Arbitration Agreement. This Arbitration Agreement will survive the termination of any BFL Package and any related agreement, BFL’s fulfillment or default of BFL’s obligations under any Package or any related agreement, and/or BFL’s or the Tampa Bay Lightning’s bankruptcy or insolvency (to the extent permitted by applicable law).

**22. Automatic Payment Authorization (“APA”) for Scheduled Payments, Dishonored Check Fees, and Late Fees.** BFL hereby authorizes the Lightning (which, for purposes of this APA, includes our service providers, agents, affiliates, and assignees) to seek the payments in the amounts set forth in BFL’s Dues Notification (and each subsequent Dues Notification for each following season), or in any modified payment schedule to which BFL and the Lightning may agree, on or after each payment due date, less any partial prepayments or other credits, by, at our option, either: (a) initiating an electronic debit to the deposit account you provide and/or specified in your Account, or any subsequent or additional deposit account(s) you provide to the Lightning (your “**Deposit Account**”) (each electronic debit, an “**EFT**”); or (b) initiating a charge to the credit card you provide and/or specified in your Account, or later provided to the Lightning by you (your “**Card**”) (each charge, a “**Charge**”). If you have provided multiple payment cards or deposit accounts to us, and in the event a payment that we attempt to collect fails, you authorize us to attempt to collect such payment by initiating one or more payment attempts to any additional payment Cards or Deposit Accounts that you have provided to us. **If any Card or Deposit Account that you have previously provided to the Lightning changes or expires, you agree to promptly notify the Lightning of such change so that there is always at least one valid Card or Deposit Account on file.** If any payment subject to this APA is returned unpaid, you authorize us to reinitiate such payment up to two additional times (or any greater number of times permitted by applicable network rules). You agree that a reasonable service charge may be assessed on all declined transactions. You authorize the Lightning to separately initiate a Charge or EFT to your Card or Deposit Account for any service charge you are assessed. In the event that a Charge or EFT is not successful, you authorize the Lightning to reinitiate the Charge or EFT in accordance with applicable network rules. In the event that the Lightning incur any fee or expense associated with the collection of any outstanding balance from

BFL, BFL shall be liable for all such fees or expenses (including, without limitation, attorneys' fees, court costs, and collection agency fees) incurred by the Lightning, to the extent permitted by applicable law.

- a. **Authorization to Correct Errors and Modify Payments.** In the event of an error in processing a Charge or EFT, you authorize the Lightning to initiate a credit or debit to the Card or to the Deposit Account to correct the error. If you inadvertently transpose a digit or make a similar error in providing the Lightning with information about a payment method, you authorize the Lightning to correct the error after verifying the information with you. Instead of or in addition to any payments described above, you authorize the Lightning to create or initiate an EFT to the Deposit Account or Charge the Card for any amount and on any date that you subsequently confirm by phone, text message, or email. If the Installment Amount that you owe to us includes fractional cents, you authorize the Lightning to round the amounts up or down to the nearest penny and to make up any rounding overage or shortfall by adjusting the last payment.
- b. **Bank-Imposed Fees.** You understand that your financial institution may charge you a fee in addition to any service charge you may owe us if any payment authorized above is dishonored or returned unpaid, and you agree that we will have no liability regarding any such fees.
- c. **Revoking this Authorization.** You may revoke this APA by notifying us orally or in writing (provided that you must provide written confirmation of an oral cancellation within 14 days). It may take a reasonable timeframe (typically three (3) business days) for the change to take effect. Should you revoke this APA without paying the entirety of the License Fee, you will still be responsible for paying any amounts you owe under the applicable Dues Notification and your future rights under these Terms will terminate as of the date of revocation. Written notices must be sent to Membership Services, Attn: BFL Payment Plan Cancellations, 401 Channelside Drive, Tampa, FL 33602.
- d. **Miscellaneous.** You understand that a Charge or EFT may not immediately post to the Card or the Deposit Account. If a Charge or EFT declines for any reason, you agree that you will be responsible for paying any and all remaining balances as well as any declined transaction fee immediately. You certify that you are an authorized signor on the Deposit Account or an authorized user of the Card. Each Charge to the Card will be processed in U.S. Dollars and, if a Charge is converted into another currency, its amount may vary based on fluctuations in the applicable conversion rate. You understand that if you are submitting a card payment, only Visa, MasterCard, Discover and American Express cards are accepted.

You acknowledge and agree that, other than as expressly required by law, no further authorization shall be required for the collection of any payments under these Terms. **These Terms are BFL's copy and constitute BFL's preauthorization for the Lightning to initiate a Charge or EFT to BFL's Card or Deposit Account in accordance with the terms herein.**

23. **E-Sign Consent.** BFL acknowledges and agrees that by accepting the above recurring payment terms and conditions, BFL consents to receive a copy of the authorization, all required disclosures, and any future notices in electronic form only instead of receiving a paper copy. BFL's consent extends to the authorization, all required disclosures, and to all future notices from the Lightning. If BFL wishes to obtain a paper copy of BFL's recurring payment authorization, any required disclosures, or any future notice, BFL may do so by printing the electronic copy or by emailing [memberships@vinikssportsgroup.com](mailto:memberships@vinikssportsgroup.com). A reasonable fee may be charged for paper copies. BFL may, in writing, withdraw BFL's consent to the receipt of electronic notices and disclosures at any time. Please be aware, however, that withdrawal of consent may result in the termination of BFL's access to our electronic services and BFL's ability to use certain products. To withdraw BFL's consent, BFL may email the request to [memberships@vinikssportsgroup.com](mailto:memberships@vinikssportsgroup.com). BFL must promptly notify the Lightning of any change in BFL's email or other electronic address. BFL may change the email address on record for BFL's Ticketmaster.com account. If BFL has given the Lightning another type of electronic address, such as an electronic address or mobile phone number for SMS text messages, BFL may change that address by emailing such change to [memberships@vinikssportsgroup.com](mailto:memberships@vinikssportsgroup.com). To receive electronic notices, disclosures, and records, BFL must have access to: a current version of an Internet browser the Lightning support, a connection to the Internet, a

current version of a program that accurately reads and displays PDF files (such as Adobe Acrobat Reader), and a computer/mobile devices and an operating system capable of supporting all of the above. BFL will also need access to a printer if BFL wishes to print out and retain records on paper, and electronic storage if BFL wish to retain records in electronic form.

**24. Use of Image; Publicity Release.** BFL and BFL's Guest(s) grant to the Tampa Bay Lightning, the NHL, each of their respective current and future related entities, affiliates, assigns, agents, sponsors, designees, and licensees the unrestricted right and permission to record, film, videotape and photograph BFL and BFL's Guest(s), including any minor accompanying BFL or BFL's Guest(s) (collectively, the "**Images**"). These Images will be owned by the Tampa Bay Lightning. The Tampa Bay Lightning, the NHL, and each of their designees shall have the right to use, re-use, reproduce, publish, display, exhibit, distribute, edit, adapt, post, stream, copy, and exploit such Images, and all elements embodied therein, including any names, images, likenesses, voice, conversation, comments, biographical information, and any other attributes of BFL or BFL's Guest(s), including any minor accompanying BFL or BFL's Guest(s), individually or with others, in whole or in part, in conjunction with other material, if any, in any and all media now known or hereafter devised, for all purposes including, but not limited to, trade, advertising, publicity, promotion, or any other lawful purpose whatsoever, in perpetuity, throughout the world, without additional compensation, consideration, notification or permission, of BFL or BFL's Guest(s), including any minor accompanying BFL or BFL's Guest(s), except where prohibited by applicable law. 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.

**25. Communications.** BFL authorizes the Tampa Bay Lightning and its affiliates, agents, representatives, assigns, and service providers (collectively, the "**Messaging Parties**") to contact BFL using automatic dialing systems, artificial or prerecorded voice messages, text messaging systems, email, or any similar methods then in use and automated email systems in order to provide you with information about the Tampa Bay Lightning, the Arena, these Terms, your Account, your Package, and related benefits, including information about payments, games, other events, and/or offers from the Tampa Bay Lightning and/or the Arena. BFL authorizes the Messaging Parties to make such contacts using any telephone numbers (including wireless and VOIP numbers) or email addresses BFL has supplied to the Messaging Parties in connection with these Terms, your Package, your Account, or any other matter. BFL understands that anyone with access to BFL's telephone or email account may listen to or read the messages the Messaging Parties leave or send BFL, and BFL agrees that the Messaging Parties have no liability for anyone accessing such messages. BFL further understands that, when BFL receives a telephone call, text message or email, BFL may incur a charge from the company that provides you with telecommunications, wireless and/or Internet services, and BFL agrees that the Messaging Parties will have no liability for such charges. BFL expressly authorizes the Messaging Parties to monitor and record BFL's calls with the Messaging Parties. BFL agrees that, unless BFL withdraws consent as explained below, the authorizations BFL provides in this section shall survive the termination of these Terms.

At any time, BFL may withdraw consent to receive text messages and calls to BFL's cell phone or to receive artificial or prerecorded voice message system calls, for example, by calling Membership Services at (813) 301-6800, writing to: Membership Services, Attn: BFL Marketing Opt-Outs, 401 Channelside Drive, Tampa, FL 33602, or in person at the Arena box office. To stop text messages, BFL can reply "STOP" to any text messages the Messaging Parties send BFL. To stop emails, follow the opt-out instructions included at the bottom of the Messaging Parties' emails. BFLs who opt out of marketing emails will still receive operational emails relating to important announcements about your Package and Account, such as event/game updates, critical system alerts, and account/policy updates.

**26. BFL Representations and Warranties.** BFL hereby represents and warrants as follows: (a) BFL has read and understands these Terms; (b) BFL is not entering into these Terms or purchasing any Package or ticket(s) hereunder as an investment and has no expectation of deriving any economic profit as a result therefrom; (c) BFL is purchasing the Package and all tickets for its own use and not with a view to distribute such tickets to others; (d) BFL has full power and legal authority to enter into and perform these Terms in accordance herewith; (e) it has been recommended that BFL consult with independent legal counsel regarding these Terms and has either done

so or affirmatively elected not to do so; and (f) these Terms have been duly accepted by BFL and constitute a legal, valid and binding obligation of BFL enforceable in accordance with its terms.

## **27. Miscellaneous.**

- a. **Choice of Law.** These Terms will be construed and enforced in accordance with all applicable federal laws and the laws of the state of Florida without regard to any other applicable principles of conflict of laws.
- b. **Waiver.** Neither the failure nor any delay of the Tampa Bay Lightning to exercise any right under these Terms operates as a waiver, nor will any single or partial exercise of any right preclude any other or further exercise of the same or of any right, nor will any waiver of any right with respect to any occurrence be construed as a waiver of such right with respect to any other occurrence. No waiver is effective unless it is in writing and is signed by the party asserted to have granted such waiver.
- c. **Notices.** All notices, demands and other communications between the parties required or appropriate hereunder shall be in writing and shall be deemed sufficient upon delivery personally or by electronic mail, express/overnight delivery service, or certified mail (return receipt), and sent to, 401 Channelside Drive, Tampa, FL 33602 Attn: Membership Services, [membershipservices@viniksportsgroup.com](mailto:membershipservices@viniksportsgroup.com), with copy to: Legal Department, [Legal@viniksportsgroup.com](mailto:Legal@viniksportsgroup.com) if to Lightning, and to the last known address or electronic mail address (whichever may be applicable) if to BFL.
- d. **Assignment.** Except as expressly provided in these Terms, BFL may not assign or transfer any of BFL's rights and obligations, in whole or in part, under these Terms without the express written consent of the Lightning, which may be withheld for any or no reason. The Lightning may assign these Terms and any of the rights granted herein in their sole discretion. To the extent permitted under these Terms, each party's obligations hereunder shall be binding on the assigns and successors of such party and shall inure to the benefit of the assigns and successors of such party.
- e. **Enforcement.** BFL acknowledges (i) that the Lightning plan to fully enforce its rights under these Terms, which may be inconsistent with or different from past policies and practices; and (ii) that in purchasing a Package and becoming an BFL, BFL has not relied upon any prior policies or practices of the Lightning related to enforcement for non-payment or otherwise.
- f. **Attorneys' Fees.** In the event of a dispute between BFL and the Tampa Bay Lightning, 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, including any appellate proceedings.
- g. **Severability.** If any provision of these Terms is determined to be invalid or unenforceable, such provision will be amended to the minimum extent necessary to make such provision enforceable and the remainder of these Terms will not be affected but will continue to be valid and enforceable to the fullest extent permitted by law.
- h. **Other Terms.** In addition to these Terms, BFL is subject to other terms, including, without limitation, the rules and policies of Benchmark International Arena (available at <https://www.benchmarkintlarena.com/guest-services/policies>), including without limitation the Arena's Face Covering Policy (available at <https://www.benchmarkintlarena.com/plan-your-visit/facecoveringpolicy>) which will be strictly enforced, and the Gameday/Event Ticket Terms and Conditions (linked at [https://media.d3.nhle.com/image/private/t\\_document/prd/diilqf5kmimgfflywhsz.pdf](https://media.d3.nhle.com/image/private/t_document/prd/diilqf5kmimgfflywhsz.pdf)), which may be amended from time to time without notice. It is BFL's responsibility to check these sites for current terms. In the event any provision of these Terms conflicts with any of the provisions contained in any other Lightning or Arena rules, terms, or policies, these Terms shall control. Additionally, please read the full Ticketmaster Terms of Use [governing your use of the Account Manager website](#) and [governing your use](#)

of [Live Nation and Ticketmaster's sites and mobile applications](#), which apply to all Lightning game tickets. BFL further agrees that BFL's personal information may be used by the Lightning and their designees in accordance with the Lightning's privacy policy at <https://www.vinikssportsgroup.com/privacy-policy>, which is hereby incorporated by reference.

- i. **Taxes; Fees.** BFL shall either pay directly or reimburse Lightning on demand for any facility, sales, privilege, use, admission, amusement, entertainment, occupancy, personal property or other taxes, surcharges or fees (other than Lightning's income taxes) that may be imposed with respect to or on an account of the Package, the license or use of the seats and/or provision of tickets, passes and other benefits hereunder.
- j. **Subordination.** These Terms and the rights and interests of BFL hereunder shall be subordinate and subject to Lightning's right to use the Arena pursuant to its lease with Hillsborough County and Tampa Sport Authority, as such lease may be amended or otherwise modified from time to time. These Terms and the Lightning's obligations hereunder are subject to the rules and regulations (including Constitution and by-laws and all other rules, directives, requirements, Board resolutions and regulations) of, and requests and conditions imposed by the NHL (collectively the "**NHL Rules**") as they may be amended from time to time. Notwithstanding any other provision of these Terms to the contrary, these Terms shall in all respects be subject to and subordinate to: (i) the NHL Constitution; (ii) the NHL By-Laws; (iii) all other rules, regulations and policies of the NHL and the resolutions of its Board of Governors; (iv) any collective bargaining agreement between the NHL and/or its member clubs and other parties; (v) all agreements, consent decrees and settlement agreements entered into, between or among the NHL and its member clubs or the NHL, NHL member clubs and/or other persons in furtherance of NHL business or interests or as otherwise authorized directly or indirectly by the NHL Board of Governors, the NHL Commissioner, or the NHL Constitution, all as the same may now exist or hereafter be amended or enacted or as they may be interpreted by the Commissioner.
- k. **Survival.** Sections 6 (Fees; Payment Plans); 13 (Force Majeure; League Preemption); 14 (Breach); 16 (Conduct); 20 (Assumption of Risk; COVID-19 Warning; Waiver; Indemnity; Limitation of Liability); 21 (Dispute Resolution; Individual Arbitration Agreement and Class Action Waiver); 22 (Automatic Payment Authorization for Scheduled Payments, Dishonored Check Fees and Late Fees); 23 E-Sign Consent; 24 (Use of Image; Publicity Release); 25 (Communications); 26 (BFL Representations and Warranties); and 27 (Miscellaneous) shall survive termination or expiration of these Terms.