

## THE TAMPA BAY LIGHTNING AMALIE ARENA

### TICKET TERMS & CONDITIONS

#### IMPORTANT: THIS TICKET IS A REVOCABLE LICENSE

#### HOLDER (DEFINED BELOW) ACCEPTS RISK OF INJURY, NO RE-ENTRY UPON EXIT

#### THIS TICKET LIMITS HOLDER'S LEGAL RIGHTS

#### NOTICE TO A MINOR CHILD'S NATURAL GUARDIAN

READ THIS AGREEMENT (DEFINED BELOW) COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF RELEASED PARTIES (DEFINED BELOW) USE REASONABLE CARE IN PROVIDING THE EVENT (DEFINED BELOW), THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY ATTENDING THE EVENT BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE EVENT WHICH CANNOT BE AVOIDED OR ELIMINATED. BY ENTERING THE ARENA (DEFINED BELOW) YOU ARE ACCEPTING THE TERMS AND CONDITIONS OF THIS AGREEMENT AND 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 EVENT. YOU HAVE THE RIGHT TO REFUSE THE TERMS AND CONDITIONS OF THIS AGREEMENT BY NOT PERMITTING YOUR CHILD ENTRY TO THE ARENA.

1. By purchasing and/or using this ticket ("Ticket"), ticket holder, on his/her own behalf and on behalf of any minor accompanying ticket holder to the Event (defined below) ("Minor") (collectively, the "Holder") agrees to the following terms and conditions (the "Agreement") which contains a **MANDATORY ARBITRATION AGREEMENT AND A CLASS ACTION AND JURY TRIAL WAIVER, AND CHOICE OF LAW. PLEASE REVIEW SECTIONS 18-20 OF [HTTPS://WWW.NHL.COM/INFO/TERMS-OF-SERVICE](https://www.nhl.com/info/terms-of-service) (SUCH SECTIONS, THE "NHL DISPUTE TERMS"). PLEASE READ THESE TICKET T&Cs AND THE NHL DISPUTE TERMS CAREFULLY AS THEY MAY SIGNIFICANTLY AFFECT HOLDER'S LEGAL RIGHTS INCLUDING HOLDER'S RIGHT TO FILE A LAWSUIT IN COURT. IN ARBITRATION THERE IS NO JUDGE OR JURY AND THERE IS LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT.** ANY TERM NOT DEFINED IN THESE TICKET T&Cs SHALL HAVE ITS MEANING AS SET FORTH IN THE NHL DISPUTE TERMS. Vinik Sports Group LLC ("VSG" or "Lightning") may change the terms of the Agreement at any time, without notice, and Holder's use of this ticket after such change is posted will mean that Holder accepts such change(s). Holder is solely responsible for reading and understanding the Agreement before using the ticket(s). For full and most up to date terms of this Agreement, visit <https://www.nhl.com/lightning/arena/terms-and-conditions> as terms may be changed at any time without prior notice.

Except as otherwise specifically provided for herein, this Agreement shall be governed by and construed in accordance with Florida law, without giving effect to conflict of laws principles.

2. Holder agrees that: (a) Holder will not transmit or aid in transmitting any information about the Event to which this ticket grants admission or any entertainment, attractions, warm-ups, practices, pre-Event, post-Event or during-Event activities, promotions or competitions offered in connection with the Event (collectively, the "Event"), including, but not limited to, any account, description, picture, video, audio, reproduction, or other information concerning the Event (collectively, the "Event Information"); (b) the

Lightning are the exclusive owners of all copyrights and other proprietary rights in the Event and the Event Information; and (c) the Lightning, the National Hockey League (the "League"), the NHL member clubs, NHL Enterprises, L.P. ("NHL"), NHL Enterprises Canada, L.P., NHL Enterprises B.V., NHL Interactive CyberEnterprises, LLC, NHL Network US, L.P., NHL Network US, Inc., National Hockey League Enterprises Canada, Inc., NHL Enterprises, Inc., 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 Entities") and certain current and future sponsors and licensees of the NHL Entities will have unrestricted right and license to use Holder's image, likeness, name, voice, comments and/or other proprietary or public rights in any live or recorded broadcast, telecast, photograph, video, audio, audiovisual and/or other recording taken in connection with the Event or other transmission, distribution, public performance, or reproduction in whole or in part of the Event, for all purposes, worldwide, in perpetuity, and in any and all media now or hereafter known, without compensation. The rights granted herein to the NHL Entities are assignable. Holder is subject to all rules and policies relating to the Event, this ticket and the Arena which are posted at <https://www.amaliearena.com/arena-info/policies>.

3. Holder (i) consents to allowing the Lightning to inspect Holder's person and or any bags, clothing, or other articles for security purposes, whether by walk-through metal detection, handheld metal detection, bag checks or otherwise, and (ii) acknowledges and agrees that Holder may be denied entry to or ejected from the Event and/or the Arena if Holder is in possession of any item or object that the Lightning consider potentially dangerous, hazardous, inappropriate and/or injurious to other patrons, and any prohibited items may be confiscated. Holder consents to security searches and/or screening of Holder and waives any claims that Holder might have against any of the "Released Parties" (defined below). Holder acknowledges that the NHL Entities, including without limitation the Lightning, have no liability for Holder's person or property.

4. Unless otherwise noted, no person over 24 months may enter the facility without a ticket. Any person under 24 months of age attending an event with a Holder is considered an extension of the Holder, and therefore would occupy the same seat as the Holder and would be subject to the same policies and procedures as the Holder. By using the ticket, the Holder, on his/her own behalf and on behalf of any Minor accompanying Holder to the game, is hereby deemed to have given all grants of rights, releases and waivers on behalf of any Minor as their parent, guardian or authorized agent have given. If a Holder does not wish to or is not authorized to grant such rights, releases and waivers on behalf of any Minor, Holder should not permit such Minor to enter the Arena. No refund or remedy will be provided if Holder cannot attend the event. Holder may be relocated, without refund or remedy, if Holder is relocated to a seat with a comparable value as determined in management's sole discretion.

5. The Lightning reserve the right to terminate the license granted by the ticket(s) by tendering to Holder the purchase price printed on the ticket(s). Further, the Lightning reserve the right, without refund of any portion of the purchase price, to revoke the license granted by the ticket(s) and refuse admission or eject any person (a) who violates the terms of this Agreement; (b) who appears to be or is intoxicated; (c) whose conduct is deemed by the Lightning to be improper, disorderly or unbecoming; or (d) who uses vulgar or abusive language.

**ENTERING THE PLAYING SURFACE, DISRUPTING AN EVENT AND/OR ATTEMPTING ANY PHYSICAL CONTACT WITH AN EVENT PARTICIPANT IS A CRIME PUNISHABLE BY FINE AND/OR IMPRISONMENT.**

**VIOLATORS MAY BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW. SMOKING & TOBACCO USE (INCLUDING USE OF CIGARETTES, E-CIGARETTES, CHEWING TOBACCO, VAPING DEVICES, AND PIPES) ARE PROHIBITED INSIDE THE ARENA. CIGAR SMOKING IS PROHIBITED EXCEPT WITHIN THE ARENA'S DESIGNATED CIGAR LOUNGE, SUBJECT TO CHANGE BY VSG AT ANY TIME.**

**ALL EVENT TIMES ARE SUBJECT TO CHANGE. THE NHL ENTITIES, INCLUDING THE LIGHTNING, ARE NOT RESPONSIBLE FOR LOST, STOLEN, DESTROYED, ALTERED, COUNTERFEIT, OR DUPLICATED TICKETS. RESALE OF TICKETS IS PROHIBITED, EXCEPT THROUGH AUTHORIZED FAN-TO-FAN TICKET MARKETPLACES AND/OR IN ACCORDANCE WITH APPLICABLE LAWS.**

6. Holder, on Holder's behalf and on behalf of any other any person accompanying Holder to the Event for whom Holder retains a ticket to attend the Event with Holder (each of whom Holder represents have authorized Holder to act on their behalf in accepting the applicable ticket terms) ("Accompanying Party"), agrees to comply with all terms and conditions presented at the time of purchase not specifically enumerated herein, including without limitation (1) terms that mandate or prescribe the quantity of tickets available to be purchased, (2) additional requirements regarding any Accompanying Party, and (3) terms regarding the resale or transfer of tickets.

7. Holder assumes all risk associated with the purchase of the ticket(s) from anyone other than the Lightning, authorized Arena personnel or their designated agents. The ticket(s) may not be used for advertising, promotion (including contests and sweepstakes), or other trade or commercial purposes, without the express written consent of the Lightning. Any non-editorial or commercial use of any League mark or NHL member club mark is prohibited without prior written approval of the appropriate NHL or NHL member club, as applicable. Any unauthorized transmission, picture or other depiction or description of the Event, including, any game action, game information or other Arena activity is prohibited without prior written approval of NHL. No offer to resell or resale of the ticket(s) is permitted to the extent prohibited by any applicable federal, state or local law or regulation. Any resale referenced above will invalidate the license granted by the ticket(s). The ticket(s) may not be resold or offered for resale within the interior premises or on the exterior premises of the arena at which the Event is to be held or surrounding areas, including parking lots (such interior and exterior premises and surrounding areas, including parking lots, being collectively referred to herein as the "Arena"), and any person who sells or offers the ticket(s) for resale at any price at the Arena will be removed from the Arena premises and may be prosecuted.

This ticket is valid only for the date and time specified on the ticket-face, except as otherwise approved by the Lightning.

The Holder should retain possession of this ticket until the Event has been held. This ticket cannot be replaced if lost, stolen or destroyed.

This ticket is good only for this Event and no part of the purchase price will be refunded by reason of the failure of the Holder to use it for this Event.

A. Should the Event not be played or otherwise completed, this ticket will admit the Holder on the date or dates on which such Event is rescheduled or resumed, as may be announced in the sole discretion of the Lightning. No part of the purchase price will be refunded by reason of the failure of the Holder to use this ticket on such rescheduled or resumed date or dates.

B. Should the Event not progress to or beyond a point of play constituting an official hockey game pursuant to applicable NHL rules and regulations (a "Regulation Event"), the Lightning will determine in their sole discretion whether any refunds will be issued, or other accommodations made, and will notify ticketholders accordingly. Should the Event progress to or beyond a point of play constituting a Regulation Event, no refunds will be issued.

Notwithstanding anything to the contrary in this Agreement, the refund language detailed in Section 7.A and 7.B above applies to Lightning Events at the Arena. Non-Lightning Events held at the Arena (concerts, shows, competitions, etc.) may be subject to different refund policies, as determined by the organizer, owner, promoter, etc. of such Event. For complete refund information for non-Lightning Events, Holder should contact the organizer, owner, promoter, etc. of such Events, as applicable.

#### ASSUMPTION OF RISK RELATED TO PERSONAL INJURY AND/OR PROPERTY DAMAGE

8. Warning! Despite enhanced spectator shielding measures, pucks, sticks, equipment, promotional items, or other Event related items may fly into the spectator area. serious injury can occur. Stay alert at all times including during warm-ups and after play or performance stops. If struck, immediately ask an usher for directions to the nearest first-aid station. **Holder, on behalf of holder and any person accompanying Holder, including minor(s), voluntarily assumes all risks of property loss and personal injury (including death), illness, and all other hazards related to the Event and attending the Arena for which a ticket is issued, whether occurring prior to, during, or after the Event, including specifically but not exclusively, the danger of injury by pucks, sticks, and other equipment, by spectators, players, or entertainers, or by thrown objects, as well as effects related to the novel coronavirus, COVID-19, which has been declared a worldwide pandemic by the World Health Organization, is extremely contagious, and is believed to be spread mainly from person-to-person contact and the risk of which cannot be eliminated by precautions.** Holder agrees that (a) Vinik Sports Group LLC, (b) VSG Enterprises, LLC, (c) Tampa Bay Arena, LLC, (d) Tampa Bay Sports and Entertainment, LLC, (e) Tampa Bay Entertainment Properties, LLC, (f) Lightning Hockey LP, (g) Tampa Bay Sports Retail, LLC, (h) Amalie Arena and the owners and operators thereof and all local or state governmental bodies associated with Amalie Arena, (i) the Tampa Bay Lightning, (j) Lightning Hockey LP, (k) Delaware North - Sportservice Florida, (l) the City of Tampa, (m) the County of Hillsborough, and their respective various agencies, departments and subdivisions, (n) the ticket manufacturer and/or provider, (o) the NHL Entities, (p) the National Hockey League Players Association (including current and former players), and each of their past, present, and future affiliates, parents, successors, agencies, departments, assigns, players, coaches, employees, partners, shareholders, members, owners, governors, trustees, directors, officers, managers, agents, representatives, and independent contractors (the parties described in subsections (a) through (p) of this paragraph being collectively referred to herein as the "Released Parties"), shall not be responsible for any personal injury (including death), property damage, or other loss suffered as a result of Holder's: (x) participation in, attendance at, and/or observation of the Event and/or (y) the negligence of any of the Released Parties (collectively, the "Released Claims"). Holder hereby releases, forever discharges, and covenants not to sue the Released Parties from and against any and all Released Claims and/or any other claims which Holder has or may have for invasion of privacy, defamation, violation of any right of publicity, right of privacy or any other cause of action arising out of the production, reproduction, distribution, transmission, publication, public performance, broadcast or exhibition of advertisements, promotions, content, programs and/or materials in which recordings or photographs of Holder from the Event appear.

9. Holder shall review carefully, and abide by, the policies of VSG, the Arena, and the NHL Entities, including without limitation the Fan Code of Conduct, the Fan Guide for the Event, and any Arena policies, protocols, or procedures VSG, the Arena, and the NHL Entities may require compliance with or verification of prior to or as a condition of admission to the Arena, including those intended to prevent and/or control the spread of COVID-19 through personal precautions, social distancing measures, contact tracing, and/or proof of testing negative, or proof of vaccination, as applicable. The NHL Entities, VSG, and Arena reserve the right to refuse admission or eject any person that fails to abide by any policies. The NHL Entities, VSG, and Arena reserve the right to modify any 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.

**BY ATTENDING AND/OR PARTICIPATING IN THE EVENT, HOLDER, IS DEEMED TO HAVE GIVEN A FULL RELEASE OF LIABILITY TO THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.**

**HOLDER IS HEREBY DEEMED TO HAVE GIVEN ALL OF THE FOREGOING GRANTS OF RIGHTS, RELEASES AND WAIVERS ON BEHALF OF ANY MINOR AS THEIR PARENT, GUARDIAN OR AUTHORIZED AGENT OF THEIR PARENT OR GUARDIAN. IF HOLDER DOES NOT WISH TO OR IS NOT AUTHORIZED TO GRANT SUCH RIGHTS, RELEASES AND WAIVERS ON BEHALF OF ANY MINOR, HOLDER SHOULD NOT PERMIT SUCH MINOR TO ENTER THE ARENA.**

SUMMARY OF DISPUTE RESOLUTION PROVISION (ARBITRATION AGREEMENT; CLASS ACTION AND JURY TRIAL WAIVERS; CHOICE OF LAW).

Before initiating an arbitration proceeding, Holder or the NHL Entities, as applicable, must give the other party notice of the dispute by providing a written “**Notice of Dispute**” that is personally signed by the party initiating the Notice of Dispute (or its authorized representative). The Notice of Dispute must contain the following information: (1) name, contact information (address, telephone number, and email address), and account information, if applicable; (2) a detailed description of the nature and basis of the dispute; and (3) a detailed description of the nature and basis of the relief sought, including a calculation for it. Holder must send any such Notice of Dispute to the NHL Entities by email to ADR@NHL.com. The NHL Entities must send any such notice to Holder and the NHL Entities agree to make a good faith effort to resolve the dispute for at least 60 days following receipt of the Notice of Dispute. If the parties cannot resolve the dispute within that period, it shall be resolved by binding individual arbitration administered by the American Arbitration Association (“**AAA**”) and heard by a single arbitrator. The AAA’s applicable rules including the supplementary rules will govern except as specifically modified by the NHL Dispute Terms or as otherwise agreed by the parties. All issues are for the arbitrator to decide except the following, which are for a court of competent jurisdiction to decide: (1) issues that are specifically reserved for a court and (2) issues related to the scope and enforceability of the arbitration provisions.

Holder and the NHL Entities agree that, except to the extent prohibited by applicable law (which may include the province of Quebec), each party may bring claims (whether in court or in arbitration) against the other party only in an individual capacity, and not participate as a plaintiff, claimant, or class member in any class, collective, consolidated, private attorney general, or representative proceeding; (2) waives any right to a jury trial; (3) agrees the state and federal courts located in New York County, New York shall have exclusive jurisdiction over any disputes (except for disputes brought in small claims court) that are not subject to arbitration or over any action involving the applicability or enforceability of any provisions of this Agreement (including the arbitration provisions and Class Action Waiver) to the extent enforceable;

and (4) acknowledges there are additional procedures for “multiple case filings.” Holder and the NHL Entities waive any objections as to personal jurisdiction or as to the laying of venue in the state and federal courts located in New York County, New York, as applicable, due to inconvenient forum or any other basis to seek transfer or change venue of such action to another court.

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