

**NASHVILLE PREDATORS ‘SMASHVILLE LOYAL’  
SEASON TICKET SERVICES TERMS AND CONDITIONS**

The following terms and conditions (“**Terms and Conditions**”) govern annual season ticket plans for Nashville Predators home games played at the arena currently known as Bridgestone Arena. These Terms and Conditions, together with the Account (defined below) will be collectively referred to as the “**Agreement**.” Subject to the Agreement, the Nashville Hockey Club, LP (“**Nashville Predators**” or “**Club**”) agrees to sell game tickets to the individual or entity listed as the Account holder (“**Member**”) and Member agrees to purchase such applicable tickets as further described herein. This revocable ticket license and associated rights granted in connection with Member’s Account are subject to the Terms and Conditions at all times. The following will be collectively defined as Member’s “**Account**”: (i) the applicable Nashville Predators ticket account number; (ii) the annual ticket package rate, service charges and other fees (collectively, “**License Fee**”) and payment plan associated with such account number; (iii) the seats and ticket plan associated with such account number; (iv) any NHL Stanley Cup Playoff tickets if applicable; and (v) any invoices, payment and order form(s) agreed to by Member, whether electronically, in writing or otherwise. The term of this Agreement shall commence the date Member activates its Account and conclude on the date such Membership (defined below) expires and/or terminates in accordance with the terms herein (“**Term**”). As used in this Agreement, “**Membership Year**” shall mean each period commencing on March 15 and ending on the following March 14 during the Term. Each Membership Year includes Member’s home game tickets for the NHL preseason (if applicable) and the NHL regular season running October through April. Member agrees that all sales are final. Member acknowledges and accepts that Member cannot assign any of its interest in the tickets or services herein without the prior written consent of a duly authorized representative of the Nashville Predators. Member must be eighteen (18) years of age to be the Account holder. The name associated with Member’s Account may not be changed, except solely as follows: a legal name change, a change in marital status and name, or a legal change in business name. All requests for Membership account information changes must be made in writing. Business ticket Accounts may be maintained in the company’s name, however, one (1) contact person must be named who has the authority to act on the company’s behalf. Changes to a business ticket Account’s contact person must be made in writing on the company’s letterhead and signed by an authorized officer of the company.

The Nashville Predators reserve the right, in its sole discretion, to amend, update, and/or modify its policies, prices, procedures, and these Terms and Conditions related to the tickets and/or Membership (defined below) herein at any time, which may be communicated by email or displayed on the Nashville Predators official website or other means as determined by the Nashville Predators. Use of any ticket in Member’s Account after the Nashville Predators send such an update notice shall constitute Member’s acceptance of the updated version of these Terms and Conditions.

**I. MEMBERSHIP AUTO-RENEWAL**

**MEMBER ACKNOWLEDGES AND AGREES THAT MEMBER’S ‘SMASHVILLE LOYAL’ ANNUAL SEASON TICKET MEMBERSHIP (“MEMBERSHIP”) WILL AUTOMATICALLY RENEW EACH SUCCESSIVE YEAR, UNLESS MEMBER PROVIDES WRITTEN NOTICE OF CANCELLATION TO THE NASHVILLE PREDATORS ON OR BEFORE THE OPT-OUT WINDOW DEFINED BELOW OR IF THIS AGREEMENT IS TERMINATED BY THE NASHVILLE PREDATORS.** Prior to an auto-renewal becoming effective, Member understands that Member will be presented with a thirty (30) day membership opt-out window where Member is able to cancel the Membership for the following Membership Year. This opt-out window will commence when an annual renewal invoice is sent to Member on or before February 15<sup>th</sup> and will end on March 14<sup>th</sup> (the “**Opt-Out Window**”). To opt-out, Member must complete and sign the official opt-out form provided by the Nashville Predators. Upon such applicable cancellation, Member will no longer be responsible for any payments for future Membership Years, provided, however, any outstanding amounts for the then-current Membership Year will remain due and payable to the Nashville Predators. Member understands that if Member opts-out prior to the Opt-Out Window, Member’s current season benefits and obligations will remain intact until the scheduled Opt-Out Window when the request will be processed. All sales are final once accepted by the Nashville Predators and may not be canceled or refunded unless otherwise stated herein. The Nashville Predators reserve the right to restrict entry to Nashville Predators games and/or revoke Membership privileges if scheduled installment payments are not timely paid and/or if any authorized charge is refused by Member’s credit card company or banking institution for any reason. Member agrees that if any credit/debit card or bank account number(s) provided at the time of enrollment changes, Member will promptly notify the Nashville Predators and this authorization will remain in effect for such new card/account number(s). Under all payment plans, payments are due on the dates specified regardless of game cancellations or rescheduling. The Nashville Predators reserve the right to charge a processing fee in the event a charge is refused for any reason. **MEMBER ACCEPTS THAT IF MEMBER DOES NOT OPT-OUT OF THE AUTO RENEWAL DURING THE OPT-OUT WINDOW, THE MEMBERSHIP WILL**

**AUTOMATICALLY RENEW FOR ONE (1) YEAR AND THE NASHVILLE PREDATORS ARE AUTHORIZED TO AUTOMATICALLY CHARGE MEMBER'S PAYMENT METHOD ON FILE.**

**II. PAYMENTS AND FEES**

Member agrees to make all applicable payments on or before the agreed upon payment plan date(s). Member hereby allows the Nashville Predators or its agent to charge the credit/debit number or the account/routing number ("**ACH**") that Member has provided for the Membership herein. If paying via ACH, Member requests and authorizes the Nashville Predators to initiate withdrawals by electronic funds transfer from the financial institution account Member provided to Nashville Predators or its processing agent and Member represents and agrees that Member has the authority to draw or otherwise transfer funds from such account. For all Membership payments, this recurring payment authorization shall remain in effect for as long as the Membership remains in effect.

Member acknowledges and accepts that a convenience or processing fee equivalent to not more than Three Percent (3%) of the applicable annual ticket package rate for Member's Account will be applied when paying via credit/debit number, as permitted by law and applicable rules and regulations. The foregoing will be in addition to other applicable fees for the purchase of Nashville Predators tickets (e.g. facility fees). Member further acknowledges and accepts that, as permitted by law and applicable rules and regulations, a fee of Twenty-Five Dollars (\$25.00) will be assessed to Member's Account for any declined transaction or instances of insufficient funds. All applicable fees and charges referenced herein will be charged to the debit/credit card on file or account/routing number provided. In the event that the designated financial account Member provided does not have sufficient funds for the applicable transaction, Member agrees that the Nashville Predators can charge such amounts to any other financial account (credit card, ACH, etc.) that Member has on file in the Account to complete such transaction. Member acknowledges that Member's bank or credit/debit card company may also charge fees for any instance of insufficient funds. Member acknowledges and agrees that interest may begin to accrue on any due and unpaid balance on the 16th day of non-payment, which shall bear interest until the date paid at the lesser of (i) 7.75% per annum, or (ii) the maximum rate permitted under applicable law.

In the event of failure to make all payments due, the Nashville Predators reserve the right to not distribute tickets, refuse admittance to Bridgestone Arena, or pursue collection of unpaid amounts through a collection agent or via other legal means. Member acknowledges and agrees that the Nashville Predators are not liable in any manner for erroneous bill statements or incorrect charges and that, should an error occur in billing, the Nashville Predators only responsibility is to correct such charge(s) when and if the Nashville Predators receive notice of the error.

**III. NHL STANLEY CUP PLAYOFFS**

In the event that the Nashville Predators qualify for the NHL Playoffs, tickets to any such playoff home games will be at an additional cost above and beyond the regular season License Fee. If Member's Membership is renewed in the annual auto-renewal program, full-season ticket members will be automatically committed to purchase playoff tickets to each playoff home game and half-season ticket members will be automatically committed to purchase playoff tickets to every other home playoff game played by the Nashville Predators in the then-current season unless the Playoff Opt-Out described below is exercised. The Nashville Predators will communicate the applicable season ticket holder playoff pricing structure prior to the end of the regular season, and **Member acknowledges and accepts that if Member holds a full-season or half-season ticket plan that is auto-renewed and does not wish to purchase such playoff tickets, Member must decline in writing to their Nashville Predators ticket representative by the stated deadline date in such communication (the "**Playoff Opt-Out**").** Member understands that if Member exercises the Playoff Opt-Out, the Nashville Predators will have no further obligation to Member in connection with the playoff tickets and such tickets may be sold to a third party. For the avoidance of doubt, if Member exercises the Playoff Opt-Out, Member's Membership for the following season will not be impacted and will remain intact. If the Playoff Opt-Out is not exercised, full and half season ticket members will receive the benefit of the "Pay-As-We-Play" payment plan, which allows members to only pay for playoff games once the Club clinches and future playoff games are confirmed.

Ticket members who opt-out of their auto-renew Membership prior to the playoffs will receive a one-time right of first refusal to purchase playoff tickets, but will not receive season ticket holder playoff pricing benefits and must pay for all potential playoff games in advance. Quarter season ticket holders will not be guaranteed playoff tickets in their typical seats, but will receive priority playoff access to purchase available playoff packages and/or single game tickets prior to the general public on-

sale. The Nashville Predators may, in its sole discretion, extend an offer to other ticket plan members to purchase playoff tickets before the general public, but will not be obligated to do so. For any and all Nashville Predators playoff tickets associated with Member's Account, Member acknowledges and accepts that the Account and corresponding financial account information will be charged or debited according to the applicable playoff plan (and if payment is typically made by check or other payment method, a Nashville Predators representative will reach out to Member for payment processing). Member agrees to pay the ticket rates and applicable fees as noted on the playoff invoice provided by the Nashville Predators.

#### IV. TICKETS AND ACCESS TO BRIDGESTONE ARENA

Member acknowledges and agrees that purchasing the tickets identified on the Account does not give Member any property interest in the Nashville Predators and/or Bridgestone Arena. All tickets purchased for Nashville Predators events are a revocable license which may be withdrawn and admission refused at the sole discretion of Nashville Predators or its agent upon refunding the purchase price of the revoked license(s). A valid ticket is required to enter Bridgestone Arena. Tickets will be distributed to mobile devices and tickets will not be printed. The Nashville Predators reserve the right to alter how tickets are distributed in its discretion. Each ticket allows access only to the seat listed on the ticket and areas of Bridgestone Arena open to the holder of that ticket. Each ticket or seat locator should be retained throughout the event to allow the seat location to be verified. Member accepts that once Member enters Bridgestone Arena, Member will not be permitted to leave and re-enter. The Nashville Predators reserve the right to restrict the resale and transferability of tickets through digital forwarding, "print at home" or by any other means. Member understands that inappropriate conduct by Member or any person(s) who uses Member's tickets or ticket benefits ("Guests") while attending a Nashville Predators event may be grounds for seizure or cancellation without refund or other compensation. Member agrees that Member will not transmit or aid in transmitting a description account, professional picture, or reproduction of the events to which this Agreement admits Member and/or Member's Guests. Tickets may not be used in any way for advertising, promotion (including contests and sweepstakes) or any commercial business or other trade purposes without the express written consent of the Nashville Predators.

Member acknowledges and agrees that Member's person and belongings may be searched upon entry into Bridgestone Arena. Member, on its own behalf and on behalf of Member's Guests, consents to such searches and waives any and all related claims that Member or Guests may have against the Nashville Predators, Bridgestone Arena, the owner of Bridgestone Arena, the NHL, its member clubs and/or each of the foregoing's agents or affiliates. The Nashville Predators and Bridgestone Arena reserve the right to refuse admittance (with refund) to ticket holders who refuse to allow inspection of their persons or any purse or package carried by them when entering Bridgestone Arena. Patrons found in possession of contraband materials may be subject to expulsion from Bridgestone Arena and/or confiscation of items and the Nashville Predators reserve the right to alert Nashville Metro police and/or Bridgestone Arena security personnel.

Member agrees that Member will, and will cause Guests to, comply with all applicable laws, Bridgestone Arena policies and directions of governmental authorities, Nashville Predators and/or Bridgestone Arena personnel, and the NHL Code of Conduct (<https://www.nhl.com/fans/fan-code-of-conduct>) and that Member and/or Guests will conduct ourselves appropriately while attending events at Bridgestone Arena and will not engage in any activity which is a nuisance or interferes with the use or enjoyment of Bridgestone Arena by other persons. Member agrees that if Member and/or Guests violate any of these rules, policies and regulations, the Nashville Predators have the right to eject Member and/or Guests and/or terminate this Agreement in the Nashville Predators' discretion.

#### V. RELOCATION

In the event that any seats purchased as part of Member's Account are eliminated from the Nashville Predators' available inventory (for example, due to Bridgestone Arena renovations, product changes or any seat layout restructuring), the Nashville Predators shall offer Member an option to relocate the impacted seat(s) to another available location in Bridgestone Arena (the "Relocation Offer"). Following receipt of a Relocation Offer from the Nashville Predators, Member understands that Member shall have ten (10) calendar days to respond to the Nashville Predators with an acceptance or rejection of the Relocation Offer. In the event of Member's acceptance, Member will work with the Nashville Predators to finalize the terms of a new season ticket plan and Member agrees that Member will be responsible for any additional cost associated with the new seats. Member understands that if Member rejects the Relocation Offer, the Nashville Predators will, within thirty (30) days of receipt of such rejection notice from Member, issue a full refund for the unused tickets associated with Member's Account for which payment has already been made. Member agrees and acknowledges that the exclusive remedy in the case of a seat elimination as outlined

herein shall be the Relocation Offer, and as applicable, a refund of any monies paid by Member in connection with the eliminated seat(s).

Accessible seating is reserved for use by individuals who have a mobility disability and use a wheelchair or other mobility device, and/or cannot climb steps or walk long distances because of significant arthritis or severe respiratory/circulatory/cardiac conditions and/or cannot sit in a straight-back chair and/or have an over-sized service animal that cannot fit underneath a standard seat (along with their companions). Should Member's tickets be located in an accessible seating area, and no one in Member's party requires the use of accessible seating, Member acknowledges and accepts that (i) the Nashville Predators reserve the right to relocate Member and/or Member's Guests within the same price range, subject to availability, to accommodate a patron with a disability who requires the use of accessible seating; and (ii) Member may promptly notify the Nashville Predators who may, in their discretion, then exchange the accessible seating area tickets for alternative seat locations, in standard seating areas, subject to availability. If Member's tickets are not located in an accessible seating area and the need should arise for accessible seating, Member agrees to provide the Nashville Predators with at least ten (10) days written notice or as much advance notice as possible, and Member understands that relocation to a comparable designated accessible seating location shall be on a first-come, first-served basis, subject to availability and applicable Nashville Predators and NHL policies. In accordance with Americans with Disabilities Act ("ADA") regulations, individuals requesting accessible seating on a season ticket or multi-event basis may be asked to attest in writing that the features of accessible seating are necessary for them to attend the game, or that the tickets are being purchased for someone who requires the features of accessible seating. The Nashville Predators reserve their right, in accordance with applicable laws, to monitor and confirm the ongoing need for the use of tickets in accessible seating areas and, in the face of evidence that tickets for accessible seating are no longer required, relocate applicable seat locations to standard seating locations.

## **VI. SPECIAL EVENTS AND CANCELLATIONS**

Member acknowledges and agrees that the tickets being purchased through Member's Account are solely for applicable games presented by the Nashville Predators and played at Bridgestone Arena 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 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 Nashville Predators' market or hosted by the NHL at Bridgestone Arena or otherwise in which the Nashville Predators participate. Member acknowledges and agrees that the Nashville Predators and/or the NHL may cancel, postpone, reschedule or relocate games or events for any reason (e.g. move a regular season game of the Nashville Predators from the Bridgestone 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 the tickets hereunder have been sold to Member are cancelled, not played or presented in Bridgestone Arena for any reason, including, but not limited to, a work stoppage, strike by or a denial of employment during a labor dispute of the National Hockey League Players' Association or the members thereof ("Work Stoppage"), Preemption or any act of God, war, terrorism, civil commotion, acts of government, epidemic, pandemic, diseases, public health emergencies (e.g. COVID-19), order of government, weather or other occurrence outside of the Nashville Predators' control (collectively, "Force Majeure Event"), such event, including cancellation, shall in no way be deemed, argued or construed to be a breach by the Nashville Predators or the NHL of any terms, conditions, agreement or any other duties or obligations in connection with the sale and use of these tickets. Member hereby waives and releases any and all claims Member or the Guests may have against Nashville Predators, the NHL, Bridgestone Arena or the owner of Bridgestone Arena with respect to such game(s) or event(s) cancelled, not played or presented at Bridgestone Arena.

If any game or event for which the tickets hereunder have been sold to Member are cancelled and not thereafter played or presented in Bridgestone Arena because of a Work Stoppage, Preemption or Force Majeure Event, Member accepts that Member's sole remedy shall be as follows: the Nashville Predators and Member will work in good faith to determine an appropriate "make-good." In the event an appropriate "make-good" cannot be mutually agreed upon, then the Nashville Predators shall prorate the License Fee attributable to the Membership Year affected by a Work Stoppage, Preemption or Force Majeure Event, in accordance with the formula below, but the Nashville Predators shall not otherwise be liable to Member in any manner whatsoever. The License Fee for the Membership Year affected by such Work Stoppage, Preemption or Force Majeure Event shall be prorated in the following manner: the License Fee for such Membership Year shall be multiplied by a fraction, the numerator of which shall be the number of preseason and/or regular season Nashville Predators home games cancelled (and not rescheduled) in which Member was scheduled to attend in accordance with Member's Account and the

denominator of which shall be the total number of preseason and/or regular season Nashville Predators home games that Member was scheduled to attend in such Membership Year in accordance with Member's Account. For the avoidance of doubt, not all games will be valued equally (e.g. an Account credit for a cancelled pre-season game will be less than a credit for a cancelled regular season game). Member shall then receive a credit equal to the product of such calculation (which shall be determined at the end of such Membership Year in which the Work Stoppage, Preemption or Force Majeure Event ceases), with such credit to be offset against the next succeeding installment of the License Fee payable by Member (even if such succeeding installment is for the next Membership Year), except that in the case such Work Stoppage, Preemption or Force Majeure Event occurs in the last Membership Year of my Term, then the amount of the credit shall be refunded to me at the end of such Term. For the avoidance of doubt, a makegood and/or credit will only be available because of a League Special Event if the number of regular season game(s) that take place at Bridgestone Arena differs from the number in official communications from Club or published at the point of sale.

In the event of a Work Stoppage, Member's payment obligations will be suspended after the NHL's official announcement of any such Work Stoppage. The Nashville Predators will hold any such pre-paid License Fees as a credit on Member's Account and apply such credit towards tickets at the conclusion of such Work Stoppage, except solely in the event that a Work Stoppage takes place in the last Membership Year of the Term, and in such case, Member will receive a refund in accordance with the formula above. All events are subject to date and time change. Refunds, exchanges or cancellations will be granted at the sole discretion of the Nashville Predators.

#### **VII. SMASHVILLE LOYAL BENEFITS**

Smashville Loyal is an enhanced year-round engagement program with personalized benefits designed to enhance the Membership experience ("**Smashville Loyal**"). As part of the Membership, Member will receive the opportunity to attend select Smashville Loyal events and receive certain Membership benefits based on Member's applicable "Loyalty Tier," which is determined by the number of consecutive years of Member's Membership. At the time of any applicable opt-out or cancellation of the Membership, Member understands that Member's Loyalty Tier will reset should Member purchase a new Membership at a later date. All Smashville Loyal events and benefits will be determined by the Nashville Predators in its discretion and are subject to change.

#### **VIII. ASSUMPTION OF RISK, WAIVER OF LIABILITY AND PUBLICITY RIGHTS**

Member, as the purchaser and on behalf of Member's Guest(s) waive all action or claims against The Sports Authority of the Metropolitan Government of Nashville and Davidson County, the Metropolitan Government of Nashville and Davidson County, the Nashville Hockey Club, LP, Powers Management, LLC, Bridgestone Arena, Mid-Ice, LLC, the Nashville Predators Foundation, Sabertooth Sports & Entertainment, LLC and the National Hockey League ("**Indemnitees**") and the owners, directors, agents, employees, representatives and subcontractors of all Indemnitees for bodily injury or property damage caused by or at the Nashville Predators event or by the actions or inactions of the Indemnitees. When attending Nashville Predators games at Bridgestone Arena, Member voluntarily assumes all risk and danger of personal injury and all other hazards arising from or related in any way to the event for which the ticket is issued, whether occurring prior to, during or after the event. Risks and dangers may include, but are not limited to, personal injury or otherwise from pucks, sticks, hockey equipment, etc. Further, Member acknowledges and accepts that alcoholic beverages will be available in Bridgestone Arena and that attendance at events may expose Member and/or Guests to certain risks of injury, including, but not limited to, incidents involving other patrons who have consumed alcoholic beverages, injury from thrown or dropped objects, spills of food or beverages and the unruly behavior of other patrons. Member, on my Member's own behalf and on behalf of the Guests, assumes the risk of injury, damage and loss resulting from the conduct of other patrons, thrown or dropped objects, spills of food or beverage or from the consumption of alcoholic beverages. Breach of any of the foregoing will be grounds for immediate termination of the Agreement by the Nashville Predators.

If Member, or any of the Guests, bring a minor(s) to a game, Member and/or Guests (as applicable) shall be deemed to have given all of the grants or 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 any holder of a ticket is composed of more than one person, or is a partnership or joint venture, the respective individuals, partners or joint venturers will be joint and severally liable for any holder of a ticket's obligations under this Agreement, whether or not the individual partners or joint venturers are signatories to this Agreement.

An inherent risk of exposure to COVID-19 exists in any place where people gather. Member, as the purchaser and on behalf of Guest(s), assume all risks, hazards, and dangers arising from or relating in any way to the risk of contracting COVID-19 or any other communicable disease or illness, or a bacteria, virus or other pathogen capable of causing a communicable disease or illness, whether occurring before, during, or after the event, however caused or contracted, and voluntarily waive all claims and potential claims against the Indemnitees relating to such risks. All guests at Bridgestone Arena are required to strictly comply with Bridgestone Arena's health and safety guidelines and policies in place at such time.

Member agrees that the event for which Member is purchasing tickets is a public event and that Member's appearance and actions inside and outside Bridgestone Arena are public in nature and that Member and Member's Guests (including any minor(s) in attendance with Member and/or Guest(s)) have no reasonable expectation of privacy with regard to their actions or conduct at Bridgestone Arena. Member grants permission to the Nashville Predators, the National Hockey League and each its affiliates, licensees, sponsors, broadcast partners and agents to utilize Member's and/or the ticket holder's name, image or likeness captured as part of any live or recorded video display or other transmission or reproduction in any media now known or subsequently developed in whole or in part of the event to which the ticket admits Member and/or Guest(s), including (without limitation) use in connection with print and electronic media and publication. Member acknowledges that the videotapes, photographs and/or recordings on whatever medium may be duplicated and distributed in any and all manner and media throughout the world in perpetuity. Member acknowledges and agrees that Member, and/or Member's Guest(s), may appear in promotions and/or social media post(s) of the Club's and/or its partners, sponsors, affiliates and/or broadcast partners without further authorization from, or compensation to, me. Member releases and discharges the Nashville Predators, the National Hockey League, Powers Management, LLC, the Sports Authority of the Metropolitan Government of Nashville and Davidson County, the Metropolitan Government of Nashville and Davidson County and each of its affiliates, licensees, sponsors, broadcast partners and agents, their employees, licensees, successors and assigns from any and all claims, demands or causes of action that Member and/or Member's Guests may have or may hereafter have for right of privacy or right of publicity or alleged violation of any other right arising out of or relating to any utilization of the rights granted above.

#### **IX. DEFAULT AND TERMINATION**

In addition to the applicable termination rights herein, Member accepts that the Nashville Predators may immediately revoke Member's tickets and/or Membership if Member fails to make payments when due, violates this Agreement or violates Nashville Predators and/or Bridgestone Arena policies. Member accepts that if Member fails to pay any sums owned in connection with tickets purchased by Member, or fails to make partial payments when due, the Nashville Predators may immediately terminate this Agreement with notification to Member and sell Member's tickets to another party without further liability to Member.

Member acknowledges that the Nashville Predators reserve the right to restrict or limit ticket resale and/or transfer and that Member's resale and/or transfer activity may be monitored by the Nashville Predators. In the event that Member sells, attempt to sell, or engages a third party to sell on Member's behalf, a substantial portion of Member's tickets or if the Nashville Predators determine that Member has purchased tickets for the primary purpose of financial gain or benefit, the Nashville Predators reserve the right to terminate the Membership immediately upon written notice to Member (email will suffice). In the event Member's tickets are terminated for this reason, the Nashville Predators will return any pre-paid portion of the License Fee herein for which Member has not received a benefit, however, Member will remain obligated to pay (and the Nashville Predators may retain) that portion of the License Fee herein that relates to benefits which were received or Nashville Predators games that occurred prior to the exercise of such termination right.

#### **X. CONTACT & DATA PRIVACY**

Member acknowledges and accepts that the Nashville Predators and/or its affiliates will retain Member's personal data in connection with this Membership and this data may be passed to a third party. Any other use of personal data will be in accordance with, and subject to, the Nashville Predators' privacy policy found here: <https://www.nhl.com/predators/arena/nashville-predators-privacy-policy>. Member understands and acknowledges that Member may have the opportunity to opt-in to receive emails or text messages from third parties. In the event that Member opts-in to any available opportunities to receive information from a third party, that may or may not be associated with this Membership, Member understands and acknowledges that Member's information will be provided to such third party and may be used by the third party as set forth in such third party's privacy policy. In addition, Member accepts that the Nashville Predators may use geo-location technologies to automatically collect information about Member's activity on the Nashville

Predators' and its affiliates' websites. Geo-location technology refers to technologies that permit an entity to determine a person's location. Member understands that the Nashville Predators may ask Member to manually provide location information on the Nashville Predators' and/or its affiliates' website(s) or to enable Member's mobile device to send the Nashville Predators precise location information. Member agrees that the Nashville Predators may also automatically collect general location information from Member's web browser.

Member authorizes the Nashville Predators and its affiliates, agents, representatives, assigns and service providers (collectively, the "**Messaging Parties**") to contact Member and Member's Guests using automatic telephone dialing systems, artificial or prerecorded voice message systems, text messaging systems, email or similar methods then in use and automated email systems in order to provide Member with information about the Membership, the tickets herein or any related benefits, including information about payments and games and/or future purchase options. Member authorizes the Messaging Parties to make such contact using any telephone numbers (including wireless, landline and VOIP numbers) or email address that Member or Member's Guests supply to the Messaging Parties in connection with this Membership, the tickets, or any other matter. Member understands that anyone with access to Member's telephone or email accounts may listen to and/or read the messages the Messaging Parties leave or send Member, and Member agrees that the Messaging Parties will have no liability for anyone accessing such messages. Member further understands that, when Member receives a telephone call, text message, or email, that Member may incur a charge from the company(ies) that provide Member with telecommunications, wireless and/or internet services and Member agrees that the Messaging Parties will have no liability for such charges. Member expressly authorizes the Messaging Parties to monitor and/or record Member's calls with the Messaging Parties. Member understands that, at any time, Member may withdraw consent to receive text messages or calls or to receive artificial or prerecorded voice message system calls by notifying Member's Nashville Predators service representative in writing or by using the opt-out instructions included in any text message and/or email messages.

## **XI. GOVERNING LAW**

Member acknowledges and accepts that this Membership Agreement and all services and obligations herein shall be interpreted, construed, performed and governed by and in accordance with the laws of the state of Tennessee without regard to conflicts of law principles thereof. Member acknowledges and agrees that the Nashville Predators' integral business operations are located in the state of Tennessee and the point of sale of such tickets, all benefits received and all services performed herein will be governed by the laws of Tennessee. Member agrees that the exclusive venue for any dispute arising hereunder shall be the state and/or federal courts located in Davidson County, Tennessee. The rights given to the Nashville Predators in these Terms and Conditions are in addition to other rights under law. This Agreement governs my relationship with the Nashville Predators for the Tickets and applicable Membership. Member agrees that Member has accepted the terms of this Membership by doing any of the following: (i) accepting the Terms and Conditions via checkbox; (ii) signing this Agreement; and/or (iii) purchasing or using a ticket plan with the Nashville Predators.

Member understands that Member's rights under this Agreement are subject to, and Member hereby agrees to, (i) the NHL Terms of Service at <https://www.nhl.com/info/terms-of-service>, (ii) Nashville Predators' Privacy Policy at <https://www.nhl.com/predators/info/privacy-policy>; and (iii) the Ticketmaster Terms of Use at <https://am.ticketmaster.com/predators/terms> and Privacy Policy at <https://privacy.ticketmaster.com/privacy-policy>, (iv); the NHL Fan Code of Conduct at <https://www.nhl.com/fans/fan-code-of-conduct>; and (v) the Bridgestone Arena policies at <https://www.bridgestonearena.com/arena-info/arena-policies> all of which are, by this reference, hereby incorporated into this Agreement and made a part of these Terms and Conditions. Member understands that the tickets herein will be delivered by Ticketmaster to Member through the official Nashville Predators mobile app. By signing up for a Predators App account, Member hereby agrees to the mobile app's terms of service.