

## CELEBRATION OF THE ARTS TERMS AND CONDITIONS

By submitting the artwork ("Artwork") to be considered for display at Amerant Bank Arena ("Arena") as part of the Celebration of Arts Presented by Amazon ("Program"), the submitting artist ("Artist") acknowledges and agrees to be bound by the following terms and conditions ("Terms"). Submission of the Artwork constitutes Artist's full and unconditional agreement to comply with and be legally bound by these Terms. If Artist does not agree to these Terms, they should not submit Artwork for consideration. Failure by Artist to comply with these Terms may result in disqualification from the Program and/or removal of Artwork.

1. Submission and Selection. Artist agrees that submission of the Artwork does not guarantee selection for display at the Arena. All Artwork will be reviewed and selected at the sole discretion of Florida Panthers Hockey Club, Ltd. ("Panthers"), Arena Operating Company, Ltd. ("AOC"), and/or Amazon Web Services, Inc. ("Amazon"). If selected for display, Artist is solely responsible for timely delivery of the Artwork to the Arena, including, where applicable, printing and preparing any digital files provided by Panthers and AOC. If the Artwork is not delivered by the deadline communicated by Panthers or AOC, the Artwork may be excluded from display at Panthers' or AOC's discretion.

2. Display Rights. By submitting the Artwork to be considered for display as part of the Program, Artist grants Panthers and AOC a non-exclusive, royalty-free license to display the Artwork at the Arena for a period of up to one (1) year from the date of delivery ("Display Period"). This includes, but is not limited to, public exhibition, installation, and presentation of the Artwork in any area of the Arena deemed appropriate by Panthers and AOC. Panthers and/or AOC may make reasonable modifications to the display of the Artwork (e.g., framing) as necessary to accommodate the exhibition space or enhance presentation, provided such modifications do not materially alter the integrity of the Artwork. Artist shall not be entitled to any compensation for the display or promotional use of the Artwork.

3. Removal and Termination. Upon sale of the Artwork, or at the conclusion of the Display Period, whichever comes first, the Artwork will be removed from the Arena. At the end of the Display Period, any unsold Artwork must be retrieved by Artist within a reasonable timeframe specified by AOC; otherwise, AOC may, at its sole discretion, consider the Artwork abandoned and may dispose of it in any manner AOC deems appropriate. Panthers and AOC reserve the right to remove any Artwork from display at the Arena at any time for any reason. Artist may request removal of their artwork from display at the Arena upon thirty (30) days' written notice, subject to approval by Panthers and AOC. Upon removal of the Artwork from the Arena, Panthers and AOC shall have no further obligations to Artist.

4. Ownership and Sales. Artist shall retain full ownership and copyright of the Artwork. Artist may list the Artwork for sale at a price determined solely by the Artist; provided that the sale price must be clearly communicated in Artist's submission for the Program. The price of the Artwork may not be changed unless agreed to by Panthers and/or AOC. If the Artwork is sold while on display as part of the Program, Artist shall receive the entire proceeds from such sale. Artist is solely responsible for the transaction, delivery, and any applicable taxes related to the sale of the Artwork.

5. Indemnification. Artist agrees to indemnify, defend, and hold harmless Panthers, AOC, Amazon, Sunrise Sports & Entertainment, LLC, Florida Panthers Foundation, Inc., Arena Development

Company, Ltd., SSE Development, LLC, PHGP, LLC, Parq93, LLC, Incredible Ice, LLC, the City of Sunrise, Broward County and Broward County Board of Commissioners, SSE Promotions, LLC, Florida Team Shop, LLC, SSE Gaming, LLC, the affiliates, parent companies, and related entities of each of the foregoing entities, and all of the respective officials, owners, officers, directors, partners, members, managers, shareholders, agents, contractors, sponsors, employees, representatives, successors and assigns of each of the foregoing entities (collectively, "The Released Parties") from and against any and all claims, damages, liabilities, costs, and expenses arising out of or related to Artist's submission of the Artwork to the Program, the Artwork itself, including but not limited to any claims of infringement on intellectual property, and/or any sale (or lack thereof) of the Artwork. These indemnification obligations shall survive termination or expiration of these Terms.

6. Liability Release. The Released Parties assume no responsibility or liability for (a) any incorrect or inaccurate Artist or entry information, or for any faulty, failed, garbled or jumbled electronic data transmissions; (b) any unauthorized access to, or theft, destruction, or alteration of entries at any point in the operation of this Program; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation, or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers, or providers utilized in any aspect of the operation of the Program; (d) inaccessibility or unavailability of the internet, the application (if applicable), or any combination thereof; (e) any injury or damage to Artist's or to any other person's computer or cell phone which may be related to or resulting from any attempt to submit Artwork for consideration or download any materials related to the Program; and (f) any damage to the Artwork. Artist explicitly acknowledges and agrees that the Released Parties are not responsible for any damage, loss, or theft of the Artwork, under any circumstances, regardless of how such damage, loss, or theft occurred. As a condition of submitting Artwork to be considered for display as part of the Program, Artist explicitly agrees to release the Released Parties from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with: accessing the internet; submitting an entry or otherwise participating in any aspect of the Program; the receipt, ownership, or use of the Artwork; preparing for, participating in, attending, or traveling to and/or from any Program-related activity; or any typographical or other error in these Terms. If, for any reason, the Program is not capable of running as planned for any reason, Panthers and AOC reserve the right, at their sole discretion, to cancel, terminate, modify, or suspend the Program in whole or in part.

7. Publicity Release. Artist agrees to allow the Released Parties to use their name, image, likeness, biographical information, and submission information for promotional purposes without further compensation, unless prohibited by law. Artist further agrees that Released Parties may use images of the Artwork for promotional, marketing, or advertising purposes in any form in any media, without additional compensation to Artist.

8. Representations and Warranties. Artist represents and warrants the following: (a) the Artwork is the original creation by Artist and does not infringe upon or violate any copyright, trademark, moral right, or other intellectual property or proprietary right of any third party; (b) Artist has the right and authority to grant the rights granted herein without the need for any third-party consents or approvals; (c) the Artwork is not subject to any liens, claims, encumbrances, or restrictions that would interfere with its display, sale, or any of the rights granted herein; (d) all information provided by Artist in connection with

the submission of the Artwork, including biographical details, pricing, and descriptions of the Artwork, is true, accurate, and complete; and (e) Artist is at least 18 years old at the time of submission of the Artwork to the Program.

9. Relationship of Parties. These Terms shall not create a joint venture, partnership, or a relationship of principal and agent, or of employer and employee, between the parties.

10. Governing Law. These Terms shall be governed by and construed in accordance with the laws of the State of Florida.