

**2024-25 ANAHEIM DUCKS  
PARTIAL SEASON TICKET HOLDER TERMS AND CONDITIONS**

**By signing the accompanying invoice or by clicking “Submit Payment” through the Anaheim Ducks’ online payment process (each, an “Invoice”) or accepting the partial season tickets (“Partial Season Tickets” or “Tickets”) for the 2024-25 NHL season referred to in the Invoice, Partial Season Ticket holder (“Holder”) agrees to the following terms and conditions (“Agreement”):**

1. Partial Season Tickets. A Partial Season Ticket entitles the Holder to admission to pre-determined National Hockey League (“NHL”) pre-season and regular season home games of Anaheim Ducks for the 2024-25 NHL season (“Season”) presented by Anaheim Ducks Hockey Club, LLC (“ADHC”) and played at Honda Center (the “Arena”). Seat location(s) and dates are subject to the package purchased and are identified on the Partial Season Tickets. Holder shall be entitled to purchase tickets for Playoff games (if applicable) at the Arena for the Season, at prices and under other terms (including the deadline for such purchase) established by ADHC, provided that the availability of such location is subject to the NHL, the Arena and ADHC commitments and that Holder has not breached any terms of this Agreement. This Agreement shall terminate upon conclusion of the Season subject to the Holder’s right to purchase Playoff tickets as described above or immediately, at ADHC’s sole discretion, upon Holder’s breach of any provisions of this Agreement. Notwithstanding anything to the contrary in this Agreement, Partial Season Tickets are issued and renewable at the sole discretion of ADHC and may be revoked at any time by ADHC with or without cause including, but not limited to, Holder’s failure to pay, Holder’s breach of any other provisions of this Agreement or ADHC’s determination that the Tickets, in all or part, will no longer be available to Holder under this Agreement. The term of this Agreement shall commence upon Holder’s signing of the Invoice and shall conclude immediately following the Anaheim Ducks’ last home game of the 2024-25 season (“Term”).

2. Access to and Delivery of Tickets. Electronic access to Tickets may only be available commencing seven (7) days prior to the applicable game and ADHC may, in its sole discretion, further limit, modify, eliminate electronic or other methods of access to Tickets, including making Tickets only accessible through ADHC’s mobile application.

3. Assignment and Resale. Partial Season Tickets must be registered in the name of an individual or legal business entity and must be registered with ADHC under a physical address in California (i.e., no P.O. boxes). This Agreement may not be assigned or transferred in any manner by the Holder without ADHC’s prior written consent to such assignment or transfer, which consent may be conditioned or withheld in ADHC’s sole discretion. Partial Season Tickets may not be sold, assigned, hypothecated or transferred in any manner except through an authorized Ticketmaster resale product. ADHC, in its sole discretion, may require all transfer of Tickets to be made through ADHC’s mobile application. The sale or transfer of any individual game ticket for consideration on Arena property is strictly prohibited. In accordance with the previous statement, in the event (a) of a sale or an attempted sale of fifty percent (50%) or more of the Partial Season Tickets (by event or in the aggregate, regardless of method of sale), (b) of a sale or an attempted sale of any of the Partial Season Tickets in a manner or at a price in violation of this Agreement or any federal, state or local law or regulation, or (c) ADHC determines that you have purchased Partial Season Tickets for the primary purpose of financial gain or benefit, ADHC reserves the right, in its sole discretion, to limit or eliminate any of Holder’s rights or benefits described in this Agreement or provided to season ticket holders or members generally, partial or otherwise, (e.g., priority, rewards, etc.) and/or immediately cancel all or a portion of the Partial Season Tickets, all without refund or offset of any kind (in addition to any penalties and/or fines imposed by applicable authorities).

4. Non-Refundable, Cancellation and Payment upon Breach. PARTIAL SEASON TICKETS ARE NON-REFUNDABLE, NON-RETURNABLE AND NON-EXCHANGEABLE. ADHC shall (a) not be responsible to Holder for the cancellation or non-performance of any game scheduled at the Arena or for the inability of Holder to use any of the Partial Season Tickets due to any cause or circumstance beyond the control of ADHC, including without limitation strikes, lockouts, failure of utilities, restrictive laws or regulations and acts of God, pandemics, epidemics, acts of God, acts of war, or otherwise, including the residual effects of any of the foregoing after such event has ended (each, a “Force Majeure Event”), or for the inability of Holder to use any of the Tickets. Holder further acknowledges and agrees that (a) ADHC and/or the NHL may cancel, postpone, reschedule or relocate games or events for any reason (including, without limitation, relocate an Anaheim Ducks pre-season or regular season game from the Arena to an alternate venue in which case the Partial Season Tickets shall not be applicable to such game) and modify or discontinue, temporarily or permanently, any aspect of the rules, operations and presentation of NHL games and (b) ADHC has the right to terminate this Agreement or relocate the Partial Season Tickets to an alternate seat location in the Arena in the event the original seat location(s), in ADHC’s sole discretion, are inoperable, unusable, no longer available to Holder or no longer offered for license to the public. The occurrence of any instances described in this Paragraph shall in no way be deemed, argued or construed to be a breach by ADHC of any terms, conditions, agreement or any other duties or obligations or in connection with the sale and/or use of the Tickets or permit Holder to reduce, setoff or withhold payment for the Partial Season Tickets or terminate this Agreement, and Holder hereby waives and releases any and all claims it may have against ADHC or the NHL with respect to such instances, provided, however, in the event ADHC terminates this Agreement pursuant to subparagraph (b) above (and not as a result of Holder’s breach of this Agreement), ADHC shall refund to Holder a pro rata portion, as determined

by ADHC in its reasonable business judgment, of the applicable prepaid Fee to reflect the loss of use of the affected Partial Season Tickets for the remaining portion of the current Season. This paragraph shall survive the termination or expiration of this Agreement. In the event this Agreement is cancelled or otherwise terminated as a result of Holder's breach of this Agreement, Holder shall forfeit all monies paid to ADHC and Holder's obligation to pay the outstanding balance, if any, of the total Partial Season Ticket fees shall be accelerated making the full outstanding balance immediately due and payable to ADHC.

5. Excluded Events. Holder is not entitled to admission to NHL All-Star events, NHL Stadium Series events, NHL Winter Classic events, NHL draft events, NHL European Global Series events, NHL China Games events, NHL Heritage Classic, NHL Draft events or any other events that are not official pre-season, regular season or post-season (i.e., playoff) Anaheim Ducks home games played at the Arena, even if participated in by ADHC, held in ADHC's market or hosted at the Arena.

6. Notices. The Holder is obligated to promptly notify ADHC of any change of address. Such notice must be submitted through Holder's "Ducks Account Manager" page at AnaheimDucks.com or in writing, which writing shall include the signature of the Holder or authorized officer if Holder is a legal entity. All written notices by Holder shall be mailed to Anaheim Ducks Hockey Club, LLC, Attn: Season Ticketing, 2695 E. Katella Avenue, Anaheim, CA 92806 or faxed to (714) 940-2833.

7. Lost or Stolen Tickets. ADHC is not responsible for lost or stolen Tickets. Please safeguard the Tickets and handle them as one would handle cash. Upon receipt of any Ticket, risk of loss or theft of that Ticket passes to the Holder. Replacement Tickets may be issued at the sole discretion of ADHC. Stolen Tickets will be replaced only when an official police report is presented to ADHC's Ticketing Department by Holder, in which case the original Partial Season Tickets will be permanently disabled. Lost or damaged physical Partial Season Tickets may be replaced by logging onto "Ducks Account Manager" at AnaheimDucks.com/myducksaccount or in the Anaheim Ducks app prior to the posted start time of the game and utilizing "Mobile Tickets", or by contacting Holder's Personal Account Executive in writing, in person, by email, or fax and providing a copy of Holder's valid photo I.D. and details regarding the nature of the lost or damaged Ticket. ADHC reserves the right to charge Holder a replacement fee for any replacement of Tickets.

8. Changes to Seat Locations; Upgrades; Additional Tickets. For Ticket upgrades, additional Partial Season Tickets or Season Tickets, please contact your Personal Account Executive. Changes to seat locations, whether made during Select-A-Seat or otherwise, must be agreed to by ADHC in writing prior to effectiveness. An invitation to Select-A-Seat does not provide Holder with the right to downgrade or reduce the number of Tickets.

9. Advertising and Promotions. Partial Season Tickets may not be used for contests, sweepstakes or other promotional purposes (including without limitation, as raffle prizes for charities) without the express written consent of ADHC, which may be conditioned or withheld in its sole discretion. By marking the box located on the Invoice, if any, regarding recognition of season ticket holders, Holder agrees that ADHC may use the name on Holder's account for promotional purposes, including without limitation, public recognition of Holder as a season ticket holder for the Season and all future seasons.

10. Assumption of Risk. An inherent risk of exposure to bacteria, viruses, infections and diseases (collectively, "Infection") exists in any public place where people are gathered. By entering into this Agreement, Holder, on behalf of it and any person admitted by Holder ("Guests"), voluntarily assumes all risks of exposure to an Infection while at the Arena. ADHC and Anaheim Arena Management, LLC ("AAM") reserve the right to condition or refuse entry to Holder or Guests based upon information received or upon guidelines or requirements provided by governmental authorities and agencies, industry recommendations, or otherwise pursuant to ADHC's own guidelines, regulations or independent determination.

11. Personal Injury, Loss and Indemnification. HOLDER SHALL INDEMNIFY AND HOLD HARMLESS ADHC, AAM, THE CITY OF ANAHEIM, ANAHEIM PUBLIC IMPROVEMENT CORPORATION, the NHL, each of the NHL's member clubs and each of their respective parent and affiliated companies and their respective directors, officers, members, owners, agents, employees and servants (collectively, "Indemnitees") from and against any and all claims, suits, causes of action, damages, losses, liabilities, costs and expenses (including without limitation, reasonable attorneys' fees and court costs) of any kind whatsoever (collectively, "Claims") arising out of or in connection with Holder's or its agents', employees', guests' or assigns' or transferees' (i) use of the Tickets and/or seats, (ii) breach of this Agreement, or (iii) act or omission, neglect or wrongdoing. Holder shall, at its sole cost and expense, defend (with counsel acceptable to the Indemnitees) the Indemnitees against any and all such Claims. Holder and all persons using a Ticket assumes all risk and danger of personal injury, death and all other hazards and losses, both personal and property, arising from or related by any way to the Tickets or a game for which a Ticket is issued, whether occurring prior to, during or after the game including, without limitation, the risk of being injured by a hockey puck, hockey stick, objects (including thrown objects), spectators, players, or acts of negligence and the Holder and user of a Ticket hereby releases the Indemnitees from any such claims or injuries.

Additionally, Holder, on behalf of itself and its Guests, hereby expressly releases and agrees not to sue Indemnitees from and against any and all Claims arising from, directly or indirectly, an Infection, including injury or death. Holder expressly waives and relinquishes all rights and benefits afforded by California Civil Code Section 1542 and does so, understanding and acknowledging the significance of such waiver and understands that Section 1542 states as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

This Paragraph shall survive the termination or expiration of this Agreement.

12. Restrictions; Compliance with Laws, Rules and Regulations. Holder is responsible for all personal property brought to the Arena. While in the Arena or adjacent areas, Holder agrees to comply with all applicable local, state and federal laws and all rules or regulations adopted from time to time by ADHC, AAM or the NHL, including the terms and conditions on the back of or accompanying the Tickets. Violation of such laws, rules or regulations may subject the Holder and any person using a Ticket to eviction from the Arena and/or loss of current and future playoff and season ticket privileges. Bringing food or beverages of any kind, attaching, hanging or displaying advertisements or other notices, smoking (including use of e-cigarettes), using laser pointers, video or audio recording equipment, tri-pods extended length zoom lenses and other professional camera equipment in the Arena are prohibited. The above list of prohibited items/acts is not exhaustive. ADHC, and its employees and agents, reserve the right to confiscate prohibited items, including without limitation, recordings. Visit [www.HondaCenter.com](http://www.HondaCenter.com) for additional restrictions.

13. Accessible Seating. Designated accessible seating locations in the Arena are reserved for guests who require accommodations as a result of a disability. Should Holder or guest require a seating accommodation as a result of a disability, Holder shall provide ADHC with at least two (2) weeks or as much advance notice as possible and relocation to a designated accessible seating location shall be on a first-come, first-serve basis, subject to availability and ADHC, AAM and NHL policies. For Tickets that are issued for a designated accessible seating location, should Holder not require such seating accommodations, Holder shall immediately notify ADHC and ADHC may, in its discretion, exchange the Tickets for alternative seat location(s), subject to availability. ADHC reserves the right to confirm, as permitted by law, Holder's need for seating accommodations as a condition for providing seating accommodations and if such confirmation is not provided, ADHC may, at its option, relocate Holder's seat location(s) to non-accessible seating locations or cancel the Tickets.

14. Payment. The total Partial Season Ticket fee (“Fee”) for the Partial Season Tickets, payment amounts and payment due dates are shown on the Invoice. To secure Holder's seat location(s), Holder must make the first payment by the due date shown on the Invoice. If at any time during the Season, Holder's payments are not received by the due date set forth on the Invoice, the barcodes on all unused Partial Season Tickets will be disabled (prohibiting access to the Arena) permanently or until the account is paid in full, Holder's seat locations will be released and Holder will forfeit Holder's Partial Season Ticket priority (if any), all in ADHC's sole discretion. Holder shall pay on-line at [AnaheimDucks.com/myducksaccount](http://AnaheimDucks.com/myducksaccount). ADHC reserves the right to modify methods of tender accepted and limit the number of credit cards used for payments. A late fee of \$35.00 will be charged for any payments made after the specified due date. In the event Holder's payment is rejected (e.g., NSF or declined credit card), ADHC may require Holder to make all payments by using a specific method of tender. Holder's cancellation, breach or early termination of this Agreement does not relieve Holder from its obligations to pay all amounts shown on the Invoice.

15. Payment Plans. In the event ADHC agrees that Holder may make payments pursuant to a payment plan, ADHC will set forth the terms of such payment plan(s) on Holder's “My Ducks Account” at [AnaheimDucks.com](http://AnaheimDucks.com). Holder must select the desired payment plan and complete the transaction as directed in order for the payment plan to be effective. Holder shall process the payment plan through Holder's “My Ducks Account” at [AnaheimDucks.com](http://AnaheimDucks.com).

16. Use of Images. Holder grants to ADHC, AAM and its and their affiliates and partners, including without limitation, advertisers, a non-exclusive license to use Holder's likeness, image, photograph and/or name for any and all commercial and non-commercial purposes in perpetuity including, without limitation, in connection with the marketing, promotion and/or advertising of the Anaheim Ducks and/or the Arena in any media known and unknown or hereinafter developed without geographic or time restrictions. This paragraph shall survive the termination or expiration of this Agreement.

17. Consent to Contact. Notwithstanding any election to opt in or opt out of receiving telemarketing calls or SMS messages, Holder authorizes ADHC, its affiliates, representatives and service providers to contact Holder using automatic telephone dialing systems, automatic texting systems or any similar methods in order to provide Holder with information about this Agreement, Holder's Tickets and related benefits. Holder authorizes ADHC, its affiliates, representatives and service providers to contact Holder using any telephone number Holder supplies in connection with this Agreement, Holder's

Tickets or any other matter. Holder may withdraw consent to receive text messages and calls by following the instructions in ADHC's Privacy Policy which can be found at [www.nhl.com/ducks/team/privacy-policy](http://www.nhl.com/ducks/team/privacy-policy).

18. Personal Information. ADHC may collect the following categories of personal information when Holder purchases Tickets or otherwise interacts with ADHC: personal identifiers, financial information, professional information, and commercial information. For details on how ADHC uses this information, please review ADHC's Privacy Policy which can be found at [www.nhl.com/ducks/team/privacy-policy](http://www.nhl.com/ducks/team/privacy-policy).

19. Taxes. Holder shall be responsible for and shall pay on a timely basis any and all current or future taxes, which any appropriate taxing authority determines to be due in connection with the terms of this Agreement. Without limiting the foregoing, in the event any tax shall become due with respect to Holder's use of the Season Tickets, ADHC shall provide Holder with an invoice and Holder agrees to remit such amount to ADHC within ten (10) business days of receipt of such invoice. Except as expressly stated otherwise in this Agreement, ADHC shall not be obligated to refund any amounts paid by Holder as a result of this paragraph.

20. Modification. ADHC reserves the right at any time to modify, amend or supplement these terms and conditions.

21. Waiver. ADHC's waiver of any provisions in this Agreement must be in writing and signed by an authorized ADHC representative. Waiver by ADHC of Holder's breach of any provision of this Agreement shall not operate or be construed as a continuing waiver.

22. Governing Law and Arbitration. This Agreement shall be governed by and construed in accordance with the laws of the State of California and subject to the following provision related to arbitration, by Signing the Statement, Holder consents to the exclusive venue and jurisdiction of the Superior Courts of California, Orange County. Any dispute, claim or controversy arising out of or relating directly or indirectly to the Tickets, access to or use of any portion of the Arena, personal injury, this Agreement or the breach, termination, enforcement, interpretation or validity of this Agreement, including without limitation, the determination of the scope or applicability of this agreement and any disputes or claims against any of the Indemnitees, whether in tort or contract, shall be determined by arbitration in Orange County, California before one arbitrator. The arbitration shall be administered by Judicate West pursuant to Judicate West's Commercial Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This provision shall not preclude a party from seeking provisional remedies in aid of arbitration from the Superior Court of the State of California for the County of Orange or from seeking any claim or cause of action within the small claims jurisdictional limits of the Superior Court of the State of California for the County of Orange. This Paragraph shall survive the termination or expiration of this Agreement.

23. Entire Agreement. This Agreement, together with the Invoice contains the entire agreement and understanding of ADHC and Holder and supersedes all prior agreements and understandings, whether verbal or written, with respect to the subject matter of this Agreement and any such other agreements or understandings are hereby revoked. All amendments to any terms of this Agreement must be in writing and signed by ADHC.

24. Section and Paragraph Headings. Section and paragraph headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents of this Agreement.

**For more information, please contact your Personal Account Executive at  
1-877-WILD WING (945-3946) or fax (714) 940-2833.**