

**2024-25 ANAHEIM DUCKS
SEASON TICKET MEMBER AUTO-RENEW TERMS AND CONDITIONS
(NEW AND RENEWALS)**

By signing the accompanying ticket statement or by clicking "Submit Payment" through the Anaheim Ducks' online payment process (each, a "Statement") or accepting the playoff tickets for the 2023-24 NHL season, season tickets for the 2024-25 NHL season or playoff tickets for the 2024-25 NHL season referred to in the Statement (collectively, "Tickets"), season ticket member ("Member") agrees to purchase the Tickets pursuant to the following terms and conditions ("Agreement").

1. Regular Season Tickets. A regular season ticket ("Regular Season Ticket") entitles the Member to admission to 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 Season Tickets.

2. Playoff Tickets. If Member's Ticket purchase is made prior to the conclusion of the 2023-24 NHL post-season, "Playoff Tickets" shall mean playoff tickets for the 2023-24 and 2024-25 NHL post-seasons and "Playoffs" shall mean the 2023-24 and 2024-25 NHL post-seasons. If Member's Ticket purchase is made after the conclusion of the 2023-24 NHL post-season, "Playoff Tickets" shall mean playoff tickets for the 2024-25 NHL post-season and "Playoffs" shall mean the 2024-25 NHL post-season. A Playoff Ticket entitles Member to admission to, if and as played, Anaheim Ducks' home games at the Arena during Rounds 1 through 4 of the Playoffs (i.e., Western Conference Quarterfinals, Western Conference Semi Finals, Western Conference Finals, and Stanley Cup Final). Member will have the same seat location for the Playoff Tickets as Member's Regular Season Tickets provided that the availability of such location is subject to the NHL, the Arena and ADHC commitments and that Member has not breached any terms of this Agreement. The seat location will be identified on each Playoff Ticket. **Member may opt out of purchasing Playoff Tickets (if applicable) by completing and submitting the "Playoffs Opt Out Form" located at Member's "Ducks Account Manager" page at AnaheimDucks.com no later than the posted Playoff Opt Out Deadline. If ADHC does not receive Member's "Playoffs Opt Out Form" by the Playoff Opt Out Deadline, Member shall be responsible to pay the Playoff Ticket fee(s).** NOTICE TO EXISTING MEMBERS WHO ARE NOT PURCHASING 2023-24 PLAYOFF TICKETS: Members will receive Regular Season Tickets only and will not receive Playoff Tickets.

3. Automatic Renewal and Limitations. The term of this Agreement shall commence upon Member's signing and returning the Statement to ADHC or electronically submitting or processing payment through ADHC's online payment process, as applicable, (each, a "Signing") and shall conclude immediately following the Anaheim Ducks' last home game of the Season ("Term"), or immediately, at ADHC's sole discretion, upon Member's breach of any provisions of this Agreement. Subject in all respects to the last sentence of this Paragraph, the Term shall automatically be extended for successive NHL pre-seasons, regular seasons and post-seasons unless terminated by either party in accordance with the terms of this Agreement. By Signing the Statement, Member agrees that all fees for Tickets for all NHL pre-seasons, regular seasons and post-seasons during the Term ("Future Season Fees") shall be paid by the same method of tender and, if the Statement includes Member's credit card number a Credit Card Authorization is completed and submitted by Member, Member agrees that such credit card shall be charged for the Future Season Fees. ADHC will deliver to Member a statement for the Playoffs (if applicable) and the following season ("New Statement"), which shall include the fee for the Playoff Tickets for the Season (if applicable) and Regular Season Tickets for the following season and will make the New Statement available to Member by going to AnaheimDucks.com/myducksaccount and logging onto "Ducks Account Manager". **Member may terminate this Agreement and cancel Member's Tickets for the immediately following season by completing and submitting the "Opt Out Form" located at Member's "Ducks Account Manager" page at AnaheimDucks.com/renewals no later than thirty (30) days following the date of the Statement ("Opt Out Deadline").** The Opt Out Deadline will also be posted on the "Ducks Account Manager" page of AnaheimDucks.com/renewals. If ADHC does not receive Member's "Opt Out Form" by the Opt Out Deadline, the Agreement shall not be deemed terminated and Member shall be responsible to pay the fee(s) shown on the applicable New Statement and if written terms and conditions are provided to Member concurrent with the New Statement, such terms and conditions shall apply to the applicable season. **Notwithstanding anything to the contrary in this Agreement, 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, Member's failure to pay, Member'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 for renewal to Member under this Agreement.**

4. 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.

5. Assignment and Resale. 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 Member without ADHC's prior written consent to such assignment or transfer, which

consent may be conditioned or withheld in ADHC's sole discretion. Tickets may not be sold, assigned 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, the event of a sale or an attempted sale of fifty percent (50%) or more of the Tickets (by event or in the aggregate, regardless of method of sale) or a sale or an attempted sale of any of the Tickets in a manner or at a price in violation of this Agreement or any federal, state or local law or regulation, ADHC reserves the right, in its sole discretion, to limit or eliminate any of Member's rights or benefits described in this Agreement or provided to season ticket members generally (e.g., priority, rewards, etc.) and/or immediately cancel all or a portion of the Tickets, all without refund or offset of any kind (in addition to any penalties and/or fines imposed by applicable authorities).

6. Terrace Saver Program. Members who purchase Tickets for sections 401-408 or 437-444 in rows K-U are subject to the following additional limitations and restrictions. Tickets are non-transferrable and resale of the Tickets is prohibited. Member may not earn "Dedication Program" points for Member's purchase of the Tickets. ADHC reserves the right to restrict and change the method of delivery of or method of access to Tickets, limit or eliminate Member's access to the "Ducks Account Manager" page at AnaheimDucks.com and limit, modify or eliminate privileges that may be available to other season ticket members generally. ADHC reserves the right to change the location of the Tickets from time-to-time in locations of equal, lesser or greater value. In the event any terms of this Agreement conflict with or contradict this Paragraph, the terms in this Paragraph shall prevail.

7. Non-Refundable, Cancellation and Payment upon Breach. TICKETS ARE NON-REFUNDABLE, NON-RETURNABLE AND NON-EXCHANGEABLE. ADHC shall not be responsible to Member for the cancellation or non-performance of any game scheduled at the Arena due to any cause or circumstance beyond the control of ADHC, including without limitation strikes, lockouts, failure of utilities, restrictive laws or regulations, 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 Member to use any of the Tickets. Member 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 game from the Arena to an alternate venue in which case the 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 events and (b) ADHC has the right to terminate this Agreement or relocate the 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 Member or no longer offered for license to the public. Notwithstanding the foregoing, if a pre-season or regular season Anaheim Ducks home game at the Arena is cancelled due to a Force Majeure Event, ADHC shall provide Member with a credit for such cancelled game(s), which shall be added to Member's account for Member's use toward future Anaheim Ducks home game tickets (the "Credit"). Such Credit shall be calculated by multiplying the total fee due for the Regular Season Tickets by a fraction, the numerator of which is the number of unplayed pre-season and regular season games at the Arena due to such cancellation and the denominator of which is the total number of scheduled pre-season and regular season home games at the Arena during the Season. If Member has paid for an Anaheim Ducks home Playoff game at the Arena and such game is cancelled due to a Force Majeure Event, ADHC shall provide Member with a pro-rata Credit attributable to such unplayed Playoff game(s). 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 Member to reduce, setoff or withhold payment for the Tickets or terminate this Agreement, and Member 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 Member's breach of this Agreement), ADHC shall refund to Member a pro rata portion, as determined by ADHC in its reasonable business judgment, of the applicable prepaid ticket fees to reflect the loss of use of the affected 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 Member's breach of this Agreement, Member shall forfeit all monies paid to ADHC and Member's obligation to pay the outstanding balance, if any, of the total Ticket fees shall be accelerated making the full outstanding balance immediately due and payable to ADHC.

8. Excluded Events. Member 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.

9. Notices. The Member is obligated to promptly notify ADHC of any change of address. Such notice must be submitted through Member's "Account Update Form" available at AnaheimDucks.com/renewals or in writing which writing shall include the signature of the Member or authorized officer if Member is a legal entity. All written notices by Member 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.

10. 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 Member. 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 Member, in which case the original Tickets will be permanently disabled. Lost or damaged physical Tickets may be replaced by logging onto "My Account" 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 Member's Personal Account Executive in writing, in person, by email, or fax and providing a copy of Member's valid photo I.D. and details regarding the nature of the lost or damaged Ticket. ADHC reserves the right to charge Member a replacement fee for any replacement Tickets.

11. Preferred or Season Parking. The purchase of Tickets may, at ADHC's option, include the opportunity to purchase preferred or Season parking passes, subject to availability.

12. Changes to Seat Locations; Upgrades; Additional Tickets. For Ticket upgrades or additional 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 Member with the right to downgrade or reduce the number of Tickets.

13. Advertising and Promotions. 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 Statement regarding recognition of season ticket members, Member agrees that ADHC may use the primary name on Member's account for promotional purposes, including without limitation, public recognition of Member as a season ticket member for the Season and all future seasons.

14. 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, Member, on behalf of it and any person admitted by Member ("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 Member or Guests based upon information received or upon guidelines or requirements of governmental authorities and agencies, industry recommendations, or otherwise pursuant to ADHC's own guidelines, regulations or independent determination.

15. Personal Injury, Loss and Indemnification. MEMBER 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 Member'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. Member shall, at its sole cost and expense, defend (with counsel acceptable to the Indemnitees) the Indemnitees against any and all such Claims. Member 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 Member hereby releases the Indemnitees from any such claims or injuries.

Additionally, Member, 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. Member 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.

16. Restrictions; Compliance with Laws, Rules and Regulations. Member is responsible for all personal property brought to the Arena. While in the Arena or adjacent areas, Member 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 Member 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 HondaCenter.com for additional restrictions.

17. Accessible Seating. Designated accessible seating locations in the Arena are reserved for guests who require accommodations as a result of a disability. Should Member or guest require a seating accommodation as a result of a disability, Member 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 Member not require such seating accommodations, Member 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, Member'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 Member's seat location(s) to non-accessible seating locations or cancel the Tickets.

18. Payment. The total Ticket fees for the Tickets, payment amounts and payment due dates are shown on the Statement provided to Member by ADHC. To secure Member's seat location(s), Member must make the first payment by the due date shown on the Statement for the applicable Season. If at any time during the Season, Member's payments are not received by the due date set forth on the Statement, the barcodes on all unused Tickets will be disabled (prohibiting access to the Arena) permanently or until the account is paid in full, Member's seat locations will be released and Member will forfeit Member's priority, all in ADHC's sole discretion. Member may pay online at AnaheimDucks.com/myducksaccount or may provide ADHC with a valid credit card number. 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 Member's payment is rejected (e.g., NSF or declined credit card), ADHC may require Member to make all payments by using a specific method of tender. Member's cancellation, breach or early termination of this Agreement does not relieve Member from its obligations to pay all amounts shown on the Statement.

19. Payment Plans. In the event ADHC agrees that Member may make payments pursuant to a payment plan, ADHC will set forth the terms of such payment plan on Member's "My Ducks Account" at AnaheimDucks.com. Member must select the desired payment plan and complete the transaction as directed in order for the payment plan to be effective. Member shall process the payment plan through Member's "My Ducks Account" at AnaheimDucks.com.

20. Use of Images. Member grants to ADHC, AAM and its and their affiliates and partners, including without limitation, advertisers, a non-exclusive license to use Member'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.

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

22. Personal Information. ADHC may collect the following categories of personal information when Member 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.

23. Taxes. Member 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 Member's use of the Tickets, ADHC shall provide Member with an invoice and Member 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 Member as a result of this Paragraph.

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

25. 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 Member's breach of any provision of this Agreement shall not operate or be construed as a continuing waiver.

26. 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, Member 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.

27. Entire Agreement. This Agreement, together with the Statement contains the entire agreement and understanding of ADHC and Member 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.

28. 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.**