

## SCOTIABANK ARENA TICKET TERMS

### PLEASE READ THE FOLLOWING TERMS CAREFULLY AS THEY GOVERN YOUR RIGHTS UNDER THE TICKET.

1. This ticket is a revocable licence, and the holder of this ticket, on behalf of the holder and any accompanying minor, including a minor holding a separate ticket (individually and collectively, the “**Holder**”), acknowledges that the ticket is governed by the terms and conditions set out herein (the “**Terms**”). This ticket may be withdrawn and admission refused at any time upon refunding to Holder the Face Value (as defined below). The Holder agrees that this ticket licence is also subject any additional terms and conditions established by Maple Leaf Sports & Entertainment Partnership and/or its affiliates (“**MLSE**”), any applicable league and/or its affiliates, any applicable event promoter, and/or Scotiabank Arena (the “**Arena**”) which apply to the event for which this ticket is issued (the “**Event**”) (collectively, all such additional terms, “**Supplemental Terms**”). For greater certainty, Supplemental Terms include the Arena Code of Conduct (located at <https://www.mlse.com/legal/arena-code-of-conduct>) and any health and safety requirements and other terms located at <https://www.scotiabankarena.com>. By acceptance and/or use of this ticket and/or entering (or seeking entry into) the Arena, the Holder is deemed to have read these Terms and all Supplemental Terms and agreed to be bound by them.
2. **WARNING! OBJECTS AND PEOPLE MAY ENTER THE SPECTATOR AREA. SERIOUS INJURY CAN OCCUR (INCLUDING DEATH). STAY ALERT AT ALL TIMES. IF STRUCK OR INJURED, IMMEDIATELY CONTACT AN USHER. BY ATTENDING THE EVENT, YOU VOLUNTARILY ASSUME ALL RISKS AND DANGER OF PERSONAL INJURY AND ALL OTHER HAZARDS ARISING FROM OR RELATING IN ANY WAY TO THE EVENT, WHETHER OCCURRING PRIOR TO, DURING, OR AFTER THE EVENT.**
3. **ALL TICKET SALES ARE FINAL. NO REFUNDS OR EXCHANGES EXCEPT AS MAY BE PROVIDED UNDER THESE TERMS. THE SOLE AND EXCLUSIVE REMEDY (IF ANY) IF ADMISSION IS REFUSED OR REVOKED, OR THE EVENT IS CANCELLED AND NOT RESCHEDULED, IS A REFUND OF UP TO THE TICKET’S FACE VALUE PAID AT THE INITIAL POINT OF SALE (THE “FACE VALUE”). IN NO EVENT SHALL MLSE, LEAGUES, PROMOTERS, ARTISTS, AND/OR THE ARENA (AS APPLICABLE) BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR EXEMPLARY DAMAGES OF ANY KIND, OR ANY DAMAGES BEYOND THE FACE VALUE OF THE TICKET, INCLUDING, WITHOUT LIMITATION, ANY AMOUNT PAID IN EXCESS OF THE FACE VALUE FOR THIS TICKET.**
4. The Holder agrees not to create, transmit, distribute, misappropriate, or sell (or aid in creating, transmitting, distributing, misappropriating, or selling), in any media now or hereafter existing, any description, account (whether text, data, or visual, and including (without limitation) play-by-play data), picture, photograph, image, video, audio, livestream, or other form of exploitation or reproduction of the Event. This ticket may not be used for any form of commercial or trade purposes, including, but not limited to, advertising, promotions, contests, sweepstakes, giveaways, gambling, or gaming activities, without the express written consent of MLSE, the league, promoters, artists, and/or the Arena, as applicable.
5. The ticket and the Holder’s admission to the Arena are subject to all safety and health requirements and policies put in place by MLSE and/or the Arena, and, if applicable, leagues, promoters, and artists, including policies and requirements described in the Supplemental Terms or that may be communicated to the Holder prior to or during the Event (whether orally or in writing) by, for example, instructions provided by MLSE or Arena personnel or signage in or around the Arena (collectively, the “**Safety Requirements**”). The Holder acknowledges and agrees to comply with the Safety Requirements and acknowledges and agrees that attendance at the Event is conditioned on such compliance.

6. The Holder agrees that neither the Holder, nor anyone in the Holder's party, will attend the Event if they have been directed by a healthcare provider or public health authority to quarantine, isolate, or otherwise refrain from interacting with members of the public due to a diagnosis of or exposure to a communicable disease or illness, including the coronavirus SARS-COV-2 or any adaptation, mutation, or variation (collectively, "**Communicable Diseases**").
7. This ticket may not be resold or offered for resale on any platform other than a platform expressly authorized by the Arena. Without limiting the foregoing, any transfer of this ticket to any person who fails to satisfy any Safety Requirement may be voided by MLSE and this ticket cancelled.
8. This ticket's barcode only allows one entry per scan and cannot be used for re-entry once initially scanned. This ticket is valid only for the seat and Event for which it is issued. This ticket is not redeemable for cash. Unlawful resale or unlawful attempted resale of this ticket is grounds for seizure or cancellation without refund or compensation. This ticket may not be used for advertising, promotional (including contests and sweepstakes), or other trade purposes, without the express written consent of the Event promoter and MLSE. Tickets obtained from unauthorized sources may be lost, stolen, or counterfeit, and if so, are void.
9. Breach by the Holder of any of these Terms or Supplemental Terms, or the Holder's failure to comply with Safety Requirements, or the refunding to the Holder of the Face Value, shall: (i) automatically terminate any rights that the Holder may have under these Terms; (ii) render illegal and unauthorized the Holder's use of the ticket for any purpose; and (iii) authorize MLSE and/or the Arena to withdraw the ticket, refuse admission to the Arena, or eject the Holder from the Arena, without Refund (or additional payment in the event the Face Value has been refunded) to the Holder, and subject the Holder to all legal remedies available to MLSE, applicable leagues, promoters, artists, and the Arena, as applicable.
10. THE HOLDER EXPRESSLY ACKNOWLEDGES THAT AN INHERENT RISK OF EXPOSURE TO COMMUNICABLE DISEASES EXISTS IN ANY PLACE WHERE PEOPLE GATHER AND THAT NO PRECAUTIONS (INCLUDING THE SAFETY REQUIREMENTS DESCRIBED ABOVE) CAN ELIMINATE THE RISK OF EXPOSURE TO COMMUNICABLE DISEASES. A COMMUNICABLE DISEASE MAY BE EXTREMELY CONTAGIOUS AND MAY LEAD TO SEVERE ILLNESS AND DEATH. WHILE PEOPLE OF ALL AGES AND HEALTH CONDITIONS HAVE BEEN ADVERSELY AFFECTED BY COMMUNICABLE DISEASES, CERTAIN PEOPLE HAVE BEEN IDENTIFIED BY PUBLIC HEALTH AUTHORITIES AS HAVING GREATER RISK BASED ON AGE AND UNDERLYING MEDICAL CONDITIONS. THE HOLDER VOLUNTARILY ASSUMES ALL RISK AND DANGER OF PERSONAL INJURY (INCLUDING DEATH), SICKNESS (INCLUDING ILLNESS AND OTHER RISKS OF EXPOSURE TO COMMUNICABLE DISEASES), LOST, STOLEN, DAMAGED, OR CONFISCATED PROPERTY, AND ALL OTHER HAZARDS ARISING FROM, OR RELATED IN ANY WAY TO, THE EVENT, WHETHER OCCURRING PRIOR TO, DURING, OR AFTER THE EVENT, IN OR AROUND THE ARENA, HOWEVER CAUSED AND WHETHER BY NEGLIGENCE OR OTHERWISE.
11. On behalf of the Holder and the Holder's Related Persons (defined below), the Holder further hereby releases (and covenants not to sue) each of the Released Parties (defined below) with respect to any and all claims that the Holder or any of the Holder's Related Persons may have (or hereafter accrue) against any of the Released Parties and that relate in any way to: (i) exposure to a Communicable Disease; (ii) entry into, or presence within or around, the Arena or the Event (including all risks related thereto) or compliance with any protocols or Safety Requirements applicable to the Event; or (iii) any interaction between the Holder and the Holder's Related Persons, on the one hand, and any personnel of any of the Released Parties present at the Event, on the other hand, in each case whether caused by any action, inaction, or negligence of any Released Party or otherwise.

As used herein:

- "**Related Persons**" means the Holder's heirs, assigns, executors, administrators, next of kin, anyone attending the Event with the Holder or for whom Holder has obtained a ticket to the Event (which persons

the Holder represents have authorized the Holder to act on their behalf for purposes of these terms), and other persons acting or purporting to act on the Holder's or their behalf.

- **“Released Parties”** means: (i) MLSE, applicable leagues, promoters, and artists, and each of their respective direct and indirect owners, affiliates, players and coaches, administrators, designees, licensees, and other personnel; (ii) the direct and indirect owners, lessees, and sublessees of the Arena; (iii) all third parties performing services at the Arena; (iv) any parents, subsidiaries, affiliated, and related companies of each of the entities described in clauses (i)-(iii); and (v) the officers, directors, owners, members, managers, partners, employers, employees, agents, contractors, and sub-contractors (and employees of such contractors and sub-contractors), insurers, representatives, other personnel, successors, and/or assigns of each of the foregoing entities and persons described in clauses (i)-(iv), whether past, present, or future and whether in their institutional or personal capacities.
12. The Holder and the Holder's belongings may be searched upon entry into the Arena and/or other security checkpoints, prohibited items (which may include, without limitation, bags) may be confiscated at the sole discretion of MLSE, and the Holder hereby consents to the foregoing and waives any related claims that might arise against the Released Parties. If the Holder elects not to consent, the Holder will be denied entry into the Arena without refund or credit.
  13. The Holder grants permission to MLSE, applicable leagues, promoters, artists, and the Arena (and their respective designees and agents) to use the Holder's image, likeness, actions, voice, and statements in any live or recorded audio, video, film, or photographic display or other transmission, exhibition, publication, or reproduction made of, or at, the Event in any medium, whether now known or hereafter created, or context for any purpose, including commercial or promotional purposes, without further authorization or compensation. In addition, the Holder grants to the MLSE, applicable leagues, promoters, artists, and the Arena permission to collect, use, share, and store certain Holder facial and other biometric information as permitted by law, including for security purposes.
  14. If any provision or part of these Terms or the Supplemental Terms is held to be illegal, unenforceable, or ineffective, such provision or part thereof shall be deemed modified to the least extent necessary to render such provision legal, enforceable, and effective, or, if no such modification is possible, such provision or part thereof shall be deemed severable, such that all other provisions in and referenced in these Terms and the Supplemental Terms remain valid and binding.
  15. All Event dates and times are subject to change. The Holder acknowledges that the Event may be cancelled or rescheduled and that the Holder's sole and exclusive remedy in such circumstances is the refund of the Face Value. Lost, stolen, or counterfeit tickets will not be honoured.