

TICKET BACK TERMS

THIS TICKET (“**TICKET**”) IS A REVOCABLE LICENSE. BY PURCHASING AND/OR USING TICKETS TO A NATIONAL HOCKEY LEAGUE (“**NHL**”) GAME, HOLDER OF THIS TICKET AGREES THAT (1) USE OF SUCH TICKETS AND ADMISSION TO THE ARENA, STADIUM, OR VENUE (“**VENUE**”) IDENTIFIED IN THE TICKET IS CONDITIONED UPON HOLDER’S AGREEMENT TO THE TERMS AND CONDITIONS SET FORTH BELOW, AND (2) HOLDER WILL INFORM ANY GUESTS, COMPANIONS, OR OTHER PERSONS WHO WILL BE USING TICKETS PURCHASED BY OR RECEIVED FROM HOLDER THAT AS TICKET HOLDERS THEMSELVES, THEIR OWN USE OF SUCH TICKETS AND ADMISSION TO THE VENUE ARE ALSO CONDITIONED UPON THEIR AGREEMENT TO THE TERMS AND CONDITIONS BELOW.

TO THE EXTENT ENFORCEABLE IN THE APPLICABLE JURISDICTION, HOLDER, VENUE, AND NHL AGREE THAT ALL DISPUTES ARISING FROM THESE TERMS AND CONDITIONS SHALL BE LITIGATED IN COURT OR ARBITRATED ON AN INDIVIDUAL BASIS AND WAIVE ANY RIGHT TO LITIGATE IN COURT OR ARBITRATE ANY CLAIM AS A CLASS ACTION, REPRESENTATIVE ACTION, OR CLASS ARBITRATION.

SAFETY WARNING AND RELEASE/COMPLIANCE WITH NHL POLICIES

WARNING! DESPITE ENHANCED SPECTATOR SHIELDING MEASURES, PUCKS STILL MAY FLY INTO THE SPECTATOR AREA. SERIOUS INJURY CAN OCCUR. STAY ALERT AT ALL TIMES INCLUDING DURING WARMUP AND AFTER PLAY STOPS. IF STRUCK, IMMEDIATELY ASK USHER FOR DIRECTIONS TO MEDICAL STATION. HOLDER, ON BEHALF OF HOLDER AND ANY PERSON ACCOMPANYING HOLDER, INCLUDING MINOR(S), VOLUNTARILY ASSUMES ALL RISKS OF PROPERTY LOSS AND PERSONAL INJURY, ILLNESS AND ALL OTHER HAZARDS RELATED TO THE GAME AND ATTENDING THE VENUE FOR WHICH A TICKET IS ISSUED, WHETHER OCCURRING PRIOR TO, DURING OR AFTER THE GAME, INCLUDING SPECIFICALLY BUT NOT EXCLUSIVELY, THE DANGER OF INJURY BY HOCKEY PUCKS, STICKS AND OTHER EQUIPMENT, BY SPECTATORS OR PLAYERS, OR BY THROWN OBJECTS, AS WELL AS EFFECTS RELATED TO HUMAN CORONAVIRUSES, AND AGREES THAT THE NATIONAL HOCKEY LEAGUE, MAPLE LEAF SPORTS & ENTERTAINMENT PARTNERSHIP (“**MLSE**”), THE VENUE, THE NHL MEMBER CLUBS, NHL ENTERPRISES, L.P., NHL ENTERPRISES CANADA, L.P., THE NHLPA (INCLUDING CURRENT AND FORMER PLAYERS) AND EACH OF THEIR RESPECTIVE AFFILIATES, PARENTS, SUBSIDIARIES, AGENCIES, DEPARTMENTS, SUBDIVISIONS, RELATED ENTITIES, OWNERS, GOVERNORS, TRUSTEES, OFFICERS, DIRECTORS, PARTNERS, SHAREHOLDERS, MEMBERS, PRINCIPALS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE “**NHL Parties**”) ARE EXPRESSLY RELEASED FROM ANY AND ALL CLAIMS ARISING FROM OR RELATING TO SUCH CAUSES OR OTHERWISE OCCURRING AT OR IN CONNECTION WITH THE GAME, INCLUDING SPECIFICALLY BUT NOT EXCLUSIVELY CLAIMS ARISING FROM OR RELATING TO THE NEGLIGENCE OF THE NHL Parties.

IN NO EVENT WILL ANY NHL PARTY BE LIABLE TO HOLDER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR FOR LOST PROFITS, REVENUES OR BUSINESS OPPORTUNITIES EVEN IF SUCH NHL PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

HOLDER SHALL REVIEW CAREFULLY, AND ABIDE BY, THE POLICIES OF THE NHL PARTIES, INCLUDING WITHOUT LIMITATION THE NHL FAN CODE OF CONDUCT, THE VENUE CODE OF CONDUCT ([HTTPS://WWW.NHL.COM/FANS/FAN-CODE-OF-CONDUCT](https://www.nhl.com/fans/fan-code-of-conduct)), THE FAN GUIDE FOR THE EVENT AND ANY VENUE POLICIES, PROTOCOLS, OR PROCEDURES THE NHL MAY REQUIRE COMPLIANCE WITH OR VERIFICATION OF PRIOR TO OR AS A CONDITION OF ADMISSION TO THE VENUE, AS APPLICABLE (“**NHL POLICIES**”). MLSE RESERVES THE RIGHT TO REFUSE ADMISSION OR EJECT ANY PERSON THAT FAILS TO ABIDE BY ANY NHL POLICIES. NHL PARTIES RESERVE THE RIGHT TO MODIFY ANY NHL POLICIES WITHOUT NOTICE. IN THE EVENT ANY PROVISION OF THIS TICKET SHALL BE DEEMED TO BE INVALID, ILLEGAL, OR UNENFORCEABLE BY A COURT OF LAW OR AUTHORIZED ARBITRATOR, THE VALIDITY, LEGALITY, AND ENFORCEABILITY OF THE REMAINING PROVISIONS SHALL NOT IN ANY WAY BE AFFECTED OR IMPAIRED THEREBY.

NAME/LIKENESS RELEASE

BY USING THE TICKET(S) AND ATTENDING THE GAME, HOLDER, ON BEHALF OF HOLDER AND ANY PERSON ACCOMPANYING HOLDER, INCLUDING MINOR(S), GRANTS THE NATIONAL HOCKEY LEAGUE AND ITS MEMBER CLUBS, MLSE, THE VENUE, NHL ENTERPRISES, L.P., NHL ENTERPRISES CANADA, L.P., AND EACH OF THEIR RESPECTIVE AFFILIATES (COLLECTIVELY THE “**NHL ENTITIES**”) PERMISSION TO RECORD HIS/HER IMAGE, NAME, VOICE, LIKENESS, ACTIONS AND/OR STATEMENTS IN ANY IMAGE, FOOTAGE, OR DISPLAY,

WHETHER LIVE OR RECORDED, WHICH MAY BE TAKEN AT THE GAME OR AT THE VENUE, AND TO THE USE OF SAME BY THE NHL ENTITIES AT ANY TIME, FOR ANY PURPOSE (INCLUDING ADVERTISING OR PROMOTIONAL PURPOSES), AND IN ANY MEDIA NOW KNOWN OR SUBSEQUENTLY DEVELOPED WITHOUT ADDITIONAL COMPENSATION. THE NHL ENTITIES RESERVE THE RIGHT TO MODIFY ANY NHL POLICIES, INCLUDING THIS RELEASE, WITHOUT NOTICE.

UNAUTHORIZED COMMERCIAL USE OF TICKET / UNAUTHORIZED TRANSMISSION

GAME TICKETS MAY NOT BE USED FOR ADVERTISING, PROMOTION (INCLUDING CONTESTS AND SWEEPSTAKES) OR OTHER COMMERCIAL PURPOSES WITHOUT PRIOR WRITTEN CONSENT OF THE NHL AND/OR MLSE. ANY NON-EDITORIAL OR COMMERCIAL USE OF ANY NHL OR NHL CLUB MARK IS PROHIBITED WITHOUT PRIOR WRITTEN APPROVAL OF THE NHL. ANY UNAUTHORIZED TRANSMISSION, PICTURE OR OTHER DEPICTION OR DESCRIPTION OF ANY GAME ACTION, GAME INFORMATION OR OTHER VENUE ACTIVITY IS PROHIBITED WITHOUT PRIOR WRITTEN APPROVAL OF THE NHL. **NHL PARTIES RESERVE THE RIGHT TO MODIFY ANY NHL POLICIES WITHOUT NOTICE.**

ALL TICKET SALES ARE FINAL. NO REFUNDS, CREDITS OR EXCHANGES EXCEPT AS PROVIDED HEREIN. 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 set by the Team (less any discounts received at the time of purchase) (the "**Face Value**"). IN NO EVENT SHALL THE TEAM, NHL, MLSE OR THE VENUE 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 FACE VALUE FOR THIS TICKET. All Event dates and times are subject to change. The Holder acknowledges that the Event may be cancelled or rescheduled. Lost, stolen, or counterfeit tickets will not be honored.

INSPECTION

The Holder and the Holder's belongings may be searched upon entry into the Venue and/or other security checkpoints, prohibited items (which may include, without limitation, bags) may be confiscated at the sole discretion of the NHL, MLSE and/or the Venue, and the Holder hereby consents to the foregoing and waives any related claims that might arise against the NHL, MLSE or the Venue. If the Holder elects not to consent, the Holder will be denied entry into the Venue without refund or credit.