

TICKET PURCHASE AND USE TERMS AND CONDITIONS

BALL ARENA

PLEASE READ THE FOLLOWING TERMS CAREFULLY, AS THEY GOVERN YOUR RIGHTS UNDER THE TICKET AND CONTAIN A BINDING, INDIVIDUAL ARBITRATION AND CLASS-ACTION WAIVER PROVISION BY WHICH YOU GIVE UP THE RIGHT TO FILE A LAWSUIT IN COURT INDIVIDUALLY AND FILE A LAWSUIT IN COURT OR ARBITRATE AS PART OF A CLASS ACTION WITH RESPECT TO ANY DISPUTES RELATING TO THE TICKET OR THE EVENT FOR WHICH IT IS ISSUED.

BY TENDERING PAYMENT FOR A TICKET (DEFINED HEREIN), ACCEPTING A TICKET, AND/OR USING A TICKET, HOLDER (DEFINED HEREIN) SIGNIFIES ACCEPTANCE OF AND AGREEMENT TO BE BOUND BY THESE TERMS AND CONDITIONS.

This Agreement ("Agreement") is made by and between the purchaser of record of a Ticket Package (defined below) ("Account Holder"), the purchaser of record of a Single Event Ticket (defined below) and/or the person who uses a Ticket (defined below) to enter Ball Arena (the "Venue") for an Event (defined below), as applicable (each, a "Holder"), on the one hand, and Kroenke Sports & Entertainment, LLC ("KSE") on the other hand (collectively, "Parties") governing Holder's purchase and/or use of ticket(s) for admission and seating ("Ticket(s)") to attend an Event at the Venue. An "Event" includes game of the Colorado Avalanche ("Avalanche"), Colorado Mammoth ("Mammoth") or Denver Nuggets ("Nuggets") ("Team Game(s)") specified on the applicable Ticket and/or any other public event specified on the applicable Ticket. Each of the Avalanche, Mammoth and Nuggets may be referred to as a "Team" and collectively as the "Teams". As determined solely by KSE, Tickets may be offered for a single, specified Event ("Single Event Ticket(s)") or through a package providing Account Holder the right to purchase Tickets to multiple Team Games in one transaction ("Ticket Package(s)"). This Agreement and applicable terms contained herein apply to Ticket Packages and Single Event Tickets, as detailed below. For the avoidance of doubt, any reference to Teams and Leagues (defined herein) in the Agreement will apply with respect to the Team Games of such Team only. In consideration of the following promises and mutual covenants, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

I. TERMS AND CONDITIONS OF TICKET USE.

1. TICKETS. Each Ticket, whether a Single Event Ticket or as part of a Ticket Package, represents a limited, revocable license to enter the Venue to attend the specific Event listed on the applicable Ticket. No person, except for attendees under the age of three years, may enter the Venue without a Ticket. Re-entry is prohibited. Failure to comply with this Agreement shall result in forfeiture of this license for the Event and/or any future Event(s) (at KSE's sole discretion), and all rights arising hereunder, without refund or credit, and shall entitle KSE to pursue all legal remedies available.

2. LIMITATIONS AND CONDITIONS TO USE.

A. Compliance with Laws and Venue Rules. Holder will be bound by all terms and conditions upon which Tickets for admission to the Event and Venue are issued, and will observe at all times the rules, regulations, policies and limitations related to admission, behavior and Venue use, including, but not limited to, any Venue or League issued security policies, fan code of conduct policies, the Agreement, policies and prohibitions against deceptive trade practices, health and safety policies and assessments, and applicable bag policies, as determined on an on-going basis as set forth herein ("Venue Rules"), and all applicable laws, statutes, rules, regulations, guidelines, decisions and orders of any applicable federal, state or local governments, administrative agencies and commissions (collectively, "Laws"), as well as any additional terms and conditions established by the applicable League(s) and/or its/their affiliates, and any operator of the Venue or related grounds (including, without limitation, parking areas and entry gates) (collectively, "Supplemental Terms"). Supplemental Terms include, but are not limited to, any health and safety requirements and other terms, as may be updated from time to time, set forth at the following URL: BallArena.com/NewSafetyProtocols. KSE, the Venue and each Team (as applicable) reserves the right to refuse admission, eject, and/or revoke the right to enter or remain in the Venue, without refund, for anyone failing to comply with the Venue Rules or Laws or engaging in any misconduct, as determined by the Venue in its sole discretion. The then-current Venue Rules can be found on the Venue's website and are available for review upon request from a Guest Relations Specialist at the Venue. Each policyholder (e.g., Venue, League, etc.) reserves the right, at any time and with or without notice to Holder, to amend, modify or supplement its respective rules and policies (e.g., Venue Rules, Supplemental Terms, etc.) as it deems necessary, in its sole discretion, on an on-going basis and it is Holder's obligation to be familiar with and comply with the applicable rules and policies (e.g., Venue Rules, Supplemental Terms, etc.) in effect at the time a Ticket is used.

B. Tickets Limits and Method of Purchase. KSE reserves its right to set a limit to the number of Tickets that a Holder can purchase, control, coordinate, manage, and/or direct in connection with an Event or as part of a Ticket Package (the “Authorized Limit”). Any purchase of Tickets in excess of the Authorized Limit, whether for any one Event or as part of a Ticket Package, must only be purchased through KSE’s group sales department(s). The default Authorized Limit is eight (8) Tickets per Event, unless an Event expressly states that it has a different Authorized Limit. KSE reserves its right to adjust or waive the Authorized Limit if KSE determines in its sole discretion that individualized circumstances warrant such adjustment. Determinations of whether a Holder has complied with or violated the Authorized Limit are made by KSE based on information available to it (e.g., account, household, credit card, email address, street address, other personally identifiable information, another tie or relation, etc.). A prospective purchaser shall not avoid the Authorized Limit by purchasing, controlling, coordinating, managing or directing Ticket and/or Ticket Package purchases through the use of agents, representatives, or third parties; aliases; separate forms of payment; separate corporate entities; account(s) created for the purpose of, or used, to purchase Ticket(s) or Ticket Package(s) to hide or conceal the purchaser or Account Holder’s identity, fraud; or other means. Any attempt to avoid or purchase in excess of the Authorized Limit through the foregoing means is considered a violation of this Agreement, and KSE reserves its right to withhold distribution of, deactivate, and/or cancel Ticket(s) or Ticket Package(s) and/or to terminate any account determined by KSE to have violated the same. Holder represents and warrants that Holder has the right to provide any information (account, household, payment, email address, street address, other personally identifiable information, another tie or relation, etc.) submitted by, through, or at the direction of Holder to purchase or use a Ticket or Ticket Package, and that such information is accurate, consistent, and not intended to mislead, deceive, or otherwise circumvent any applicable law, regulation, rule, or policy. KSE reserves the right to enforce this Section I.2.B (e.g., Authorized Limit violation, representation and warranty violation, etc.), including, but not limited to, by refusing to sell Tickets that would cause this policy to be violated, by withholding, revoking, and/or cancelling (some or all) Tickets or Ticket Packages associated with any account determined by KSE to have violated this policy, and/or by terminating any account determined by KSE to have violated this policy. KSE also reserves the right to make determinations and exceptions to this policy (e.g., Authorized Limit, etc.), in its sole discretion.

C. Deceptive Trade Practices. Colorado law restricts the purchase of tickets in excess of the applicable Authorized Limit for an online event ticket sale with the intent to resell. In accordance with Colorado Revised Statutes § 6-1-720(1)(a), it is a deceptive trade practice and unlawful, in the course of one’s business, vocation, or occupation, to use or cause to be used “a software application that runs automated tasks over the internet to access a computer, computer network, or computer system, or any part thereof, for the purpose of purchasing tickets in excess of the applicable Authorized Limit for an online event ticket sale with the intent to resell such tickets” or use or cause to be used “a software application that runs automated tasks over the internet that circumvents or disables any electronic queues, waiting periods, or other sales volume limitation systems associated with an online event ticket sale.” Accordingly, KSE reserves the right to withhold distribution of, deactivate, and/or cancel Ticket(s) purchased, and/or to terminate any account, determined by KSE to have violated Colorado Revised Statutes § 6-1-720(1) or any other similar applicable federal, state, or local law. If KSE exercises any such reserved rights (except where provided elsewhere in this Agreement), as applicable, (i) KSE will issue a refund to the original purchaser the prorated original purchase price amount already paid to KSE at the original point of sale for such cancelled Ticket(s), or (ii) the original purchaser (or other person or entity on record) will immediately pay the outstanding balance of any amounts due to KSE by them for any remaining (non-cancelled) purchased Ticket(s) that have not been paid for in their entirety.

D. Fraud and Misconduct. It is hereby considered fraud, misconduct and a violation of the Venue Rules to: (i) use, or cause to be used, an internet website to display any combination of text, images, web designs, or internet addresses, that causes such website to appear substantially similar to the internet website of the Venue; (ii) advertise, offer for sale, or contract for the resale of a Ticket, or accept full or partial consideration for resale of a Ticket, unless the applicable Ticket matches the resale description as advertised; (iii) advertise, offer for sale, or contract for the resale of a Ticket, unless such Ticket that is the subject of a resale event is actually in the possession or constructive possession of the Ticket Holder which includes any person who has a written contract to obtain such Ticket or the applicable Ticket has been made available to the public by the Ticket Holder, including, without limitation, through a presale, fan club presale or any other promotional presale event; (iv) file a formal dispute with a card issuer, credit card company, or bank to initiate a transaction reversal (e.g., chargeback, etc.) when there is not a legitimate dispute between KSE and the Holder; (v) purchase Ticket(s) or Ticket Package(s) with a stolen credit card or fraudulent payment information; and/or (vi) provide any inaccurate, deceptive, inconsistent, or otherwise misleading information (account, household, payment, email address, street address, other personally identifiable information, another tie or relation, etc.) to purchase and/or use a Ticket or Ticket Package (e.g., an Account Holder’s payment information and address on their Account not matching, etc.). KSE reserves the right to enforce this Section I.2.D, including, but not limited to, by refusing to sell Tickets

that would cause this policy to be violated, by withholding, revoking, and/or cancelling (some or all) Tickets or Ticket Packages associated with any account determined by KSE to have violated this policy, and/or by terminating any account determined by KSE to have violated this policy. KSE also reserves the right to make determinations and exceptions to this policy, in its sole discretion. THE AUTHORIZED SELLER OF TICKETS FOR THE VENUE IS TICKETMASTER.COM. KSE IS NOT RESPONSIBLE FOR ANY TICKETS PURCHASED THROUGH ANY THIRD PARTY. CONSUMERS SHOULD EXERCISE DUE DILIGENCE IN THEIR PURCHASE OF ANY TICKETS FOR EVENTS AT THE VENUE THAT THEY DID NOT PURCHASE THROUGH TICKETMASTER.COM.

E. Personal Property. KSE, the Venue and Teams are not responsible for loss of personal property brought to and/or into the Venue or surrounding property (including, but not limited to, parking lots).

F. Searches. Holder and 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 KSE, the Venue, the Teams, the Leagues, and/or their designated agents, and Holder hereby consents to the foregoing and waives any related claims that might arise against KSE, the Teams, the Venue, and/or the Leagues. If Holder elects not to consent, Holder will be denied entry into the Venue without refund or credit.

G. Recording and Broadcast Rights. The Leagues (defined below), the Teams and their respective broadcast partners are the sole holders of all rights in and to all television, radio, internet or any other broadcast of the applicable Team Games and other Events. Holder will not, directly or indirectly, create, transmit, distribute, misappropriate or sell (or aid in the transmission, distribution, misappropriation or sale), in any media now and hereinafter existing, any description, account (whether text, data or visual, and including (without limitation) play-by-play data), picture, video, audio or other form of exploitation reproduction of any Team Game, Team Game-related activity or any Event (collectively, the "Event Works"). Holder agrees that by using a Ticket, Holder shall be deemed to have signed such Ticket, agreed to such Ticket terms, and granted KSE, the Venue, the Teams and the Leagues an exclusive worldwide, irrevocable, perpetual, sub-licensable, royalty-free license to all rights associated with the Event Works. Violators are subject to ejection, in addition to all penalties and remedies provided by law, and in this Agreement.

H. Accessible Seating. Designated accessible locations in the Venue are reserved for guests who require disability accommodations of those locations. The Venue provides wheelchair-accessible seating in designated locations, and movable seating will be provided for these locations. Only those requiring the features of wheelchair-accessible seating, and their companion(s), may purchase and/or use Tickets in designated locations for wheelchair-accessible seating. Additional companion seats may be purchased for nearby seating locations, subject to availability. The Venue also provides designated aisle seats (including seats that can be accessed without steps, designated aisle seats, or seats located close to exits) for guests who require such accommodations, but do not require wheelchair-accessible seating. Should a Holder not require the accessible seating accommodation provided in the location for which a Ticket is issued, KSE or the Venue reserve the right to exchange the Ticket(s) for alternate seat locations determined solely by KSE or the Venue, subject to availability. Purchasers may be required to attest that they have a disability that requires, or they are purchasing Ticket(s) for someone who has a disability that requires, the features of an accessible seat. These steps may be used in all sales, including without limitation those over the Internet.

If Holder does not require the accessibility accommodation provided in the location for which a Ticket is issued, KSE or the Venue reserve the right to exchange the Ticket(s) for alternate seat locations determined solely by KSE or the Venue, subject to availability. If accessible seating has been purchased fraudulently, the purchaser is subject to investigation and/or relocation.

I. Promotions/Sweepstakes. No Ticket may 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 prior written consent of KSE and the Leagues, as applicable, for each use. Any non-editorial or commercial use of any League or Team trademark is prohibited without prior written approval of such League and/or Team, as applicable, for each use.

J. Consent/Use of Image. Holder grants permission to KSE, the Venue and the respective Team and League (as applicable), and each of their respective sponsors, licensees, advertisers, broadcasters, designees, partners and agents a fully transferrable right and license, but not the obligation, to utilize, distribute, edit, modify and/or alter Holder's, and any Related Person's (defined below), image, likeness, actions 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 perpetuity, in any medium, whether now known or hereafter created, or context for any purpose, including without limitation commercial or promotional purposes, without further authorization, review or compensation. Additionally, Holder grants the respective Venue, Team and League

permission to collect, use, share and store certain Holder's, and any Related Person's, facial and other biometric information as permitted by law, including without limitation for security and/or health purposes.

3. RISKS AND WAIVER OF LIABILITY

A. Lost Tickets. Neither KSE nor the Team (as applicable) is responsible for lost, stolen, misplaced or forgotten Tickets. At the sole discretion of KSE, Tickets may be replaced for an additional cost. If a replacement Ticket is issued, such replacement Ticket will be honored over the original Ticket, and the original Ticket will be null and void.

B. Assumption of Risk. HOLDER OF THIS TICKET, ON BEHALF OF THEMSELF AND ANY RELATED PERSON, VOLUNTARILY ASSUMES ALL RISKS AND DANGERS of personal injury (including without limitation disability or death), illness, and all hazards arising from, or related in any way to, the Event or any surrounding activities (in whole or in part) for which this Ticket is issued, including specifically but not exclusively the danger of injury by another person, hockey pucks, hockey sticks, flying balls, drones, facility conditions, and other equipment, or by thrown objects, and other hazards associated with attending live events in a public forum, using a Ticket, and/or **becoming exposed to or contracting an illness (as defined in Section I.5 below)**, whether occurring prior to, during, or after the Event, around or inside the Venue, howsoever caused and whether by negligence or otherwise. Except to the extent due to their own gross negligence or willful misconduct, to the maximum extent permitted by law, KSE, the Teams, the Venue, the Leagues, the City and County of Denver, all third parties performing services at the Venue, each of their parent(s), subsidiaries, affiliates, related entities, vendors, sponsors and political subdivisions, and each of the aforementioned entities' respective officials, officers, directors, partners, shareholders, owners, governors, alternate governors, members, employees, agents, successors and assigns, whether past, present or future and whether in their institutional or personal capacities (collectively, the "Released Parties") are not liable or responsible for any loss, damage, injury, disability, or death to any person or property prior to, during, or after the Event, around or inside the Venue, or otherwise in connection with any Event or ancillary event/activity resulting from any cause.

WARNING! DESPITE ENHANCED SPECTATOR SHIELDING MEASURES, PUCKS, STICKS, BALLS, EQUIPMENT, AND OTHER EVENT-RELATED ITEMS STILL MAY FLY INTO THE SPECTATOR AREA. SERIOUS INJURY, DISABILITY, AND/OR DEATH CAN OCCUR. STAY ALERT AT ALL TIMES, ALSO INCLUDING DURING WARMUP AND AFTER PLAY STOPS. IF STRUCK, IMMEDIATELY ASK AN USHER FOR DIRECTIONS TO A MEDICAL STATION.

C. Waiver of Liability. On behalf of Holder and Holder's Related Persons (defined below), Holder RELEASES, WAIVES, DISCHARGES, HOLDS HARMLESS and COVENANTS NOT TO SUE each of the Released Parties with respect to any and all claims, including without limitation for negligence and/or wrongful death, disability, injury, or illness, that Holder or any of Holder's Related Persons may have (or hereafter accrue), against any of the Released Parties, that relate to any of the risks, hazards, and/or dangers described in the preceding paragraph, without limitation with respect to any claim, liability, damage, cost, expense, or demand of whatever kind or nature that arise out of or relate in any way to (i) Holder's exposure to an Illness; (ii) Holder's entry into, or presence within or around, an Event at or near the Venue (including without limitation all risks related thereto, and including without limitation in parking areas or entry gates) or compliance with any protocols or Security Requirements applicable to each Event; (iii) any interaction between Holder and any personnel of any of the Released Parties or another person present at an Event; or (iv) any act or omission on the part of any of the Released Parties in connection with monitoring or policing protocols applicable to any Event, in each case whether caused by any action, inaction or negligence of any Released Party or otherwise. Holder further represents and warrants that Holder's Related Persons (or, as applicable, their parent or guardian) have reviewed this Agreement and separately agreed to its terms and conditions. TO THE EXTENT THAT HOLDER OR ANY OF RELATED PERSONS, OR PERSONS WHO CLAIM THAT THEY CONTRACTED AN ILLNESS FROM HOLDER OR HOLDER'S RELATED PERSONS, FILE A CLAIM, SUIT OR ARBITRATION AGAINST ANY OF THE RELEASED PARTIES ARISING FROM OR RELATING TO THESE TERMS OR AN EVENT AT THE VENUE, HOLDER HEREBY AGREES TO FULLY INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASED PARTIES AGAINST SUCH CLAIM, SUIT OR ARBITRATION TO THE FULLEST EXTENT PERMITTED BY LAW. IT IS ACKNOWLEDGED AND AGREED THAT THE RELEASED PARTIES ARE USING COMMERCIALY REASONABLE EFFORTS TO ENSURE AND ENFORCE COMPLIANCE WITH APPLICABLE CDC GUIDELINES AND STATE AND LOCAL LAWS FOR PROTECTION AGAINST COVID-19 ("COVID-19 BEST PRACTICES") AND OTHER REASONABLE ILLNESS PREVENT PRACTICES, HOWEVER, NOTWITHSTANDING, HOLDER AGREES TO RELEASE, DISCHARGE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASED PARTIES FOR ANY FAILURE OF THE RELEASED PARTIES TO ENSURE OR ENFORCE ANY COVID-19 BEST PRACTICES OR OTHER REASONABLE ILLNESS PREVENTION PRACTICES. "Related Person(s)" means Holder's heirs, assigns, executors, administrators, next of kin, anyone

attending the Event with Holder or for whom Holder has obtained an Event Ticket, including but not limited to any minor(s) or ward(s) for whom Holder is a parent or guardian, (which persons Holder represents have authorized Holder to act on their behalf for purposes of the release herein), and other persons acting or purporting to act on Holder's or their behalf.

4. GENERAL TERMS

A. Arbitration; No Class Actions. Should any current or future dispute, claim or cause of action related to a Ticket, Event, or this Agreement arise between Holder or a Related Person and KSE, the Venue, a Team and/or League, Holder or the Related Person shall send a written notice describing the dispute (a "Dispute Notice") to KSE Legal Department, 1000 Chopper Circle, Denver, CO 80202. Holder or the Related Person and KSE, the Venue, the applicable Team and/or League agree to make a good-faith effort to resolve the dispute for at least sixty (60) days (the "Negotiation Period") following receipt of the Dispute Notice. If the parties cannot resolve the dispute within the Negotiation Period, the dispute shall be resolved by mandatory, confidential, final, and binding individual arbitration held before a neutral, single arbitrator in Denver, CO conducted by the Judicial Arbitration Mediation Services, Inc. ("JAMS") in accordance with the JAMS Comprehensive Arbitration Rules and Procedures effective June 1, 2021. The costs of such arbitration shall be split evenly among the parties, except upon an arbitrator's finding that such split renders the arbitration cost-prohibitive to Holder or the Related Person. **Any and all issues relating or pertaining to arbitration or this arbitration clause, including but not limited to the threshold question of arbitrability or the enforceability or validity of this arbitration clause shall be delegated exclusively to the arbitrator selected pursuant to this provision. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. HOLDER, EACH RELATED PERSON, KSE, VENUE, TEAM AND LEAGUE (AS APPLICABLE) AGREE THAT ALL DISPUTES SHALL BE 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. IF HOLDER OR A RELATED PERSON DOES NOT CONSENT TO THIS CLAUSE, HOLDER OR THE RELATED PERSON (AS APPLICABLE) MUST IMMEDIATELY LEAVE OR NOT ENTER THE VENUE.**

B. Waiver and Amendment. Failure to enforce any provision of this Agreement will not be a waiver or prevent enforcement of the same or any other provision of this Agreement. KSE may amend or supplement the terms and conditions of this Agreement as it deems necessary on an on-going basis. By accepting and/or using a Ticket, Holder (on behalf of themselves and any Related Person for whom Holder is legally authorized to contract on their behalf) and, as applicable, each Related Person is deemed to have read and agreed to the terms of this Agreement then in effect.

C. Entire Understanding. Other than any language appearing on or with a Ticket, or any terms applicable to the purchase or acquisition of a Ticket, such as, by way of non-exclusive example, Ticketmaster's terms and conditions, which are incorporated by reference, this Agreement is the entire understanding and agreement between the parties with regard to its terms. In the event of a conflict between Ticketmaster's terms and these terms and conditions, these terms and conditions will apply.

D. Headings. The titles of the articles, headings, sections, and subsections of this Agreement are for convenience only, and do not define or limit the contents.

E. Severability. If any provision or part of this Agreement 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 this Agreement and any Venue Rules and Supplemental Terms remain valid and binding.

5. COVID-19 AND OTHER ILLNESS-SPECIFIC TERMS

A. Safety Requirements. Each Ticket and Holder's and any Related Person's admission to the Venue are subject to all safety and health requirements and policies put in place by the Venue, Team and League (as applicable), including without limitation any requirements relating to coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation or variation thereof, collectively, "COVID-19"), such as those relating to facemasks and/or enhanced health screenings (which may include without limitation a requirement that Holder and any Related Person be tested for and/or vaccinated for COVID-19 prior to an Event) and those policies and requirements set forth herein. Such policies and requirements as they may be updated from time to time (in the sole determination of the Venue, Team and/or League, as applicable) and as they may be communicated to Holder prior to or during an Event (whether orally or in writing) by, for example, posting on the Venue website or instructions provided by Team or Venue personnel or signage in or around the Venue, are collectively referred to below as the "Safety Requirements". Holder and each Related Person acknowledges and agrees to comply with the Safety Requirements (including without limitation all requirements that must be satisfied

prior to or during an Event) and acknowledges and agrees that attendance at an Event is conditioned on such compliance.

B. Assumption of Risk. BY ATTENDING AN EVENT, HOLDER EXPRESSLY ACKNOWLEDGES AN INHERENT RISK OF EXPOSURE TO COVID-19 AND/OR OTHER ILLNESS EXISTS IN ANY PLACE WHERE PEOPLE GATHER AND THAT NO PRECAUTIONS (INCLUDING WITHOUT LIMITATION THE SAFETY REQUIREMENTS DESCRIBED ABOVE) CAN ELIMINATE THE RISK OF EXPOSURE TO COVID-19 AND/OR OTHER ILLNESS. COVID-19 IS AN EXTREMELY CONTAGIOUS DISEASE THAT CAN LEAD TO SEVERE ILLNESS, DISABILITY, AND/OR DEATH. WHILE PEOPLE OF ALL AGES AND HEALTH CONDITIONS HAVE BEEN ADVERSELY AFFECTED BY COVID-19, CERTAIN CATEGORIES OF PEOPLE HAVE BEEN IDENTIFIED BY PUBLIC HEALTH AUTHORITIES AS HAVING GREATER RISK BASED ON AGE AND UNDERLYING MEDICAL CONDITIONS. HOLDER AND EACH RELATED PERSON VOLUNTARILY ASSUME ALL RISKS AND DANGERS of personal injury (including without limitation disability and/or death), sickness (including without limitation illness and other risks of exposure to COVID-19, or and any strains, variations, adaptations or mutations thereof, the coronavirus that causes COVID-19 and/or any other communicable and/or infectious disease, virus, bacteria or illness or the causes thereof each, an "Illness"), 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, around or inside the Venue, or otherwise in connection with any Event or ancillary event/activity, however caused and whether by negligence or otherwise.

C. COVID-19 Health Promise. In order to help mitigate the risk of transmission of COVID-19, Holder agrees on behalf of Holder and Holder's Related Persons (defined below), that Holder or the affected Related Person (as applicable) will not attend any Event if any one or more of the following is true on the day of such Event:

- Within the prior ten (10) calendar days, such individual has tested positive for COVID-19; or
- Within the prior five (5) calendar days, such individual was exposed to someone who has tested positive for COVID-19 while such individual was not (i) up-to-date on vaccination against COVID-19 (as defined by the Centers for Disease Control and Prevention ("CDC")), or (ii) recently recovered from a confirmed prior infection of COVID-19 within the past ninety (90) calendar days; or
- Within the prior twenty-four (24) hours, such individual has experienced symptoms of COVID-19 (e.g., a fever of 100.4°F or higher, cough, shortness of breath or difficulty breathing, chills, repeated shaking, muscle pain/achiness, headache, sore throat, new loss of taste or smell, nasal congestion, runny nose, vomiting, nausea, diarrhea, fatigue or any other symptoms associated with COVID-19 identified by the CDC ("COVID-19 Symptoms")); anyone who is fully vaccinated but experiences any of the COVID-19 Symptoms identified above within the twenty-four (24) hours prior to the Event should nevertheless consult a healthcare provider and receive a negative test result for COVID-19 before attending; or
- Within the prior fourteen (14) calendar days, any such individual has travelled to a state or international territory identified by federal or applicable local governments as being subject to travel or quarantine advisories due to COVID-19.

D. Specific Event Health and Safety Protocols. Certain Events, seating locations and/or experiences may require additional health and safety guidelines or requirements at the request of the promoter, touring artist or in accordance with League protocols which could include, without limitation, requirements to provide proof of COVID-19 vaccination, provide proof of a negative COVID-19 test and/or mandatory facemask requirements (collectively, "Event-Specific Safety Protocols"). Holder and each Related Person agrees to comply with all such Event-Specific Safety Protocols as a condition of entry into the Venue for such Events. These requirements are subject to change at any time. Please visit BallArena.com/NewSafetyProtocols for the most up-to-date Safety Requirements and list of Events requiring Event-Specific Safety Protocols.

6. 1099 REPORTING. The IRS may require ticket vendors to report the amounts Holder receives for selling or reselling tickets on such ticket vendor's marketplaces. Ticket vendors are generally required to file a Form 1099-K report with the IRS if the gross amount of a Holder's transactions on their marketplaces is \$600 or more in a calendar year and will need to collect Holder's Social Security Number or Employer Identification Number. Ticket vendors will generally provide Holder with a copy of the Form 1099-K by January 31 of the following year. Some state taxing authorities may also require ticket vendors to report when Holder has made at least \$600 in transactions on their marketplaces, although some states may require reporting based on different thresholds. When required, such ticket vendor will generally provide Holder with a copy of any required state forms.

7. HOLDER/RELATED PERSON BREACH. Breach of any of these terms (including without limitation any Venue Rules, Supplemental Terms, or representations and warranties) by Holder or a Related Person and/or failure to comply with Venue rules, instructions of Venue personnel, or the rules of the Leagues or the Teams, shall: automatically terminate any rights that Holder may have hereunder; shall render illegal and unauthorized

any use of a cancelled Ticket for any purpose; and shall authorize the Venue, the Teams and/or the Leagues to, without any requirement to provide a refund or credit, withdraw the Ticket(s), refuse admission to the Venue, eject Holder and/or any Related Person from the Venue, or detain or cause the arrest of Holder and/or any Related Person, and/or subject Holder and/or any Related Person to all legal remedies available to the Venue, Teams, and/or Leagues.

II. ADDITIONAL TERMS SPECIFIC TO SINGLE EVENT TICKET PURCHASES ONLY

1. ALL TICKET SALES ARE FINAL. NO REFUNDS, CREDITS OR EXCHANGES, EXCEPT AS PROVIDED HEREIN. THE SOLE AND EXCLUSIVE REMEDY, including without limitation for if Holder and/or a Related Person is denied entry for not complying with Safety Requirements and/or a mandatory mask policy, if Venue capacity limitations result in Holder's Ticket(s) being cancelled, or if the Event is cancelled, rescheduled or postponed for any reason (or held without fans), is an account credit or a refund (as determined by KSE in its sole discretion) to the original purchaser of the original purchase price of the Ticket already paid to KSE at the original point of sale for such affected Ticket(s); however, the original purchaser of the affected Ticket(s) must request such remedy within thirty (30) calendar days of the original Event date to be eligible for it (otherwise, no remedy will be owed). Once an Event begins, it is deemed fully performed and no refunds or credits will be given. No refund, credit, or other remedy will be owed if Holder and/or a Related Person is ejected from the Venue, breaches this Agreement, fails to comply with Venue Rules, Supplemental Terms, or any other applicable laws, rules, or regulations, as provided herein. Further, KSE's and/or any of the other Released Parties' liability for breach of any term of this Agreement shall not exceed the original purchase price of the Ticket. **IN NO EVENT SHALL KSE OR ANY OF THE RELEASED PARTIES BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY AMOUNT PAID IN EXCESS OF THE ORIGINAL PURCHASE PRICE OF THE TICKET.**

2. EVENT TIMES AND SEAT RELOCATION. The date and time of the Event (and the opening of Venue gates/doors) are subject to change at KSE's sole discretion, and no such change shall entitle Holder to a refund, credit, or any other remedy if Holder cannot attend the Event, except as specifically stated otherwise herein. KSE reserves the right to relocate and/or revoke specific seat locations due to Venue modifications, Safety Requirements, Laws, and/or other circumstances, as deemed appropriate by KSE in its sole and absolute discretion.

III. ADDITIONAL TERMS SPECIFIC TO TICKET PACKAGES ONLY

1. ACCOUNT.

A. **Ticket Statement.** After submitting an order or establishing a ticket account for a Ticket Package (the "**Account**"), Account Holder will receive an invoice or written confirmation from KSE (or the applicable Team) confirming the number of Tickets that Account Holder will receive, the location of Holder's seat(s), the Team Games for which Account Holder will receive Tickets, other benefits purchased by the Account Holder, and a statement of amounts due to KSE by Account Holder ("**Statement**"). In accordance with Section I.2.B above, KSE, in its sole and absolute discretion, may set an Authorized Limit on the number of Tickets, whether for any one Event or multiple Events as part of a Ticket Package, an Account Holder may purchase. The default Authorized Limit is eight (8) Tickets per Event, unless an Event expressly states that it has a different Authorized Limit. KSE reserves its right to adjust or waive the Authorized Limit if KSE determines in its sole discretion that individualized circumstances warrant such adjustment. KSE may, without limiting any of its rights under this Agreement, withhold distribution of Ticket(s), deactivate or cancel already distributed Ticket(s), and/or terminate Account Holder's Account if KSE determines in its sole discretion that this Section III.1.A (e.g., Authorized Limit, etc.) has been violated.

B. **Account Holder.** Account Holder must be a living individual adult person or a legal business entity. The Account is the revocable license granted by KSE to Account Holder to manage the Tickets, payments, and other rights and obligations under this Agreement. The Account Holder is listed on the Account as the primary contact. Only Account Holder is allowed to make changes to the Account. Account Holder must promptly notify KSE in writing of any changes in address, phone number, payment method and any other Account information. With respect to legal business entities who are Account Holders, all changes to Account records (e.g., to the contact person) must be submitted to KSE in writing on the legal business entity's official letterhead and signed by an authorized employee of the legal business entity. Account Holder represents and warrants that they will not (directly or indirectly) provide any inaccurate, deceptive, inconsistent, or otherwise misleading information (account, household, payment, email address, street address, other personally identifiable information, another tie or relation, etc.) to purchase and/or use a Ticket or Ticket Package (e.g., an Account Holder's payment information and address on their Account not matching, etc.). KSE may, without limiting any of its rights under this Agreement, withhold distribution of Ticket(s), deactivate or cancel already distributed Ticket(s), and/or

terminate Account Holder's Account if KSE determines in its sole discretion that this Section III.1.B (e.g., representations and warranties, etc.) has been violated.

C. No Rights to Other Events. Account Holder acknowledges and agrees that only the pre-season and/or regular season Team Games of the Team specified on the Statement are included in their Ticket Package. As determined by KSE in its sole discretion, Account Holder may from time to time receive, but is not guaranteed, the right to receive or purchase Single Event Tickets for games or events other than the Team Games included in the Ticket Package, including, without limitation, post-season games conducted by the National Hockey League, 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"), the National Basketball Association, NBA Properties, Inc., NBA Media Ventures LLC, the NBA member teams, and each of their respective affiliates, owners, directors, governors, officers, employees and agents (collectively, the "NBA"), or the National Lacrosse League ("NLL") ("Post-Season Games"), non-game events at the Venue (regardless of whether or not a Team is involved), or any games or events involving a Team not played at the Venue (e.g. concerts, conventions, the NCAA basketball tournament, League All-Star games, League events and/or other games or events, subject to the terms of this Agreement, the rules of event promoters, and the Constitution and Bylaws, resolutions, rules and regulations, policies, limitations and interpretations of the NHL, NBA, and NLL (each a "League" and collectively the "Leagues"), as determined by the applicable League on an on-going basis, including without limitation: any Collective Bargaining Agreement between a League and/or its members and other parties; all agreements, consent decrees and settlements of a League, League members and/or other persons in furtherance of League business; and any national network agreements, corporate marketing, licensing, sponsorship or similar agreements between a League and third parties, as each presently exist and as each are hereafter enacted, amended, modified, supplemented, interpreted, made and enforced.

D. Accessible Seating Additional Requirements. In addition to the provisions set forth in Section I.2.H above, Ticket Package purchasers will be required to attest in writing, and recertify annually, that they have a disability that requires, or that they are purchasing Ticket(s) for someone who has a disability that requires, the features of an accessible seat. These steps may be used in all sales, including without limitation those over the internet.

E. Seat Relocation. KSE reserves the right to relocate and/or revoke specific seat locations due to Venue renovations, fan comfort and other circumstances deemed appropriate by KSE in its sole and absolute discretion.

F. No Warranty. No representation, warranty, covenant or guarantee is made by KSE or any Team or any League that any particular game or event, including without limitation any Team Game, will take place at the Venue, will occur on any particular day or at any particular time, or that any particular number of Team or League games will be scheduled and/or played at the Venue during a Team or League season.

G. Corporate Account Holders. KSE reserves the right to require that any transaction hereunder be supported by appropriate corporate resolutions or other documents deemed necessary by KSE.

H. Electronic Transfer and Resale System(s). KSE may provide an electronic ticket, purchase, resale and/or transfer system for use by Account Holder. Use of any such system is subject to this Agreement and all terms and conditions related to the system (including but not limited to terms of use provided by third parties). KSE may at any time and in its sole discretion: (i) suspend, modify, replace and/or discontinue the system(s); (ii) discontinue Account Holder's access to and/or use of the systems, withhold, revoke, or cancel (some or all) Tickets or Ticket Packages, and/or terminate the Account, if KSE suspects or determines that this Agreement and/or system terms and conditions are violated; and/or (iii) institute a fee for system use by Account Holder on the Account.

I. Account Transfers; Assignment. Absent KSE's prior written consent in each instance, which may be withheld or granted in KSE's sole discretion, Account Holders have no right to transfer or assign their Account in whole or in part, to any person, entity, or to another name, including without limitation by gift, transfer by will or trust, property settlement, transfer to creditors, or any other means for either the purpose, or having the effect of, avoiding or exceeding the applicable Authorized Limit and/or to hide or conceal the purchaser or Holder's identity. Therefore, any attempt to assign or otherwise transfer Tickets or other Account rights and privileges for either the purpose, or having the effect of, avoiding or exceeding the applicable Authorized Limit and/or to hide or conceal the purchaser or Holder's identity may result in KSE's cancellation of the Account. Any court order directing the distribution of Tickets or other Account rights and privileges to a person or entity not listed as the Account Holder, whether in bankruptcy or otherwise, will result in KSE's exercise of its right to immediately terminate the Account. Any KSE termination under this subsection III.1.I will result in cancellation of the corresponding Tickets and any Account parking passes, with, as applicable, (i) KSE refunding to the Account

Holder the prorated original purchase price amount already paid to KSE by Account Holder for such cancelled Ticket(s) and any Account parking pass(es) to attend Team Games not played as of the effective date of termination or (ii) Account Holder immediately paying the outstanding balance of any amounts due to KSE by Account Holder.

Notwithstanding the foregoing, KSE may allow an Account Holder to request transfer of the Account to a member of the Account Holder's immediate family. Any such request must be submitted in writing, supported by appropriate documentation (e.g., proof of relationship) satisfactory to KSE, for KSE's approval (which may be granted or withheld in KSE's sole discretion).

The foregoing prohibition on Account transfer or assignment will not be construed as a prohibition on an Account Holder from lawfully selling or transferring Tickets themselves in accordance with the terms of this Agreement.

J. Upgrades. Account Holders who are full-season ticket holders may request an upgrade of the location of the seat locations corresponding to the Tickets. All seat location upgrades will be granted or rejected in the sole discretion of KSE and are at all times subject to the availability of seats in the Venue.

K. Parking Passes. KSE may, in its sole discretion, offer Account Holder the opportunity to purchase passes for parking in Venue-controlled lots on terms and in locations determined by the Venue.

L. Preemption. As more fully described in Section III.3.C above, Account Holder agrees and acknowledges that the Account includes Tickets only for Team Games played by the applicable Team at the Venue during the applicable League's preseason and/or regular season. Account Holder agrees and acknowledges that each Team must comply with certain agreements and mandates made by the applicable League, and the League reserves the right to: cancel, postpone, reschedule or relocate games, as determined in the League's sole discretion; modify or discontinue, temporarily or permanently, any aspects of the rules, operations and presentations of Team-related games and events; and/or relocate any ticket seat locations, including without limitation season ticketholder seat locations, during Post-Season Games and other League-controlled games or events ("League Preemption"). In the event a Team Game is not played at the Venue as originally scheduled for any reason, including without limitation League Preemption, such circumstance shall in no way be deemed, argued or construed to be a breach by KSE of any terms, conditions, agreement or other duties or obligations related to the sale of a Ticket and, in such event, Account Holder's sole remedy shall be a pro-rata Account credit or refund equal to the original purchase price amount already paid to KSE for the affected Ticket(s), as specified in the Statement, and Account Holder and any other Holder hereby irrevocably waives and releases any claims they may have against KSE, the Teams, the Venue and/or the Leagues with respect to such Team Game not played at the Venue.

M. Amendment. Amendments, revisions and/or information about the Account terms and this Agreement may be sent to Account Holder and/or posted on KSE's website and/or a Team's website from time to time. Account Holder is responsible for reading and complying with all such information, revisions and amendments. Neither KSE nor any Team are responsible for problems, losses or inconveniences experienced because Account Holder did not read updates to the Account or this Agreement, or because information is sent to an incorrect address due to Account Holder's failure to notify KSE of any address change.

N. Notices. Any written notices to Account Holder shall be mailed to the address on the Account and/or sent to the e-mail address on the Account. Any written notices to KSE should be made via e-mail to the service representative or sales representative assigned to the Account by KSE.

O. Communications. Holder may be presented with the opportunity to elect to receive mobile alerts regarding information and updates pertaining to a specific Team Game, this Agreement, Venue Rules, supplemental terms and any changes thereto by opting-in. If Holder opts-in to receiving mobile alerts, Holder authorizes KSE and the applicable Team to use automated technology to send messages to the mobile phone number designated by Holder. Message and data rates may apply, according to the rate plan provided by Holder's wireless carrier, for which Holder shall be solely responsible. KSE and/or the applicable Team will not be responsible for any text messaging or other wireless charges incurred by Holder or by a person who has access to Holder's wireless device or telephone number. Holder might not receive Team alerts if the Account Holder's carrier or plan does not permit text alerts. The Team may send Account Holder a bounce back message for every message Holder sends to KSE or applicable Team. This service may not be compatible with all wireless carriers or devices. Holder may opt-out of receiving mobile alerts at any time by replying to an alert with the text message "STOP" or by sending the text message "STOP" to the shortcode provided. If Holder opts-out by sending a text message, KSE and/or the applicable Team may send a text to confirm the request. It may take up to ten (10) days to remove Holder's mobile device number from the text message opt-in database. For additional help, text "HELP" to the shortcode provided. KSE and the Teams are not responsible for the accuracy of any

information displayed in the mobile messaging, for any misdelivery or untimely delivery of any mobile messaging, or Holder's deletion or failure to store any mobile messaging from KSE and/or the applicable Team.

2. COSTS AND PAYMENT

A. Ticket Cost. Account Holder will pay to KSE the amounts indicated in the Statement by the corresponding dates indicated in the Statement.

B. Method of Payment. Account Holder will pay all amounts owed in accordance with the payment provisions of the Statement.

C. Deposit. KSE may require Account Holder to submit a non-refundable deposit, as determined in KSE's sole discretion, to establish the Account and/or reserve the Tickets.

D. Late Payment. KSE may charge a late fee in an amount up to the highest charge allowed by applicable law for the outstanding or late payment of any amount due by Account Holder.

E. Payments from Non-Account Holders. In KSE's sole and absolute discretion, KSE may accept payment from an individual or entity who is not Account Holder. Acceptance of such payment by KSE does not grant such third-party any rights, privileges or benefits under this Agreement (including but not limited to the right to receive Tickets), as all rights, privileges and benefits granted through this Agreement belong only to Account Holder.

3. TERM; SEASON TICKET PACKAGE AUTO-RENEWAL. Unless otherwise specified on the Statement and subject to the termination rights provided in this Agreement, the initial term of this Agreement is for a term of one (1) season of the applicable Team(s).

A. **If Account Holder's Ticket Package purchase does not auto-renew, the following applies: The term of this Agreement is for one (1) season, unless your Statement specifically states that it will automatically renew.** Neither party has the right or obligation to renew this Agreement. Notwithstanding the foregoing, to the extent, in KSE's sole and absolute discretion, Account Holder is afforded the right of priority with respect to a right to repurchase/renew a Ticket Package, time is of the essence with respect to all deadlines set by KSE for Account Holder. If Account Holder fails to exercise any right to repurchase/renew by any deadline imposed by KSE, all of Account Holder's rights, titles and interest in and to the specific seat locations corresponding to the Tickets, as well as other rights, titles and interest extended to Account Holder as a Ticket Package purchaser, shall be terminated and forfeited back to KSE with no compensation to Account Holder and no future obligation with respect to those specific seats. KSE may, however, elect to restore any and all otherwise terminated and forfeited rights to Account Holder in KSE's sole and absolute discretion.

B. **If Account Holder's Ticket Package purchase is specifically designated as auto-renewing (which includes all full-season Ticket Packages and some partial season Ticket Packages), the following applies: This Agreement (and Account Holder's commitment to purchase the Ticket Package for the subsequent season of the applicable Team(s)) will automatically renew for one (1) additional season of the applicable Team(s) (a "Renewal Term") upon the prevailing terms and conditions as determined by KSE, unless Account Holder exercises their right to opt-out at the end of the then current Team season by cancelling their Account (as more fully described below). Thereafter, Account Holder's Account will continue to automatically renew at the end of each Renewal Term for an additional period of one (1) season of the applicable Team(s), unless Account Holder exercises their right to opt-out of the auto-renew process by cancelling their Account (as more fully described below). Such renewal terms and conditions (part of which will include the price of the Ticket Package for the Renewal Term) and instructions for Account Holder to cancel their Account will be provided to Account Holder in a written renewal notice at least twenty-five (25) calendar days in advance of each renewal. Account Holder will be required to provide KSE with notice of their intent to opt-out of a Renewal Term by the deadline specified in the renewal notice, utilizing KSE's online or other specified opt-out process as set forth in the renewal notice; otherwise, Account Holder's Account will be automatically renewed for the corresponding Renewal Term with no further action required by Account Holder or KSE.** Time is of the essence with respect to all deadlines set by KSE for Account Holder. If Account Holder affirmatively declines to repurchase/renew their Ticket Package, all of Account Holder's rights, titles and interest in and to the specific seat location(s) corresponding to the Ticket(s), as well as other rights, titles and interest extended to Account Holder as a Ticket Package purchaser, shall be terminated and forfeited back to KSE with no compensation to Account Holder and no future obligation with respect to those specific seats for subsequent seasons of the applicable Team(s). KSE may, however, elect to restore any and all otherwise terminated and forfeited rights to Account Holder in KSE's sole and absolute discretion.

4. DEFAULT AND TERMINATION.

A. Account Holder Default. If Account Holder fails to pay any amounts when due (e.g., through insufficient funds, chargeback, etc.), violated or violates the Authorized Limit, fails to perform any duty or obligation hereunder, or otherwise materially breaches this Agreement (including without limitation previous and current violation of Sections 1.2.b, 1.2.c, or 1.2.d), or if Holder and/or any Related Person violates any Venue Rules, Supplemental Terms, Laws, or this Agreement while using a Ticket, KSE may, without limiting any of its rights under this Agreement, withhold distribution of Ticket(s), deactivate or cancel already distributed Ticket(s), and/or terminate Account Holder's Account. Upon termination of their Account, Account Holder will forfeit all rights to the Tickets, and Account Holder's obligation to pay the outstanding balance of any amounts due to KSE by Account Holder will be immediately due and payable. Termination of an Account will not affect Account Holder's obligations under this Agreement for amounts due to KSE or otherwise limit the rights and remedies available to KSE. KSE's acceptance of the partial payment of any amounts due by Account Holder will not constitute a forfeiture or waiver of KSE's right to receive the full amounts owed or of any other right or remedy available to KSE at law or in equity.

B. KSE Breach. If Account Holder terminates their Account due to a material breach of the Agreement by KSE, Account Holder's sole remedy will be a credit or refund of the amount already paid to KSE by Account Holder for Account Holder's Tickets to Events that have not occurred. However, Account Holder will immediately pay the outstanding balance of any amounts due to KSE by Account Holder for Tickets, parking passes or other benefits for an Event that has already occurred but for which they have not yet paid.

C. Nonoccurrence or Relocation. Notwithstanding anything herein to the contrary, if any Team Game does not occur at the Venue for any reason, or is held at the Venue but at a time and/or date other than originally scheduled, KSE will not be in breach of this Agreement. If a Team Game does not occur at the Venue and, as a result, the number of Tickets granted under this Agreement is reduced from the amount specified in the Statement, Account Holder will not be charged for any such affected Tickets, or, if Account Holder has already made payment for such Tickets, Account Holder will receive a pro rata credit or refund equal to the original purchase price amount of such affected Tickets, as specified in the Statement, that has already been paid to KSE.

D. For Convenience. KSE may terminate, for convenience, the Account and any Tickets and parking passes originating from the Account at any time by providing notice to Account Holder. If applicable, within a reasonable time after termination for convenience by KSE, KSE will return a pro rata portion of the amounts already paid by Account Holder hereunder for their Tickets to Team Games occurring after the effective date of termination, which Tickets shall be withheld, deactivated, or cancelled.

Last updated February 5, 2024