

TERMS AND CONDITIONS RELATING TO TORONTO RAPTORS MEMBERSHIP PACKAGES

A. GENERAL.

1. These terms and conditions, together with all ticket order and account information submitted by a Member (collectively the “**Terms and Conditions**”) shall apply to the purchase and use by the Member of a package of tickets to Toronto Raptors (“**Team**”) games (“**Tickets**”) at the arena located at 40 Bay St., Toronto, Ontario (the “**Arena**”) from Maple Leaf Sports & Entertainment Partnership (“**MLSE**”). By tendering payment to MLSE or accepting a Ticket, the Member signifies its acceptance of these Terms and Conditions and its agreement to be bound thereby.
2. For the purposes of these Terms and Conditions, “**Member**” means the individual or entity entered on the records of MLSE as being the account holder in respect of the purchase of a package of Tickets, “**Commercial Reseller Member**” means a Member who: (i) is in the business of making available for sale tickets that were originally made available for sale by a primary seller; or (ii) a Member who purchases with the primary intent of resale for commercial gain, and “**Traditional Member**” means a Member who is not a Commercial Reseller Member (e.g. a Member who primarily uses Tickets for personal and/or hospitality purposes).
3. Subject to any other agreement between the parties (e.g. club agreement, personal seat license, etc.), the Member acknowledges and agrees that notwithstanding anything to the contrary in these Terms and Conditions, the opportunity to renew this membership is a personal privilege granted by MLSE which may be withdrawn by MLSE at any time and that neither party has the right or obligation to renew a season seat membership.
4. These Terms and Conditions supplement the ticket back terms and conditions that are either printed on the reverse side of each physical Ticket or made available digitally for mobile Tickets (the “**Ticket Back Terms**”), which also apply to the Member and each individual using any of the Member’s Tickets from time to time. The current version of the Ticket Back Terms is attached as Schedule A hereto. If any of these Terms and Conditions conflict with the Ticket Back Terms, these Terms and Conditions shall prevail to the extent of the conflict.
5. Without limiting the generality of the foregoing, the Member acknowledges that each Ticket is a limited, revocable license to attend the game described on the Ticket face. As a revocable license, each Ticket may be revoked at any time (including before or after MLSE delivers the Ticket) for any reason (including, without limitation, Preemption (as defined below)) by MLSE, and, upon such revocation, MLSE shall refund or credit the holder of the Ticket in the amount of the stated face value of the Ticket, less the portion of any discount allocable to that Ticket as a result of the Ticket having been purchased as part of a Member Ticket package. MLSE shall have no liability in connection with the revocation of a Ticket other than the aforementioned refund or credit. MLSE’s right to revoke described in this Section is in addition to any other right of MLSE to terminate set forth in these Terms and Conditions or otherwise. Use of the Tickets and attendance at any game are governed by (i) the Arena policies, including security, health and safety, alcohol and appropriate conduct policies (including the Code of Conduct attached hereto as Schedule B hereto) (the “**Arena Policies**”) and (ii) applicable laws, including without limitation laws governing consumer protection and the purchase and sale of tickets.
6. The Member acknowledges that their Tickets may be subject to certain disclaimers set out in Schedule C hereto. The Member’s Ticket invoice shall reference by number the disclaimer(s) that apply to their Tickets.
7. The Member acknowledges and agrees that the Tickets being purchased hereunder are solely for the preseason and regular season Team games specified in the associated invoice and for the avoidance of doubt, shall not include tickets, to any other event or game, including, without limitation, any National Basketball League (“**NBA**”) All Star event, neutral site game, outdoor game, or playoff game (each a “**League Special Event**”), held in the Team’s market or hosted by the NBA at the Arena or otherwise in which the Team

participates. Notwithstanding the foregoing, if the Member is a Traditional Member (i) MLSE will make reasonable efforts to secure the Member an opportunity to purchase an equivalent number of tickets for any Team home game that is relocated to an alternate venue for the purposes of playing a League Special Game, and (ii) the Member will have the first right to purchase home playoff tickets corresponding to the rights specified in the Member's Ticket package for games played at the Arena at the price(s), by the deadline(s) and upon such other terms and conditions as may be established by MLSE in its sole discretion, provided that if the Member declines to purchase playoff tickets on such terms and conditions, MLSE may sell such playoff tickets, or otherwise utilize the seats for such playoff games, as MLSE sees fit. MLSE may extend the foregoing benefits to Commercial Reseller Members in MLSE's sole discretion.

8. The Member acknowledges and agrees that the Team and/or NBA may cancel, postpone, reschedule or relocate games included in the Member's Ticket package for any reason, as determined in its/their sole discretion, as well as modify or discontinue, temporarily or permanently, any aspect of the rules, operations and presentations of NBA games ("**Preemption**").
9. In the event that a Team game or event for which Tickets have been sold to the Member is not played or presented in the Arena for any reason, including, without limitation, Preemption, such event shall in no way be deemed, argued or construed to be a breach by MLSE of any term, condition, agreement or any other duty or obligation in connection with the sale and use of these Tickets. In such event the Member shall have its membership account credited with an amount representing the amount of the stated face value of the Ticket, less the portion of any discount allocable to that Ticket as a result of the Ticket having been purchased as part of a Member Ticket package. Unless other arrangements are agreed between MLSE and the Member, the credited funds shall, where applicable, be held by MLSE and applied, at the direction of the Member, to the Member's purchase of playoff Tickets (if applicable) in the season in which the cancelled game(s) occurred and/or to the Member's renewal of a regular season Ticket package in the subsequently played Season. If the Member elects not to purchase playoff Tickets and/or does not renew its Ticket package for the subsequent season, the amount of the credit will be refunded following the Ticket renewal deadline or applied to the purchase of other ticket products, if requested. No interest or rebate will accrue on the amount of the credit at any time, unless MLSE determines otherwise in its sole discretion. The Member hereby waives and releases any and all claims it may have against MLSE and/or the NBA with respect to such game or event not played or presented in the Arena.
10. MLSE reserves the right to relocate the seats in the Member's Ticket package occasionally during the regular season and at any time during the playoffs due to broadcast, NBA and/or Arena security or health and safety requirements. If such a relocation is required, MLSE will endeavor to relocate the Member (or the individual using any of the Member's Tickets) to seats in a substantially similar or better location within the Arena.
11. A Member may be determined to be a Commercial Reseller Member by MLSE in its sole discretion at any time. MLSE shall provide written notice to a Member in the event such Member is determined to be a Commercial Reseller Member. Accounts belonging to Commercial Reseller Members will not be eligible to receive certain Membership Privileges (defined below) including, without limitation, preferred pricing, flexible payment options and/or additional member gifting opportunities.
12. The Member's Ticket rights and such other privileges as may be extended by MLSE from time to time (the "**Membership Privileges**") remain subject at all times to the compliance of the Member (and, with respect to (ii) – (iv), of each individual using any of the Member's Tickets from time to time): (i) with these Terms and Conditions; (ii) with the Arena Policies; (iii) with all applicable laws including, without limitation, laws governing consumer protection and the purchase and sale of tickets; and (iv) with the Ticket Back Terms, in each case as the same may be established, enacted, modified, amended, supplemented or restated as applicable from time to time. MLSE reserves the right, in its sole discretion, to terminate a membership (and the Member's Ticket rights and Membership Privileges), to temporarily suspend the Member's Ticket rights or Membership Privileges, to withdraw or restrict access to Membership Privileges, to refuse to sell additional Ticket package(s) to the Member, or to not offer to renew the Member's Ticket package(s), if MLSE (acting reasonably) determines that there has been a breach of these Terms and Conditions on the part of the Member or the individual using the Member's Tickets, as applicable.

13. MLSE reserves the right, in its sole discretion, to amend these Terms and Conditions from time to time upon written notice to the Member. MLSE will maintain a current copy of these Terms and Conditions on the member portal which can be accessed at www.mlse.com/membertermsandconditions.
14. MLSE reserves the right, in its sole discretion, to extend optional Member promotional offers (“**Promotional Offers**”). Promotional Offers will be communicated to the Member at least thirty (30) days in advance of the Season(s) (as defined below) to which such Promotional Offer(s) apply. Promotional Offers may be subject to such additional terms and conditions as communicated by MLSE. In the event of a conflict between the terms of the Promotional Offer and these Terms and Conditions, the terms of the Promotional Offer shall govern.
15. If the Member or any Ticket user is ejected for any reason from a game or event in respect of which a ticket has been issued to the Member or otherwise acquired, MLSE reserve the right, in MLSE’s sole discretion, to revoke the Membership related to such ticket.
16. MLSE’s acceptance of payment for a Membership from any individual or entity who is not the account holder for such Membership does not grant any rights to such Membership to such individual or entity. Any rights or privileges associated with a Membership belong only to the account holder of record as entered on MLSE’s records. MLSE reserve the right to require that any transaction pertaining to a Membership held in a corporate name be supported by appropriate corporate resolutions or other documents.
17. **COVID-19**
 - a. **Acknowledgments of COVID-19 and Other Risks.** The Member acknowledges that (a) the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation, or variation thereof, “**COVID-19**”) is an extremely contagious disease that can lead to severe illness and death, and there is an inherent danger and risk of exposure to COVID-19 in any place where people are present; (b) no precautions, including the protocols that may be implemented from time to time by MLSE and/or third parties (including, but not limited to, Federal, Provincial and municipal governmental agencies) (collectively, the “**Arena Protocols**”), can eliminate the risk of exposure to COVID-19; (c) while people of all ages and health conditions can be and have been adversely affected by COVID-19, according to public health authorities (i) people with certain underlying medical conditions are or may be especially vulnerable, including, but not limited to, people with chronic kidney disease, chronic obstructive pulmonary disease, moderate to severe asthma, liver disease, compromised immune systems (including as a result of organ transplant), obesity, serious heart conditions, sickle cell disease, and type 2 diabetes, and (ii) the risk of severe illness from the contraction of COVID-19 increases steadily with age, and contracting COVID-19 can result in the further transmission of COVID-19 to my spouse, partner, family members, and other contacts; and (d) exposure to COVID-19 can result in being subject to quarantine requirements, illness, disability, other short-term and long-term health effects, and/or death, regardless of age or health condition. THE MEMBER FULLY UNDERSTANDS AND KNOWINGLY AND VOLUNTARILY ASSUME ALL RISKS RELATED TO THEIR ENTRY INTO, AND PRESENCE IN, THE ARENA, WHICH MAY INCLUDE AN INCREASED RISK OF EXPOSURE TO ILLNESS (INCLUDING, WITHOUT LIMITATION, COVID-19), PERSONAL INJURY, DISABILITY, OTHER SHORT-TERM OR LONG-TERM HEALTH EFFECTS, AND/OR DEATH, WHICH MIGHT RESULT FROM THE ACTIONS, INACTIONS, OR NEGLIGENCE OF MYSELF, OF MLSE, OF NBA, OR OTHER THIRD PARTIES. MEMBER ACCEPTS PERSONAL RESPONSIBILITY FOR ANY AND ALL DAMAGES, LIABILITY, AND OTHER LOSSES THAT THEY OR ANY OF THEIR HEIRS, ASSIGNS, EXECUTORS, ADMINISTRATORS, NEXT OF KIN, AND OTHER PERSONS ACTING OR PURPORTING TO ACT ON THE MEMBER’S BEHALF (“**RELATED PERSONS**”) MAY INCUR IN CONNECTION WITH THE FOREGOING RISKS.
 - b. **Release, Waiver of Liability, and Covenant Not to Sue.** On behalf of themselves and each of their Related Persons, Member hereby knowingly, voluntarily, irrevocably, and forever releases, waives, and discharges (and covenants not to sue), MLSE from (or with respect to) any and all claims, suits, causes of action, and claims for damages, whether past, present, or future, and whether known or unknown,

INCLUDING, BUT NOT LIMITED TO, CLAIMS ARISING OUT OF OR IN CONNECTION WITH MEMBER'S DEATH, PERSONAL INJURY, ILLNESS, DISABILITY, SUFFERING OF SHORT-TERM OR LONG-TERM HEALTH EFFECTS, OR LOSS OF OR DAMAGE TO PROPERTY, which Member or any of their Related Persons may have or hereafter accrue against MLSE as a result of or that relate in any way to (i) member's exposure to COVID-19; (ii) Member's travel to and from, entry into, or presence within, the Arena or compliance with the Arena Protocols or any other policies or protocols applicable to the Arena; (iii) ANY INTERACTION BETWEEN MEMBER AND ANY PERSONNEL OF MLSE PRESENT AT the ARENA (INCLUDING, WITHOUT LIMITATION, ANY USHERS, TICKET-TAKERS, EVENT SECURITY, HEALTH AND SAFETY PERSONNEL, OR CLEANING, CONCESSIONS, OR PARKING PERSONNEL); or (iv) any of the risks identified above in subsection 17.a, in each case whether caused by any action, inaction, or negligence of MLSE, of NBA, or otherwise.

- c. Member acknowledges that due to Federal, Provincial or municipal rules, MLSE may be restricted or prohibited from having fans in attendance at Team home games ("**Fan Restrictions**"). The Member further acknowledges that in the event that MLSE is subject to Fan Restrictions, that MLSE may in its sole discretion determine seating allocations within the Arena for Team home games at the Arena, which may include but not be limited to the having third parties seated in the Member's season seat(s) and/or assigning seat(s) to the Member which are different than their Membership season seat(s).

B. ADDITIONAL TERMS AND CONDITIONS REGARDING AUTOMATIC PAYMENT PLANS.

By selecting a Ticket package, the Member agrees to select a payment plan option from the payment plan options made available to it by MLSE for each season, which is typically from July 1st to June 30th (each a "**Season**") and further agrees that subject to availability, the select payment plan will, absent notice to or from MLSE, recur each Season and is subject to the following payment terms:

1. **Payment Authorization.** The Member understands that by selecting a ticket package, the Member gives MLSE authorization to bill the Member for the Member's Tickets in accordance with the selected payment plan. For all Member Tickets payments, this payment authorization shall remain in effect for so long as the Member's account remains in good standing with MLSE. The Member hereby represents and warrants to MLSE that it has the authority to approve charges in accordance with the listed payment information for the purpose of paying for the Tickets. The Member understands and agrees that MLSE is not liable in any way for erroneous billing statements or incorrect charges, and that in the event of such a billing error, MLSE's only responsibility is to correct it if and when MLSE receives written notice of the error. The Member understands that all deposits and/or payments made are non-refundable. The Member understands that it is the sole responsibility of the Member to ensure that its payment information is correct and current and to notify MLSE in writing of any errors, deficiencies or changes such that the payment information may be updated, and that the Member's failure to do so within the specified time frame may result in a suspension or loss of Tickets and/or Membership Privileges at the sole discretion of MLSE. MLSE reserves the right to charge a processing fee of CAD\$50.00 in the event a payment is refused for any reason. All payments are due on the dates specified regardless of game cancellations or rescheduling – refunds will be addressed in accordance with the applicable policy in effect at that time for the applicable game.
2. **Payment Plan Options for Traditional Members.** Traditional Members will, unless otherwise communicated by MLSE, have the option of three payment plans:
 - a. *Annual Plan:* This plan allows the Traditional Member to pay 100% of the cost of its Tickets for the following Season on or before the First Payment Date (as set out in the Notice). This payment may be made using Visa, Mastercard, or American Express (each a "**Credit Card**"), or cheque.
 - b. *Semi-Annual Plan:* This plan allows Member to pay 50% of the cost of their Tickets for the following Season on the First Payment Date, and to pay the remaining balance on a second payment date as specified on the relevant Notice. These payments may be made using a Credit Card, cheque, Visa debit, Mastercard debit or electronic funds transfer.

- c. *Monthly Payment Plan:* This plan allows Member to pay for the cost of their Tickets for the following Season by making monthly payments (the number of monthly payments and the amount of each payment will be communicated annually in the Notice (defined below)) commencing on the First Payment Date, with the following payments being due on dates referenced in the relevant Notice. These monthly payments may be made by Credit Card only.

Notwithstanding the foregoing, MLSE reserves the right to make modifications to the payment plan options (e.g. modify the payment dates, modify the number of payments, etc.) as may be required to align with scheduling changes to a Season. In such event, MLSE shall notify the Traditional Member of any such changes and the Traditional Member shall have thirty (30) days to select a payment plan from those made available by MLSE for the affected Season.

A Traditional Member must select one of the available payment plans.

If the Traditional Member wishes to select a different payment plan at the start of a subsequent Season, the Member may do so by informing MLSE Service Team prior to the First Payment Date for the following Season provided that no change in a payment plan will be effective until it is confirmed in writing by MLSE. Notwithstanding the foregoing, if a Promotional Offer provides for an alternative payment plan, then such Promotional Offer payment plan shall apply for the Season in which the Member has opted into such Promotional Offer.

3. **Payment Plan Options for Commercial Reseller Members.** Commercial Reseller Members will, unless otherwise communicated by MLSE, have the option of two payment plans:

- a. *Annual Plan:* This plan allows the Commercial Reseller Member to pay 100% of the cost of its Tickets for the following Season on or before the First Payment Date (as set out in the Notice). This payment may be made using a Credit Card or cheque.
- b. *Semi-Annual Plan:* This plan allows the Commercial Reseller Member to pay 50% of the cost of its Tickets for the following Season on or before the First Payment Date, and to pay the remaining balance on a second payment date as specified on the relevant Notice. These payments may be made using a Credit Card, cheque, Visa debit, Mastercard debit or electronic funds transfer.

Notwithstanding the foregoing, MLSE reserves the right to make modifications to the payment plan options (e.g. modify the payment dates, modify the number of payments, etc.) as may be required to align with scheduling changes to a Season. In such event, MLSE shall notify the Commercial Reseller Member of any such changes and the Commercial Reseller Member shall have thirty (30) days to select a payment plan from those made available by MLSE for the affected Season.

A Commercial Reseller Member must select one of the available payment plans.

If the Commercial Reseller Member wishes to select a different payment plan at the start of a subsequent Season, the Member may do so by informing MLSE Service Team prior to the First Payment Date for the following Season provided that no change in a payment plan will be effective until it is confirmed in writing by MLSE.

4. **Failure to Make Payments.** If a Member enrolled in the Annual Plan or Semi-Annual Plan misses a payment, and the payment remains outstanding for ten (10) or more business days, MLSE may suspend or terminate the Member's account. If a Member enrolled in the Monthly Payment Plan fails to make a scheduled payment three (3) times in a Season, MLSE may suspend or terminate the Member's account. If a Member on an MLSE approved alternate payment plan misses a scheduled payment, and the payment remains outstanding for ten (10) business days, MLSE may suspend or terminate the Member's account. If the Member account is terminated, MLSE reserves the right to resell Tickets for future games. In the event

that MLSE terminates the Member's account, MLSE will provide written notice to the Member. If a Member's Credit Card on file is declined for a given payment for any reason, MLSE will re-run the Credit Card 24 hours later, and again 48 hours after the payment was initially declined. MLSE will make all reasonable attempts by email and/or telephone to request that the payment information be updated. If after five (5) business days, a payment has not been made, the barcodes for the Member's Tickets shall be suspended for all future games. Please note, no refund will be issued for any games missed during this suspension.

5. **Bounced Cheques.** If a Member's cheque for a given payment bounces, the barcodes for the Member's Tickets shall be suspended until payment in full is made. MLSE will make all reasonable attempts by email and/or telephone to request that the payment information be updated. If payment remains outstanding, MLSE may terminate the Membership in accordance with Section B.4. 'Failure to Make Payments'.
6. **Automatic Payment Plan.** In connection with the Member's purchase of the Tickets for the upcoming Season, the Member is subject to an automatic payment plan (the "**Payment Program**"). Through the Payment Program, the Member will, unless otherwise communicated by MLSE, have its Tickets automatically renewed for the upcoming Season on the relevant First Payment Date, until such time as the Member or MLSE chooses not to renew the membership.
7. **Membership Deposit.** MLSE may, in its sole discretion, require in advance of a Season the payment by the Member of a membership deposit ("**Deposit**"). If so required, MLSE will provide the Member with at least thirty (30) days advanced notice of (i) the Deposit amount, (ii) the date on which the Deposit payment is required, and (iii) any additional relevant Deposit information. The Deposit is to be made by the Member and will not be completed automatically by MLSE. MLSE will make reasonable attempts by email and/or telephone the Member to request that the Member complete payment of the Deposit on time. Failure to pay the Deposit by the Deposit due date, may result in the termination or suspension of the Member's account. In the event that MLSE terminates or suspends the Member's account, MLSE will provide written notice to the Member. Following payment of the Deposit, MLSE shall provide the Member with at least thirty (30) days advance notice of the amount and payment dates for the balance of the Member's ticket package. The remaining balance of the Member's ticket package will, unless otherwise communicated by MLSE, be processed automatically in accordance with the Member's selected payment plan. To ensure that the balance of the Member's ticket package can be properly processed, a Member may be required by MLSE to select a preferred method of payment and/or payment plan.
8. **Notice.** MLSE may provide each Member with written notice at least thirty (30) days in advance of each upcoming renewal date (the "**Notice**"). The Notice shall include: (i) the relevant renewal date (the "**First Payment Date**"); (ii) new Tickets pricing; (iii) any Promotional Offers; (iv) any material changes to these Terms and Conditions; and (v) the method for the Member to indicate its desire not to renew its membership.
9. **Cancel.** Members may cancel their Membership at any time during a Season for any reason with 30 days' notice by completing the web-form found on <https://www.nba.com/raptors/cancellation>. Members who cancel their Membership will not receive any refunds for any installment payments made prior to the effective date of cancellation (being 30 days from the date of correct completion and submission of the web-form) and will have all membership benefits suspended as of the effective date of cancellation.

A Member who purchases a ticket package, expressly authorizes the initial and continued payment in accordance with its selected payment plan for the current Season and for each subsequent Season, until the earliest to occur of the following: (i) the Member chooses to change its then current payment plan; (ii) the Member opts out of the Tickets; or (iii) the Member's membership is terminated by the Member or MLSE.

C. **MOBILE TICKETING**

All tickets will be issued in the form of "mobile tickets" which can be displayed on a mobile device using (i) the Raptors app, (ii) Raptors Account Manager, or (iii) a mobile device Apple/Android wallet. No paper tickets will be issued other than on an exception basis as determined by MLSE.

**Schedule A
TICKET BACK TERMS**

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

PLEASE NOTE - TO THE EXTENT ENFORCEABLE IN THE APPLICABLE JURISDICTION, THE FOLLOWING CONTAINS A BINDING, INDIVIDUAL ARBITRATION AND CLASS-ACTION WAIVER PROVISION BY WHICH YOU GIVE UP THE RIGHT TO FILE A LAWSUIT IN COURT INDIVIDUALLY OR AS PART OF A CLASS ACTION WITH RESPECT TO ANY DISPUTES RELATING TO THE TICKET OR THE SPECIFIED GAME OR EVENT FOR WHICH IT IS ISSUED.

1. This ticket is a revocable license, 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**"), agrees to all of its terms. The Holder agrees that this ticket license is subject to these terms and conditions, as well as any additional terms and conditions established by the Maple Leaf Sports & Entertainment Partnership and/or its affiliates (the "**Team**"), the National Basketball Association and/or its affiliates (the "**NBA**"), and any operator of the arena or related arena grounds (including, without limitation, parking areas and entry gates) (collectively the "**Arena**") at which the event or any surrounding activities (in whole or in part) for which this ticket is issued (the "**Event**") is held (collectively, all such additional terms, "**Supplemental Terms**"). Supplemental Terms include the health and safety requirements and other terms posted by Team from time to time at <https://am.ticketmaster.com/raptors/ticketterms>. 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 Supplement Terms and agreed to be bound by them.
2. 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 (THE FACE VALUE). IN NO EVENT SHALL THE TEAM, NBA, OR ARENA 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.
3. The Event date and time (and gate opening) are subject to change at the Team's sole discretion, and no such change shall entitle the Holder to a refund or other remedy if the Holder cannot attend or for any other reason. The Holder may be relocated in the Team's sole discretion, and no such relocation shall entitle the Holder to a refund or other remedy if the Holder is relocated to a seat or location of comparable Face Value.
4. **PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. YOU HAVE THE LIMITED RIGHT TO OPT OUT OF THE ARBITRATION AGREEMENT IN THIS PARAGRAPH AS SET FORTH BELOW. THIS IS A SUMMARY OF MANDATORY TERMS.** For full terms related to dispute resolution, please visit <https://www.nba.com/termsfuse>, which terms you agree will apply. Should any current or future dispute, claim or cause of action related to this ticket or the Event arise between the Holder and the Team, NBA, or Arena, a written notice (a "**Dispute Notice**") must be sent with the following information: (i) name, contact information (address, telephone number, and email address), and account information if applicable; (ii) a description of the nature and basis of the dispute; and (iii) a description of the nature and basis of the relief sought, including a calculation for it. If the Holder has a dispute, they shall send the Dispute Notice to 50 Bay Street, Toronto, Ontario, M5J2L2, Attn: General Counsel. The Holder and the Team, NBA, and/or Arena agree to make a good-faith effort to resolve the dispute for at least 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, to the extent enforceable in the applicable jurisdiction, be resolved by binding arbitration. The arbitration shall be administered by National Arbitration and Mediation ("**NAM**") and heard by a single, neutral arbitrator. The NAM Rules shall govern the payment of all arbitration fees. Notwithstanding the foregoing, the Team will consider a

request to reimburse your portion of the arbitration fees upon a showing of hardship in its sole discretion and assuming you do not qualify for a waiver from NAM. All issues are for the arbitrator to decide **except** the following items (which are for a court of competent jurisdiction to decide): (i) issues that are specifically reserved for a court; (ii) issues related to the scope and enforceability of the arbitration provisions; and (iii) whether a dispute can or must be brought in arbitration. **TO THE FULLEST EXTENT PERMITTED BY LAW, THE HOLDER, ARENA, TEAM AND NBA 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. TO THE FULLEST EXTENT PERMITTED BY LAW, THE HOLDER, ARENA, TEAM AND NBA WAIVE THE RIGHT TO A JURY TRIAL.** There are also additional procedures for “mass filings,” as set forth in the NAM Rules. In addition, these terms and any disputes between you and the Arena, Team, and/or NBA will be governed by the laws of the province of Ontario without regard to its principles of conflicts of laws. To the fullest extent permitted by law, the provincial and federal courts of Toronto, Ontario shall have exclusive jurisdiction over any disputes between you and the Arena, Team, and/or NBA (except for disputes brought in small claims court) that are not subject to arbitration. You have the right to opt out of arbitration under these Terms by sending the Team a personally signed, written notice of your decision to opt out via email to 50 Bay Street, Toronto, Ontario, M5J2L2, Attn: General Counsel within thirty (30) days of purchase of your ticket. Such an opt out will not opt you out of an arbitration agreement you might otherwise have with the Arena, Team, and/or NBA.

5. 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 (collectively, “**Event Works**”). Notwithstanding the foregoing, the Holder agrees that by causing this ticket to be scanned upon entry, the Holder shall be deemed to have signed the ticket and granted to the Team and NBA an exclusive worldwide, irrevocable, perpetual, sub-licensable, royalty-free license to all rights associated with any Event Works. 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 the Team and NBA.
6. This ticket and the Holder’s admission to the Arena are subject to all safety and health requirements and policies relating to the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation or variation thereof, collectively, “**COVID-19**”) put in place by the Team, NBA, and Arena, including any such policies and requirements described in the Supplemental Terms (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.
7. The Holder agrees, on behalf of the Holder and Holder’s Related Persons (defined below), that the Holder and each such other individual will not attend the Event if any such individual has 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 COVID-19 or any illness or other medical condition.
8. To ensure that all Event patrons agree to, and comply with, all Safety Requirements and all other NBA, Team and Arena rules, this ticket may not be resold or offered for resale on any platform other than a platform expressly authorized by the Team or the NBA. Without limiting the foregoing, any transfer of this ticket to any person who fails to satisfy any Safety Requirement may be voided by the Team and this ticket cancelled.
9. Breach of any of these terms, failure to comply with Safety Requirements or NBA, Team and/or Arena rules, or the refunding to the Holder of the Face Value, shall automatically terminate any rights that the Holder may have hereunder; shall render illegal and unauthorized the Holder’s use of the ticket for any purpose; and shall authorize the Team and/or the NBA to withdraw the ticket, refuse admission to the Arena, or eject the Holder from the Arena, without refund or credit in each case, and subject the Holder to all legal remedies available to the NBA, Team and/or Arena.

10. THE HOLDER EXPRESSLY ACKNOWLEDGES AN INHERENT RISK OF EXPOSURE TO COVID-19 EXISTS IN ANY PLACE WHERE PEOPLE GATHER AND THAT NO PRECAUTIONS (INCLUDING THE SAFETY REQUIREMENTS DESCRIBED ABOVE) CAN ELIMINATE THE RISK OF EXPOSURE TO COVID-19. COVID-19 IS AN EXTREMELY CONTAGIOUS DISEASE THAT CAN LEAD TO SEVERE ILLNESS AND 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. THE HOLDER OF THIS TICKET VOLUNTARILY ASSUMES ALL RISK AND DANGER OF PERSONAL INJURY (INCLUDING DEATH), SICKNESS (INCLUDING ILLNESS AND OTHER RISKS OF EXPOSURE TO COVID-19, OR ANY OTHER COMMUNICABLE DISEASE OR ILLNESS, OR A BACTERIA, VIRUS OR OTHER PATHOGEN CAPABLE OF CAUSING A COMMUNICABLE DISEASE OR ILLNESS), LOST, STOLEN, DAMAGED OR CONFISCATED PROPERTY, AND ALL OTHER HAZARDS ARISING FROM, OR RELATED IN ANY WAY TO, THE EVENT (INCLUDING COMPLYING WITH THE SAFETY REQUIREMENTS), WHETHER OCCURRING PRIOR TO, DURING OR AFTER THE EVENT, 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 COVID-19; (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.
12. 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 an Event ticket (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) the National Basketball Association and its member teams (including the Team), 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.
13. 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 the NBA, Team and/or Arena, and the Holder hereby consents to the foregoing and waives any related claims that might arise against the NBA, Team or Arena. If the Holder elects not to consent, the Holder will be denied entry into the Arena without refund or credit.
14. The Holder grants permission to the NBA and Team (and their respective designees and agents) to utilize the Holder's 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 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 NBA and Team

permission to collect, use, share and store certain Holder facial and other biometric information as permitted by law, including for security purposes.

15. Without limiting the foregoing, the Holder agrees not to give or offer this ticket in a manner that would constitute a violation of the Canadian Corruption of Foreign Public Officials Act, the U.S. Foreign Corrupt Practices Act, any other anti-bribery law or regulation, or any conflicts of interest law, regulation, or policy.
16. Except as specifically provided herein, if any provision of these terms or the Supplemental Terms is held by a court of competent jurisdiction to be unlawful, void, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.
17. In the event of a conflict between Ticketmaster's terms and these terms and conditions, these terms and conditions will apply.

Schedule B

CODE OF CONDUCT

Maple Leaf Sports & Entertainment (“**MLSE**”) is committed to providing a safe, comfortable and enjoyable experience for our fans and guests at the arenas currently known as the Scotiabank Arena and Coca-Cola Coliseum (the “**Venues**”), and MLSE is committed to providing courteous and professional service. Everyone should expect and help to promote an environment where people are treated in a courteous, professional, considerate and respectful manner by all fans, arena staff, team and event personnel, performers, players and other guests. Accordingly, MLSE will not tolerate unsafe, abusive, unlawful or offensive conduct in our Venues. This conduct includes, without limitation:

- Smoking (including e-cigarettes or vapourizers) except in specifically designated areas;
- Violence, fighting, threatening, taunting, physical or verbal harassment;
- Making abusive, sexist, racist, offensive or obscene remarks or gestures;
- Disruptive, harmful or disorderly behaviour;
- Sitting in a location other than the seat identified on the guest’s ticket;
- Any disruption of the game or event by a guest’s actions;
- Throwing objects of any kind or entering the playing surface or performance area;
- Intoxication or any signs of impairment related to alcohol or drug consumption;
- Possession of alcohol by a minor or providing alcohol to a minor;
- Possession of alcohol not purchased inside the Venue;
- Engaging in any commercial activity not authorized by MLSE;
- Failure to comply with requests from staff, including those related to Venue policies, operations or emergency response procedures; or
- Any act which, in the opinion of Venue officials, presents a risk to the safety of fans or staff.

Failure to abide by this Code of Conduct is subject to sanctions at the discretion of MLSE, which may include ejection, suspension of entry privileges, arrest, and banishment from any or all MLSE facilities.

Season ticket members and suite holders are reminded that they are responsible for the behaviour of anyone using their tickets and that failure to abide by this Code of Conduct by suite holders, Toronto Maple Leafs, Toronto Raptors, or Toronto Marlies season ticket members, or by anyone using their tickets, may result in loss of season ticket member or suite holder privileges.

All guests are reminded that bottles, coolers and containers of any kind are not allowed into the Venue and may be confiscated. MLSE reserves the right to limit the size of bags, purses or backpacks permitted within the Venue. Guests are advised to consult the applicable Venue websites for specific policies with respect to bags. MLSE reserves the right to prohibit the entry of items which may, in MLSE’s opinion, interfere with the ability of other guests to enjoy the game or event.

Venue staff have been trained to intervene when necessary to help ensure a safe and comfortable environment. Guests are encouraged to report any violations of this Code of Conduct or any inappropriate behaviour to the nearest usher, security guard or fan services staff member.

MLSE thanks you for adhering to this Code of Conduct and for making each event special and memorable to you and your fellow guests.

Schedule C

INVOICE DISCLAIMERS

The following disclaimers may apply to your tickets. Please review your current Ticket invoice to confirm which, if any, of the following disclaimers apply to your Tickets:

1. **Seat Relocations:** Please note that due to MLSE or NBA rules and/or requirements, your membership seat location may be relocated for NBA regular season and/or playoff games. In the event that this occurs, we will do our best to relocate you based on available inventory.
2. **Reduced Capacity:** Please note that due to health and safety measures fan capacity restrictions at the arena may be put in place during the NBA season. In the event of reduced fan capacity restrictions for NBA games during the season MLSE reserves the right to (i) recall tickets (including any tickets which have been resold/transferred) and (ii) allocate access to available ticketing inventory and MLSE will use reasonable efforts to provide members with the opportunity to purchase from the available ticketing inventory.
3. **Accessible Seating Relocations:** Please note that your membership seats are located in an accessible seating area of the arena. In order to provide access to members of the accessible needs community, MLSE reserves the right, on a game by game basis, to relocate you in the event that your membership seats are not occupied by persons of accessible needs. Any such relocation will be based on available inventory.
4. **Membership Benefits:** Please note that based on the use of the tickets purchased under this membership account primarily for personal and/or hospitality purposes, this account is eligible to continue to receive member benefits during the NBA regular season. Member benefits include, without limitation, preferred pricing, flexible payment options and additional member gifting opportunities. MLSE reserves the right to terminate your eligibility for certain member benefits at any time, including in the event that MLSE determines, in its sole discretion, that the tickets purchased under this membership account are being used primarily for resale.
5. **Identified Ticket Broker:** Please note that based on the use of the tickets purchased under this membership account primarily for resale, this account is no longer eligible to receive certain member benefits including, without limitation, preferred pricing, flexible payment options and additional member gifting opportunities. If you believe this assessment of your membership account has been made in error, please contact MLSE at (416) 366 3865 or TicketResale@MLSE.com.
6. **Entry to Platinum Lounge/Club:** Please note that access to the Air Canada Signature Club (“ACSC”) is restricted to ACSC members only. As a result, the ACSC entrance way located in Section 108 of the arena will not be available for arena patrons, who are not ACSC members, to access the arena event level and/or non-ACSC event level club areas.
7. **NBA TV Broadcast Relocation:** Please note that, due to NBA broadcast obligations, you may be relocated from your membership seat location as a result of camera placements and/or league requirements for the NBA playoffs, as well as for NBA regular season games. In the event that this occurs, we will do our best to relocate you, based on available inventory.
8. **Courtside Relocations:** Please note that, due to NBA broadcast obligations, the specific placement of your courtside south membership seat location may be shifted as a result of camera placements and/or NBA requirements for the NBA playoffs, as well as for games during the NBA regular season.