

# PROFESSIONAL WOMEN'S HOCKEY LEAGUE



## TICKET PURCHASE AGREEMENT

### TICKET PLANS

Full Season Membership:

Any regular season games played by PWHL Boston (the "Team") at the Team's home arenas (the "Venue") during the 2024-2025 season ("Purchased Season").

Playoff Games: Subject to availability and the rules and regulations of the PWHL, the PWHL will provide Account Holder with the option to purchase the number of tickets specified on the Account Holder's account to all Playoff Games played by the Team at the Venue during the Purchased Season; the exact seat location of all such tickets will be determined by the PWHL at its sole discretion.

Half Season Membership:

Half of any regular season games played by the Team at the Venue during the Purchased Season. Set schedule options include the A Plan and the B Plan.

### TERMS AND CONDITIONS

This Ticket Purchase Agreement ("Agreement") is entered into by and between the Account Holder and PWHL LeagueCo US LP and PWHL Hockey League Canada ULC (hereinafter individually and collectively referred to as the "Professional Women's Hockey League", the "League", or the "PWHL"), as of the date that (i) the Account Holder accepts these Terms and Conditions online or (ii) the Account Holder, or someone acting on the Account Holder's behalf, pays for the Tickets, whether in part or in full, whichever occurs first. By accepting these Terms and Conditions online and/or paying for the Tickets, in part or in full, the Account Holder agrees to the terms and conditions set forth below.



1. For purposes of this Agreement, the “Account Holder” is the person or entity named as the Account Holder on the corresponding account. The “Account” is the revocable license granted by this Agreement to the Account Holder to purchase the number of Tickets specified on the Account Holder’s account for the number of Team regular season home games (“Games”) during the “Season” specified on the Account Holder’s Tickets account. The “Bearer” of a Ticket is the person who actually uses the Ticket on the day of the Game. Each “Ticket” represents a revocable license that enables the Bearer to enter the premises of the Venue on the day of the Game and occupy the seat location shown on the Ticket for that Game. Nothing contained in this Agreement grants or shall be deemed to grant to the Account Holder, and the Account Holder does not have, any right or option whatsoever to purchase Ticket(s) for any season after the Season or for the same seat locations that are assigned to the Account for the Season. Neither tickets nor admission to any playoff games played at the Venue (hereinafter individually and collectively referred to as the “Playoff Games”) and All Star Game, including, without limitation, during the Season, are included under this Agreement or as part of the Account. If an option to purchase tickets to any Playoff Games is included in the ticket membership or plan purchased by the Account Holder, as specified above, (a) that option is at all times subject to the rules and regulations of the PWHL, and (b) the seat locations for any such tickets purchased pursuant to this Agreement shall be at the sole discretion of the PWHL. The Account Holder acknowledges and agrees that neither tickets nor admission to any games, including, without limitation, playoff games played at an arena other than the Venue are included in this Agreement or as part of the Account. The Venue reserves the right to (i) move the Account Holder's seat locations at any time for any reason during the Season upon prior written notice to the Account Holder, (ii) place signage and/or netting anywhere inside the Venue, including, without limitation, in front of the seat locations, and (iii) allow film crews and photographers to occupy and film, photograph, and/or otherwise record the aisles in and around the area of the seat locations.

2. The Account Holder must be a living adult individual or a legal business entity. The Account Holder represents that they are entering into this Agreement on their behalf and for their benefit, and not on behalf of, or at the direction of, a third party. This Agreement, the Account, and/or any rights that the Account Holder may have hereunder, shall not be assigned or transferred in any manner, whether voluntarily or by gift, bequest, or operation of law, by the Account Holder to any other person or entity. Except as expressly permitted by the PWHL, the Account Holder, any Bearer, and/or any person or entity having possession of any Ticket(s), shall not sell, resell, assign, or transfer such Ticket(s) to any person or entity for any price. The sale, resale, attempted resale, assignment, or transfer of this Agreement, the Account, and/or any Ticket(s) in violation of (i) the terms of this Agreement, (ii) any federal, state, provincial, or local law, ordinance, rule, or regulation, and/or (iii) the present and/or future mandates, rules, regulations, policies, practices, directives, or guidelines issued or adopted by, or on behalf of, the PWHL, shall automatically give the PWHL the unrestricted right to terminate this Agreement, cancel the Account and the Ticket(s), and revoke the personal license represented thereby, immediately and without having to refund the purchase price of the Ticket(s) to the Account Holder or anyone acting on the Account Holder’s behalf. For purposes of this Agreement, any sale, resale, attempted resale, assignment, or transfer of any Ticket(s) in any manner or at any price by any person or entity other than the Account Holder shall constitute a sale, resale, attempted resale, or transfer of such Ticket(s) by the Account Holder.



No Ticket may be used for advertising promotions (including, without limitation, contests and sweepstakes) or other trade purposes without the express written permission of the PWHL.

3. This Agreement and the Account may be terminated, and the personal license represented thereby revoked, immediately by the PWHL upon the death of an individual Account Holder and/or upon the breach of any of the terms of this Agreement by the Account Holder, a Bearer, and/or anyone acting with the authorization or on behalf of the Account Holder. This Agreement and the Account may also be terminated, and the personal license represented thereby revoked, immediately by the Venue if the Account Holder (whether an individual or legal entity) becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has otherwise ceased to conduct business.

4. The revocable license represented by a Ticket may be terminated at any time by the PWHL or the Venue if (a) the Account Holder and/or Bearer breaches any of the terms of this Agreement or violates any laws, ordinances, rules, or regulations in effect at the Venue, (b) the Game(s) are canceled, postponed, or rescheduled by the PWHL and/or any other agency having jurisdiction over the Venue and/or the Team, (c) any federal, state/provincial, and/or local law, rule, regulation, order, ordinance, directive, act, or mandate issued by a governmental body in Canada or the U.S. ("Regional Regulations") and/or any other agency having jurisdiction over the Venue and/or the Team limits the total attendance at the Game(s) to less than the Venue's authorized capacity, or (d) the Venue, League, or Team, in exercise of its sole and absolute discretion, deems it necessary to revoke the license in order to ensure the public's safety or the public's enjoyment of the Game(s).

5. Acceptance of or participation in any promotional offers, incentive programs, continuous enrollment programs, or automatic renewal programs does not confer upon the Account Holder any rights or options not expressly set forth herein, and does not alter, modify, amend, supersede, or cancel any of the terms or conditions of this Agreement. For the avoidance of doubt, acceptance of or participation in any payment rollover, automatic renewal, or similar program with respect to any Tickets purchased pursuant to this Agreement does not grant and shall not be deemed to grant to the Account Holder, and the Account Holder does not have, any right or option whatsoever to purchase Ticket(s) for any season after the Season or for the same seat locations that are assigned to the Account for the Season.

6. The Account Holder must promptly notify the Venue of any change of address. Such notice must be in writing and must include the signature of the individual Account Holder or, if a business entity is the registered Account Holder, of an authorized corporate officer, partner, or member.

7. If any Tickets are misplaced, or if incorrect Tickets are presented for admission, replacement Tickets may be issued by the Venue at its sole discretion. A non-refundable replacement fee of Twenty Dollars (\$20.00) per Game per Account may be required before any replacement Tickets are issued. Replacement Tickets will be issued only to the Account Holder and for no more than two (2) Games per Account for the Season.

8. While at the Venue, all spectators, including, without limitation, Account Holders and Bearers, shall comply with all applicable Regional Regulations and any rules established by the Venue. This Agreement and the rights and obligations of the parties hereto shall be governed by and construed in



accordance with the laws of the state/province in which the Venue is located and any applicable federal laws without regard to choice of law rules. This Agreement may be amended only by a writing signed by both parties.

9. ASSUMPTION OF RISK:

a. THE ACCOUNT HOLDER AND EACH BEARER OF A TICKET ACKNOWLEDGES THAT HE OR SHE KNOWS AND UNDERSTANDS ALL OF THE RISKS OF HARM OR INJURY TO HIS OR HER PERSON OR PROPERTY THAT MAY RESULT FROM ATTENDING A HOCKEY GAME AND PARTICIPATING AS A SPECTATOR IN SUCH EVENT AND HEREBY EXPRESSLY ASSUMES ALL RISKS AND DANGERS INCIDENTAL TO THE GAME OF HOCKEY, WHETHER OCCURRING PRIOR TO, DURING, OR SUBSEQUENT TO THE ACTUAL PLAYING OF THE GAME, INCLUDING, BUT NOT LIMITED TO, THE DANGER OF BEING INJURED BY PLAYERS OR OTHER SPECTATORS, THROWN HOCKEY STICKS OR PORTIONS THEREOF, THROWN, SLAPPED OR OTHERWISE PROJECTED PUCKS, THROWN, DROPPED, OR LAUNCHED OBJECTS OR PROJECTILES, CONTACT OR COLLISIONS WITH OTHER SPECTATORS OR STAFF, ANY OTHER INCIDENTS OR ACCIDENTS ASSOCIATED WITH CROWDS OF PEOPLE OR THE NEGLIGENCE OR MISCONDUCT OF OTHER SPECTATORS, AND THE USE OF OR PARTICIPATION IN ANY ATTRACTIONS, ACTIVITIES, OR EVENTS AT THE VENUE, AND AGREES THAT THE VENUE, THE TEAM, THE PWHL, AND THE PLAYERS AND TEAMS PARTICIPATING IN THE GAME (HEREINAFTER, INDIVIDUALLY AND COLLECTIVELY REFERRED TO AS THE "RELEASED PARTIES") ARE NOT AND SHALL NOT BE LIABLE FOR ANY LOSSES, DAMAGES, AND/OR INJURIES RESULTING FROM SUCH CAUSES.

b. THE ACCOUNT HOLDER AND EACH BEARER OF A TICKET ACKNOWLEDGES THAT THERE IS AN INHERENT RISK OF EXPOSURE TO AND/OR CONTRACTING COVID-19 (AS DEFINED BY THE WORLD HEALTH ORGANIZATION) AND/OR ANY STRAINS, VARIANTS, OR MUTATIONS THEREOF, THE CORONAVIRUS THAT CAUSES COVID-19, AND/OR ANY OTHER AIRBORNE, AEROSOLIZED, OR SURFACE TRANSMISSIBLE COMMUNICABLE AND/OR INFECTIOUS DISEASES, VIRUSES, BACTERIA, ILLNESSES, OR THE CAUSES THEREOF (COLLECTIVELY, "COMMUNICABLE DISEASE"), IN ANY PUBLIC PLACE REGARDLESS OF PRECAUTIONS THAT MAY BE TAKEN. THE ACCOUNT HOLDER AND EACH BEARER OF A TICKET FURTHER ACKNOWLEDGES AND AGREES THAT THE RELEASED PARTIES ARE NOT AND SHALL NOT BE LIABLE FOR ANY LOSSES, DAMAGES, AND/OR INJURIES RESULTING FROM ACCOUNT HOLDER AND/OR ANY BEARER OF A TICKET BEING EXPOSED TO AND/OR CONTRACTING A COMMUNICABLE DISEASE, INCLUDING, WITHOUT LIMITATION, ANY ASSOCIATED DANGERS, MEDICAL COMPLICATIONS, AND PHYSICAL AND MENTAL INJURIES, BOTH FORESEEN AND UNFORESEEN, THAT MAY RESULT FROM CONTRACTING A COMMUNICABLE DISEASE.

10. **INDEMNIFICATION:** The Account Holder and each Bearer of a Ticket shall indemnify, defend, and hold harmless, and covenants not to sue, the Released Parties, and each of their respective affiliates, owners, shareholders, directors, officers, employees, representatives, agents, contractors, licensees, heirs, successors, and assigns of any of the aforementioned parties (hereinafter, individually and collectively referred to as the "Indemnified Parties"), from and against any and all demands, claims, suits, causes of action, costs, expenses and attorneys' fees, and/or any liability whatsoever, for any losses, injuries, and/or damages whatsoever sustained by anyone, whether to their persons and/or property, as a result of or incident to any of the risks assumed in Section 9, above, including, but not limited to, the



danger of being injured by players, other fans, thrown hockey sticks or portions thereof, thrown or slapped or otherwise projected pucks, or other objects or projectiles, and the danger of being exposed to and/or contracting a Communicable Disease. The foregoing indemnity shall apply to any and all costs and expenses incurred by or on behalf of the Indemnified Parties in defending and/or preparing to defend against any such claims, suits, and/or liability.

11. **DEFAULT:** If the Account Holder fails to pay any deposit, installment payment, and/or the total amount, in full, by the applicable due date(s) pertaining to this Agreement, or otherwise defaults in the performance or observation of any of its obligations under this Agreement, the PWHL may, in its sole discretion either: (i) withhold distribution of Tickets and/or admission to the Games until such time as said default(s) is/are cured, or (ii) terminate this Agreement and the Account immediately by giving notice of termination to the Account Holder. The foregoing remedies shall be cumulative and not exclusive of any other right or remedy set forth herein or otherwise available to the PWHL in law or at equity. No waiver by the PWHL of any default or breach by the Account Holder hereunder, and no failure or delay by the PWHL in the exercise of any remedy provided herein, shall be construed to constitute a forfeiture or waiver thereof or of any other right or remedy available to the PWHL.

12. The failure of the PWHL to seek redress for any violation of, or to insist upon the strict performance of, any covenant, term, condition, representation, and/or warranty set forth in this Agreement will not constitute a waiver of such rights or in any way limit or prevent the subsequent enforcement of any such covenant, term, condition, representation, and/or warranty. The various rights, powers, and/or remedies of the PWHL hereto or herein contained will not be considered as exclusive of, but will rather be considered cumulative to, any rights, powers, and/or remedies now or hereafter existing at law or in equity and/or created by this Agreement.

13. While at the Venue, all spectators, including, without limitation, Account Holders and Bearers, shall not transmit or aid in transmitting any information, description, account, picture, or reproduction of the Game or any entertainment, attractions, warm-ups, practices, pre-game, post-game, or between-inning activities, promotions, or competitions offered in connection with the Game (collectively, the "Game Information"). The PWHL is the exclusive owner of all copyrights and other intellectual and property rights in the Game Information.

14. By using the Ticket, the Bearer acknowledges and agrees that PWHL and the Venue shall have the unrestricted right and license to use and exploit the Bearer's image, voice, and likeness as it appears in any film, photograph, broadcast, telecast, and/or recording made in connection with the Game or at the Venue in any manner, in all media, worldwide, in perpetuity, including, without limitation, in any advertisements and/or promotional materials for any of the aforementioned entities.

15. In addition, by using the Ticket, the Bearer authorizes and grants the right to the PWHL to use, reproduce, publish, and/or depict the Bearer's name, voice, and/or likeness, in any manner that the PWHL deems necessary or appropriate, in all media, worldwide, in perpetuity, in and in connection with promotion, advertisement, publication, exhibition, and/or exploitation of the PWHL and/or the Game, including, without limitation, any and all print and digital advertisements, websites, and social media posts of or regarding the PWHL and/or the Game. The Bearer acknowledges and agrees that this authorization is intended to satisfy any and all of the consent requirements of Regional Regulations regarding



intellectual property rights, and hereby waives and releases any and all claims that he/she may have or hereafter have against the PWHL under those statutes or any other statutes or common law principles of similar effect.

16. All sales are final. No refunds, returns, or exchanges of any kind are permitted, except as authorized in accordance with this Agreement. The Account Holder expressly waives and forever releases any other right to seek any refund of any amount paid under this Agreement, including, without limitation, any right or basis to seek or obtain any chargeback or other reversal of any credit card payment.

17. This Agreement constitutes the entire agreement between the parties and the provisions hereof supersede any and all prior and/or contemporaneous agreements or understandings relating to the same subject matter.

18. **SIMPLE RENEWAL PLAN FOR PURCHASERS OF A FULL SEASON MEMBERSHIP ONLY.** This Section 18 applies only if Account Holder purchases a Full Season Membership. As provided in Section 1 of this Agreement, the PWHL has no obligation to renew this Agreement. In the event that the PWHL, in its sole and absolute discretion, decides to offer Account Holder the opportunity to renew this Agreement for the following year and purchase a full season membership for the next regular season, Account Holder agrees to participate in the simple renewal plan (the "Simple Renewal Plan") and to be bound by the following in connection therewith:

a. The PWHL shall deliver to the Licensee a notice to the email account identified in the Licensee's Ticket Account (a "Simple Renewal Plan Notice") not less than thirty (30) days and not more than ninety (90) days prior to the date on which the PWHL intends to renew the License. The Simple Renewal Plan Notice shall (i) specify the date on which the renewal of the License will take effect, (ii) specify how Licensee may cancel its membership in the Simple Renewal Plan, and (iii) contain a current version of this License;

b. In connection with the Simple Renewal Plan, the PWHL shall have the ability to amend, modify, or change this License as necessary or desirable in its sole discretion, including, but not limited to, the following elements: (i) the pricing of the products / tickets covered by the License and any payment plan option relating thereto, (ii) any opportunity to purchase tickets to any Postseason Home Games, (iii) any provision regarding Rescheduled Games, (iv) any provision relating to a Ticket Account, (v) any provision relating to privacy or personal information; (vi) any provision relating to the Licensee's rights to sell or transfer any tickets purchased by it, (vii) any provision relating to restrictions or modifications to the rights afforded to the Licensee in connection with the License, (viii) the PWHL's termination and cancellation rights, (ix) any waivers by the Licensee or releases of liability in favour of the PWHL, the Released Entities or anyone else, (x) any provision relating to the PWHL's or Venue's security policies, health and safety policies, (xi) the dispute resolution procedures contained herein, (xii) any provision relating to Game Information and the transmission thereof, (xiii) any provision relating to the Simple Renewal Plan, and/or (xiv) any provision that is required to be amended, added, or removed as a result of a request by or change in policy of the PWHL;

19. The Licensee shall have the right, exercisable by delivery of written notice to the PWHL (or such other form of notice as may be determined by the PWHL and communicated to the Licensee) (a "Cancellation Notice") by the deadline and in the manner set forth in the Simple Renewal Plan Notice, to



cancel its participation in the Simple Renewal Plan. If a Cancellation Notice is delivered by the Licensee in accordance with the aforementioned requirements, the License shall terminate at the time specified in Section 19, and, unless otherwise agreed by the PWHL in its sole discretion, the Licensee shall not be entitled to purchase any Tickets pursuant to the Simple Renewal Plan; and

20. If Licensee does not deliver a Cancellation Notice by the deadline and in the manner specified in the Simple Renewal Plan Notice, then the License will renew on the date specified in the Simple Renewal Plan Notice and, upon such renewal, Licensee (i) agrees to pay for and accept its full season tickets package in accordance with the renewed License terms and without any further solicitation required by the PWHL; and (ii) authorizes the PWHL to charge the Licensee's payment(s) to the Licensee's credit card previously provided by Licensee for payment of its Full Season Tickets Package, or, if such credit card has been updated following payment of its Full Season Tickets Package, such updated credit card. Upon renewal, the terms of this License will continue to govern the Licensee's Full Season Tickets Package granted hereunder for the duration of the term of this License as specified in Section 19. In the event that the Licensee previously selected a payment plan option that remains available at the time of the foregoing renewal, the PWHL will process the aforementioned payment(s), in accordance with such payment plan option. For greater certainty, the PWHL has no obligation to proceed with the Simple Renewal Plan and may cancel the Simple Renewal Plan at any time and/or choose to renew Ticket Packages in any other manner, in its sole discretion.