

## **2025 Charlotte Sports Foundation Ticket Terms**

Tickets to Charlotte Sports Foundation's Ally Tipoff at Spectrum Center Arena are revocable licenses that only grant a one-time entry into the arena and a seat, or if specified on the ticket, a standing location, for the specified game (the "Event") with no right of re-entry. 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 Charlotte Sports Foundation and/or its affiliates (the Foundation), and any operator of the arena or related arena grounds (including, without limitation, parking areas and entry gates) (the Arena) at which the event or any surrounding activities (in whole or in part) for which this ticket is issued is held (collectively, all such additional terms, Supplemental Terms). The Holder agrees that such license is subject to these terms ("Terms") and by purchase, acceptance and/or use of this ticket, Holder is deemed to have read the Terms and has agreed to be bound by them. Failure to comply with the Terms shall result in forfeiture of the license and all rights arising under it without refund and entitle the Charlotte Sports Foundation and/or the operator (individually or collectively, "Management") to pursue all legal remedies available. Admission may be refused or revoked and Holder may be ejected in Management's sole discretion.

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). Management's liability for any breach of the Terms shall not exceed the Face Value. IN NO EVENT SHALL MANAGEMENT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES OF ANY KIND INCLUDING, WITHOUT LIMITATION, ANY AMOUNT PAID IN EXCESS OF FACE VALUE FOR THE TICKET. ANY DISPUTE, CLAIM, OR CAUSE OF ACTION IN ANY WAY RELATED TO THE TICKET OR THE EVENT SHALL BE RESOLVED BY MANDATORY, CONFIDENTIAL, FINAL, AND BINDING ARBITRATION IN CHARLOTTE, NORTH CAROLINA. HOLDER AND MANAGEMENT AGREE THAT ALL DISPUTES SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS. HOLDER UNDERSTANDS THAT THEY ARE WAIVING THEIR RIGHT TO A COURT OR JURY TRIAL AND ANY RIGHT TO LITIGATE OR ARBITRATE ANY CLAIM AS A CLASS ACTION, REPRESENTATIVE ACTION, OR CLASS ARBITRATION. IF HOLDER DOES NOT CONSENT TO THIS CLAUSE, HOLDER MUST LEAVE OR NOT ENTER THE ARENA. THIS CLAUSE IS GOVERNED BY THE FEDERAL ARBITRATION ACT.

Holder must comply with all Event and Arena policies including without limitation policies addressing security and fan conduct, health and safety, and bags. Holder and Holder's belongings may be searched or assessed. Prohibited items may be confiscated and Holder's admission may be denied or revoked at Management's sole discretion. Holder consents to such searches and assessments and waives all related claims. If Holder does not consent, Holder acknowledges Management has the right to deny or revoke Holder's admission without refund. Management reserves the right to deny or revoke the

admission of any person who it determines, in its sole discretion, poses a risk to the health or safety of other attendees or whose conduct violates these Terms, any Event or Arena policies, or is otherwise disorderly (or complicit therein) without refund.

Holder agrees not to create, transmit, display, distribute, exploit, misappropriate or sell (or aid in such activity) (1) in any form, any description or account (whether text, data or visual, and including, without limitation, play-by-play data) of the Event or related events (collectively, "Descriptive Data") for any commercial or non-personal, purpose; (2) any images, videos, audio or other form of display or public performance or reproduction of any portion of the Event or related events ("Works") for any commercial or non-personal purpose; or (3) livestreams of any portion of the Event or related events ("Livestreams"). Notwithstanding the foregoing, Holder agrees that by causing their ticket to be scanned upon entry to the Event, Holder shall be deemed to have signed the ticket and granted the Charlotte Sports Foundation an exclusive worldwide, irrevocable, perpetual, sub-licensable, royalty-free license to all rights associated with any Works, Livestreams, and Descriptive Data. Holder grants irrevocable permission to the Charlotte Sports Foundation, operator and their respective sponsors, licensees, advertisers, broadcasters, designees, partners and agents to use, publish, distribute and/or modify Holder's image, likeness, voice, actions and statements in any medium including, without limitation, audio, video, or images of the Event for any purpose without further authorization or compensation, and waives all claims and potential claims relating to such use unless prohibited by law. HOLDER VOLUNTARILY ASSUMES ALL RISKS, HAZARDS AND DANGERS incident to the Event and related events, including the risk of personal injury (including death), exposure to communicable diseases, viruses, bacteria or illnesses, or the causes thereof, or lost, stolen or damaged property, whether occurring before, during, or after the Event, however caused, and hereby waives all claims and potential claims relating to such risks, hazards and dangers.

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 COVID19. 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.

Management is not responsible for lost, stolen, destroyed, duplicated or counterfeit tickets and may refuse to honor them. Tickets may not be used for, or in connection with, any form of commercial purposes including, without limitation, advertising, promotions, contests, sweepstakes, giveaways, gambling or gaming, without the express written consent of the Charlotte Sports Foundation. Use of tickets in violation of law is strictly prohibited and will result in seizure, revocation and/or forfeiture of the license without refund. RELEASE, WAIVER & COVENANT NOT TO SUE. On behalf of Holder and Holder's Related Persons, Holder releases and covenants not to sue each of the Released Parties with respect to any and all claims 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 dangers described above, including without limitation any and all claims that arise out of or relate in any way to Holder's (i) exposure to COVID-19; (ii) entry into, or presence within or around, the Event (including all risks related thereto, including without limitation in parking areas or entry gates) or compliance with any protocols applicable to the Event; or (iii) interaction with any personnel of any of the Released Parties at the Event, in each case whether caused by any action, inaction or negligence of any Released Party or otherwise.

As used herein: "Related Persons" means Holder's heirs, assigns, executors, administrators, next of kin, anyone attending the Event with Holder (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. "Released Parties" means: (i) Charlotte Sports Foundation, Charlotte Sports Events, Charlotte Collegiate Football II, LLC, Charlotte Collegiate Football Bowl II, LLC and each of their respective direct and indirect affiliates, administrators, designees, licensees, agents, owners, officers, directors, employees, contractors (and their employees) and other personnel; (ii) Charlotte Arena Operations, LLC and each of its respective direct and indirect affiliates, administrators, designees, licensees, agents, owners, officers, directors, employees, contractors (and their employees) and other personnel; (iii) the direct and indirect owners, lessees and sublessees of Spectrum Center and related arena grounds (including, without limitation, parking areas and entry gates) ("Arena"); (iv) all third parties performing services at the Arena; and (v) any parents, subsidiaries, affiliated and related companies and officers, directors, owners, members, managers, partners, employers, employees, agents, contractors, subcontractors, insurers, representatives, successors and/or assigns of each of the foregoing entities and persons, whether past, present or future and whether in their institutional or personal capacities.