

## CINCINNATI BENGALS

### TICKET TERMS AND CONDITIONS

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#### TICKETHOLDER TERMS AND CONDITIONS

PLEASE READ CAREFULLY. THESE TERMS CONTAIN ARBITRATION AND CLASS ACTION WAIVER PROVISIONS THAT IMPACT YOUR LEGAL RIGHTS.

Tickets to Cincinnati Bengals (“Bengals”) football games or events, as applicable, at Paycor Stadium are revocable licenses that only grant a one-time entry into the Stadium and a seat, or if specified on the ticket, a standing location, for the specified game or event (the “Event”) with no right of re-entry. The purchaser and/or bearer of tickets to the Event, and any individual seeking entry to the Event through the use of a ticket, including minors and all other attendees accompanying any ticket bearer (on whose behalf the purchaser and/or bearer represents they are authorized to act for purposes of agreeing to these terms) (each of the foregoing hereinafter a “Holder”), agree that (i) such license is subject to these terms (“Terms”), and (ii) by purchase, acceptance and/or use of such license, each Holder is deemed to have read and understood the Terms, and 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 Cincinnati Bengals, Inc. and/or, if applicable, Paycor Stadium (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 OR EXCHANGES EXCEPT AS PROVIDED HEREIN. THE SOLE AND EXCLUSIVE REMEDY if admission is refused or revoked, Stadium capacity limitations result in ticket cancellation, or the Event is canceled and not rescheduled for any reason, or for any breach of the Terms, is a refund of up to the ticket price set by Management (“Face Value”). IN NO EVENT SHALL HOLDER BE ENTITLED TO 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 CINCINNATI, OHIO, REGARDLESS OF WHERE HOLDER RESIDES OR FROM WHERE THE TICKET WITH WHICH HOLDER SEEKS ADMISSION WAS PURCHASED. HOLDER AND MANAGEMENT AGREE THAT ALL DISPUTES SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS. HOLDER UNDERSTANDS, ACKNOWLEDGES AND AGREES 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 STADIUM. THIS CLAUSE IS GOVERNED BY THE FEDERAL ARBITRATION ACT.**

The Event date and time (and gate opening), are subject to change at Management’s sole discretion, and no such change shall entitle Holder to a refund or other remedy at law or in equity if Holder cannot attend or for any other reason. Please also be aware that there are certain games scheduled during the NFL’s flexible scheduling window for which the date and time of the games may be changed from what is originally reflected on the schedule and what may appear on the ticket. For more information about NFL flexible

scheduling procedures for the 2025 NFL Season, please visit <https://www.nfl.com/schedules/flexible-scheduling-procedures>. Holder may also be relocated in Management's sole discretion, and no such relocation shall entitle Holder to a refund or other remedy if Holder is relocated to a seat of comparable Face Value. If at any time the Bengals cease playing home football games at Paycor Stadium for any reason, Holder permanently and irrevocably relinquishes all rights and interests in and to any tickets and waives any claim that it or its successors or assigns has or may have against Bengals, no matter what theory arising out of or relating to any claim with respect to any relocation.

Holder must comply with all Event policies including without limitation policies addressing security and fan conduct, health and safety, and bags (<https://www.bengals.com/fans/fanguide>). 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 and the NFL each reserve the right to deny or revoke the admission of, and to ban from future NFL games and events, any person who it determines, in its sole discretion, poses a risk to the health, safety, or enjoyment of other attendees or whose conduct violates these Terms, any Event policies, or is otherwise disorderly (or complicit therein) without refund.**

Unauthorized entry into the field of play or other restricted areas, interfering with the progress of any game or event, attempting any physical contact with an event participant, and/or any other disorderly conduct deemed dangerous, inappropriate, or in violation of the Stadium code of conduct or any other relevant security policies is strictly prohibited. Violators will be removed from the Stadium and subject to arrest and prosecution, forfeiture of ticket privileges, and other penalties including up to a lifetime ban. Violators may also be subject to civil penalties and/or fines, as well as financial liability for any damages, costs or injuries incurred as a result of such unauthorized entry or interference. Such conduct constitutes a serious breach of Management's safety and security protocols, and violators assume any and all risks associated therewith, including the risk of personal injury (including death), and the risk of loss or damage to personal property.

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 NFL 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 NFL, the Bengals, 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.

Any collection, use, and/or disclosure of Holder data in connection with Holder's use of the ticket license, attendance at the Event, or use of the websites, mobile applications, and other online or offline services of the NFL or the Bengals, including without limitation use of the Stadium Wi-Fi network, (the "Services"), are subject to the **Bengals' Privacy Policy located at <https://www.bengals.com/team/privacypolicy>**, which provides greater detail on how Holder personal information may be used and how to exercise any rights Holder might have under applicable law. By using the Services, Holder acknowledges that they have read and understood the terms of the Bengals' Privacy Policy. **Holder's use of the Stadium Wi-Fi network is subject to the Bengals' Wi-Fi Policy located at <https://www.bengals.com/team/terms-of-use>.**

**HOLDER KNOWINGLY AND 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 (including, e.g., COVID-19), 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.

**RELEASE, WAIVER & COVENANT NOT TO SUE.** On behalf of Holder and Holder's Related Persons, Holder knowingly and voluntarily 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 now have or that hereafter accrue, whether known or unknown, against any of the Released Parties that relate to any of the risks, hazards and dangers described above or resulting from anything which has happened up to now, including without limitation any and all claims that arise out of or relate in any way to Holder's or any of Holder's Related Persons' entry into, or presence within or around, the Event (including without limitation in parking areas or entry gates, or associated with locations near the field of play), in each case whether caused by any action, inaction or negligence of any Released Party or otherwise. **HOLDER UNDERSTANDS THAT THEY ARE RELEASING AND WAIVING CERTAIN POTENTIAL RIGHTS HELD BY HOLDER AND HOLDER'S RELATED PERSONS. TO THE EXTENT APPLICABLE HOLDER KNOWINGLY AND VOLUNTARILY WAIVES THE PROVISIONS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE AS AGAINST EACH RELEASED PARTY WITH REGARD TO CLAIMS RELEASED HEREBY AND ACKNOWLEDGES AND AGREES THAT THIS WAIVER IS AN ESSENTIAL AND MATERIAL PART OF THESE TERMS. HOLDER FURTHER ACKNOWLEDGES THE SIGNIFICANCE AND CONSEQUENCE OF THE RELEASE AND THE SPECIFIC WAIVER OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE.**

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 agreeing to the Terms, including the release herein), and other persons acting or purporting to act on Holder's or their behalf.
- "Released Parties" means: (i) Cincinnati Bengals, Inc., Paul Brown Stadium Ltd., NFL Ventures, Inc., NFL Ventures, L.P., NFL and its member clubs, 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) the direct and indirect owners, lessees and sublessees of Paycor Stadium and related stadium grounds (including, without limitation, parking areas and entry gates) ("Stadium"); (iii) all third parties performing services at the Stadium; and (iv) 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.

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 Bengals and NFL. This includes using tickets for the primary purpose of resale, as determined at the sole discretion of the Bengals. Use of tickets in violation of law is strictly prohibited and will result in seizure, revocation and/or forfeiture of the license without refund. Additionally, any Holder deemed to have violated these Terms, as determined at the sole discretion of the Bengals, may be subject to penalties on future ticket purchases, including increased face value prices.

This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio, without regard to conflict of law principles.

## **Severability Clause**

If any provision of this revocable license is determined to be invalid, illegal, or unenforceable, it shall be deemed severed and not affect the enforceability of any other provisions, which shall be enforced as if the revocable license did not contain the invalid, illegal, or unenforceable provision.

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## **SEASON TICKET TERMS AND CONDITIONS**

These Season Ticket Terms and Conditions (the "Terms") apply to Season Ticket licenses and include an Auto-Renewal Payment Option, an Auto-Enrollment Option into Pay As We Play and Payment Authorization. Failure to comply with these Terms shall result in forfeiture of the license and all rights arising under it without refund and entitle the National Football League (the "NFL") and the Cincinnati Bengals (the "Bengals") to pursue all legal available. In addition, admission may be refused or revoked, and I may be ejected at remedies Bengals' sole discretion.

The use of the Season Tickets is subject to these Terms and the Bengals' current Ticketback Terms and Conditions. Use of the Season Tickets represents your acceptance and agreement with the current Ticketback Terms and Conditions.

**DEFINITIONS:** "I," "me," and "my" mean the Season Ticket licensee identified on the associated Invoice (whether person or entity) and/or any holder of a Season Ticket. "You," "your," "Cincinnati Bengals" and "Bengals" mean, collectively, Cincinnati Bengals, Inc. "Season Ticket(s)" means an indivisible revocable license issued annually by the Bengals that provides me tickets to attend all pre-season and regular season Bengals home games, and when applicable, Playoff Games, during the applicable NFL Season at Paycor Stadium (the "Stadium"). "Playoff Game(s)" means post-season games played by the Bengals at the Stadium. "Invoice" means the applicable season's Invoice and any revised invoice for the applicable NFL season (as described below) and any written timetable of scheduled payment amounts and due dates for that season disclosed to me by the Bengals. "Pay As We Play" means the option to purchase a ticket for Playoff Games during the applicable NFL Season and includes Auto-Renewal Payment Options ("Auto-Renewal Options"), Non-Auto-Renewal Payment Options ("Non-Auto-Renewal Options"), Auto-Enrollment into Pay As We Play Options ("Auto-Enrollment Option"), and Non-Auto Enrollment Options ("Non-Auto-Enrollment Options"). "Payment Method" means the Card or Deposit Account (as those terms are defined below) designated by me to pay for the Season Tickets. "Payment Plan" means the agreement to purchase a Season Ticket over time which includes Auto-Renewal Payment Options and Non-Auto-Renewal Payment Options, as selected by me. "Related Persons" means my heirs, assigns, executors, administrators, next of kin, anyone attending the Stadium with me (which persons I represent have authorized me to act on their behalf for purposes of the release herein), and other persons acting or purporting to act on my behalf. "Released Parties" means (i) the Bengals, PS, NFL Ventures, Inc., NFL Ventures, L.P., NFL and its member clubs, and each of your respective direct and indirect affiliates, administrators, designees, licensees, agents, owners, officers, directors, employees, contractors (and their employees) and other personnel; (ii) the direct and indirect owners, lessees and sublessees of the Stadium and related stadium grounds (including, without limitation, parking areas and entry gates); (iii) all third parties performing services at the Stadium; and (iv) 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.

**REVOCABLE LICENSE:** The Bengals Season Tickets are a limited, revocable license issued by the Bengals to me. I acknowledge that the Bengals reserve the right to revoke this license for any lawful reason, including breach of any of the provisions of these Terms or the Stadium Code of Conduct by my Related Persons or me. I and all Related Persons using my Season Tickets shall maintain proper decorum and comply with all governmental authorities and the Bengals' laws, rules, and regulations. Any breach of such rules may impact the rights and benefits I receive and shall entitle the Bengals to all available legal remedies, including but not limited to revocation or cancellation of my Season Ticket account, Bengals Season Ticket Auto-Renewal Option, Pay As We Play and its Auto-Enrollment Option, and/or Season Tickets generally. Upon such revocation or cancellation, neither the Bengals nor any of its agents shall have any obligation to issue a credit, refund, or any other compensation to me for any payments paid and originally scheduled to be paid prior to the date of such revocation or cancellation, which may be accelerated.

**ALL SALES ARE FINAL. NO REFUNDS OR EXCHANGES:** All sales of Season Tickets are final, and no refunds of payments or deposits for Season Tickets, or exchanges for Season Tickets, will be made except at the Bengals' sole discretion.

**LOST OR STOLEN TICKETS:** The Bengals are not responsible for lost, stolen, or duplicated tickets, and any reissuance of Season Tickets shall be at the sole discretion of the Bengals and may be subject to additional fees determined by the Bengals.

**PAYMENTS:** If my payment is reversed, disputed, or otherwise not credited to the Bengals, to the extent permitted by law and without limiting any other rights or remedies available to the Bengals, I will be personally responsible for such payment and any collection costs and attorneys' fees incurred by the Bengals.

**USE OF TICKETS:** I acknowledge that You are not responsible for lost, stolen, destroyed, duplicated, or counterfeit tickets and may refuse to honor them. Season 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 Bengals and NFL. Use of tickets in violation of law is strictly prohibited and will result in seizure, revocation, and/or forfeiture of the license without refund.

**INVOICE:** I understand that if I decide to purchase a Season Ticket, the Bengals will provide an invoice specifying the estimated dates and amounts of the payments scheduled to come due under the Payment Plan.

**PAYMENT AUTHORIZATIONS:** The following ACH Authorization and Card Authorization, collectively, will be referred to as the "Payment Authorizations" in these Terms.

**ACH AUTHORIZATION:** I understand that if I pay for Season Ticket(s) via the Automated Clearing House ("ACH"), the ACH debit(s) to my bank account as designated by me (the "Depository Account") will be governed by the National Automated Clearing House Association's

Operating Rules and Guidelines, as they may be amended from time to time (collectively, the “Nacha Rules”). By providing my Depository Account information to the Bengals and electing to pay for my Season Ticket(s) via ACH, I explicitly authorize the Bengals, its financial institution, and any third party service provider used by such parties to electronically debit and credit my Depository Account (and, if necessary, to electronically credit my Depository Account to correct erroneous debits) in accordance with these Terms and in accordance with the Payment Plan selected by me at checkout (“Payment Page”). If a required payment is reduced by a credit, I authorize the Bengals to charge the Deposit Account such reduced amount. I understand and agree that the combination of the information provided by me on the Payment Page and these Terms constitutes my ACH “Authorization” as defined under the Nacha Rules. This Authorization will be effective as of the date these Terms are accepted by me, and will remain in full force and effect until I cancel such authorization as described below. I represent and warrant that I am the owner or authorized user of the Depository Account that I designate on the Payment Page. I acknowledge that the ACH transactions I authorize pursuant to this Authorization comply with all applicable laws and with the Nacha Rules. If an ACH debit is returned unpaid due to insufficient or uncollected funds, I authorize the Bengals, its financial institution, and their applicable third party service providers to make a one-time electronic fund transfer from my Depository Account to collect a fee in the amount of the lesser of: (a) \$25.00; or (b) the highest amount permitted by applicable law (“Return Fee”). I authorize the Bengals to reinitiate any charge that is rejected as permitted by the Nacha Rules. Each charge to the Depository Account will be processed in U.S. Dollars.

**CARD AUTHORIZATION:** I understand that if I pay for Season Ticket(s) via a credit or debit card as designated by me (the “Card”), the payment will be governed by the rules and guidelines of the applicable payment network, as amended from time to time (collectively, the “Network Rules”). By providing my Card information to the Bengals and electing to pay for my Season Ticket(s) via Card, I explicitly authorize the Bengals, its financial institution, and any third party service provider used by such parties to store such card information on file for quicker transactions in the future and to charge my Card in accordance with these Terms and in accordance with the Payment Plan selected by me on the Payment Page. If a required payment is reduced by a credit, I authorize the Bengals to charge the Card such reduced amount. I understand and agree that the combination of the information provided by me on the Payment Page and these Terms constitutes my “Authorization” as defined under the Network Rules. This Authorization will be effective as of the date these Terms are accepted by me, and will remain in full force and effect until I cancel such authorization as described below. I represent and warrant that I am the named cardholder or authorized user of the Card that I designate on the Payment Page. Each charge to the Depository Account will be processed in U.S. Dollars. If a charge is converted into another currency, its amount may vary based on fluctuations in the applicable conversion rate.

**PAYMENT TIMING:** I acknowledge and agree that if the Payment Plan I select is an Auto-Renewal Payment Option, my Depository Account or Card will be debited or charged (as applicable) on the first (1<sup>st</sup>) day of each month for the amount agreed upon and with the frequency indicated on the Payment Page.

## **PAYMENT PLAN OPTIONS**

**AUTO-RENEWAL PAYMENT OPTION: I ACKNOWLEDGE THAT I AM UNDER NO OBLIGATION TO ENROLL IN AN AUTO-RENEWAL SEASON TICKET PAYMENT OPTION (INCLUDING PAY AS WE PLAY) AND MAY INSTEAD CHOOSE TO PAY FOR MY SEASON TICKET (INCLUDING PLAYOFF GAME TICKETS) ANOTHER WAY.** If I choose to pay for my Season Ticket via an Auto-Renewal Option, the Bengals, at its discretion, may automatically renew my purchase of Season Tickets and participation in the Payment Plan. The Bengals set the renewal terms and conditions, including, at its discretion, at higher prices. I understand that enrollment in the Auto-Renewal Option does not constitute a guaranty that the Bengals will offer me the opportunity to purchase a Season Ticket for any given season or at a previous season's price. **I ACKNOWLEDGE THAT, AT THE BENGALS DISCRETION, THE AUTO-RENEWAL SEASON TICKET PAYMENT OPTION WILL CONTINUE UNTIL I OPT OUT IN ACCORDANCE WITH THESE TERMS.**

**IF SEASON TICKET PRICES INCREASE, THE BENGALS WILL PROVIDE ME WITH A REVISED INVOICE AND SCHEDULE OF PAYMENT DATES AND AMOUNTS PRIOR TO THE APPLICABLE SEASON. THE DEADLINE FOR ME TO OPT OUT OF THE REVISED INVOICE AND SCHEDULE OF PAYMENT DATES AND AMOUNTS SHALL BE WITHIN THIRTY (30) DAYS OF RECEIPT OF THE REVISED INVOICE AND SCHEDULE OF PAYMENT DATES AND AMOUNTS FOR THE UPCOMING SEASON. IF I DO NOT OPT OUT BY THE APPLICABLE DEADLINE, I AGREE TO THE CHANGE IN SEASON TICKET PRICING AND TO MAKE THE PAYMENTS SPECIFIED IN THE REVISED INVOICE AND SCHEDULE OF PAYMENT DATES AND AMOUNTS.**

**I UNDERSTAND THAT I CAN OPT OUT OF THE AUTO-RENEWAL PAYMENT OPTION IN ACCORDANCE WITH THESE TERMS BY VISITING [HTTPS://AM.TICKETMASTER.COM/BENGALS/](https://am.ticketmaster.com/bengals/), EMAILING [TICKETS@BENGALS.NFL.NET](mailto:tickets@bengals.nfl.net) OR CALLING THE BENGALS AT (513) 621-8383. I FURTHER UNDERSTAND THAT IF I DO NOT TIMELY OPT OUT OF THE AUTO-RENEWAL PAYMENT OPTION, I AM AGREEING TO PURCHASE THE SEASON TICKETS BY MAKING THE PAYMENTS SPECIFIED IN THE INVOICE. NOTWITHSTANDING THE FOREGOING, I MAY ALSO OPT OUT OF THE AUTO-RENEWAL PAYMENT OPTION AFTER THE 30 DAY OPT OUT PERIOD PROVIDED THAT I PAY THE OUTSTANDING BALANCE OF THE SEASON TICKETS FOR THE APPLICABLE SEASON AS INDICATED IN MY INVOICE.** An Auto-Renewal Option may not be available to me if I have twice opted out of an Auto-Renewal Payment Option. All Season Ticket renewals are subject to these Terms until or unless new Terms are issued with the new season. If these Terms conflict with the new Terms, the new Terms control.

**ADDITIONAL PAYMENT AUTHORIZATION FOR AUTO-RENEWAL:** Upon my choosing to pay for my Season Ticket via an Auto-Renewal Option, I authorize the Bengals to charge the Payment Method and any subsequent Payment Method I provide to the Bengals for (i) the Payment Plan payments in the amounts and on or after the dates specified in the Invoice for the current NFL season's Season Ticket Payment Plan, as it may be amended, and (ii) for future NFL seasons, the Season Ticket Payment Plan payments in the amounts on or after the dates specified in the Invoice for such future NFL seasons, as it may be amended, unless I opt out of the

Auto-Renewal Option for such future NFL seasons pursuant to these Terms. If a charge is converted into another currency, its amount may vary based on fluctuations in the applicable conversion rate. I acknowledge that the Bengals are not obligated to reinitiate any rejected payment (charge or debit attempt) and may terminate the Payment Plan in accordance with these Terms if a charge or debit is rejected. I agree to update my Payment Method information if it changes. To make changes to my Payment Method or ask questions regarding the Auto-Renewal Option and this Authorization, I must contact the Bengals at **(513) 621-8383 or [tickets@bengals.nfl.net](mailto:tickets@bengals.nfl.net)**. **I may also make changes to my Payment Method by visiting <https://am.ticketmaster.com/bengals/>.**

**ADDITIONAL PAYMENT AUTHORIZATION FOR NON-AUTO-RENEWAL:** If I elect to pay for my Season Ticket via a Non-Auto-Renewal Option, I authorize the Bengals to charge the Payment Method I provide to the Bengals for the Payment Plan payments in the amounts and on or after the dates specified in the Invoice for the current NFL season's Season Ticket Payment Plan, as it may be amended. I acknowledge that the Bengals are not obligated to reinitiate any rejected charge and may terminate the Payment Plan in accordance with these Terms if a charge is rejected. I agree to update my Card information if it changes. To make changes to my Payment Method or ask questions regarding the Non-Auto Renewal Option and this Authorization, I must contact the Bengals at **(513) 621-8383 or [tickets@bengals.nfl.net](mailto:tickets@bengals.nfl.net)**. **I may also make changes to my Payment Method by visiting <https://am.ticketmaster.com/bengals/>.**

**AUTO-ENROLLMENT PAY AS WE PLAY OPTION: I ACKNOWLEDGE THAT I AM UNDER NO OBLIGATION TO AUTO-ENROLL INTO PAY AS WE PLAY AND MAY INSTEAD CHOOSE TO PAY FOR MY PLAYOFF GAME TICKETS ANOTHER WAY.** If I choose to Auto-Enroll into Pay As We Play, the Bengals, at its discretion, may automatically invoice me for my purchase of the applicable Playoff Game. The Bengals set the enrollment terms and conditions, including, at its discretion, higher prices. I understand that the Auto-Enrollment Option does not constitute a guaranty that the Bengals will offer me the opportunity to participate in Pay As We Play or purchase a Playoff Game ticket for any given Playoff Game. **I ACKNOWLEDGE THAT, AT THE BENGALS DISCRETION, THE AUTO-ENROLLMENT IN PAY AS WE PLAY WILL CONTINUE UNTIL I OPT OUT IN ACCORDANCE WITH THESE TERMS.**

**THE DEADLINE FOR ME TO OPT OUT OF PAY AS WE PLAY FOR EACH PLAYOFF GAME SHALL BE NO LESS THAN 72 HOURS BEFORE THE UPCOMING PLAYOFF GAME. IF I DO NOT OPT OUT BY THE APPLICABLE DEADLINE, I AGREE TO THE PLAYOFF GAME TICKET PRICING AND TO MAKE THE PAYMENTS SPECIFIED IN THE INVOICE.**

**I UNDERSTAND THAT I CAN OPT OUT OF THE AUTO-ENROLLMENT OPTION IN ACCORDANCE WITH THESE TERMS BY TIMELY VISITING [HTTPS://AM.TICKETMASTER.COM/BENGALS/](https://am.ticketmaster.com/bengals/), EMAILING [TICKETS@BENGALS.NFL.NET](mailto:tickets@bengals.nfl.net) OR CALLING THE BENGALS AT (513) 621-8383. I FURTHER UNDERSTAND THAT IF I DO NOT TIMELY OPT OUT OF THE AUTO-ENROLLMENT OPTION, I AM AGREEING TO PURCHASE PLAYOFF GAME TICKETS BY PARTICIPATING IN PAY AS WE PLAY AND MAKING THE**



**PAYMENTS SPECIFIED IN THE INVOICE. NOTWITHSTANDING THE FOREGOING, I MAY ALSO OPT OUT OF THE AUTO-ENROLLMENT OPTION AFTER THE 72 HOUR OPT OUT PERIOD PROVIDED THAT I PAY THE OUTSTANDING BALANCE OF THE PLAYOFF GAME TICKETS FOR THE APPLICABLE PLAYOFF GAME AS INDICATED IN MY INVOICE.** An Auto-Enrollment Option may not be available to me if I have twice opted out of an Auto-Enrollment Option. All Pay As We Play Playoff Games are subject to these Terms until or unless new Terms are issued. If these Terms conflict with the new Terms, the new Terms control.

**ADDITIONAL PAYMENT AUTHORIZATION FOR AUTO-ENROLLMENT PAY AS WE PLAY:** Upon my choosing to Auto-Enroll into Pay As We Play, I authorize the Bengals to charge the Payment Method I provide to the Bengals for (i) the Playoff Game payments in the amount specified in the invoices for the current NFL season Playoff Games; and (ii) for future NFL seasons Playoff Games, unless I opt out of the Auto-Enrollment Option for such future NFL seasons Playoff Games. I acknowledge that the Bengals are not obligated to reinitiate any rejected charge and may terminate the Auto-Enrollment Pay As We Play option in accordance with these Terms if a charge or debit is rejected. I agree to update my Payment Method information if it changes. To make changes to my Payment Method or ask questions regarding the Auto-Enrollment Pay as we Play option, I must contact the Bengals at **(513) 621-8383 or [tickets@bengals.nfl.net](mailto:tickets@bengals.nfl.net)** **tickets@bengals.nfl.net. I may also make changes to my Payment Method by visiting <https://am.ticketmaster.com/bengals/>.**

**ADDITIONAL PAYMENT AUTHORIZATION NON-AUTO-ENROLLMENT:** If I elect to pay for my Playoff Game tickets via a Non-Auto-Enrollment Pay As We Play option, I authorize the Bengals to charge the Payment Method I provide to the Bengals for the Payment Plan payments in the amounts and on or after the dates specified in the invoice for the current NFL season's Playoff Games. I acknowledge that the Bengals are not obligated to reinitiate any rejected charge or entry and may terminate the Pay As We Play option in accordance with these Terms if a charge or entry is rejected. To make changes to my Payment Method or ask questions regarding the Non-Auto Enrollment option, I must contact the Bengals at **(513) 621-8383 or [tickets@bengals.nfl.net](mailto:tickets@bengals.nfl.net)** **I may also make changes to my Payment Method by visiting <https://am.ticketmaster.com/bengals/>.**

**CONSENT TO ELECTRONIC RECORDS AND NOTICES.** I affirmatively agree to receive business communications electronically, which means that I agree that all Bengals' agreements and policies (including any amendments to those documents), all payment authorizations described herein, as well as any notices, instructions or other communications regarding these documents may be presented, delivered, stored, retrieved, and transmitted electronically which may also be by phone or by email, and may be made by the Bengals (or by anyone on its behalf), including but not limited to communications regarding agreements and policies, such as these Terms and the Bengals' privacy policy (collectively, "Records and Notices"). For all Records and Notices required to be provided to me in writing by statute or regulation, I agree to receive such notices electronically unless I submit a written request to the Bengals for a paper copy of any such record or notice. I will provide the Bengals with my up-to-date email address for an email account that I check regularly. In the event that any email from the Bengals or other communication is blocked

by a spam filter or other issue outside of the control of the Bengals, I will still be deemed to have received the communication. All notices and other communications required or permitted under these Terms to be given by me to the Bengals will be in writing and will be sent by electronic mail to [tickets@bengals.nfl.net](mailto:tickets@bengals.nfl.net). All notices and other communications required or permitted under these Terms to be given by the Bengals to me may be sent by electronic mail to me to the email account I have provided. Any notice sent in accordance with this Section will be effective upon transmission. I may withdraw my consent to transact business electronically by providing written notice to the Bengals. However, upon such election, the Bengals may elect to immediately terminate these Terms in its sole discretion. All electronic communications or transactions between me and the Bengals before such consent is withdrawn are valid and binding. To receive electronic records, I understand that I must have access to:

- Current Version (defined below) of an Internet browser the Bengals supports, a connection to the Internet;
- a Current Version of a program that accurately reads and displays PDF files (such as Adobe® Acrobat® Reader);
- a computer and an operating system capable of supporting all of the above. You will also need a printer if you wish to print out and retain records on paper, and electronic storage if you wish to retain records in electronic form, and an active email address.
- In some cases, you may also need a specific brand or type of device that can support a particular software application, including an application intended for particular mobile or handheld devices.
- “Current Version” means a version of the software that is currently being supported by its publisher.

If the Bengals’ hardware or software requirements change, and that change would create a material risk that I would not be able to access or retain its electronic records, the Bengals will provide notice of the revised hardware or software requirements. My continuing use of electronic services after receiving notice of the change is reaffirmation of my consent.

**CANCELLATION/ REVOCATION OF PAYMENT AUTHORIZATION: I MAY CANCEL OR REVOKE ANY PAYMENT AUTHORIZATION PROVIDED HEREUNDER AT ANY TIME BY CONTACTING THE BENGALS (A) WITHIN SUCH TIME AS TO ALLOW THE BENGALS A REASONABLE AMOUNT OF TIME TO PROCESS AND ACT ON MY REQUEST OR (B) IN THE CASE OF AN AUTO-RENEWAL, AS DESCRIBED ABOVE. CANCELING OR REVOKING MY ACH AUTHORIZATION OR CARD PAYMENT AUTHORIZATION WILL NOT AFFECT ANY OBLIGATION I MAY HAVE UNDER THESE TERMS OR WITH RESPECT TO THE PAYMENT PLAN. IF I DO NOT PROVIDE ANOTHER PAYMENT METHOD OR OTHERWISE PROVIDE ACCEPTABLE PAYMENT TO THE BENGALS FOR AMOUNTS DUE, I UNDERSTAND AND AGREE THAT THE LICENSE TO THE BENGALS SEASON TICKETS WILL BE REVOKED.**

**LIMITATION OF LIABILITY, ARBITRATION, AND CLASS ACTION WAIVER:** IN NO EVENT SHALL THE BENGALS BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR EXEMPLARY DAMAGES OF ANY KIND. ANY DISPUTE, CLAIM, OR CAUSE OF ACTION IN ANY WAY RELATED TO THE SEASON TICKETS SHALL BE RESOLVED BY MANDATORY, CONFIDENTIAL, FINAL, AND BINDING ARBITRATION IN CINCINNATI. I AND THE BENGALS AGREE THAT ALL DISPUTES SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS. I UNDERSTAND THAT I AM WAIVING MY 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 I DO NOT CONSENT TO THIS CLAUSE, I MUST LEAVE OR NOT ENTER THE STADIUM. THIS CLAUSE IS GOVERNED BY THE FEDERAL ARBITRATION ACT.

**AMENDMENTS.** I understand that I will be notified of any changes under these Terms via email to the email address you have on file with the Bengals.