

2024-2025 Regular Season Ticket Terms

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

Tickets to Denver Broncos (“Broncos”) games at Empower Field at Mile High are revocable licenses that grant only a one-time entry into the stadium 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 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 the Broncos and/or, if applicable, Stadium Management Company, LLC (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 DENVER, COLORADO, 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 2024 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.

Holder must comply with all Event 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 (“Event Rules”). 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 the Broncos' 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 Broncos, 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 Broncos, including without limitation use of the stadium Wi-Fi network, (the "Services"), are subject to the Broncos' Privacy Policy located at <https://www.denverbroncos.com/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 Broncos' Privacy Policy.

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 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 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.**

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) Denver Broncos Team, LLC, Stadium Management Company, LLC, 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 Empower Field at Mile High 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.

Ticket Limits and Method of Purchase

The Broncos reserve their right to set a limit to the number of tickets a Holder can purchase, control, coordinate, manage and/or direct in connection with an Event (the "Authorized Limit"). The default Authorized Limit is four (4) tickets per Event, unless an Event expressly states that it has a different Authorized Limit. The Broncos reserve the right to adjust or waive the Authorized Limit if the Broncos determine in their sole discretion that individualized circumstances warrant such adjustment. Determinations of whether a Holder has complied with or violated the Authorized Limit are made by the Broncos based on information available to them (*e.g.*, account, household, credit card, email address, street address, other personally identifiable information, another tie or relation, etc.). A prospective purchaser shall not avoid the Authorized Limit by purchasing, controlling, coordinating, managing or directing ticket purchases through the use of agents, representatives or third parties; aliases; separate forms of payment; separate corporate entities; account(s) created for the purpose of, or used, to purchase tickets to hide or conceal the purchaser or Holder's identity; fraud; or other means. Any attempt to avoid or purchase in excess of the Authorized Limit through the foregoing means is considered a violation of these Terms, and the Broncos reserve the right to withhold distribution of, deactivate and/or cancel tickets and/or terminate any account determined by the Broncos to have violated the same. Holder represents and warrants that Holder has the right to provide any information (account, household, payment, email address, street address, other personally identifiable information, another tie or relation, etc.) submitted by, through or at the direction of Holder to purchase or use a ticket, and that such information is accurate, consistent and not intended to mislead, deceive or otherwise circumvent any applicable law, regulation, rule or policy. The Broncos reserve the right to enforce these Terms (*e.g.*, Authorized Limit violation, representation and warranty violation, etc.), including, but not limited to, by refusing to sell tickets that would cause this policy to be violated, by withholding, revoking and/or cancelling (some or all) tickets associated with any account determined by the Broncos to have violated this policy, and/or by terminating any account determined by the Broncos to have violated this policy. The Broncos also reserve the right to make determinations and exceptions to this policy (*e.g.*, Authorized Limit, etc.) in their sole discretion.

Deceptive Trade Practices

Colorado law restricts the purchase of tickets in excess of the applicable Authorized Limit for an online event ticket sale with the intent to resell. In accordance with Colorado Revised Statutes § 6-1-721(1)(a), it is a deceptive trade practice and unlawful, in the course of one's business, vocation or occupation, to use or cause to be used "a software application that runs automated tasks over the internet to access a computer, computer network, or computer system, or any part thereof, for the purpose of purchasing tickets in excess of the applicable Authorized Limit for an online event ticket sale with the intent to resell such tickets" or use or cause to be used "a software application that runs automated tasks over the internet that circumvents or disables any electronic queues, waiting periods, or other sales volume limitation systems associated with an online event ticket sale." Accordingly, the Broncos reserve the right to withhold distribution of, deactivate, and/or cancel tickets purchased, and/or to terminate any account, determined by the Broncos to have violated Colorado Revised Statutes § 6-1-721(1)(a) or any other similar applicable federal, state or local law. If the Broncos exercise any such reserved rights (except where provided elsewhere in these Terms), as applicable, (i) at the original point of sale for such cancelled tickets, or (ii) the original purchaser (or other person or entity on record) will immediately pay the outstanding balance of any amounts due to the Broncos by them for any remaining (non-cancelled) purchased tickets that have not been paid for in their entirety.

Fraud and Misconduct

It is hereby considered fraud, misconduct and a violation of Event Rules to: (i) use, or cause to be used, an internet website to display any combination of text, images, web designs or internet addresses, that causes such website to appear substantially similar to the internet website of the Stadium; (ii) advertise, offer for sale or contract for the resale of a ticket, or accept full or partial consideration for resale of a ticket, unless the applicable ticket matches the resale description as advertised; (iii) advertise, offer for sale or control for the resale of a ticket, unless such ticket that is the subject of a resale event is actually in the possession or constructive possession of the Holder which includes any person who has a written contract to obtain such ticket or the applicable ticket has been made available to the public by the Holder, including, without limitation, through a presale, fan club presale or any other promotional presale event; (iv) file a formal dispute with a card issuer, credit card company or bank to initiate a transaction reversal (*e.g.*, chargeback, etc.) when there is not a legitimate dispute between the Broncos and Holder; (v) purchase tickets with a stolen credit card or fraudulent payment information; and/or (vi) provide any inaccurate, deceptive, inconsistent or otherwise misleading information (account, household, payment, email address, street address, other personally identifiable information, another tie or relation, etc.) to purchase and/or use a ticket (*e.g.*, a Holder's payment information and address on their account not matching, etc.). The Broncos reserve the right to enforce these Terms, including, but not limited to, by refusing to sell tickets that would cause this policy to be violated, by withholding, revoking and/or cancelling (some or all) tickets associated with any account determined by the Broncos to have violated this policy, and/or by terminating any account determined by the Broncos to have violated this policy. The Broncos also reserve the right to make determinations and exceptions to this policy, in their sole discretion. THE AUTHORIZED SELLER OF TICKETS FOR THE STADIUM IS TICKETMASTER.COM. THE BRONCOS ARE NOT RESPONSIBLE FOR ANY TICKETS PURCHASED THROUGH ANY THIRD PARTY. CONSUMERS SHOULD EXERCISE DUE DILIGENCE IN THEIR PURCHASE OF ANY TICKETS FOR EVENTS AT THE STADIUM THAT THEY DID NOT PURCHASE THROUGH TICKETMASTER.COM. MANAGEMENT IS NOT RESPONSIBLE FOR LOST, STOLEN, DESTROYED, DUPLICATED OR COUNTERFEIT TICKETS AND MAY REFUSE TO HONOR THEM.

Non-Commercial Use; Violations of Law

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 Broncos 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.

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.