

**Jacksonville Jaguars Season Ticket Membership and Auto-Renewal Terms and Conditions**

***Revised February 13, 2023***

**These terms and conditions apply to purchases of season tickets and parking for the 2023/24 NFL Season and, if applicable, subsequent NFL Seasons. These terms and conditions are subject to modification in accordance with the terms hereof.**

**THESE TERMS AND CONDITIONS INCLUDE AN AUTOMATIC RENEWAL FEATURE.**

BY PURCHASING 2023/24 JACKSONVILLE JAGUARS NFL SEASON TICKETS AND PARKING (AS APPLICABLE), MEMBER ACKNOWLEDGES AND AGREES MEMBER WILL BE AUTOMATICALLY ENROLLED INTO THE JACKSONVILLE JAGUARS SEASON TICKET AUTO-RENEWAL PLAN (THE "AUTO-RENEWAL PLAN") BEGINNING WITH THE 2024/25 NFL SEASON AND AS DESCRIBED IN SECTION 4.

THESE TERMS AND CONDITIONS INCLUDE AN ARBITRATION PROVISION WITH A JURY TRIAL WAIVER. THE ARBITRATION PROVISION MAY HAVE A SUBSTANTIAL IMPACT ON THE WAY IN WHICH MEMBER OR THE CLUB RESOLVE ANY CLAIM

Member's purchase of NFL Season tickets (and, if applicable, parking) from Jacksonville Jaguars, LLC is subject to, and by purchasing NFL Season tickets (and, if applicable, parking) Member agrees to, the following terms and conditions:

**1. Season Tickets.** Subject to the terms and conditions set forth in this Season Ticket Membership Agreement (the order form in Ticketmaster Account Manager, which includes the checkout cart page and the corresponding order summary, together with any supplemental order forms memorializing the transaction, collectively, the "Form", and, collectively, with these terms and conditions and any additional disclosures relating to the transactions described herein, this "Agreement"), Jacksonville Jaguars, LLC ("Club") agrees to sell to the individual or entity listed as the account holder ("Member") indicated on the Form, and Member agrees to purchase, (a) tickets evidencing a license to use the seats at the section, row and seat number(s) (subject to relocation in accordance with this Agreement) (the "Seats") of the stadium currently known as TIAA Bank Field in Jacksonville, Florida (the "Stadium") for the Games (as defined in Section 2); and, to the extent applicable, (b) passes evidencing a license to use the number parking spaces in the parking lot (subject to relocation in accordance with this Agreement) (the "Parking") for use on the dates of the Games, in each case, as indicated on the Form. For purposes of clarity, "NFL Season" means all regularly scheduled Jaguars preseason and regular season home games played at TIAA Bank Field in a particular NFL season, excluding any Extended Season Games.

**2. License; Delivery of Tickets; Playoffs; Additional Games.** As part of the consideration for the full and timely payment of the Total Value and related amounts as set forth on the Form (the "Total Amount Due"), Club will issue to Member (a) tickets evidencing a license to use the Seats (and, if indicated on the Form, a license to access the premium area designated on the Form) (the "Tickets") for each preseason and regular season Club NFL home game played in the Stadium during the Term (each, a "Game"); and, to the extent applicable, (b) a pass evidencing a license to use the Parking for each Game ("Parking Passes").

The format and delivery method of the Tickets (whether hard copy, digital, mobile-based, or RFID card) shall be determined by Club in its sole discretion. Member acknowledges and agrees that Club, in its sole discretion, may deliver Tickets to Member via mobile application, text message, or RFID card.

**Playoffs:** By purchasing NFL Season tickets, Tickets for use of Seats and Parking Passes (if applicable) will be automatically reserved for Member for all potential home playoff games played in the Stadium during a NFL Season (other than Super Bowl), which, at most, would be three (3) games, at the price set by Club or the NFL, and upon such other terms and conditions and pursuant to such procedures as established by Club or the NFL. Playoff tickets are reserved on Club's Pay-as-We-Play Plan. Member must opt-in to purchase the Tickets and Parking Passes (if applicable) automatically reserved for them for home playoff games. A communication regarding opt-in timelines and the price set by Club or the NFL will be sent to Member in advance. Once Member elects to opt-in, Member will be charged on Member's Card once a home playoff game is confirmed on a date to be determined by Club. If Member fails to (x) comply with the procedures and/or (y) satisfy the conditions for the purchase of Club home playoff game tickets during the NFL Season, as determined by Club in its sole discretion, Member shall forfeit the right to purchase tickets for any Club home playoff games during the NFL Season.

**Extended Season:** If Club hosts one (1) or more additional home game(s) in the Stadium during a season as a result of the NFL extending the regular season to 17 games pursuant to the 2020 Collective Bargaining Agreement (such home game, an "Extended Season Game"), Member shall have the obligation to purchase tickets for use of all (but not less than all) the Seats and Parking Passes (if applicable) for such Extended Season Game at the price set by Club and upon such other terms and conditions and pursuant to such procedures as established by Club. Such tickets for an Extended Season Game will be subject to the same payment processes as set forth herein and the same terms as are applicable to purchasing season tickets.

Member will not have rights to the Seats or to receive any Tickets for any event in the Stadium that is not expressly referenced in this Section 2, unless separately purchased by Member. Nothing in this Agreement shall give Member any rights with respect

to events at or access to the amphitheater currently known as "Daily's Place" or Covered Flex Field located immediately south of the Stadium.

**3. Premium Tickets.** If, as expressly set forth on the Form, Member purchases a license to use Seats in an area of the Stadium designated by Club as a premium area and/or providing access to a premium area within the Stadium ("Premium Tickets") and for which such Premium Tickets include a food and beverage credit (as specified on the Form), then, for each Game during the Term, each of Member's Premium Tickets shall be loaded with a credit in a predetermined dollar amount (as determined by Club in its sole discretion) to be used by Member or Member's guest using the applicable Premium Ticket for food and beverage at participating concessions locations (designated by Club) in the Stadium. Any unused portion of the credit at the end of each Game shall expire and not carry forward to a subsequent NFL Season or other event at the Stadium. For purposes of clarity, the credit may not be used to purchase merchandise in the Stadium. Use of Premium Tickets are subject to additional details and restrictions, all of which are expressly incorporated into this Agreement and subject to change from time to time, and are available at [www.jaguars.com/tickets/terms](http://www.jaguars.com/tickets/terms).

**4. Fees; Payments; Security Deposits; Auto-Renewal.** As consideration for the benefits granted to Member by Club hereunder, Member shall pay the Total Amount Due as set forth on the Form. Payment of the Total Amount Due shall be made, as selected by Member, either (a) in substantially equal monthly installments of the Total Amount Due (the "Installment Amount"); or (b) as a lump sum pursuant to the Annual Plan (as defined below). There shall be a 0% annual percentage interest charged on the Total Amount Due, which aggregate amount shall be the same if Member selects the Installment Plan (as defined below) or the Annual Plan.

If Member selects to pay pursuant to the payment plan (the "Installment Plan"), Member agrees that Club may automatically charge each Installment Amount to Member's credit or debit card (together with any replacement cards, the "Card"), and the Installment Amounts shall be due and paid as follows for the NFL Season: (x) the first Installment Amount shall be automatically charged to Member's Card on or about the date on which the Member completes the Form (the "Effective Date") (or, if agreed to by Member and permitted by Club, a later date, which shall be set forth on the Form); and (y) each subsequent Installment Amount shall be automatically charged to Member's Card on or about the 20th day of each month for consecutive months during the period from the month following the Effective Date (or the month of the date of the first payment) through December. Club reserves the right to adjust or otherwise modify the Installment Plan schedule upon written notice to Member (email shall suffice) and Member shall accept any such modifications pursuant to the procedures established by Club (i.e., e-signing an online form indicating the new payment schedule).

If the Member elects to pay in full as a lump sum (the "Annual Plan"), Member shall pay the Total Amount Due for the NFL Season to Club by Card or by check. If Member pays by Card, the Total Amount Due shall be automatically charged to Member's Card on or about the Effective Date. If Member desires to pay the Total Amount Due by check, Member shall print the Form and accompanying invoice and mail such Form, invoice and check payable to Club at Jacksonville Jaguars, LLC, 1 TIAA Bank Field Drive, Jacksonville, FL 32202, Attn: Ticket Operations, to be received by Club on or prior to the date as indicated on Account Manager or otherwise established and communicated by Club in its sole discretion. If Member's check is declined for insufficient funds, Member shall pay Club a \$30 processing fee. Club must receive Member's payment in full of the Total Amount Due by the deadline established by Club for Member to validly execute Member's ticket purchase for the NFL Season.

Member acknowledges and agrees that, other than as expressly required by law, no further authorization shall be required for the collection of any payments under this Agreement. Any past due amounts, including processing fees, under this Agreement shall be added to the immediately following payment to be automatically charged to the Card. **These terms and conditions are Member's copy and constitute Member's preauthorization for Club to charge Member's Card in accordance with the terms herein. Member hereby consents to electronic receipt of disclosures from Club.**

If Member fails to pay when due any payment under this Agreement, Member hereby irrevocably authorizes Club to charge the Card for such payment, and if any portion of the Total Amount Due or other fees or amounts remain past due or unpaid following the termination or expiration of this Agreement, Member authorizes Club to continue charging the Card thereafter until Club is paid in full.

If Member's Card on file is declined or not accepted by the Card issuer, Member authorizes Club to automatically attempt the charge again up to three (3) times following the date that the Card is initially declined or rejected. Member shall pay a \$15.00 processing fee for any charges that are initially declined or otherwise are not accepted by the issuer of the Card.

If Club is unsuccessful in receiving payment from Member seventy-two (72) hours before a Game, then (a) Club shall consider Member in default as set forth in Section 6 below; and (b) Member shall still be responsible for such payment and all future payments due hereunder. All payments made by Member under this Agreement shall be made, without offset, deduction or counterclaim. Club may elect to charge Member a late fee of 1% per month (or, if lesser, the maximum amount permitted by law) for any late payment then due and owing until such payment is paid in full.

For purposes of clarification, Member shall remain responsible for any amounts unpaid for any NFL Season *prior* to the Effective Date, which amounts shall be separate and distinct from the payments contemplated in this Section 4.

If a new Member is making payment of a standalone security deposit ("Security Deposit") for Tickets to be purchased at a later date, then by paying such Security Deposit, Member agrees that Member is obligated to complete the transaction for such Tickets in accordance with the procedures and by the applicable deadline established by Club. This provision shall apply to all types of Security Deposits, including for groups and/or season tickets (as specified on the applicable Form).

If Member has an existing security deposit ("Security Deposit") on Member's account at the time of execution of this Agreement, in Club's sole discretion or upon Member's written request, Club shall apply the Security Deposit to the Total Amount Due under this Agreement. At any point during the Term, any Security Deposit on Member's account may be commingled with other Club funds and may be used by Club for any business purpose. No interest shall be paid to Member on the Security Deposit. If at any time any amount payable by Member to Club hereunder is not paid when due, then Club may (without waiving any other remedy) apply the applicable portion of the Security Deposit to the payment of such amount. Otherwise, unless Member requests differently, upon expiration of the Term (as it may be extended) or termination of this Agreement, the then remaining balance of the Security Deposit shall be returned to Member.

**Auto-Renewal Plan:** Member acknowledges and agrees that by purchasing Season Tickets for the 2023/24 NFL Season, Member will be automatically enrolled in the Auto-Renewal Plan beginning with the 2024/25 NFL Season and for each successive season. "Plan Year" means the period that begins the due date of the first payment specified in a Season's Form and ends the due date of the last payment specified in the same Season's Form. Under the Auto-Renewal Plan, Member will have the option to pay a Season's Total Amount Due in a one-time lump sum payment or in the number of payments designated by the Auto-Renewal Plan.

For each applicable Plan Year, Club will make the Form available to Member specifying the estimated dates and estimated amounts of the payments that are scheduled to come due under the new Plan Year (the "Plan Year Announcement"). If Member does not wish to participate in the Auto-Renewal Plan in any new Plan Year, Member may cancel any time before the new Plan Year begins. Club will make the Plan Year Announcement at least thirty (30) days prior to the date the new Plan Year's first payment is due. If Member timely cancels Member's Auto-Renewal Plan, no payments for the new Plan Year will come due. Club also reserves the right to cancel the Auto-Renewal Plan and/or Member's ability purchase the Tickets (and Parking Passes, if applicable) for any reason at any time. Member may also cancel after the new Plan Year begins so long as Member pays the outstanding balance of the Tickets (and Parking Passes, if applicable) for the then-current Plan Year as indicated in Member's Form. Member may cancel Member's Auto-Renewal Plan by using Club's Cancellation Form [[jaguars auto renewal cancellation form](#)] or by contacting Member's Account Representative. If Member does not timely cancel Member's Auto-Renewal Plan, Member agrees to purchase the Tickets (and Parking Passes, if applicable) by making the payments specified in the Form under the terms set forth in this Section 4.

**5. Billing Information.** Member shall be solely responsible for maintaining the Card to enable Club to receive payments. Should the Card be suspended or terminated, Member will provide Club with another Card to which such payments can be charged. Member shall provide Club with Member's billing information as it may be changed from time to time, including mailing address, phone number and email address.

**6. Default by Member.** In the event Member (a) fails to pay when due any amounts (including, without limitation, any installment of the Total Amount Due) to be paid by Member pursuant to this Agreement; (b) breaches or defaults in the performance or observation of any of Member's obligations under this Agreement; (c) files, or has filed against Member, a petition for reorganization, the appointment of a receiver, or any other arrangement under the Bankruptcy Code or similar type of proceeding; or (d) engages in any act or conduct that may bring Club or any other service provider at the Stadium into disrepute or undermine the integrity of the game (including but not limited to Member's violation of a Club or Stadium policy or any provision of the Fan Code of Conduct), Club may, in its sole discretion, elect to: (i) change the location of the Seats; (ii) suspend any or all rights of Member hereunder, without notice to Member and without refund or other obligation to Member, and transfer the Tickets and the right to use the Seats and Parking to any other person or entity until such default is cured (if capable of being cured); and/or (iii) terminate the rights of Member hereunder immediately, upon written notice to Member (or, if Club desires to give Member the opportunity to cure in such notice, at the date set forth in such notice if the breach or default is not cured prior to such date). Upon termination of this Agreement by Club, (1) all rights and benefits of Member and all obligations of Club under this Agreement shall immediately end, (2) Member shall remain liable for, and immediately pay, the unpaid portion of the Total Amount Due and any other amounts payable under this Agreement, and (3) Club may revoke or deactivate any Tickets, Parking Passes, or food or beverage credits distributed to Member prior to the termination of this Agreement. Club shall have no duty to mitigate its damages as a result of breach or default by Member and any amounts received by Club from any resale of the Tickets or the Parking shall not reduce Member's obligations under the preceding sentence. Sections 4, 5, 6, 7, 9, 10, 12, 13, 14, 15, 17, 19, 20 and 21 shall survive termination or expiration of this Agreement. Club's remedies in this Section 6 shall not limit or exclude any other right or remedy set forth in this Agreement or otherwise available to Club by law or in equity.

Member shall be responsible for all fees and costs (including, without limitation, attorney's and other professional's fees) incurred by Club in connection with the enforcement of this Agreement (including, without limitation, fees and costs incurred to collect any payments that are not made by Member as and when due), whether or not litigation or dispute resolution is actually commenced.

**7. Waivers.** No waiver (including any past waivers) by Club of any default or breach by Member shall be a waiver or release of any other default or breach by Member or any other person or entity who or which may use Tickets or Parking. No failure or delay by Club in the exercise of any right or remedy shall be a forfeiture or waiver of any right or remedy available to Club. No waiver of any provision of this Agreement by Club shall be valid unless in a writing signed by Club.

**8. Conduct.** All terms and conditions (as they may be modified by Club in its sole discretion) set forth on (a) the Tickets shall apply to Member's and any other person's use of the Seats and (b) the Parking passes shall apply to Member's and any other person's use of the Parking. Member shall, and shall cause Member's guests to, maintain proper decorum when at the Stadium; comply with all applicable laws, ordinances, orders, rules, policies, regulations, and legal requirements; and abide by Club's Fan Guide, Fan Code of Conduct and all other rules, instructions and policies of Club, the NFL (including all NFL Rules, as defined below) and the facility manager of the Stadium.

**9. Substitution for Unavailable Games.** Member agrees that if Club plays fewer than the number of Games announced by Club at the time of purchase by Member, as determined by Club, to be played during each Season under this Agreement, Member shall receive, as Member's sole remedy, non-cash substitute benefits of a value equivalent to the value of the Tickets for each unavailable Game, except that if the reason for the decrease in the number of Games is due to a cause set forth in Section 10, Club may elect not to make such substitution and the provisions of Section 10 shall apply. Any non-cash substitute benefits provided to Member shall be determined by Club in its sole discretion and the value thereof shall be determined by Club in its reasonable discretion. Any action by Club in accordance with this paragraph shall satisfy all Club obligations with respect to the unavailable Games. Member agrees that for any Club home games played in venues other than the Stadium, Member shall not be entitled to the use of any tickets at such other venue or to modification of this Agreement (including the Total Amount Due), and Club shall not be deemed in breach of this Agreement. Member acknowledges that notwithstanding the number of events that have been previously held or are expected to be held at the Stadium, Member has received no guarantee from Club of the number of Games at the Stadium.

**10. Force Majeure; Rescheduling.** Without any limitation of Section 9, Club (a) shall be excused for the period of any delay in the performance of its obligations hereunder and (b) shall not be required to host Games when prevented from doing so by cause or causes beyond Club's control, which shall include, without limitation, all strikes, lock-outs and other labor disputes, civil commotion, war, war-like operations, pandemics, epidemics, disruption by way of communicable diseases, invasion, rebellion, hostilities, military or usurped power, terrorism, sabotage, any law, rule, or legal requirement, any NFL Rule, governmental interventions or a change in governmental regulations or control, cancellation of games, weather, fire or other casualty, construction delays or other construction-related issues, technological failures, inability to obtain any material, services, insurance proceeds, or financing, or through acts of God. Club's obligation to provide the Tickets, the Seats and the Parking shall be subject to all applicable laws, rules and regulations (including NFL Rules). Club retains the right to reschedule the date or the start time of any Game and shall not be liable to Member for any reason related to any rescheduling. Club shall determine the refund policy, if any, in connection with a force majeure event. "NFL Rules" means (x) the Constitution and Bylaws of, and other rules, regulations, resolutions, agreements and requirements of or issued by, the NFL and/or any other NFL Entity (as defined herein), as they presently exist and as they may, from time to time, be entered into, created or amended; and (y) any action taken by the commissioner of the NFL or any person having authority delegated by the commissioner of the NFL pursuant to any document, policy, rule, regulation, resolution or requirement referred to in clause (x) of this definition. "NFL Entities" means collectively, NFL Ventures, L.P., NFL Ventures, Inc., NFL Productions LLC, NFL Enterprises LLC, NFL Properties LLC, NFL International LLC, all of the NFL member clubs (including the Club), any successor or future entity that is, directly or indirectly, jointly owned and/or controlled by all or substantially all of the NFL member clubs, or owns assets that produce revenues that are required to be shared with other NFL member clubs under the NFL Constitution (including any such entity controlled by the NFL member clubs and the Club collectively) and each and all of their respective affiliates, subsidiaries, successors and assigns.

**11. Termination and/or Suspension.** Without limiting the generality of Club's rights set forth in Section 6, Club agrees that it will terminate this Agreement or suspend this Agreement for a period of time to be determined by Club, in each case, as determined by Club in its sole discretion, upon Member's written notice to Club (with supporting documentation satisfactory to Club in its sole discretion) in the following cases: (a) Member's death; (b) Member's permanent relocation out of the greater Jacksonville, Florida area due to a job transfer (including military deployment); or (c) Member's suffering from a medical condition that prevents Member from attending four or more consecutive Games. If Member satisfies any of the above criteria for cancellation, Club shall refund amounts paid for Games remaining, less a \$100 cancellation fee per Seat. If Member terminates in accordance with the immediately preceding sentence, Member shall immediately pay to Club, all amounts due and owing for the Tickets and Parking..

**12. Limitation of Liability; Assumption of Risk; Indemnity.** Member understands and voluntarily assumes all risks associated with attending Games at the Stadium and with interacting with others given the COVID-19 pandemic. AN INHERENT RISK OF EXPOSURE TO ANY PANDEMIC OR EPIDEMIC EXISTS IN ANY PUBLIC PLACE WHERE PEOPLE ARE PRESENT. PANDEMICS AND EPIDEMICS MAY BE EXTREMELY CONTAGIOUS DISEASES THAT CAN LEAD TO SEVERE ILLNESS AND DEATH. ACCORDING TO THE CENTERS FOR DISEASE CONTROL AND PREVENTION, SENIOR CITIZENS AND THOSE WITH UNDERLYING MEDICAL CONDITIONS ARE ESPECIALLY VULNERABLE. BY ENTERING THE STADIUM AND STADIUM GROUNDS, MEMBER VOLUNTARILY ASSUMES ALL RISKS RELATED TO EXPOSURE TO A PANDEMIC OR EPIDEMIC. No precautions, including the protocols Club has put in place, can eliminate the risk of exposure to or contraction or transmission of a pandemic or epidemic, and the risk applies to everyone. No claim shall be made to Club related to any pandemic or epidemic. Club shall not be liable for any loss, damage or injury of any kind to any person or to any property of Member or Member's guests in or upon the Stadium, the parking areas or elsewhere, whether caused by the sole or joint negligence of Club, its agents or otherwise, including but not limited to theft and vandalism, except to the extent directly caused by Club's willful misconduct. Member hereby assumes, and shall cause Member's guests to assume, all risks and dangers incidental to events and/or Games at the Stadium, wherever or however they occur, including, without limitation, the danger of being injured by balls, on-field equipment, thrown or launched t-shirts, beach balls, beads, plush toys, fireworks, lasers and other objects. In addition, Member agrees to indemnify and hold Club, the NFL Entities, the City of Jacksonville, the facility manager of the Stadium, the Stadium concessionaire, the Stadium merchandise vendor, and each of their respective parent companies, subsidiaries and affiliates, and each of their respective officers, members, directors, managers, owners, employees and agents (collectively, "Club Indemnitees"), harmless from and against any liability, losses, claims, demands, damages, costs and expenses (including attorneys' fees, professionals' fees and litigation expenses) (collectively, "Losses") arising out of or related to any act or omission, breach of or default under this Agreement, and/or violation of any applicable law, rule or regulation, by Member or any of Member's guests, agents or affiliates. If any claim, demand, action or proceeding is made or commenced by any third party (a "Third Party Claim") against any Club Indemnitee that is entitled to be indemnified with respect to such Loss under this Section 12 (the "Indemnified Party"), the Indemnified Party shall give Member prompt notice thereof; provided, however, that the failure to give such notice shall not affect Member's liability. Member shall have the obligation (unless Club elects otherwise) to assume the defense and resolution of the Third Party Claim with counsel satisfactory to Club in its reasonable discretion, provided that (i) the Indemnified Party shall have the right to participate in the defense of the Third Party Claim at its own expense through counsel of its choice (control of the defense will remain with Member); (ii) Member shall not consent to the entry of any judgment or enter into any settlement that would require any act or forbearance on the part of the Indemnified Party or which does not unconditionally release the Indemnified Party from all liability in respect of the Third Party Claim without Indemnified Party's prior written consent; and (iii) the Indemnified Party may undertake the defense of the Third Party Claim, at Member's expense, if Member fails promptly to assume and diligently prosecute the defense.

**13. Governing Law; Waiver of Jury Trial; Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the internal laws of the state of Florida without regard to its conflict of laws principles that may cause the application of laws of another jurisdiction. **MEMBER AND CLUB EACH HEREBY WAIVE TRIAL BY JURY AND CONSENT TO EXCLUSIVE JURISDICTION IN ANY COURT LOCATED IN DUVAL COUNTY, FLORIDA (AND ANY APPELLATE COURT THEREOF), FOR RESOLUTION OF ANY DISPUTE UNDER OR IN CONNECTION WITH THIS AGREEMENT.** Notwithstanding the foregoing, the parties each agree that any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be resolved exclusively by final and binding arbitration in Jacksonville, Florida. The arbitration shall be administered by the American Arbitration Association ("AAA") in accordance with the AAA rules then in effect. Judgment on the arbitrator's award may be entered in any court having jurisdiction and the sole grounds on which the arbitrator's decision may be appealed are those set forth in the Federal Arbitration Act, 9 U.S.C. §10(a). This clause shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court in Duval County, Florida (or an appellate court thereof).

**14. Taxes; Fees.** Member shall either pay directly or reimburse Club on demand for any facility, sales, privilege, use, admission, amusement, entertainment, occupancy, personal property or other taxes, surcharges or fees (other than Club's income taxes) that may be imposed with respect to or on an account of the Tickets, the license or use of the Seats and/or Parking or provision of tickets, passes and other benefits hereunder.

**15. Subordination.** This Agreement and the rights and interests of Member hereunder shall be subordinate and subject to Club's right to use the Stadium pursuant to its lease with the City of Jacksonville, as such lease may be amended or otherwise modified from time to time.

**16. Typographical Errors.** In the event any Seat(s) or Parking is listed on the Form, invoice or other document relating to the purchase at an incorrect price or location within the Stadium due to typographical or other error, Club shall have the right to refuse or cancel any orders placed for Seat(s) or Parking listed at the incorrect price or seating location, whether or not the order has been confirmed and Member's payment processed.

**17. Publicity; Intellectual Property.** Member irrevocably grants Club, the NFL Entities, and each of their respective parent companies, subsidiaries, affiliates, partners and sponsors the right to use, display, license or sell the image, voice, name,

biographical data, likeness and/or persona of Member or Member's guests as part of any motion picture, telecast, publication, distribution, or reproduction in any media now known or hereafter developed, in each case, for any purpose (commercial or otherwise), without reservation or limitation and without compensation. Member further expressly consents on an ongoing basis to allow Club, its agents, affiliates, sponsors or related third parties to communicate with Member by mail, email, SMS/text message, telephone, facsimile and/or by any other method. Such communications shall include any and all marketing and promotional communications. Member acknowledges and agrees that nothing in this Agreement grants Member any right, title, license or interest in or to any logos, trademarks or other intellectual property of Club or the NFL Entities.

**18. Relocation of Seats or Parking.** Club expressly reserves the right to relocate the Seats and Parking Passes to any other location in the Stadium (with a price adjustment, if applicable, based on the rate at which Club is offering the new seats for sale at the time of relocation) if Club determines, in its sole discretion, such relocation is (a) advisable to facilitate any construction project or other modification (including any changes to the Seats or the areas in which the Seats are located) at the Stadium; and/or (b) deemed necessary or advisable pursuant to any law, rule or legal requirement, including, without limitation, relating to health and safety. If Club exercises its right to relocate Member's Seats, Club agrees to use its commercially reasonable efforts to provide alternative Seats at a location with a comparable vantage point. Member acknowledges that Club makes no guarantee of any specific locations and that the alternative Seats will be provided based on availability as determined by Club in its sole discretion. Club further expressly reserves the right to relocate the Parking to any other parking lot controlled by Club if Club determines, in its sole discretion, such relocation is (x) advisable to facilitate any construction project or other modification to the Stadium or other property owned or controlled by Club; (y) to accommodate any other event in the Sports Complex; and/or (z) deemed necessary or advisable pursuant to any law, rule or legal requirement, including, without limitation, relating to health and safety. Member agrees that if Club permits Member to relocate the Seats or Parking to a new location, the new seats and/or parking shall be subject to this Agreement.

**19. Representations and Warranties.** Member represents and warrants that (a) it has full power and legal authority to enter into and perform this Agreement in accordance with its terms and (b) this Agreement has been duly executed and delivered by Member and constitutes a legal, valid and binding obligation of Member enforceable in accordance with its terms.

**20. Miscellaneous.** Member shall not sell, assign, pledge or otherwise transfer Member's rights or obligations under this Agreement (including, without limitation, the Tickets and the Parking and the obligation to pay the Total Amount Due) without Club's prior written consent, and any such transfer of Member's rights or obligations without Club's consent (which consent may be granted, withheld or conditioned in Club's sole discretion) shall be void. Club may sell, assign, pledge or otherwise transfer or encumber this Agreement and any or all of its rights and obligations hereunder to any other person or entity, whether by security agreement, collateral assignment or otherwise. In the event that any provision of this Agreement shall for any reason be held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect any other provision hereof, which shall remain in full force and effect, and this Agreement shall be construed as if such invalid or unenforceable provision had not been part of the Agreement, and the court making such determination shall have the power to reduce the scope or applicability of such provision in a manner that makes such provision valid and enforceable and comes closest to expressing the intention of the invalid or unenforceable provision. This Agreement, any language on the Tickets and the Parking passes, and all applicable terms and conditions set forth on [jaguars.com/tickets/terms](http://jaguars.com/tickets/terms) as expressly referenced herein, constitute the entire agreement between the parties with respect to Member's license to use the Seats and the Parking and supersedes all prior and contemporaneous negotiations, understandings or agreements (whether in advertising or marketing materials or otherwise) with respect to the subject matter hereof. This Agreement is binding upon the parties and their respective heirs, executors, administrators, agents, and permitted assigns and successors. No modification or amendment to this Agreement shall be effective unless in a writing signed by both Club and Member. Any notice under this Agreement shall be in a writing and shall be considered given when delivered personally or by electronic mail; one business day after dispatch by recognized overnight courier; or three business days after being sent by regular mail to the address of Member on the Form or the address of Club set forth below (unless either party has notified the other of a change thereto). Club shall not be responsible for any failure to provide notice as required hereunder if such failure is due to an inability to locate Member.

**21. Enforcement.** Member acknowledges that (a) Club plans to fully enforce its rights under this Agreement, which may be inconsistent with or different from past policies and practices; and (b) in entering into this Agreement, Member has not relied upon any prior policies or practices of Club related to enforcement for non-payment or otherwise. This Agreement shall be in full force and effect upon return to and acceptance by Club, and Club's receipt of the first payment due hereunder, following due execution and delivery by Member. Member understands that Club may unilaterally modify the terms and conditions applicable to this Agreement upon notice, which notice may be in the form of an email to the address associated with Member's account.

**22. Data Privacy.** Club shall comply with all applicable laws related to the safeguarding of Member's personal data. The types of information Club collects are set forth in Section 1 of Club's Privacy Policy, available at <http://jaguars.com/privacypolicy>. For questions or information requests related to Club's Privacy Policy and data practices, please email [legal@nfl.jaguars.com](mailto:legal@nfl.jaguars.com) or call 866-633-7093 (toll-free). Please note that your request will not be processed until your identity is confirmed.

**Ticketmaster Portal Terms and Conditions of Use**

You are currently visiting a section of Jacksonville Jaguars, LLC's ("Jaguars") web site, or reviewing an e-mail, that features advanced ticketing transaction technologies and services (such section of the Jaguars web site, e-mail, technologies and services, are collectively referred to as the "**Advanced Services**"). Some of the Advanced Services are provided by the Jaguars, and some of the Advanced Services are provided by Ticketmaster. The following are the "**Terms**" that govern your use of the Advanced Services. While using the Advanced Services you may see links that, when clicked on, will take you to Internet sites operated by the Jaguars, Ticketmaster or others that are not part of the Advanced Services. Please review the terms of use appearing with those sites and services, as those terms will govern those sites and services instead of these Terms. If there is a conflict between these Terms and any other terms, then these Terms shall govern.

By using the Advanced Services, you expressly agree to be bound by and comply with these Terms, and all applicable laws, regulations and legal requirements, and also agree to be bound by any additional non-conflicting terms or conditions on which you have or will agree with Ticketmaster L.L.C. ("**Ticketmaster**") or the Jaguars. These Terms shall constitute a valid, binding and enforceable legal agreement among you, the Jaguars and Ticketmaster. There shall be no oral or implied agreement between you and Ticketmaster, you and the Jaguars, or you, Ticketmaster and the Jaguars that shall be binding or enforceable, and all parties agree not to claim that there is.

Ticketmaster reserves the right to change these Terms at any time, by posting a link to, or posting, the new Terms where the Advanced Services are provided. Such change shall be effective with respect to you commencing the first time that you visit this web site or otherwise use the Advanced Services after such changed Terms have been posted. Please review the Terms periodically to see whether they have changed.

#### **Code of Conduct**

When using this web site (the "Site") you agree that you will comply with all applicable laws, rules and regulations, and that you will not:

- Use the Site for any unlawful purpose;
- Impersonate any person or entity, whether actual or fictitious, including any Season Ticket Holder or any employee or representative of our company;
- Harvest or collect information about Site users;
- Use any area of the Site for any purpose other than the use of the Advanced Services provided on the Site.

#### **Ownership of Content and Grant of Conditional License**

The Site and all data, text, designs, pages, print screens, images, artwork, photographs, audio and video clips, and HTML code, source code, or software that resides or is viewable or otherwise discoverable on the Site (collectively, the "Content") is owned by us or our licensors. We own a copyright in the Site and Content. We may change the Content and features of the Site at any time.

We grant you a limited, conditional, no-cost, non-exclusive, non-transferable, non-sub-licensable license to view this Site and its Content to use the Advanced Services as permitted by these Terms for non-commercial purposes only if, as a condition precedent, you agree that you will not:

- Do anything to violate the Code of Conduct;
- Submit any software or other materials that contain any viruses, worms, Trojan horses, defects, date bombs, time bombs or other items of a destructive nature;
- Manipulate identifiers, including by forging headers, in order to disguise the origin of any posting that you submit;
- Link to any portion of the Site other than the URL assigned to the home page of our site;
- "Frame" or "mirror" any part of the Site;
- Modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Site or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Site;
- Remove any copyright, trademark or other proprietary rights notices contained on the Site;
- Use any robot, spider, offline reader, site search/retrieval application or other manual or automatic device, tool, or process to retrieve, index, data mine, scrape the Site, or in any way reproduce or circumvent the navigational structure or presentation of the Site or its contents.
- Use any automated software application or computer system to search for, reserve, buy or otherwise obtain tickets or any other items available on the Site in a way that circumvents, avoids, alters, or affects the design, architecture, or flow of the Site, or of the user experience in utilizing the Site.
- Reproduce tickets generated by the Advanced Services in a format or medium different from that provided by the Site;
- Reproduce, modify, display, distribute or create derivative works of the Site, or tickets reproduced from the Site;
- Use the Site or the Content in an attempt to, or in conjunction with, any device, program or service designed to circumvent any technological measure that effectively controls access to, the rights in, or the reproduction of tickets from the Site in any way including, without limitation, by manual or automatic device or process, for any purpose;

- Use the trademarks, logos and service marks as displayed on the Site in any way without our permission. All registered and unregistered trademarks, logos and service marks displayed on the Site are owned by us or our licensors.

### **Special Terms Applicable to Specific Advanced Services**

All of these Terms shall apply to the use of each of the Advanced Services. However, also included in these Terms under the heading “Specific Additional Terms Governing Specific Advanced Services” are additional provisions that also govern your use of certain of the Advanced Services.

### **Violations of the Terms**

If you violate the Terms, you may be prohibited from using the Advanced Services now or in the future, your transactions, distributions, deliveries, credit authorizations, payments, payment receipts, registrations, log-ins, ticket forwards, ticket postings, ticket sales, ticket purchases, ticket forwarding receptions, ticket orders, group management or participating or ticket management (any of the foregoing, or any other activities or transactions for which you use the Advanced Services, an “**Activity**”), or season, package, group or other tickets, may be cancelled, set-offs and debits may be taken against your accounts and credits and payments that would otherwise be owed to you, and appropriate legal actions may be taken against you.

### **Registration; User Names and Passwords**

You may need to register with the Advanced Services, or receive a username and password, in order to use certain Advanced Services. You are solely responsible for maintaining the confidentiality of your username and password and are fully responsible for all Activities that occur under your username and password, regardless of whether undertaken by you or undertaken by someone who has received your username and password. If the Advanced Services are unable to verify or authenticate any information you provide during any Activity, you may be prohibited from using the Advanced Services.

### **Responsibility for Allowing Others Access to Tickets and E-mail Transmission Errors**

Many of the Advanced Services use e-mail and web site downloads to deliver electronic tickets which can be printed out, copied, saved and forwarded to others, either physically (i.e., after being printed out) or electronically, including via mobile device. Despite the fact that multiple copies and print-outs of the same ticket can be created, only the first copy or print-out that is presented and scanned for admission at a venue will in fact be valid for admission; once that scanning occurs, all other copies and print-outs of that ticket will no longer be valid for entry. Accordingly, you agree to be solely responsible for safeguarding all tickets (and all pass codes, Internet addresses, e-mails and other places and means where tickets can be obtained) with great care, and you agree that if a ticket is copied, reprinted or forwarded to another person, or another person is given access to a ticket, neither Jaguars, Ticketmaster nor anyone else will have any liability or responsibility for any print-outs or copies of the ticket not being valid for admission due to the previous admission scanning of another print-out or copy of the same ticket. Similarly, you agree that you will be solely responsible for distribution errors caused by you providing an inaccurate e-mail address, for lost, stolen, damaged or destroyed tickets, and for lost, stolen, deleted, improperly addressed, forwarded or misdirected e-mails linking to Internet sites (or pass codes or Internet addresses) where tickets are accessible.

### **Authorization to Cancel a Ticket**

By instructing the Advanced Services to forward, distribute, transfer or sell a ticket, you authorize Ticketmaster and the Jaguars to issue to the recipient a valid ticket and to cancel and invalidate your ticket for the same seat at the same event. You agree that you will not sell, convey, give away, forward, otherwise distribute, try to use, or take any action that directly or indirectly allows to be cancelled or invalidated, any sold, conveyed, forwarded, otherwise distributed or otherwise cancelled or invalidated ticket.

### **ticketFast®**

Many of the Advanced Services, such as Group Tickets, Season Tickets and purchasing tickets from Season Ticket Holders use ticketFast®. To read more about how ticketFast works, and hardware and software requirements for the recipient to read and print ticketFast tickets, [https://oss.ticketmaster.com/aps/intix2007/EN//faq/am/home\\_page](https://oss.ticketmaster.com/aps/intix2007/EN//faq/am/home_page).

### **Cancelled or Postponed Events**

Occasionally, events are cancelled or postponed by the Jaguars or venue due to weather conditions or situations affecting the performers, players, other personnel or staff or the audience. Please review the Specific Additional Terms Governing Specific Advanced Services below for provisions applicable to cancelled or postponed events.

### **Resale**

The Advanced Services cannot be used to resell tickets that have already been sold, distributed or forwarded through the Advanced Services.

### **Title; Role of Jaguars and Ticketmaster**

All of this paragraph is subject to those parts of these Terms applicable to refunds and credits for cancelled or postponed events. All rights and obligations with respect to a ticket pass upon completion of a group ticket distribution (unless properly cancelled through the method described below), forward, purchase or sale transaction. For purposes hereof, “**completion**” shall occur (a) for a group ticket distribution transaction if the recipient pays for the ticket then upon the payment for a group ticket by the



recipient, or instead if the group manager pays for the ticket then upon the use of the ticket to enter an event (or if not presented to enter an event, then upon the ticket's event start time), (b) for a season ticket forwarding transaction when the Advanced Services sends (and before the recipient receives) the forwarded ticket, and (c) for a purchase or sale transaction when the Advanced Services sends (and before the recipient receives) the ticket in the case of electronic delivery, or when the Advanced Services deposits the ticket with the mail or a delivery service in the case of delivery of a paper ticket provided that the purchaser will not have the right to cancel a purchase or deliver once the purchaser has made an order (provided that Ticketmaster will have the right to allow such a cancellation in Ticketmaster's sole discretion). Throughout these processes, neither Ticketmaster nor the Jaguars will ever take title to the ticket. Title will pass directly from the group manager to the ticket recipient in the case of a group ticket distribution (unless the recipient, and not the group manager, is the purchaser of the ticket, in which case title will pass directly from Jaguars to the recipient, because the group manager will never have had title), directly from the ticket forwarder to the person to whom the forwarder has forwarded the ticket in the case of season ticket forwarding, and directly from the seller to the purchaser in the case of a sale transaction. Further, Ticketmaster is not the agent of any party other than Jaguars. Ticketmaster is only a technology provider, and as such is providing ticket cancellation, distribution, posting, forwarding, authentication, delivery and payment processing services.

#### **User Obligations**

In exchange for your use of the Advanced Services, you agree: (a) to provide the Advanced Services with current, complete and accurate information about yourself ("**Registration Data**"), (b) to maintain and update your Registration Data as necessary to ensure that it remains current, complete and accurate; (c) not to use the Advanced Services for any illegal purpose; (d) not to impersonate any person or entity; (e) not to interfere with or disrupt networks connected to the Advanced Services or violate the regulations, policies or procedures of such networks; (f) not to attempt to gain unauthorized access to the Advanced Services, other accounts, computer systems or networks connected to the Advanced Services, through password mining or any other means; (g) not to engage in any other conduct which, in Ticketmaster's or the Jaguars sole discretion, is considered unauthorized or objectionable; and (h) not to use the Advanced Services in connection with any commercial endeavors other than to the extent permitted by Ticketmaster or Jaguars.

#### **Service Modifications**

Ticketmaster and the Jaguars reserve the right, in each of their sole discretion, to modify, suspend or discontinue any part of the Advanced Services at any time, with or without notice to you. Ticketmaster and the Jaguars also reserve the right, in each of their sole discretion, to impose limits on certain features and services and to restrict access to any part or to all of the Advanced Services without notice to you. Neither Ticketmaster nor the Jaguars shall be liable to you or any third party for any claim or cause of action arising out of the Jaguars or Ticketmaster's exercise of the foregoing rights.

#### **Service Outages**

Neither Ticketmaster nor the Jaguars warrant or represent that the Advanced Services will always function or be error-free. Neither Ticketmaster nor the Jaguars assume any liability or responsibility for errors or omissions in the Advanced Services or for problems with its functioning. Your access to and use of the Advanced Services are at your own risk.

#### **Privacy Policy**

The information you provide to the Advanced Services shall be collected, used and disclosed in accordance with the Privacy Policies linked to from this sentence. Web sites linked to the Advanced Services that are not part of the Advanced Services are not subject to such Privacy Policy. You should refer to those sites' own privacy policies to learn how they collect, use and disclose information about you.

#### **Disclaimer; Limitation of Liability**

Ticketmaster, Jacksonville Jaguars, LLC, the NFL Entities (as defined herein), their respective affiliates, subsidiaries, successors, assignees and licensees, and each of the foregoing's respective officer, directors, employees and contractors (all such persons, including, but not limited to Ticketmaster, the "**Released Parties**") do not make any guarantee that any tickets posted will be purchased through the Advanced Services, or that any tickets forwarded or distributed will be accepted by the intended recipient. THE RELEASED PARTIES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR OR ANYONE ELSE'S ACCESS TO, USE OF OR INABILITY TO USE THE ADVANCED SERVICES, ANY INFORMATION PROVIDED ON THE ADVANCED SERVICES OR ANY TRANSACTIONS OR OTHER ACTIVITIES ENTERED INTO THROUGH THE ADVANCED SERVICES (EVEN IF SUCH RELEASED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). IN NO EVENT SHALL THE RELEASED PARTIES' AGGREGATE LIABILITY UNDER THESE TERMS EXCEED THE TOTAL AMOUNTS PAID BY YOU TO THE RELEASED PARTIES THROUGH THE USE OF THE ADVANCED SERVICES. WITHOUT LIMITING THE FOREGOING, THE ADVANCED SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. No information, whether oral or written, obtained by you from any Released Party shall create any warranty not expressly made in these Terms. No Released Party shall be liable for any damages to, or viruses that may infect, your computer equipment or other property on account of your access to or use of the Advanced Services or your downloading of any material or information from, or referred to by, the Advanced Services. "**NFL Entities**" means collectively, NFL Ventures, L.P., NFL Ventures, Inc., NFL Productions LLC, NFL Enterprises LLC, NFL Properties LLC, NFL International LLC, all of

the NFL member clubs (including the Jaguars), any successor or future entity that is, directly or indirectly, jointly owned and/or controlled by all or substantially all of the NFL member clubs, or owns assets that produce revenues that are required to be shared with other NFL member clubs under the NFL Constitution (including any such entity controlled by the NFL member clubs and the Jaguars collectively) and each and all of their respective affiliates, subsidiaries, successors and assigns.

#### **Indemnification**

You agree to indemnify and hold Ticketmaster, the Jaguars and the other Released Parties harmless from and against any third-party claim or demand, including reasonable attorneys' fees, arising out of your (or that of another party who uses your computer equipment, pass codes or user names) use of the Advanced Services, violation of these Terms or infringement of any intellectual property or other right of any person or entity.

#### **Termination; Suspension**

The Jaguars may, in its sole discretion, and Ticketmaster may, if authorized by the Jaguars, immediately terminate, suspend or restrict your right to use the Advanced Services at any time with or without cause, including without limitation if either finds that you have failed to comply with any provision of these Terms or if either believes, in its sole discretion, that you have in any way abused your right to use the Advanced Services. Neither Ticketmaster nor the Jaguars shall be liable to you or to any third party for any claim or cause of action arising out of such termination, restriction or suspension.

#### **Miscellaneous**

These Terms shall be governed by and construed in accordance with the internal laws of the State where the "home games" of the Jaguars are played, without regard to such state's conflict of law provisions that may cause the application of laws of another jurisdiction. IN THE EVENT OF A DISPUTE, YOU, TICKETMASTER AND THE JAGUARS EACH HEREBY WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO THE EXCLUSIVE JURISDICTION AND CONSENT TO THE EXCLUSIVE AND PERSONAL JURISDICTION AND VENUE OF THESE COURTS. Ticketmaster's failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Ticketmaster in writing. The Jaguars failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by the Jaguars in writing. If a provision of these Terms is void or invalid under, or contravenes an, applicable law, then such provision shall be amended to the extent necessary to restore these Terms' validity, effect and compliance therewith. The Jaguars and Ticketmaster shall not be jointly or severally liable for each other's actions or omissions. You will not hold Ticketmaster liable for any of the Jaguars acts or omissions and you will not hold the Jaguars liable for any of Ticketmaster's acts or omissions.

#### **Specific Additional Terms Governing Specific Advanced Services**

The below includes additional terms that are (in addition to the Terms above), applicable to specific Advanced Services, and, together with the above, constitute these "Terms."

#### **Group Tickets**

The Group Manager service allows a group manager to distribute group tickets by having the Advanced Services send e-mails to recipients that the group manager designates, and having those recipients click on links in the e-mails to visit a web site where they may retrieve the tickets through the use of Ticketmaster's ticketFast® electronic delivery system. Each recipient will be responsible for printing out and using the tickets. In some cases the group manager will pay for the tickets. In other cases, the recipients will pay for the tickets. The group manager may be given a choice between these two options, or only one option will be offered to the group manager. If the group manager pays for a ticket, then the group manager may cancel the ticket's distribution at any time—even after the recipient has already collected the ticket, in which case the recipient's ticket will be cancelled and the recipient will not be able to use it to attend the event. If the recipient pays (i.e., the group manager does not pay) for a ticket, then the group manager may only cancel a distribution before the recipient pays for the ticket; once the recipient pays for a ticket the group manager will not be able to cancel it.

Before instructing the Advanced Services to purchase a group ticket, the purchaser should carefully review all purchase selections. The purchaser will not be able to obtain a refund or exchange after a ticket has been purchased, unless required by law.

If an event for which a group ticket is distributed via the Advanced Services is cancelled or postponed, please contact the Jaguars directly to learn the status of the ticket, and to find out whether you, or anyone else, are eligible to receive a refund or credit.

#### **Season Ticket Forwarding**

The ticket forwarding service allows you to forward your season tickets for a Game or event as an attachment to an e-mail sent to an e-mail address that you specify, through the use of Ticketmaster's ticketFast® electronic delivery system. The recipient will then be responsible for printing out and using those season tickets. Once you have instructed the Advanced Services to forward a season ticket for a Game or event, you will not be able to recall it, even if the Advanced Services have not yet sent it. You therefore agree to carefully review both the ticket information and the recipient information you have provided during the ticket forwarding process before instructing the Advanced Services to forward a ticket.

Tickets forwarded using the Advanced Services are subject to the ticket authentication and delivery fees as disclosed to you by the Jaguars or the Advanced Services. You may be required to provide the Advanced Services with your credit card number and other information in order to pay such fees, which will be processed or collected by the Jaguars or Ticketmaster. Such fees are not refundable under any circumstances.

If the Jaguars offers a program that allows you to forward your tickets to a charity, you should read the rules posted relating to such program on the Jaguars web site. You should not assume that you will receive a tax deduction for forwarding tickets to a charity, or any documents that can be used to support a tax deduction, as you may not.

If an event for which a ticket is forwarded via the Advanced Services is cancelled or postponed, please contact the Jaguars directly to learn the status of the ticket, and to find out whether you, or anyone else, are eligible to receive a refund or credit.

#### **Ticket Selling and Posting for Sale**

If you use the Advanced Services to sell a ticket, you will be the ticket's seller; the Jaguars and Ticketmaster will not be. The Jaguars and Ticketmaster are only providing certain services that will facilitate your sale. You represent that your listing of tickets on the Exchange, TM+ or any other resale platform owned or controlled by Ticketmaster, complies with all applicable local, state and federal laws and regulations.

Before posting a ticket for sale via the Advanced Services, please consult the web site pages through which you will be posting your ticket for sale (as well as such web site's FAQs and Help sections), which detail the prices at which you may post tickets for sale via the Advanced Services, the amounts that will be deducted, retained or charged from or over the sale price, the amounts that will be credited or remitted to you, the method by which you will receive such credit or remission and other terms applicable to the posting, sale and funds collection, retention, deduction and payment or crediting processes. Once a ticket has been ordered by a potential purchaser, you will not be able to modify or cancel your posting of that ticket, or to stop that ticket's sale, even though title to that ticket may not pass to the purchaser until a later time as described below in the section marked "Title; Role of Jaguars and Ticketmaster". Ticketmaster or the Jaguars will collect funds from the purchaser and the Jaguars will transmit to you a credit or payment as described elsewhere in these Terms.

By posting a ticket using the Advanced Services, you authorize Ticketmaster and the Jaguars, upon purchase of the ticket by another person through the Advanced Services, to cancel and invalidate your right to use or convey the ticket, and you acknowledge that the posted ticket will thereafter be invalid for entry to the applicable event by you or anyone other than the person who acquires that ticket via the Advanced Services (or any person lawfully receiving the ticket from such acquirer). The Jaguars will be responsible for all payments and credits to you, you will solely hold the Jaguars responsible for such payment or credit and neither Ticketmaster nor any other person or organization will be liable therefor.

Please note that not all members of the public may be able to purchase, or view listings for, tickets that you post for sale, as Jaguars may require potential purchasers to pay a fee, be a season ticket holder, be on the waiting list to be a season ticket holder or comply with a registration or other requirement, in order to view listings of, or to purchase, some or all of the tickets posted for sale. You will not be entitled to receive any part of any payment made in connection with having access to ticket listings or ticket purchase capabilities, or in connection with wait list or season ticket holder status.

You agree that you will not sell, convey, give away, forward, otherwise distribute, try to use or take any action that directly or indirectly allows to be cancelled or invalidated: (a) any ticket before or during any time that it is posted for sale on the Advanced Services, (b) any sold, forwarded or otherwise cancelled or invalidated tickets, or (c) any ticket that you have already sold, conveyed, forwarded or otherwise distributed to another.

If an event for which you sell a ticket via the Advanced Services is cancelled, then you will be obligated to return, within five days of notice by the Jaguars, the difference between the amount of payments you collected in connection with such sale and the amount of money that the Jaguars would have refunded to you had you still been the holder of (i.e., as if you had not yet sold) such ticket when the event was cancelled. In such a case, if you did not receive a payment from Jaguars but instead received a credit, then the credit will be reduced so that it instead equals the amount of money that the Jaguars would have refunded to you had you still been the holder of such ticket when the event was cancelled. If an event for which you sell a ticket via the Advanced Services is postponed and the purchaser of such ticket is given a refund of the amount that that purchaser has paid, then you will be obligated to return, within five days of notice by the Jaguars, all of the payments you collected in connection with such sale, but the Jaguars will return the ticket to you that you sold so that you can then use it to attend the event. In such a case, if you did not receive a payment from Jaguars but instead received a credit, then the credit will be entirely reversed (so that you will no longer have a credit), but the Jaguars will return the ticket to you that you sold so that you can then use it to attend the event. Any failure by you to pay any amounts owed under this paragraph within such five days will constitute a material breach of these Terms.

The following applies only to resale tickets to Illinois events: If you purchase resale tickets to an event located in Illinois, you will receive a refund of the amount you paid for that resale ticket if (a) the ticketed event is canceled (in which case you will not receive a refund of any delivery fees), (b) that ticket does not allow you to enter the ticketed event for reasons that may include,

without limitation, that the ticket is counterfeit or that the ticket has been canceled by the issuer due to non-payment, unless the ticket is canceled due to an act or omission by you, (c) that ticket fails to conform to its listing description, or (d) you failed to receive that ticket.

The following applies only to resale tickets to New York events: If you purchase a resale ticket to an event located in New York, you will receive a refund of the amount you paid for that resale ticket if: (a) the ticketed event is canceled (in which case you will not receive a refund of any order processing and delivery fees); (b) that ticket does not allow you to enter the ticketed event, unless the ticket is canceled due to an act or omission by you; or (c) that ticket fails to conform to its listing description unless you have pre-approved a substitution of tickets.

#### **Ticket Purchasing; No Refunds or Exchanges; Payment Methods**

The Advanced Services offer you the ability to purchase tickets from individuals and businesses that hold tickets purchased from the Jaguars. These individuals and businesses are the sellers of the tickets, not the Jaguars or Ticketmaster. Although Ticketmaster or the Jaguars may process your payment, or be the name that you see on your credit card statement, neither Ticketmaster nor the Jaguars is the seller of such a ticket. Please review the section of these Terms marked "Title; Role of Jaguars and Ticketmaster." Once you have made your election to purchase a ticket from a third party via the Advanced Services, the ticket that seller is holding will automatically be cancelled and invalidated, your credit card will be charged the ticket price and all applicable fees, and you will be issued a new ticket. If a ticket was purchased through TM+, the event was canceled and a refund is issued, we will issue a refund of the ticket price you paid through TM+ and the service fee (if any) you paid.

You are obligated to complete the transaction unless the transaction is prohibited by law or these Terms. Before instructing the Advanced Services to purchase a ticket, carefully review your selection. You will not be able to obtain a refund or exchange after a ticket has been purchased, unless required by law. Please check the purchase page to see which credit cards the Advanced Services accept for payment.

After you have purchased the tickets, they may be sent to you as an attachment to an e-mail sent to an e-mail address that you specify, through the use of Ticketmaster's ticketFast® electronic delivery system. You will be responsible for printing out and using the tickets. Once you have instructed the Advanced Services to send a ticketFast ticket, you will not be able to recall it.

Please note that you may be required to pay a fee, to be a season ticket holder, to be on the waiting list to be a season ticket holder or to comply with a registration or other requirement, in order to view listings of, or to purchase, some or all of the tickets posted for sale. The Released Parties make no warranty or guarantee about the quantity or quality of tickets that will be available for purchase if you pay such a fee, are a season ticket holder, are on the waiting list to be a season ticket holder or comply with registration or other requirements. Please see the applicable web site for further restrictions.

If an event for which you have purchased a ticket is cancelled or postponed, please review the Jaguars web site to find out if you are eligible to receive a credit or a refund.

#### **Add Credit; Add Concession Credit**

The "Add Credit" (aka "Add Concession Credit") Advanced Service allows a ticket forwarder or group manager to authorize one or more ticket recipients to charge food, drinks or other goods or services ("**Concessions**") to such forwarder's or group manager's credit card by having the holder of the ticket have that ticket scanned by the vender of such Concessions. Add Concession Credit also allows a season ticket holder to retain for his own use the tickets to which he has added credit, so that the season ticket holder can charge Concessions to his own credit card by keeping the tickets to which he has added credit and then having them scanned by the vender of such Concessions. If you elect to add or forward credit, YOU AUTHORIZE PERSON(S) WHO POSSESSES THE ORIGINALS OR COPIES OF THE TICKETS that are distributed via ticket forwarding or group manager, or through any other means, to incur charges to your credit card ON YOUR BEHALF by having such ORIGINALS OR COPIES OF SUCH TICKETS SCANNED BY A VENDER AT OR NEAR THE EVENT, REGARDLESS OF WHETHER YOU HAVE ANY RELATIONSHIP WITH THE HOLDER OF SUCH ORIGINALS OR COPIES OR WHETHER SUCH PERSON(S) OBTAINED SUCH ORIGINALS OR COPIES FROM A SOURCE OTHER THAN THE ADVANCED SERVICES OR THE INTENDED RECIPIENT(S). THE AMOUNT AUTHORIZED TO BE CHARGED SHALL BE THE LESSER OF THE LIMIT THAT YOU SET THROUGH THE ADVANCED SERVICES OR YOUR CREDIT LIMIT. By using the "Add Credit" Advanced Services, you authorize Ticketmaster and the Jaguars to forward your credit card and other information to each vender where such copies or originals of such tickets may be scanned so that such vender will be able to charge your credit card account if such an original or copy of the ticket is presented to be scanned. IF THE RECIPIENT LETS THE ORIGINALS OR COPIES OF TICKETS OUT OF HIS SIGHT, OR ALLOWS THEM TO BE COPIED OR USED, THEN THE CREDIT CARD HOLDER WILL BE RESPONSIBLE FOR ALL RESULTING CHARGES, WHETHER OR NOT CAUSED BY A THIRD PARTY.

#### **Season, Package and Single Event Ticket Purchases; Suite Additional; Rights of Refusal; Other Purchases and Services**

The Advanced Services may be used in many cases to allow you to purchase or renew season tickets, register for season ticket waiting lists, to purchase rights of refusal for post season Jaguars or other Game or event tickets, to purchase "suite additional", to purchase concessions or parking, to purchase ticket packages or single event tickets, to pay ticket or waiting list deposits, or to engage in other activities. If you elect to engage in any such transaction, then provisions additional to these Terms may apply. Please consult the Jaguars for additional terms and requirements.

### **Disputes, Including Mandatory Arbitration and Class Action Waiver**

Any dispute or claim relating in any way to your use of the Site, or to products or services sold or distributed by us or through us, will be resolved by binding arbitration rather than in court, with the following exceptions:

- You may assert claims in small claims court if your claims apply;
- If a claim involves the conditional license granted to you as described in the Ownership of Content and Grant of Conditional License section above, either of us may file a lawsuit in a federal or state court located within Los Angeles County, California, and we both consent to the jurisdiction of those courts for such purposes; and
- In the event that the arbitration agreement in these Terms is for any reason held to be unenforceable, any litigation against us (except for small-claims court actions) may be commenced only in a federal or state court located within Los Angeles County, California, and we both consent to the jurisdiction of those courts for such purposes.

The arbitration agreement in these Terms is governed by the Federal Arbitration Act (FAA), including its procedural provisions, in all respects. This means that the FAA governs, among other things, the interpretation and enforcement of this arbitration agreement and all of its provisions, including, without limitation, the class action waiver discussed below. State arbitration laws do not govern in any respect.

This arbitration agreement is intended to be broadly interpreted, and will survive termination of these Terms. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to the extent permitted by law to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement, including, but not limited to any claim that all or any part of this Agreement is void or voidable. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow these Terms as a court would.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to: Live Nation Entertainment, Inc., 9348 Civic Center Drive, Beverly Hills, CA 90210, Attn: Legal. You may download the forms located at [http://www.jamsadr.com/files/Uploads/Documents/JAMS\\_Arbitration\\_Demand.doc](http://www.jamsadr.com/files/Uploads/Documents/JAMS_Arbitration_Demand.doc). The arbitration will be conducted by JAMS under its Streamlined Arbitration Rules and Procedures or, if applicable, its Comprehensive Arbitration Rules and Procedures, and any applicable supplemental rules including its Consumer Arbitration Standards of Minimum Fairness. The JAMS Rules are available online at <http://www.jamsadr.com/rules-clauses> or by calling 1-800-352-5267. Payment of all filing, administration and arbitrator fees will be governed by JAMS's rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous, but in no event will we pay for attorneys' fees. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.

We each agree that the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding, and that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. **You agree to waive any right to a jury trial or to participate in a class action.** If this specific provision is found to be unenforceable, then the entirety of this arbitration section will be null and void and neither of us will be entitled to arbitrate our dispute.

You agree that these Terms evidence a transaction involving interstate commerce and will be governed by and construed in accordance with federal law to the fullest extent possible. However, if your dispute is regarding the re-sale of a ticket made through TicketExchange by Ticketmaster for any event located in Illinois, then these Terms will be governed and construed in accordance with the laws of Illinois, without regard to conflict or choice of law rules, and you consent to personal jurisdiction, and agree to bring all actions, exclusively in Chicago, Illinois. If you have an inquiry regarding a ticket re-sale transaction made through TicketExchange by Ticketmaster for any event located in Illinois, please contact us at 550 W. Van Buren Street, 13th Floor, Chicago, Illinois 60607 or (877) 446-9450 or [ticketexchange@ticketmaster.com](mailto:ticketexchange@ticketmaster.com).