

NEW YORK JETS - TICKET TERMS OF USE

2021-2022 SEASON

Welcome! The following are the terms and conditions ("Terms") that govern the use of your ticket license with respect to admission to a specified game of the New York Jets (the "Event"). In these Terms, the words "we," "us," and "our" mean New York Jets LLC as well as any affiliate, successor or assign. The words "you" and "your" means the person giving consent and seeking entry pursuant to this ticket license, and any accompanying minors. You agree that this ticket license is subject to these Terms and by purchase, acceptance and/or use of this ticket for the Event, you are deemed to have read and agreed that the Terms shall constitute a valid, binding and enforceable legal agreement between you and the Jets.

To the extent that there is a conflict between any provision in these Terms and the provision of any other agreement with either the Jets, or our official primary ticket seller, Ticketmaster, the provisions contained in these Terms shall prevail.

Please note that if you purchase your ticket from third party agents or sellers, these agents are the sellers of the tickets and your purchase may be subject to their ticket buyer terms and conditions.

YOUR TICKET IS A REVOCABLE LICENSE

The ticket to the Event is a revocable license that only grants a one-time entry into the stadium and a seat, or if specified on the ticket, a standing location, for the Event with no right of re-entry. Failure to comply with any of these Terms shall result in forfeiture of this license and all rights arising hereunder without refund, and shall entitle the National Football League ("NFL"), the New York Jets and/or, if applicable, MetLife Stadium (individually or collectively, "Management") to pursue all legal remedies available. Admission may be refused or revoked, and you may be ejected in Management's sole discretion.

PLEASE NOTE THAT 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 cancellation, or the Event is canceled and not rescheduled for any reason, is a refund of up to the face value of the ticket set by Management (the "Face Value"). Management's liability for any breach of any term of this ticket shall not exceed the Face Value. **IN NO EVENT SHALL MANAGEMENT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES OF ANY KIND INCLUDING, WITHOUT LIMITATION, ANY AMOUNT PAID IN EXCESS OF FACE VALUE FOR THE TICKET.**

EVENT DETAILS

The date and time of the Event (and the opening of the gates) are subject to change at Management's sole discretion, and no such change shall entitle you to a refund or other remedy if you cannot attend or for any other reason. You may be relocated in the sole discretion of Management, and no such relocation shall entitle you to a refund or any other remedy if you are relocated to a seat of comparable face value.

You must comply with all New York Jets' and MetLife Stadium's policies, including without limitation policies addressing fan conduct, health and safety, and bags. You and your belongings may be searched or assessed prior to or upon entry into the stadium. **Prohibited items may be confiscated and/or your admission revoked at Management's sole discretion.** You consent to such searches and assessments and waive all related claims. If you do not consent, you acknowledge Management has the right to deny or revoke your admission without refund. **Management reserves the right to deny or revoke admission of any person who it determines, in its sole discretion, poses a risk to the health or safety of other attendees and/or whose conduct violates these Terms, Event policies, or is otherwise disorderly (or complicit therein) without refund.**

FAN HEALTH PROMISE

You agree, on behalf of yourself and anyone for whom you obtain a ticket, that you and each such individual will not attend the Event if they have tested positive for COVID-19 within 14 days prior to the Event, or, **unless they are fully vaccinated for COVID-19** (as defined by the CDC), any of the following is true on the Event date:

- Within the prior 14 days, they have been exposed to someone who has tested positive for COVID-19, or are subject to a federal or local travel or quarantine advisory due to COVID-19;
- Within the prior 48 hours, they have experienced symptoms of COVID-19 (e.g., fever of 100.4°F or higher, cough, shortness of breath or difficulty breathing, chills, repeated shaking, muscle pain/achiness, headache, sore throat, loss of taste or smell, nasal congestion, runny nose, vomiting, diarrhea, fatigue or any other symptoms identified by the CDC) (anyone who is fully vaccinated but experiences any of the above symptoms within 48 hours before the Event should nevertheless consult a healthcare provider and get tested for COVID-19 before attending).

RESTRICTIONS ON USE OF INTELLECTUAL PROPERTY

You agree 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, you agree that by causing

this ticket to be scanned upon entry to the Stadium, you shall be deemed to have signed this ticket and granted NFL an exclusive worldwide, irrevocable, perpetual, sub-licensable, royalty-free license to all rights associated with any Works, Livestreams, and Descriptive Data. You grant irrevocable permission to NFL, the New York Jets and their respective sponsors, licensees, advertisers, broadcasters, designees, partners and agents to use, publish, distribute, and/or modify your image, likeness, voice, actions and statements in any medium including, without limitation, 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.

ASSUMPTION OF RISK

YOU VOLUNTARILY ASSUME ALL RISKS, HAZARDS AND DANGERS incident to the Event and related events, including the risk of personal injury (including death), exposure to communicable diseases, viruses, bacteria or illnesses, or the causes thereof, or lost, stolen or damaged property, whether occurring before, during, or after the Event, however caused, and hereby waives all claims and potential claims relating to such risks, hazards and dangers. **AN INHERENT RISK OF EXPOSURE TO COVID-19 EXISTS IN ANY PLACE WHERE PEOPLE ARE PRESENT. COVID-19 IS AN EXTREMELY CONTAGIOUS DISEASE THAT CAN LEAD TO SEVERE ILLNESS AND DEATH. ACCORDING TO THE CDC, SENIOR CITIZENS AND THOSE WITH UNDERLYING MEDICAL CONDITIONS ARE ESPECIALLY VULNERABLE. BY ENTERING THE STADIUM AND STADIUM GROUNDS, YOU VOLUNTARILY ASSUME ALL RISKS RELATED TO EXPOSURE TO COVID-19.**

Management is not responsible for lost, stolen, destroyed, duplicated or counterfeit tickets and may refuse to honor them. Tickets may not be used for, or in connection with, any form of commercial purposes including, without limitation, any advertising, promotions, contests, sweepstakes, giveaways, gambling or gaming, without the express written consent of the New York Jets 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.

RELEASE, WAIVER & COVENANT NOT TO SUE

On behalf of you and your Related Persons, you release and covenants not to sue each of the Released Parties with respect to any and all claims that you or any of your 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 your (i) exposure to COVID-19; (ii) entry into, or presence within or around, the Event (including all risks related thereto, including without limitation in parking areas or entry gates) or compliance with any protocols applicable to the Event; or (iii) interaction with any personnel of any of the Released Parties at the Event, in each case whether caused by any action, inaction or negligence of any Released Party or otherwise.

As used herein:

- “Related Persons” means your heirs, assigns, executors, administrators, next of kin, anyone attending the Event with you (which persons you represent have authorized you to act on their behalf for purposes of the release herein), and other persons acting or purporting to act on your or their behalf.
- “Released Parties” means: (i) New York Jets LLC, MetLife Stadium, 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 MetLife Stadium and related stadium grounds (including, without limitation, parking areas and entry gates) (“Stadium”); (iii) all third parties performing services at the Stadium; and (iv) any parents, subsidiaries, affiliated and related companies and officers, directors, owners, members, managers, partners, employers, employees, agents, contractors, subcontractors, insurers, representatives, successors and/or assigns of each of the foregoing entities and persons, whether past, present or future and whether in their institutional or personal capacities.

CONSENT FOR ELECTRONIC & MOBILE PHONE COMMUNICATION

Consent to Use Electronic Records and Signatures: We are required by law to give you certain information “in writing” – this means you are entitled to receive it on paper. We need your consent in order to provide you this information electronically and to use electronic records and signatures in our relationship with you. In this Consent, “Communications” means each notice, agreement, or other information we provide to you, or that you sign or submit or agree to at our request.

Your Consent: You agree that any of the Communications we provide to you, or that you sign or agree to at our request, may be in electronic form. Your Consent will apply to this transaction and all documents related to this transaction, as well as all future transactions with us. We may also use electronic signatures and obtain them from you on any Communication.

Each Communication that we provide to you in electronic form will be delivered either: (1) by your accessing an online location we designate or (2) via e-mail. We may send you an e-mail, text message, push notification, or other electronic notice at the time the Communication is available, and the Communication will be available at the designated online location regardless of whether or not we send such notice. We may establish security procedures you will have to follow to access the online location.

We may always, in our sole discretion, provide you with any Communications on paper, even if you have authorized electronic delivery. We may do so if our attempts to provide you with electronic notice are unsuccessful. Sometimes the law, or our agreement with you, requires you to give us a written notice. You must still provide these notices to us on paper, unless we tell you how to deliver the notice to us electronically.

How to Withdraw Consent. You may withdraw your consent to receive Communications electronically at any time by contacting us at 800-469-JETS (5387) or services@newyorkjets.com. A withdrawal of your consent to receive electronic Communications will be effective only after we have had a reasonable period of time to process your withdrawal.

Hardware and Software Requirements. To receive electronic Communications, you must have an active e-mail address, and have access to the following:

- a Current Version (defined below) of Internet Explorer, Chrome, Safari or Firefox;
- a connection to the Internet;
- a Current Version of a program that accurately reads and displays PDF files; and
- a computer and an operating system capable of supporting all of the above. You will also need a printer if you wish to print out and retain records on paper, and electronic storage if you wish to retain records in electronic form.

By "Current Version," we mean a version of the software that is currently being supported by its publisher. From time to time, we may offer services or features that require that your Internet browser be configured in a particular way, such as permitting the use of JavaScript or cookies. If we detect that your Internet browser is not properly configured, we will provide you with a notice and advice on how to update your configuration. We may also require you to use a Current Version of one or more specific software applications we may specify from time to time. We reserve the right to discontinue support of a Current Version of any software if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use.

If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain electronic Communications, we will give you notice of the revised hardware or software requirements. Continuing to use this service after receiving notice of the change is reaffirmation of your consent.

Requesting Paper Copies. We will not send you a paper copy of electronic Communications from us, unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of certain Communications we provide to you electronically by printing it yourself or by requesting that we mail you a paper copy. Requests for paper copies must be made within a reasonable time after we first provided the electronic Communication to you. To request a paper copy, contact us by telephone at 800-469-JETS (5387) or email us at service@newyorkjets.com. There is no charge associated with requesting a paper copy of a Communication we sent you electronically.

Retaining copies. We encourage you to print or download for your records a copy of all electronic Communications, as well as this Consent disclosure and any other document that is important to you.

Termination/Changes. We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.

Mobile Telephone - Permission to Contact

By giving us your mobile telephone number, we have your permission to contact you at that number regarding all accounts you have with us. Your consent allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include calls from companies working on our behalf to service your account. Message and data rates may apply. You can change these preferences at any time by contacting us.

INDEMNIFICATION

If anyone brings a claim against the Jets related to your use of the tickets, or your violation of these Terms, you agree to indemnify, defend and hold us and our affiliated companies, MetLife Stadium, the NFL, or any of their respective owners, members, employees, agents, affiliates, directors, trustees, agents or other representatives, suppliers, advertisers and sponsors harmless from and against any and all claims, damages, losses and expenses of any kind (including reasonable legal fees and costs). We reserve the right to take exclusive control and defense of any claim, and you will cooperate fully with us in asserting any available defenses.

LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE JETS, THE NATIONAL FOOTBALL LEAGUE, AND EACH OF ITS PARENT AND AFFILIATED ENTITIES, AND THEIR RESPECTIVE AGENTS, LICENSEES, VENDORS, MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, INDEPENDENT CONTRACTORS AND REPRESENTATIVES (COLLECTIVELY, THE "RELEASED PARTIES") WILL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY YOU AGAINST ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES) TO YOU, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY, ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE OR USE OF THIS TICKET. IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE FOR ANY DELAY IN OR FAILURE TO PERFORM DUE TO CAUSES BEYOND THE RELEASED PARTIES' CONTROL, INCLUDING, WITHOUT LIMITATION, ANY ACT OF GOD, EPIDEMIC, PANDEMIC, ACT OF WAR, STRIKE OR LABOR DISPUTE, NATURAL DISASTER, WEATHER, TERRORISM, OR ANY ACT OR OMISSION OF A THIRD PARTY.

APPLICABLE LAW; DISPUTE RESOLUTION; CLASS ACTION WAIVER

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS. ARBITRATION IS A WAIVER OF THE RIGHT TO BRING SUIT IN COURT.

The Terms shall be governed by the internal laws of the State of New Jersey, without regard to its conflicts of laws, rules or policies. **THE JETS AND YOU AGREE THAT ANY DISPUTE, CLAIM, CAUSE OF ACTION OR CONTROVERSY ARISING FROM OR RELATING TO THE TERMS, ANY GAME OR EVENT OF THE JETS, AND/OR ANY ACTS OR OMISSIONS RELATING TO OR OCCURRING DURING ANY GAME OR EVENT OF THE JETS ("COVERED CLAIMS") SHALL BE RESOLVED BY MANDATORY, CONFIDENTIAL, FINAL, AND BINDING**

ARBITRATION CONDUCTED IN THE STATE OF NEW JERSEY. 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 these Terms. The parties understand that a judgment on any arbitral award may be entered in any court having jurisdiction.

The parties 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, REPRESENTATIVE ACTION, OR CLASS ARBITRATION. IF YOU DO NOT CONSENT TO THIS CLAUSE, YOU MUST LEAVE OR NOT ENTER THE STADIUM. THIS CLAUSE IS GOVERNED BY THE FEDERAL ARBITRATION ACT.**

By accepting these Terms, each party waives any right to commence, or be a party to, any class or collective actions asserting Covered Claims or to bring jointly with any other person assert any Covered Claim against the Jets, MetLife Stadium, the NFL, or any of their respective owners, members, employees, agents, affiliates, directors, trustees, agents or other representatives. Nothing in this paragraph is intended or may be construed as a limitation of your right to assert, on your own individual behalf, any Covered Claims pursuant to the arbitration provisions described above. This arbitration agreement is intended to be broadly interpreted and will survive termination of these Terms.

SEVERABILITY

If any provision of this revocable ticket 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.

UPDATES TO TERMS

These Terms may be updated by the Jets from time to time in our discretion. It is your responsibility to review these terms and conditions from time to time. Any use of the tickets constitutes your agreement to and acceptance of these Terms as they exist at the time of such use. New York Jets trademarks and copyrights are proprietary to the New York Jets. All rights reserved.

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