

Patriots 365 User Agreement

Last Modified: February 12, 2019

Acceptance of the Terms

Welcome to the season ticket and fan community website of New England Patriots LLC ("**Company**", "**we**" or "**us**"). The Patriots365 Web Portal (the "**Portal**") is designed to facilitate the relationship between Company and its fans. The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, the "**User Agreement**"), governs, among other things, Season Ticket Membership, Wait List membership, and your access to and use of www.patriots365.com, including any content, functionality and services offered on or through www.patriots365.com (the "**Website**").

Please read this User Agreement carefully before you start to use the Website. **By using the Website (or by clicking to accept or agree to the User Agreement when this option is made available to you), you accept and agree to be bound and abide by this User Agreement and our Privacy Policy, found at <http://www.patriots.com/footer/privacy-policy>, incorporated herein by reference.** If you do not want to agree to this User Agreement or the Privacy Policy, you must not access or use the Website.

This Website is offered and available to users who are 18 years of age or older. By using this Website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

Patriots365 Program Terms

As a user of the Website, you have the ability to create a Patriots365 account to earn preferential access and treatment within the Patriots fan community (a "**Patriots365 Account**"). Among other things, a Patriots365 Account provides you with the ability to earn promotional credits ("**Promotional Credits**") by participating in various promotions that Company operates or sponsors from time to time, including but not limited to loyalty programs with Company sponsors or others. Promotional Credits will be created, earned, and applied to your Patriots365 Account, at a rate, time, and manner set forth in the terms for each promotional program operated or sponsored by Company, available at <https://www.patriots365.com/partners>. If Company or a Patriots365 program partner reasonably determines that any Promotional Credits were generated by any person, bot, automated program or similar device that are considered fraudulent, invalid, unauthorized, illegal, lacking sufficient documentation, or otherwise not bona fide (collectively, "**User Fraud**"), Company reserves the right to terminate your Patriots365 Account and invalidate any or all of your Promotional Credits. Certain promotional programs

may allow you to transfer all or some of your Promotional Credits to other Patriots365 Accounts in limited circumstances. In such event, Company reserves the right to limit (i) the amount of Promotional Credits transferred by and/or received by a Patriots365 Account, (ii) the number of Patriots365 Accounts that transfer Promotional Credits to a particular Patriots365 Account, and (iii) the frequency with which a particular Patriots365 Account can add, remove, or replace other Patriots365 Account(s) that transfer Promotional Credits to it. Terms and limitations about transferring Promotional Credits, which may change from time to time in Company's sole discretion, are set forth in the terms for each promotional program, available at <https://www.patriots365.com/partners>. If transferred Promotional Credits are subsequently deemed to be generated by User Fraud, such credits will be deemed invalid and will be removed from your Account. You can view the current amount of Promotional Credits in your Patriots365 Account (the "**Account Balance**") on the Website, understanding that Promotional Credits may post to your Patriots365 Account on a date after the Promotional Credits were earned. Promotional Credits may be redeemed, and may expire, in the time and manner set forth in the terms for each promotional program operated or sponsored by Company. Company, in its sole discretion, may (i) terminate your ability to earn any and all Promotional Credits under any promotional program then or at any time in operation and (ii) remove any Promotional Credits from your Account Balance that were erroneously or improperly provided to you. On the date that any Promotional Credits expire, they are of no further value or effect from that date forward. You can find a complete list of all promotional programs in existence at such times and the terms applicable to such programs at <https://www.patriots365.com/partners>. Company makes no representations or warranties regarding Promotional Credits, including with respect to their accuracy or availability; however, if Company becomes aware of any errors or improprieties regarding your Promotional Credits, whether caused by Company, a Patriots365 program partner or a third party, Company will use commercially reasonable efforts to resolve such matter, and such resolution will be your sole and exclusive remedy with respect to any issues, errors or improprieties regarding your Promotional Credits.

To earn Promotional Credits, you may be required to enroll in promotional programs operated by third parties (who are often sponsors of Company) and, as part of such enrollment, may need to agree to be bound by the terms and conditions of such third party programs. Promotional Credits have no cash value. By participating in any programs through which you may earn Promotional Credits, you authorize (i) Company to collect any information that you may generate while participating in such promotional programs, including transaction data, to share such information with its sponsors and others, and to send communications to me about such programs, and (ii) the operator of such promotional program(s) to share with Company any information that such operator may collect in connection with such program(s). You understand that Company will maintain a record of your transactions with Company and its affiliates. Any information received by Company from the operator of a promotional program will be handled and shared in a manner consistent with, and to the extent permitted by, the Company [Privacy Policy](#). By accepting and agreeing to this User Agreement, you expressly authorize the operator

of such promotional program(s) to rely upon these authorizations when enrolling in any such program(s).

Patriots Tickets; Gillette Stadium Events

From time to time, you may purchase or otherwise obtain tickets to Patriots home games or other events at Gillette Stadium (including the surrounding facilities, parking lots, and roadways; such property, "**Gillette Stadium**"). Tickets issued to you are revocable licenses. Company and NPS LLC reserve the right to revoke such licenses, in their sole discretion, at any time and for any reason. All sales of tickets are final. You are not entitled to a refund if you cannot attend an event. By accepting and agreeing to this User Agreement, you agree that dates and times of events as well as opponents are subject to change by the NFL or the event promoter, as applicable, in its sole discretion or as a result of other events beyond its control, without refund. If an event is cancelled in its entirety and not replayed, the sole and exclusive remedy is a refund of the face value of the ticket(s) issued to you. You agree that you are responsible for your own conduct and the conduct of each person who enters Gillette Stadium using tickets issued to you, and that you and/or each person who enters Gillette Stadium using tickets issued to you may be refused admission and/or ejected without refund, including if any of you are disorderly or fail to comply with any applicable rules, including but not limited to the Stadium Code of Conduct available at <https://www.gillettestadium.com/stadium-safety/>. Such behavior may result in forfeiture of your tickets and your Patriots365 Account (including your Patriots season ticket account and/or Season Ticket Wait List account). Your purchase of tickets, including season tickets, in any year does not entitle you to renewal in any subsequent year.

By accepting and agreeing to this User Agreement, you voluntarily assume all risks of property loss and personal injury incident to each event you attend at Gillette Stadium. By accepting and agreeing to this User Agreement, you agree that you will not resell Patriots tickets issued to you unless (a) such resale complies with all applicable laws, (b) you are not required to be licensed pursuant to M.G.L. c. 140, § 185A, or, if you are required to be licensed, you are so licensed, and (c) you resell solely through the NFL's officially authorized ticket platform. You acknowledge and agree that any tickets you resell on an unauthorized platform or in violation of applicable law are void without notice or refund. Club seat and suite tickets may not be posted to the NFL's officially authorized ticket platform.

No person, regardless of age, may enter Gillette Stadium without a ticket, and re-entry is prohibited. Use of tickets for advertising and promotional purposes (including contest and sweepstakes or other trade purposes) is expressly prohibited. By accepting and agreeing to this User Agreement, you agree that you and/or each person who enters Gillette Stadium using tickets issued to you will not transmit or aid in transmitting any description, account, picture, reproduction, or other depiction (including text, data, or visual) in any media of all or any part of the event. You understand that you will be subject to search upon entry at Gillette Stadium, and that prohibited items, including those listed at <https://www.gillettestadium.com/bagpolicy/>,

may be confiscated. By accepting and agreeing to this User Agreement, you consent to and waive any claim based on such searches, and agree that failure to consent will result in denial of entry. By accepting and agreeing to this User Agreement, you grant permission to the NFL, Company, NPS LLC, other participating clubs, and their designees to use your image, likeness, and/or voice, and those of any guest of yours, in any media now or hereafter existing in connection with any broadcast (live or record) or any other transmission or reproduction of an event, in whole or in part, and for any other purpose whatsoever, including commercial purposes without any compensation to you.

Patriots Season Ticket Members and Wait List Members

If you are a Patriots Season Ticket Member or Wait List Member at the time that you establish a Patriots365 Account, we will transfer information and account history associated with your Season Ticket Member and/or Wait List account to your Patriots365 Account and you will administer and maintain your Season Ticket Member and/or Wait List Account on the Portal. From time to time, Season Ticket Members and Wait List Members may receive credit to their account for tickets successfully sold through the NFL's officially authorized ticket platform, or for tickets to a cancelled or un-played event ("**Monetary Credits**"). Monetary Credits may be retained in your Patriots365 Account, may be applied at your direction to pay certain amounts due and payable in your Patriots365 Account, or may be redeemed at any time by requesting in writing that Company refund such Monetary Credit. If your Patriots365 Account terminates at any time for any reason, and any Monetary Credits remain in your Patriots365 Account at such time, Company will contact you at the address and/or telephone number associated with your Patriots365 Account, and at your direction, will refund such Monetary Credit to you, less any outstanding amounts due and payable in your Patriots365 Account. Upon termination, Company has no obligation to refund Promotional Credits or any amounts other than Monetary Credits.

Company will only conduct ticket transactions with the Season Ticket Member or Wait List Member of record. As a Season Ticket Member or Wait List Member, you acknowledge and agree that: any request to change the address on file (or, in the case of a business, the contact person on file) will be submitted to Company in writing with all supporting documentation as reasonably requested by Company; that Company will not provide replacement tickets for tickets that are lost, stolen, or damaged except in limited circumstances in Company's sole discretion and subject to a non-refundable processing fee; and you will not transfer your ticket account or split your tickets with others, except as specifically permitted by Company in writing.

If you are a Wait List member, we will contact you when season tickets become available. Ticket availability is based on the renewal rates of existing Season Ticket Members, and priority is based on when you sign up for the Wait List. If we contact you that season tickets are available for your purchase, you must purchase season tickets for those seat locations offered to you, or

otherwise you will forfeit your position on the Wait List as well as any Wait List deposit made. You will remain a Wait List member until you are offered season tickets, you request to be removed from the Wait List, or your Wait List membership is revoked pursuant to this User Agreement or the Wait List Member Agreement. If you were previously a Wait List member and requested to be removed from the Wait List, you may not register for another Wait List account until at least one (1) full calendar year after the date on which your most recent Wait List account was terminated. If you were previously a Patriots Season Ticket Member and cancelled your Season Ticket Member account, you may not register for a Wait List account until at least one (1) full calendar year after the date on which your most recent Season Ticket Member account was terminated.

Changes to the User Agreement

We may revise and update this User Agreement from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter. However, any changes to the dispute resolution provisions set forth in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice prior to the date the change is posted on the Website.

Your continued use of the Website following the posting of revised User Agreement means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

Accessing the Website and Account Security

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for:

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all persons who access the Website through your internet connection are aware of this User Agreement and comply with it.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information, including but not limited to mailing address, email address, phone number, and Patriots Season Ticket Member information (if applicable). It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete. You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on

the Website, is governed by our [Privacy Policy](#), and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of this User Agreement.

Intellectual Property Rights

The Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

This User Agreement permits you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication or distribution.
- If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

- If we provide *social media features* with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from this site.
- Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this site.

You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

If you wish to make any use of material on the Website other than that set out in this section, please address your request to: tickets@patriots.com.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Website in breach of the User Agreement, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by this User Agreement is a breach of this User Agreement and may violate copyright, trademark and other laws.

Trademarks and Service Marks

The Company name, the terms “New England Patriots”, “Gillette Stadium”, “Do Your Job”, “3 Games to Glory”, the Patriots logos and all related names, logos, product and service names, designs and slogans are trademarks and/or service marks of the Company or its affiliates or licensors. You must not use such marks without Company’s prior written permission. All other names, logos, product and service names, designs and slogans on this Website are the trademarks of their respective owners.

Prohibited and Unlawful Uses

You may use the Website only for lawful purposes and in accordance with this User Agreement. You agree not to use the Website:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).

- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards set out in this User Agreement.
- To transmit, or procure the sending of, any advertising or promotional material including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

User Contributions

The Website may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively, "**Interactive Services**") that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, "**post**") content or materials (collectively, "**User Contributions**") on or through the Website.

All User Contributions must comply with the Content Standards set out in this User Agreement.

Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns.
- All of your User Contributions do and will comply with this User Agreement.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have fully responsibility for such content, including its legality, reliability, accuracy and appropriateness.

We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Website.

Monitoring and Enforcement; Termination

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates this User Agreement, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public or could create liability for the Company.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of this User Agreement.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS

THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER THE COMPANY, ITS AFFILIATES, LICENSEES OR SERVICE PROVIDERS, OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Content Standards

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with this User Agreement or our [Privacy Policy](#).
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Copyright Infringement

Reporting Claims of Copyright Infringement

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from this Website infringe your copyright, you may request removal of those materials (or access to them) from the Website by submitting written notification to our Copyright Agent (designated below). In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (*17 U.S.C. § 512*) ("**DMCA**"), the written notice (the "**DMCA Notice**") must include substantially the following:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Website, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact you (including your name, postal address, telephone number and, if available, e-mail address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated Copyright Agent to receive DMCA Notices is:

Kraft Group LLC
One Patriot Place
Foxborough, MA 02035
Attn: President
Privacy@GilletteStadium.com

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

Please be aware that if you knowingly materially misrepresent that material or activity on the Website is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

Counter-Notification Procedures

If you believe that material you posted on the Website was removed or access to it was disabled by mistake or misidentification, you may file a counter-notification with us (a "**Counter-Notice**") by submitting written notification to our copyright agent (identified below). Pursuant to the DMCA, the Counter-Notice must include substantially the following:

- Your physical or electronic signature.

- An identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access disabled.
- Adequate information by which we can contact you (including your name, postal address, telephone number and, if available, e-mail address).
- A statement under penalty of perjury by you that you have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled.
- A statement that you will consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or if you reside outside the United States for any judicial district in which the Website may be found) and that you will accept service from the person (or an agent of that person) who provided the Website with the complaint at issue.

Completed Counter-Notices should be sent to:

Kraft Group LLC
One Patriot Place
Foxborough, MA 02035
Attn: President
Privacy@GilletteStadium.com

The DMCA allows us to restore the removed content if the party filing the original DMCA Notice does not file a court action against you within ten business days of receiving the copy of your Counter-Notice.

Please be aware that if you knowingly materially misrepresent that material or activity on the Website was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

Repeat Infringers

It is our policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers.

Reliance on Information Posted

We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and

responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Changes to the Website

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Visits to the Website

All information we collect on this Website is subject to our [Privacy Policy](#). By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Online Purchases and Other Terms and Conditions

Additional terms and conditions may also apply to specific portions, services or features of the Website, including terms and conditions regarding the sale, purchase, or other transactions for goods, services, or information. All such additional terms and conditions are hereby incorporated by this reference into this User Agreement.

Linking to the Website and Social Media Features

You may link to our Website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

This Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Website.
- Send e-mails or other communications with certain content, or links to certain content, on this Website.
- Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in this User Agreement. You agree to

cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

Links from the Website

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Geographic Restrictions

The owner of the Website is based in the Commonwealth of Massachusetts in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

We cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY,

ACCURACY OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, MEMBERS, OWNERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Release of Claims; Indemnification

You irrevocably waive and release on behalf of yourself, your attorneys, agents, successors, heirs, and assigns all claims, liabilities, or losses (whether direct or consequential and whether arising under statute, from negligence, personal injury, death, property damage, or otherwise) against the National Football League (“NFL”); Company; NPS LLC; other participating clubs; each of their parents, affiliates, subsidiaries, owners, officers, directors, employees, agents, affiliates, and independent contractors; and the Town of Foxboro (the “**Released Parties**”), arising from or

in connection with this User Agreement, including but not limited to each event you, your guest, or any other person who uses your tickets for an event at Gillette Stadium (the “**Released Claims**”), notwithstanding that such Released Claims may have been caused by the negligent act or omission of such Released Parties. On behalf of your guests and any other person who uses tickets issued to you to attend an event, you also irrevocably waive and release on behalf of them, their attorneys, agents, successors, heirs and assigns all Released Claims against all Released Parties, notwithstanding that such Released Claims may have been caused by the negligent act or omission of such Released Parties.

You further agree that you will defend, indemnify, and hold harmless the Released Parties for any Released Claims asserted by you, your guests, any other person who uses your tickets for an event at Gillette Stadium, or any third party, if such Released Claims relate to this User Agreement, your use of the Website (including, but not limited to, your User Contributions, any use of the Website's content, services and products other than as expressly authorized in this User Agreement), your use of any information obtained from the Website, or attending an event at Gillette Stadium. Your obligation to defend and indemnify the Released Parties for Released Claims includes all attorneys’ fees and costs incurred by the Released Parties to defend such claims.

Governing Law and Jurisdiction

All matters relating to this User Agreement, including using the Website and attending an event at Gillette Stadium shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to the conflict of laws provisions of such law.

On behalf of you, your guests, or any other person who uses tickets issued to you to attend an event at Gillette Stadium, you agree that any dispute between or among you, your attorneys, agents, successors, heirs, and assigns, your guests, or any other person who uses tickets issued to you to attend an event, Company, NPS LLC, the Town of Foxboro, and any of their parents, affiliates, subsidiaries, owners, officers, directors, employees, agents, affiliates, and independent contractors relating to your tickets or any issues that may arise in connection with this User Agreement shall be resolved by arbitration before JAMS according to the rules of that forum, except that you may pursue a claim in small claims court so long as the claim is pending only in that court, and so long as that claim is not joined with any other claim in any court. You specifically waive the right to participate in a representative capacity or as a member of any class of claimants pertaining to any claim. You understand that the arbitrator’s decision will be final and binding, and that other rights that you may have if you went to court may not be available in arbitration.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS USER AGREEMENT OR THE WEBSITE, INCLUDING BUT NOT LIMITED TO THE USE OF TICKETS OR ATTENDANCE AT A STADIUM EVENT, MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver by the Company of any term or condition set forth in this User Agreement shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under this User Agreement shall not constitute a waiver of such right or provision.

If any provision of this User Agreement is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the User Agreement will continue in full force and effect.

Entire Agreement

This User Agreement, our Privacy Policy, and any other relevant documents or policies constitute the sole and entire agreement between you and Company with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

Your Comments and Concerns

This website is operated by New England Patriots LLC, One Patriot Place, Foxborough, MA 02035.

All notices of copyright infringement claims should be sent to the copyright agent designated in our Copyright Policy in the manner and by the means set forth therein.

All other feedback, comments, requests for technical support and other communications relating to the Website should be directed to tickets@patriots.com.

Thank you for visiting the Website.

Signature: _____

Date: _____