

## Tennessee Titans – 22<sup>nd</sup> Element Fan Attendance Program Terms and Conditions

*Most Recent Modification: December 8, 2020*

The 22<sup>nd</sup> Element Fan Attendance Program (“Program”) is a customer loyalty program offered by Tennessee Football, Inc., doing business as the Tennessee Titans (“the Titans”), that rewards 22<sup>nd</sup> Element Members (as defined below) for participating in Program activities. After you enroll in the Program and become a 22<sup>nd</sup> Element Member, you will receive perks and benefits throughout the year for attending Titans’ home games as described below and on <https://www.tennesseetitans.com/tickets/season-ticket-members/titanium-tough>.

**General Terms and Conditions:** Participation in the Program is subject to these Terms and Conditions, the Tennessee Titans Privacy Policy; and any other terms included on the 22<sup>nd</sup> Element Program Website (collectively the “Program Terms”). It is your responsibility to read and understand the Program Terms.

The Titans may amend the Program Terms in its sole discretion at any time without notice including but not limited to modifying membership eligibility, changing membership perks and benefits, and modifying membership performance requirements. Any such changes to the Program Terms will be shown in the Program Terms or on the Program Website and will be effective immediately unless stated otherwise.

The Titans may terminate the Program at any time with or without notice.

Membership in the Program, the earning of benefits and perks, and the redemption of benefits and perks are void where prohibited by law, and are subject to applicable government regulations.

The receipt of perks and benefits may be subject to tax liability. Any tax liability, including disclosure, concerning the receipt of perks and benefits, is solely your responsibility. The Titans will not be liable for any tax liability or other charges in connection with the issuance of perks and benefits.

**Membership Enrollment and Eligibility:** You may apply to be a member of the Program by filling out a membership application at <https://www.tennesseetitans.com/tickets/season-ticket-members/titanium-tough>. To be a Program Member, you must be at least 18 years old, be a full season Tennessee Titans season ticket holder whose account is paid in full and in good standing as of September 15, 2021, and have a valid email address at the time of enrollment. Eligibility in the Program shall be contingent upon the eligible Member’s compliance with the terms and conditions governing Tennessee Titans season tickets and/or

the Eligible Member's ticket contract, including without limitation the ticket policies posted at Titans.com and all applicable Nissan Stadium rules.

Purchasers of partial season ticket plans and individual game tickets are not eligible to participate in Program. Ticket brokers or others who regularly resell their Tennessee Titans season tickets are not eligible to participate in the Program.

The Tennessee Titans reserve the right and sole discretion to disqualify or exclude any person from the Program, and all questions or disputes regarding eligibility will be resolved by the Tennessee Titans in its sole discretion.

You may only enroll in the Program for yourself, and you may only maintain one membership account. Membership and its benefits, as defined below, are non-transferable and may not be lent or sold to another person.

You may terminate your Program membership at any time by emailing tickets@titans.nfl.com or by calling Season Ticket Services at (615) 565-4200, option 1. Please be sure to include your registered email address and full name. If your Program membership is terminated by you or the Tennessee Titans, all perks and benefits will be forfeited immediately upon termination.

**Program Administration and Perks and Benefits:** All Program Members who attend seven (7) or more Tennessee Titans' 2021 regular season home games will be eligible to receive the following:

- One (1) exclusive Tennessee Titans bomber jacket per eligible PSL account for the 2022 NFL season.
- \$100.00 in concessions credits per PSL for the 2022 NFL regular season; Club Members will receive \$150.00 per seat for the 2022 NFL regular season.
- Entrance to win a trip to the 2022 NFL Draft.
- Program Member's name on a special display located at Nissan Stadium during the 2021 season.
- Existing 22<sup>nd</sup> Element Members, who signed up prior to September 1, 2020, and who renew their PSL by January 15, 2021, will receive an exclusive 22<sup>nd</sup> Element bomber jacket for the 2021 NFL season.

Attendance will be verified by the Program Member scanning a valid ticket at a Titans' home game. Eligibility to receive any perks and benefits are contingent upon the eligible Member's compliance with these terms and conditions, the terms and conditions governing Tennessee Titans season tickets and/or the Eligible Member's ticket contract, including without limitation the ticket policies posted at Titans.com and all applicable Nissan Stadium rules.

Any offered gameday experiences and other special events will be invitation-only and entry will be on a first-come, first-served basis. Gameday experiences and other special events are

subject to change. All Program Members must comply with all venue rules and regulations for any gameday experiences and other special events. Failure to do so may result in Program membership termination and removal from the event. The Titans reserve the right to remove or to deny attendance to a Program Member who engages in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the event.

All details, including the exact time and overall nature of any perks and benefits to be determined by the Titans in its sole discretion. Costs and expenses associated with the acceptance and use of any perks and benefits not specified herein as being awarded, including, but not limited to, all federal, state and local taxes, transportation to/from stadium and, parking (and, if applicable, food, beverages, souvenirs, gratuities, etc.) are the Program Member's sole responsibility.

ALL PERKS AND BENEFITS ARE REDEEMED "AS IS" WITHOUT WARRANTY OF ANY KIND. THE CLUB HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOU ARE NOT ENTITLED TO WIN OR REDEEM ANY PERK AND BENEFIT UNTIL YOUR ELIGIBILITY HAS BEEN VERIFIED, AND IT IS DETERMINED THAT YOU HAVE COMPLIED WITH THESE TERMS AND CONDITIONS.

To receive certain perks and benefits, the Titans may require you to execute and return an Affidavit of Eligibility, Liability Release, and (unless prohibited by law) Publicity Release within three (3) days of issuance.

By signing up for the Program, you consent that in connection with your membership, you may be photographed, videotaped and/or recorded at a gameday experience, special event, or other Program benefit and that such photography, videotaping and recording, as well as your name, may be used for the reasonable business purposes of the Titans in all media formats, including, without limitation, television, radio, and digital media formats, including the Internet, without the payment of any consideration.

You may also receive attendance credit by transferring your tickets to family or friends or donating your tickets to the Titans Foundation via your My Titans Account. Donated tickets will be distributed to local charities that support military groups, families in need, underprivileged youth, and other organizations selected at the sole discretion of the Titans. Donated tickets will count toward your season attendance. Any resold tickets or tickets transferred to friends who do not scan the transferred ticket do not count towards your season attendance. By agreeing, resale will be restricted on your account. To remove this restriction, please contact The Titans ticket office at [tickets@titans.nfl.com](mailto:tickets@titans.nfl.com) or call Season Ticket Services at (615) 565-4200, option 1.

Program Members will be notified of his/her membership compliance via email regularly throughout the 2021 regular season. Any errors and omissions relating to Program compliance must be reported within one (1) week of when the alleged error or omission occurred. The Titans, in its sole discretion, shall determine whether any required adjustments are appropriate. The Tennessee Titans have a right to correct any account errors.

**Personal Data and Privacy Policy:** By joining this Program, Members consent to the handling of their information as described in the Titans' Privacy Policy, which can be found at: <https://www.tennesseetitans.com/about-us/privacy-policy>. By joining this Program, each Member gives his/her express permission to be contacted by the Titans about other Titans programs. Each Member further gives his/her express permission to be contacted via email and/or telephone regarding the status of his/her Program compliance, his/her Program benefits, perks, and rewards, and other Program details.

**Disputes:** THIS PROGRAM IS GOVERNED BY THE LAWS OF DAVIDSON COUNTY AND THE STATE OF TENNESSEE, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. EXCLUSIVE JURISDICTION AND VENUE FOR ALL MATTERS RELATED TO THIS PROGRAM SHALL BE IN THE STATE COURTS OF DAVIDSON COUNTY, TENNESSEE, OR THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF TENNESSEE, NASHVILLE DIVISION, AND THE TITANS AND MEMBER HEREBY AGREE AND CONSENT TO SUCH JURISDICTION AND VENUE. As a condition of participating in this Program, Member agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Program, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Tennessee having jurisdiction. Further, in any such dispute, under no circumstances shall a Member be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than Member's actual out-of-pocket expenses (i.e., costs associated with entering this Program). Member further waives all rights to have damages multiplied or increased.

**THE TITANS SHALL HAVE NO LIABILITY AND WILL BE HELD HARMLESS BY MEMBERS FOR ANY LIABILITY, LOSS, INJURY OR DAMAGE TO MEMBERS OR ANY OTHER PERSON OR ENTITY, INCLUDING PERSONAL INJURY OR DEATH TO MEMBERS OR ANY OTHER PERSON OR DAMAGE TO PERSONAL OR REAL PROPERTY, DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, BY REASON OF MEMBER'S PARTICIPATION IN THIS PROGRAM AND THE ACCEPTANCE, POSSESSION, MISUSE OF ANY PERK AND/OR BENEFIT OR THE ATTENDANCE AT ANY GAME, GAMEDAY EXPERIENCE AND/OR SPECIAL EVENT.**

**CAUTION: ANY ATTEMPT BY ANY PERSON OR PERSONS, WHETHER OR NOT A MEMBER, TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS PROGRAM OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THIS PROGRAM IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE TITANS WILL DISQUALIFY ANY SUCH MEMBER,**

**AND THE TITANS AND THEIR RESPECTIVE AGENTS RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY PERSON OR PERSONS RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.**