

## **NEW YORK JETS - TICKET TERMS OF USE**

### **2020-2021 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 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 NFL, the New York Jets and/or, if applicable, MetLife Stadium (collectively, "Management") to pursue all legal remedies available. Admission may be refused or withdrawn and you may be ejected in the sole discretion of Management.

**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, or the Event is cancelled and not replayed for any reason, is a refund of up to the face value set by Management (the "Face Value"). Refund to you of the Face Value shall automatically terminate any of your rights hereunder. Further, 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 by Management in their sole discretion, and no such change shall entitle you to a refund or any 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 the New York Jets' and MetLife Stadium's [security policies](#), including any applicable [bag policy](#). You and your belongings may be searched prior to or upon entry into the stadium, and prohibited items may be confiscated at the sole discretion of Management. You consent to such searches and waives all claims relating to them. If you do not consent to such searches, you acknowledge that Management has the right to deny entry or to eject you from the Event without refund. Management reserves the right to refuse admission to or eject any person whose conduct, in Management's sole discretion, violates these Terms, any applicable code of conduct, or is otherwise disorderly (or complicit in such conduct) without refund.

## **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, the "Descriptive Data") for any commercial or non-personal, purpose; (2) any photographs, images, videos, audio or other form of display or public performance or reproduction of any portion of the Event or related events (the "Works") for any commercial or non-personal purpose; or (3) livestreams of any portion of the Event or related events (the "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 the NFL an exclusive worldwide, irrevocable, perpetual, sub-licensable, royalty-free license to all rights associated with the Works, the Livestreams, and, to the extent permitted by law, the Descriptive Data. You also grant irrevocable permission to the NFL, the New York Jets and their respective sponsors, licensees, advertisers, broadcasters, designees, partners and agents to use, publish, distribute, edit, modify and/or alter your image, likeness, voice, actions and statements in any medium including, without limitation, any audio, video, film, photographs, social media, exhibition, transmission, publication or reproduction 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), sickness, 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. Management is not responsible for lost, stolen, destroyed, duplicated or counterfeit tickets and may refuse to honor such tickets. Further, this ticket may not be used for, or in connection with, any form of commercial or trade purposes including, but not limited to, any advertising, promotions, contests, sweepstakes, giveaways, gambling or gaming activities, without the

express written consent of the New York Jets and/or the NFL. Use of the ticket in violation of any law is strictly prohibited and will result in seizure, revocation and/or forfeiture of this license without refund.

## **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 service@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](mailto: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 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 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.**

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.

## 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.

*Last Updated: April 16, 2020*