

2020-2021 Levi's® Stadium Ticketback Terms

This ticket 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 specified event (the "Event") with no right of re-entry. **The person seeking entry pursuant to this license, and any accompanying minors ("Holder"), agrees that this ticket license is subject to these terms and conditions ("Terms") and by acceptance and/or use of this ticket for the Event, Holder is deemed to have read the Terms and agreed to be bound by them.** 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 Levi's Stadium, the San Francisco 49ers, and/or the NFL (individually or collectively, "Management") to pursue all legal remedies available. Admission may be refused or revoked, and Holder may be ejected in the sole discretion of Management.

ALL TICKET SALES ARE FINAL. NO REFUNDS OR EXCHANGES EXCEPT AS PROVIDED HEREIN. ANY REFUND OR CREDIT FOR TICKETS PURCHASED THROUGH THE 49ERS MEMBERSHIP PLAN SHALL BE PROVIDED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF SUCH PROGRAM. OTHERWISE, 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 of the ticket set by Management (the "Face Value"). 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 THE FACE VALUE FOR THIS TICKET.**

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 ticket holder to a refund or any other remedy if ticket holder cannot attend or for any other reason. Ticket holder may be relocated in the sole discretion of Management, and no such relocation shall entitle ticket holder to a refund or any other remedy if ticket holder is relocated to a seat of comparable face value.

Holder must comply with all Levi's Stadium security policies, including without limitation any security and fan conduct policies, health and safety policies and assessments, and any applicable bag policies. Holder and Holder's belongings may be searched or assessed prior to or upon entry into the stadium. **Prohibited items may be confiscated and/or Holder may be denied admission or have his or her admission revoked at any time at the sole discretion of Management.** Holder consents to such searches and assessments and waives all claims relating to them. If Holder does not consent to such searches and assessments, Holder acknowledges that Management has the right to deny admission or to eject Holder from the Event without refund. **Management reserves the right to deny admission to or eject any person who Management, its sole discretion, determines poses a risk to the health and safety of other attendees and/or whose conduct violates these Terms, any applicable code of conduct, or is otherwise disorderly (or complicit in such conduct) without refund.**

Holder agrees 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 (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 (the "Works") for any commercial or non-personal purpose; or (3) livestreams of any portion of the Event (the "Livestreams"). Notwithstanding the foregoing, Holder agrees that by causing this ticket to be scanned upon entry to Levi's Stadium, Holder 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. Holder also grants irrevocable permission to Levi's Stadium, the San Francisco 49ers, and/or the NFL and their respective sponsors, licensees, advertisers, broadcasters, designees, partners and agents to use, publish, distribute, edit, modify and/or alter Holder's 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.

ANY DISPUTE, CLAIM, OR CAUSE OF ACTION IN ANY WAY RELATED TO THIS TICKET OR THE EVENT SHALL BE RESOLVED BY MANDATORY, CONFIDENTIAL, FINAL, AND BINDING ARBITRATION IN SANTA CLARA COUNTY. HOLDER AND MANAGEMENT AGREE THAT ALL DISPUTES SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS AND WAIVE ANY RIGHT TO LITIGATE OR ARBITRATE ANY CLAIM AS A CLASS ACTION, REPRESENTATIVE ACTION, OR CLASS ARBITRATION. IF HOLDER DOES NOT CONSENT TO THIS CLAUSE, HOLDER MUST LEAVE OR NOT ENTER THE STADIUM. THIS CLAUSE IS GOVERNED BY THE FEDERAL ARBITRATION ACT.

HOLDER VOLUNTARILY ASSUMES ALL RISKS, HAZARDS AND DANGERS incident to the Event, including the risk of personal injury (including death), the risk of exposure to communicable diseases, viruses, bacteria or illnesses, or the causes thereof, 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 Levi's Stadium, the San Francisco 49ers, and/or the NFL. Use of this ticket in violation of any law is strictly prohibited and will result in seizure, revocation and/or forfeiture of this license without refund.