

## 2022 Levi's® Stadium Ticket Terms

Tickets to events at Levi's Stadium (the "Stadium") are revocable licenses that only grant 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 such license, and any accompanying minors ("Holder"), agrees that such license is subject to these terms ("Terms") and by purchase, acceptance and/or use of such license, Holder is deemed to have read the Terms and has agreed to be bound by them.** Failure to comply with the Terms shall result in forfeiture of the license and all rights arising under it without refund and entitle the National Football League ("NFL"), the San Francisco 49ers, and/or Stadium management (individually or collectively, "Management") to pursue all legal remedies available. Admission may be refused or revoked, and Holder may be ejected in Management's sole discretion.

**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 ticket cancellation, or the Event is canceled and not rescheduled for any reason, or for any breach of the Terms, is a refund of up to the face value of the ticket set by Management ("Face Value").** Management's liability for any breach of the Terms shall not exceed the Face Value. **IN NO EVENT SHALL HOLDER BE ENTITLED TO 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. ANY DISPUTE, CLAIM, OR CAUSE OF ACTION IN ANY WAY RELATED TO THE TICKET OR THE EVENT SHALL BE RESOLVED BY MANDATORY, CONFIDENTIAL, FINAL, AND BINDING ARBITRATION IN SANTA CLARA COUNTY, CA. HOLDER UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT ALL DISPUTES SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS. HOLDER UNDERSTANDS THAT THEY ARE WAIVING THEIR RIGHT TO A COURT OR JURY TRIAL AND 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.**

The Event date and time (and gate opening) are subject to change at Management's sole discretion, and no such change shall entitle Holder to a refund or other remedy if Holder cannot attend or for any other reason. Holder may be relocated in Management's sole discretion, and no such relocation shall entitle Holder to a refund or other remedy if Holder is relocated to a seat of comparable Face Value.

Holder must comply with all Event policies including without limitation policies addressing security and fan conduct, health and safety, and bags. Holder and Holder's belongings may be searched or assessed. **Prohibited items may be confiscated and Holder's admission may be denied or revoked at Management's sole discretion.** Holder consents to such searches and assessments and waives all related claims. If Holder does not consent, Holder acknowledges Management has the right to deny or revoke Holder's admission without refund. **Management reserves the right to deny or revoke the admission of any person who it determines, in its sole discretion, poses a risk to the health or safety of other attendees or whose conduct violates these Terms, any Event or Stadium policies, or is otherwise disorderly (or complicit therein) 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 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, Holder agrees that by causing their ticket to be scanned upon entry to the Event, Holder shall be deemed to have signed the ticket and granted Management an exclusive worldwide, irrevocable, perpetual, sub-licensable, royalty-free license to all rights associated with any Works, Livestreams, and Descriptive Data. Holder grants irrevocable permission to Management and their respective sponsors, licensees, advertisers, broadcasters, designees, partners and agents to use, publish, distribute and/or modify Holder's image, likeness, voice, actions and statements in any medium including, without limitation, audio, video, 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.

**HOLDER VOLUNTARILY ASSUMES 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. **NOVEL CORONAVIRUS SARS-COV-2 (TOGETHER WITH ANY VARIATION THEREOF, "COVID-19") IS AN EXTREMELY CONTAGIOUS DISEASE THAT CAN LEAD TO SEVERE ILLNESS AND DEATH. THE CDC ADVISES THAT SENIOR CITIZENS AND THOSE WITH UNDERLYING MEDICAL CONDITIONS ARE ESPECIALLY VULNERABLE. AN INHERENT RISK OF EXPOSURE TO COVID-19 EXISTS IN ANY PLACE WHERE PEOPLE ARE PRESENT. BY ENTERING THE STADIUM AND STADIUM GROUNDS, HOLDER VOLUNTARILY ASSUMES 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, advertising, promotions, contests, sweepstakes, giveaways, gambling or gaming, without the express written consent of Management. 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 Holder and Holder's Related Persons, Holder releases and covenants not to sue each of the Released Parties with respect to any and all claims that Holder or any of Holder's 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 Holder's (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 Holder's heirs, assigns, executors, administrators, next of kin, anyone attending the Event with Holder (which persons Holder represents have authorized Holder to act on their behalf for purposes of the release herein), and other persons acting or purporting to act on Holder's or their behalf.
- "Released Parties" means: (i) Forty Niners Football Company LLC, Forty Niners Stadium Management Company LLC, 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) Santa Clara Stadium Authority, the City of Santa Clara and the direct and indirect owners, lessees and sublessees of Levi's 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.

#### **Fan Health Promise**

Holder agrees, on behalf of themselves and on behalf of any other person for whom they are obtaining this ticket, that they will not attend the Event if, under the CDC's guidelines in effect at the time of the Event, it is recommended that, as of the date of the Event, they stay at home, quarantine and/or isolate (e.g., as a result of your testing positive, developing symptoms, or having a direct exposure to someone who has tested positive for COVID-19). For reference, the CDC's current recommendations are available here: <https://www.cdc.gov/coronavirus/2019-ncov/your-health/quarantine-isolation.html>.

#### **Severability Clause**

If any provision of this revocable 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.

**NOTE:** All single games ticket sales for the 2022 NFL Season shall be subject to relocation in the event a Levi's Stadium SBL is purchased for the selected seat location prior to June 1, 2022. In such event, the Levi's Stadium box office will contact the purchaser to provide relocation options or to provide a refund of the purchase price.