



MEMBERSHIP FORM

50 Bay St. | Toronto, ON | M5J 2L2 | www.marlies.ca

Toronto Marlies Season Ticket Membership

The Toronto Marlies (the “**Team**”) are proud to offer the following Team season ticket membership for the upcoming American Hockey League (“**AHL**”) season (the “**Season**”). By clicking “Agree” you are enrolling in a Team season ticket membership (“**Membership**”) and are agreeing to the following terms and conditions (the “**Terms and Conditions**”):

A. MEMBERSHIP TERMS.

Membership includes the following:

| Description | Charges |
|---|---|
| Scheduled Regular Season Team Home Games First three (3) rounds of AHL Playoff Team Home Games | Included in Membership base cost. |
| Additional Team Home Games <ul style="list-style-type: none">Member shall have the right, if applicable, to opt-in to AHL Playoff Conference Finals and Calder Cup Finals Team Home Games (the “Additional Playoff Games”) at prices and payment terms which will be communicated in advance to the Member. Members will be sent an invoice, which will state that date by which the Member must opt-in, for the Additional Playoff Games.Membership automatically includes priority access to any additional home team games not played at the Arenas. Members will be given the opportunity to purchase tickets to such additional Team home games at Membership loyalty prices. | Additional to Membership base cost. Additional charges will vary dependant on the number and type of additional games. |
| Additional Features and Benefits <ul style="list-style-type: none">Members also enjoy the following benefits:<ol style="list-style-type: none">Eleven (11) monthly paymentsAutomatic renewal at the lowest package priceAccess to season ticket member appreciation eventsAccess to VIP member entranceTeam merchandise discounts | Included in Membership base cost. |
| Additional Member Option <ul style="list-style-type: none">Arena parking package | Additional to Membership base cost. See Member Portal for details. Arena parking is subject to Arena parking terms and conditions as posted at the Arena. |

B. GENERAL TERMS AND CONDITIONS.

1. For the purposes of these Terms and Conditions, "**Member**" means the individual or entity entered on the records of MLSE as being the account holder in respect of the purchase of a package of tickets to Team home games (the "**Tickets**") played at the arena currently known as Coca-Cola Coliseum and the arena currently known as the Scotiabank Arena (each an "**Arena**" and collectively the "**Arenas**"). By clicking "Agree", tendering payment to MLSE, or accepting a Ticket, the Member signifies their acceptance of these Terms and Conditions and its agreement to be bound thereby.
2. The Member acknowledges and agrees that notwithstanding anything to the contrary in these Terms and Conditions, the opportunity to renew this Membership is a personal privilege granted by MLSE which may be withdrawn by MLSE at any time and that neither party has the right or obligation to renew a Season seat membership.
3. These Terms and Conditions supplement the ticket back terms and conditions that are either printed on the reverse side of each physical Ticket or made available digitally for mobile Tickets (the "**Ticket Back Terms**") which also apply to the Member and each individual using any of the Member's Tickets from time to time. The current version of the Ticket Back Terms is attached as Schedule A hereto. If any of these Terms and Conditions conflict with the Ticket Back Terms, these Terms and Conditions shall prevail to the extent of the conflict. The Member acknowledges that the Ticket Back Terms are subject to changes from time to time.
4. Without limiting the generality of the foregoing, the Member acknowledges that each Ticket is a limited, revocable license to attend the game described on the Ticket face. As a revocable license, each Ticket may be revoked at any time (including before or after MLSE delivers the Ticket) for any reason (including, without limitation, Preemption (as defined below)) by MLSE, and, upon such revocation, MLSE shall refund the holder of the Tickets in the amount of the stated face value of the unused Tickets, less the portion of any discount allocable to such Tickets as a result of the Tickets having been purchased as part of a Member Ticket package. MLSE shall have no liability in connection with the revocation of a Ticket other than the aforementioned refund. MLSE's right to revoke described in this Section is in addition to any other right of MLSE to terminate set forth in these Terms and Conditions or otherwise. Use of the Tickets and attendance at any game are also governed by (i) the Arena policies, including security, alcohol and appropriate conduct policies (including the Code of Conduct attached hereto as Schedule B hereto) (the "**Arena Policies**") and (ii) applicable law, including without limitation laws governing consumer protection and the purchase and sale of tickets.
5. The Member acknowledges that their Tickets may be subject to certain disclaimers set out in Schedule C hereto. The Member's Ticket invoice shall reference by number the disclaimer(s) that apply to their Tickets.
6. The Member acknowledges and agrees that the Tickets being purchased hereunder are solely for regular season Team games and, if applicable, first three (3) rounds of Team AHL playoffs games played at the Arenas, and for the avoidance of doubt, shall not include tickets, to any other event or game, including, but not limited to, any Additional Playoff Game, neutral site game, outdoor game, or other AHL event (each a "**League Special Event**") held in the Team's market or hosted by the AHL at an Arena or otherwise in which the Team participates. Notwithstanding the foregoing: (i) MLSE will make reasonable efforts to secure for the Member an opportunity to purchase an equivalent number of tickets for any Team home game that is relocated to an alternate venue for the purposes of playing a League Special Event; and (ii) Member shall have the right to opt-in to Additional Playoff Games at the price(s) and payment terms to be communicated in advance to the Member (Members will be sent an invoice for the Additional Playoff Games, which shall include the opt-in timeframe to complete the purchase of their seats for the Additional Playoff Games). In the event the Member declines to purchase Additional Playoff Game tickets, MLSE may sell such playoff tickets, or otherwise utilize the seats for such Additional Playoff Games, as it sees fit.
7. The Member acknowledges and agrees that the Team and/or AHL may cancel, postpone, reschedule or relocate games included in the Member's Ticket package for any reason, as determined in its/their sole discretion, as well as to modify or discontinue, temporarily or permanently, any aspect of the rules, operations and presentations of AHL games and events ("**Preemption**").
8. Any Team game or event, for which Tickets have been sold to the Member, that is not played or presented in an Arena for any reason, including, but not limited to, Preemption, shall in no way be deemed, argued or construed to be a breach by MLSE of any terms, conditions, agreement or any other duties or obligations in connection with the sale and use of these Tickets. In such event, the Member shall have their Membership account credited with an amount representing the amount of the stated face value of the Tickets for such game(s), less the portion of any discount allocable to such Tickets as a result of the Tickets having been purchased as part of a Member Ticket

package. Unless other arrangements are agreed between MLSE and the Member, the credited funds shall, where applicable, be held by MLSE and applied, at the direction of the Member, to the Member's purchase of playoff Tickets (if applicable) in the season in which the cancelled game(s) occurred and/or to the Member's renewal of a regular season Ticket package in the subsequently played season. If the Member elects not to purchase playoff Tickets and does not renew its Ticket package for the subsequent season, the amount of the credit will be refunded following the Ticket renewal deadline or applied to the purchase of other MLSE ticket products, if requested. No interest or rebate will accrue on the amount of the credit at any time, unless MLSE determines otherwise in its sole discretion. The Member hereby waives and releases any and all claims it may have against MLSE and/or the AHL with respect to such game(s) not played at an Arena.

9. MLSE reserves the right to relocate the seats in the Member's Ticket package occasionally during the regular season and at any time during the playoffs due to broadcast, AHL and/or Arena security or health and safety requirements. If such a relocation is required, MLSE will make every effort to relocate the Member (or the individual using any of the Member's Tickets) to seats in a substantially similar or better location within the Arena.
10. The Member's Ticket rights and such other privileges as may be extended by MLSE from time to time (the "**Membership Privileges**") remain subject at all times to the compliance of the Member: (i) with these Terms and Conditions; (ii) with Arena Policies; (iii) with applicable laws; and (iv) and each individual using any of the Member's Tickets from time to time, with the Ticket Back Terms. MLSE reserves the right, in its sole discretion, to terminate the Membership (including Member's Ticket rights and Membership Privileges), to temporarily suspend the Member's Ticket rights or Membership Privileges, to withdraw or restrict access to Membership Privileges, to refuse to sell additional Ticket package(s) to the Member, or to not offer to renew the Membership, if: (a) MLSE (acting reasonably) determines that there has been a breach of these Terms and Conditions on the part of the Member or a breach of the Ticket Back Terms on the part of the Member or any individual using any of the Member's Tickets; (b) Member becomes insolvent, bankrupt or is otherwise unable to pay its debts when due; (c) a receiver, trustee or officer of similar authority is appointed for all or party of Member's affairs in relation to the Member's insolvency; or (d) Member is wound up. If MLSE terminates the Membership, MLSE will be entitled (unless MLSE, in its sole discretion, notifies the Member otherwise) to retain all payments made by the Member (or any individual or entity who has paid for Tickets on behalf of the Member) to the date of such termination. Furthermore, if there is a balance outstanding in respect of the Member's membership account at the time of such termination, then the Member shall pay MLSE (upon MLSE's demand) the amount of such balance or such portion thereof as MLSE is unable to recover using commercially reasonable efforts to re-sell the Tickets for the remainder of the season following such termination.
11. The Member, both for the Member and for any Ticket user, grants permission to MLSE, the participating AHL clubs and the AHL, to utilize the Member or Ticket user's image or likeness incidental to any live or recorded video display or other transmission or reproduction in whole or in part of the event to which the Member or Ticket user is admitted, and further authorizes the use of the Member or Ticket user's image or likeness in connection with the promotion of the Team, the AHL and/or the sport of hockey.
12. The Member and each Ticket user is admitted to Team games on the condition that the Member agrees that the Member or Ticket user will not record or transmit or aid in recording or transmitting any description, account, picture or reproduction of the event to which the Member or Ticket user is admitted.
13. From time to time, MLSE may amend these Terms and Conditions upon notice to the Member ("**Amendments**"). MLSE will maintain an updated copy of these Terms and Conditions at www.marlies.ca. If Amendments are to take effect upon commencement of a subsequent Season, Members will be notified of any such Amendments prior to the renewal date for the Membership. If Amendments are to take effect during the current Season and, in the discretion of MLSE, are reasonably necessary to address safety, security or emergency situations, Members will be informed of any such Amendments upon the Amendments taking effect. In such case, the Member will not be entitled to any refund of any payments made prior to the Amendments if the Member subsequently chooses to cancel the Membership as a result of the Amendments. If Amendments are to take effect during the current Season and materially reduce or restrict any benefits to Members or impose any additional material obligations, as determined by MLSE, and are not implemented by MLSE to address safety, security or emergency situations, Members will be informed of any such Amendments thirty (30) days prior to the Amendments taking effect (the "**30 Day Notice Period**"). In this instance, Members will be entitled to cancel their Memberships by providing written notice to MLSE during the 30 Day Notice Period, in which case such a Member will be entitled to reasonable compensation corresponding to the proportionate loss of any Membership benefits for the remainder of the Season, as determined in MLSE's sole discretion.
14. MLSE reserves the right to: (i) modify Membership pricing for future Seasons; and (ii) terminate a Membership without cause on providing Member with 30 days advance notice.

15. THE MEMBER, BOTH FOR THE MEMBER AND FOR EACH TICKET USER, (i) VOLUNTARILY ASSUMES ALL RISKS AND DANGERS arising from or related in any way to attendance at the event in respect of which a Ticket has been issued, whether occurring prior to, during or after such an event, including but not limited to the risk of lost, stolen or damaged property and the risk of personal injury or death, including all risk of injury or death resulting from the negligence or misconduct of other spectators, and (ii) AGREES THAT MLSE, THE AHL, THE CITY OF TORONTO, THE BOARD OF GOVERNORS OF EXHIBITION PLACE, THEIR RESPECTIVE PARENT COMPANIES, AFFILIATES, SUBSIDIARIES AND RELATED ENTITIES, AND EACH OF SUCH ENTITIES' RESPECTIVE EMPLOYEES, VOLUNTEERS, PLAYERS, OFFICERS, DIRECTORS, PARTNERS, OWNERS, SPONSORS, CONTRACTORS AND OTHER AGENTS (THE "**MARLIES PARTIES**"), SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE OR INJURY SUFFERED BY THE MEMBER OR A TICKET USER ARISING FROM OR RELATED IN ANY WAY TO ATTENDANCE AT THE EVENT IN RESPECT OF WHICH A TICKET HAS BEEN ISSUED, WHETHER OCCURRING PRIOR TO, DURING OR AFTER SUCH AN EVENT AND EXPRESSLY RELEASES THE MARLIES PARTIES FROM THE SAME.
16. MLSE reserves the right, in its sole discretion, to extend optional Member promotional offers ("**Promotional Offers**"). Promotional Offers will be communicated to the applicable Member at least thirty (30) days in advance of the Season(s) (as defined below) to which such Promotional Offer(s) apply. Promotional Offers may be subject to such additional terms and conditions as communicated by MLSE. In the event of a conflict between the terms of the Promotional Offer and these Terms and Conditions, the terms of the Promotional Offer shall govern.
17. If the Member or any Ticket user is ejected for any reason from a game or event in respect of which a ticket has been issued to the Member or otherwise acquired, MLSE reserve the right, in MLSE's sole discretion, to revoke the Membership related to such ticket.
18. MLSE's acceptance of payment for a Membership from any individual or entity who is not the account holder for such Membership does not grant any rights to such Membership to such individual or entity. Any rights or privileges associated with a Membership belong only to the account holder of record as entered on MLSE's records. MLSE reserve the right to require that any transaction pertaining to a Membership held in a corporate name be supported by appropriate corporate resolutions or other documents.
19. **COVID-19**
 - a. **Acknowledgments of COVID-19 and Other Risks.** The Member acknowledges that (a) the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation, or variation thereof, "**COVID-19**") is an extremely contagious disease that can lead to severe illness and death, and there is an inherent danger and risk of exposure to COVID-19 in any place where people are present; (b) no precautions, including the protocols that will be implemented from time to time by MLSE and/or third parties (including, but not limited to, Federal, Provincial and municipal governmental agencies) (collectively, the "**Arena Protocols**"), can eliminate the risk of exposure to COVID-19; (c) while people of all ages and health conditions can be and have been adversely affected by COVID-19, according to public health authorities (i) people with certain underlying medical conditions are or may be especially vulnerable, including, but not limited to, people with chronic kidney disease, chronic obstructive pulmonary disease, moderate to severe asthma, liver disease, compromised immune systems (including as a result of organ transplant), obesity, serious heart conditions, sickle cell disease, and type 2 diabetes, and (ii) the risk of severe illness from the contraction of COVID-19 increases steadily with age, and contracting COVID-19 can result in the further transmission of COVID-19 to my spouse, partner, family members, and other contacts; and (d) exposure to COVID-19 can result in being subject to quarantine requirements, illness, disability, other short-term and long-term health effects, and/or death, regardless of age or health condition. THE MEMBER FULLY UNDERSTANDS AND KNOWINGLY AND VOLUNTARILY ASSUME ALL RISKS RELATED TO THEIR ENTRY INTO, AND PRESENCE IN, THE ARENA, WHICH MAY INCLUDE AN INCREASED RISK OF EXPOSURE TO ILLNESS (INCLUDING, WITHOUT LIMITATION, COVID-19), PERSONAL INJURY, DISABILITY, OTHER SHORT-TERM OR LONG-TERM HEALTH EFFECTS, AND/OR DEATH, WHICH MIGHT RESULT FROM THE ACTIONS, INACTIONS, OR NEGLIGENCE OF MYSELF, OF MLSE, OR OTHER THIRD PARTIES. MEMBER ACCEPTS PERSONAL RESPONSIBILITY FOR ANY AND ALL DAMAGES, LIABILITY, AND OTHER LOSSES THAT THEY OR ANY OF THEIR HEIRS, ASSIGNS, EXECUTORS, ADMINISTRATORS, NEXT OF KIN, AND OTHER PERSONS ACTING OR PURPORTING TO ACT ON THE MEMBER'S BEHALF ("**RELATED PERSONS**") MAY INCUR IN CONNECTION WITH THE FOREGOING RISKS.
 - b. **Release, Waiver of Liability, and Covenant Not to Sue.** (A) ON BEHALF OF THE MEMBER AND EACH OF THEIR RELATED PERSONS, MEMBER HEREBY KNOWINGLY, VOLUNTARILY, IRREVOCABLY, AND FOREVER RELEASES, WAIVES, AND DISCHARGES (AND COVENANTS NOT TO SUE), ANY OF

THE MARLIES PARTIES FROM (OR WITH RESPECT TO) ANY AND ALL CLAIMS, SUITS, CAUSES OF ACTION, AND CLAIMS FOR DAMAGES, WHETHER PAST, PRESENT, OR FUTURE, AND WHETHER KNOWN OR UNKNOWN, INCLUDING, BUT NOT LIMITED TO, CLAIMS ARISING OUT OF OR IN CONNECTION WITH MEMBER'S DEATH, PERSONAL INJURY, ILLNESS, DISABILITY, SUFFERING OF SHORT-TERM OR LONG-TERM HEALTH EFFECTS, OR LOSS OF OR DAMAGE TO PROPERTY, WHICH MEMBER OR ANY OF THEIR RELATED PERSONS MAY HAVE OR HEREAFTER ACCRUE AGAINST MLSE AS A RESULT OF OR THAT RELATE IN ANY WAY TO (I) MEMBER'S EXPOSURE TO COVID-19; (II) MEMBERS TRAVEL TO AND FROM, ENTRY INTO, OR PRESENCE WITHIN, THE ARENA OR COMPLIANCE WITH THE ARENA PROTOCOLS OR ANY OTHER POLICIES OR PROTOCOLS APPLICABLE TO THE ARENA; (III) ANY INTERACTION BETWEEN MEMBER AND ANY PERSONNEL OF ANY OF THE MARLIES PARTIES PRESENT AT THE ARENA (INCLUDING, WITHOUT LIMITATION, ANY USHERS, TICKET-TAKERS, EVENT SECURITY, HEALTH AND SAFETY PERSONNEL, OR CLEANING, CONCESSIONS, OR PARKING PERSONNEL); OR (IV) ANY OF THE RISKS IDENTIFIED ABOVE IN SUBSECTION 19.A, IN EACH CASE WHETHER CAUSED BY ANY ACTION, INACTION, OR NEGLIGENCE OF ANY MARLIES PARTY OR OTHERWISE.

- c. Member acknowledges that due to Federal, Provincial or municipal rules, MLSE may be restricted or prohibited from having fans in attendance at Team home games ("**Fan Restrictions**"). The Member further acknowledges that in the event that MLSE is subject to Fan Restrictions, that MLSE may in its sole discretion determine seating allocations within the Arena for Team home games at the Arena, which may include but not be limited to the having third parties seated in the Member's season seat(s) and/or assigning seat(s) to the Member which are different than their Membership season seat(s).

C. TERMS AND CONDITIONS REGARDING AUTOMATIC PAYMENT PLANS.

By selecting a Membership, the Member agrees to select a payment plan option from the payment plan options made available by MLSE with respect to each Season and further agrees that subject to availability, the selected payment plan will, absent notice to or from MLSE, recur annually and is subject to the following payment terms:

1. **Payment Authorization.** Member understands that by selecting a Membership, MLSE is given authorization to bill Member for its Tickets in accordance with the payment plan that the Member selects. For all Member Tickets payments, this payment authorization shall remain in effect for so long as Member's Membership account remains in good standing with MLSE. Member hereby represents and warrants that it has the authority to approve charges in accordance with the listed payment information for the purpose of paying for the Tickets. Member understands and agrees that MLSE is not liable in any way for erroneous billing statements or incorrect charges, and that in the event of such a billing error, MLSE's only responsibility is to correct it if and when MLSE receives notice of the error. All deposits and/or payments made are non-refundable. Member understands that they are solely responsible for ensuring that Member payment information is current and to notify MLSE of any deficiencies such that they may be remedied, and that Member's failure to do so within the specified timeframe may result in a suspension or loss of Tickets and/or Membership Privileges. MLSE reserves the right to charge a processing fee of CAD\$50.00 in the event a payment is refused for any reason. All payments are due on the dates specified regardless of game cancellations or rescheduling. Refunds will be addressed in accordance with the applicable policy in effect at that time for the applicable game or event.
2. **Payment Plan Options.** Subject to Section C.6. below, Member will, unless otherwise communicated by MLSE, have the option of three payment plans:
 - a. *Annual Plan:* This plan allows the Member to pay 100% of the cost of their Tickets on or before the First Payment Date, as set out in the Notice (defined below) for the following Season. This payment may be made using Visa, MasterCard, or American Express (each a "**Credit Card**"), cheque or electronic funds transfer.
 - b. *Semi-Annual Plan:* This plan allows Member to pay 50% of the cost of their Tickets for the following Season on the First Payment Date, and to pay the remaining balance on a second payment date as specified at the time of purchase. These payments may be made using a Credit Card, cheque, Visa debit, Mastercard debit or electronic funds transfer.
 - c. *Monthly Payment Plan:* This plan allows Member to pay for the cost of their Tickets for the following Season by making monthly payments (the number of monthly payments and the amount of each payment will be communicated annually in the Notice (defined below)) commencing on the First Payment Date, with the following payments being due on dates referenced in the relevant Notice. These monthly payments may be made by Credit Card only.

Notwithstanding the foregoing, MLSE reserves the right to make modifications to the payment plan options (e.g. modify the payment dates, modify the number of payments, etc.) as may be required to align with scheduling

changes to a Season. In such event, MLSE shall notify the Member of any such changes and the Member shall have thirty (30) days to select a payment plan from those made available by MLSE for the affected Season.

A Member must select one of the available payment plans.

3. **Failure to Make Payments.** If a Member enrolled in the Annual Plan or Semi-Annual Plan misses a payment, and the payment remains outstanding for ten (10) or more business days, MLSE may suspend or terminate the Member's account. If a Member enrolled in the Monthly Payment Plan fails to make a scheduled payment two (2) times in a Season, MLSE may suspend or terminate the Member's account. If a Member on an MLSE approved alternate payment plan misses a scheduled payment, and the payment remains outstanding for ten (10) business days, MLSE may suspend or terminate the Member's account. If the Member account is terminated, MLSE reserves the right to resell Tickets for future games. In the event that MLSE terminates the Member's account, MLSE will provide written notice to the Member. If a Member's Credit Card on file is declined for a given payment for any reason, MLSE will re-run the Credit Card 24 hours later, and again 48 hours after the payment was initially declined. MLSE will make all reasonable attempts by email and/or telephone to request that the payment information be updated. If after five (5) business days, a payment has not been made, the barcodes for the Member's Tickets shall be suspended for all future games. Please note, no refund will be issued for any games missed during this suspension.
4. **Automatic Payment Program.** In connection with Member's purchase of the Tickets for the upcoming Season, Member is subject to an automatic payment program (the "**Payment Program**"). Through the Payment Program, so long as Member's account remains in good standing with MLSE, unless otherwise communicated by MLSE, Member will have its Tickets automatically renewed for the upcoming Season on the relevant First Payment Date, until such time as (a) Member chooses to cancel its Membership, or (b) MLSE gives notice of termination or non-renewal of the Member's Membership.
5. **Membership Deposit.** MLSE may, in its sole discretion, require in advance of a Season the payment by the Member of a membership deposit ("**Deposit**"). If so required, MLSE will provide the Member with at least thirty (30) days advanced notice of (i) the Deposit amount, (ii) the date on which the Deposit payment is required, and (iii) any additional relevant Deposit information. The Deposit is to be made by the Member and will not be completed automatically by MLSE. MLSE will make reasonable attempts by email and/or telephone the Member to request that the Member complete payment of the Deposit on time. Failure to pay the Deposit by the Deposit due date, may result in the termination or suspension of the Member's account. In the event that MLSE terminates or suspends the Member's account, MLSE will provide written notice to the Member. Following payment of the Deposit, MLSE shall provide the Member with at least thirty (30) days advance notice of the amount and payment dates for the balance of the Member's ticket package. The remaining balance of the Member's ticket package will, unless otherwise communicated by MLSE, be processed automatically in accordance with the Member's selected payment plan. To ensure that the balance of the Member's ticket package can be properly processed, a Member may be required by MLSE to select a preferred method of payment and/or payment plan.
6. **Notice.** MLSE may provide each Member with notice at least thirty (30) days in advance of each upcoming Membership renewal date ("**Notice**"). The Notice shall include: (i) the relevant renewal date (the "**First Payment Date**"); (ii) new Tickets pricing; (iii) any material changes to these Terms and Conditions; and (iv) method for Member to indicate its desire not to renew its Membership.
7. **Change Payment Plan Option.** If Member wishes to select a different payment plan for a subsequent Season, Member may do so by informing MLSE Membership Team prior to First Payment Date of such subsequent Season; provided that no change in a payment plan will be effective until it is confirmed in writing by MLSE.
8. **Cancel.** Members may cancel their Membership at any time during a Season for any reason with 30 days' notice by completing the web-form found on <https://marlies.ca/cancellation/>. Members who cancel their Membership will not receive any refunds for any installment payments made prior to the effective date of cancellation (being 30 days from the date of correct completion and submission of the web-form) and will have all membership benefits suspended as of the effective date of cancellation.

Members who purchase a Membership expressly authorize the initial and continued payment in accordance with their selected payment plan for the current Season and for each subsequent Season, until such time as they choose to change their then current payment plan, not renew their Membership, or their Membership is terminated or not renewed by MLSE.

D. MOBILE TICKETING

All Tickets will be issued in the form of “mobile tickets” which can be displayed on a mobile device using (i) the Marlies app, (ii) Marlies Account Manager, or (iii) a mobile device Apple/Android wallet. No paper tickets will be issued expect on an exception basis as determined by MLSE.

E. MEMBERSHIP TICKET EXCHANGE PROGRAM

Tickets must be fully paid prior to being able to exchange Tickets. All ticket exchanges must be completed at least 48 hours before the start of any game for which the tickets are being exchanged. Ticket exchanges are limited to a maximum of 10 games per account per Season. Ticket exchanges are subject to availability solely within your specific price point. A maximum of 8 tickets can be exchanged into one game in order to maintain Membership status. Once an exchange is completed the original set of tickets will no longer be valid.

Schedule A

THIS TICKET ("**TICKET**") IS A REVOCABLE LICENSE. BY PURCHASING AND/OR USING TICKETS TO AN AHL GAME, HOLDER OF THIS TICKET AGREES THAT (1) USE OF SUCH TICKETS AND ADMISSION TO THE ARENA, STADIUM, OR VENUE ("**VENUE**") IDENTIFIED IN THE TICKET IS CONDITIONED UPON HOLDER'S AGREEMENT TO THE TERMS AND CONDITIONS SET FORTH BELOW, AND (2) HOLDER WILL INFORM ANY GUESTS, COMPANIONS, OR OTHER PERSONS WHO WILL BE USING TICKETS PURCHASED BY OR RECEIVED FROM HOLDER THAT AS TICKET HOLDERS THEMSELVES, THEIR OWN USE OF SUCH TICKETS AND ADMISSION TO THE VENUE ARE ALSO CONDITIONED UPON THEIR AGREEMENT TO THE TERMS AND CONDITIONS BELOW.

TO THE EXTENT ENFORCEABLE IN THE PROVINCE OF ONTARIO, HOLDER, MAPLE LEAF SPORTS & ENTERTAINMENT PARTNERSHIP ("**MLSE**"), VENUE, AND AHL AGREE THAT ALL DISPUTES ARISING FROM THESE TERMS AND CONDITIONS SHALL BE LITIGATED IN COURT OR ARBITRATED ON AN INDIVIDUAL BASIS AND WAIVE ANY RIGHT TO LITIGATE IN COURT OR ARBITRATE ANY CLAIM AS A CLASS ACTION, REPRESENTATIVE ACTION, OR CLASS ARBITRATION; AND IF THE HOLDER DOES NOT CONSENT TO THIS CLAUSE, THE HOLDER MUST IMMEDIATELY LEAVE OR NOT ENTER THE VENUE.

SAFETY WARNING AND RELEASE/COMPLIANCE WITH AHL POLICIES

WARNING! DESPITE ENHANCED SPECTATOR SHIELDING MEASURES, PUCKS STILL MAY FLY INTO THE SPECTATOR AREA. SERIOUS INJURY CAN OCCUR. STAY ALERT AT ALL TIMES INCLUDING DURING WARMUP AND AFTER PLAY STOPS. IF STRUCK, IMMEDIATELY ASK USHER FOR DIRECTIONS TO MEDICAL STATION. HOLDER, ON BEHALF OF HOLDER AND ANY PERSON ACCOMPANYING HOLDER, INCLUDING MINOR(S), VOLUNTARILY ASSUMES ALL RISKS OF PROPERTY LOSS AND PERSONAL INJURY, ILLNESS AND ALL OTHER HAZARDS RELATED TO THE GAME AND ATTENDING THE VENUE FOR WHICH A TICKET IS ISSUED, WHETHER OCCURRING PRIOR TO, DURING OR AFTER THE GAME, INCLUDING SPECIFICALLY BUT NOT EXCLUSIVELY, THE DANGER OF INJURY BY HOCKEY PUCKS, STICKS AND OTHER EQUIPMENT, BY SPECTATORS OR PLAYERS, OR BY THROWN OBJECTS, AS WELL AS EFFECTS RELATED TO THE NOVEL CORONAVIRUS, COVID-19, WHICH HAS BEEN DECLARED A WORLDWIDE PANDEMIC BY THE WORLD HEALTH ORGANIZATION, IS EXTREMELY CONTAGIOUS, AND IS BELIEVED TO BE SPREAD MAINLY FROM PERSON-TO-PERSON CONTACT, AND AGREES THAT MLSE, MAPLE LEAF SPORTS & ENTERTAINMENT LTD., THE AMERICAN HOCKEY LEAGUE, THE CITY OF TORONTO, THE VENUE, THE AHL MEMBER CLUBS, THE PROFESSIONAL HOCKEY PLAYERS' ASSOCIATION (INCLUDING CURRENT AND FORMER PLAYERS) AND EACH OF THEIR RESPECTIVE AFFILIATES, PARENTS, SUBSIDIARIES, AGENCIES, DEPARTMENTS, SUBDIVISIONS, RELATED ENTITIES, OWNERS, GOVERNORS, TRUSTEES, OFFICERS, DIRECTORS, PARTNERS, SHAREHOLDERS, MEMBERS, PRINCIPALS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE "**AHL PARTIES**") ARE EXPRESSLY RELEASED FROM ANY AND ALL CLAIMS ARISING FROM OR RELATING TO SUCH CAUSES OR OTHERWISE OCCURRING AT OR IN CONNECTION WITH THE GAME, INCLUDING SPECIFICALLY BUT NOT EXCLUSIVELY CLAIMS ARISING FROM OR RELATING TO THE NEGLIGENCE OF THE AHL PARTIES.

HOLDER SHALL REVIEW CAREFULLY, AND ABIDE BY, THE POLICIES OF VENUE AND THE AHL, INCLUDING WITHOUT LIMITATION THE AHL FAN CODE OF CONDUCT AND ANY VENUE POLICIES, PROTOCOLS, OR PROCEDURES. MLSE MAY REQUIRE COMPLIANCE WITH OR VERIFICATION OF PRIOR TO OR AS A CONDITION OF ADMISSION TO THE VENUE, INCLUDING THOSE INTENDED TO PREVENT AND/OR CONTROL THE SPREAD OF COVID-19 THROUGH PERSONAL PRECAUTIONS, SOCIAL DISTANCING MEASURES, AND/OR CONTACT TRACING ("**APPLICABLE POLICIES**"). MLSE RESERVES THE RIGHT TO REFUSE ADMISSION OR EJECT ANY PERSON THAT FAILS TO ABIDE BY ANY APPLICABLE POLICIES. MLSE AND THE AHL RESERVE THE RIGHT TO MODIFY ANY APPLICABLE POLICIES WITHOUT NOTICE. IN THE EVENT ANY PROVISION OF THIS TICKET SHALL BE DEEMED TO BE INVALID, ILLEGAL, OR UNENFORCEABLE BY A COURT OF LAW OR AUTHORIZED ARBITRATOR, THE VALIDITY, LEGALITY, AND ENFORCEABILITY OF THE REMAINING PROVISIONS SHALL NOT IN ANY WAY BE AFFECTED OR IMPAIRED THEREBY.

NAME/LIKENESS RELEASE

BY USING THE TICKET(S) AND ATTENDING THE GAME, HOLDER, ON BEHALF OF HOLDER AND ANY PERSON ACCOMPANYING HOLDER, INCLUDING MINOR(S), GRANTS THE AHL PARTIES PERMISSION TO RECORD HIS/HER IMAGE, NAME, VOICE, LIKENESS, ACTIONS AND/OR STATEMENTS IN ANY IMAGE, FOOTAGE, OR DISPLAY, WHETHER LIVE OR RECORDED, WHICH MAY BE TAKEN AT THE GAME OR AT THE VENUE, AND TO THE USE OF SAME BY THE AHL PARTIES AT ANY TIME, FOR ANY PURPOSE (INCLUDING ADVERTISING OR PROMOTIONAL PURPOSES), AND IN ANY MEDIA NOW KNOWN OR SUBSEQUENTLY DEVELOPED WITHOUT

ADDITIONAL COMPENSATION. THE AHL PARTIES RESERVE THE RIGHT TO MODIFY ANY APPLICABLE POLICIES, INCLUDING THIS RELEASE, WITHOUT NOTICE.

UNAUTHORIZED COMMERCIAL USE OF TICKET / UNAUTHORIZED TRANSMISSION.

GAME TICKETS MAY NOT BE USED FOR ADVERTISING, PROMOTION (INCLUDING CONTESTS AND SWEEPSTAKES) OR OTHER COMMERCIAL PURPOSES WITHOUT PRIOR WRITTEN CONSENT OF MLSE AND/OR THE AHL. ANY NON-EDITORIAL OR COMMERCIAL USE OF ANY MLSE, AHL OR AHL CLUB MARK IS PROHIBITED WITHOUT PRIOR WRITTEN APPROVAL OF MLSE AND/OR THE AHL AS APPLICABLE. ANY UNAUTHORIZED TRANSMISSION, PICTURE OR OTHER DEPICTION OR DESCRIPTION OF ANY GAME ACTION, GAME INFORMATION OR OTHER VENUE ACTIVITY IS PROHIBITED WITHOUT PRIOR WRITTEN APPROVAL OF THE AHL.

Schedule B

CODE OF CONDUCT

Maple Leaf Sports & Entertainment Partnership (“**MLSE**”) is committed to providing a safe, comfortable and enjoyable experience for our fans and guests at the arenas currently known as the Scotiabank Arena and Coca-Cola Coliseum (the “**Venues**”), and MLSE is committed to providing courteous and professional service. Everyone should expect and help to promote an environment where people are treated in a courteous, professional, considerate and respectful manner by all fans, arena staff, team and event personnel, performers, players and other guests. Accordingly, MLSE will not tolerate unsafe, abusive, unlawful or offensive conduct in our Venues. This conduct includes, without limitation:

- Smoking (including e-cigarettes or vapourizers) except in specifically designated areas;
- Violence, fighting, threatening, taunting, physical or verbal harassment;
- Making abusive, sexist, racist, offensive or obscene remarks or gestures;
- Disruptive, harmful or disorderly behaviour;
- Sitting in a location other than the seat identified on the guest’s ticket;
- Any disruption of the game or event by a guest’s actions;
- Throwing objects of any kind or entering the playing surface or performance area;
- Intoxication or any signs of impairment related to alcohol or drug consumption;
- Possession of alcohol by a minor or providing alcohol to a minor;
- Possession of alcohol not purchased inside the Venue;
- Engaging in any commercial activity not authorized by MLSE or the Venue owner;
- Failure to comply with requests from staff, including those related to Venue policies, operations or emergency response procedures; or
- Any act which, in the opinion of MLSE, presents a risk to the safety of fans or staff.

Failure to abide by this Code of Conduct is subject to sanctions at the discretion of MLSE, which may include ejection, suspension of entry privileges, arrest, and banishment from any or all MLSE facilities.

Season ticket members and suite holders are reminded that they are responsible for the behaviour of anyone using their tickets and that failure to abide by this Code of Conduct by suite holders, Toronto Maple Leafs, Toronto Raptors, or Toronto Marlies season ticket members, or by anyone using their tickets, may result in loss of season ticket member or suite holder privileges.

All guests are reminded that bottles, coolers and containers of any kind are not allowed into the Venue and may be confiscated. MLSE reserves the right to limit the size of bags, purses or backpacks permitted within the Venue. Guests are advised to consult the applicable Venue websites for specific policies with respect to bags. MLSE reserves the right to prohibit the entry of items which may, in MLSE’s opinion, interfere with the ability of other guests to enjoy the game or event.

Venue staff have been trained to intervene when necessary to help ensure a safe and comfortable environment. Guests are encouraged to report any violations of this Code of Conduct or any inappropriate behaviour to the nearest usher, security guard or fan services staff member.

MLSE thanks you for adhering to this Code of Conduct and for making each event special and memorable to you and your fellow guests.

Schedule C

INVOICE DISCLAIMERS

The following disclaimers may apply to your Tickets. Please review your current Ticket invoice to confirm which, if any, of the following disclaimers apply to your Tickets:

1. **Seat Relocations:** Please note that due to MLSE or applicable league rules and/or requirements, your membership seat location may be relocated for AHL playoff games, as well as for select AHL regular season games. In the event that this occurs, we will do our best to relocate you based on available inventory.
2. **Reduced Capacity:** Please note that due to health and safety measures fan capacity restrictions at the arena may be put in place during the AHL season. In the event of reduced fan capacity restrictions for AHL games during the season MLSE reserves the right to allocate access to available ticketing inventory and MLSE will use reasonable efforts to provide members with the opportunity to purchase from the available ticketing inventory.
3. **Accessible Seating Relocations:** Please note that your membership seats are located in an accessible seating area of the arena. In order to provide access to members of the accessible needs community, MLSE reserves the right, on a game by game basis, to relocate you in the event that your membership seats are not occupied by persons of accessible needs. Any such relocation will be based on available inventory.