

**Toronto Raptors Membership Wait List (the “List”) Terms  
and Conditions (the “Terms”)**

Participation in the List constitutes full and unconditional agreement with and acceptance of these Terms and the decisions of Maple Leaf Sports & Entertainment Partnership (“**MLSE**”), all of which are final and binding on all matters relating to the List.

**1. DEPOSIT PROCESS**

- a. **HOW TO JOIN:** To add your name to (or confirm your place on) the List for Toronto Raptors Season Seat Membership (“**Membership**”), please complete the following steps:
- i. Go to <https://oss.ticketmaster.com/aps/acc/EN/buy/details/TRWAIT> and complete the “**Enrollment Form**” with all required information (including, without limitation, name, address, phone number and a valid email address);\*
  - ii. Select only one (1) “**Deposit Category**” from either:
    1. Upper Bowl
    2. Lower Bowl Ends
    3. Lower Bowl Sides
    4. Courtsides
  - iii. Make the required payment for your Deposit in accordance with the payment instructions (the “**Deposit**”);
  - iv. Submit to secure your place on the List.

**PLEASE NOTE:** an individual/company/entity may only make one (1) Deposit in one (1) Deposit Category (i.e. an individual/company/entity cannot have more than one (1) priority number on the List, regardless of Deposit Category).

For clarity, only one (1) spot (priority number) on the List may be occupied by a given person/company/entity. If it is discovered by MLSE that a List member, whether new or current, occupies more than one spot on the List, the highest priority ranking position will be maintained and all other spots/priority numbers on the List for such List member will be deleted.

Current and new List members are responsible for ensuring that their contact information remains accurate and up to date. List members can update the contact information for their List account at any time by going to <https://oss.ticketmaster.com/aps/raptors/EN/account/login>

Be advised that MLSE reserves the right to limit participation in the List to customers purchasing for their own personal and/or hospitality use and that MLSE reserves the right to terminate participation in the List and refund the amount paid for the Deposit in the event it is determined by MLSE, in its sole discretion, that the prospective customer intends to use tickets acquired under a potential Membership for commercial resale purposes.

\* To make a deposit to secure your place on the List, you can also call a Toronto Raptors sales representative at 416 366 DUNK (3865).

By participating in the List, you agree to be bound by the decisions of MLSE, which are final with respect to all matters relating to the List. MLSE accepts no responsibility for List applications (or Enrollment Forms) which are lost, misdirected or delayed for any reason, nor is any responsibility assumed for incorrect or inaccurate capture of Enrollment Form information, including (but not limited to), technical malfunction, human error, lost/delayed/garbled applications, Internet/e-mail transmission, omissions, interruptions, deletions, defects, or failures of any telephone, technical, network, online, or hardware or software or any

combination hereof.

- b. COST:** The cost of a Deposit is one hundred dollars (\$100.00 CAD) per Membership seat, up to a maximum of four (4) Membership seats (or a maximum of \$400.00 CAD). Only one (1) account may be registered per person/entity/company for only one (1) Deposit Category.

If a List member decides not to purchase a Membership, if and when such Membership becomes available, the Deposit money can be moved to an account credit which can be used towards the future purchase of other MLSE ticket products.

- c. PROCESS:** After placing a Deposit (of \$100.00 per Membership, at a minimum) in one (1) of our four (4) Deposit Categories, the customer will receive an email confirmation of such Deposit & will be assigned a priority number on the List.

Each Toronto Raptors season, after available ticket inventory has been identified by MLSE, MLSE will contact members on the List for the applicable Deposit Category for which ticket inventory is available, in order of priority on the applicable List, starting with the top of the List and moving down the List in order of priority number. When a member's priority number is called within his/her Deposit Category, he/she will receive a phone call from a representative of the Toronto Raptors and will be able to select Membership seat locations from the available ticket inventory in the Deposit Category.

## **2. AVAILABILITY OF MEMBERSHIP SEAT LOCATIONS**

List members understand and agree with the following:

- a.** being a member of the List does not guarantee any right to receive the opportunity to purchase a membership within a specified period of time, if ever;
- b.** the offer of a Membership is at the sole discretion of MLSE, including the number of Membership seats made available for purchase by List members and the timing of said offers;
- c.** some seats are retained for MLSE Business Holds, existing Member upgrades and other internal service or business purposes of MLSE and these may, in the sole and absolute discretion of MLSE, be given priority over the List.

## **3. MEMBERSHIP OFFERS:**

As ticket inventory becomes available for a Deposit Category, MLSE will attempt to contact List members who have selected that Deposit Category, regarding the opportunity to purchase a Membership, in priority sequence, based on their respective position (or priority number) on the List for that Deposit Category. Contact will be made by way of telephone or email from the contact information provided on the selected List Member's Enrollment Form (i.e. on his/her account).

**Note:** Only one (1) offer will be made to a given List member per Toronto Raptors season within the applicable Deposit Category (Upper Bowl, Lower Bowl Ends, Lower Bowl Sides, Courtside). For example, a List member who declines (or fails to respond to) the opportunity to purchase a Membership offered in the Lower Bowl End will not be contacted regarding the subsequent availability of Lower Bowl End Memberships for the applicable Toronto Raptors season.

A maximum of four (4) Membership seats may be offered for purchase to List members once selected in priority sequence.

List members will be provided with three (3) business days (or such other period of time as MLSE may allow, in its sole discretion) from the first attempt of contact by MLSE (whether by phone or email) to respond to MLSE regarding their intention to purchase the Membership

offered. If the List member fails to respond within three (3) business days (or such other period of time as MLSE may allow, in its sole discretion), he or she will forfeit his/her opportunity to purchase the available Memberships and MLSE reserves the right to contact the next List member, in order of priority sequence, to offer the applicable Memberships to the next List member. MLSE is not responsible, whether as a result of human error or otherwise, for any failure to contact a List member regarding an offer to purchase Memberships.

If a List member elects to purchase Memberships, he/she will be required to provide MLSE with his/her complete account information, including his/her preferred method of payment, within three (3) business days of notification (or such other period of time as MLSE may allow, in its sole discretion), and will be required to make any additional deposits/payments for the Memberships. If the List member fails to provide the required information within three (3) business days (or such other period of time as MLSE may allow, in its sole discretion), he or she will forfeit his/her opportunity to purchase the available Memberships and MLSE reserves the right to contact the next List member, in order of priority sequence, to offer the applicable Memberships to the next List member. MLSE is not responsible, whether as a result of human error or otherwise, for any failure to contact a List member regarding an offer to purchase Memberships.

All Memberships purchased will be subject to MLSE's ticket department policies then in effect (as the same may be amended from time to time) including, without limitation, any applicable transfer restrictions and transfer fees.

A List member has the right to decline (or not respond within three (3) business day to) the first two (2) offers to purchase Memberships, while still maintaining their priority number on the List. If a third offer to purchase Memberships is declined by a List member, that List member will be reassigned a priority number at the bottom of the List.

#### **4. MISCELLANEOUS**

In the event of a conflict between these Terms and any instructions or interpretations of these Terms given by an employee of MLSE regarding the List, these Terms shall prevail.

If it is discovered by MLSE (using any evidence or other information made available to, or otherwise discovered by MLSE) that any List member has used or attempted to use multiple names, identities, email addresses and/or any automated, macro, script, robotic or other system(s) or program(s) to register for the List more than once, that person may be removed from the List, in the sole discretion of MLSE.

A List member may be requested to provide MLSE with reasonable proof that he/she is the Authorized Account Holder of email address associated with his/her List member account. In the event of a dispute regarding the identity of a List member, the List member will be deemed to be the Authorized Account Holder in whose name the email account is registered. "Authorized Account Holder" shall mean the natural person assigned to an email address and/or telephone number by an Internet access provider, online service provider, telephone service provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address.

By participating in the List, List members agree to hold harmless and indemnify Maple Leaf Sports & Entertainment Partnership and Maple Leaf Sports & Entertainment Ltd. and their affiliates ("**MLSE**"), the Toronto Raptors, the National Basketball Association and its members teams, NBA Properties Inc., NBA Media Ventures, LLC and each of their officers, directors, governors, partners, principals, employees, representatives, agents, affiliates and related entities, (altogether, the "**Released Parties**") against any and all liability, damages or causes of action (however named or described) with respect to or arising out of either: (i) the List member's participation in the List; and (ii) the administration of the List by MLSE.

List members hereby release, waive and discharge any and all claims of damage, loss or causes of action (including, negligence), including (but not limited to) death, personal injury or

loss or damage to property, which a List member or any of its representatives, heirs, next of kin or assignees ("**Member's Representatives**") may have or which may hereinafter accrue to the List member or Member's Representatives against the Released Parties as a result of the List member's participation in the List.

The following is prohibited and will result in automatic disqualification from the List: (1) violation of or non-compliance with these Terms; and (2) any other act which MLSE determines, in its sole discretion, to jeopardize the security, fairness, integrity or proper administration of the List. Any attempt to deliberately damage any website or to undermine the legitimate operation of this List is a violation of criminal and civil laws and, should an attempt be made, MLSE reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

Membership purchases made using (i) an NSF cheque; (ii) unauthorized credit card; or (iii) lost, stolen or fraudulent credit cards will result in immediate disqualification from the List.

Membership in the List is a personal privilege and is non-transferable. By participating in the List, each List member confirms that the List member is the real party of interest and that the List member is not acting for or on behalf of any undisclosed principals, person or third party and that MLSE shall be entitled to deal solely and exclusively with the List member as to all matters relating to the List, without further investigation or inquiry on its part.

MLSE may terminate, modify, suspend or withdraw the List program (and/or any aspect thereof), in whole or in part, at any time, and for any reason, without notice or liability, in its sole discretion.

MLSE respects your right to privacy. Personal information collected from List members will only be used by MLSE to administer the List and, only if consent is actively given at the time of registration for the List, to provide List members with information regarding upcoming offers, promotions and/or events of MSLE. For more information regarding the manner of collection, use and disclosure of personal information by MLSE, please refer to the MLSE's privacy policy, available at [http://www.mlse.com/privacy\\_policy.aspx](http://www.mlse.com/privacy_policy.aspx).

These Terms shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. Without limiting the generality of the foregoing, all issues and questions concerning the construction, validity, interpretation and enforceability of these Terms or the rights and obligations as between any person and MLSE in connection with the List shall be governed by and construed and interpreted in accordance with the internal laws of the Province of Ontario, Canada, including the procedural provisions of those laws, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. List members hereby attorn to the jurisdiction of the courts of that Province, sitting in the City of Toronto, Ontario, in respect of the determination of any matter, issue or dispute arising under or in respect of these Terms or the List and agree that any such determination shall be brought solely and exclusively before such courts.

The invalidity or unenforceability of any provision of these Terms shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms shall otherwise remain in effect and shall be construed in accordance with its terms as if the invalid or illegal provision were not contained herein.