



# MEMBERSHIP FORM

50 Bay St. | Toronto, ON | M5J 2L2 | [www.raptors905.com](http://www.raptors905.com)

## Raptors 905 Season Ticket Membership

The Raptors 905 (the “**Team**”) are proud to offer the following Team season ticket membership (“**Membership**”) for the upcoming NBA G League (“**NBAGL**”) basketball season (the “**Season**”). By clicking “Agree” you are enrolling in a Membership and are agreeing to the following terms and conditions (the “**Terms and Conditions**”):

### A. MEMBERSHIP TERMS.

Membership includes the following:

Description	Charges
<p><b>Scheduled Pre-season and Regular Season Team Home Games Played at the Arena*</b></p> <p>* Excludes school day and March break games (maximum 2 to 4 per season).</p>	Included in Membership base cost.
<p><b>Additional Team Home Games (NBAGL home playoff games)</b></p> <ul style="list-style-type: none"> <li>Membership automatically includes priority access to all Team home games not played at the Arena and all NBAGL playoff games (the “<b>Additional Games</b>”), subject to the exceptions set out in the Payment Terms. Members will be offered a presale opportunity to purchase seats for any Additional Games. When possible, Members will also be given the opportunity to purchase additional tickets to the Additional Games prior to public on-sale.</li> </ul>	Additional to Membership base cost. Additional charges will vary dependant on the number and type of Additional Games.
<p><b>Additional Features and Benefits.</b></p> <ul style="list-style-type: none"> <li>Members also enjoy the following benefits: <ul style="list-style-type: none"> <li>a. 15% off all Real Sports Apparel merchandise (must show membership card)</li> <li>b. Access to other MLSE events when possible</li> <li>c. Priority access to upgrade your seat location and additional season seats, if available</li> <li>d. \$100.00 credit for a group ticket or suite purchase</li> <li>e. Exclusive offers from Team partners when made available</li> <li>f. One (1) membership gift per account</li> </ul> </li> </ul>	Included in Membership base cost.

### B. GENERAL TERMS AND CONDITIONS.

- 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**”) at the Paramount Fine Foods Centre, located in Mississauga, Ontario (the “**Arena**”). 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 make 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 pre-season and regular season Team games played at the Arena, and for the avoidance of doubt, shall not include tickets, to any other event or game, including, but not limited to, any playoff game, neutral site game, NBAGL showcase, or other NBAGL event (each a "**League Special Event**") held in the Team's market or hosted by the NBAGL at the 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) the Member will have the first right to purchase playoff tickets corresponding to the rights specified in the Member's Ticket package at the price(s), by the deadline(s) and upon such other terms and conditions as may be established by MLSE in its sole discretion. In the event the Member declines to purchase playoff tickets on such terms and conditions, MLSE may sell such playoff tickets, or otherwise utilize the seats for such playoff games, as it sees fit.
7. The Member acknowledges and agrees that the Team and/or NBAGL 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 NBAGL 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 the 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 NBAGL with respect to such game(s) not played at the 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, NBAGL 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 NBAGL clubs and the NBAGL, 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 NBAGL and/or the sport of basketball.
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.raptors905.com](http://www.raptors905.com). 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 NBAGL, THE CITY OF MISSISSAUGA, THE ARENA OPERATOR, 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 "**RAPTORS 905 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 RAPTORS 905 PARTIES FROM THE SAME.

### **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 September 1<sup>st</sup> (or next business day) of such calendar year. These payments may be made using a Credit Card, cheque or electronic funds transfer.
  - c. *Monthly Payment:* This plan allows Member to pay for the cost of their Tickets for the following Season by making twelve (12) payments (first payment will be for 23% of the Membership cost, with the remaining eleven payments being each equal to 7% of the Membership cost) commencing on the First Payment Date, with the following payments being due on the last day (or next business day) of each of the eleven (11) subsequent months. These monthly payments may be made by Credit Card only and shall be of such amounts as listed on the relevant Notice.

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.

If the 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, if necessary, again 48 hours after the payment was initially declined. If at this point payment has not been made, the barcodes for Member's Tickets shall be suspended until payment in full is made. MLSE will attempt to notify Member by email and/or telephone to request that the payment information be updated. MLSE may resell Tickets for future games otherwise reserved for Member at any time while the Tickets are suspended. If two (2) consecutive payments are missed, Member's Tickets will be removed from Member's account and Member's Membership will be automatically terminated.

3. **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.

4. **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.
5. **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.
6. **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.

**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.**

## Schedule A

1. **PLEASE READ THE FOLLOWING TERMS CAREFULLY AS THEY GOVERN YOUR RIGHTS UNDER THE TICKET.**
2. This ticket is a revocable license, and the holder of this ticket, on behalf of the holder and any accompanying minor, including a minor holding a separate ticket (individually and collectively, the “Holder”), agrees to all of its terms. The Holder agrees that this ticket license is subject to these terms and conditions, as well as any additional terms and conditions established by the Raptors 905 and/or its owner, parent, or affiliates (the “Team”), NBA G League and/or its affiliates (the “NBAGL”), and the arena or related arena grounds (including, without limitation, parking areas and entry gates) (the “Arena”) at which the event or any surrounding activities (in whole or in part) for which this ticket is issued (the “Event”) is held (collectively, all such additional terms, “Supplemental Terms”). Supplemental Terms include the health and safety requirements and other terms posted by Team from time to time at <https://raptors905.gleague.nba.com/>. By acceptance and/or use of this ticket and/or entering (or seeking entry into) the Arena, the Holder is deemed to have read all such terms and agreed to be bound by them.
3. Due to the uncertainty related to COVID-19, this ticket and the Holder’s admission to the Arena are subject to all safety and health requirements and policies put in place by the Team, NBAGL, and Arena, including requirements relating to face masks and enhanced health screenings (which may include a requirement that the Holder, and any person in the Holder’s party, be tested for COVID-19 prior to or during the Event) and those policies and requirements described in the Supplemental Terms. Such policies and requirements as they may be updated from time to time (in the sole determination of the Team, NBAGL and/or Arena) and as they may be communicated to the Holder prior to or during the Event (whether orally or in writing) by, for example, instruction provided by Team or Arena personnel or signage in or around the Arena, are collectively referred to below as the “Safety Requirements”. The Holder acknowledges and agrees to comply with the Safety Requirements (including all requirements that must be satisfied prior to or during the Event), and attendance at the Event is conditioned on such compliance.
4. The Holder agrees that neither the Holder, nor anyone in the Holder’s party, will attend the Event if any one or more of the following is true on the day of such Event:
  - Within the prior 14 days, the Holder has (or any person in the Holder’s party or with whom the Holder has had close contact has) tested positive for, or been exposed to someone who has tested positive for, COVID-19;
  - Within the prior 48 hours, the Holder has (or any person in the Holder’s party or with whom the Holder has had close contact has) experienced symptoms of COVID-19 (e.g., a fever of 100.4°F or higher, cough, shortness of breath or difficulty breathing, chills, repeated shaking, muscle pain/achiness, headache, sore throat, loss of taste or smell, nasal congestion, runny nose, vomiting, diarrhea, fatigue or any other symptoms associated with COVID-19 identified by the Centers for Disease Control and Prevention); or
  - Within the prior 14 days, the Holder has (or any person in the Holder’s party or with whom the Holder has had close contact has) travelled to a state or international territory identified by federal or applicable local governments as being subject to travel or quarantine advisories due to COVID-19.
5. To ensure that all Event patrons agree to, and comply with, all Safety Requirements and all other NBAGL, Team and Arena rules, this ticket may not be resold or offered for resale on any platform other than a platform expressly authorized by the Team or the NBAGL. Without limiting the foregoing, any transfer of this ticket to any person who fails to satisfy any Safety Requirement (including pre-Event requirements established by the Team or Arena) may be voided by the Team and this ticket cancelled.
6. **ALL TICKET SALES ARE FINAL. NO REFUNDS OR EXCHANGES EXCEPT AS PROVIDED HEREIN. THE SOLE AND EXCLUSIVE REMEDY (IF ANY) IF ADMISSION IS REFUSED OR REVOKED, OR THE EVENT IS CANCELLED AND NOT REPLAYED, IS A REFUND OF UP TO THE TICKET’S FACE VALUE SET BY THE TEAM LESS ANY DISCOUNTS RECEIVED AT TIME OF ORIGINAL PURCHASE (THE “FACE VALUE”). IN NO EVENT SHALL THE TEAM, NBAGL, OR ARENA BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES OF ANY KIND, OR ANY DAMAGES BEYOND THE FACE VALUE OF THE TICKET, INCLUDING, WITHOUT LIMITATION, ANY AMOUNT PAID IN EXCESS OF FACE VALUE FOR THIS TICKET.**

7. The Holder agrees not to transmit, distribute, misappropriate or sell (or aid in transmitting, distributing, misappropriating or selling), in any media now or hereafter existing, any description, account (whether text, data or visual, and including (without limitation) play-by-play data), picture, video, audio or other form of exploitation or reproduction of the Event. This ticket may not be used for any form of commercial or trade purposes, including, but not limited to, advertising, promotions, contests, sweepstakes, giveaways, gambling or gaming activities, without the express written consent of the Team and NBAGL.
8. Breach of any of these terms, failure to comply with Safety Requirements or NBAGL, Team and/or Arena rules, or the refunding to the Holder of the Face Value, shall automatically terminate any rights that the Holder may have hereunder; shall render illegal and unauthorized the Holder's use of the ticket for any purpose; and shall authorize the Team and/or the NBAGL to withdraw the ticket, refuse admission to the Arena, or eject the Holder from the Arena, without refund in each case, and subject the Holder to all legal remedies available to the NBAGL, Team and/or Arena.
9. THE HOLDER EXPRESSLY ACKNOWLEDGES AN INHERENT RISK OF EXPOSURE TO COVID-19 EXISTS IN ANY PLACE WHERE PEOPLE GATHER AND THAT NO PRECAUTIONS (INCLUDING THE SAFETY REQUIREMENTS DESCRIBED ABOVE) CAN ELIMINATE THE RISK OF EXPOSURE TO COVID-19. COVID-19 IS AN EXTREMELY CONTAGIOUS DISEASE THAT CAN LEAD TO SEVERE ILLNESS AND DEATH. WHILE PEOPLE OF ALL AGES AND HEALTH CONDITIONS HAVE BEEN ADVERSELY AFFECTED BY COVID-19, CERTAIN PEOPLE HAVE BEEN IDENTIFIED BY PUBLIC HEALTH AUTHORITIES AS HAVING GREATER RISK BASED ON AGE AND UNDERLYING MEDICAL CONDITIONS. THE HOLDER OF THIS TICKET VOLUNTARILY ASSUMES ALL RISK AND DANGER of personal injury (including death), sickness (including illness and other risks of exposure to COVID-19, or any other communicable disease or illness, or a bacteria, virus or other pathogen capable of causing a communicable disease or illness), lost, stolen, damaged or confiscated property, and all other hazards arising from, or related in any way to, the Event, whether occurring prior to, during, or after the Event, in or around the Arena, however caused and whether by negligence or otherwise.
10. On behalf of the Holder and the Holder's Related Persons (defined below), the Holder further hereby releases (and covenants not to sue) each of the Released Parties (defined below) with respect to any and all claims that the Holder or any of the Holder's Related Persons may have (or hereafter accrue) against any of the Released Parties and that relate in any way to (i) exposure to COVID-19; (ii) entry into, or presence within or around, the Arena or the Event (including all risks related thereto) or compliance with any protocols or Safety Requirements applicable to the Event; or (iii) any interaction between the Holder and the Holder's Related Persons, on the one hand, and any personnel of any of the Released Parties present at the Event, on the other hand, in each case whether caused by any action, inaction or negligence of any Released Party or otherwise.

As used herein:

- **"Related Persons"** means the Holder's heirs, assigns, executors, administrators, next of kin, anyone attending the Event with the Holder (which persons the Holder represents have authorized the Holder to act on their behalf for purposes of these terms), and other persons acting or purporting to act on the Holder's or their behalf.
  - **"Released Parties"** means: (i) the NBAGL and its member teams (including the Team), and each of their respective direct and indirect owners, affiliates, players and coaches, administrators, designees, licensees, and other personnel; (ii) the direct and indirect owners, lessees and sublessees of the Arena; (iii) all third parties performing services at the Arena; (iv) any parents, subsidiaries, affiliated and related companies of each of the entities described in clauses (i)-(iii); and (v) the officers, directors, owners, members, managers, partners, employers, employees, agents, contractors and sub-contractors (and employees of such contractors and sub-contractors), insurers, representatives, other personnel, successors and/or assigns of each of the foregoing entities and persons described in clauses (i) – (iv), whether past, present or future and whether in their institutional or personal capacities.
11. The Holder and the Holder's belongings may be searched upon entry into the Arena and/or other security checkpoints, prohibited items (which may include, without limitation, bags) may be confiscated at the sole discretion of the NBAGL, Team and/or Arena, and the Holder hereby consents to the foregoing and waives

any related claims that might arise against the NBAGL, Team or Arena. If the Holder elects not to consent, the Holder will be denied entry into the Arena without refund.

12. The Holder grants permission to the NBAGL and Team (and their respective designees and agents) to utilize the Holder's image, likeness, actions and statements in any live or recorded audio, video, film, or photographic display or other transmission, exhibition, publication or reproduction made of, or at, the Event in any medium, whether now known or hereafter created, or context for any purpose, including commercial or promotional purposes, without further authorization or compensation. In addition, the Holder grants to the NBAGL and Team permission to collect, use, share and store certain Holder facial and other biometric information as permitted by law, including for security purposes.
13. Should any current or future dispute, claim or cause of action related to this ticket or the Event arise between the Holder and the Team, NBAGL, or Arena, the Holder shall send a written notice describing the issue (a "**Dispute Notice**") to 50 Bay Street, Suite 500, Toronto, Ontario, M5J2L2 Attn: General Counsel. The Holder and the Team, NBAGL, and/or Arena agree to make a good-faith effort to resolve the dispute for at least 60 days (the "Negotiation Period") following receipt of the Dispute Notice. If the parties cannot resolve the dispute within the Negotiation Period, the dispute shall, to the extent enforceable in the applicable jurisdiction, be resolved by mandatory, confidential, final, and binding arbitration held before a neutral, single arbitrator in Toronto, Ontario. The costs of such arbitration shall be split evenly among the parties except upon an arbitrator's finding that such split renders the arbitration cost-prohibitive to the Holder. **THE HOLDER, ARENA, TEAM AND NBAGL AGREE THAT ALL DISPUTES SHALL BE 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. IF THE HOLDER DOES NOT CONSENT TO THIS CLAUSE, THE HOLDER MUST IMMEDIATELY LEAVE OR NOT ENTER THE ARENA.**
14. Without limiting the foregoing, the Holder agrees not to give or offer this ticket in a manner that would constitute a violation of the *U.S. Foreign Corrupt Practices Act*, any other anti-bribery law or regulation, or any conflicts of interest law, regulation, or policy.
15. All Event dates and times are subject to change. The Holder acknowledges that the Event may be cancelled or rescheduled. Lost, stolen, or counterfeit tickets will not be honored.
16. If any provision or part of these terms or the Supplemental Terms is held to be illegal, unenforceable or ineffective, such provision or part thereof shall be deemed modified to the least extent necessary to render such provision legal, enforceable and effective, or, if no such modification is possible, such provision or part thereof shall be deemed severable, such that all other provisions in and referenced in these terms and the Supplemental Terms remain valid and binding.



## 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 Raptors 905 games played at the arena currently known as the Paramount Fine Foods Centre (the “**Venue**”), 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 at any time with respect to a Raptors 905 game tolerate unsafe, abusive, unlawful or offensive conduct in the Venue. 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 and/or the Venue operator, which may include ejection, suspension of entry privileges, arrest, and banishment from any or all MLSE owned or operated facilities and/or from the Venue.

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, or Raptors 905 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. 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 applicable league rules and/or requirements, your membership seat location may be relocated for NBAGL playoff games, as well as for select NBAGL 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 NBAGL season. In the event of reduced fan capacity restrictions for NBAGL 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.