

## TICKET PACKAGE PURCHASE TERMS AND CONDITIONS

### FOR COLORADO AVALANCHE, COLORADO MAMMOTH, COLORADO RAPIDS AND DENVER NUGGETS GAMES

BY TENDERING PAYMENT TO KSE (DEFINED HEREIN) AND/OR ACCEPTING A TICKET (DEFINED HEREIN) ACCORDING TO THE ORDER OR ACCOUNT ESTABLISHED BY ACCOUNT HOLDER (DEFINED HEREIN), ACCOUNT HOLDER SIGNIFIES ACCEPTANCE OF AND AGREEMENT TO BE BOUND BY THESE TERMS AND CONDITIONS.

This Agreement ("Agreement") is made by and between the purchaser of record (the "Account Holder") and Kroenke Sports & Entertainment, LLC ("KSE") (collectively, "Parties") governing Account Holder's purchase of tickets for admission and seating (each a "Ticket") to attend Colorado Avalanche ("Avalanche"), Colorado Mammoth ("Mammoth"), Colorado Rapids ("Rapids") and/or Denver Nuggets ("Nuggets") games (each of the Avalanche, Mammoth, Rapids and Nuggets may be referred to as a "Team" and collectively as the "Teams"). As determined solely by KSE, Tickets may be offered for sale on an individual Game (defined herein) basis or through a package providing Account Holder the right to purchase Tickets to multiple Games in one transaction (a "Ticket Package"), and this Agreement applies to Account Holder's Ticket Package purchase(s) only. In consideration of the following promises and mutual covenants, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

**1. TICKETS.** Subject to the terms and conditions of this Agreement, KSE will grant to Account Holder the number of Tickets at the Pepsi Center (if Account Holder is purchasing Tickets for Avalanche, Mammoth and/or Nuggets Games) and/or DICK'S Sporting Good Park (if Account Holder is purchasing Tickets for Rapids Games) (each a "Venue") in the locations specified in the Statement (defined herein). The Tickets purchased under this Agreement shall be for the respective Team's preseason and/or regular season home game(s) specified in the Statement scheduled to be played at the applicable Venue (each a "Game", collectively "Games"). Each Ticket represents a limited, revocable license to attend the Game listed on the applicable Ticket. KSE, in its sole and absolute discretion, may set a limit on how many Tickets an Account Holder may purchase.

#### **2. ACCOUNT.**

**A. Ticket Statement.** After submitting an order or establishing a ticket account, Account Holder will receive an invoice or written confirmation from KSE (or the applicable Team) confirming the number of Tickets that Account Holder will receive, the Games for which Account Holder will receive Tickets, other benefits purchased by the Account Holder, and a statement of amounts due to KSE by Account Holder ("Statement").

**B. Account Holder.** Account Holder must be an individual living adult or legal business entity. The ticket holder is the person who actually uses a Ticket to rightfully enter the Venue for a Game ("Ticket Holder"). The "Account" is the revocable license granted by KSE to Account Holder to manage the Tickets, payments, and other rights and obligations under this Agreement. The Account Holder is listed on the Account as the primary contact. Only Account Holder is allowed to make changes to the Account. Account Holder must promptly notify KSE in writing of any changes in address, phone number, payment method and any other Account information. With respect to legal business entities who are Account Holders, all changes to account records (such as to the contact person) must be submitted in writing on official letterhead and signed by an authorized employee.

**C. No Rights to Other Events.** Account Holder acknowledges and agrees that this Agreement is only for the purchase of tickets to attend the Games (specified on the Statement). As determined by KSE in its sole discretion, Account Holder may from time to time receive, but is not guaranteed, the right to receive or purchase tickets for games or events other than the Games involving the applicable Team(s), including, without limitation, the post-season games conducted by the National Hockey League ("NHL"), the National Basketball Association ("NBA"), the National Lacrosse League ("NLL") or Major League Soccer ("MLS") ("Post-Season Games"), non-game events at a Venue (regardless of whether or not a Team is involved), or any games or events involving a Team not played at the applicable Venue (e.g. concerts, conventions, the NCAA basketball tournament, League All-Star games, League Drafts and the NHL's Winter Classic and Stadium Series games). KSE (or the applicable Team) may, in their sole discretion, offer Account Holder the ability to purchase tickets for the Post-Season Games, non-game events or other games or events, subject to the rules of event promoters and the Constitution and Bylaws, resolutions, rules and regulations, policies, limitations and interpretations of the NHL, NBA, NLL and MLS (each a "League"), as determined by the applicable League on an on-going basis, including any Collective Bargaining Agreement between a League and/or its members and other parties; all agreements, consent decrees and settlements of a League, League members and/or other persons in furtherance of League business; and any national network agreements, corporate marketing, licensing, sponsorship or similar agreements between a League and third parties, as each presently exist and as each are hereafter enacted, amended, modified, supplemented, interpreted, made and enforced.

**D. Corporate Account Holders.** KSE reserves the right to require that any transaction hereunder be supported by appropriate corporate resolutions or other documents deemed necessary by KSE.

**E. Electronic Transfer and Resale System(s).** KSE may provide an electronic ticket, purchase, resale and/or transfer system for use by Account Holder. Use of any such system is subject to this Agreement and all terms and

conditions related to the system (including but not limited to terms of use provided by third parties). KSE may at any time and in its sole discretion: (i) suspend, modify, replace and/or discontinue the system(s); (ii) discontinue Account Holder's access to and/or use of the systems or revoke the Account if KSE suspects or determines that the Account and/or system terms and conditions are violated; and/or (iii) institute a fee for use by Account Holder on the Account.

**F. Promotions/Sweepstakes.** Unless expressly agreed to in writing by KSE, the Account and Tickets may not be used for advertising, promotions (including contests and sweepstakes), or other trade or commercial purposes.

**G. Account Transfers.** Absent KSE's written consent, which may be withheld or granted in KSE's sole discretion, Account Holders have no right to transfer any Account right or privilege, in whole or in part, to any person or entity, to another name, or by an attempt to transfer the seat locations by sale, gift, transfer by will or trust, property settlement, transfer to creditors or any other means. The foregoing shall not be construed as any prohibition on an Account Holder from lawfully selling or transferring the Tickets themselves. Therefore, any attempt to sell or otherwise transfer Account rights and privileges may result in KSE's cancellation of this Agreement and/or the Account. Any court order directing the distribution of Tickets or Account rights and privileges to a person or entity not listed as the Account Holder, whether in bankruptcy or otherwise, will result in KSE's exercise of its right to immediately terminate this Agreement and the Account (with KSE promptly refunding to the Account Holder any amounts paid for Tickets to attend Games not played as of the effective date of termination).

Notwithstanding the foregoing, KSE will typically allow an Account Holder to request transfer of the Account to a member of the Account Holder's immediate family. Any such request must be submitted in writing for KSE's approval (which may be granted or withheld in KSE's sole discretion) and must be supported by appropriate documentation (e.g., proof of relationship) satisfactory to KSE.

**H. Upgrades.** Account Holders who are full-season ticket holders may request an upgrade of the location of the seat locations corresponding to the Tickets. All seat location upgrades will be granted or rejected in the sole discretion of KSE and are at all times subject to the availability of seats in the applicable Venue.

### 3. Limitations and Conditions to Use

**A. Compliance with Laws and Venue Rules.** Account Holder and Ticket Holders will be bound by all terms and conditions upon which tickets for admission to the Venue are issued and will observe at all times the rules, regulations, policies and limitations related to admission, behavior and use of the Venue, as determined on an on-going basis ("Venue Rules"), and all applicable laws, statutes, rules, regulations, decisions and orders of any applicable federal, state or local governments, administrative agencies and commissions (collectively, "Laws"). KSE, each Team and each Venue reserves the right to refuse admission, eject, and/or or revoke the right to enter or remain in the Venue, without refund, for anyone failing to comply with the applicable Venue Rules or Laws or engaging in any misconduct, as determined by the applicable Venue in its sole discretion. The then-current Venue Rules can be found on the applicable Venue's website and are available for review upon request from a Guest Relations Specialist at a Venue. Each Venue reserves the right, at any time and with or without notice to Account Holder and/or a Ticket Holder, to amend or supplement its Venue Rules as it deems necessary on an on-going basis and it is Ticket User's obligation to be familiar with and comply with the Venue Rules in effect at the time a Ticket is used.

**B. Personal Property.** KSE, the Teams and the Venues are not responsible for loss of personal property brought into the Venue.

**C. Parking Passes.** KSE may, in its sole discretion, offer Account Holder the opportunity to purchase passes for parking in Venue-controlled lots on terms and in locations determined by the applicable Venue.

**D. Searches.** Account Holder consents to searches by KSE, the Teams, the Venue, and/or their designated agents of all persons, bags, clothing and other articles prior to entry into a Venue, and each of the aforementioned entities reserve the right to require removal of items it deems, in such entity's sole discretion, to be potentially dangerous, inflammatory or inappropriate.

**E. Recording and Broadcast Rights.** The Leagues, the Teams and their respective broadcast partners are the sole holders of all rights in and to all television, radio, internet or any other broadcast of the applicable Games. Account Holder will not, directly or indirectly, transmit, distribute or sell (or aid in the transmission, distribution or sale), in any media now and hereinafter existing, any description, account, picture, video, audio or other form of reproduction of a Game or Game-related activity, and Account Holder will advise Ticket Holders of this prohibition.

**F. Accessible Seating.** Designated accessible locations in each Venue are reserved for guests who require disability accommodations. Each Venue provides wheelchair accessible seating in designated locations and no permanent fixed chair will be provided for these locations. Only those requiring wheelchair accessible seating and their companions may use the seating in designated locations for wheelchair accessible seating. Additional companion seats may be purchased for nearby seating locations, subject to availability. Each Venue also provides semiambulatory seating for guests who require disability accommodations but do not require wheelchair accessible seating. Should a Ticket Holder not require the disability accommodation provided in the location for which a Ticket is issued, KSE or the

Venue may exchange the Ticket(s) for alternate seat locations determined solely by KSE or the Venue, subject to availability.

**G. Preemption.** As more fully described in Section 2(C), above, Account Holder agrees and acknowledges that the Account includes Tickets only for Games presented by the applicable Team and played at the applicable Venue during the applicable League's preseason and regular season. Account Holder agrees and acknowledges that each Team must comply with certain agreements and mandates made by the applicable League, and the League reserves the right to cancel, postpone, reschedule or relocate games, as determined in its sole discretion; modify or discontinue, temporarily or permanently, any aspects of the rules, operations and presentations of Team-related games and events; and relocate any ticket seat locations, including season ticketholder seat locations, during Post-Season Games and other League-controlled games ("League Preemption"). In the event a Game is not played at a Venue as originally scheduled for any reason, including League Preemption, such circumstance shall in no way be deemed, argued or construed to be a breach by KSE of any terms, conditions, agreement or other duties or obligations related to the sale of a Ticket and, in such event, Account Holder's sole remedy shall be a pro-rata account credit or refund equal to the price paid for the affected Ticket(s) (as specified in the Statement) and Account Holder hereby irrevocably waives and releases any claims Account Holder may have against KSE, the Teams, the Venue and/or the Leagues with respect to such Game not played at the Venue.

#### **4. COSTS AND PAYMENT**

**A. Ticket Cost.** Account Holder will pay to KSE the amounts indicated in the Statement.

**B. Method of Payment.** Account Holder will pay all amounts owed in accordance with the payment provisions of the Statement.

**C. Deposit.** KSE may require Account Holder to submit a non-refundable deposit, as determined in KSE's sole discretion, to establish the Account and/or reserve the Tickets.

**D. Late Payment.** KSE may charge a late fee in an amount up to the highest charge allowed by applicable law for the outstanding or late payment of any amount due by Account Holder.

**E. Payments from Non-Account Holders.** In KSE's sole and absolute discretion, KSE may accept payment from an individual or entity who is not Account Holder. Acceptance of such payment by KSE does not grant such third-party any rights, privileges or benefits under this Agreement (including but not limited to the right to receive Tickets), as all rights, privileges and benefits granted through this Agreement belong only to Account Holder.

**5. TERM; FULL-SEASON TICKET PACKAGE AUTO-RENEWAL.** Unless otherwise specified on the Statement and subject to the termination rights provided in this Agreement, the initial term of this Agreement is for a one-season term.

**A. If Account Holder's Ticket Package purchase is less than a full-season, the following applies:** Neither party has the right or obligation to renew this Agreement. Notwithstanding the foregoing, to the extent, in KSE's sole and absolute discretion, Account Holder is afforded the right of priority with respect to a right to repurchase/renew a Ticket Package, time is of the essence with respect to all dates Account Holder must do so. If Account Holder fails to exercise any right to repurchase/renew by any deadline imposed by KSE, all of Account Holder's rights, titles and interest in and to the specific seat locations corresponding to the Tickets as well as other rights, titles and interest extended to Account Holder as a Ticket Package purchaser, shall be terminated and forfeited back to KSE with no compensation to Account Holder and no future obligation with respect to those specific seats. KSE may, however, elect to restore any and all otherwise terminated and forfeited rights to Account Holder in KSE's sole and absolute discretion.

**B. If Account Holder's Ticket Package purchase is a full-season, the following applies:** This Agreement (and Account Holder's commitment to purchase the Ticket Package for the subsequent League season) will automatically renew for one (1) additional League season (each a "Renewal Term") upon the prevailing terms and conditions as set by KSE unless Account Holder cancels his or her account (as more fully described below). Thereafter, this Agreement will continue to automatically renew unless Account Holder exercises his or her right to opt-out of the autorenew process (as more fully described below). Such terms and conditions (which will include the price of the Ticket Package for the subsequent League season) will be provided to Account Holder in advance and Account Holder will receive a twenty-one (21) calendar day period to decide if Account Holder would like to purchase the Ticket Package on the prevailing terms and conditions or to cancel Account Holder's account. **As part of the renewal process, Account Holder will be required to provide KSE with written notice of its intent to opt-out of a Renewal Term, utilizing KSE's then-current opt-out process, which may be online, or Account Holder's account will be automatically renewed for the corresponding Renewal Term with no further action required by Account Holder or KSE.** Time is of the essence with respect to all dates Account Holder must do so. If Account Holder affirmatively declines to repurchase/renew the Ticket Package, all of Account Holder's rights, titles and interest in and to the specific seat locations corresponding to the Tickets as well as other rights, titles and interest extended to Account Holder as a Ticket Package purchaser, shall be terminated and forfeited back to KSE with no compensation to Account Holder and no future obligation with respect to those specific seats. KSE may, however, elect to restore any and all otherwise terminated and forfeited rights to Account Holder in KSE's sole and absolute discretion.

## 6. RISKS AND LIMITATION OF LIABILITY

**A. Lost Tickets.** Neither KSE nor the applicable Team is responsible for lost, stolen, misplaced or forgotten tickets. At the sole discretion of KSE, Tickets may be replaced for an additional cost. If a replacement ticket is issued, such replacement will be honored over the original, and the original Ticket will be null and void.

**B. Assumption of Risk.** Account Holder assumes all risks of injury, loss and other dangers arising from or related to admission to a Venue, including but not limited to spectator or player interaction, facility conditions, flying objects and other hazards associated with attending games and events in a public forum and/or using the Tickets. Except to the extent due to their own gross negligence or willful misconduct, to the maximum extent permitted by law, KSE, the Teams, the Venues, the City and County of Denver (with respect to the Pepsi Center only), the City of Commerce City (with respect to DICK'S Sporting Goods Park only), each of their parent(s), subsidiaries, affiliates, related entities, vendors, sponsors and political subdivisions, and each of the aforementioned entities' respective officials, officers, directors, partners, shareholders, owners, governors, alternate governors, members, employees, agents, successors and assigns and are not liable or responsible for any loss, damage or injury to any person or property in or around a Venue or in connection with any Game or Team event resulting from any cause.

## 7. DEFAULT AND TERMINATION.

**A. Account Holder Default.** If Account Holder fails to pay any amounts when due, fails to perform any duty or obligation hereunder or otherwise materially breaches this Agreement, or if a Ticket User violates any Venue Rules or Laws while using a Ticket, KSE may, without limiting any of its rights under this Agreement, withhold distribution of Tickets and/or terminate this Agreement (and the corresponding Account(s)) immediately upon notice to Account Holder. Upon termination of this Agreement, Account Holder will forfeit all rights to the Tickets and Account Holder's obligation to pay the outstanding balance of the any amounts due to KSE by Account Holder, if any, will be immediately due and payable. Termination of this Agreement will not affect Account Holder's obligations under this Agreement for amounts due to KSE or otherwise limit the rights and remedies available to KSE. KSE's acceptance of the partial payment of any amounts due by Account Holder will not constitute a forfeiture or waiver of its right to receive the full amounts owed or of any other right or remedy available to KSE at law or in equity.

**B. KSE Breach.** If Account Holder terminates this Agreement due to a material breach by KSE, Account Holder's sole remedy will be a credit or refund of the amount already paid to KSE by Account Holder, excluding any amount allocable to Tickets, parking passes or other benefits already received and/or used by Account Holder.

**C. Nonoccurrence or Relocation.** Notwithstanding anything herein to the contrary, if any Game does not occur at the Venue for any reason or is held at the Venue but at a time and/or date other than originally scheduled, KSE will not be in breach of this Agreement. If a Game does not occur at the Venue and, as a result, the number of Tickets granted under this Agreement is reduced from the amount specified in the Statement, Account Holder will not be charged for any such Tickets, or, if Account Holder has already made payment for such Tickets, Account Holder will receive a pro rata credit or refund equal to the price of such Tickets as specified in the Statement.

**D. For Convenience.** KSE may terminate this Agreement at any time by providing written notice to Account Holder. If applicable, within a reasonable time after termination, KSE will return a pro rata portion of the amounts paid hereunder for Tickets to Games occurring after the effective date of termination.

## 8. GENERAL TERMS

**A. Seat Relocation.** KSE reserves the right to relocate and/or revoke specific seat locations due to Venue renovations, fan comfort and other circumstances deemed appropriate by KSE in its sole and absolute discretion.

**B. No Warranty.** No representation, warranty, covenant or guarantee is made by KSE or any Team or any League that any particular game or event, including any Game will take place at the applicable Venue on any particular day or at any particular time, or that any particular number of League games will be scheduled and/or played at a Venue during a League season.

**C. Governing Law; No Class Actions.** This Agreement will be governed and construed in accordance with the laws of the state of Colorado without regard to conflict of law principles. Any dispute arising hereunder shall be heard and determined in the Colorado state or federal courts situated in Denver County and Account Holder irrevocably submits to the exclusive jurisdiction of such courts in any such dispute and irrevocably waives the defense of an inconvenient forum to the maintenance of any action or proceeding in connection with such dispute. Account Holder agrees that any and all disputes, claims and causes of action arising out of or connection with the Agreement must be resolved individually without resort to any form of class action and that any proceeding between Account Holder and KSE may not be consolidated with another proceeding between KSE and any other entity or person. In the event of any litigation between the parties hereto concerning this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.

**D. Notices.** Any written notices to Account Holder shall be mailed to the address on the Account and/or sent to the e-mail address on account. Any written notices to KSE should be made via e-mail to the Service or Sale Representative assigned to the account.

**E. Waiver and Amendment.** Failure to enforce any provision of this Agreement will not be a waiver or prevent enforcement of the same or any other provision of this Agreement. KSE may amend or supplement the terms and conditions of this Agreement as it deems necessary on an on-going basis. Amendments, revisions and/or information about to the Account terms and this Agreement may be sent to Account Holder or posted on KSE and/or a Team's website from time to time. Account Holder is responsible for reading and complying with all information, revisions and amendments. Neither KSE nor any Team are responsible for problems, losses or inconveniences experienced because Account Holder did not read updates to the Account or this Agreement, or because information is sent to an incorrect address due to Account Holder's failure to notify KSE of any address change.

**F. Assignment.** Except as expressly provided in this Agreement, Account Holder may not assign or transfer any of Account Holder's rights and obligations, in whole or in part, under this Agreement without the express written consent of KSE which may be withheld for any or no reason. In the event of any attempt by Account Holder to offer, sell, assign or transfer its rights under this Agreement in violation of this Agreement, KSE will have the right, but not the obligation, to terminate this Agreement and the Account and pursue any and all remedies available under this Agreement, at law and in equity.

**G. Entire Understanding.** Other than any language appearing on the back of a Ticket, which is incorporated by reference, this Agreement is the entire understanding and agreement between the parties with regard to its terms. By tendering payment and/or accepting any Tickets provided under the Account, Account Holder signifies that Account Holder understands and agrees to be bound by these terms and conditions.

**H. Headings.** The titles of the articles, headings, sections, and subsections of this Agreement are for convenience only, and do not define or limit the contents.

**I. Order of Priority.** Notwithstanding Section 8(G), to the extent that Account Holder and KSE (or a Team) have entered into a separate written agreement through which Account Holder receives admission tickets to a Game (or otherwise receives the right to attend a Game), the terms of this Agreement shall apply and control to the extent that they do not conflict with the terms contained in such other agreement.

*Last updated February 2016*