

## TICKET PURCHASE TERMS & CONDITIONS

In these terms and conditions (“**Terms**”), Capital Sports & Entertainment Inc. shall be referred to as the “**Ottawa Senators**”. These Terms apply to each agreement for the purchase of a ticket or tickets for NHL home games of the Ottawa Senators Hockey Club played at Canadian Tire Centre (the “**Arena**”), including the purchase or renewal of Ottawa Senators Hockey Club season tickets (the “**Agreement**”). In entering into an Agreement, the ticket holder (the “**Holder**”) expressly agrees to be bound by these Terms, which form an integral part of the Agreement, and agrees that these Terms apply to all tickets purchased pursuant to the Agreement. If the Agreement is for a renewal of season tickets, the execution and delivery of the Agreement by the Holder shall not entitle the Holder to a renewal of the Holder’s season tickets under the same terms and conditions governing season tickets in any preceding year. The Ottawa Senators reserve the right to unilaterally amend these Terms from time to time, and such amendments shall be effective upon written notice to the Holder. The Ottawa Senators will maintain an updated copy of these Terms at <https://www.nhl.com/senators/team/terms-of-use>.

**OWNERSHIP.** The person whose name is indicated in the Agreement shall be deemed to be the Holder. The Ottawa Senators will deal only with the Holder in all matters pertaining to the tickets purchased under the Agreement. Should a Holder wish to have someone else named to handle such matters, written authorization must be submitted by the Holder to the Ottawa Senators for approval.

**REVOCABLE LICENSE AND RESTRICTIONS.** All tickets purchased pursuant to the Agreement are revocable licenses, any and all of which licenses may be revoked by the Ottawa Senators, in their sole discretion, at any time and for any reason. Purchase of season tickets does not entitle purchaser to renewal in any subsequent year. Unless expressly authorized by the Ottawa Senators, re-sale or attempted re-sale by the Holder of any of the Holder’s tickets is prohibited. Any individual or entity who purchases tickets with the purpose or intent of re-selling those tickets, as determined by the Ottawa Senators in its sole discretion, may be deemed a “Ticket Broker” under these Terms. Accounts belonging to suspected Ticket Brokers will not be entitled to receive any season ticket holder benefits including without limitation VIP points, access to special events, and participation in renewal contests. The Ottawa Senators reserve the right to revoke, suspend, or not offer for sale, tickets to suspected Ticket Brokers. The Holder may not sell, give away, donate, sublicense, lease, lend, dispose of in any manner, or otherwise part possession with, any of the Holder’s tickets in connection with any promotion of merchandise or services of any kind or for any other commercial purposes whatsoever unless prior written consent is obtained from the Ottawa Senators. In the event of failure by the Holder to comply with these Terms, the Ottawa Senators may take whatever action it deems necessary including the cancellation of any and all remaining season and/or playoff tickets of the non-compliant Holder, without compensation and without prejudice to the commencement of legal action against the Holder.

**PAYMENTS.** The Holder agrees to pay in full all amounts specified in the Agreement by the date such payments are due, in accordance with the payment option selected. The Ottawa Senators may charge interest at a rate of 2% per month (24% per annum) on amounts not paid when due. **All sales of tickets under the Agreement are final and non-cancellable. Deposit and ticket payments are non-refundable.** Please indicate on the Agreement your preference regarding playoff credit or refund. Credit left on account will be applied to credit card bill plans, or left on account for future ticket purchases if account is paid in full or post-dated cheques have been provided. Playoff refunds will be provided via the method of payment used for purchase, unless requested otherwise in the Agreement. A 2.5% credit card service charge will apply for account holders requesting a cheque refund where the original payment was received by credit card. Accounts using multiple payment methods for purchase will be refunded via cheque with applicable credit card service charge per above. Please allow four (4) weeks for processing of playoff refunds. Payments returned by the bank will result in a \$20 handling fee which will be charged to your account. In the event a Holder defaults on making a scheduled payment under the Agreement the Ottawa Senators may cancel any and all remaining tickets of the Holder without compensation. A Holder that is renewing the Holder’s season tickets may be eligible (i) to purchase tickets for playoff games for the current season at a discounted price, and/or (ii) for an account credit, redeemable during the upcoming season only, towards certain specified benefits such as concessions, restaurants, merchandise, tickets or suites. If such Holder’s season tickets are cancelled by the Ottawa Senators for any reason whatsoever, the Holder shall reimburse the Ottawa Senators for the amount of any such playoff discount and/or redeemed account credit within 10 days of such cancellation and such sum shall become due and payable immediately and without further notice or formality and without any period of grace whatsoever, as liquidated damages and not as a penalty.

**SENS FAN FOR LIFE AUTO-RENEWAL.** A Holder that selects the Sens Fan for Life automatic renewal program will receive an annual renewal notice from the Ottawa Senators prior to January 31<sup>st</sup> in each year. This annual renewal notice will specify the new pricing for the Holder’s season tickets for the upcoming season as well as any other proposed changes to the Agreement. The Holder will have 30 days from the date

of the annual renewal notice to provide the Ottawa Senators with a written notice of cancellation if the Holder wishes to cancel his/her season tickets for upcoming seasons. If written notice of cancellation is not received by the Ottawa Senators within the time frame specified above, the Holder’s Agreement shall be automatically renewed for the upcoming season and the Holder’s first payment shall be due and payable in accordance with the payment option selected under the Agreement.

**LEAGUE SPECIAL GAMES.** The Holder acknowledges and agrees that the tickets being purchased hereunder are solely for Ottawa Senators games played at the Arena, and for the avoidance of doubt, shall not include tickets, or the right to purchase tickets, to any other event or game, including, without limitation, any NHL Winter Classic, NHL Stadium Series or other NHL outdoor game, NHL Alumni Game, NHL All Star or NHL Draft event (each a “**League Special Game**”) held in the Ottawa Senators’ market or hosted by the NHL at the Arena or otherwise in which the Ottawa Senators participate. The Holder acknowledges and agrees that the Ottawa Senators and/or NHL may cancel, postpone, reschedule or relocate games for any reason (e.g., move a regular season game of the Ottawa Senators from the Arena to an alternate venue for the purposes of playing a League Special Game), 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 NHL games and events (“**Preemption**”) provided that the Ottawa Senators will, where applicable, make the account adjustments contemplated in the paragraph immediately following below.

In the event that any Ottawa Senators game for which tickets have been sold to the Holder is not played or held in the Arena for any reason, including, without limitation, Preemption, this shall in no way be deemed, argued or construed to be a breach by the Ottawa Senators 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 Holder’s sole remedy shall be to: (i) have its ticket account credited with an amount equal to the amount paid (or payable) by the Holder for the particular missed game(s) (such amount to be determined as a pro-rata based on the number of originally scheduled home games) or (ii) receive an equivalent number of tickets to an alternate Ottawa Senators regular season home game or other Ottawa Senators special event played at the Arena in full satisfaction for the tickets made unavailable due to Preemption. Unless other arrangements are agreed between the Ottawa Senators and the Holder, the credited funds shall, where applicable, be held by the Ottawa Senators and applied, at the direction of the Holder, to the Holder’s purchase of playoff tickets (if applicable) in the season in which the cancelled game(s) occurred and/or to the Holder’s renewal of a regular season ticket package in the subsequently played season. If the Holder 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 ticket products, if requested. No interest or rebate will accrue on the amount of the credit at any time, unless the Ottawa Senators determine otherwise in its sole discretion. The Holder hereby waives and releases any and all claims it may have against the Ottawa Senators and/or the NHL with respect to such game(s) not played at the Arena.

**GOVERNING LAW.** These Terms shall be governed by the law of the Province of Ontario, without regard to its conflict of laws provisions. Any action or proceeding arising out of or relating to these Terms must be brought in the courts of the Province of Ontario. The Holder knowingly, voluntarily and irrevocably submits to the exclusive jurisdiction of the courts located in Ottawa, Ontario in any such action or proceeding and waives any objection it may now or hereafter have to venue or to convenience of forum.