

OTTAWA BLACK BEARS SEASON SEAT MEMBERSHIP
TERMS AND CONDITIONS

Last Updated: April 22, 2024

1. **DEFINITIONS.** For the purposes of these terms and conditions, the “**Ottawa Black Bears**” shall refer to the Ottawa Black Bears, a National Lacrosse League (“**NLL**”) franchise, whose home arena, the ‘Canadian Tire Centre’, is located at 1000 Palladium Drive, in Ottawa, Ontario (the “**Arena**”). Capital Sports Properties Inc., the owner of the Arena, who is authorized to sell season seat packages for Ottawa Black Bears home games, shall be referred to as “**CSP**”. The individual or legal entity entered on the records of CSP as being the account holder in respect of the purchase of a season seat package for Ottawa Black Bears home games to be played at the Arena (a “**Package**”), shall be referred to as the “**Member**”.
2. **APPLICATION.** These terms and conditions, together with all Package order* and account information, constitute a binding legal agreement (“**Agreement**”) between CSP and the Member. By tendering payment to CSP or accepting a Package ticket, the Member signifies its acceptance of these terms and conditions and its agreement to be bound to this Agreement. As further detailed in section 17 below, CSP reserves the right, in its sole discretion, to amend these terms and conditions from time to time upon written notice to the Member. CSP will maintain an updated copy of these terms and conditions at <https://www.canadiantirecentre.com/ticketing-terms-conditions/>.

The Member acknowledges and agrees that receipt of Membership Benefits (as defined in section 11 below) including use of Package tickets and attendance at any Package games, by the Member or any individual using any of the Member’s Package tickets from time to time, is governed by (i) this Agreement; (ii) the terms and conditions printed on the reverse side of each physical Package ticket (or made available digitally for mobile Package tickets, as applicable) (“**Ticketback Terms**”); (iii) Arena policies, including security, health and safety, alcohol consumption, and code of conduct policies (as updated from time to time on the Arena’s website – www.canadiantirecentre.com) ; and (iv) applicable laws.

*For greater certainty, these terms and conditions also apply to the purchase of a Package in the Arena’s premium offering areas, including without limitation Club Bell Luxe Seats and Molson Canadian Fan Deck VIP Seats.

3. **AUTO-RENEWAL PROGRAM. THE MEMBER ACKNOWLEDGES AND AGREES THAT BY PURCHASING AN OTTAWA BLACK BEARS SEASON SEAT PACKAGE FOR THE 2024-2025 NLL SEASON, IT IS PARTICIPATING IN THE OTTAWA BLACK BEARS AUTO-RENEWAL PROGRAM, WHEREBY SUCH SEASON SEAT PACKAGE WILL AUTOMATICALLY RENEW FOR SUCCESSIVE NLL SEASONS UNLESS TERMINATED IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.** The Member further acknowledges and agrees that it will be responsible for paying the fees and taxes associated with its Package, as specified in its initial invoice and/or Annual Renewal Statement (described below), each year unless the Member specifically opts out of the Auto-Renewal Program, as detailed below.
 - a. **Auto-Renewal Process.** At least 30 days in advance of each upcoming renewal date, CSP will send the Member an email (typically in February or March of each year), at the email address associated with the Member’s account, notifying the Member that its “**Annual Renewal Statement**” is now available via its account on the online platform, ‘Ottawa Black Bears Account Manager’ (at <https://am.ticketmaster.com/sse2/>) (by way of example only, an email notice that the Member receives in February 2025 would relate to the 2025-2026 NLL season). The Annual Renewal Statement will include: (i) the relevant renewal date for the upcoming NLL season (i.e. the date that Member’s first payment will be due (the “**First**

Payment Date”); (ii) new Package pricing for the upcoming NLL season (including a list of any applicable fees and taxes to be payable by the Member); (iii) the Member’s payment plan options for the upcoming season; (iv) any material changes to these Terms and Conditions; and (v) instructions for terminating the renewal of Member’s Package in accordance with paragraph (b) below. Unless the Member opts out as specifically set forth in paragraph (b) below, the Member may not terminate its automatically renewing Package.

- b. **Opting Out.** The Member can terminate the renewal of its Package by completing and submitting an opt-out form to be located on Ottawa Black Bears Account Manager prior to the First Payment Date, as specified in its Annual Renewal Statement. The Member’s election to terminate will be effective for the upcoming season and the Member will cease to be a season seat member at the conclusion of the then current season (i.e. no payments will be due and no Package tickets will be received with respect to the upcoming season). If the Member does not submit an opt-out form, or if the Member’s opt-out form is submitted subsequent to the First Payment Date, the Member will remain a season seat member for the upcoming season.
- c. **No Right to Renewal.** As further detailed in section 17 below, CSP reserves the right to terminate or modify season seat packages and their automatic renewal at any time, for any reason. The purchase of a season seat package for any season does not create a legal right for the Member to renew any season seat package(s) for any subsequent season. The Member further acknowledges and agrees that the opportunity to renew its Package is a privilege granted by CSP which may be withdrawn by CSP at any time and that CSP has no obligation to renew this Agreement.

- 4. **OWNERSHIP.** CSP will deal only with the Member in all matters pertaining to the Package. Should a Member wish to have someone else named to handle such matters, written notice must be provided by the Member to CSP. The designated contact person for a Package account held by a business may be changed upon written notice to CSP.

The Member agrees to promptly notify CSP in writing of any changes in address, phone number, payment information, account status, or any other information submitted in respect of the Package.

CSP’s acceptance of payment with respect to a Package from any individual or entity who is not the Member does not grant any rights to Package tickets to such individual or entity, rather such payments are deemed to have been made for and on behalf of the Member. All payments for Package tickets made by, or for and on behalf of, the Member are non-refundable except as expressly contemplated in this Agreement or, with respect to an individual Package ticket, the Ticketback Terms.

- 5. **PACKAGE GAMES; LEAGUE SPECIAL EVENTS.** The Member acknowledges and agrees that the Package being purchased hereunder includes only regular season Ottawa Black Bears home games to be played at the Arena (and not Ottawa Black Bears home playoff games), and for the avoidance of doubt, shall not include tickets, or the right to purchase tickets, to any other event or game, including, but not limited to, special events, games or exhibitions hosted by the NLL (each a **“League Special Event”**) to the extent held in the Ottawa Black Bears market or hosted by the NLL at the Arena or otherwise in which the Ottawa Black Bears, or any of its players, may participate. Notwithstanding the foregoing, CSP will make reasonable efforts to secure the Member an opportunity to purchase tickets for any Ottawa Black Bears home game that is relocated to an alternate venue within the Ottawa Black Bears market for the purposes of playing a League Special Event. If during the NLL season, an Ottawa Black Bears regular season game is designated as a League Special Event, CSP will make the account adjustments contemplated in section 6 below as if such game was a cancelled game.

6. **CANCELLED GAMES.** The Member acknowledges and agrees that CSP, GF Lacrosse, LLC (“GF”), and/or the NLL may cancel Ottawa Black Bears games for any reason, as determined in its/their sole discretion. In the event that any Ottawa Black Bears game for which Package tickets have been sold to the Member is cancelled, the Member’s sole remedy shall be to have its account credited with an amount equal to the amount paid (or payable) by the Member for the particular cancelled game(s) (such amount to be determined as a pro-ration based on the number of originally scheduled home games in the Package, and the amount paid by the Member for the Package). Unless other arrangements are agreed between CSP and the Member, the credited funds shall, where applicable, be held by CSP and applied, at the direction of the Member, to the Member’s purchase of regular season or playoff tickets (if applicable) in the season in which the cancelled game(s) were to have occurred and/or to the Member’s renewal of a season seat package in the subsequently played season. If the Member elects not to purchase regular season or playoff tickets and terminates its Package for the subsequent season (in accordance with section 3(b) above), the amount of the credit will be refunded to the Member. No interest or rebate will accrue on the amount of the credit at any time, unless CSP determines otherwise in its sole discretion.
7. **GAME PRESENTATION.** The Member acknowledges and agrees that CSP, GF, and/or the NLL may modify or discontinue, temporarily or permanently, any aspect of the rules, operations, venue configuration and presentations of NLL games and events, including without limitation hosting Ottawa Black Bears games at the Arena without spectators in attendance or with limited spectators in attendance, or may relocate Ottawa Black Bears games to an alternate venue outside of the Ottawa Black Bears market, for any reason (including to comply with provincial and/or local health regulations and guidelines regarding public assembly), as determined in its/their sole discretion. In the event that an Ottawa Black Bears game for which Package tickets have been sold to the member is hosted at the Arena without spectators in attendance, or is relocated to an alternate venue outside the Ottawa Black Bears market, CSP will make the account adjustments contemplated in section 6 above as if such game was a cancelled game. In the event that an Ottawa Black Bears game for which Package tickets have been sold to the Member is hosted at the Arena with limited spectators in attendance, the Member acknowledges and agrees that CSP shall have sole discretion regarding which spectators are permitted to attend (and any special terms and conditions applicable to their attendance), and to the extent the Member is not permitted to attend then CSP will make the account adjustments contemplated in section 6 above as if such game was a cancelled game.
8. **POSTPONEMENT / RESCHEDULING.** The Member acknowledges and agrees that CSP, GF, and/or the NLL may postpone or reschedule Ottawa Black Bears games for any reason, as determined in its/their sole discretion. In the event that any Ottawa Black Bears game for which Package tickets have been sold to the Member is postponed or rescheduled for any reason, the Member’s sole remedy shall be to have such tickets honoured at the Arena on the postponed or rescheduled game date.
9. **WAIVER OF CLAIMS.** The Member acknowledges and agrees that the relocation, cancellation, postponement or rescheduling of any Ottawa Black Bears games contemplated in sections 5-8 above shall in no way be deemed, argued, or construed to be a breach by CSP, GF, or NLL, of any terms, conditions, agreement or any other duties or obligations in connection with the sale and use of Package tickets, provided that CSP will, where applicable, make the account adjustments contemplated in such sections. The Member hereby waives and releases any and all claims it may have against CSP, GF, and/or the NLL with respect to such relocated, cancelled, postponed or rescheduled game(s).
10. **PLAYOFF GAMES.** Members will have the first right to purchase an Ottawa Black Bears home playoff package at the prices, by the deadlines, and upon such terms and conditions as may be established by CSP in its sole discretion. All sales of playoff tickets under this Agreement are final and non-cancellable by the Member. In the event the Member declines to purchase a playoff

package on such terms and conditions as may be set by CSP, CSP may sell, or otherwise utilize Member's seat allotment for playoff games, as CSP sees fit.

11. **MEMBERSHIP BENEFITS.** The Member acknowledges that any supplementary season ticket membership rights and privileges offered by CSP (that is, in addition to the use of Package Tickets - for example, invitations to season seat member events, discounts on concessions items and merchandise, and such other rights and privileges as may be extended by CSP from time to time) ("**Membership Benefits**") are intended exclusively for the Member to recognize its commitment and loyalty. The Member acknowledges and agrees that the sale or offer for sale, directly or indirectly, of Membership Benefits is prohibited, and that any other transfer of Membership Benefits is only permissible if expressly authorized by CSP. The Member acknowledges and agrees that all matters regarding Membership Benefits shall be determined by CSP in its sole discretion, including whether any Membership Benefits are offered in any given NLL season, as well as the nature, details and conditions of any Membership Benefits that are offered in a particular NLL season (including whether they are offered on a per account, per ticket or other basis).

Ticket Brokers. For the purposes of these terms and conditions, "**Ticket Broker**" shall mean an individual or legal entity: (i) who is in the business of making available for sale tickets that were originally made available for sale by a primary seller; or (ii) who purchases a Package with the primary intent of reselling Package tickets for commercial gain. A Member may be determined to be a Ticket Broker by CSP in its sole discretion at any time. Accounts belonging to suspected Ticket Brokers will not be entitled to receive any Membership Benefits other than the use of Package tickets. CSP reserves the right to revoke, suspend, or not offer for sale, tickets to suspected Ticket Brokers.

12. **PAYMENTS.**

- a. The Member agrees to pay in full all amounts specified in its Package order form or Member's Annual Renewal Statement (including without limitation the cost of all tickets and parking passes as well as all applicable taxes and fees as further described in paragraph (c) below), by the date such payments are due, in accordance with the payment plan option (described in paragraph (b) below) selected in its Package order form or through the Sens Account Manager platform. The Member hereby irrevocably authorizes CSP to debit the amount of each payment from the Member's credit card (where payment is to be made by credit card). This authority shall remain in full force and effect until CSP has debited the full amount of the Member's Package and playoff tickets (if any) purchased.
- b. Payment Plan Options. Members will, unless otherwise communicated by CSP, have the option of two payment plans:
- i. *Pay In Full Plan.* The Pay in Full Plan allows the Member to pay 100% of the cost of its Package for the upcoming season on or before the First Payment Date (as set out in the Package order form or Annual Renewal Statement (as applicable)). This payment may be made using a VISA, MasterCard, or American Express credit card (a "**Credit Card**") or cheque.
- ii. *Monthly Pay Plan.* The Monthly Pay Plan allows the Member to pay the cost of its Package for the upcoming season in monthly installment payments (the number of payments and the amount of each payment will be communicated on the Package order form or the Annual Renewal Statement (as applicable)), with the monthly installment payments being due on the dates referred to in the Package order form or the Annual Renewal Statement, as applicable. These payments may be made by Credit Card only.
- c. Fees and Taxes. CSP reserves the right to charge a fee for the administration of each Member account. Facility capital replacement fees will be applied to each Package ticket.

CSP also reserves the right to charge a fee in respect of the Monthly Pay Plans in order to pay for the administration thereof. Harmonized Sales Tax will be payable with respect to all Packages. CSP will specify the amount of such administrative fees, facility capital replacement fees, and taxes on the Member's Package order form or Annual Renewal Statement, as applicable.

Package tickets will be delivered to Members in mobile ticket format. Any Members who request physical Package tickets may be subject to a printing fee related to the cost of producing and delivering physical tickets. CSP will provide the Member with notice specifying the amount of such printing fee if applicable.

- d. Late / Declined Payments. In the event any payments are not provided when due, CSP may suspend the barcodes for the Member's Package tickets until payment in full is made. The Member acknowledges and agrees that it shall be a breach of this Agreement (giving rise to CSP's termination and other rights described below) if any payment is declined and such non-payment is not remedied within ten (10) business days of the member being so advised by CSP. CSP also reserves the right to charge a processing fee of \$20.00 for any declined payment due to insufficient funds or a declined Credit Card.

Unless otherwise specified in these terms and conditions, all sales of season seat packages under this Agreement are final and non-cancellable by the Members and all deposits and payments are non-refundable.

The Member understands and agrees that CSP is not liable in any way for erroneous billing statements or incorrect charges, and that in the event of such billing error, CSP's only responsibility is to correct it if and when CSP receives written notice of the error. The Member understands that it is the sole responsibility of the Member to ensure that its payment information is correct and current and to notify CSP in writing of any errors, deficiencies or changes such that the payment information may be updated, and that the Member's failure to do so within the specified time frame may result in a suspension or loss of Package tickets and/or Membership Benefits at the sole discretion of CSP.

13. **DEFAULT.** CSP reserves the right, in its sole discretion, to terminate this Agreement, and thereby cancel all of the Member's Package tickets, playoff tickets, and Membership Benefits without compensation to the Member, if: (a) the Member fails to pay when due any amounts due hereunder; (b) the Member otherwise materially breaches the terms of this Agreement; or (c) the Member becomes insolvent, bankrupt or is otherwise unable to pay its debts when due. Termination of this Agreement will not affect the Member's obligations under this Agreement for amounts due to CSP for rights received by the Member on or up to the date of termination or otherwise limit the rights and remedies available to CSP at law or in equity. No failure or delay by CSP in the exercise of any remedy provided for in this Agreement shall be construed to constitute a forfeiture or waiver thereof or of any other right or remedy available to CSP.
14. **REVOCABLE LICENCE AND RESTRICTIONS.** The Member acknowledges that each Package ticket and playoff ticket is a limited, revocable licence to attend the game described on the ticket face. As a revocable licence, each ticket may be revoked by CSP, in its sole discretion, at any time and for any reason. Package tickets are intended for personal use by the Member and are not intended for commercial re-sale unless expressly authorized by CSP. The Member may not sell, give away, donate, sublicense, lease, lend, dispose of in any manner, or otherwise part possession with, any of the Member'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 CSP.
15. **RELOCATION.** CSP reserves the right to relocate the seats in the Member's Package occasionally during the regular season and at any time during the playoffs due to broadcast and/or Arena security requirements and for any other reason in its sole discretion. If such a relocation is required,

CSP will make every effort to relocate the Member (or the individual using any of the Member's Package tickets) to seats in a substantially similar or better location within the Arena.

16. **PERSONAL INFORMATION AND ELECTRONIC COMMUNICATIONS.** CSP may collect the following categories of personal information when the Member purchases its Package or otherwise interacts with CSP: personal information including contact information and financial information including payment details. CSP uses this information to process the Member's Package; provide the Member with goods, products or services; manage the Member's account; and enable the Member to customize features of CSP's services. For more details, please review CSP's Privacy Policy which can be found at <https://www.canadiantirecentre.com/privacy-policy/>. From time to time, CSP will send the Member electronic messages with information pertaining to its account (including messages with renewal, pick up or payment information or messages with other information related to the proper administration of the Member's account) or its Membership Benefits. CSP may also send the Member other types of electronic messages, such as offers of goods (including tickets) and services of CSP or GF in accordance with applicable laws; provided that the Member may at any time opt out of receiving such materials by following the unsubscribe instructions provided in any of these communications.
17. **AMENDMENTS.** CSP reserves the right to change all or any portion of these terms and conditions at any time, and from time to time. Where required by law or at its discretion, CSP will send the Member notice of such changes using the email address associated with Member's account on Ottawa Black Bears Account Manager, or using other means of contact available to CSP. Where required by law or at CSP's discretion, such notice will be given at least thirty (30) days before the amendment comes into force. Prior to the coming into force of the amendment, the Member may cancel the Agreement instead of accepting the amendment. To the fullest extent permitted by law, as the Member's sole remedy and where required by law, the Member may refuse the amendment and cancel the Agreement without cost or penalty. The Member's continued use of the Package following any announced change or after the date indicated in any notice of amendment will be deemed acceptance of any change to these terms and conditions.
18. **GENERAL.** This Agreement and the Ticketback Terms constitute the entire agreement between the parties. The waiver by CSP of strict observance or performance of any term of this Agreement or the Ticketback Terms or of any breach of this Agreement on the part of the Member or of any breach of the Ticketback Terms on the part of the Member or any individual using any of the Member's Package tickets shall not be held or deemed to be a waiver of any subsequent failure to observe or perform the same or any other term of this Agreement or the Ticketback Terms or any breach thereof. If any provision of this Agreement is adjudicated to be invalid, illegal or unenforceable, in whole or in part, such provision shall be deemed deleted to the extent that the expected benefits to be received by the parties are not materially changed, and all other provisions of this Agreement shall remain in full force and effect. Time shall be of the essence hereof and thereof.
19. **GOVERNING LAW.** These Terms shall be governed by the laws of the Province of Ontario, without regard to its conflict of laws provisions. Any action or proceeding arising out of or relating to the Agreement must be brought in the courts of the Province of Ontario. The Member 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.
20. **CONTACT US.** If the Member has any questions about the Agreement, it may contact CSP at 1000 Palladium Drive, Ottawa, Ontario, K2V 1A5, 613-599-0100, or seasonmembers@ottawablackbears.com.

