

## Bridgeport Islanders Season Ticket Holder Terms and Conditions

BY SUBMITTING A TICKET REQUEST TO THE ISLANDERS FOR SEASON TICKET(S), YOU ACKNOWLEDGE THESE TERMS AND CONDITIONS AND AGREE TO BE BOUND BY THEM IF YOUR REQUEST IS ACCEPTED.

These Bridgeport Islanders Season Ticket Holder Terms and Conditions (“Terms and Conditions”) govern and control the purchase of Bridgeport Islanders season tickets and/or multi-game ticket packages (each hereinafter referred to as “Season Ticket(s)”) by purchaser (“Licensee,” “you” or “your”) from The Connecticut Islanders, LLC (the “Islanders,” “Licensor,” “we,” “our” or “us”). The Terms and Conditions control if there is a conflict with: (w) the paper or digital Invoice (defined below); (x) the booklet containing the Season Tickets, if any (“Ticket Booklet”); (y) any evidence of the right of entry to Total Mortgage Arena (“Ticket(s)”); and/or (z) <https://am.ticketmaster.com/bridgeportarena/>.

**1. No Offer.** The Terms and Conditions and the Invoice, Ticket Booklet, Ticket and/or <https://am.ticketmaster.com/> do not constitute an offer. Any purchase of Season Ticket(s) shall not be completed, until the potential Licensee both: (a) acknowledges acceptance of and agrees to be bound by these Terms and Conditions (i.e., by signature on the agreement); and (b) receives a signed written notice of Licensor’s acceptance, which acceptance may be granted or withheld in our sole and absolute discretion and in all cases will be conditioned upon Licensee’s compliance with the Terms and Conditions, and confirmation of the purchase of the Season Ticket(s).

**2. Revocable License.** Licensor’s acceptance establishes the grant of a limited, non-renewable, revocable license for the Season Ticket(s) (the “License”). Licensor reserves the right to change the seat(s) covered by the Season Ticket(s) (the “Seat(s)”) to reasonably comparable Seats (as determined by Licensor) at Total Mortgage Arena or any venue that is deemed a “home” game for the Bridgeport Islanders by the American Hockey League (“AHL”) (each, the “Arena”). Each Ticket covered by the License represents a separate License which only permits: (x) entry to the Game identified on the Ticket and the publicly-accessible areas of the Arena at times determined by Licensor; and (y) sitting in the Seats. Risk of loss/theft of Ticket(s) passes to Licensee upon receipt. Valid Tickets (as determined by Licensor) must be presented to enter the Arena.

### **3. Tickets.**

a. The Licensee acknowledges and agrees that Season Ticket(s) are solely for certain AHL preseason games presented by the Bridgeport Islanders and played at Total Mortgage Arena (if any) and certain AHL regular season games presented by the Bridgeport Islanders and played at any venue that is deemed a “home” game for the Bridgeport Islanders by the AHL (each, a “Game”), and for the avoidance of doubt, shall not include tickets, or the right to purchase tickets, to (i) any other event or game, including, but not limited to, any AHL All-Star or any other special event (“League Special Event”) held in any venue or hosted by the AHL at the Arena or otherwise in which the Bridgeport Islanders participate and (ii) as discussed below in Section 5(a), playoff tickets for the Bridgeport Islanders. Each Ticket represents a limited, revocable license to attend the Game listed on the applicable Ticket. Tickets may be revoked, and admission may be refused, at any time for any reason upon a pro-rata account credit or refund equal to the price paid for the Ticket. Notwithstanding the foregoing, the Islanders reserve the right, without any refund paid, to refuse admission to, or eject any person whose conduct is deemed to be disorderly or otherwise fails to comply with these Terms and Conditions. Use of the Tickets is subject to the (i) terms and conditions set forth on the Tickets themselves, (ii) the Arena Rules (as defined below), (iii) AHL policies (“AHL Policies”), and (iv) applicable law.

b. Allocation of seats for all Season Ticket types are made from, and are subject to, available seat locations as determined by Licensor, in its sole and absolute discretion, at the time of purchase of the applicable License.

c. **ADA Terms and Conditions.** Tickets for accessible seats are intended solely for individuals with disabilities and their companions. If you purchase a ticket for an accessible seat, you represent and warrant that either you and/or one or more of your companions require use of accessible seat(s). The Islanders reserve the right to investigate and/or revoke your Season Ticket(s) if there is any suspected misuse of accessible seating. In addition, Total Mortgage Arena may redirect you and your party to non-accessible seats if you do not require such accommodations.

### **4. Account.**

a. **Ticket Invoice.** After submitting an order or establishing a Ticket account (an “Account”) with the Islanders that has been accepted by Licensor, the Licensee will have access to an invoice or written confirmation from the Islanders confirming the number of Tickets that the Licensee will receive, the Game(s) for which the Licensee will receive Tickets, any other benefits purchased by the Licensee, and a statement of amounts due from the Licensee (the “Invoice”).

b. **Licensee.** Licensee must be an individual living adult or legal business entity. The ticket holder is the person who actually uses the Ticket to rightfully enter the Arena for the Game (“Ticket Holder”). The Account is the online account designated by the Islanders for the Licensee to use to manage the Tickets, payments, and other rights and obligations of the Licensee. The Licensee of record is listed on the Account as the primary contact; provided that with regard to corporate accounts, any authorized corporate officer may act.

Licensees are encouraged to keep an active email address on file with the Islanders. Email is often the first method of contact for reaching Licensees about invoice reminders, Game time changes, season ticket holder-only contests and promotions, surveys and special invitations.

c. **Account Changes.** Changes to the name of the Licensee and credit card account information must be submitted to the Islanders in writing and bear the signature of the Licensee. Only the Licensee named on the Invoice may conduct transactions involving the Tickets. The Islanders retain the exclusive right to settle, in its sole and absolute discretion, any and all disputes concerning the ownership of an Account or disputes as to who is the Licensee.

d. **TILA.** Licensee's Season Tickets may be subject to the terms of the Truth in Lending Act ("TILA"). Licensee hereby acknowledges awareness that (i) Licensee is not being assessed a finance charge for participating in a payment plan, if any; (ii) the fees are not subject to any assessed interest; (iii) Licensee is not subject to any pre-payment penalty for paying the fees in advance of the designated payment plan dates; and (iv) late payments are subject to these Terms and Conditions. Licensee hereby further acknowledges that Licensee has been provided with all necessary information relating to the purchase of Season Tickets and Licensee's participation in any payment plan, and that the Islanders have Licensee's express authorization to process payment of the fees and the payment plan, if any. Should Licensee have any questions regarding Licensee's rights under TILA as it may relate to Licensee's payment for Season Tickets, please be advised that Licensee may contact the Islanders' Legal Department.

## 5. Licensee Rights.

a. **Right to Purchase Playoff Tickets.** Admission to any Bridgeport Islanders playoff game(s) are/is not included with Licensee's purchase of Season Tickets. Licensor may elect to extend to Licensee the opportunity to purchase playoff tickets in the same Seat(s) and may do so under such terms as Licensor determines in its sole and absolute discretion. The availability of Licensee's Seat(s), however, is subject to existing or future commitments of the AHL, Total Mortgage Arena, and Licensor, including commitments of AHL broadcast partners, and Licensor therefore reserves the right to offer Licensee a different seat location if Licensee's Seat(s) is/are not available as determined by Licensor in its sole and absolute discretion. If Licensor does extend such opportunity to Licensee, playoff tickets must be purchased for all playoff rounds offered by Licensor to the Licensee (unless otherwise stated by Licensor); otherwise all such playoff tickets will be released for public sale or otherwise allocated by Licensor.

b. **Right to Purchase Future Tickets.** Licensor reserves the rights, in its sole and absolute discretion, to provide, or decline to provide, the Licensee with the opportunity to purchase any Season Ticket(s) for any subsequent season at any point and for any reasons whatsoever (i.e., with or without cause), to rescind any such Season Ticket(s) opportunity prior to delivery by Licensor to Licensee of written notice that a Season Ticket(s) purchase has been accepted and consummated, and/or to change the seat location previously assigned to any Licensee by providing a new Season Ticket(s) opportunity in a new seat location.

c. **Resale of Tickets.** Any direct or indirect sale, resale, auction, assignment or transfer (collectively, "Resale") of Tickets must be done in accordance with applicable laws ("Laws"). Any Resale in violation of Laws constitutes a material breach of the License and Terms and Conditions. Any attempt by two (2) or more persons to gain admission with both a cancelled Ticket and any reissued Ticket whether as part of a Resale transaction and/or otherwise transferred by Licensee constitutes a material breach of the License and Terms and Conditions. Connecticut law provides that no person shall resell any ticket(s) to an entertainment event on the date of the event within one thousand five hundred (1,500) feet of the venue for more than the face value of such ticket(s) unless authorized in writing by the venue or sold in a permanent office maintained by the reseller that is within one thousand five hundred (1,500) feet of the venue.

d. **Promotional Use of Tickets.** No Ticket may be used for advertising, promotion (including contests, giveaways or sweepstakes), charitable, trade or commercial purposes without Licensor's prior written consent. Any violation of the foregoing is the sole responsibility of Licensee. Licensor will investigate any violations of the License and/or Terms and Conditions. The failure of Licensee or any Ticket Holder to cooperate with any investigation constitutes a material breach of the License and Terms and Conditions.

## 6. Limitations and Conditions to Use.

a. **Cancellation, Modification or Termination of Games.** Licensee and Ticket Holders acknowledge and agree that the Islanders and/or AHL may cancel, postpone, reschedule or relocate games for any reason, as determined in its/their sole and absolute discretion, as well as to modify or discontinue, temporarily or permanently, any aspect of the rules, operations and presentations of AHL games and events ("Preemption"). Game opponents, locations, dates and times are subject to change without notice.

b. **Personal Property.** The Islanders and the Arena are not responsible for loss of personal property brought into the Arena.

c. **Searches.** Ticket Holders consent to searches by the Islanders, the Arena, or their designated agents of all persons, bags, clothing and other articles prior to entry into the Arena. The Islanders reserve the right to require removal of items the Islanders deem, in its sole discretion, to be potentially dangerous, inflammatory or inappropriate.

d. **Recording and Broadcast Rights.** The AHL, the Islanders 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 Bridgeport Islanders games. Licensee and Ticket Holders may not use any broadcast or make any video or audio recording of any Bridgeport Islanders game for any commercial purpose.

e. **No Relationship.** This License confers no rights to directly or indirectly create, depict, imply or infer that you or any of your invitees are associated or affiliated with, or are an official or unofficial business partner, advertiser, marketer, promoter or sponsor of, the Islanders.

7. **Payment.** All Ticket payments are due by the date indicated on the Invoice, **TIME BEING OF THE ESSENCE**. In the event that you elect to pay for your Tickets in multiple installments, you authorize the Islanders to charge the credit card on file, or any substitute credit card you later provide, for each installment on or after the date it is due. We may require Licensee to submit a non-refundable deposit, as determined in the Islanders' sole and absolute discretion, to establish an account and/or reserve the Tickets. Failure to make payment by the due date may result in Licensor retracting its License offer or revoking any License (or the barcode of previously issued Tickets deactivated), with loss of Licensee benefits in the future. Any payment plan granted by Licensor is merely an accommodation and does not entitle Licensee to: (a) any portion of Tickets and/or Games if the full Ticket price is not paid; and/or (b) apportion any payment to any Tickets and/or number of Games. We reserve the right to 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 Licensee. Such late fee shall be in addition to, and not in lieu of, all other rights and remedies available to Licensor. Should a Licensee fall multiple installments behind, the Islanders reserve the right to accelerate payments or require immediate payment of the entire unpaid balance. Nonpayment may result in the cancellation of your License and its associated benefits. Ticket cancellation will not release Licensee from the Licensee's obligation to pay all amounts due. Licensor reserves all equitable and legal remedies, including with respect to collection of any unpaid amount(s) under this License. Licensor reserves the right to charge a processing fee in the event a credit card charge is refused for any reason. All returned or dishonored checks will be subject to a charge of \$20. All payments under this License shall be made without offset or deduction.

#### 8. **Licensor's Policies.**

a. Subject to such exceptions as may be granted by Licensor, Licensee must be 18 years of age or older. All License account information provided (e.g., Licensee name, billing/mailling/email addresses, phone and other contact information), including as reflected on Account Manager, must be the Licensee's true personal (or, if a corporate account, corporate) information, and not that of any third party. All payments relating to this License must be made to Licensor directly by the Licensee (by the Licensee's check or credit card) and not by any third party. False or misleading information may subject the License to revocation. Licensor reserves the right to require submission of valid identification and/or other proof of information provided.

b. Licensor's policy is to limit to four (4) the number of per-game Tickets any single customer may purchase, control, coordinate, manage or direct. Licensor may determine, in its sole and absolute discretion, whether multiple Licenses are for a "single customer," which term shall include (without limitation) any of the following: a business entity, or other organization; a family or household unit; a set of accounts that are in any way tied, linked, or related to a specific individual, entity, or organization; or any other group of individuals, entities, or organizations that Licensor has determined, in its sole and absolute discretion, is in any way affiliated with each other or under common ownership, control or direction. A prospective purchaser may not avoid the four-Ticket limit by purchasing, controlling, coordinating, managing or directing Licenses through, for example, aliases, separate forms of payment, separate corporate entities or third parties. Licensor reserves the right to enforce this Ticket limit policy strictly, including by refusing to sell Licenses that would cause this policy to be violated, and by revoking Licenses relating to any account determined after initial purchase to have violated this policy. Licensor also reserves the right to make exceptions to this policy, in its sole and absolute discretion.

c. Licensor reserves the right, with or without issuing a refund, to revoke the License, refuse admission to or eject from the Arena any Ticket Holder who: (i) is or appears to be impaired or otherwise under the influence of alcohol or an illegal substance; (ii) conceals alcohol, illegal substances or other prohibited items while attempting to enter the Arena; (iii) acts in a manner that is unruly, disruptive, destructive or illegal; (iv) uses derogatory, foul and/or abusive language and/or gestures; (v) interferes with the rights of any other attendee at the Arena; (vi) displays and/or wears and fails to cover obscene, indecent and/or inappropriate clothing; (vii) exposes him/herself; or (viii) otherwise violates the Arena's Code of Conduct, ordinances, rules, requirements, directives, regulations (collectively, "Arena Rules"). Licensee agrees to be responsible for the conduct of all guests using the Tickets.

d. Neither you nor any of your invitees shall place or display any signs, banners, merchandise, advertising, corporate identifications or symbols, flags, pennants or emblems of any kind in or outside of the Arena. Neither you nor any of your invitees shall use any tripods, extended zoom lenses, other professional camera equipment, movie cameras, flash photography or any video or audio recording equipment anywhere in the Arena. Neither you nor any of your invitees shall directly or indirectly solicit or otherwise seek, social, political, religious or charitable contributions or otherwise promote any social, political, religious or charitable cause in or outside of the Arena. You, individually and on behalf of your invitees, recognize that the names, trademarks, logos, copyrights and intellectual property (collectively, "Intellectual Property") owned by the Islanders represents valuable assets of the Islanders and that substantial recognition and goodwill are associated with such Intellectual Property. Nothing contained herein grants you or any of your invitees the

right to use any Intellectual Property without the prior written consent of the Islanders, which consent may be withheld in the Islander's sole and absolute discretion.

e. Views and lines of sight from the Seats may be impacted by numerous conditions including, without limitation: (a) as a result of game/Arena conditions (e.g., Arena setup, umpires, referees, players, coaches, etc.); (b) protective devices/netting; (c) the manner of play and/or the rink configuration; (d) Arena signage; (e) Arena and production personnel (e.g., ice crew, security, cameramen, photographers, etc.) and their equipment (e.g., sound equipment, cables, etc.); (f) other guests/fans and their property (e.g., hats, etc.); and (g) configuration of the Arena's seating bowl (e.g., aisle seating, ADA seating, etc.). Such conditions shall not entitle Licensee to any compensation, credits, rebates, refunds, offsets, make-goods or other remedies.

f. The resolution of all disputes regarding Tickets and this License and any rights that may arise from your purchase or possession shall be made by the Islanders in its sole and absolute discretion.

## **9. Risks and Limitation of Liability.**

a. **Lost Tickets.** The Islanders are not responsible for lost, stolen, misplaced or forgotten Tickets. The Islanders shall not be obligated to admit a Ticket Holder to a Game unless a valid Ticket is presented. We may, in our sole and absolute discretion, issue replacement tickets for lost or stolen Tickets, but are under no obligation to do so.

b. **Refunds.** ALL TICKET SALES ARE FINAL. Unless specifically provided in this section, there will be NO CREDITS, EXCHANGES OR REFUNDS PROVIDED FOR TICKETS ONCE ORDERED. Deposits may be refunded in the sole and absolute discretion of the Islanders. Tickets will not be refunded for any Game held on the date scheduled. In the rare event of a cancellation or postponement of a Game, the Islanders will announce applicable policies and procedures at that time. To request a refund for unused playoff credit (following the final home playoff game) or Account credit (after the current season is paid in full), the Licensee must make the request in writing. Refunds issued by the Islanders at any time will be in the same manner in which the original payment was made (e.g., refunds from credit card purchases will be credited to the same credit card). Refunds if made will be processed within 30 business days of receipt of the request.

c. **Assumption of Risk and Grant of Rights.** DESPITE ENHANCED SPECTATOR SHIELDING MEASURES, PUCKS STILL MAY FLY INTO THE SPECTATOR AREA. SERIOUS INJURY CAN OCCUR. STAY ALERT AT ALL TIMES INCLUDING DURING WARMUP AND AFTER THE PLAY STOPS. IF STRUCK, IMMEDIATELY ASK AN USHER FOR DIRECTIONS TO A MEDICAL STATION. THE TICKET HOLDER ASSUMES ALL RISK AND DANGER OF PERSONAL INJURY AND ALL OTHER HAZARDS ARISING FROM OR RELATED IN ANY WAY TO THE GAME FOR WHICH THE TICKET WAS ISSUED, WHETHER OCCURRING PRIOR TO, DURING, OR AFTER THE GAME, INCLUDING SPECIFICALLY (BUT NOT EXCLUSIVELY) THE DANGER OF BEING INJURED BY HOCKEY PUCKS AND STICKS, OTHER SPECTATORS OR PLAYERS, OR BY THROWN OBJECTS. Such risks and dangers include, but are not limited to, any and all personal or property injury or death and also include those risks and dangers inherent to and arising out of exposure to communicable diseases, including the novel coronavirus ("COVID-19"). COVID-19 has been declared a worldwide pandemic by the World Health Organization. COVID-19 is an extremely contagious disease that is believed to be spread mainly from person-to-person contact, which can lead to serious illness and other health complications, including death. According to the Centers for Disease Control, senior citizens and people with underlying health conditions are especially vulnerable. An inherent risk of exposure to COVID-19 exists in any public place where people are gathered. As a result, federal, state and local governments and federal, state and local health agencies recommend social distancing and following certain safety measures. Attending events at the Arena may involve coming into close contact with other individuals. To help reduce the likelihood of exposure to COVID-19, patrons are expected to follow CDC and/or any applicable local guidelines, which include, but are not limited to, the wearing of facial coverings, washing their hands, maintaining social distancing, covering their mouth when sneezing and avoiding touching their eyes, nose and mouth while in the Arena. While the Arena will take preventative measures designed to reduce the spread of COVID-19, neither the Arena nor the Islanders can guarantee that you or your Guest(s) (including your child(ren)) will not become infected with COVID-19 by attending a hockey game or other event at the Arena. By signing below, you acknowledge that you have read this paragraph and that you know, understand and appreciate the risks associated with attending events at the Arena, including that you or your Guest(s) (including your child(ren)) may be exposed to or infected with COVID-19 and that such exposure may result in personal injury, illness, permanent disability and/or death. You acknowledge that, notwithstanding the foregoing, by signing below, you are voluntarily attending such event at the Arena and in doing so you are assuming all of the inherent risk of doing so. The Ticket Holder agrees that the Arena, AHL, its officers and employees, the participating clubs, their officers, players, employees and agents are expressly released by the Ticket Holder, to the fullest extent permitted by law, from claims arising from any such causes. By use of the Ticket, the Ticket Holder (i) agrees not to transmit or aid in transmitting any description, account, picture, video, audio or reproduction of the Game for which the Ticket is issued, and (ii) grants permission to the AHL, the Islanders, the other AHL teams and their respective agents to utilize the Ticket Holder's name, image, voice and/or likeness in any recorded audio, video or photographic display or other transmission or reproduction of a Game in which the Ticket Holder attends, in whole or in part, without notification to, or authorization of approval by, the Ticket Holder or compensation of any kind.

d. **Non-Occurrence of Game.** In the event that any Game, for which Tickets have been sold to the Ticket Holder, is not rescheduled or otherwise not played in a venue that is accessible to spectators for any reason, including, but not limited to, Preemption, then the failure of such Game to be played shall in no way be deemed, argued or construed to be a breach by the Islanders of any terms, conditions, agreement or any other duties or obligations in connection with the sale and use of the Tickets and, in such event, the Ticket Holder's sole remedy shall be a pro-rata account credit or refund equal to the price paid for these Tickets (i.e., the Tickets for the Game(s) not played) as specified in the Invoice, and the Ticket Holder hereby waives and releases any and all claims it may have against the Islanders and/or the AHL with respect to such Game(s) not played at the Arena.

e. **Limitation of Liability.** LICENSOR'S LIABILITY FOR DAMAGES OF ANY KIND ARISING OUT OF THE PURCHASE OR POSSESSION OF A SEASON TICKET, INCLUDING BREACH OF CONTRACT, IS LIMITED TO A REFUND OF THE PURCHASE PRICE OF YOUR TICKETS FOR REMAINING ISLANDERS HOME GAMES AT THE ARENA DURING THE TERM. THIS REMEDY IS EXCLUSIVE. IN NO EVENT SHALL THE ISLANDERS BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ANY HINDERANCE OR DELAY BROUGHT ABOUT BY ANY FORCE MAJEURE EVENT.

f. **Indemnification.** Licensee shall indemnify, defend and hold harmless Licensor, Harbor Yard Sports and Entertainment, LLC, New York Islanders Hockey Club, L.P., the AHL and its member clubs, Arena sponsors, the City of Bridgeport, Total Mortgage Services, LLC, OVG Facilities, LLC, the National Hockey League ("NHL") and each of the foregoing's respective subsidiaries and affiliates, and their respective officials, limited and general partners, owners, employees, officers, directors, managers, members, agents, licensees, affiliates, successors and assigns (collectively, the "Licensor Indemnitees"), from and against all claims, demands, liabilities, losses, damages, costs and expenses, including, without limitation, reasonable attorneys' and professionals' fees and expenses and taxes (including in any action between Licensee and Licensor or any other indemnitees), arising from the use of any Ticket. The attorneys selected to defend any Licensor Indemnitee shall be subject to Licensor's prior written approval. The provisions of this Section 9(f) shall survive any expiration or termination of the License.

g. **No Personal Liability.** No general partner of Licensor shall have any personal liability with respect to any of Licensor's obligations under the Terms and Conditions by reason of his/her/its/their status as general partner. In addition, no limited partner, member, officer, director, stockholder or other holder of any ownership interest of or in Licensor shall have any personal liability with respect to Licensor's obligations under the Terms and Conditions by any reason of his/hers/its/their status as limited partner, member, officer, director, stockholder, interest holder or otherwise.

## 10. ADDITIONAL TERMS

a. **AHL Rules.** These Terms and Conditions shall in all respects be subject to and subordinate to each of the following, as such may be amended from time to time: (a) the AHL Constitution; (b) the AHL By-laws; (c) all other rules, regulations and policies of the AHL and the resolutions of its Board of Governors; (d) any collective bargaining agreement between the AHL and/or its member clubs and other parties; (e) all consent decrees and settlement agreements entered into, between or among the AHL and its member clubs or the AHL, AHL member clubs and/or other persons in furtherance of AHL business or interests or as otherwise authorized directly or indirectly by the AHL Board of Governors, the AHL Commissioner, or the AHL Constitution; (f) any television or cable, radio, or other media network agreements between the AHL and third parties; (g) any national corporate marketing, licensing, sponsorship or similar agreements between the AHL (or AHL affiliates) and third parties; and (h) any of the foregoing at the NHL level, including, without limitation, NHL rules, regulations, and/or policies); and all as the same may now exist or hereafter be amended or enacted or as they may be interpreted by the Commissioner of the AHL and/or NHL (as applicable).

b. **Ticketmaster.** These Terms and Conditions are also subject to the Ticketmaster terms available at <http://www.ticketmaster.com/h/terms.html>. Under no circumstances shall Licensor or any of its affiliates be deemed to be an affiliate of, or otherwise have any liability or responsibility for obligations of, Ticketmaster.

c. **Governing Law.** The Terms and Conditions and the License are governed by Connecticut law without regard to its conflict of law principles. Any violation of Connecticut law by Licensee constitutes a material breach of the License and the Terms and Conditions.

d. **Severability.** If any provision of these Terms and Conditions is determined to be invalid, illegal or unenforceable, then such provision shall be deemed to be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating or rendering unenforceable the remaining provisions of these Terms and Conditions.

e. **Notices.** Notices and requests from the Islanders are communicated to Licensees via several methods, independent of and/or in combination with each other, including, but not limited to, the United States Postal Service, telephone, fax, or email. It is the Licensee's sole responsibility to maintain accurate, current, and complete contact information on their Account. Any written notices to the Islanders should be made to: Bridgeport Islanders, 600 Main Street, Bridgeport, Connecticut 06604, Attn: Ticket Sales, with a copy to Bridgeport Islanders, 15 Verbena Avenue, Floral Park, New York 11001, Attn: EVP & General Counsel.

f. **Amendments and Reservation of Rights.** The Islanders may amend or supplement these Terms and Conditions as it deems necessary on an on-going basis. Amendments, revisions and/or information about the Account terms and these Terms and Conditions

may be sent to Licensee or posted on the Islanders website from time to time. Licensee is responsible for reading and complying with all information, revisions and amendments. Enforcement of these Terms and Conditions shall be at the Islanders' sole and absolute discretion and the Islanders reserve the right to take whatever action the Islanders' deem necessary depending upon the circumstance or situation. Licensor's exercise of any decision, determination, grant and/or reservation of right shall be at Licensor's sole and absolute discretion. The Islanders reserve the right to change your seat location at any time.

g. **Assignment.** Except as expressly provided in these Terms and Conditions, Licensee may not assign or transfer any of its rights or obligations under this agreement without the express written consent of the Islanders which may be withheld for any or no reason. In the event of any attempt by Licensee to offer, sell, assign or transfer its Tickets or other rights under these Terms and Conditions in violation of these Terms and Conditions, the Islanders shall have the right, but not the obligation, to terminate these Terms and Conditions and the Licensee's Account and Tickets.

h. **Waiver.** No waiver by Licensor of any breach by Licensee of these Terms and Conditions shall be construed to be a waiver or release of any other subsequent breach by Licensee hereunder and no failure or delay by Licensor in the exercise of any remedy provided for herein shall be construed to constitute a waiver thereof or any other right or remedy available to Licensor.

i. **Remedies.** The remedies contained herein are cumulative and shall not limit or exclude any other right or remedy otherwise available to Licensor at law or in equity.

j. **Dispute Resolution.**

(i) Licensor and Licensee agree that a representative of each of them will attempt in good faith to resolve any material dispute (including any alleged breach hereunder, each a "Dispute"), which if not resolved within five (5) days, will entitle either party to initiate arbitration pursuant to subsection (ii) of Section 10(j), by delivery of written notice to the other party. The parties agree that no arbitration shall be: (A) certified as a class action or proceed as a class action, or on a basis involving claims brought in a purported representative capacity on behalf of the general public, other customers or potential customers or persons similarly situated and (B) consolidated with, or joined in any way with, any other arbitration. **THE PARTIES AGREE TO ARBITRATE ANY DISPUTE ON AN INDIVIDUAL BASIS AND EACH WAIVES THE RIGHT TO PARTICIPATE IN A CLASS ACTION.**

(ii) Subject to subsection (i) of Section 10(j), the parties agree to submit any unresolved Dispute to binding arbitration in Bridgeport, Connecticut pursuant to the Expedited Procedures of the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect (the "Expedited Procedures"), except where those rules conflict with this subsection (ii) of Section 10(j), in which case this subsection (ii) will control.

(iii) Subject to the Expedited Procedures, the parties will seek to (A) select a neutral arbitrator experienced in arbitrating commercial, sports-related business and/or ticket disputes (the "Designated Arbitrator"). If the parties are unable to reach agreement upon the Designated Arbitrator within ten (10) days following the initiation of the arbitration provisions, the AAA will select the Designated Arbitrator. The fees and expenses of the Designated Arbitrator and AAA will be borne equally by the parties.

(iv) The arbitration hearing will conclude no later than thirty (30) days after the date on which the Designated Arbitrator is selected. The Designated Arbitrator will set the date(s) for the arbitration hearing ("Hearing"), make determinations based solely on the documents and other evidence presented at the arbitration hearing, render a decision regarding the dispute within ten (10) business days after the conclusion of the Submission Period (defined below) and provide reasonable discovery according to the time limits specified herein, including document demands and depositions; provided, each party will be limited to a total of fifteen (15) hours of deposition testimony from all fact and expert witnesses. The Designated Arbitrator will schedule multiple hearing days consecutively to the extent possible.

(v) Within three (3) business days following the conclusion of the Hearing (the "Submission Period"), each party will submit to the Designated Arbitrator and the other party its good faith proposal as to the resolution of the Dispute ("Dispute Resolution Proposal"). A party who fails to timely submit its Dispute Resolution Proposal will be deemed to have accepted the Dispute Resolution Proposal submitted by the other party. The Designated Arbitrator will, within ten (10) business days after the submission date, render a written opinion adopting only one (1) party's Dispute Resolution Proposal as the only acceptable resolution of the Dispute (the "Opinion"). The Designated Arbitrator will have no power or authority to impose any resolution not specified in the accepted Dispute Resolution Proposal. The Opinion will be final and binding on the parties. Neither of the parties may apply to any court to vacate, modify or appeal the Opinion, but may apply to an appropriate court solely for the purpose, if necessary, of enforcing the recognition of the Opinion.

(vi) Except as necessary in connection with a judicial challenge to or enforcement of the Opinion, or unless otherwise required by law or judicial decision, the parties agree that the arbitration will be confidential. All conduct, statements, promises, offers, views and opinions expressed, orally or in writing, during the arbitration by any party or a party's agent, employee or attorney will remain confidential and, where appropriate, will be considered work product and privileged. The existence and the results of the arbitration will be maintained by the parties and their respective agents, employees, professionals and attorneys as confidential at all times. The confidentiality obligation covered by this subsection (vi) of Section 10(j) shall survive indefinitely.

(vii) If a party does not participate in the arbitration in good faith, attempts to frustrate the arbitration and/or the arbitration reaches an impasse, then the other party shall be relieved from participating in any arbitration and may immediately proceed with any legal action, suit or proceeding in the United States District Court for the District of Connecticut or, if such court does not have jurisdiction, the Connecticut Superior Court, Fairfield County. Licensee expressly and irrevocably accepts and submits to the exclusive jurisdiction and venue of the aforementioned courts in personam and waives any forum non conveniens claim. Licensee further acknowledges and agrees that any Dispute in such courts is likely to involve complicated and difficult issues and hereby irrevocably and unconditionally waives any right it may have to a trial by jury in respect to any litigation contemplated hereunder. Licensee further certifies and acknowledges that: (i) no representative, agent or attorney of Licensor has represented, expressly or otherwise, that Licensor would not, in the event of litigation, seek to enforce Licensee's waiver of a trial by jury; (ii) it understands and has considered the implications of Licensee's waiver of a trial by jury; (iii) it makes such waiver voluntarily; and (iv) it has induced Licensor to enter into this License by, among other things, its waiver of a trial by jury and the certifications contained in this subsection (vii) of Section 10(j).