

CHARLOTTE HORNETS GAMEDAY/EVENT TICKET TERMS & CONDITIONS

GAME DATES AND TIMES ARE SUBJECT TO CHANGE WITHOUT NOTICE

1. PLEASE READ THE FOLLOWING TERMS CAREFULLY AS THEY GOVERN YOUR RIGHTS UNDER THE TICKET AND CONTAIN A BINDING, INDIVIDUAL ARBITRATION AND CLASS-ACTION WAIVER PROVISION BY WHICH YOU GIVE UP THE RIGHT TO FILE A LAWSUIT IN COURT INDIVIDUALLY OR AS PART OF A CLASS ACTION WITH RESPECT TO ANY DISPUTES RELATING TO THE TICKET OR THE SPECIFIED GAME OR EVENT FOR WHICH IT IS ISSUED.

2. This ticket is a revocable license, and the holder of this ticket, on behalf of the holder and any accompanying minor, including a minor holding a separate ticket (individually and collectively, the "Holder"), agrees to all of its terms. The Holder agrees that this ticket license is subject to these terms and conditions, as well as any additional terms and conditions established by the Charlotte Hornets and/or its affiliates (the "Team"), the National Basketball Association and/or its affiliates (the "NBA"), and any operator of the arena or related arena grounds (including, without limitation, parking areas and entry gates) (the "Arena") at which the event or any surrounding activities (in whole or in part) for which this ticket is issued (the "Event") is held (collectively, all such additional terms, "Supplemental Terms"). TERMS SET FORTH AT THE FOLLOWING URL: <https://www.nba.com/hornets/ticketback>. By acceptance and/or use of this ticket and/or entering (or seeking entry into) the Arena, the Holder is deemed to have read all such terms and agreed to be bound by them.

3. This ticket and the Holder's admission to the Arena are subject to all safety and health requirements and policies relating to the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation or variation thereof, collectively, "COVID-19") put in place by the Team, NBA, and Arena, including those policies and requirements described in the Supplemental Terms. Such policies and requirements as they may be updated from time to time (in the sole determination of the Team, NBA and/or Arena) and as they may be communicated to the Holder prior to or during the Event (whether orally or in writing) by, for example, instruction provided by Team or Arena personnel or signage in or around the Arena, are collectively referred to below as the "Safety Requirements." The Holder acknowledges and agrees to comply with the Safety Requirements (including all requirements that must be satisfied prior to or during the Event) and acknowledges and agrees that attendance at the Event is conditioned on such compliance.

4. The Holder agrees, on behalf of the Holder and Holder's Related Persons (defined below), that the Holder and each such other individual will not attend the Event if any one or more of the following is true on the day of such Event:

- Within the prior 10 days, any such individual has returned a positive or inconclusive test result for COVID-19;
- Within the prior 5 days, any such individual was exposed to someone who has tested positive for COVID-19 while such individual was not (i) up to date on vaccination against COVID-19, as defined by the Centers for Disease Control and Prevention ("CDC"), or (ii) recently recovered from a confirmed prior infection of COVID-19 within the past 90 days; or
- Any such individual is experiencing symptoms associated with COVID-19 (e.g., sore throat, cough, nasal congestion) and has not returned a negative test result from an FDA-authorized test collected after symptom onset and within 1 day prior to the Event.

Notwithstanding the foregoing, the individual may attend the Event if such individual has received clearance by a healthcare provider or public health authority, or pursuant to applicable public health guidelines, not to quarantine or isolate.

5. To ensure that all Event patrons agree to, and comply with, all Safety Requirements and all other NBA, Team and Arena rules, this ticket may not be resold or offered for resale on any platform other than a platform expressly authorized by the Team or the NBA. Without limiting the foregoing, any transfer of this ticket to any person who fails to satisfy any Safety Requirement (including pre-Event requirements established by the Team or Arena) may be voided by the Team and this ticket cancelled.

6. ALL TICKET SALES ARE FINAL. NO REFUNDS, CREDITS OR EXCHANGES EXCEPT AS PROVIDED HEREIN. THE SOLE AND EXCLUSIVE REMEDY (IF ANY) IF ADMISSION IS REFUSED OR REVOKED, OR THE EVENT IS CANCELLED AND NOT RESCHEDULED, IS A REFUND OF UP TO THE TICKET'S FACE VALUE SET BY THE TEAM (THE "FACE VALUE"). IN NO EVENT SHALL THE TEAM, NBA, OR ARENA BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES OF ANY KIND, OR ANY DAMAGES BEYOND THE FACE VALUE OF THE TICKET, INCLUDING, WITHOUT LIMITATION, ANY AMOUNT PAID IN EXCESS OF FACE VALUE FOR THIS TICKET.

The Event date and time (and gate opening) are subject to change at the Team's sole discretion, and no such change shall entitle the Holder to a refund or other remedy if the Holder cannot attend or for any other reason. The Holder may be relocated in the Team's sole discretion, and no such relocation shall entitle the Holder to a refund or other remedy if the Holder is relocated to a seat or location of comparable Face Value.

7. The Holder agrees not to create, transmit, distribute, misappropriate or sell (or aid in creating, transmitting, distributing, misappropriating or selling), in any media now or hereafter existing, any description, account (whether text, data or visual, and including (without limitation) play-by-play data), picture, photograph, image, video, audio, livestream or other form of exploitation or reproduction of the Event (collectively, "Event Works"). Notwithstanding the foregoing, the Holder agrees that by causing this ticket to be scanned upon entry, the Holder shall be deemed to have signed the ticket and granted to the Team and NBA an exclusive worldwide, irrevocable, perpetual, sub-licensable, royalty-free license to all rights associated with any Event Works. This ticket may not be used for any form of commercial or trade purposes, including, but not limited to, advertising, promotions, contests, sweepstakes, giveaways, gambling, or gaming activities, without the express written consent of the Team and NBA.

8. Breach of any of these terms, failure to comply with Safety Requirements or NBA, Team and/or Arena rules, or the refunding to the Holder of the Face Value, shall automatically terminate any rights that the Holder may have hereunder; shall render illegal and unauthorized the Holder's use of the ticket for any purpose; and shall authorize the Team and/or the NBA to withdraw the ticket, refuse admission to the Arena, or eject the Holder from the Arena, without refund or credit in each case, and subject the Holder to all legal remedies available to the NBA, Team and/or Arena.

9. THE HOLDER EXPRESSLY ACKNOWLEDGES AN INHERENT RISK OF EXPOSURE TO COVID-19 EXISTS IN ANY PLACE WHERE PEOPLE GATHER AND THAT NO PRECAUTIONS (INCLUDING THE SAFETY REQUIREMENTS DESCRIBED ABOVE) CAN ELIMINATE THE RISK OF EXPOSURE TO COVID19. COVID-19 IS AN EXTREMELY CONTAGIOUS DISEASE THAT CAN LEAD TO SEVERE ILLNESS AND DEATH. WHILE PEOPLE OF ALL AGES AND HEALTH CONDITIONS HAVE BEEN ADVERSELY AFFECTED BY COVID-19, CERTAIN CATEGORIES OF PEOPLE HAVE BEEN IDENTIFIED BY PUBLIC HEALTH AUTHORITIES AS HAVING GREATER RISK BASED ON AGE AND UNDERLYING MEDICAL CONDITIONS. THE HOLDER OF THIS TICKET VOLUNTARILY ASSUMES ALL RISK AND DANGER OF PERSONAL INJURY (INCLUDING DEATH), SICKNESS (INCLUDING ILLNESS AND OTHER RISKS OF EXPOSURE TO COVID-19, OR ANY OTHER COMMUNICABLE DISEASE OR ILLNESS, OR A BACTERIA, VIRUS OR OTHER PATHOGEN CAPABLE OF CAUSING A COMMUNICABLE DISEASE OR ILLNESS), LOST, STOLEN, DAMAGED OR CONFISCATED PROPERTY, AND ALL OTHER HAZARDS ARISING FROM, OR RELATED IN ANY WAY TO, THE EVENT

(INCLUDING COMPLYING WITH THE SAFETY REQUIREMENTS), WHETHER OCCURRING PRIOR TO, DURING OR AFTER THE EVENT, HOWEVER CAUSED AND WHETHER BY NEGLIGENCE OR OTHERWISE.

10. On behalf of the Holder and the Holder's Related Persons (defined below), the Holder further hereby releases (and covenants not to sue) each of the Released Parties (defined below) with respect to any and all claims that the Holder or any of the Holder's Related Persons may have (or hereafter accrue) against any of the Released Parties and that relate in any way to (i) exposure to COVID-19; (ii) entry into, or presence within or around, the Arena or the Event (including all risks related thereto) or compliance with any protocols or Safety Requirements applicable to the Event; or (iii) any interaction between the Holder and the Holder's Related Persons, on the one hand, and any personnel of any of the Released Parties present at the Event, on the other hand, in each case whether caused by any action, inaction or negligence of any Released Party or otherwise.

As used herein:

- **"Related Persons"** means the Holder's heirs, assigns, executors, administrators, next of kin, anyone attending the Event with the Holder or for whom Holder has obtained an Event ticket (which persons the Holder represents have authorized the Holder to act on their behalf for purposes of these terms), and other persons acting or purporting to act on the Holder's or their behalf.
- **"Released Parties"** means: (i) the National Basketball Association and its member teams (including the Team), and each of their respective direct and indirect owners, affiliates, players and coaches, administrators, designees, licensees, and other personnel; (ii) the direct and indirect owners, lessees and sublessees of the Arena; (iii) all third parties performing services at the Arena; (iv) any parents, subsidiaries, affiliated and related companies of each of the entities described in clauses (i)-(iii); and (v) the officers, directors, owners, members, managers, partners, employers, employees, agents, contractors and sub-contractors (and employees of such contractors and sub-contractors), insurers, representatives, other personnel, successors and/or assigns of each of the foregoing entities and persons described in clauses (i) - (iv), whether past, present or future and whether in their institutional or personal capacities.

11. The Holder and the Holder's belongings may be searched upon entry into the Arena and/or other security checkpoints, prohibited items (which may include, without limitation, bags) may be confiscated at the sole discretion of the NBA, Team and/or Arena, and the Holder hereby consents to the foregoing and waives any related claims that might arise against the NBA, Team, or Arena. If the Holder elects not to consent, the Holder will be denied entry into the Arena without refund or credit.

12. The Holder grants permission to the NBA and Team (and their respective designees and agents) to utilize the Holder's image, likeness, actions, and statements in any live or recorded audio, video, film, or photographic display or other transmission, exhibition, publication, or reproduction made of, or at, the Event in any medium, whether now known or hereafter created, or context for any purpose, including commercial or promotional purposes, without further authorization or compensation. In addition, the Holder grants to the NBA and Team permission to collect, use, share and store certain Holder facial and other biometric information as permitted by law, including for security purposes.

13. Should any current or future dispute, claim or cause of action related to this ticket, or the Event arise between the Holder and the Team, NBA, or Arena, the Holder shall send a written notice describing the issue (a "Dispute Notice") to **Hornets Sports and Entertainment, ATTN: General Counsel, 333 East Trade Street, Charlotte, North Carolina 28202**. The Holder and the Team, NBA, and/or Arena agree to make a good-faith effort to resolve the dispute for at least 60 days (the "Negotiation Period") following receipt of the Dispute Notice. If the parties cannot resolve the dispute within the Negotiation Period, the dispute shall be resolved by mandatory, confidential, final, and binding arbitration held before a neutral, single arbitrator in Charlotte, North Carolina conducted by the Judicial

Arbitration Mediation Services, Inc. ("JAMS") in accordance with the JAMS Comprehensive Arbitration Rules and Procedures effective June 1, 2021, subject to the U.S. Federal Arbitration Act and federal arbitration law (which is applicable because the Team and NBA are engaged in transactions involving interstate commerce with respect to the Event). The costs of such arbitration shall be split evenly among the parties except upon an arbitrator's finding that such split renders the arbitration cost-prohibitive to the Holder. Any and all issues relating or pertaining to arbitration or this arbitration clause, including but not limited to the threshold question of arbitrability or the enforceability or validity of this arbitration clause shall be delegated exclusively to the arbitrator selected pursuant to this provision. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. THE HOLDER, ARENA, TEAM, AND NBA AGREE THAT ALL DISPUTES SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS AND WAIVE ANY RIGHT TO LITIGATE IN COURT OR ARBITRATE ANY CLAIM AS A CLASS ACTION, REPRESENTATIVE ACTION, OR CLASS ARBITRATION. IF THE HOLDER DOES NOT CONSENT TO THIS CLAUSE, THE HOLDER MUST IMMEDIATELY LEAVE OR NOT ENTER THE ARENA.

14. Without limiting the foregoing, the Holder agrees not to give or offer this ticket in a manner that would constitute a violation of the U.S. Foreign Corrupt Practices Act, any other anti-bribery law or regulation, or any conflicts of interest law, regulation, or policy.

15. If any provision or part of these terms or the Supplemental Terms is held to be illegal, unenforceable or ineffective, such provision or part thereof shall be deemed modified to the least extent necessary to render such provision legal, enforceable and effective, or, if no such modification is possible, such provision or part thereof shall be deemed severable, such that all other provisions in and referenced in these terms and the Supplemental Terms remain valid and binding.

16. In the event of a conflict between Ticketmaster's terms and these terms and conditions, these terms and conditions will apply.