

# PROFESSIONAL WOMEN'S HOCKEY LEAGUE



## TICKET PURCHASE AGREEMENT

### PLAYOFF TICKETS

The Purchaser (defined below) is agreeing to purchase, for all possible home games of the Toronto Sceptres (the "Team") played at Coca-Cola Coliseum and Scotiabank Arena (individually and collectively, the "Venue") during the 2024-2025 Post-Season (the Team's home games actually played as part of such Post-Season, the "Playoff Games"), that number of Tickets (as defined below) purchased during the online purchase process, on the Terms and Conditions described below.

## TERMS AND CONDITIONS

This Ticket Purchase Agreement ("Agreement") is entered into by and between the Purchaser and PWHL LeagueCo US LP and PWHL Hockey League Canada ULC (hereinafter individually and collectively referred to as the "PWHL"), as of the date that the Purchaser both accepts this Agreement's Terms and Conditions online and/or provides payment for any Tickets (. By accepting this Agreement's Terms and Conditions online, the Purchaser agrees to this Agreement's Terms and Conditions.

1. For purposes of this Agreement, the "Purchaser" is the person or entity purchasing the Tickets. The "Bearer" of a Ticket is the person who actually uses the Ticket on the day of the Playoff Game. Each "Ticket" represents a revocable license that enables the Bearer to enter the Venue premises on the day of the Playoff Game and occupy the seat location shown on the Ticket for that Playoff Game. The Purchaser acknowledges and agrees that neither Tickets nor admission to any Playoff Games, played at an arena other than a Venue are included in this Agreement. The Purchaser acknowledges that a Venue may (i) move the Purchaser's seat locations at any time for any reason Post-Season upon prior written notice to the Purchaser, (ii) place signage and/or netting anywhere inside a Venue, including, without limitation, in front of the Purchaser's seat locations, and (iii) allow film crews and photographers to occupy and film, photograph, and/or otherwise record the aisles in and around the area of the Purchaser's seat locations.



2. The Purchaser must be a living adult individual who has reached the age of majority in their state/province of residence or a legal business entity. The Purchaser represents that they are entering into this Agreement on their behalf and for their benefit, and not on behalf of, or at the direction of, a third party. This Agreement and/or any rights that the Purchaser may have hereunder, shall not be assigned or transferred in any manner, whether voluntarily or by gift, bequest, or operation of law, by the Purchaser to any other person or entity. Except as expressly permitted by the PWHL, the Purchaser, any Bearer, and/or any person or entity having possession of any Ticket(s), shall not sell, resell, assign, or transfer such Ticket(s) to any person or entity for any price. The sale, resale, attempted resale, assignment, or transfer of this Agreement, and/or any Ticket(s) in violation of (i) the terms of this Agreement, (ii) any federal, state, provincial, or local law, ordinance, rule, or regulation, and/or (iii) the present and/or future mandates, rules, regulations, policies, practices, directives, or guidelines issued or adopted by, or on behalf of, the PWHL, shall automatically give the PWHL the unrestricted right to terminate this Agreement, cancel the Ticket(s), and revoke the personal license represented thereby, immediately and without having to refund the purchase price of the Ticket(s) to the Purchaser or anyone acting on the Purchaser's behalf. For purposes of this Agreement, any sale, resale, attempted resale, assignment, or transfer of any Ticket(s) in any manner or at any price by any person or entity other than the Purchaser shall constitute a sale, resale, attempted resale, or transfer of such Ticket(s) by the Purchaser. No Ticket may be used for advertising, promotions (including, without limitation, contests and sweepstakes) or other trade purposes without the express written permission of the PWHL.
3. This Agreement may be terminated immediately by the PWHL upon the death of an individual Purchaser and/or upon the breach of any of the terms of this Agreement by the Purchaser, a Bearer, and/or anyone acting with the authorization or on behalf of the Purchaser. This Agreement may also be terminated immediately by the PWHL if the Purchaser (whether an individual or legal entity) becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has otherwise ceased to conduct business.
4. The revocable license represented by a Ticket may be terminated at any time by the PWHL or a Venue if (a) the Purchaser and/or Bearer breaches any of the terms of this Agreement or violates any laws, ordinances, rules, or regulations in effect at the Venue, (b) the Playoff Game(s) are canceled, postponed, or rescheduled by the PWHL and/or any other agency having jurisdiction over the Venue and/or the Team, (c) any federal, state/provincial, and/or local law, rule, regulation, order, ordinance, directive, act, or mandate issued by a governmental body in Canada or the U.S. ("Regional Regulations") and/or any other agency having jurisdiction over the Venue and/or the Team limits the total attendance at the Playoff Game(s) to less than the Venue's authorized capacity, or (d) the Venue or the PWHL, in exercise of its sole and absolute discretion, deems it necessary to revoke this Agreement in order to ensure the public's safety or the public's enjoyment of the Playoff Game(s).
5. Acceptance of or participation in any promotional offers, incentive programs, continuous enrollment programs, or automatic renewal programs does not confer upon the Purchaser any rights or options not expressly set forth herein, and does not alter, modify, amend, supersede, or cancel any of the terms or conditions of this Agreement.



6. The Purchaser must promptly notify the PWHL of any change of address. Such notice must be in writing and must include the signature of the individual Purchaser or, if a business entity is the registered Purchaser, of an authorized corporate officer, partner, or member.

7. If any Tickets are misplaced, or if incorrect Tickets are presented for admission, replacement Tickets may be issued by the Venue at its sole discretion. A non-refundable replacement fee of Twenty Dollars (\$20.00) per Playoff Game may be required before any replacement Tickets are issued. Replacement Tickets will be issued only to the Purchaser and for no more than two (2) Playoff Games per Purchaser during the Post-Season.

8. While at a Venue, all spectators, including, without limitation, Purchasers and Bearers, shall comply with all applicable Regional Regulations and any rules established by the Venue. This Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the state/province in which the Venue is located and any applicable federal laws without regard to choice of law rules. This Agreement may be amended only by a writing signed by both parties.

9. **ASSUMPTION OF RISK:**

a. THE PURCHASER AND EACH BEARER OF A TICKET ACKNOWLEDGES THAT HE OR SHE KNOWS AND UNDERSTANDS ALL OF THE RISKS OF HARM OR INJURY TO HIS OR HER PERSON OR PROPERTY THAT MAY RESULT FROM ATTENDING A HOCKEY GAME AND PARTICIPATING AS A SPECTATOR IN SUCH EVENT AND HEREBY EXPRESSLY ASSUMES ALL RISKS AND DANGERS INCIDENTAL TO THE GAME OF HOCKEY, WHETHER OCCURRING PRIOR TO, DURING, OR SUBSEQUENT TO THE ACTUAL PLAYING OF THE PLAYOFF GAME, INCLUDING, BUT NOT LIMITED TO, THE DANGER OF BEING INJURED BY PLAYERS OR OTHER SPECTATORS, THROWN HOCKEY STICKS OR PORTIONS THEREOF, THROWN, SLAPPED OR OTHERWISE PROJECTED PUCKS, THROWN, DROPPED, OR LAUNCHED OBJECTS OR PROJECTILES, CONTACT OR COLLISIONS WITH OTHER SPECTATORS OR STAFF, ANY OTHER INCIDENTS OR ACCIDENTS ASSOCIATED WITH CROWDS OF PEOPLE OR THE NEGLIGENCE OR MISCONDUCT OF OTHER SPECTATORS, AND THE USE OF OR PARTICIPATION IN ANY ATTRACTIONS, ACTIVITIES, OR EVENTS AT A VENUE, AND AGREES THAT THE VENUE, THE TEAMS, THE PWHL, AND THE PLAYERS AND TEAMS PARTICIPATING IN A PLAYOFF GAME (HEREINAFTER, INDIVIDUALLY AND COLLECTIVELY REFERRED TO AS THE "RELEASED PARTIES") ARE NOT AND SHALL NOT BE LIABLE FOR ANY LOSSES, DAMAGES, AND/OR INJURIES RESULTING FROM SUCH CAUSES.

b. THE PURCHASER AND EACH BEARER OF A TICKET ACKNOWLEDGES THAT THERE IS AN INHERENT RISK OF EXPOSURE TO AND/OR CONTRACTING COVID-19 (AS DEFINED BY THE WORLD HEALTH ORGANIZATION) AND/OR ANY STRAINS, VARIANTS, OR MUTATIONS THEREOF, THE CORONAVIRUS THAT CAUSES COVID-19, AND/OR ANY OTHER AIRBORNE, AEROSOLIZED, OR SURFACE TRANSMISSIBLE COMMUNICABLE AND/OR INFECTIOUS DISEASES, VIRUSES, BACTERIA, ILLNESSES, OR THE CAUSES THEREOF (COLLECTIVELY, "COMMUNICABLE DISEASE"), IN ANY PUBLIC PLACE REGARDLESS OF PRECAUTIONS THAT MAY BE TAKEN. THE PURCHASER AND EACH BEARER OF A TICKET FURTHER ACKNOWLEDGES AND AGREES THAT THE RELEASED PARTIES ARE NOT AND SHALL NOT BE LIABLE FOR ANY LOSSES, DAMAGES, AND/OR INJURIES RESULTING FROM PURCHASER AND/OR ANY BEARER OF A TICKET BEING EXPOSED TO AND/OR CONTRACTING A COMMUNICABLE DISEASE, INCLUDING, WITHOUT LIMITATION, ANY ASSOCIATED DANGERS, MEDICAL COMPLICATIONS, AND PHYSICAL AND MENTAL



INJURIES, BOTH FORESEEN AND UNFORESEEN, THAT MAY RESULT FROM CONTRACTING A COMMUNICABLE DISEASE.

10. **INDEMNIFICATION:** The Purchaser and each Bearer of a Ticket shall indemnify, defend, and hold harmless, and covenants not to sue, the Released Parties, and each of their respective affiliates, owners, shareholders, directors, officers, employees, representatives, agents, contractors, licensees, heirs, successors, and assigns of any of the aforementioned parties (hereinafter, individually and collectively referred to as the "Indemnified Parties"), from and against any and all demands, claims, suits, causes of action, costs, expenses and attorneys' fees, and/or any liability whatsoever, for any losses, injuries, and/or damages whatsoever sustained by anyone, whether to their persons and/or property, as a result of or incident to any of the risks assumed in Section 9, above, including, but not limited to, the danger of being injured by players, other fans, thrown hockey sticks or portions thereof, thrown or slapped or otherwise projected pucks, or other objects or projectiles, and the danger of being exposed to and/or contracting a Communicable Disease. The foregoing indemnity shall apply to any and all costs and expenses incurred by or on behalf of the Indemnified Parties in defending and/or preparing to defend against any such claims, suits, and/or liability.

11. **DEFAULT:** If the Purchaser fails to pay any deposit, installment payment, and/or the total amount, in full, by the applicable due date(s) pertaining to this Agreement, or otherwise defaults in the performance or observation of any of its obligations under this Agreement, the PWHL may, in its sole discretion either: (i) withhold distribution of Tickets and/or admission to the Playoff Games until such time as said default(s) is/are cured, or (ii) terminate this Agreement immediately by giving notice of termination to the Purchaser. The foregoing remedies shall be cumulative and not exclusive of any other right or remedy set forth herein or otherwise available to the PWHL in law or at equity. No waiver by the PWHL of any default or breach by the Purchaser hereunder, and no failure or delay by the PWHL in the exercise of any remedy provided herein, shall be construed to constitute a forfeiture or waiver thereof or of any other right or remedy available to the PWHL.

12. The failure of the PWHL to seek redress for any violation of, or to insist upon the strict performance of, any covenant, term, condition, representation, and/or warranty set forth in this Agreement will not constitute a waiver of such rights or in any way limit or prevent the subsequent enforcement of any such covenant, term, condition, representation, and/or warranty. The various rights, powers, and/or remedies of the PWHL hereto or herein contained will not be considered as exclusive of, but will rather be considered cumulative to, any rights, powers, and/or remedies now or hereafter existing at law or in equity and/or created by this Agreement.

13. While at a Venue, all spectators, including, without limitation, Purchasers and Bearers, shall not transmit or aid in transmitting any information, description, account, picture, or reproduction of the Playoff Game or any entertainment, attractions, warm-ups, practices, pre-game, post-game, or between-inning activities, promotions, or competitions offered in connection with the Playoff Game (collectively, the "Playoff Game Information"). The PWHL is the exclusive owner of all copyrights and other intellectual and property rights in the Playoff Game Information.

14. By using the Ticket, the Bearer acknowledges and agrees that PWHL and the Venue shall have the unrestricted right and license to use and exploit the Bearer's image, voice, and likeness as it appears in



any film, photograph, broadcast, telecast, and/or recording made in connection with the Playoff Game or at a Venue in any manner, in all media, worldwide, in perpetuity, including, without limitation, in any advertisements and/or promotional materials, without any compensation whatsoever.

15. In addition, by using the Ticket, the Bearer authorizes and grants the right to the PWHL to use, reproduce, publish, and/or depict the Bearer's name, voice, and/or likeness, in any manner that the PWHL deems necessary or appropriate, in all media, worldwide, in perpetuity, in and in connection with promotion, advertisement, publication, exhibition, and/or exploitation of the PWHL and/or the Playoff Game, including, without limitation, any and all print and digital advertisements, websites, and social media posts of or regarding the PWHL and/or the Playoff Game, without any compensation whatsoever. The Bearer acknowledges and agrees that this authorization is intended to satisfy any and all of the consent requirements of Regional Regulations regarding intellectual property rights, and hereby waives and releases any and all claims that he/she may have or hereafter have against the PWHL under those statutes or any other statutes or common law principles of similar effect.

16. When purchasing the Tickets, the Purchaser agrees to be bound by the following in connection therewith:

a. The PWHL shall have the ability to amend, modify, or change this Agreement's Terms and Conditions as necessary or desirable in its sole discretion, including, but not limited to, the following elements: (i) the pricing of the Tickets and any payment plan option relating thereto, (ii) venue location for Games, (iii) any provision regarding rescheduled Playoff Games, (iv) any provision relating to privacy or personal information; (v) any provision relating to Purchaser's rights to sell or transfer any Tickets purchased by it, (vi) any provision relating to restrictions or modifications to the rights afforded to Purchaser in connection with this Agreement, (vii) the PWHL's termination and cancellation rights, (viii) any waivers by Purchaser or releases of liability in favor of the PWHL, the Released Parties or anyone else, (ix) any provision relating to the PWHL's or a Venue's security policies, health and safety policies, (x) the dispute resolution procedures contained herein, (xi) any provision relating to Playoff Game Information and the transmission thereof, and/or (xii) any provision that is required to be amended, added, or removed as a result of a request by or change in policy of the PWHL.

b. Purchaser authorizes the PWHL to charge Purchaser's payment(s) to Purchaser's credit card previously provided by Purchaser at the time of purchase of the Tickets, or, if such credit card has been updated following payment of the Tickets, such updated credit card.

c. Purchaser shall have no further Ticket purchase rights upon an elimination of the Team from the Post-Season.

17. All sales are final. No refunds, returns, or exchanges of any kind are permitted, except as authorized in accordance with this Agreement. The Purchaser expressly waives and forever releases any other right to seek any refund of any amount paid under this Agreement, including, without limitation, any right or basis to seek or obtain any chargeback or other reversal of any credit card payment.

18. This Agreement along with Purchaser's express acknowledgements and consents provided during the online purchase process for the Post-Season constitute the entire agreement between the parties and supersede any and all prior and/or contemporaneous agreements, commitment or understandings relating to the same subject matter, whether in oral or written form.



Ticket Purchase Agreement  
Post-Season  
Terms and Conditions

19. Any provision which by its nature is meant to survive the expiration or termination of this Agreement shall survive, including, but not limited to, Sections 9 and 10.