

2023 DUNEDIN BLUE JAYS SPECIALTY PACK TERMS & CONDITIONS

- AND -

TICKET PRODUCT PURCHASE LICENCE

YOUR PURCHASE OF A 2023 DUNEDIN BLUE JAYS® REGULAR SEASON SPECIALTY PACK IS SUBJECT TO (A) THE 2023 DUNEDIN BLUE JAYS SPECIALTY PACK TERMS & CONDITIONS SET OUT BELOW, AS WELL AS (B) THE 2023 TICKET PRODUCT PURCHASE LICENCE, ALSO SET OUT BELOW. PLEASE READ CAREFULLY.

2023 DUNEDIN BLUE JAYS SPECIALTY PACK – TERMS & CONDITIONS

Each 2023 Dunedin Blue Jays Specialty Pack is a ticket package pursuant to which you are granted the right to occupy one or more of the same specified seat(s) (minimum of one (1) seat and maximum of eight (8) seats) at the Stadium (as defined in the Licence below) during each of the 2023 Regular Season Home Games (as defined in the License below) included in the specified Game Set (defined below) selected by you (each Regular Season Home Game forming part of your Game Set being, a “**Specified Game**”). For certainty, at the time of purchase, you will be presented with the following sets of specific 2023 Regular Season Home Games (each, a “**Game Set**”): (A) the “Summer Sizzler Pack” comprised of twelve (12) specific 2023 Regular Season Home Games; (B) the “*Jr. Jays* Pack” comprised of eleven (11) specific 2023 Regular Season Home Games; (C) the “Firework Fan Pack” comprised of four (4) specific 2023 Regular Season Home Games; and (D) the “Giveaway Pack” comprised of five (5) specific 2023 Regular Season Games. At the time of purchase, you must also select a minimum of one (1) and a maximum of eight (8) seat locations for the Specified Games within your Game Set. For certainty, you must select the same number of seats for each Specified Game in your Game Set. The location of the seat(s) included in your 2023 Dunedin Blue Jays Regular Season Specialty Pack will be the same for each Specified Game in your Game Set. The purchase price of your 2023 Dunedin Blue Jays Regular Season Specialty Pack depends on a variety of factors, including the number of seats selected, the specific Specified Games within your Game Set, the seating area selected and the date upon which the purchase is completed. After your purchase, you will be issued a Ticket Confirmation (as defined in the Licence below) setting out the number of seats selected by you, the Specified Games in your Game Set, and your seat location(s). Each Ticket purchased as part of a 2023 Dunedin Blue Jays Regular Season Specialty Pack will be accessible in your online Ticket Account (as defined in the Licence below) on or before the day of the applicable Specified Game in your Game Set.

The 2023 Dunedin Blue Jays Regular Season Specialty Pack cannot be combined with other ticket offers, discounts or special coupons. Subject to Section 13 of the Licence below, there is no refund or exchange available for any of the 2023 Regular Season Home Games selected by you, including without limitation those that you do not attend. Lost tickets are subject to a reprinting fee of \$10.00 per reprinting transaction. Your right to any Ticket (as defined in the Licence below) pursuant to your 2023 Dunedin Blue Jays Regular Season Specialty Pack purchase pertains only to the 2023 Dunedin Blue Jays regular season and CANNOT be carried over to any subsequent season or to any Postseason Games (as such term is defined in the Licence below).

2023 TICKET PRODUCT PURCHASE LICENCE

Rogers Blue Jays Baseball Partnership (the “**Club**”) hereby offers the Licensee (as defined below) a non-renewable, revocable licence (the “**Licence**”) to purchase, have and use those Regular Season Home Game (as defined below) admission tickets as are specified on a Ticket Confirmation (as defined below) (the “**Tickets**”). For certainty, for the purposes hereof, “**Tickets**” will include physical admission tickets, digital tickets (which, for certainty, includes tickets delivered to smartphones), any membership or access cards issued to Licensee in addition to or in place of the foregoing, as well as any locator slips or other similar documents printed or issued pursuant to any of the foregoing. This Licence must be read in conjunction with any Ticket Confirmation and is offered to Licensee subject to the terms and conditions set forth below, the 2023 *Dunedin Blue Jays* Ticket Terms and Conditions available at <https://www.milb.com/dunedin/tickets/ticketback>, the terms and conditions accompanying the Tickets (which terms and conditions may be printed on the Tickets themselves (in the case of paper or printed PDF Tickets) or may be otherwise communicated or linked to the applicable Tickets (in the case of mobile, electronic or other forms of digital Tickets), and those terms and conditions included in any Ticket Confirmation, brochure, or other material describing any package of Tickets purchased by the Licensee, as well as those additional specific conditions communicated by or on behalf of the Club to the Licensee from time to time (collectively, the “**Conditions**”). THE ACT OF EITHER (A) MAKING FULL OR PARTIAL PAYMENT FOR THE TICKETS TO WHICH THIS LICENCE APPLIES, WHETHER EFFECTED BY THE LICENSEE DIRECTLY OR ON THE LICENSEE’S BEHALF, OR (B) CONFIRMING AGREEMENT TO THIS LICENCE AS PART OF THE PROCESS OF PURCHASING THE TICKETS TO WHICH THIS LICENCE APPLIES, WHICHEVER OCCURS FIRST, WILL CONSTITUTE THE LICENSEE’S ACCEPTANCE OF THE LICENCE AND ALL OF THE CONDITIONS AND THE STANDARDS (AS DEFINED BELOW). THE LICENSEE IS ABSOLUTELY RESPONSIBLE FOR ANY VIOLATION OF THE LICENCE, INCLUDING THE CONDITIONS AND THE STANDARDS, WHETHER COMMITTED BY THE LICENSEE OR ANY PERSON IN POSSESSION OF ANY TICKET(S) ISSUED TO THE LICENSEE. The Licensee should safeguard all Tickets so that the Licence is not violated.

1. DEFINITIONS. For the purposes of the Licence:

- (a) “**City**” means the City of Dunedin, Florida;
- (b) a “**Commercial Reseller**” means any person (i) who is engaged in the business of making available for sale event admission tickets that were originally made available for sale by a Primary Seller, and/or (ii) who purchases Tickets hereunder with the intention of selling a substantial portion of Tickets to one or more third parties for a price greater than the price that was paid for those Tickets;
- (c) “**Full Season Tickets Package**” is a ticket package pursuant to which the Licensee is granted the right to occupy the same specified seat (or seats) at the Stadium during each Regular Season Home Game in the same regular season. For clarity, the location of the seat (or seats) within the Stadium is included in a Full Season Tickets Package as is specified on a Ticket Confirmation;
- (d) the “**Licensee**” is the adult individual or legal business entity to whom the ticket account specified on a Ticket Confirmation (the “**Ticket Account**”) is registered and identified as the Licensee in the Club’s Ticket Account database;
- (e) “**MiLB**” means Minor League Baseball;
- (f) the “**MLB Entities**” means the Office of the Commissioner of Baseball, Major League Baseball Properties, Inc., Major League Baseball Enterprises, Inc., MLB Advanced Media, L.P., The MLB Network, LLC, MLB PDL, each of the Major League Baseball clubs, each of the Minor League Baseball teams, and each of their respective past, present, and future subsidiaries, affiliates, assigns, successors, agents, officers, employees, and owners;
- (g) “**MLB PDL**” means MLB Professional Development Leagues, LLC;
- (h) a “**Primary Seller**” means a person who is engaged in the business of making tickets available for sale, and includes the owner of the place to which a ticket provides admission, the promoter of the event occurring at that place, and any agent of those persons. For the purposes of this Licence, the Club shall be deemed to constitute a “Primary Seller”;
- (i) a “**Postseason Game**” means a *Dunedin Blue Jays* game that is played as part of the MiLB Low-A postseason;
- (j) “**Regular Season Home Game**” means a home game played by the Dunedin Blue Jays at the Stadium as part of the MiLB Low-A regular season;
- (k) “**Stadium**” means *TD Ballpark* located at 373 Douglas Avenue, Dunedin, Florida, United States of America;
- (l) “**Ticket Package**” is one of (i) a Full Season Tickets Package, or (ii) any other ticket package pursuant to which the Licensee is granted the right to occupy one or more seats at the Stadium during a specific number of Regular Season Home Games in the same regular season; and
- (m) “**Ticket Confirmation**” means the Ticketmaster order confirmation form, the Club post-sale confirmation email, and any invoice or any other documentation or communication issued to the Licensee by or on behalf of the Club.

2. By accepting the Licence, the Licensee acknowledges and agrees that it has (a) no right or privilege to renew the Licence and none will be implied, and (b) no reasonable expectation, right, or privilege to any tickets to any game not specified on a Ticket Confirmation or any other event held at the Stadium (e.g., concerts, lectures, etc.), or to any regular season games or Postseason Games played by the Dunedin Blue Jays at any location. The purchase and use of other game or event tickets will be subject to the terms and conditions as set forth, from time to time, by the MLB Entities, the Club, or the organizer/promoter of the event, as applicable. Any opportunity granted by the Club to renew the Licence or purchase tickets to any game not

specified on a Ticket Confirmation or any other event is a privilege revocable, at any time, in the Club's sole discretion. By accepting the Licence, the Licensee further acknowledges and agrees that the use of any Ticket by the Licensee and/or any person to whom the Licensee transfers one or more Tickets is subject to the Licence, the Conditions, and the Standards (as defined below).

3. All sales are final. The Licensee agrees to pay all amounts specified on a Ticket Confirmation in accordance with the payment option selected, including but not limited to, doing so by the applicable due date(s) as are stipulated. Unpaid amounts after any due date will be subject to a late payment charge of one and one quarter percent (1.25%) per month until paid, calculated and compounded monthly (16.07% per year) or the maximum amount permitted by law, whichever is lesser. The Licensee's payment obligations will survive the expiration or early termination of this Licence.
4. Licensee represents and warrants that it (a) is not a Commercial Reseller, and (b) will not engage in, authorize, or permit any activities involving any Tickets or any Ticket Package to which this Licence applies that (i) constitute business or commercial activities, or (ii) are, in the Club's sole determination, similar to the types of activities that are engaged in by Commercial Resellers. For the purposes of this Licence, and without limitation on the Club's sole right to determine activities in violation of paragraph 4(b)(ii), the Licensee will be deemed to have violated that paragraph where more than fifty percent (50%) of the Tickets purchased as part of any Ticket Package are offered for sale or sold at a price greater than the price first paid for such Tickets.
5. Any resale of any Ticket(s) in violation of any federal, state, provincial or local law, ordinance, rule or regulation violates the Licence. No Ticket(s) may be used for advertising, promotion (including contests, giveaways, and sweepstakes), or any other trade or commercial purposes without the prior written consent of the Club and any such use without the Club's prior written consent violates the Licence. Any fraudulent, deceptive, or improper activity by or on behalf of the Licensee, as determined by the Club in its sole discretion, violates the Licence. By way of illustration and not limitation, the act of setting up multiple Ticket Accounts for the purpose of receiving multiple Ticket Account-related benefits, and any act taken for the purpose of circumventing a limit on the number of Ticket Packages available for purchase by the Licensee, is considered deceptive and improper activity.

6. TICKET ACCOUNT

- (a) The Ticket Account may only be registered in the name of one adult individual or one legal business entity, identified as the Licensee in the Club's Ticket Account database. In the event that the Ticket Account is registered in the name of a legal business entity, a "contact person" must be identified for the limited purpose of correspondence and contact; provided, however, in no event will the "contact person" be considered the Licensee.
- (b) The Licence, the Ticket Account, and/or any benefits or privileges the Licensee may have in connection with the Licence, may not be assigned, sublet, or transferred in any manner, whether voluntarily or by gift, bequest, or operation of law, by the Licensee to any other person or entity without the express written consent of the Club. Only the Licensee may request that a Ticket Account be assigned or transferred. For greater certainty, (i) payment for the Ticket Account by anyone other than the Licensee, and receipt thereof by the Club, does not constitute or effectuate an assignment, sublet, or transfer of the Licence, and (ii) subject to Section 4 and Section 5 above, the Licensee may give to a third party any of the Tickets issued hereunder and this will not constitute an assignment, sublet, or transfer of the Licence.
- (c) To access the Ticket Account online, the Licensee is required to create and use a password. The Licensee is responsible for maintaining the confidentiality of the password and is responsible for all activities (whether by the Licensee or by others) that occur under the Ticket Account. The Licensee agrees to notify the Club immediately of any unauthorized use of the Ticket Account or of the Licensee's password or any other breach of security. The Club will not be liable for any loss or damage arising from the Licensee's failure to protect the Licensee's password or Ticket Account information.
- (d) The Club shall have the right, but not the obligation, to implement Ticket Account functionality facilitating the Licensee's ability to electronically transfer specific Tickets purchased by the Licensee hereunder to one (1) or more persons identified as "ticket partners". Licensee agrees that the Club shall have the sole discretion to determine the policies and procedures applicable to such functionality from time to time. The Licensee hereby acknowledges and agrees that notwithstanding any transfer of Tickets effected by it, whether through the use of functionality provided by the Club or another method, the Licensee shall remain responsible to ensure compliance with this Licence and any actions or omissions of any person (including any "ticket partner") who / that received any Ticket(s) from the Licensee will be deemed to be the actions and omissions of the Licensee for all purposes under this Licence.

7. **PRIVACY.** Personal information submitted to the Club by the Licensee will be treated by the Club in accordance with the Club's privacy policy, available at www.bluejays.com/privacy (the "**Privacy Policy**"). The Licensee acknowledges that it has read, understands, and agrees to the Privacy Policy, and authorizes the collection, use, and disclosure of any information submitted to or collected by the Club in connection with this Licence in accordance with the terms of the Privacy Policy.

8. The Club reserves the right to terminate the Licence at any time and, provided the Licence has not been violated, the Club will tender to the Licensee that portion of the purchase price (as set out in the Ticket Confirmation) that has been paid hereunder for Tickets for Regular Season Home Games not yet played at the time of such termination. ANY VIOLATION OF THE LICENCE (INCLUDING ANY MISSTATEMENT OR INACCURACY IN ANY REPRESENTATION OR WARRANTY AND INCLUDING ANY VIOLATION OF THE CONDITIONS OR THE STANDARDS (AS DEFINED BELOW)) WILL GIVE THE CLUB THE UNRESTRICTED RIGHT TO TAKE SUCH ACTIONS AS IT DEEMS NECESSARY, INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO REVOKE OR TERMINATE THE LICENCE, SEIZE, OR CANCEL ANY TICKETS, WITHDRAW ANY TICKET ACCOUNT-RELATED BENEFITS, AND/OR CANCEL THE TICKET ACCOUNT IMMEDIATELY, IN EACH CASE WITHOUT HAVING TO REFUND ANY AMOUNTS PAID IN CONNECTION WITH ANY OF THE TICKET(S) AND WITHOUT AFFECTING THE LICENSEE'S PAYMENT OBLIGATIONS IN RESPECT OF SUCH TICKET(S). Where the Club terminates the Licence, revokes or cancels any Tickets, or takes other action, in each case, following a violation of the Licence, all amounts already paid by Licensee at the time of such termination, revocation, or cancellation, or other action will be forfeited to the Club (as liquidated damages and not as a penalty) irrespective of and in addition to any other right, cause of action, or remedy to which the Club may be entitled. For certainty, Licensee agrees that such amounts represent a reasonable estimate by the parties of the liquidated damages suffered by the Club as a result of the Licensee's violation of the Licence. The Club reserves the right to investigate suspected violations of the Licence, the Conditions, and/or the Standards (as defined below). The failure of the Licensee or any person in possession of the Ticket(s) to cooperate with any investigation constitutes a violation of the Licence. The Licensee acknowledges that damages may not be an adequate remedy for violation of the Licence, the Conditions and/or the Standards and consents to injunctive or other relief which may be sought to enforce same. The Licensee hereby releases and forever discharges the Club, the City, the MLB Entities, Ticketmaster, L.L.C., their past, present and future corporate affiliates, successors, assigns and each of their respective players, managers, coaches, employees, partners, members, directors, officers, owners, agents, representatives, independent contractors, and volunteers (collectively, the "**Released Entities**") with respect to any and all liabilities arising out of or in connection with any actions taken by one or more Released Entities in connection with a violation of the Licence (e.g., seizing Tickets, cancelling the Ticket Account, etc.), including any liability arising with respect to any person in possession of any Ticket(s) issued to the Licensee, and the Licensee hereby agrees to indemnify, defend, and hold harmless each of the Released Entities from and against any and all claims, demands, obligations, causes of action and lawsuits and all damages, liabilities, fines, judgments, costs (including settlement costs) and expenses associated therewith (including the payment of reasonable legal fees and disbursements) (collectively, the "**Costs**") incurred or suffered by any of the Released Entities in connection with any such actions taken by one or more Released Entities, including any and all Costs incurred or suffered in connection with any person in possession of, or claiming a right to, any Ticket(s) issued to the Licensee. This Section will survive the expiration or early termination of this Licence.

9. WAIVER AND RELEASES OF LIABILITY.

- (a) The Licensee hereby acknowledges and agrees that the severe acute respiratory syndrome coronavirus 2 ("**SARS-CoV-2**" or the "**Coronavirus**"), the COVID-19 coronavirus disease (including any strains, variants, or mutations thereof) (collectively, "**COVID-19**"), and the resultant pandemic that was declared by the World Health Organization (the "**Pandemic**") have led and may continue to lead to certain requirements, restrictions, and limitations impacting the playing of *Dunedin Blue Jays* regular season, and postseason games. By way of illustration and not limitation, relevant requirements, restrictions, and limitations have and may continue to include border closures and numerous different local, county, provincial, state, and federal governmental orders and directives in the United States and Canada. For the purposes of this Licence, all existing and future requirements, restrictions, and limitations that actually or reasonably have the potential to impact the playing of the *Dunedin Blue Jays* games, the tickets sold and/or committed to those games, and/or any of the Club's processes, procedures, or operations for those games will be referred to as the "**Restrictions**".
- (b) The Licensee recognizes that attendance in or at the Stadium for a Regular Season Home Game or any other reason is voluntary and may result in illness, physical and/or mental injuries, medical complications, disability, death, and/or property damage, both foreseen and unforeseen. The Licensee, by accepting the Licence, by using a Ticket, by attending or observing a Regular Season Home Game, or by attending, observing, or participating in any attractions offered in connection with a Regular Season Home Game ("**Attractions**") or otherwise in or at the Stadium, acknowledges and assumes (on behalf of himself and any minor(s) or other person(s) accompanying the Licensee) all risks and dangers associated with being a spectator before, during, and after a baseball game or other event taking place at the Stadium (including all warm-ups, practices, pre-game, post-game, and between-inning activities, promotions, and competitions) whether any such risk or danger occurs prior to, during or subsequent thereto, including specifically (but not exclusively) the danger of being injured by thrown bats; bat fragments; thrown or batted balls; thrown, dropped, or launched items; projectiles; protective netting flexing inward toward the spectator seating area; persons; animals; other hazards or distractions; and any incidents or accidents associated with crowds of people or the negligence or misconduct of other spectators. ANY GUEST WHO IS CONCERNED WITH THE GUEST'S SEAT LOCATION SHOULD CONTACT ANY CUSTOMER SERVICE REPRESENTATIVE FOR AN ALTERNATE SEAT LOCATION, SUBJECT TO AVAILABILITY. Further, and without limiting the generality of the foregoing, the Licensee acknowledges and understands that by attending in or at (or interacting with staff, participants, and/or any other individuals present in or at) the Stadium for any reason, including for the purpose of viewing a Regular Season Home Game, the Licensee (and/or any

person(s) (including minor(s)) who receive(s) any of the Tickets from the Licensee or accompany/ies the Licensee to any of the Regular Season Home Games) may be exposed the Coronavirus, COVID-19, influenza, or other airborne, aerosolized or surface transmissible infectious and/or communicable diseases, viruses, bacteria, or illnesses or the causes thereof (collectively, “**Communicable Diseases**”). The Licensee acknowledges and understands that SARS-CoV-2 is extremely contagious and spreads mainly from person-to-person contact. Based on currently available information, older adults and people of any age who have serious underlying medical conditions may have a higher risk for severe illness or death from the Coronavirus and COVID-19. **THE CLUB CANNOT GUARANTEE THAT THE LICENSEE (AND/OR ANY PERSON(S) (INCLUDING MINOR(S)) WHO RECEIVE(S) ANY OF THE TICKETS FROM THE LICENSEE OR ACCOMPANY/IES THE LICENSEE TO ANY OF THE REGULAR SEASON HOME GAMES), WILL NOT BECOME EXPOSED TO OR INFECTED WITH THE CORONAVIRUS, COVID-19 OR ANY OTHER COMMUNICABLE DISEASES, DESPITE ANY SANITIZATION OR OTHER EFFORTS THAT MAY BE IMPLEMENTED IN ORDER TO MITIGATE SUCH DANGERS.**

- (c) The Licensee agrees (on behalf of themselves and any minor(s) or other person(s) accompanying the Licensee) that the Released Entities (as defined above), will not be responsible for any personal illness, physical and/or mental injuries, medical complications (including death), disability or injury, property damage, or other loss, both foreseen and unforeseen, suffered by the Licensee (or any minor(s) or other person(s) accompanying the Licensee) as a result of (i) attendance in or at the Stadium, (ii) participation in, attendance at, and/or observation of any Regular Season Home Games or any Attractions taking place in or at the Stadium, and/or (iii) the negligence of any of the Released Entities. Without limiting the generality of the foregoing, the Licensee specifically acknowledges the extremely contagious nature of SARS-CoV-2 and voluntarily assumes the risk that the Licensee (and/or any person(s) (including minor(s)) who receive(s) any of the Tickets from the Licensee or accompany/ies the Licensee to any of the Regular Season Home Games) may be exposed to or infected by one or more Communicable Diseases while attending Regular Season Home Games, or otherwise being present in or at (or interacting with staff, participants, and/or any other individuals present in or at) the Stadium or any other facilities under the control of the Club, and that such exposure or infection may involve the RISK OF SERIOUS PHYSICAL AND/OR MENTAL INJURY, ILLNESS, MEDICAL COMPLICATIONS, PERMANENT DISABILITY AND/OR DEATH, BOTH FORESEEN AND UNFORESEEN. The Licensee understands that the risk of becoming exposed to or infected with any Communicable Diseases while attending Regular Season Home Games, or otherwise being present in or at (or interacting with staff, participants, and/or any other individuals present in or at) the Stadium or any other facilities under the control of either of the Club may result from the actions, omissions, or negligence of others and/or the Licensee, including, but not limited to, the Released Entities.
- (d) THE LICENSEE, ON THEIR OWN BEHALF AND ON BEHALF OF ANY MINOR(S) OR OTHER PERSON(S) ACCOMPANYING LICENSEE, AND ANY OF THEIR RESPECTIVE PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS, NEXT OF KIN AND/OR ANY OTHER PERSON OR ENTITY THAT MAY BE ENTITLED TO MAKE A CLAIM ON THE LICENSEE’S, OR ANY ACCOMPANYING MINOR(S)’ OR OTHER PERSON(S)’, BEHALF HEREBY EXPRESSLY ASSUMES ALL SUCH RISKS AND DANGERS, WHETHER PRESENTLY KNOWN OR UNKNOWN, AND SPECIFICALLY WAIVES, RELEASES, DISCHARGES, HOLDS HARMLESS, AND COVENANTS NOT TO SUE EACH OF THE RELEASED ENTITIES WITH RESPECT TO ANY AND ALL COSTS, EXPENSES, DAMAGES, CLAIMS, CAUSES OF ACTION, DEMANDS AND LIABILITIES OF ANY KIND ARISING OUT OF, ON ACCOUNT OF, OR RELATING TO ANY PHYSICAL AND/OR MENTAL INJURY, ILLNESS, MEDICAL COMPLICATIONS, DISABILITY OR RESULTING DEATH (INCLUDING BUT NOT LIMITED TO PHYSICAL AND/OR MENTAL INJURY, ILLNESS, MEDICAL COMPLICATIONS, DISABILITY OR RESULTING DEATH FROM THE CORONAVIRUS, COVID-19, OR ANY OTHER COMMUNICABLE DISEASES), BOTH FORESEEN AND UNFORESEEN, OF THE LICENSEE, OR ANY MINOR(S) OR OTHER PERSON(S) ACCOMPANYING LICENSEE, ARISING OUT OF OR RELATED TO ANY OF THE SERVICES DESCRIBED IN THIS LICENCE, PARTICIPATION IN, ATTENDANCE AT, AND/OR OBSERVATION OF, AS APPLICABLE, ANY REGULAR SEASON HOME GAMES, ATTRACTIONS, OR ATTENDING IN OR AT (OR INTERACTING WITH STAFF, PARTICIPANTS, AND/OR ANY OTHER INDIVIDUALS PRESENT IN OR AT) THE STADIUM (COLLECTIVELY, THE “**RELEASED CLAIMS**”). The Licensee will indemnify, defend and hold harmless the Released Entities from and against any and all claims, demands, obligations, causes of action, lawsuits, proceedings, damages, liabilities, judgments, fines, losses, costs and expenses (including reasonable attorneys’ fees, disbursements and other legal costs), arising out of, incidental to, or in any way related to the Released Claims, the Licensee’s or any accompanying minor(s)’ or other person(s)’ acts or omissions, and/or the failure of the Licensee or any minor(s) or other person(s) accompanying Licensee to comply with this Licence, the Conditions and/or the Standards (as defined below).
- (e) The Licensee acknowledges and understands that, if infected with COVID-19 or any other Communicable Disease, the Licensee and/or any minor(s) or other person(s) accompanying Licensee may infect others that they may subsequently come in contact with, even if they are not experiencing or displaying any symptoms of illness, and that the risk of exposure to others remains at all times. Accordingly, the Licensee acknowledges and agrees that the Licensee will not attend at the Stadium or use any Ticket, or knowingly allow another person to attend at the Stadium or use any Ticket, if the Licensee or the individual holding the Ticket: (i) is required and/or advised (whether pursuant to applicable law or guidance of public health authorities) to self-isolate, quarantine or otherwise refrain from attending at public gatherings, or (ii) is otherwise prohibited from attending the Stadium and/or using the Ticket pursuant to any of the Restrictions. The Licensor reserves the right to add to and/or modify the foregoing restrictions.
- (f) The Licensee (on behalf of themselves and any minor(s) or other person(s) accompanying the Licensee) further releases the Released Entities from and against any and all claims which the Licensee and/or any minor(s) or other person(s) accompanying the Licensee has or may have for invasion of privacy, defamation, violation of any right of publicity, or any other cause of action arising out of the production, reproduction, distribution, transmission, publication, public performance, broadcast or exhibition of advertisements, promotions, content, programs, and/or materials in which recordings or photographs of the Licensee or any minor(s) accompanying the Licensee to a Regular Season Home Game and/or Attraction appear. The foregoing release shall be considered a Released Claim for the purposes of the final sentence of subsection **Error! Reference source not found.**, above.
- (g) The Licensee further acknowledges and agrees that the Restrictions and/or other matters that have or will result from the Coronavirus, COVID-19, any other Communicable Disease, and the Pandemic (including, but not limited to, recommendations from public health authorities, guidance and requirements of the MLB Entities, and other relevant policies and guidelines) may reasonably necessitate that the Club modify and update policies, procedures, and/or operations. By way of illustration and not limitation, evolving public health guidelines (such as social distancing recommendations), could reasonably necessitate that the Club modify seating distribution at the Stadium for Regular Season Home Games. The Licensee acknowledges and agrees that under no circumstances will the Club be in breach of or default under this Licence as a result of implementing any of the aforementioned modifications or updates, whether or not such modifications or updates impact the Ticket(s) forming part of a Ticket Package or the Club’s ability to deliver one or more of the items as specified under this Licence.
- (h) THE LICENSEE, BY ACCEPTING THE LICENCE AND/OR BY ATTENDING A REGULAR SEASON HOME GAME OR ATTRACTION OR OTHERWISE ATTENDING IN OR AT (OR INTERACTING WITH STAFF, PARTICIPANTS, AND/OR ANY OTHER INDIVIDUALS PRESENT IN OR AT) THE STADIUM, IS DEEMED TO HAVE GIVEN A FULL RELEASE OF LIABILITY TO THE RELEASED ENTITIES TO THE FULLEST EXTENT PERMITTED BY LAW. IF MINOR(S) OR OTHER PERSON(S) IS/ARE ACCOMPANYING THE LICENSEE TO THE REGULAR SEASON HOME GAME OR ATTRACTION, AS APPLICABLE, THE LICENSEE IS DEEMED TO HAVE GIVEN ALL OF THE FOREGOING GRANTS OF RIGHTS, RELEASES, AND WAIVERS ON BEHALF OF SUCH MINOR(S) OR OTHER PERSON(S). IF THE LICENSEE DOES NOT WISH TO OR IS NOT AUTHORIZED TO GRANT SUCH RIGHTS, RELEASES, AND WAIVERS ON BEHALF OF THE ACCOMPANYING MINOR(S) OR OTHER PERSON(S), THE LICENSEE MUST NOT ENTER THE STADIUM WITH THE MINOR(S) OR OTHER PERSON(S). THE FOREGOING RELEASES WILL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS LICENCE.
10. **ARBITRATION.** EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAWS, ANY DISPUTE, CLAIM, OR CAUSE OF ACTION ARISING OUT OF OR IN ANY WAY RELATED TO THE LICENCE, THE CONDITIONS, THE STANDARDS (AS DEFINED BELOW), OR ANY OF THE TICKETS, INCLUDING, BUT NOT LIMITED TO, THE LICENSEE’S ATTENDANCE AT ANY REGULAR SEASON HOME GAME, ANY ATTRACTIONS, OR OTHERWISE BEING PRESENT IN OR AT (OR INTERACTING WITH STAFF, PARTICIPANTS, AND/OR ANY OTHER INDIVIDUALS PRESENT IN OR AT) THE STADIUM OR ANY OTHER FACILITIES UNDER THE CONTROL OF THE CLUB SHALL BE SETTLED BY MANDATORY, CONFIDENTIAL, FINAL, AND BINDING ARBITRATION BY A SINGLE ARBITRATOR MUTUALLY AGREED UPON BY THE LICENSEE AND THE CLUB. IF THE LICENSEE’S PRIMARY PLACE OF RESIDENCE IS IN THE STATE OF FLORIDA, THEN THE PLACE OF ARBITRATION SHALL BE THE CITY OF DUNEDIN OR THE CITY OF CLEARWATER, FLORIDA AND THE ARBITRATION WILL BE CONDUCTED PURSUANT TO THE REVISED FLORIDA ARBITRATION CODE, CHAPTER 682, FLORIDA STATUTES. IF THE LICENSEE’S PRIMARY PLACE OF RESIDENCE IS ANYWHERE OTHER THAN IN THE STATE OF FLORIDA, THEN THE PLACE OF ARBITRATION SHALL BE TORONTO, ONTARIO, CANADA AND THE ARBITRATION WILL BE CONDUCTED PURSUANT TO THE ARBITRATION ACT, 1991 (ONTARIO). EXCEPT AS MAY BE REQUIRED BY LAW, NEITHER A PARTY NOR AN ARBITRATOR MAY DISCLOSE THE EXISTENCE, CONTENT, OR RESULTS OF ANY ARBITRATION HEREUNDER WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES. NEITHER THE LICENSEE NOR THE CLUB SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER INDIVIDUALS OR ENTITIES, OR ARBITRATE AS A REPRESENTATIVE MEMBER OF A PUTATIVE CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. THE ARBITRATOR SHALL HAVE THE POWER TO AWARD ANY REMEDIES UNDER APPLICABLE LAW. ANY AWARD, AND ANY JUDGMENT CONFIRMING IT, APPLIES ONLY TO THE ARBITRATION IN WHICH IT WAS AWARDED AND CANNOT BE USED IN ANY OTHER CASE EXCEPT TO ENFORCE THE AWARD ITSELF. THIS SECTION WILL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS LICENCE.
11. **SECURITY AND SAFETY POLICY AND STANDARDS.**
- (a) By seeking entry to the Stadium, the Licensee, on their own behalf and on behalf of any minor(s) or other person(s) accompanying Licensee, consents to (i) security searches and allows the Club and its representatives to inspect their person (including by way of manual pat-down, metal detection, or in connection with any Club health and safety procedures) and any

bags, clothing, or other articles or belongings, and (ii) any security and health and safety policies and procedures of the Club then in place, and the Licensee waives any related claims that the Licensee might have against the Released Entities and agrees that the Released Entities assume no liability for the Licensee's person or property. No alcohol, illegal drugs, or other illegal substances, fireworks, chemicals, bottles, cans, weapons, large bags, knapsacks, hard-sided coolers, or briefcases will be permitted into the Stadium. No re-entry into the Stadium will be permitted. **The Licensee accepts all Stadium Rules, the Stadium Code of Conduct, security policies, health and safety policies, and other standards or policies in place from time to time (collectively, the "Standards") posted in or about the Stadium. Advance copies of the Standards may be obtained at the Stadium Box Office or by telephoning 1-888-525-5297.**

- (b) Licensee acknowledges and agrees, on their own behalf and on behalf of any minor(s) or other person(s) accompanying the Licensee, that, while inside and/or in the vicinity of the Stadium, Licensee's image and location information, and that of any minor(s) or other person(s) accompanying Licensee, may be recorded by in-Stadium cameras and video surveillance (including broadcast cameras used in connection with television and other broadcasts of the applicable Regular Season Home Game), access control scanners, and other systems and technologies in use from time-to-time and that such recordings and information may be stored and used for (i) security-related purposes, and (ii) other reasonable purposes related to the Regular Season Home Game (e.g. video recordings of fans in Stadium seating may appear in game broadcasts and/or on the Stadium's public video display boards).
- (c) The Licensee agrees not to use offensive language concerning another person's race, ethnicity, gender, gender identity, religion, disability, age, sexual orientation, national origin ("**Derogatory Language**") or otherwise use language or exhibit conduct which, in the opinion of the Club is vulgar, abusive, illegal, or objectionable or might otherwise interfere with the applicable Regular Season Home Game and/or related Attraction(s) or with the reasonable enjoyment of others, and shall ensure that any person using any of the Licensee's Tickets complies with the foregoing. Further, the Club reserves the right, without refund of any portion of the purchase price of any of the Tickets, to revoke the Licence, cancel any or all of the Tickets and refuse admission or remove any person from the Stadium: (i) who uses Derogatory Language, (ii) who appears to be intoxicated, (iii) whose conduct is deemed by the Club to be improper, disorderly, or unbecoming, or (iv) who otherwise exhibits conduct which, in the opinion of the Club is abusive, illegal, objectionable or might otherwise interfere with the applicable Regular Season Home Game and/or related Attraction(s) or with the reasonable enjoyment of others, including, but not limited to, the making of obscene gestures, displays of affection that are inappropriate in a public family setting, the wearing of indecent or inappropriate clothing, the consumption of alcohol in an irresponsible manner, and/or entering the field/event area/dugout roofs or other non-ticketed areas. **ENTERING THE PLAYING FIELD, DISRUPTING A REGULAR SEASON HOME GAME AND/OR ATTEMPTING ANY PHYSICAL CONTACT WITH A REGULAR SEASON HOME GAME PARTICIPANT IS A CRIME PUNISHABLE BY FINE AND/OR IMPRISONMENT. VIOLATORS MAY BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW.** The Club reserves the right to change this security and safety policy and/or the Standards.
12. **THE LICENSEE HEREBY AGREES THAT: (A) IT SHALL NOT TRANSMIT OR AID IN TRANSMITTING ANY INFORMATION ABOUT ANY GAME TO WHICH THE TICKETS GRANT ADMISSION, INCLUDING, BUT NOT LIMITED TO, ANY ACCOUNT, DESCRIPTION, PICTURE, VIDEO, AUDIO, REPRODUCTION, OR OTHER INFORMATION CONCERNING THE GAME (COLLECTIVELY, "GAME INFORMATION") AND SHALL ENSURE THAT ANY PERSON USING ANY OF THE LICENSEE'S TICKETS COMPLIES WITH THE FOREGOING; (B) THE CLUB IS THE EXCLUSIVE OWNER OF ALL COPYRIGHTS AND OTHER PROPRIETARY RIGHTS IN THE GAME AND THE GAME INFORMATION; AND (C) IT IS GRANTING THE CLUB, THE OPPOSING CLUB, AND EACH OF THEIR RESPECTIVE AGENTS AND LICENSEES (ON BEHALF OF THEMSELVES AND ANY MINOR(S) ACCOMPANYING THE LICENSEE) THE UNRESTRICTED RIGHT AND LICENCE TO RECORD THE VOICE, IMAGE, AND/OR LIKENESS OF THE LICENSEE, ANY MINOR(S) ACCOMPANYING THEM, AND THE LICENSEE'S REPRESENTATIVES BY ANY MEANS AND TO USE THAT / THOSE RECORDING(S) FOR ANY PURPOSE, COMMERCIAL OR OTHERWISE, WORLDWIDE, IN PERPETUITY, IN THEIR ABSOLUTE DISCRETION AND WITHOUT ANY REQUIREMENT OF FURTHER PERMISSION OR REMUNERATION OF ANY KIND. THE RIGHTS GRANTED HEREIN TO THE CLUB AND THE OTHER ENTITIES DESCRIBED IN THE FOREGOING ARE ASSIGNABLE AND WILL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS LICENCE.**
13. Each Ticket covered by the Licence represents a separate non-renewable, revocable licence which only permits the bearer the right to: (a) enter the publicly-accessible areas of the Stadium at times determined by the Club; (b) attend the Regular Season Home Game identified by the Ticket; and (c) sit in the seat location within the Stadium identified by the Ticket. Game times and dates, opponents, and team rosters, including the *Dunedin Blue Jays* roster, are subject to change without notice to the Licensee. None of the Club, the City or the MLB Entities are responsible for lost, stolen, or duplicated Tickets. Each Ticket is good only for the particular Regular Season Home Game identified by the Ticket and no part of the purchase price will be refunded or credited by reason of the failure of Licensee or any other person to use it for such Regular Season Home Game.
14. **POLICY FOR CANCELLED GAMES.** Except as expressly set forth in this Section 14, the Tickets issued to the Licensee are not subject to any refund and will bear no cash value. In the event that a game to which a Ticket grants admission is not played or does not progress to or beyond a point of play constituting a regulation game under Major League Baseball's Official Baseball Rule 7.01 (formerly 4.10) on the specified date (each, a "**Cancelled Game**"), the Ticket for the Cancelled Game will grant admission to the rescheduled game (the "**Rescheduled Game**") and should be retained by the bearer of the Ticket. Tickets for cancelled games may not be exchanged for tickets for any other Regular Season Home Game or Postseason Games. No part of the purchase price of any Ticket will be refunded or credited by reason of the failure of Licensee or any other person to use such Ticket to attend the Rescheduled Game. In the event that a Cancelled Game is not rescheduled, then the amount paid by the Licensee hereunder on account of the Ticket(s) for any such Cancelled Game that is not rescheduled will be automatically refunded to the person or entity named on the Ticket Account via the same payment method in as soon as thirty (30) days from the date of the Cancelled Game. No credits will be issued. For more information, call the Club's ticket office at (727) 733-0429.
15. The Club may change, at any time, any of the Conditions, upon notice to the Licensee. If the Licensee does not accept a change to a Condition, the Licensee's sole remedy is to retain the existing Condition unchanged for the duration of the Licence period, upon notice to the Club within 30 days of the Licensee's receipt of the Club's notice of change of such Condition. In the event that Licensee does not provide such notice to the Club within such 30 day period, the Licensee will be deemed to have accepted the applicable change to the Condition. The Conditions cannot be changed by the Licensee.
16. If any provision of the Licence, the Conditions, or the Standards is/are found or held to be invalid or unenforceable under any statute, regulation, ordinance, executive order, or other rule of law, such term is deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order, or rule, and the remaining provisions of the Licence, the Conditions and the Standards, as applicable, will remain valid and enforceable to the fullest extent permitted by law.
17. **GOVERNING LAW; JURISDICTION.**
- (a) If the Licensee's primary place of residence is in the State of Florida, then the Licence and the Conditions will be governed exclusively by the laws of the State of Florida and the federal laws of the United States of America applicable therein, without giving effect to conflict of laws principles thereof, and, subject to Section 10, above, the exclusive venue for any disputes arising out of the Licence, including the Conditions or any Ticket(s) issued to the Licensee will be the courts of the State of Florida, located in Pinellas County, Florida for any claims that may be brought in state court or will be in the Middle District in Hillsborough County, Florida for any claims that may be brought in federal court.
- (b) If the Licensee's primary place of residence is anywhere other than in the State of Florida, then the Licence and the Conditions will be governed exclusively by the laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to conflict of laws principles thereof, and, subject to Section 10, above, the exclusive venue for any disputes arising out of the Licence, including the Conditions or any Ticket(s) issued to the Licensee will be the courts of the Province of Ontario, located in the City of Toronto.
18. Any written notice should be mailed to: Dunedin Blue Jays, Attention: Manager, Ticket Office Operations, 373 Douglas Avenue, Dunedin, Florida 34698. For additional information on the Ticket Account and other offers related to the *Dunedin Blue Jays*, please visit <http://www.bluejays.com> or call (727) 733-0429. This Section will survive the expiration or early termination of this Licence.
19. Unless earlier terminated by the Club in accordance with its terms, the Licence will expire on the day following the final Regular Season Home Game of 2023.

Latest update: March 27, 2023.