

## SEASON TICKET AND AUTOMATIC RENEWAL TERMS AND CONDITIONS

**THIS AGREEMENT CONTAINS AN AUTOMATIC RENEWAL FEATURE. IF YOU ENROLL IN A FULL SEASON TICKET PLAN (AS DEFINED BELOW), YOU WILL BE CHARGED, AND PAYMENTS WILL CONTINUE TO BE PROCESSED, FOR SEASON TICKETS ANNUALLY UNTIL YOU OPT-OUT. YOU WILL BE OFFERED THE OPPORTUNITY TO OPT-OUT ANNUALLY DURING AN OPT-OUT WINDOW WHICH WILL BE SPECIFIED ON THE APPLICABLE SEASON'S INVOICE WHICH WILL BE SENT TO YOU BEFORE THE START OF EACH SEASON. PLEASE SEE SECTION 4C FOR DETAILS.**

**THIS AGREEMENT INCLUDES AN ARBITRATION PROVISION WITH A CLASS ACTION WAIVER. THE ARBITRATION PROVISION MAY HAVE A SUBSTANTIAL IMPACT ON THE WAY IN WHICH YOU OR THE WINGS RESOLVE ANY CLAIM (UNLESS YOU REJECT IT).**

These Season Ticket and Automatic Renewal Terms and Conditions (the "Agreement") governs your purchase of tickets (each a "Ticket") to the Philadelphia Wings ("Wings") games played at the Wells Fargo Center (each a "Game") during the 2023-24 Season and for any subsequent seasons for which you do not opt-out. You have elected to purchase Tickets to either (1) each and every Regular Season Game (as defined in Section 4A) during the 2023-24 Season (a "Full Season Ticket Plan") or (2) a specified number of Regular Season Games not amounting to the whole Season (a "Partial Season Ticket Plan") (each such plan a "Season Ticket Plan"). This Agreement governs the terms of your Ticket purchase regardless of the manner in which you have agreed to purchase the Tickets. As set forth more fully in Section 4C, with respect to Full Season Ticket Plans, this Agreement will automatically renew for subsequent seasons unless you opt-out.

**1. Revocable License.** Each Ticket purchased as part of your Season Ticket Plan constitutes a revocable license. As a revocable license, each Ticket may be revoked at any time (including before or after the Wings actually deliver the Ticket) for any reason (including, without limitation, Preemption as defined in Section 4A) by the Wings, and, upon such revocation, the Wings shall refund or credit the holder of the Ticket in the amount of the stated face value of the Ticket, less the portion of any discount allocable to that Ticket as a result of the Ticket having been purchased as part of a Season Ticket Plan. Your sole remedy in connection with the revocation of a Ticket shall be the aforementioned refund or credit and, other than the aforementioned refund or credit, the Wings shall have no liability in connection therewith. The Wings' right to revoke described in this Section is in addition to the Wings' right to terminate any Ticket or Season Ticket Plan set forth in Section 7. Use of any Tickets and attendance at any Game are also governed by (i) the terms and conditions set forth on the Ticket itself (the "Ticket Policies"), (ii) the Wells Fargo Center policies, including security, alcohol and appropriate conduct policies (the "Wells Fargo Center Policies") and (iii) applicable laws, rules and regulations.

**2. No Refunds.** All sales of Tickets are final, and no refunds of payments or deposits for Tickets, or exchanges for Tickets, will be made unless otherwise specified in this Agreement.

**3. Payment Authorization.** In the event that you elect to pay for your Tickets in multiple installments, you authorize us, which includes, for the purposes of this Section 3, our service providers, agents and other representatives, to charge the credit card account you have provided to us or any substitute credit card account you (or your financial institution) later provide to us (the "Card") for each of the installment payments on or after the date it is due as specified in the attached or associated invoice, any subsequent season's invoice, any Playoff Offer (as defined in Section 4B) or any modified payment arrangement to which you and we may agree (the "Payment Authorization"). In the event that you make a partial payment or you are issued a credit to be applied towards your purchase of the Tickets, you authorize us to charge the Card for the amount specified above less the amount of such credit. In the event that we make an error in processing a charge, you authorize us to initiate a credit or debit to the Card to correct the error. You also authorize us to (i) charge the Card for any other amounts that are due and owing under this Agreement, including any late fee that you may owe and (ii) reinitiate any charge to the Card that is unsuccessful.

You acknowledge that we are not obligated to reinitiate any charge that is rejected and may terminate your Season Ticket Plan or revoke any Ticket(s) if a charge is rejected. You agree to update your Card information if it changes by contacting us at 215-952-LAX1. You represent and warrant that you are the owner or authorized user of the Card. You may cancel this Payment Authorization at any time by contacting us within such time as to allow a reasonable amount of time to process and act on your request (typically three [3] business days). Canceling this Payment

Authorization will not affect any obligation you may have under this Agreement. Each charge to the Card will be processed in U.S. Dollars and, if a charge is converted into another currency, its amount may vary based on fluctuations in the applicable conversion rate.

#### **4. Regular Season Games; Playoff Games; Automatic Renewal of Full Season Ticket Plans.**

**A. Regular Season Games.** The Tickets purchased as part of a Season Ticket Plan are only for those Games that are part of the National Lacrosse League (the “NLL”) 2023-24 regular season, or any subsequent regular season for which you, if you have a Full Season Ticket Plan, have not opted-out (collectively, “Regular Season Games”). Nothing in the Tickets, a Season Ticket Plan or this Agreement, should be construed to create a right on the part of any holder of any Ticket or Season Ticket Plan to Tickets for Games or events (*e.g.*, pre-season Games, playoff Games, the NLL All-Star game, the NLL draft or other international or neutral site Games) (“League Special Games”) other than those Games which are Regular Season Games. Further, you acknowledge and agree that we and/or the NLL may, as determined in our or the NLL’s sole discretion: (i) cancel, postpone, reschedule or relocate Games for any reason (*e.g.*, move a Game to an alternate venue for the purposes of playing a League Special Game, designate a Game as a sponsor Game) or (ii) modify or discontinue, temporarily or permanently, any aspect of the rules, operations and presentations of NLL games and events (including, without limitation, Games) (collectively, “Preemption”). You hereby waive and release any and all claims you may have against us or the NLL with respect to the Preemption of any game or event (including, without limitation, any Game).

#### **B. Playoff Games.**

**i. Full Season Ticket Plans.** If you are enrolled in a Full Season Ticket Plan, are in good standing under this Agreement or any applicable invoice, and are not delinquent with regard to any amounts you might owe under the Full Season Ticket Plan, you will be provided with a notification to purchase Tickets to use seats for playoff Games scheduled at the Wells Fargo Center for the 2023-24 Season (the “Playoff Offer”). The Playoff Offer will set forth the terms of the sale of playoff Game(s) Tickets that you may be eligible to purchase, including the location of the seats, the applicable prices, deposits and/or deadlines. **You agree to purchase Tickets to use the seats set forth in the Playoff Offer in accordance with the terms of the Playoff Offer for the playoff Games during the 2023-24 season (and any subsequent season for which you have not opted out of automatic renewal) unless you decline the Playoff Offer by following the instructions set forth therein.** You further agree to have your Card charged in accordance with the terms of the applicable Playoff Offer and the Payment Authorization set forth in Section 3. If you decline the Playoff Offer or do not satisfy the applicable purchase requirements (*e.g.*, because you are delinquent in your payments), the playoff Tickets may be offered to third parties or the general public for any playoff Games for the 2023-24 Season (or any subsequent season for which you have not opted out of automatic renewal, if applicable). Unless the Playoff Offer provides otherwise or the Wings notify you otherwise, Tickets to playoff Games shall be otherwise subject to the terms and conditions of this Agreement.

**ii. Partial Season Ticket Plans.** If you are enrolled in a Partial Season Ticket Plan, you will not receive a Playoff Offer. However, if you are in good standing under this Agreement or any applicable invoice and are not delinquent with regard to any amounts you might owe under the Partial Season Ticket Plan, you may be provided, in the Wings’ sole discretion, with the opportunity to purchase Ticket(s) to playoff Game(s) prior to the general public (each a “Pre-Sale Opportunity”). The terms of the Pre-Sale Opportunity(ies), if any, will be separately communicated and, unless indicated otherwise, Tickets offered pursuant to Pre-Sale Opportunities will not be guaranteed but rather sold on a “first-come, first served” basis. Unless the Pre-Sale Opportunity provides otherwise or the Wings notify you otherwise, Tickets to playoff Games shall be otherwise subject to the terms and conditions of this Agreement.

**C. Automatic Renewal of Full Season Ticket Plans.** Subject at all times to Section 4D, Full Season Ticket Plans will renew automatically for subsequent Regular Season Games. Before the beginning of any subsequent season (typically in the first quarter of the year), we will send an invoice to you either via first class mail or email to the address or email address that you have provided to us which will specify the dates and estimated amounts of the payments that are scheduled to come due under the upcoming season’s Season Ticket Plan. You agree to promptly notify us of any updated address and/or email address that should be used to contact you. The invoice may include terms that differ from the terms and conditions set forth in a previous Season Ticket Plan including, without limitation, different seat locations, different per-seat prices, the payment of a deposit or terms that are in addition to or different from the terms and conditions of any previous Season Ticket Plan. By choosing to not opt-out in the manner set forth

in the applicable invoice, you agree to be bound by such terms. **If you do not wish to purchase Tickets for the upcoming season under the terms set forth in the invoice, you may opt-out of the automatic renewal at any time during the opt-out period by mailing written notification (including your account number and daytime telephone number) to the Wings at 3601 South Broad Street, Philadelphia, PA 19148 (Attn: Customer Service) or in any other manner set forth in the invoice. The opt-out period will be set forth in the invoice.** If you do not opt-out of the automatically-renewing Full Season Ticket Plan before the end of the opt-out period, you agree to purchase the Tickets that comprise the Season Ticket Plan (and any applicable playoff Tickets) under the terms of this Agreement and any applicable invoice by making the payments specified in the invoice in accordance with the Payment Authorization in Section 3. Except as set forth above, you may not cancel or opt-out of the automatically renewing Full Season Ticket Plan. Season Ticket Holders (as defined in Section 8A) of Partial Season Ticket Plans are not subject to an automatic renewal requirement but may be offered the opportunity to purchase Tickets for subsequent seasons after the conclusion of the current season.

**D. No Right to Renewal.** We reserve the right to terminate or modify the automatic renewal of Full Season Ticket Plans at any time, for any reason and without recourse. For the avoidance of doubt, nothing in the Tickets, the Season Ticket Plan, any Playoff Offer or Pre-Sale Opportunity, or this Agreement should be construed to create a right on the part of any Season Ticket Holder to renew a Season Ticket Plan or to purchase Tickets to seasons, games or events subsequent to the 2023-24 regular season. Without waiver of the foregoing, except with respect to those Season Ticket Holders whose Tickets are to accessible seats but who do not require accessible seating and/or those Season Ticket Holders whose Tickets are to seats in area(s) of the Wells Fargo Center which have been re-configured and therefore no longer exist in the same form, it is the Wings' standard policy to offer (i) those Season Ticket Holders who have Full Season Ticket Plans and who are in compliance with the terms and conditions of this Agreement and any applicable invoice, the opportunity to purchase Full Season Tickets Plans for the following season and (ii) those Season Ticket Holders, who have Partial Season Ticket Plans and who are in compliance with the terms and conditions of this Agreement and any applicable invoice, the opportunity to purchase Partial Season Tickets Plans for the following season, all provided that the Wings have available inventory. Any such purchase will be solely on the terms offered, which may include a different seat location, different per-seat prices, the payment of a deposit, different Games (with respect to Partial Season Ticket Holders), or terms that are in addition to or different from the terms and conditions of this Agreement or any applicable invoice.

**5. Ticket Activation.** The barcode on each Ticket will be activated in chronological order after you have made payments sufficient to cover the price we have charged you for that Ticket. If your account is delinquent with regard to any amounts you might owe under the Season Ticket Plan as set forth in this Agreement and the applicable invoice, then the barcodes on the original Tickets you received may be voided, in which case the Tickets will not permit entry to the Wells Fargo Center. In addition, if your account is delinquent, certain of your Tickets may be deactivated and you must go to the Box Office at the Wells Fargo Center to retrieve or reactivate your Tickets after curing the delinquency (should we agree to allow this).

**6. Late Fee.** In the event that any installment payment is 10 or more days late (because, *e.g.*, the charge to your Card fails), you agree to pay us a late fee equal to the lesser of 5% of the unpaid amount or \$10.

**7. Termination.**

**A. Generally.** This Agreement may be terminated without notice in the event that (1) you breach the terms and conditions of this Agreement, including the payment of any amounts when due, (2) you or anyone using the Tickets engages in inappropriate or improper conduct or violates or breaches the Wells Fargo Center Policies or Ticket Policies, or (3) you or anyone using the Tickets violates applicable laws, rules or regulations related to the Tickets or attendance at Games.

**B. The Wings' Rights Upon Termination.** Upon termination, to the extent permitted by applicable law, the Wings may, without notice, and in addition to deactivating the Tickets remaining in your Season Ticket Plan, accelerate the outstanding payments due under this Agreement and require that you immediately pay the entire unpaid balance for the Tickets and any other payments required under this Agreement. In addition, the Wings shall have no obligation to refund amounts already paid pursuant to your Season Ticket Plan, or any other payments already made pursuant to this Agreement. The Wings may use all legal rights of enforcement. If the Wings prevail in an action to enforce this Agreement, you will pay the Wings' reasonable costs of collection, including attorneys' fees and court costs, to the extent permitted by applicable law.

**C. Resale of Tickets.** The Wings shall have no obligation to resell Tickets to your seats in the event of termination. If the Wings do resell Tickets to your seats, you shall remain liable to the Wings for the balance of all amounts due hereunder, as well as all reasonable costs (including, without limitation, reasonable attorneys' fees and court costs) incurred by the Wings arising out of the events giving rise to termination, provided, however, that the amount collected by the Wings in respect of reselling Tickets, less costs incurred in connection therewith, shall be applied to reduce your liability unless, at the time of the resale, there remains available for sale in the Wings' inventory other seating in the nature of your seating (e.g. if you have lower level seats and other lower level seats are available).

## **8. Season Ticket Account.**

**A. Season Ticket Holder of Record.** Only the person named on the invoice or purchase order form (the "Season Ticket Holder") may conduct transactions involving the Season Ticket Plan. The Wings retain the exclusive right to settle, in their sole discretion, any and all disputes concerning who is the Season Ticket Holder.

**B. Transfers.** At the Wings' sole discretion and approval, a Season Ticket Holder may transfer the Season Ticket Holder's Season Ticket Plan. To transfer a Season Ticket Plan, the Season Ticket Holder must send a written request to the Season Ticket Holder's account representative. Any transfer of the Season Ticket Plan approved by the Wings may be subject to a \$100.00 processing payment.

**C. Third Party Payments.** A third party may make payments on a Season Ticket Plan that has been established in the name of another individual or entity. Such payment does not establish any rights or benefits for such third party to the Season Ticket Plan, the Wings or any other aspect related to the Tickets.

## **9. Miscellaneous.**

**A. Reservation of Rights.** The Wings expressly reserve the right to unilaterally (i) change any Ticket Policies or Wells Fargo Center Policies at any time and for any reason, (ii) as permitted by law, change any of the terms and conditions of this Agreement, Ticket prices or other policies, playoff terms and conditions, and terms of purchase for subsequent seasons at any time and for any reason, and (iii) apply changes differently to different persons or entities, including any person who resells or offers for resale Tickets (whether licensed to do so or not).

Additionally, certain Season Ticket Holders may be eligible to receive benefits, experiences and discounts ("Benefits") in addition to their Tickets at no additional charge. The Wings have sole discretion to determine which Season Ticket Holders qualify for such Benefits. Benefits may be modified, revoked or terminated by the Wings, as to an individual Season Ticket Holders or all Season Ticket Holders, at any time and for any reason, without compensation or damages of any kind.

**B. Notices and Requests.** All notices and requests relating to a Season Ticket Plan (including change of address) must be given in writing by the Season Ticket Holder to the Wings and sent to the attention of Wings Customer Service, 3601 South Broad Street, Philadelphia, PA 19148. All correspondence should include the account number and daytime telephone number of the Season Ticket Holder.

**C. Waiver; Remedies.** Time is of the essence with regard to any payment terms, automatic renewal opt-out terms or any terms that relate to the acceptance or rejection of a Full Season Ticket Plan or a Playoff Offer. No failure or delay by the Wings to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy in case of a breach of this Agreement, shall constitute a waiver of any breach or any subsequent breach of such term.

**D. Governing Law.** Except as set forth to the contrary in the Arbitration Provision, any claim, dispute or controversy arising from or relating to this Agreement, whether based in contract, tort, fraud or otherwise and regardless of the place of your residence, is governed by, and construed in accordance with, federal and Pennsylvania law, without regard to Pennsylvania conflict of laws principles.

**E. Personal Information and Privacy.** The Wings have the right to use the personal information provided in connection with this Agreement (i) for the continued administration and maintenance of any Season Ticket

Plan, (ii) to review your account to determine whether other products or services we provide may be of interest to you, (iii) to conduct another transaction you request, (iv) to provide you with information about third-party products or services, (v) for business-related matters, and/or (vi) as otherwise set forth in the Privacy Policy posted on the Wings official website (currently <http://www.comcastspectacor.com/privacy-policy>). If you have any questions regarding our data collection practices or would like to opt out of the future sale of your personal information, please contact us at [privacy@comcastspectacor.com](mailto:privacy@comcastspectacor.com)

**F. Prohibited Items.** For the comfort and safety of all patrons, the following items are not permitted inside Wells Fargo Center: weapons, self-defense sprays, explosives, fireworks, fuels, torches, lighter fluid, knives, brass knuckles, billy clubs, black jacks, kubatons, bats, martial arts weapons, night sticks, nunchucks, stun guns/tasers, tools, razor type blades, scissors, outside food and beverages (except baby food and for medical reasons), animals (unless service animals or service animals in training), bottles, cans and other beverage containers (except empty water bottles), sealed packages of any kind, aerosol cans, noisemaking devices, drones (UAS-Unmanned Aircraft Systems) and other model aircrafts, frisbees, beach balls, laser pointing devices, items intended to create optical distraction, selfie sticks and telescopic devices, hazardous items, chemicals, paint thinners, large banners and flags, optical illusions (such as pinwheels and umbrellas), strollers, any bags which are larger than 4.5" x 6.5" (except for declared medically necessary items after proper inspection), hoverboards, skateboards, professional cameras, cameras with detachable lenses or lenses longer than 2.5", professional audio and video equipment, and any other items deemed inappropriate or dangerous by Wells Fargo Center personnel.

**G. Prohibitions on Resale of Tickets.**

i. Resale or attempted resale of any Ticket on the property of the Wells Fargo Center is prohibited, unless specifically authorized or endorsed by the Wings, and is grounds for seizure or cancellation without refund or compensation. Such action may result in revocation of your Tickets and termination of your Season Ticket Plan.

ii. Resale and trade activity may be monitored and tracked by the Wings. In the event that the Wings determine that you have purchased a Season Ticket Plan for the primary purpose of re-selling the Tickets on the secondary market as a business, the Wings reserve the right to terminate this Agreement upon written notice to you. In the event your Season Ticket Plan is terminated for this reason, the Wings will provide you with written notice of such election, and will refund any pre-paid portion of the amount owed under the Season Ticket Plan for which you have not received a benefit. However, and without limiting any of the Wings' rights or remedies in connection with any such breach, you shall be obligated to pay (and the Wings may retain) that portion of the amount owed under the Season Ticket Plan which relates to Games which occurred before exercise of these termination rights.

**H. Risks Assumed/Waiver of Liability.** By purchasing a Season Ticket Plan, you voluntarily assume all risks and dangers incident to attending a game of lacrosse whether such risks and dangers occur before, during or after the game. Such risks and dangers include, but are not limited to, all personal or property injury or death caused by or related to balls, sticks, lacrosse equipment, promotional items, and other projectiles. You agree that the Wings, Wells Fargo Center, the NLL, the City of Philadelphia, and their agents, employees, owners, partners, trustees, and related entities are not responsible for any such risks and dangers. In no event shall the Wings or Wells Fargo Center be liable for consequential or indirect damages.

**I. Other Terms.** The rights given to the Wings in this Agreement are in addition to any other rights under law. **The terms of this Agreement should be read carefully because only those terms in writing are enforceable. No other terms or oral promises not contained in this Agreement may be legally enforced.**

**10. Arbitration Provision.** Unless you have exercised or exercise your right to reject arbitration under subsection (N) below, the following Arbitration Provision will apply:

**A. General.** Either you or we may elect to arbitrate or require the other party to arbitrate any Claim (as defined below) under the following terms and conditions. If you or we elect to arbitrate a Claim, neither you nor we will have the right to: (i) have a court or a jury decide the Claim; (ii) participate in a class action in court or in arbitration, either as a class representative or a class member; (iii) act as a private attorney general in court or in arbitration; or (iv) join or consolidate your Claim(s) with claims of any other person. The right to appeal and the right



to pre-arbitration discovery are more limited in arbitration than in court. Other rights that you would have if you went to court may also not be available in arbitration.

**B. Definitions.** The following definitions apply to this Arbitration Provision, even if terms defined in this Arbitration Provision are defined differently elsewhere in this Agreement:

(i) “We,” “us” and “our” mean the Wings, together with any subsequent holder of this Agreement. Also, these terms include the parents, subsidiaries, affiliates and successors of such companies, as well as the officers, directors, agents and employees of any of the foregoing. These terms also include any party named as a co-defendant with us in a Claim asserted by you, such as marketing companies, servicers and debt collectors. “You,” “your” and “yours” include each and every purchaser and user of the Tickets.

(ii) “Administrator” means the American Arbitration Association (“AAA”), 120 Broadway, Floor 21, New York, NY 10271, [www.adr.org](http://www.adr.org), 800-778-7879; JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, [www.jamsadr.com](http://www.jamsadr.com), 800-352-5267; or any other company selected by mutual agreement of the parties. If both AAA and JAMS cannot or will not serve and the parties are unable to select an Administrator by mutual consent, the Administrator will be selected by a court with jurisdiction. Notwithstanding any language in this Arbitration Provision to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by any Administrator that has in place a formal or informal policy that would purport to override subsection (D) below, captioned “No Class Actions” (the “Class Action Waiver”).

(iii) “Claim” means any claim, dispute or controversy between you and us that in any way arises from or relates to the Tickets or this Agreement, including disputes arising from actions or omissions prior to the date of this Agreement. “Claim” has the broadest reasonable meaning, and includes initial claims, counterclaims, cross-claims and third-party claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity (including any claim for injunctive or declaratory relief). However, it does not include disputes about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof (including, without limitation, the Class Action Waiver, the final sentence in subsection (J) under the caption “Survival, Primacy, Severability” and/or this sentence); all such disputes are for a court and not an arbitrator to decide. However, any dispute or argument that concerns the validity or enforceability of the Agreement as a whole is for the arbitrator, not a court, to decide. Claim does not include: (1) any individual action brought by you in small claims court or your state’s equivalent court, unless such action is transferred, removed, or appealed to a different court; (2) the exercising of any self-help rights by you or us or (3) any individual action in court by one party that is limited to preventing the other party from using a self-help remedy and that does not involve a request for damages or monetary relief of any kind. The institution and/or maintenance of any such right, action or litigation will not constitute a waiver of the right of either of the parties to compel arbitration regarding any other dispute subject to arbitration pursuant to this Arbitration Provision.

**C. Starting or Demanding Arbitration.** To start an arbitration, the Claimant (as defined below) must commence the arbitration in accordance with the Administrator’s rules. To require arbitration of a Claim, the Defending Party must give the Claimant a written demand for arbitration. This demand may be given after a lawsuit has been filed and may be given in papers or motions in the lawsuit. If an arbitration is commenced or an arbitration demand is given, the Claim will be resolved by arbitration under this Arbitration Provision and the applicable rules of the Administrator then in effect. Even if all parties have opted to litigate a Claim in court, you or we may elect arbitration with respect to any Claim made by a new party or any Claim later asserted by a party in that or any related or unrelated lawsuit (including a Claim initially asserted on an individual basis but modified to be asserted on a class, representative or multi-party basis). Nothing in that litigation shall constitute a waiver of any rights under this Arbitration Provision.

**D. No Class Actions.** Notwithstanding any language herein to the contrary, if you or we elect to arbitrate a Claim, neither you nor we will have the right to: (i) participate in a class action in court or in arbitration, either as a class representative, class member or otherwise; (ii) act as a private attorney general in court or in arbitration; or (iii) join or consolidate Claims by or against you with claims by or against any other person, and the arbitrator will have no authority to conduct any such class, private attorney general or multiple-party proceeding or to issue any relief that applies to any person or entity other than you and/or us individually.

**E. Location and Costs.** Any arbitration hearing that you attend will take place in a location that is reasonably convenient for you. If you cannot obtain a waiver of the Administrator's or arbitrator's filing, administrative, hearing and/or other fees, we will consider in good faith any request by you for us to bear such fees. We will pay for our own attorneys, experts and witnesses and will pay the reasonable fees and charges of your attorneys, experts and witnesses if you win the arbitration. Even if you do not win the arbitration, we will pay any of the Administrator's or arbitrator's filing, administrative, hearing and/or other fees, and the fees and charges of your attorneys, experts and witnesses, if and to the extent we are required to pay such fees and charges by law or in order to make this Arbitration Provision enforceable.

**F. Arbitrator Selection.** The arbitrator will be appointed by the Administrator in accordance with the rules of the Administrator. However, unless the parties agree otherwise, the arbitrator must be a retired or former judge or a lawyer with at least 10 years of experience.

**G. Discovery; Getting Information.** In addition to the parties' rights under the Administrator's rules to obtain information prior to the hearing, either party may ask the arbitrator for more information from the other party. The arbitrator will decide the issue in his or her sole discretion, after allowing the other party the opportunity to object.

**H. Effect of Arbitration Award.** Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitrator's award will be final and binding, except for: (1) any appeal right under the Federal Arbitration Act, 9 U.S.C. §1 et seq. (the "FAA"); and (2) Claims involving more than \$50,000. For Claims involving more than \$50,000, any party may appeal the award to a three-arbitrator panel appointed by the Administrator, which will reconsider anew any aspect of the initial award that is appealed. The panel's decision will be final and binding, except for any appeal right under the FAA. The costs of any appeal will be borne in accordance with subsection (E) above, captioned "Location and Costs." No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this Agreement.

**I. Governing Law.** This Agreement governs transactions involving interstate commerce and accordingly this Arbitration Provision will be governed by the FAA and not by any state law concerning arbitration. The arbitrator will follow applicable substantive law to the extent consistent with the FAA, applicable statutes of limitation and privilege rules that would apply in a court proceeding, and will be authorized to award all remedies available in an individual lawsuit under applicable substantive law, including, without limitation, compensatory, statutory and punitive damages (which will be governed by the constitutional standards applicable in judicial proceedings), declaratory, injunctive and other equitable relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim), and attorneys' fees and costs. Upon the timely request of either party, the arbitrator will write a brief explanation of the basis of his or her award. The arbitrator will follow rules of procedure and evidence consistent with the FAA, this Arbitration Provision and the Administrator's rules.

**J. Survival, Primacy, Severability.** This Arbitration Provision will survive the termination of this Agreement, your fulfillment or default of your obligations under this Agreement and/or your or our bankruptcy or insolvency (to the extent permitted by applicable law). In the event of any conflict or inconsistency between this Arbitration Provision and the Administrator's rules or this Agreement, this Arbitration Provision will govern. If any portion of this Arbitration Provision is deemed invalid or unenforceable, the remaining portions will nevertheless remain in force, except that:

(a) If a determination is made with respect to any Claim that does not seek public injunctive relief that the Class Action Waiver is unenforceable, and that determination becomes final after all appeals have been exhausted, only this sentence of the Arbitration Provision will remain in force and the remaining provisions will be null and void; and

(b) If a Claim is brought seeking public injunctive relief and a court determines that the restrictions in the Class Action Waiver or elsewhere in this Arbitration Provision prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such Claim (and that determination becomes final after all appeals have been exhausted), the Claim for public injunctive relief will be determined in court and any

individual Claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a Claim for public injunctive relief be arbitrated.

**K. Amendment/Termination.** Notwithstanding any provision of this Agreement to the contrary, we will not amend this Arbitration Provision in a manner that adversely affects your rights or responsibilities in a material manner unless we give you a right to reject the amendment and/or the Arbitration Provision in its entirety.

**L. Notice and Cure.** Prior to initiating a lawsuit or arbitration regarding a legal dispute or Claim, the party asserting the Claim (the "Claimant") will give the other party (the "Defending Party") written notice of the Claim (a "Claim Notice") and a reasonable opportunity, not less than 30 days, to resolve the Claim on an individual basis. Any Claim Notice to you will be sent in writing by mail to the address for you maintained in our records. Any collection letter we send to this address will be deemed to be a Claim Notice. Any Claim Notice to us will be sent by mail to us at The Philadelphia Wings, 3601 South Broad Street, Philadelphia, PA 19148, Attn: Legal Claim (or such other address as we subsequently provide you). Any Claim Notice you send must provide your account number and telephone number. Any Claim Notice must explain the nature of the Claim and the relief that is demanded. The Claimant must reasonably cooperate in providing any information about the Claim that the Defending Party reasonably requests.

**M. Special Payment.** If (i) you submit a Claim Notice on your own behalf (and not on behalf of any other party) in accordance with subsection (L), captioned "Notice and Cure" (including the timing requirements thereof), (ii) we refuse to provide you with the relief you request before an arbitrator is appointed, and (iii) an arbitrator subsequently determines that you were entitled to such relief (or greater relief), the arbitrator will award you at least \$5,500 in addition to the attorney, witness and expert fees and costs to which you are entitled.

**N. RIGHT TO REJECT ARBITRATION.** You may reject this Arbitration Provision by mailing a special rejection notice to The Philadelphia Wings, 3601 South Broad Street, Philadelphia, PA 19148, Attn: Arbitration Opt Out. You must sign the rejection notice, affirmatively state that you do not want arbitration to apply to your Tickets or Agreement and provide your name, address, telephone number and account number. We must receive your rejection notice within 45 days after the date of the invoice to which this Agreement is attached or associated. You may not reject arbitration by phone or by any method other than the method described above. If you want proof of the date of such a rejection notice, you should send the rejection notice by "certified mail, return receipt requested." If you do, we will reimburse you for the postage upon your request. Nobody else can reject arbitration for you (except an attorney at law you have personally retained); this is the only way you can reject arbitration. Your rejection of arbitration will not affect your right to Tickets or the terms of this Agreement apart than this Arbitration Provision.