

## BARRACUDA TICKET BUYER TERMS AND CONDITIONS

*Last revised March 9, 2022*

These Barracuda Ticket Buyer Terms and Conditions (these “Terms and Conditions”) apply to purchases of San Jose Barracuda season tickets and parking for the 2022-23 AHL season and are subject to modification in accordance with the terms hereof.

Your purchase of season tickets (and, if applicable, parking) from Sharks Minor Holdings, LLC (“Club”) is subject to, and by purchasing season tickets (and, if applicable, parking) you agree to, the following Terms and Conditions in addition to the terms and conditions set forth in the applicable season ticket member agreement entered into between Member and Club (together with these, Terms and Conditions, the “Agreement”):

**1. Season Tickets; Parking; Delivery of Tickets; Playoffs; Excluded Events.** Subject to the terms and conditions set forth in this Agreement, Club agrees to sell to the individual or entity listed as the account holder (“Member”) in the Agreement, and Member agrees to purchase, (a) tickets evidencing a license to use the seats at the section, row and seat number(s) (subject to relocation in accordance with this Agreement, the “Seats”) of the arena currently known as Tech CU Arena at Sharks Ice at San Jose in San Jose, California (the “Venue”) for the Games and/or (b) passes evidencing a license to use the number parking spaces in the parking lot (subject to relocation in accordance with this Agreement, the “Parking”) for use on the dates of the Games, in each case, as indicated in the Agreement.

All tickets to attend a San Jose Barracuda home hockey game at the Venue (each, a “Game”), including each ticket featured as part of a Ticket Package, or otherwise purchased, is a revocable license (each, a “Ticket”) issued by Club to Member. A “Ticket Package” is any multigame ticket package sold by Club, including a: (i) multiyear ticket plan; (ii) full-season ticket plan; (iii) half-season ticket plan; (iv) partial-season flex plan; or (v) any other partial-season plan or package offered for sale by Club. A Ticket grants Member admission to the applicable Game identified on the Ticket. The format and delivery method of the Tickets (whether hard copy, digital or mobile-based) shall be determined by Club in its sole discretion. Member acknowledges and agrees that Club, in its sole discretion, may deliver Tickets to Member via email, mobile application or text message.

Playoffs: Member acknowledges and agrees that the Ticket Package purchased only includes Tickets for preseason and regular season Games and does not grant Member admission to any Club playoff Games at the Venue (“Playoff Games”). Member may be entitled to purchase the same, or different, seat locations for Playoff Games for the seasons identified in the Agreement, at prices and under other terms (including the deadline for such purchase) established by Club, provided that the availability of such seats shall be subject to availability as determined by the AHL, Club and Venue in its sole discretion, and provided that Member is not in breach of this Agreement.

Excluded Events: Member acknowledges and agrees that the Ticket Package being purchased hereunder are solely for the 2022-23 AHL preseason and regular season Games presented by Club and played at the Venue, and for the avoidance of doubt, shall not include tickets, or the right to purchase tickets, to any other event or game that is not expressly referenced in this Section 1 unless separately purchased by Member. Member acknowledges and agrees that Club and/or AHL may cancel, postpone, reschedule or relocate Games or events for any reason (e.g., move a regular season Game of Club from Venue to an alternate venue for any reason), as determined in its/their sole discretion, as well as to modify or discontinue, temporarily or permanently, any aspect of the rules, operations and presentations of AHL games and events (“Preemption”).

In the event that any Game or event for which Tickets have been sold to Member is not played or presented in the Venue for any reason, including, but not limited to, Preemption, such Game or event shall in no way be deemed, argued, or construed to be a breach by Club of any terms, conditions, agreement, or any other duties or obligations in connection with the sale and use of the Tickets and, in such event, Member's sole remedy shall be a pro-rata account credit toward additional Club ticket products or refund equal to the price paid for the Tickets as specified in the ticket invoice, and Member hereby waives and releases any and all claims it may have against Club and/or the AHL with respect to such Games or events not played or presented at the Venue.

**2. Term and Termination.** The term of this Agreement shall commence upon the Effective Date identified in the Agreement and shall expire upon the conclusion of the final regular season Game played by Club in the applicable Season identified in the Agreement, subject to earlier termination as provided herein or extension through any Playoff Games, if applicable and any Renewal Terms (as defined in the Agreement) (collectively, the “Term”).

The Agreement shall terminate upon conclusion of the Season subject to Member’s right to purchase playoff tickets as described above, based on the type of Ticket Package purchased, including any Auto-Renewal periods of time, or immediately, at Club’s sole discretion, upon Member’s breach of any provisions of the Agreement and/or the Terms & Conditions. Tickets are issued and renewable at Club’s sole discretion and may be revoked at any time without cause by Club including, but not limited to, Member’s failure to pay. Changes to Seat locations, whether made during Select-A-Seat or otherwise, must be agreed to by Club in writing.

**3. Fees; Payments; Payment Plans.** As consideration for the benefits granted to Member by Club hereunder, Member shall pay the Ticket Package fees as set forth in ticket invoices provided to Member, identified in the Agreement and/or identified during Club’s online payment process (the “Total Amount Due”). Payment of the Total Amount Due, shall be made, as selected by Member either (a) in substantially equal monthly installments of the Total Amount Due (the “Installment Plan”); or (b) as a lump sum prior to the start of each AHL season during the Term (the “Annual Plan”). There shall be a 0% annual percentage interest charged on the Total Amount Due, which aggregate amount shall be the same if Member selects the Installment Plan or the Annual Plan.

To secure Member’s current seat locations, Member must make the first payment by the due date shown on the first invoice. If at any time during the Season, Member’s payments are not received by the due date, in Club’s sole discretion, the unused Tickets may be disabled (prohibiting access to the Venue) permanently or until the account is paid in full, Member’s seat locations will be released and Member will forfeit Member’s Ticket priority. Alternatively, in Club’s sole discretion, if at any time Member’s payments are not received by the due date, all unused Tickets may be disabled, Member’s original seat locations will be released, new seat locations will be selected by Club, new Tickets will be issued to Member and Member will forfeit Member’s Ticket priority. Member may pay online or may provide Club with a single, valid credit card number. In the event Member’s payment is rejected (e.g. NSF, declined credit card), Club may require Member to make all payments by using a specific method of tender. Member’s cancellation, breach or early termination of the Agreement does not release Member from its obligations to pay the Ticket Package Fee in full.

Payment Plans and Automatic Renewal. In the event Member and Club agree that Member may make the payments pursuant to the Installment Plan, Member shall provide Club with up to two (2) valid credit card numbers (if choosing to pay by credit card). Member may have the option to enroll in automatic renewal of Member’s Ticket Package plan for subsequent season(s) (“Auto-Renewal”) at then-current Ticket prices. Ticket prices may increase season to season under Auto-Renewal plans. Member must contact Club to cancel Auto-Renewal by emailing [sales@sjbarracuda.com](mailto:sales@sjbarracuda.com) or by contacting the appropriate Account Service Manager. If Member elects to enroll in Auto-Renewal of a Ticket Package, Member will receive email notification approximately two (2) weeks prior to Member’s card being charged for the first installment payment. If Member fails to timely opt out of the Auto-Renewal payment plan, Member will automatically be charged and will be locked in to their Ticket Package membership for an additional season and will not be eligible to cancel the Ticket Package until after the conclusion of that additional season.

If Member makes payments pursuant to the Installment Plan, the following information and disclosures are provided in connection with the Truth in Lending Act (TILA):

<b>Creditor</b>	Sharks Minor Holdings, LLC
<b>Annual Percentage Rate</b>	0%
<b>Amount Financed</b>	\$0

<b>Installment Plan</b>	The total number of payments and the amount of each payment is specified on the ticket invoice.
<b>Finance Charge</b>	There is no finance charge for participating in the Installment Plan.
<b>Total Amount Due</b>	The total cost of the Ticket Package is the Ticket Package Fee or Total Amount Due as set forth on the ticket invoice.
<b>Late Payment</b>	In Club's sole discretion, interest may accrue on any late payments at a rate equal to the lesser of (a) 1.5% per month or (b) the maximum rate of interest permitted by applicable law.
<b>Interest</b>	There is no assessed interest (other than due to a late payment).
<b>Prepayment</b>	There is no pre-payment penalty for paying the Fee in advance of the dates set forth in the Installment Plan.

**4. Non-Refundable, Cancellation and Payment upon Breach.** TICKETS ARE NON-REFUNDABLE AND NON-RETURNABLE. Notwithstanding the language governing Preemption set forth herein, Club will not be responsible to Member for the cancellation or non-performance of any Game scheduled at the Venue or for the inability of Member to use any Ticket due to any cause or circumstance beyond the control of Club, including without limitation strikes, lockouts, failure of utilities, quality of ice surface, epidemic, pandemic, COVID-19, restrictive laws or regulations, and/or acts of God. In the event the Agreement is canceled or otherwise terminated as a result of Member's breach of any portion of the Agreement, Member shall forfeit all monies paid to Club. This Section shall survive the termination or expiration of the Agreement. Breach of any of the terms and conditions contained herein entitles Club to all legal remedies available to it, including, without limitation, revocation or cancellation of the applicable Member account and all associated Tickets. Club reserves the right to refuse to sell Tickets to any individual or entity for any lawful reason.

**5. Lost or Stolen Tickets.** CLUB IS NOT RESPONSIBLE FOR LOST, STOLEN, DAMAGED OR ELECTRONIC TICKETS. Tickets will be issued to Member in a format chosen by Club in its sole discretion. Please safeguard the Tickets and their barcodes or RFID tags and handle them as one would handle cash. Upon receipt of any Ticket, risk of loss or theft of that Ticket passes to Club. Replacement tickets or barcodes may be issued in Club's sole discretion. Stolen Tickets will be replaced only when an official police report is presented to Club's Ticketing Department by the Member of record. These replacements will be honored over the Tickets originally issued and the original Tickets will be disabled. Lost Tickets (damaged, unreadable barcode, left at home, incorrect ticket presented for admission) will be replaced only when the account holder of record reports the loss to Club's Ticketing Department in writing by mail, email or fax, and includes a copy of a valid photo I.D. of the account holder of record. Replacement tickets or reissued barcodes will be issued only to the account holder of record when a valid, government-issued photo I.D. is presented and Club may charge a fee of \$5 per reissued Ticket. Replacement Tickets will not be issued for tickets purchased on a per Game basis.

**6. Premium Tickets.** If, as expressly set forth on the ticket invoice, Member purchases a license to use Seats in an area of the Venue designated by Club as a premium area and/or providing access to a premium area within the Venue ("Premium Tickets") and for which such Premium Tickets include a food and beverage credit (as determined by Club and as specified on the ticket invoice), then, for each Game during the Term, each of Member's Premium Tickets shall be loaded with a credit in a predetermined dollar amount (as determined by Club in its sole discretion) to be used by Member or Member's guest using the applicable Premium Ticket for food and beverage at participating concessions locations (designated by Club) in the Venue. Any unused portion of the credit at the end of each Game shall expire and not carry forward to a subsequent Game and any unused portion of the credit at the end of the Season shall expire and not carry forward to a subsequent season or other event at the Venue. For purposes of clarity, the credit may not be used to purchase merchandise in the Venue. Use of Premium Tickets are subject to additional details and restrictions, as set by Club in its sole discretion.

**7. Code of Conduct.** Any Member or guest of Member using the Tickets to access the Seats during Games who violates Club's and/or the AHL's fan code of conduct, or otherwise behaves in an unruly or disruptive manner at the

Venue, including, without limitation: using aggressive or foul language; appearing intoxicated; physically or verbally abusing Venue or Club employees or personnel, other fans, game officials, players, or coaches; whether such behavior occurs during, before, or after a Game, may be ejected from the Venue. If a Member (or any individual to whom Member has given/sold its Tickets) engages in such behavior, Club reserve the right to terminate the applicable Member account without refund or compensation in accordance with the Agreement and AHL policy. Furthermore, if Member, in Club's sole discretion, treats any Club employees or personnel in an abusive or disrespectful manner at any time, Club expressly reserves the right to cancel the applicable Member account without refund or other compensation to Member.

**8. Compliance with Laws, Rules and Regulations.** At all times while Member is in the Venue, in use of the Seats or Parking, in the areas outside of the Venue, or while seeking entry into the Venue, Member, on behalf of itself and each of its guests using the Tickets, agrees to comply with all applicable local, state and federal laws, rules, regulations and legal requirements, including without limitation, health and safety protocols, screenings, the terms on the back of or accompanying the Tickets, and other policies and procedures. Violation of this section may subject Member and its guests to be refused entry into the Venue, or eviction from the Venue and/or loss of future Club season ticket privileges. Member is responsible for the actions of its invitees and guests or any other person using the Member's Tickets.

**9. Restrictions.** Member is responsible for all personal property brought to the Venue. Smoking in the Venue is strictly prohibited. Member and any person using Member's Tickets will not attach, hang, or display advertisements or other notices in the Venue. The use of laser pointers, video or audio recording equipment, tri-pods, extended length zoom lenses and other professional camera equipment in the Venue is prohibited. Club and its employees and agents, reserve the right to confiscate laser pointers, tape or film, and evict any Members or other ticket users from the Venue.

**10. Accessible Seating.** Designated accessible seating locations in the Venue are reserved for guests who require accommodations as a result of a disability. Should Member or guest require a seating accommodation as a result of a disability, Member shall provide Club with at least two (2) weeks or as much advance notice as possible, and relocation to a designated accessible seating location shall be on a first-come, first-served basis, subject to availability and Club and AHL policies. For Tickets issued in a designated accessible seating location, should Member not require such seating accommodations, Member shall immediately notify Club and Club may, in its discretion, exchange the Tickets for alternative seat locations, subject to availability. Club reserves the right to confirm, to the extent permitted by applicable law, Member's need for seating accommodations as a condition for providing seating accommodations and if such confirmation is not provided, Club may, at its option, relocate Member's seat locations to non-accessible seating locations or cancel the Tickets.

**11. COVID-19 Advisory.** Member, on behalf of itself and its guests using the Ticket Package hereunder, understands and voluntarily assumes all risks associated with attending Games at the Venue and with interacting with others given the current status of the COVID-19 pandemic. **Member acknowledges and agrees that COVID-19 is extremely contagious and that there is an inherent danger and risk of exposure to COVID-19 in any place where people are present. No precautions, including the protocols Club has put in place, can eliminate the risk of exposure to or contraction or transmission of COVID-19, and the risk applies to everyone. Member hereby releases and covenants not to sue Club or its affiliates with respect to any claim or potential claim related in any way to COVID-19.** Member's and its guests' use of the Ticket Package and admission to Games is subject to compliance with all applicable health and safety protocols, policies, and screenings in effect, which are subject to change from time to time. Admission into the Venue may be denied or revoked due to refusal to comply with applicable health and safety protocols or policies and tickets will not be refunded. If Games are rescheduled due to COVID-19, Member will receive tickets to the rescheduled game and will not be entitled to any refund, credit or other remedy. If Games are canceled due to COVID-19 or Games are played in the Venue without fans, Member will receive a pro rata credit toward future payments equal to the value of the tickets for the canceled Game but will not receive a refund. Club expressly reserves the right to, and may without refund, relocate Member's seats to comparable seating locations if necessary to comply with COVID-19 health and safety protocols. Any such relocation shall not be a breach of the

Agreement or these Terms and Conditions and Member shall not be entitled to a credit or refund for any such relocation due to COVID-19.

**12. Assumption of Risk and Indemnification.** MEMBER SHALL INDEMNIFY AND HOLD HARMLESS CLUB, SAN JOSE ARENA MANAGEMENT, LLC ("SJAM"), SAN JOSE SHARKS, LLC, SHARKS ICE, LLC, THE CITY OF SAN JOSE, and each of their respective parents, subsidiaries and affiliates and their respective directors, officers, members, managers, owners, agents, employees and servants (collectively "Indemnitees") from and against any and all claims, suits, causes of action, damages, losses, liabilities, costs and expenses (including without limitation, reasonable attorneys' fees and court costs) of any kind whatsoever (collectively "Claims") arising out of or in connection with the Member's or its agents', employees', guests' or assigns' or transferees' (i) use of the Tickets and/or Seats and/or Parking, (ii) breach of this Agreement, or (iii) act or omission, neglect or wrongdoing. Member shall, at its sole cost and expense, defend (with counsel acceptable to the Indemnitees) the Indemnitees against any and all such Claims. Member and all persons using a Ticket assume all risk and danger of personal injury, death, disease and all other hazards and losses, both personal and property, arising from or related by any way to the use of the Tickets or a Game for which a Ticket is issued, whether occurring prior to, during or after the Game including, without limitation, the risk of being injured by a hockey puck, hockey stick, objects (including thrown objects), spectators, players, communicable disease, or acts of negligence and Member and any other user of a Ticket hereby releases Club, the AHL and each of its member clubs, the City of San Jose, SJAM, and each of their respective affiliates, subsidiaries, parent companies and officers, employees and agents of each from any such claims or injuries.

Member expressly waives and relinquishes all rights and benefits afforded by California Civil Code Section 1542 and does so, understanding and acknowledging the significance of such waiver and understands that Section 1542 states as follows:

**"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

This Section shall survive the termination or expiration of the Agreement.

**13. Modification.** Club reserves the right, in its sole discretion, at any time to modify, amend, revise, update or supplement these Terms and Conditions.

**14. Governing Law; Waiver of Jury Trial; Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the internal laws of the state of California without regard to its conflict of laws principles that may cause the application of laws of another jurisdiction. **MEMBER AND CLUB EACH HEREBY WAIVE TRIAL BY JURY AND CONSENT TO EXCLUSIVE JURISDICTION IN ANY COURT LOCATED IN SANTA CLARA COUNTY, CALIFORNIA, FOR RESOLUTION OF ANY DISPUTE UNDER OR IN CONNECTION WITH THIS AGREEMENT.** Notwithstanding the foregoing, the parties each agree that any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be resolved exclusively by final and binding arbitration in San Jose, California. The arbitration shall be administered by the American Arbitration Association ("AAA") in accordance with the AAA rules then in effect. Judgment on the arbitrator's award may be entered in any court having jurisdiction and the sole grounds on which the arbitrator's decision may be appealed are those set forth in the Federal Arbitration Act, 9 U.S.C. §10(a). This clause shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court in Santa Clara County, California.

**15. Taxes; Fees.** Member shall either pay directly or reimburse Club for any facility, sales, privilege, use, admission, amusement, entertainment, occupancy, personal property or other taxes, surcharges or fees (other than Club's income taxes) that may be imposed with respect to or on an account of the Tickets, the license or use of the Seats and/or Parking or provision of tickets, passes and other benefits hereunder. Without limiting the foregoing, in the event any tax shall become due with respect to Member's use of the Tickets or Parking, Club shall provide Member

with an invoice and Member agrees to remit such amount to Club within ten (10) business days of receipt of such invoice. Except as expressly stated otherwise in the Agreement, Club will not be obligated to refund any amounts paid by Member.

**16. Subordination.** This Agreement and the rights and interests of Member hereunder shall be subordinate and subject to Club's right to use the Venue pursuant to its lease with the City of San Jose, as such lease may be amended or otherwise modified from time to time.

**17. Typographical Errors.** In the event any Seat(s) or Parking is listed on the Agreement, ticket invoice or other document relating to the purchase at an incorrect price or location within the Venue due to typographical or other error, Club shall have the right to refuse or cancel any orders placed for Seat(s) or Parking listed at the incorrect price or seating location, whether or not the order has been confirmed and Member's payment processed.

**18. Promotions; Publicity; Intellectual Property.** Tickets may not be used for contests, sweepstakes or other promotional purposes (including without limitation, as raffle prizes for charities) without Club's or the AHL's express written consent. Member irrevocably grants Club, the AHL, and each of their respective parent companies, subsidiaries, affiliates, partners and sponsors the right to use, display, license or sell the image, voice, name, biographical data, likeness and/or persona of Member or Member's guests as part of any motion picture, telecast, publication, distribution, or reproduction in any media now known or hereafter developed, in each case, for any purpose (commercial or otherwise), without reservation or limitation and without compensation. Member further expressly consents on an ongoing basis to allow Club, its agents, affiliates, sponsors or related third parties to communicate with Member by mail, email, SMS/text message, telephone, facsimile and/or by any other method. Such communications shall include any and all marketing and promotional communications. Member acknowledges and agrees that nothing in this Agreement grants Member any right, title, license or interest in or to any logos, trademarks or other intellectual property of Club or the AHL.

**19. Relocation of Seats or Parking.** Club expressly reserves the right to relocate the Seats to any other location in the Venue (with a price adjustment, if applicable, based on the rate at which Club is offering the new seats for sale at the time of relocation) if Club determines, in its sole discretion, such relocation is (a) advisable to facilitate any construction project or other modification (including any changes to the Seats or the areas in which the Seats are located) at the Venue; and/or (b) deemed necessary or advisable pursuant to any law, rule or legal requirement, including, without limitation, relating to health and safety. If Club exercises its right to relocate Member's Seats, Club agrees to use its commercially reasonable efforts to provide alternative Seats at a location with a comparable vantage point. Member acknowledges that Club makes no guarantee of any specific locations and that the alternative Seats will be provided based on availability as determined by Club in its sole discretion. Club further expressly reserves the right to relocate the Parking to any other parking lot controlled by Club if Club determines, in its sole discretion, such relocation is (x) advisable to facilitate any construction project or other modification to the Venue or other property owned or controlled by Club; (y) to accommodate any other event which requires use of the applicable parking lot; and/or (z) deemed necessary or advisable pursuant to any law, rule or legal requirement, including, without limitation, relating to health and safety. Member agrees that if Club permits Member to relocate the Seats or Parking to a new location, the new seats and/or parking shall be subject to this Agreement.

**20. Representations and Warranties.** Member represents and warrants that (a) it has full power and legal authority to enter into and perform this Agreement in accordance with its terms and (b) this Agreement has been duly executed and delivered by Member and constitutes a legal, valid and binding obligation of Member enforceable in accordance with its terms.

**21. Assignment; Resale.** Member shall not sell, assign, pledge or otherwise transfer Member's rights or obligations under this Agreement (including, without limitation, the Tickets and the Parking and the obligation to pay the Total Amount Due) without Club's prior written consent, and any such transfer of Member's rights or obligations without Club's consent (which consent may be granted, withheld or conditioned in Club's sole discretion) shall be void. Club may sell, assign, pledge or otherwise transfer or encumber this Agreement and any or all of its rights and obligations hereunder to any other person or entity, whether by security agreement, collateral assignment or otherwise. If

Member lists for sale or trade its Tickets for twenty (20) or more Games in a single season through any secondary ticket market vendors, Club expressly reserves the right to not renew Member's account in any subsequent season, or to immediately cancel Member's account and deactivate Member's Tickets and Parking. The resale or attempted resale of Tickets in a manner or at a price in violation of the Agreement or any federal, state or local law or regulation is grounds for cancellation without refund (in addition to any penalties and/or fines imposed by applicable authorities).

**22. Miscellaneous.** In the event that any provision of this Agreement shall for any reason be held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect any other provision hereof, which shall remain in full force and effect, and this Agreement shall be construed as if such invalid or unenforceable provision had not been part of the Agreement, and the court making such determination shall have the power to reduce the scope or applicability of such provision in a manner that makes such provision valid and enforceable and comes closest to expressing the intention of the invalid or unenforceable provision. This Agreement (including these Terms and Conditions), any language on the Tickets and the Parking passes, and all other applicable terms and conditions expressly referenced herein, constitute the entire agreement between the parties with respect to Member's license to use the Seats and the Parking and supersedes all prior and contemporaneous negotiations, understandings or agreements (whether in advertising or marketing materials or otherwise) with respect to the subject matter hereof. This Agreement is binding upon the parties and their respective heirs, executors, administrators, agents, and permitted assigns and successors. No waiver, modification or amendment to this Agreement shall be effective unless in a writing signed by both Club and Member. Waiver by Club of Member's breach of any provision of this Agreement shall not operate or be construed as a continuing waiver. Any notice under this Agreement shall be in a writing and shall be considered given when delivered personally or by electronic mail; one business day after dispatch by recognized overnight courier; or three business days after being sent by regular mail to the address of Member on file with Club or to Club at Sharks Minor Holdings, LLC, Attn: Ticketing Department, 525 W. Santa Clara Street, San Jose, CA 95113 (unless either party has notified the other of a change thereto). Club shall not be responsible for any failure to provide notice as required hereunder if such failure is due to an inability to locate Member.

**23. Enforcement.** Member acknowledges that (a) Club plans to fully enforce its rights under this Agreement, which may be inconsistent with or different from past policies and practices; and (b) in entering into this Agreement, Member has not relied upon any prior policies or practices of Club related to enforcement for non-payment or otherwise. This Agreement shall be in full force and effect upon return to and acceptance by Club, and Club's receipt of the first payment due hereunder, following due execution and delivery by Member.

**24. Data Privacy.** Club shall comply with all applicable laws related to the safeguarding of Member's personal data. The types of information Club collects are set forth in Section 1 of Club's Privacy Policy, available at <https://www.nhl.com/sharks/team/privacy-policy>. For questions or information requests related to Club's Privacy Policy and data practices, please email [legal@sisharks.com](mailto:legal@sisharks.com). Please note that your request will not be processed until your identity is confirmed.