

# BARRACUDA TICKET BUYER TERMS AND CONDITIONS

The following terms and conditions apply to all Barracuda Ticket Buyers. A “Ticket Buyer” or “Buyer” is any individual or corporate entity that agrees to purchase a: (i) full-season ticket plan; (ii) half-season ticket plan; or (iii) partial-season flex plan; or (iv) any other partial-season plan or package offered for sale by the Sharks (each a “Ticket Package”). By accepting and/or using the Barracuda tickets (the “Season Tickets” or “Tickets”), or by purchasing any Barracuda Ticket Package, Ticket Buyer, in consideration for the opportunity to purchase or use such Tickets, agrees to the following terms and conditions (“Agreement”):

1. **Ticket Revocable License.** Each Ticket featured as part of a Barracuda Ticket Package is a revocable license issued by Sharks Minor Holdings LLC (the “Barracuda”) to the individual or corporate entity listed on the Barracuda ticket account of record (the “Barracuda Account” or “Account”). Breach of any of the terms and conditions contained in this Agreement entitles the Barracuda to all legal remedies available to it, including, without limitation, revocation or cancellation of the applicable Barracuda Account. Barracuda reserve the right to refuse to sell tickets to any individual or entity for any lawful reason. A Ticket grants the Buyer admission to the American Hockey League (“AHL”) pre-season and/or regular season home game of the San Jose Barracuda for the applicable AHL season (“Season”) at SAP Center at San Jose (the “Arena”) identified on the Ticket. Seat location(s) and date(s) are subject to the Package purchased and are identified on the Tickets. Package does not grant Buyer admission to any AHL playoff (“Playoff”) games. However, Buyer may be entitled to purchase the same, or different, seat location(s) for Playoff games at the Arena for the applicable Season, at prices and under other terms (including the deadline for such purchase) established by Barracuda, provided that the availability of such location shall be subject to the AHL, the Arena, and Barracuda commitments and that Buyer is not in breach of any terms of this Agreement.

Buyer acknowledges and agrees that a Ticket Package being purchased hereunder is only for AHL pre-season and regular season games presented by the Barracuda and played at the Arena, and for the avoidance of doubt, shall not include tickets, or the right to purchase tickets, to any other event or game, including, but not limited to, any NHL Winter Classic, NHL Stadium Series, NHL All Star, or NHL Draft event, AHL All Star (“League Special Event”) held in the San Jose market or hosted by the NHL or AHL at the Arena or otherwise in which the Barracuda participate. Buyer acknowledges and agrees that the Barracuda and/or AHL may cancel, postpone, reschedule, or relocate games or events for any reason (e.g. move a regular season Barracuda game from the Arena to an alternate venue for the purposes of playing a League Special Event), as determined in their sole discretion, as well as to modify or discontinue, temporarily or permanently, any aspect of the rules, operations, and presentation of AHL games and events (“Preemption”).

In the event that any game or event for which Tickets have been sold to Buyer is not played or presented in the Arena for any reason, including, but not limited to, Preemption, such event shall in no way be deemed, argued, or construed to be a breach by Barracuda 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, Buyer’s sole remedy shall be a pro-rata account credit or refund equal to the price paid for the Tickets as specified in the ticket invoice, and Buyer hereby waives and releases any and all claims it may have against Barracuda and/or the AHL with respect to such game(s) or event(s) not played or presented at the Arena.

2. **Term and Termination.** This Agreement shall terminate upon conclusion of the Season subject to the Buyer’s right to purchase Playoff tickets as described above or immediately, at Barracuda’s sole discretion, upon Buyer’s breach of any provisions of this Agreement. Tickets are issued and renewable at the sole discretion of Barracuda and may be revoked at any time without cause by Barracuda including, but not limited to, Buyer’s failure to pay. Changes to Seat locations, whether made during Select-A-Seat or otherwise, must be agreed to by Barracuda in writing. An invitation to Select-A-Seat does not provide Buyer with the right to downgrade or reduce the number of Tickets. Barracuda may, in its sole discretion, modify, limit or eliminate electronic access to Tickets, paper Tickets, pdf Tickets, or other type of Ticket. Barracuda may, in its sole discretion distribute Tickets in any form or medium it chooses.

3. **Assignment and Resale.** Barracuda Accounts and accompanying Season Tickets or other Ticket Package must be registered in the name of an individual or legal business entity. This Agreement may not be assigned or transferred in any manner by the Buyer without an official letter from the primary account holder and Barracuda’s prior written consent to such assignment or transfer. Buyer acknowledges that its resale and/or trade activity concerning its Tickets may be monitored and/or tracked by the Barracuda. If Buyer sells its Tickets for seventeen (17) or more games in a single season through any secondary ticket market vendors, Barracuda specifically reserve the right to not renew Buyer’s Barracuda Account in any subsequent season, or to immediately cancel Buyer’s Account. The sale or transfer of any individual game tickets for consideration on Arena property is

strictly prohibited. The resale or attempted resale of Tickets in a manner or at a price in violation of this 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).

4. Non-Refundable, Cancellation and Payment upon Breach. TICKETS ARE NON-REFUNDABLE, NON-RETURNABLE AND NON-EXCHANGEABLE. Notwithstanding the language governing Preemption in Section 1, above, Barracuda will not be responsible to Buyer for the cancellation or non-performance of any game scheduled at the Arena or for the inability of Buyer to use any Ticket due to any cause or circumstance beyond the control of the Barracuda, including without limitation strikes, lockouts, failure of utilities, quality of ice surface, restrictive laws or regulations, and/or acts of God. In the event this Agreement is canceled or otherwise terminated as a result of Buyer's breach of any portion of this Agreement, Buyer shall forfeit all monies paid to Barracuda. This Section 4 shall survive the termination or expiration of this Agreement.

5. Notices. Buyer is obligated to promptly notify Barracuda of any change of address. Such notice must be in writing and shall include the signature of the Buyer or authorized officer if Buyer is a legal corporate entity. All written notices by Buyer shall be mailed to Sharks Minor Holdings LLC, Attn: Barracuda Ticketing Department, 525 W. Santa Clara St., San Jose, CA 95113.

6. Lost or Stolen Tickets. Tickets will be issued to Buyer as electronic tickets. The Barracuda are not responsible for lost, stolen, or damaged tickets or e-tickets. 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 Buyer. Replacement tickets or barcodes may be issued at the sole discretion of Barracuda.

Stolen Tickets will be replaced only when an official police report is presented to the Ticketing Department by the Account Buyer 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 the 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. Replacement tickets will be issued only to the Buyer and the Barracuda may charge a fee of \$5 per ticket. Replacement tickets will not be issued for tickets purchased on a per game basis.

7. Preferred or Season Parking. The purchase of a Ticket Package may include the opportunity to purchase preferred or season parking at prices set in the Barracuda's sole discretion, subject to availability.

8. Upgrades and Additional Tickets. For Ticket upgrades or additional Tickets, please contact your Account Manager.

9. No Wasted Ticket. In order to redeem any No Wasted Ticket, Account holder must call their Account Manager at least forty eight (48) hours in advance. If Account holder cannot call forty eight (48) hours in advance, Account holder will have to come to the box office, with proper identification, in person on the day of the game. The No Wasted Ticket benefit is not available for General Admission Season Ticket Members or those Sharks365 members taking advantage of the special Sharks365 Member discounted tickets.

10. Restrictions. Buyer is responsible for all personal property brought to the Arena. Smoking in the Arena is strictly prohibited. Buyer and any person using a Ticket will not attach, hang or display advertisements or other notices in the Arena. The use of laser pointers, video or audio recording equipment, tri-pods, extended length zoom lenses and other professional camera equipment in the Arena is prohibited. Barracuda, and its employees and agents, reserve the right to confiscate laser pointers, tape or film and evict any Buyers or other ticket users from the Arena.

11. Advertising and Promotions/Use of Image. Tickets may not be used for contests, sweepstakes or other promotional purposes (including without limitation, as raffle prizes for charities) without the express written consent of the Barracuda or the AHL. The Barracuda, the AHL, and each of their respective related entities and agents, sponsors, and licensees hereby have the unrestricted right and license to use the image, likeness, name, voice, comments, or other proprietary public rights of Buyer and any minor accompanying Buyer, in any broadcast, telecast, photograph, video, audio sound, audiovisual feature, and/or other recording taken at the Arena or in connection with any event being presented at the Arena, for all purposes, worldwide and in

perpetuity, and in any and all media, whether now in existence or known or hereinafter developed, without compensation to Buyer or any person accompanying Buyer.

12. Assumption of Risk and Indemnification. BUYER SHALL INDEMNIFY AND HOLD HARMLESS SHARKS MINOR HOLDINGS LLC, SAN JOSE ARENA MANAGEMENT, LLC (“SJAM”), THE CITY OF SAN JOSE, and each of their respective parent and affiliated companies and their respective directors, officers, members, 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 Buyer’s or its agents’, employees’, guests’ or assigns’ or transferees’ (i) use of the Tickets and/or seats, (ii) breach of this Agreement, or (iii) act or omission, neglect or wrongdoing. Buyer shall, at its sole cost and expense, defend (with counsel acceptable to the Indemnitees) the Indemnitees against any and all such Claims. Buyer and all persons using a Season Ticket assumes all risk and danger of personal injury, death and all other hazards and losses, both personal and property, arising from or related by any way to the Season Tickets or a game for which a Season 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, or acts of negligence and the Buyer and user of a Season Ticket hereby releases Barracuda, the AHL and each of its member clubs, the City of San Jose, SJAM, and each of their respective affiliates, parent companies and officers, employees and agents of each from any such claims or injuries. This Section 12 shall survive the termination or expiration of this Agreement.

13. Compliance with Laws, Rules and Regulations. While in the Arena, adjacent parking areas, or area immediately outside the Arena, Buyer agrees to comply with all applicable local, state and federal laws as well as all rules or regulations adopted from time to time by Barracuda, SAP Center, SJAM, AHL, and/or their affiliates. Violation of said rules and regulations may subject the Buyer, and any person using a Ticket, to eviction from the Arena and/or loss of Barracuda privileges. Barracuda Account holder is responsible for the actions of its invitees and guests or any other person using the Barracuda Account holder’s Tickets.

14. Fan and Buyer Behavior. Any Buyer or user of a Ticket who behaves in an unruly or disruptive manner at the Arena, including, without limitation: using aggressive or foul language; appearing intoxicated; physically or verbally abusing Arena or Barracuda 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 Arena. If a Buyer (or any individual to whom a Buyer has given/sold its Tickets) engages in such behavior, Barracuda reserve the right to terminate the applicable Barracuda Account without refund or compensation in accordance with this Agreement and AHL policy. Furthermore, if Buyer, in the Barracuda’s sole discretion, treats any Barracuda employees or personnel in an abusive or disrespectful manner at any time, Barracuda may cancel the applicable Barracuda Account without refund.

15. Modification. Barracuda reserve the right, in its sole discretion, at any time to modify, amend, revise, update or supplement these terms and conditions.

16. Payment. The total Ticket fees for the Season Tickets or other Ticket Package, payment amounts and payment due dates are shown on the invoice(s) provided to Buyer by Barracuda. To secure Buyer’s current seat location(s), Buyer must make the first payment by the due date shown on the first invoice. If at any time during the Season, Buyer’s payments are not received by the due date, in Barracuda’s sole discretion, the barcodes or other entry method on all unused Season Tickets will be disabled (prohibiting access to the Arena) permanently or until the account is paid in full, Buyer’s seat locations will be released and Buyer will forfeit his/her/its Ticket priority. Alternatively, in Barracuda’s sole discretion, if at any time Buyer’s payments are not received by the due date, the barcodes on all unused Season Tickets will be disabled, Buyer’s original seat locations will be released, new seat locations will be selected by Barracuda, new Tickets will be issued to Buyer and Buyer will forfeit his/her/its Ticket priority. Buyer may pay on-line or may provide Barracuda with a single, valid credit card number. In the event Buyer’s payment is rejected (e.g. NSF, declined credit card), Barracuda may require Buyer to make all payments by using a specific method of tender. Buyer’s cancellation, breach or early termination of this Agreement does not release Buyer from its obligations to pay all amounts shown on the invoice(s).

17. Payment Plans and Automatic Renewal. In the event Buyer and Barracuda agree that Buyer may make the payments pursuant to a payment plan, Buyer shall provide Barracuda with up to two (2) valid credit card numbers (if choosing to pay by credit card). **Buyer may have the option to enroll in automatic renewal of his/her/its Ticket Package plan for subsequent season(s) (“Auto-Renewal”). Buyer must contact the Barracuda to cancel Auto-Renewal by emailing**

[asm@sharkssports.net](mailto:asm@sharkssports.net) or by contacting the appropriate Account Service Manager. In the event that Buyer elects to enroll in Auto-Renewal of a Ticket Package, Buyer will receive email notification approximately two (2) weeks prior to Buyer's card being charged for the first installment payment. If Buyer fails to timely opt out of the Auto-Renewal payment plan, Buyer will automatically be charged and will be locked in to their Season Ticket membership for an additional season and will not be eligible to cancel the Ticket Package until the following season.

18. Taxes. Buyer shall be responsible for and shall pay on a timely basis any and all current or future taxes, which any appropriate taxing authority determines to be due in connection with the terms of this Agreement. Without limiting the foregoing, in the event any tax shall become due with respect to Buyer's use of the Tickets, Barracuda shall provide Buyer with an invoice and Buyer agrees to remit such amount to Barracuda within ten (10) business days of receipt of such invoice. Except as expressly stated otherwise in this Agreement, Barracuda will not be obligated to refund any amounts paid by Buyer.

19. ADA Accessible Seating. Subject to applicable law, Buyer acknowledges that he/she may be required to represent and warrant, in writing, to Barracuda that ADA accessible seating is legitimately warranted. Buyer acknowledges that his/her account may be canceled and all Tickets may be revoked if Buyer provides any incorrect information or fraudulently requests ADA accessible seating.

20. Waiver. Barracuda's waiver of any provisions in this Agreement must be in writing and signed by an authorized Barracuda representative. Waiver by Barracuda of Buyer's breach of any provision of this Agreement shall not operate or be construed as a continuing waiver.

21. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and Buyer consents to the exclusive venue and jurisdiction of the Superior Courts of Santa Clara County, California.

22. Entire Agreement. This Agreement, together with any invoice contains the entire agreement and understanding between Barracuda and Buyer and supersedes all prior agreements and understandings, whether verbal or written, with respect to the subject matter of this Agreement and any such other agreements or understandings are hereby revoked.

23. Section Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents of this Agreement.

24. Severability. If any portion of this Agreement is judged to be illegal, invalid, or unenforceable, such portion will be given effect to the maximum extent possible. Any such invalidity or unenforceability will not in any way affect the validity or enforceability of the remainder of this Agreement, which will continue in full force and effect.

For more information, please contact your personal Account Manager.