

## **2024 WNBA Ticket Terms & Conditions**

**Please read the following terms carefully as they govern your rights under the ticket and contain a binding, individual arbitration and class-action waiver provision by which you give up the right to file a lawsuit in court individually or as part of a class action with respect to any disputes relating to the ticket or the specified game or event for which it is issued.**

This ticket is a revocable license, and the holder of this ticket, on behalf of the holder and any accompanying minor, including a minor holding a separate ticket (individually and collectively, the "Holder"), agrees to all of its terms. The Holder agrees that this ticket license is subject to these terms and conditions, as well as any additional terms and conditions established by the Group, Las Vegas Basketball, LP and/or its affiliates (the "Team"), the Women's National Basketball Association and/or its affiliates (the "WNBA"), and any operator of the arena or related arena grounds (including, without limitation, parking areas and entry gates) (the "Arena" or "Venue") at which the event or any surrounding activities (in whole or in part) for which this ticket is issued (the "Event") is held (collectively, all such additional terms, "Supplemental Terms"). The ticket is valid only for the Event, date, time, and set location issued. Holder must possess Ticket to enter the property listed on the Ticket. Ticket will not be replaced, refunded, or exchanged. By acceptance and/or use of this ticket and/or entering (or seeking entry into) the Arena, the Holder is deemed to have read all such terms and agreed to be bound by them. Failure to comply shall terminate Holder's rights hereunder and authorize Group to withdraw Ticket, refuse admission, or eject Holder, all without refund, and subject Holder to all available legal remedies. Holder agrees:

- 1. LIABILITY LIMITATION:** HOLDER ASSUMES ALL RISK AND DANGER OF INJURY (INCLUDING DEATH), FROM ANY CAUSE, RESULTING FROM, IN CONNECTION WITH, OR INCIDENTAL TO THE EVENT. HOLDER AGREES THAT THE GROUP (DEFINED BELOW) SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY CLAIM, LOSS, DAMAGE, OR INJURY RESULTING FROM, IN CONNECTION WITH, OR INCIDENTAL TO THE EVENT, HOWEVER CAUSED (INCLUDING NEGLIGENCE). HOLDER AGREES TO FOREVER RELEASE GROUP FROM ANY SUCH CLAIMS, LOSSES, DAMAGE, OR INJURY. "GROUP" MEANS, COLLECTIVELY AND INDIVIDUALLY: (I) THE VENUE; (II) MGM RESORTS INTERNATIONAL; (III) LAS VEGAS ARENA COMPANY, LLC; (IV) LAS VEGAS BASKETBALL L.P. ("TEAM"); (V) THE WNBA; (VI) THE PARENT, SUBSIDIARY, AND AFFILIATED ENTITIES AND PERSONS OF I-V; AND (VII) THE OFFICERS, EMPLOYEES, CONTRACTORS, DIRECTORS, MEMBERS, PARTNERS, MANAGERS, EVENT PRODUCERS, TALENT, AND AGENTS OF I-VI.
- 2.** This ticket and the Holder's admission to the Arena are subject to all safety and health requirements and policies relating to the novel coronavirus SARS-CoV-2

and any resulting disease (together with any mutation, adaptation or variation thereof, collectively, "COVID-19") put in place by the Group, Team, WNBA, and Arena, including those policies and requirements described in the Supplemental Terms. Such policies and requirements as they may be updated from time to time (in the sole determination of the Group, Team, WNBA and/or Arena) and as they may be communicated to the Holder prior to or during the Event (whether orally or in writing) by, for example, instruction provided by Team or Arena personnel or signage in or around the Arena, are collectively referred to below as the "Safety Requirements." The Holder acknowledges and agrees to comply with the Safety Requirements (including all requirements that must be satisfied prior to or during the Event), and acknowledges and agrees that attendance at the Event is conditioned on such compliance.

3. The Holder agrees, on behalf of the Holder and Holder's Related Persons (defined below), that the Holder and each such other individual will not attend the Event if any such individual has been directed by a healthcare provider or public health authority to quarantine, isolate, or otherwise refrain from interacting with members of the public due to a diagnosis of or exposure to COVID-19 or any illness or other medical condition.
4. **PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. YOU HAVE THE LIMITED RIGHT TO OPT OUT OF THE ARBITRATION AGREEMENT IN THIS PARAGRAPH AS SET FORTH BELOW. THIS IS A SUMMARY OF MANDATORY TERMS.** For full terms related to dispute resolution, please visit <https://www.wnba.com/terms-of-use>, **which terms you agree will apply**. Should any current or future dispute, claim or cause of action related to this ticket or the Event arise between the Holder and the Team, WNBA, or Arena, a written notice (a "Dispute Notice") must be sent with the following information: (i) name, contact information (address, telephone number, and email address), and account information if applicable; (ii) a description of the nature and basis of the dispute; and (iii) a description of the nature and basis of the relief sought, including a calculation for it. If the Holder has a dispute, they shall send the Dispute Notice to [tickets@lasvegasaces.com](mailto:tickets@lasvegasaces.com). The Holder and the Team, WNBA, and/or Arena agree to make a good-faith effort to resolve the dispute for at least 60 days (the "Negotiation Period") following receipt of the Dispute Notice. If the parties cannot resolve the dispute within the Negotiation Period, the dispute shall be resolved by binding arbitration. The arbitration shall be administered by National Arbitration and Mediation ("NAM") and heard by a single, neutral arbitrator. The NAM Rules shall govern the payment of all arbitration fees. Notwithstanding the foregoing, the Team will consider a request to reimburse your portion of the arbitration fees upon a showing of hardship in its sole discretion and assuming you do not qualify for a waiver from NAM. All issues are for the arbitrator to decide **except** the following items (which are for a court of competent jurisdiction to decide): (i) issues that are specifically reserved for a court; (ii) issues related to the scope

and enforceability of the arbitration provisions; and (iii) whether a dispute can or must be brought in arbitration. **TO THE FULLEST EXTENT PERMITTED BY LAW, THE HOLDER, ARENA, TEAM AND WNBA AGREE THAT ALL DISPUTES SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS AND WAIVE ANY RIGHT TO LITIGATE IN COURT OR ARBITRATE ANY CLAIM AS A CLASS ACTION, REPRESENTATIVE ACTION, OR CLASS ARBITRATION. TO THE FULLEST EXTENT PERMITTED BY LAW, THE HOLDER, ARENA, TEAM AND WNBA WAIVE THE RIGHT TO A JURY TRIAL.** There are also additional procedures for “mass filings,” as set forth in the NAM Rules. In addition, these terms and any disputes between you and the Arena, Team, and/or WNBA will be governed by the laws of the State of New York without regard to its principles of conflicts of laws. To the fullest extent permitted by law, the state and federal courts of Las Vegas, Nevada shall have exclusive jurisdiction over any disputes between you and the Arena, Team, and/or WNBA (except for disputes brought in small claims court) that are not subject to arbitration. **IF THE HOLDER DOES NOT CONSENT TO THIS CLAUSE, THE HOLDER MUST IMMEDIATELY LEAVE OR NOT ENTER THE ARENA.** You have the right to opt out of arbitration under these Terms by sending the Team a personally signed, written notice of your decision to opt out via email to [tickets@lasvegasaces.com](mailto:tickets@lasvegasaces.com) within thirty (30) days of purchase of your ticket. Such an opt out will not opt you out of an arbitration agreement you might otherwise have with the Arena, Team, and/or WNBA.

5. To ensure that all Event patrons agree to, and comply with, all Safety Requirements and all other WNBA, Team and Arena rules, this ticket may not be resold or offered for resale on any platform other than a platform expressly authorized by the Team or the WNBA. Without limiting the foregoing, any transfer of this ticket to any person who fails to satisfy any Safety Requirement (including pre-Event requirements established by the Team Org Arena) may be voided by the Team and this ticket cancelled. Ticket may not be resold or offered for resale in violation of law or regulation. Violation thereof is grounds for seizure or cancellation without refund. Tickets obtained from unauthorized sources may be invalid, lost, stolen, or counterfeit, and if so, are void.
6. **ALL TICKET SALES ARE FINAL. NO REFUNDS, CREDITS OR EXCHANGES EXCEPT AS PROVIDED HEREIN. THE SOLE AND EXCLUSIVE REMEDY (IF ANY) if admission is refused or revoked, or the Event is cancelled and not RESCHEDULED, is a refund of up to the ticket’s face value set by the Team (the “Face Value”). IN NO EVENT SHALL THE TEAM, WNBA, OR ARENA BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES OF ANY KIND, OR ANY DAMAGES BEYOND THE FACE VALUE OF THE TICKET, INCLUDING, WITHOUT LIMITATION, ANY AMOUNT PAID IN EXCESS OF FACE VALUE FOR THIS TICKET.**

The Event date and time (and gate opening), talent, participants, and roster are subject to change at the Team’s sole discretion without notice, and no such change shall entitle

the Holder to a refund or other remedy if the Holder cannot attend or for any other reason. The Holder may be relocated in the Team's sole discretion, and no such relocation shall entitle the Holder to a refund or other remedy if the Holder is relocated to a seat or location of comparable Face Value. Holder assumes the risk related to inclement weather (including injury or cancellation). During the Event, strobe lighting or theatrical smoke may be used.

7. All photography, filming, and other recordings are PROHIBITED. Individuals in possession of a recording device are subject to confiscation and/or ejection. The Event is copyrighted. The Holder agrees not to create, transmit, distribute, misappropriate or sell (or aid in creating, transmitting, distributing, misappropriating or selling), in any media now or hereafter existing, any description, account (whether text, data or visual, and including (without limitation) play-by-play data), picture, photograph, image, video, audio, livestream or other form of exploitation or reproduction of the Event (collectively, "Event Works"). Notwithstanding the foregoing, the Holder agrees that by causing this ticket to be scanned upon entry, the Holder shall be deemed to have signed the ticket and granted to the Team and WNBA an exclusive worldwide, irrevocable, perpetual, sub-licensable, royalty-free license to all rights associated with any Event Works. This ticket may not be used for any form of commercial or trade purposes, including, but not limited to, advertising, promotions, contests, sweepstakes, giveaways, gambling or gaming activities, without the express written consent of the Team and WNBA.
8. Breach of any of these terms, failure to comply with Safety Requirements or Group, WNBA, Team and/or Arena rules, or the refunding to the Holder of the Face Value, shall automatically terminate any rights that the Holder may have hereunder; shall render illegal and unauthorized the Holder's use of the ticket for any purpose; and shall authorize the Group, Team, and/or the WNBA to withdraw the ticket, refuse admission to the Arena, or eject the Holder from the Arena, without refund or credit in each case, and subject the Holder to all legal remedies available to the Group, WNBA, Team, and/or Arena.
9. The Holder expressly acknowledges an inherent risk of exposure to COVID-19 exists in any place where people gather and that no precautions (including the Safety Requirements described ABOVE) can eliminate the risk of exposure to COVID-19. COVID-19 is an extremely contagious disease that can lead to severe illness and death. While people of all ages and health conditions have been adversely affected by COVID-19, certain CATEGORIES OF people have been identified by public health authorities as having greater risk based on age and underlying medical conditions. THE HOLDER OF THIS TICKET VOLUNTARILY ASSUMES ALL RISK AND DANGER OF PERSONAL INJURY (INCLUDING DEATH), SICKNESS (INCLUDING ILLNESS AND OTHER RISKS OF EXPOSURE TO COVID-19, OR ANY OTHER COMMUNICABLE DISEASE OR ILLNESS, OR A BACTERIA, VIRUS OR OTHER PATHOGEN CAPABLE OF CAUSING A COMMUNICABLE DISEASE OR ILLNESS), LOST, STOLEN,

DAMAGED OR CONFISCATED PROPERTY, AND ALL OTHER HAZARDS ARISING FROM, OR RELATED IN ANY WAY TO, THE EVENT (INCLUDING COMPLYING WITH THE SAFETY REQUIREMENTS), WHETHER OCCURRING PRIOR TO, DURING OR AFTER THE EVENT, HOWEVER CAUSED AND WHETHER BY NEGLIGENCE OR OTHERWISE.

10. On behalf of the Holder and the Holder's Related Persons (defined below), the Holder further hereby releases (and covenants not to sue) each of the Released Parties (defined below) with respect to any and all claims that the Holder or any of the Holder's Related Persons may have (or hereafter accrue) against any of the Released Parties and that relate in any way to (i) exposure to COVID-19; (ii) entry into, or presence within or around, the Arena or the Event (including all risks related thereto) or compliance with any protocols or Safety Requirements applicable to the Event; or (iii) any interaction between the Holder and the Holder's Related Persons, on the one hand, and any personnel of any of the Released Parties present at the Event, on the other hand, in each case whether caused by any action, inaction or negligence of any Released Party or otherwise.

As used herein:

- "Related Persons" means the Holder's heirs, assigns, executors, administrators, next of kin, anyone attending the Event with the Holder or for whom Holder has obtained an Event ticket (which persons the Holder represents have authorized the Holder to act on their behalf for purposes of these terms), and other persons acting or purporting to act on the Holder's or their behalf.
  - "Released Parties" means: (i) the WNBA and its teams (including the Team), and each of their respective direct and indirect owners, affiliates, players and coaches, administrators, designees, licensees, and other personnel; (ii) the direct and indirect owners, lessees and sublessees of the Arena; (iii) all third parties performing services at the Arena; (iv) any parents, subsidiaries, affiliated and related companies of each of the entities described in clauses (i)-(iii); and (v) the officers, directors, owners, members, managers, partners, employers, employees, agents, contractors and sub-contractors (and employees of such contractors and sub-contractors), insurers, representatives, other personnel, successors and/or assigns of each of the foregoing entities and persons described in clauses (i) – (iv), whether past, present or future and whether in their institutional or personal capacities.
11. The Holder and the Holder's belongings may be searched upon entry into the Arena and/or other security checkpoints, prohibited items (which may include, without limitation, bags) may be confiscated at the sole discretion of the Group, WNBA, Team and/or Arena, and the Holder hereby consents to the foregoing and waives any related claims that might arise against the Group, WNBA, Team or Arena. If the Holder elects not to consent, the Holder will be denied entry into

the Arena without refund or credit.

12. The Holder grants permission to the Group, WNBA and Team (and their respective designees and agents) to utilize the Holder's image, likeness, actions and statements (collectively, "Personage") in any live or recorded audio, video, film, or photographic display or other transmission, exhibition, publication or reproduction made of, or at, the Event in any medium, whether now known or hereafter created, or context for any purpose, including commercial or promotional purposes, without further authorization or compensation. In addition, the Holder grants to the Group, WNBA and Team permission to collect, use, share and store certain Holder facial and other biometric information as permitted by law, including for security purposes. Holder acknowledges they have no privacy expectation in connection with attendance at the Event. Holder covenants not to sue any of Group for use of Personage as provided herein.
13. Without limiting the foregoing, the Holder agrees not to give or offer this ticket in a manner that would constitute a violation of the U.S. Foreign Corrupt Practices Act, any other anti-bribery law or regulation, or any conflicts of interest law, regulation, or policy.
14. If any provision or part of these terms or the Supplemental Terms is held to be illegal, unenforceable or ineffective, such provision or part thereof shall be deemed modified to the least extent necessary to render such provision legal, enforceable and effective, or, if no such modification is possible, such provision or part thereof shall be deemed severable, such that all other provisions in and referenced in these terms and the Supplemental Terms remain valid and binding.
15. In the event of a conflict between AXS Group, LLC terms and these terms and conditions, these terms and conditions will apply.