



TICKET MEMBERSHIP FORM

50 Bay St. Suite 500 | Toronto, ON | M5J 2L2 | www.marlies.ca

Toronto Marlies Season Ticket Membership

The Toronto Marlies (the “**Team**”) are proud to offer the following Team season ticket membership for the hockey season from October 1st of a year to July 1st of the following year (the “**Season**”). By clicking “Agree” you are enrolling in a Team season ticket membership (“**Membership**”) and are agreeing to the following terms and conditions (the “**Terms and Conditions**”):

A. MEMBERSHIP TERMS.

Membership includes the following:

Description	Charges
Scheduled Regular Season Team Home Games	Included in Membership base cost.
Additional Team Home Games <ul style="list-style-type: none"> • Subject to the Member’s right to opt-out, Membership includes automatic ticket processing for all Team home AHL playoff games (the “Playoff Games”) at prices and payment terms to be communicated in advance to the Member. Members will be sent an invoice for the Playoff Games and will have a thirty (30) day opt-out timeframe to decline the purchase of their seats for the Playoff Games. If the Member does not opt-out within the opt-out timeframe then the Member will be charged for the Playoff Games prior to the start of each playoff round. • Membership automatically includes priority access to any additional home team games not played at the Arenas. Members will be given the opportunity to purchase tickets to such additional Team home games at Membership loyalty prices. 	Additional to Membership base cost. Additional charges will vary dependant on the number and type of additional games.
Additional Features and Benefits <ul style="list-style-type: none"> • Members also enjoy the following benefits: <ul style="list-style-type: none"> (i) Twelve (12) monthly payments (ii) Automatic renewal at the lowest package price (iii) Access to season ticket member appreciation events (iv) Access to VIP member entrance (v) Food and beverage discounts (vi) Team merchandise discounts 	Included in Membership base cost.

B. GENERAL TERMS AND CONDITIONS.

1. For the purposes of these Terms and Conditions, “**Member**” means the individual or entity entered on the records of MLSE as being the account holder in respect of the purchase of a package of tickets to Team home games (the “**Tickets**”) played at the arena currently known as Ricoh Coliseum and the arena currently know as the Air Canada Centre (each an “**Arena**” and collectively the “**Arenas**”). By clicking “Agree”, tendering payment to MLSE, or

accepting a Ticket, the Member signifies their acceptance of these Terms and Conditions and its agreement to be bound thereby.

2. The Member acknowledges and agrees that, subject to the termination rights specified herein, this Membership is provided for a one-season term and will expire on July 1st following the American Hockey League (the “**AHL**”) season for which the Tickets have been purchased. The purchase of Ticket package(s) for any season does not entitle the Member to renew any Ticket package(s) for any subsequent season. Member acknowledges that, notwithstanding anything to the contrary in these Terms and Conditions, the opportunity to renew the membership is a privilege granted by MLSE which may be withdrawn by MLSE at any time and that neither party has the right or obligation to renew a season seat membership.
3. These Terms and Conditions supplement the terms and conditions printed on the reverse side of each Ticket (the “**Ticket Back Terms**”) which also apply to the Member and each individual using any of the Member’s Tickets from time to time. The current version of the Ticket Back Terms is attached as Schedule A hereto. If any of these Terms and Conditions conflict with the Ticket Back Terms, these Terms and Conditions shall prevail to the extent of the conflict.
4. Without limiting the generality of the foregoing, the Member acknowledges that each Ticket is a limited, revocable license to attend the game described on the Ticket face. As a revocable license, each Ticket may be revoked at any time (including before or after MLSE delivers the Ticket) for any reason (including, without limitation, Preemption (as defined below)) by MLSE, and, upon such revocation, MLSE shall refund the holder of the Tickets in the amount of the stated face value of the unused Tickets, less the portion of any discount allocable to such Tickets as a result of the Tickets having been purchased as part of a Member Ticket package. MLSE shall have no liability in connection with the revocation of a Ticket other than the aforementioned refund. MLSE’s right to revoke described in this Section is in addition to any other right of MLSE to terminate set forth in these Terms and Conditions or otherwise. Use of the Tickets and attendance at any game are also governed by (i) the Arena policies, including security, alcohol and appropriate conduct policies (including the Arena Code of Conduct attached hereto as Schedule B hereto) (the “**Arena Policies**”) and (ii) applicable law.
5. The Member acknowledges and agrees that the Tickets being purchased hereunder are solely for regular season Team games played at the Arenas, and for the avoidance of doubt, shall not include tickets, to any other event or game, including, but not limited to, any playoff game, neutral site game, outdoor game, or other AHL event (each a “**League Special Event**”) held in the Team’s market or hosted by the AHL at an Arena or otherwise in which the Team participates. Notwithstanding the foregoing: (i) MLSE will make reasonable efforts to secure for the Member an opportunity to purchase an equivalent number of tickets for any Team home game that is relocated to an alternate venue for the purposes of playing a League Special Event; and (ii) subject to the Member’s right to opt-out, Membership includes automatic ticket processing for all Playoff Games at the price(s) and payment terms to be communicated in advance to the Member (Members will be sent an invoice for the Playoff Games and will have a thirty (30) day opt-out timeframe to decline the purchase of their seats for the Playoff Games and if the Member does not opt-out within the opt-out timeframe then the Member will be charged for the Playoff Games prior to the start of each playoff round). In the event the Member declines to purchase playoff tickets, MLSE may sell such playoff tickets, or otherwise utilize the seats for such Playoff Games, as it sees fit.
6. The Member acknowledges and agrees that the Team and/or AHL may cancel, postpone, reschedule or relocate games included in the Member’s Ticket package 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**”).
7. Any Team game or event, for which Tickets have been sold to the Member, that is not played or presented in an Arena for any reason, including, but not limited to, Preemption, shall in no way be deemed, argued or construed to be a breach by MLSE of any terms, conditions, agreement or any other duties or obligations in connection with the sale and use of these Tickets. In such event, the Member shall have their Membership account credited with an amount representing the amount of the stated face value of the Tickets for such game(s), less the portion of any discount allocable to such Tickets as a result of the Tickets having been purchased as part of a Member Ticket package. Unless other arrangements are agreed between MLSE and the Member, the credited funds shall, where applicable, be held by MLSE and applied, at the direction of the Member, to the Member’s purchase of playoff Tickets (if applicable) in the season in which the cancelled game(s) occurred and/or to the Member’s renewal of a regular season Ticket package in the subsequently played season. If the Member elects not to purchase playoff Tickets and does not renew its Ticket package for the subsequent season, the amount of the credit will be refunded following the Ticket renewal deadline or applied to the purchase of other MLSE ticket products, if requested. No interest or rebate will accrue on the amount of the credit at any time, unless MLSE determines otherwise in its sole

discretion. The Member hereby waives and releases any and all claims it may have against MLSE and/or the AHL with respect to such game(s) not played at an Arena.

8. MLSE reserves the right to relocate the seats in the Member's Ticket package occasionally during the regular season and at any time during the playoffs due to broadcast, AHL and/or Arena security requirements. If such a relocation is required, MLSE will make every effort to relocate the Member (or the individual using any of the Member's Tickets) to seats in a substantially similar or better location within the Arena.
9. The Member's Ticket rights and such other privileges as may be extended by MLSE from time to time (the "**Membership Privileges**") remain subject at all times to the compliance of the Member: (i) with these Terms and Conditions; (ii) with Arena Policies; (iii) with applicable laws; and (iv) and each individual using any of the Member's Tickets from time to time, with the Ticket Back Terms. MLSE reserves the right, in its sole discretion, to terminate the Membership (including Member's Ticket rights and Membership Privileges), to temporarily suspend the Member's Ticket rights or Membership Privileges, to withdraw or restrict access to Membership Privileges, to refuse to sell additional Ticket package(s) to the Member, or to not offer to renew the Membership, if: (a) MLSE (acting reasonably) determines that there has been a breach of these Terms and Conditions on the part of the Member or a breach of the Ticket Back Terms on the part of the Member or any individual using any of the Member's Tickets; (b) Member becomes insolvent, bankrupt or is otherwise unable to pay its debts when due; (c) a receiver, trustee or officer of similar authority is appointed for all or party of Member's affairs in relation to the Member's insolvency; or (d) Member is wound up. If MLSE terminates the Membership, MLSE will be entitled (unless MLSE, in its sole discretion, notifies the Member otherwise) to retain all payments made by the Member (or any individual or entity who has paid for Tickets on behalf of the Member) to the date of such termination. Furthermore, if there is a balance outstanding in respect of the Member's membership account at the time of such termination, then the Member shall pay MLSE (upon MLSE's demand) the amount of such balance or such portion thereof as MLSE is unable to recover using commercially reasonable efforts to re-sell the Tickets for the remainder of the season following such termination.
10. The Member, both for the Member and for any Ticket user, grants permission to MLSE, the participating AHL clubs and the AHL, to utilize the Member or Ticket user's image or likeness incidental to any live or recorded video display or other transmission or reproduction in whole or in part of the event to which the Member or Ticket user is admitted, and further authorizes the use of the Member or Ticket user's image or likeness in connection with the promotion of the Team, the AHL and/or the sport of hockey.
11. The Member and each Ticket user is admitted to Team games on the condition that the Member agrees that the Member or Ticket user will not record or transmit or aid in recording or transmitting any description, account, picture or reproduction of the event to which the Member or Ticket user is admitted.
12. From time to time, MLSE may amend these Terms and Conditions upon notice to the Member ("**Amendments**"). MLSE will maintain an updated copy of these Terms and Conditions at www.marlies.ca. If Amendments are to take effect upon commencement of a subsequent Season, Members will be notified of any such Amendments prior to the renewal date for the Membership. If Amendments are to take effect during the current Season and, in the discretion of MLSE, are reasonably necessary to address safety, security or emergency situations, Members will be informed of any such Amendments upon the Amendments taking effect. In such case, the Member will not be entitled to any refund of any payments made prior to the Amendments if the Member subsequently chooses to cancel the Membership as a result of the Amendments. If Amendments are to take effect during the current Season and materially reduce or restrict any benefits to Members or impose any additional material obligations, as determined by MLSE, and are not implemented by MLSE to address safety, security or emergency situations, Members will be informed of any such Amendments thirty (30) days prior to the Amendments taking effect (the "**30 Day Notice Period**"). In this instance, Members will be entitled to cancel their Memberships by providing written notice to MLSE during the 30 Day Notice Period, in which case such a Member will be entitled to reasonable compensation corresponding to the proportionate loss of any Membership benefits for the remainder of the Season, as determined in MLSE's sole discretion.
13. MLSE reserves the right to: (i) modify Membership pricing for future Seasons; and (ii) terminate a Membership without cause on providing Member with 30 days advance notice.
14. THE MEMBER, BOTH FOR THE MEMBER AND FOR EACH TICKET USER, (i) VOLUNTARILY ASSUMES ALL RISKS AND DANGERS arising from or related in any way to attendance at the event in respect of which a Ticket has been issued, whether occurring prior to, during or after such an event, including but not limited to the risk of lost, stolen or damaged property and the risk of personal injury or death, including all risk of injury or death resulting from the negligence or misconduct of other spectators, and (ii) AGREES THAT MLSE, THE AHL, THE CITY OF TORONTO, THE BOARD OF GOVERNORS OF EXHIBITION PLACE, THEIR RESPECTIVE PARENT

COMPANIES, AFFILIATES, SUBSIDIARIES AND RELATED ENTITIES, AND EACH OF SUCH ENTITIES' RESPECTIVE EMPLOYEES, VOLUNTEERS, PLAYERS, OFFICERS, DIRECTORS, PARTNERS, OWNERS, SPONSORS, CONTRACTORS AND OTHER AGENTS (THE "**MARLIES PARTIES**"), SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE OR INJURY SUFFERED BY THE MEMBER OR A TICKET USER ARISING FROM OR RELATED IN ANY WAY TO ATTENDANCE AT THE EVENT IN RESPECT OF WHICH A TICKET HAS BEEN ISSUED, WHETHER OCCURRING PRIOR TO, DURING OR AFTER SUCH AN EVENT AND EXPRESSLY RELEASES THE MARLIES PARTIES FROM THE SAME.

C. TERMS AND CONDITIONS REGARDING AUTOMATIC PAYMENT PLANS.

By selecting a Membership, the Member agrees to select a payment plan option from the payment plan options made available by MLSE with respect to each Season and further agrees that subject to availability, the selected payment plan will, absent notice to or from MLSE, recur annually and is subject to the following payment terms:

1. **Payment Authorization.** Member understands that by selecting a Membership, MLSE is given authorization to bill Member for its Tickets in accordance with the payment plan that the Member selects. For all Member Tickets payments, this payment authorization shall remain in effect for so long as Member's Membership account remains in good standing with MLSE. Member hereby represents and warrants that it has the authority to approve charges in accordance with the listed payment information for the purpose of paying for the Tickets. Member understands and agrees that MLSE is not liable in any way for erroneous billing statements or incorrect charges, and that in the event of such a billing error, MLSE's only responsibility is to correct it if and when MLSE receives notice of the error. All deposits and/or payments made are non-refundable. Member understands that they are solely responsible for ensuring that Member payment information is current and to notify MLSE of any deficiencies such that they may be remedied, and that Member's failure to do so within the specified timeframe may result in a suspension or loss of Tickets and/or Membership Privileges. MLSE reserves the right to charge a processing fee of CAD\$50.00 in the event a payment is refused for any reason. All payments are due on the dates specified regardless of game cancellations or rescheduling. Refunds will be addressed in accordance with the applicable policy in effect at that time for the applicable game or event.
2. **Payment Plan Options.** Subject to Section C.5. below, Member will have the option of three payment plans:
 - a. *Annual Plan:* This plan allows the Member to pay 100% of the cost of their Tickets on or before the First Payment Date, as set out in the Notice (defined below) for the following Season. This payment may be made using Visa, MasterCard, or American Express (each a "**Credit Card**"), or cheque.
 - b. *Semi-Annual Plan:* This plan allows Member to pay 50% of the cost of their Tickets for the following Season on the First Payment Date, and to pay the remaining balance on September 25th (or next business day) of such calendar year. These payments may be made using a Credit Card or cheque.
 - c. *Monthly Payment:* This plan allows Member to pay for the cost of their Tickets for the following Season by making twelve (12) payments commencing on the First Payment Date, with the following payments being due on the 25th day (or next business day) of each of the eleven (11) subsequent months. These monthly payments may be made by Credit Card only and shall be of such amounts as listed on the relevant Notice.

If the Member's Credit Card on file is declined for a given payment for any reason, MLSE will re-run the Credit Card 24 hours later, and, if necessary, again 48 hours after the payment was initially declined. If at this point payment has not been made, the barcodes for Member's Tickets shall be suspended until payment in full is made. MLSE will attempt to notify Member by email and/or telephone to request that the payment information be updated. MLSE may resell Tickets for future games otherwise reserved for Member at any time while the Tickets are suspended. If two (2) consecutive payments are missed, Member's Tickets will be removed from Member's account and Member's Membership will be automatically terminated.

3. **Automatic Payment Program.** In connection with Member's purchase of the Tickets for the upcoming Season, Member is subject to an automatic payment program (the "**Payment Program**"). Through the Payment Program, so long as Member's account remains in good standing with MLSE, Member will have its Tickets automatically renewed for the upcoming Season on the relevant First Payment Date, until such time as (a) Member chooses to cancel its Membership, or (b) MLSE gives notice of termination or non-renewal of the Member's Membership.
4. **Notice.** MLSE may provide each Member with notice at least thirty (30) days in advance of each upcoming Membership renewal date ("**Notice**"). The Notice shall include: (i) the relevant renewal date (the "**First Payment Date**"); (ii) new Tickets pricing; (iii) any material changes to these Terms and Conditions; and (iv) method for Member to indicate its desire not to renew its Membership.

5. **Change Payment Plan Option.** If Member wishes to select a different payment plan for a subsequent Season, Member may do so by informing MLSE Membership Team prior to First Payment Date of such subsequent Season; provided that no change in a payment plan will be effective until it is confirmed in writing by MLSE.

Members who purchase a Membership expressly authorize the initial and continued payment in accordance with their selected payment plan for the current Season and for each subsequent Season, until such time as they choose to change their then current payment plan, not renew their Membership, or their Membership is terminated or not renewed by MLSE.

Schedule A

IMPORTANT! PLEASE READ. WARNING! DESPITE ENHANCED SPECTATOR SHIELDING MEASURES, PUCKS, STICKS OR OTHER OBJECTS MAY STILL FLY INTO THE SPECTATOR AREA. SERIOUS INJURY CAN OCCUR. STAY ALERT AT ALL TIMES INCLUDING DURING WARM-UP AND AFTER PLAY STOPS. IF STRUCK, IMMEDIATELY ASK USHER FOR DIRECTIONS TO MEDICAL STATION.

The holder of this ticket, on behalf of the Holder and minor accompanying the Holder (individually and collectively, the "Holder"), is admitted on condition and, by using this ticket and entering the arena, agrees to be bound by all of the terms of this ticket license. The arena has a no re-entry policy and is a strictly enforced smoke-free environment. Bottles, coolers, containers of any kind, and any other items as the AHL and/or MLSE may from time to time add, are not allowed into the arena and may be confiscated.

Tickets obtained from unauthorized sources may be stolen or counterfeit and may not be honored. Tickets cannot be replaced if lost, stolen or destroyed. This ticket is a revocable license which may be withdrawn and admission refused at any time, upon refunding to Holder the printed purchase price. This ticket license will automatically terminate if any term is breached. This ticket may not be offered for resale in any manner which would violate any law or regulation. This ticket may not be used for any form of commercial or trade purposes, including, but not limited to, advertising, contests, promotions, sweepstakes or giveaways without the express written consent of Maple Leaf Sports & Entertainment Partnership, Maple Leaf Sports & Entertainment Ltd. and their affiliates (collectively, "MLSE").

HOLDER VOLUNTARILY ASSUMES ALL RISKS AND DANGER OF PERSONAL INJURY and all other hazards related to the event for which ticket is issued (hereinafter the "Event"), whether occurring prior to, during or after the Event including specifically, but not exclusively, danger of injury by hockey pucks, sticks, and other equipment, by spectators or players, or by thrown objects. Holder agrees that MLSE, the arena, the American Hockey League ("AHL") the member clubs of the AHL, the PHPA and current and former players, and each of their respective affiliates, parents, related entities, owners, governors, officers, directors, partners, principals, employees and agents are expressly released by Holder from any claims arising from or relating to such causes or otherwise occurring at or in connection with the Event.

Holder grants permission to the AHL (and its designees and agents) and MLSE to utilize the Holder's image, likeness, actions and statements in any live or recorded audio, video, or photographic display or other transmission, exhibition, publication, or reproduction made of, or at, the Event (or activities carried on in connection therewith) in any medium or context, without further authorization or compensation. Holder further agrees to abide by policies of MLSE, the AHL, its member clubs, the arena, and the instructions of arena personnel or shall be subject to revocation of the license created by ticket, without refund. Any non-editorial or commercial use of any AHL or AHL club mark is prohibited without prior written approval of AHL. Any unauthorized transmission, picture or other depiction or description of any game action, game information or other arena activity is prohibited without prior written approval of MLSE and the AHL.

The Holder and the Holder's belongings may be searched upon entry into the arena, and the Holder consents to such searches and waives any related claims that might arise against the AHL and MLSE. If the Holder elects not to consent to these searches, the Holder will be denied entry into the arena.

Schedule B

Arena Code of Conduct

Maple Leaf Sports & Entertainment (“**MLSE**”) is committed to providing a safe, comfortable and enjoyable experience for our fans and guests at the arenas currently known as the Air Canada Centre and Ricoh Coliseum (the “**Venues**”), and MLSE is committed to providing courteous and professional service. Everyone should expect and help to promote an environment where people are treated in a courteous, professional, considerate and respectful manner by all fans, arena staff, team and event personnel, performers, players and other guests. Accordingly, MLSE will not tolerate unsafe, abusive, unlawful or offensive conduct in our Venues. This conduct includes, without limitation:

- Smoking (including e-cigarettes or vapourizers) except in specifically designated areas;
- Violence, fighting, threatening, taunting, physical or verbal harassment;
- Making abusive, sexist, racist, offensive or obscene remarks or gestures;
- Disruptive, harmful or disorderly behaviour;
- Sitting in a location other than the seat identified on the guest’s ticket;
- Any disruption of the game or event by a guest’s actions;
- Throwing objects of any kind or entering the playing surface or performance area;
- Intoxication or any signs of impairment related to alcohol or drug consumption;
- Possession of alcohol by a minor or providing alcohol to a minor;
- Possession of alcohol not purchased inside the Venue;
- Engaging in any commercial activity not authorized by MLSE;
- Failure to comply with requests from staff, including those related to Venue policies, operations or emergency response procedures; or
- Any act which, in the opinion of Venue officials, presents a risk to the safety of fans or staff.

Failure to abide by this Code of Conduct is subject to sanctions at the discretion of MLSE, which may include ejection, suspension of entry privileges, arrest, and banishment from any or all MLSE facilities.

Season ticket members and suite holders are reminded that they are responsible for the behaviour of anyone using their tickets and that failure to abide by this Code of Conduct by suite holders, Toronto Maple Leafs, Toronto Raptors, or Toronto Marlies season ticket members, or by anyone using their tickets, may result in loss of season ticket member or suite holder privileges.

All guests are reminded that bottles, coolers and containers of any kind are not allowed into the Venue and may be confiscated. MLSE reserves the right to limit the size of bags, purses or backpacks permitted within the Venue. Guests are advised to consult the applicable Venue websites for specific policies with respect to bags. MLSE reserves the right to prohibit the entry of items which may, in MLSE’s opinion, interfere with the ability of other guests to enjoy the game or event.

Venue staff have been trained to intervene when necessary to help ensure a safe and comfortable environment. Guests are encouraged to report any violations of this Code of Conduct or any inappropriate behaviour to the nearest usher, security guard or fan services staff member.

MLSE thanks you for adhering to this Code of Conduct and for making each event special and memorable to you and your fellow guests.