

FULL SEASON PARKING PACKAGE PURCHASE LICENCE

Rogers Blue Jays Baseball Partnership (the “**Club**”) and Rogers Stadium Limited Partnership (“**RSLP**”) hereby offer the Licensee (as defined below) a non-renewable, revocable licence (the “**Licence**”) to purchase, have, and use those parking passes as are specified on a Parking Confirmation (as defined below) (the “**Parking Passes**”). For certainty, for the purposes hereof, “**Parking Passes**” will include physical passes or tickets, digital passes (which, for certainty, includes passes delivered to smartphones), any membership or access cards issued to the Licensee in addition to or in place of the foregoing, as well as any locator slips or other similar documents printed or issued pursuant to any of the foregoing. This Licence must be read in conjunction with any Parking Confirmation and is offered to the Licensee subject to the terms and conditions set forth below, the terms and conditions accompanying the Parking Passes (which terms and conditions may be printed on the Parking Passes themselves (in the case of paper or printed PDF Parking Passes) or which may be otherwise communicated or linked to the applicable Parking Passes (in the case of mobile, electronic or other forms of digital Parking Passes)), and those terms and conditions included in any Parking Confirmation, brochure or other material describing any package of Parking Passes purchased by the Licensee, as well as those additional specific conditions communicated by or on behalf of the Club or RSLP to the Licensee from time to time (collectively, the “**Conditions**”). THE ACT OF MAKING FULL OR PARTIAL PAYMENT (INCLUDING BY WAY OF APPLICATION OF TICKET ACCOUNT (AS DEFINED BELOW) CREDIT); USING ANY PARKING PASS OR THE PARKING SPACE, WHETHER EFFECTED BY THE LICENSEE DIRECTLY OR ON THE LICENSEE’S BEHALF; OR CONFIRMING AGREEMENT TO THIS LICENCE AS PART OF THE PROCESS OF PURCHASING THE PARKING PASSES TO WHICH THIS LICENCE APPLIES, WHICHEVER OCCURS FIRST, WILL CONSTITUTE THE LICENSEE’S ACCEPTANCE OF THE LICENCE AND ALL OF THE CONDITIONS AND THE STANDARDS (AS DEFINED BELOW). THE LICENSEE IS ABSOLUTELY RESPONSIBLE FOR ANY VIOLATION OF THE LICENCE, INCLUDING THE CONDITIONS AND THE STANDARDS, WHETHER COMMITTED BY THE LICENSEE OR ANY PERSON IN POSSESSION OF ANY PARKING PASS(ES) ISSUED TO THE LICENSEE. The Licensee should safeguard all Parking Passes so that the Licence is not violated.

1. **DEFINITIONS.** For the purposes of the Licence:

- (a) “**Account**” means, as applicable, the account previously established in connection with the Licensee’s purchase of an account-based ticket product from the Club, or, the online account established in connection with the Licensee’s purchase of a Full Season Parking Package, and in either case as identified on a Parking Confirmation;
 - (b) a “**Commercial Reseller**” means any person (i) who is engaged in the business of making available for sale parking passes, tickets or access rights that were originally made available for sale by a Primary Seller, and/or (ii) who purchases Parking Passes hereunder with the intention of selling a substantial portion of the Parking Passes to one or more third parties for a price greater than the price that was paid for those Parking Passes;
 - (c) a “**Full Season Parking Package**” is a parking package pursuant to which the Licensee is granted the right to use a specific Parking Space in the Lot in connection with each Regular Season Home Game in the same regular season;
 - (d) the “**Licensee**” is the adult individual or legal business entity to whom the Account is registered and identified as the Licensee in the Club’s Account database;
 - (e) the “**Lot**” means the private underground parking lot located beneath the Stadium;
 - (f) the “**MLB Entities**” means the Office of the Commissioner of Baseball, Major League Baseball Properties, Inc., Major League Baseball Enterprises, Inc., MLB Advanced Media, L.P., The MLB Network, LLC, each of the Major League Baseball clubs, and each of their respective past, present, and future subsidiaries, affiliates, assigns, successors, agents, officers, employees, and owners;
 - (a) a “**Parking Confirmation**” means the order confirmation form, invoice, post-sale confirmation email or any other documentation or communication issued to the Licensee by or on behalf of the Club or RSLP in connection with a Full Season Parking Package, as may be amended or updated from time to time upon agreement by the Club, RSLP, and the Licensee;
 - (b) a “**Parking Space**” means a parking space located within the Lot;
 - (c) a “**Primary Seller**” means a person who is engaged in the business of making parking passes, tickets or access rights available for sale, and includes the owner or operator of the lot or space to which a parking pass grants access and parking privileges and any agent of that person. For the purposes of this agreement, RSLP shall be deemed to constitute a “Primary Seller”;
 - (d) a “**Regular Season Home Game**” means a *Toronto Blue Jays* home game that is played at the Stadium as part of the Major League Baseball regular season (excluding any tie-breaker games, if and as applicable); and
 - (e) the “**Stadium**” means *Rogers Centre*™ stadium in Toronto, Ontario, Canada.
2. By accepting the Licence, the Licensee acknowledges and agrees that it has (a) no right or privilege to renew the Licence and none will be implied, and (b) no reasonable expectation, right or privilege to any use of any Parking Spaces or Parking Passes not specified on a Parking Confirmation. Any opportunity granted by the Club or RSLP to renew the Licence, use any Parking Space or purchase parking passes to any game or event not specified on a Parking Confirmation is a privilege revocable, at any time, in the sole discretion of the Club and RSLP.
3. By accepting the Licence, the Licensee acknowledges and agrees to the following:
- (a) the number and locations of Parking Spaces available for use in connection with Full Season Parking Packages in any given regular season are limited and determined by the Club and RSLP in their sole discretion;
 - (b) the Club and RSLP may impose a limit on the number of Full Season Parking Packages available for purchase by any customer or Account-holder in any given regular season and to cancel any purchase or attempted purchase in excess of the limit. As of the date hereof, there is a limit of one (1) Full Season Parking Package per Account in any given regular season;
 - (c) the purchase by the Licensee of a Full Season Parking Package will be at the prices set by the Club and RSLP;
 - (d) the specific Parking Space that the Licensee is entitled to use pursuant to a Full Season Parking Package will be determined by the Club and RSLP in their sole discretion (and is subject to change in the discretion of the Club and RSLP);

- (e) the Licence is for Regular Season Home Games only and the Licensee is not entitled to use of any Parking Space in connection with any *Toronto Blue Jays* pre-season or postseason games, nor any other events at the Stadium;
- (f) the use of a Parking Space by the Licensee and/or any person to whom the Licensee transfers one or more Parking Passes is subject to the Licence, the Conditions, and the Standards (defined below); and
- (g) the use of the Parking Space on Regular Season Home Game dates is time-limited. In the event that the Licensee's vehicle or the vehicle of any person using any of the Parking Passes does not vacate the Parking Space and the Lot prior to the expiry of the applicable period (as stated on the Parking Pass), the Club and/or RSLP shall be entitled to remove the vehicle and the Licensee will be solely responsible for any and all associated expenses, including without limitation reimbursement to the Club and RSLP of any towing fees and lost profits due to their inability to utilize the Parking Space.
4. All sales are final. The Licensee agrees to pay all amounts specified on a Parking Confirmation in accordance with the payment option selected, including but not limited to, doing so by the applicable due date(s) as are stipulated. Unpaid amounts after any due date will be subject to a late payment charge of two percent (2%) per month until paid, calculated and compounded monthly (26.82% per year). The Licensee's payment obligations will survive the expiration or early termination of this Licence.
5. Licensee represents and warrants that it (a) is not a Commercial Reseller, and (b) will not engage in, authorize or permit any activities involving any Parking Passes, any Full Season Parking Package or any other package of Parking Passes purchased by the Licensee to which this Licence applies that (i) constitute business or commercial activities, or (ii) are, in the sole determination of the Club and RSLP, similar to the types of activities that are engaged in by Commercial Resellers. For the purposes of this Licence, and without limitation on the Club and RSLP's sole right to determine activities in violation of paragraph 5(b)(ii), the Licensee will be deemed to have violated that paragraph where more than fifty percent (50%) of the Parking Passes purchased as part of any Full Season Parking Package are offered for sale or sold at a price greater than the price first paid for such Parking Pass(es).
6. Any resale of any Parking Pass(es) in violation of any federal, state, provincial or local law, ordinance, rule or regulation violates the Licence. No Parking Pass(es) may be used for advertising, promotion (including contests, giveaways and sweepstakes) or any other trade or commercial purposes without the prior written consent of the Club and RSLP and any such use without the Club's and RSLP's prior written consent violates the Licence. Any fraudulent, deceptive or improper activity by or on behalf of the Licensee, as determined by the Club and RSLP in their sole discretion, violates the Licence. By way of illustration and not limitation, any act taken for the purpose of circumventing a limit on the number of Full Season Parking Packages available for purchase by the Licensee is considered deceptive and improper activity.
7. (a) The Account may only be registered in the name of one adult individual or one legal business entity, identified as the Licensee in the Club's Account database. In the event that the Account is registered in the name of a legal business entity, a "contact person" must be identified for the limited purpose of correspondence and contact; provided, however, in no event will the "contact person" be considered the Licensee.
- (b) The Licence, the Account, and/or any benefits or privileges the Licensee may have in connection with the Licence, may not be assigned, sublet or transferred in any manner, whether voluntarily or by gift, bequest, or operation of law, by the Licensee to any other person or entity without the express written consent of the Club and RSLP, as applicable. Only the Licensee may request that an Account be assigned or transferred. For greater certainty, (i) payment for the Account by anyone other than the Licensee, and receipt thereof by the Club or RSLP, does not constitute or effectuate an assignment, sublet or transfer of the Licence, and (ii) subject to Section 5 and Section 6, above, the Licensee may give to a third party any of the Parking Passes issued hereunder and this will not constitute an assignment, sublet or transfer of the Licence.
- (c) To access the Account online, the Licensee is required to create and use a password. The Licensee is responsible for maintaining the confidentiality of the password and is responsible for all activities (whether by the Licensee or by others) that occur under the Account. The Licensee agrees to notify the Club immediately of any unauthorized use of the Account or of the Licensee's password or any other breach of security. The Club will not be liable for any loss or damage arising from the Licensee's failure to protect the Licensee's password or Account information.
- (d) The Club and RSLP shall have the right, but not the obligation, to implement Account functionality facilitating the Licensee's ability to electronically transfer specific Parking Passes purchased by the Licensee hereunder to one (1) or more persons identified as "ticket partners". Licensee agrees that the Club and RSLP shall have the sole discretion to determine the policies and procedures applicable to such functionality from time to time. The Licensee hereby acknowledges and agrees that notwithstanding any transfer of Parking Passes effected by it, whether through the use of functionality provided by the Club or RSLP or another method, the Licensee shall remain responsible to ensure compliance with this Licence and any actions or omissions of any person (including any "ticket partner") who / that received any Parking Pass(es) from the Licensee, and any actions or omissions of any person who / that receives Parking Pass(es) from the Licensee, will be deemed to be the actions and omissions of the Licensee for all purposes under this Licence.
8. **PRIVACY.** Personal information submitted to the Club and/or RSLP, as applicable, by the Licensee will be treated in accordance with their respective privacy policies, available at www.bluejays.com/privacy and www.bluejays.com/privacy-rogerscentre (the "**Privacy Policies**"). The Licensee acknowledges that it has read, understands, and agrees to the Privacy Policies and authorizes the collection, use, and disclosure of any information submitted to or collected by the Club and/or RSLP, as applicable, in connection with this Licence in accordance with the terms of the Privacy Policies.
9. The Club and RSLP reserve the right to terminate the Licence at any time and, provided the Licence has not been violated, the Club and RSLP will tender to the Licensee that portion of the purchase price (as set out in the Parking Confirmation) that has been paid hereunder for Parking Passes for Regular Season Home Games not yet played at the time of such termination. ANY VIOLATION OF THE LICENCE (INCLUDING ANY MISSTATEMENT OR INACCURACY IN ANY REPRESENTATION OR WARRANTY AND INCLUDING ANY VIOLATION OF THE CONDITIONS OR THE STANDARDS (AS DEFINED BELOW)) WILL GIVE THE CLUB AND RSLP THE UNRESTRICTED RIGHT TO TAKE SUCH ACTIONS AS IT DEEMS NECESSARY, INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO REVOKE OR TERMINATE THE LICENCE, SEIZE OR CANCEL ANY PARKING PASSES, WITHDRAW ANY ACCOUNT-RELATED BENEFITS, AND/OR CANCEL THE ACCOUNT IMMEDIATELY, IN EACH CASE WITHOUT HAVING TO REFUND ANY AMOUNTS PAID IN CONNECTION WITH ANY OF THE PARKING PASS(ES) OR OTHER PRODUCTS PURCHASED BY THE LICENSEE AND WITHOUT AFFECTING THE LICENSEE'S PAYMENT OBLIGATIONS IN RESPECT OF SUCH PARKING PASS(ES) AND OTHER PRODUCTS. Where the Club or RSLP terminates the Licence, revokes or cancels any Parking Passes, or takes other action, in each case following a violation of the Licence, all amounts already paid by Licensee at the time of such termination, revocation or cancellation or other action will be forfeited to the Club and RSLP (as liquidated damages and not as a penalty) irrespective of and in addition to any other right, cause of action or remedy to which the Club may be entitled. For certainty, Licensee agrees that such amounts represent a reasonable estimate by the parties of the liquidated damages suffered by the Club and RSLP as a result of the Licensee's violation of the Licence. The Club and RSLP reserve the right to investigate suspected violations of the Licence, the Conditions, and/or

the Standards (as defined below). The failure of the Licensee or any person in possession of the Parking Pass(es) to cooperate with any investigation constitutes a violation of the Licence. The Licensee acknowledges that damages may not be an adequate remedy for violation of the Licence, the Conditions, and/or the Standards and consents to injunctive or other relief which may be sought to enforce same. The Licensee hereby releases and forever discharges the Club, RSLP, the MLB Entities, Ticketmaster, L.L.C., Ticketmaster Canada LP, their past, present and future corporate affiliates, successors, assigns, and each of their respective players, managers, coaches, employees, partners, members, directors, officers, owners, agents, representatives, independent contractors and volunteers (collectively, the “**Released Entities**”) with respect to any and all liabilities arising out of or in connection with any actions taken by one or more Released Entities in connection with a violation of the Licence (e.g., seizing Parking Passes, cancelling the Account, etc.), including any liability arising with respect to any person in possession of any Parking Pass(es) issued to the Licensee, and the Licensee hereby agrees to indemnify, defend and hold harmless each of the Released Entities from and against any and all claims, demands, obligations, causes of action and lawsuits and all damages, liabilities, fines, judgments, costs (including settlement costs) and expenses associated therewith (including the payment of reasonable legal fees and disbursements) (collectively, the “**Costs**”) incurred or suffered by any of the Released Entities in connection with any such actions taken by one or more Released Entities, including any and all Costs incurred or suffered in connection with any person in possession of, or claiming a right to, any Parking Pass(es) issued to the Licensee. This Section will survive the expiration or early termination of this Licence.

10. WAIVER AND RELEASE OF LIABILITY.

- (a) The Licensee hereby acknowledges and agrees that the severe acute respiratory syndrome coronavirus 2 (“**SARS-CoV-2**” or the “**Coronavirus**”), the COVID-19 coronavirus disease (including any strains, variants, or mutations thereof) (collectively, “**COVID-19**”), and the resultant pandemic that was declared by the World Health Organization (the “**Pandemic**”) have led and may continue to lead to certain requirements, restrictions, and limitations impacting the playing of *Toronto Blue Jays* spring training, regular season, and postseason games. By way of illustration and not limitation, relevant requirements, restrictions, and limitations have and may continue to include border closures and numerous different local, county, provincial, state, and federal governmental orders and directives in the United States and Canada. For the purposes of this Licence, all existing and future requirements, restrictions, and limitations that actually or reasonably have the potential to impact the playing of the *Toronto Blue Jays*’ games, the tickets sold and/or committed to those games, the Lot, the Parking Passes, and/or any of the Club’s or RSLP’s processes, procedures, or operations for those games, the Lot, or the Parking Passes will be referred to as the “**Restrictions**”.
- (b) The Licensee recognizes that the use of one or more Parking Spaces and attendance in or at the Lot and/or Stadium is voluntary and may result in illness, physical and/or mental injuries, medical complications, disability, death, property loss, and/or property damage, both foreseen and unforeseen (including, without limitation, theft of vehicle contents and vehicle damage). The Licensee, by accepting the Licence, by using a Parking Pass, and/or by bringing any vehicle into the Lot, acknowledges and assumes (on behalf of themselves and any minor(s) or other person(s) accompanying the Licensee) all risks and dangers associated with using the Parking Space(s), driving a vehicle in the Lot and attending in or at the Lot (including specifically, but not exclusively, any incidents or accidents associated with crowds of people, the actions of other drivers, or the negligence or misconduct of other users of the Lot). Further, and without limiting the generality of the foregoing, the Licensee acknowledges and understands that by using a Parking Space or attending in or at (or interacting with staff, participants, and/or any other individuals present in or at) the Lot or the Stadium, the Licensee (and/or any person(s) (including minor(s)) accompanying the Licensee) may be exposed to the Coronavirus, COVID-19, influenza, or other airborne, aerosolized or surface transmissible infectious and/or communicable diseases, viruses, bacteria, or illnesses or the causes thereof (collectively, the “**Communicable Diseases**”). The Licensee acknowledges and understands that SARS-CoV-2 is extremely contagious and spreads mainly from person-to-person contact. Based on currently available information, older adults and people of any age who have serious underlying medical conditions may have a higher risk for severe illness or death from the Coronavirus and COVID-19. THE CLUB AND RSLP CANNOT GUARANTEE THAT THE LICENSEE (AND/OR ANY PERSON(S) (INCLUDING MINOR(S)) WHO RECEIVE(S) ANY PARKING PASS FROM THE LICENSEE OR ACCOMPANY/IES THE LICENSEE TO THE LOT OR STADIUM) WILL NOT BECOME EXPOSED TO OR INFECTED WITH THE CORONAVIRUS, COVID-19, OR ANY OTHER COMMUNICABLE DISEASES, DESPITE ANY SANITIZATION OR OTHER EFFORTS THAT MAY BE IMPLEMENTED IN ORDER TO MITIGATE SUCH DANGERS.
- (c) The Licensee agrees (on behalf of herself and any minor(s) or other person(s) accompanying the Licensee) that the Released Entities (as defined above), will not be responsible for any personal illness, physical and/or mental injuries, medical complications (including death), disability or injury, property loss, property damage, or other loss, both foreseen and unforeseen, suffered by the Licensee (or any minor(s) or other person(s) accompanying the Licensee) as a result of (i) use of any Parking Space, driving in the Lot, or attendance in or at (or interaction with staff, participants, and/or any other individuals present in or at) the Lot or Stadium, and/or (ii) the negligence of any of the Released Entities. Without limiting the generality of the foregoing, the Licensee specifically acknowledges the extremely contagious nature of SARS-CoV-2 and voluntarily assumes the risk that the Licensee (and/or any person(s) (including minor(s)) who receive(s) any Parking Pass from the Licensee or accompany/ies the Licensee to the Lot or Stadium) may be exposed to or infected by one or more Communicable Diseases while attending or otherwise being present in or at (or interacting with staff, participants, and/or any other individuals present in or at) the Lot, the Stadium or any other facilities under the control of either of the Club and/or RSLP, and that such exposure or infection may involve the RISK OF SERIOUS PHYSICAL AND/OR MENTAL INJURY, ILLNESS, MEDICAL COMPLICATIONS, PERMANENT DISABILITY AND/OR DEATH, BOTH FORESEEN AND UNFORESEEN. The Licensee understands that the risk of becoming exposed to or infected with any Communicable Disease while attending or otherwise being present in or at (or interacting with staff, participants, and/or any other individuals present in or at) the Lot, the Stadium, or any other facilities under the control of either of the Club and/or RSLP may result from the actions, omissions, or negligence of others and/or the Licensee, including, but not limited to, the Released Entities.
- (d) THE LICENSEE, ON THEIR OWN BEHALF AND ON BEHALF OF ANY MINOR(S) OR OTHER PERSON(S) ACCOMPANYING LICENSEE, AND ANY OF THEIR RESPECTIVE PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS, NEXT OF KIN AND/OR ANY OTHER PERSON OR ENTITY THAT MAY BE ENTITLED TO MAKE A CLAIM ON THE LICENSEE’S OR ANY ACCOMPANYING MINOR(S)’ OR OTHER PERSON(S)’ BEHALF HEREBY EXPRESSLY ASSUMES ALL SUCH RISKS AND DANGERS, WHETHER PRESENTLY KNOWN OR UNKNOWN, AND SPECIFICALLY WAIVES, RELEASES, DISCHARGES, HOLDS HARMLESS, AND COVENANTS NOT TO SUE EACH OF THE RELEASED ENTITIES WITH RESPECT TO ANY AND ALL COSTS, EXPENSES, DAMAGES, CLAIMS, CAUSES OF ACTION, DEMANDS AND LIABILITIES OF ANY KIND ARISING OUT OF, ON ACCOUNT OF, OR RELATING TO ANY PHYSICAL AND/OR MENTAL INJURY, ILLNESS, MEDICAL COMPLICATIONS, DISABILITY OR RESULTING DEATH (INCLUDING BUT NOT LIMITED TO INJURY, ILLNESS, DISABILITY OR RESULTING DEATH FROM THE CORONAVIRUS, COVID-19, OR ANY OTHER COMMUNICABLE DISEASES), BOTH FORESEEN AND UNFORESEEN, OF THE LICENSEE, OR ANY MINOR(S) OR OTHER PERSON(S) ACCOMPANYING LICENSEE, ARISING OUT OF OR RELATED TO ANY OF THE SERVICES DESCRIBED IN THIS LICENCE, OR ATTENDING IN OR AT (OR INTERACTING WITH STAFF, PARTICIPANTS, AND/OR ANY OTHER INDIVIDUALS PRESENT IN OR AT) THE LOT OR THE STADIUM (COLLECTIVELY, THE “**RELEASED CLAIMS**”). The Licensee will indemnify, defend and hold harmless the Released Entities from and against any and all claims, demands, obligations, causes of action, lawsuits, proceedings, damages, liabilities, judgments, fines, losses, costs and expenses (including reasonable attorneys’ fees, disbursements and other legal costs), arising out of, incidental to, or in any way related to the Released Claims, the Licensee’s or any accompanying

minor(s)' or other person(s)' acts or omissions, and/or the failure of the Licensee or any minor(s) or other person(s) accompanying Licensee to comply with this Licence, the Conditions and/or the Standards (as defined below).

- (e) The Licensee further acknowledges and understands that, if infected with COVID-19 or any other Communicable Disease, the Licensee and/or any minor(s) or other person(s) accompanying Licensee may infect others that they may subsequently come in contact with, even if they are not experiencing or displaying any symptoms of illness, and that the risk of exposure to others remains at all times. Accordingly, the Licensee acknowledges and agrees that the Licensee will not attend at the Lot or Stadium or use any Parking Pass, or knowingly allow another person to attend at the Lot or Stadium or use any Parking Pass, if, the Licensee or the individual holding the Parking Pass: (i) is required and/or advised (whether pursuant to applicable law or guidance of public health authorities) to self-isolate, quarantine or otherwise refrain from attending at public gatherings, or (ii) is otherwise prohibited from attending the Stadium, the Parking Space and/or using the Parking Pass pursuant to any of the Restrictions.
- (f) within fourteen (14) days preceding the Regular Season Home Game to which such Parking Pass relates, the Licensee or the individual holding the Parking Pass (i) tested positive or presumptively positive for COVID-19 or any other Communicable Disease; (ii) has been identified as a potential carrier of COVID-19 or any other Communicable Disease; (iii) experienced any symptoms commonly associated with COVID-19 and/or any other Communicable Disease, (iv) traveled to a country for which the Federal Government of Canada has issued a restriction on all non-essential travel (each, a **"Prohibited Country"**), or (v) was in direct contact with or in the immediate vicinity of (an **"Encounter"**) any person who is either confirmed or suspected of being infected with COVID-19 and/or any other Communicable Disease or who has travelled to a Prohibited Country within fourteen (14) days preceding any Encounter. The Club and RSLP reserve the right to add to and/or modify the foregoing restrictions.

The Licensee further acknowledges and agrees that the Restrictions and/or other matters that have or will result from the Coronavirus, COVID-19, any other Communicable Disease, and the Pandemic (including, but not limited to, recommendations from public health authorities, guidance and requirements of the MLB Entities, and other relevant policies and guidelines) may reasonably necessitate that the Club and/or RSLP modify and update policies, procedures, and/or operations. By way of illustration and not limitation, evolving public health guidelines (such as social distancing recommendations), could reasonably necessitate that the Club and/or RSLP modify or implement policies with respect how persons access or use the Lot or Parking Spaces, or direct the Licensee to park in a location other than the Lot. The Licensee acknowledges and agrees that under no circumstances will the Club or RSLP be in breach of or default under this License as a result of implementing any of the aforementioned modifications or updates, whether or not such modifications or updates impact the Parking Pass(es) forming part of this Licence or the Club's or RSLP's ability to deliver one or more of the items as specified under this Licence.

- (g) THE LICENSEE, BY ACCEPTING THE LICENCE AND/OR BY USING A PARKING SPACE, IS DEEMED TO HAVE GIVEN A FULL RELEASE OF LIABILITY TO THE RELEASED ENTITIES TO THE FULLEST EXTENT PERMITTED BY LAW. IF MINOR(S) OR OTHER PERSON(S) IS/ARE ACCOMPANYING THE LICENSEE IN OR AT (OR INTERACTING WITH STAFF, PARTICIPANTS, AND/OR ANY OTHER INDIVIDUALS PRESENT IN OR AT) THE LOT OR THE STADIUM, THE LICENSEE IS DEEMED TO HAVE GIVEN ALL OF THE FOREGOING GRANTS OF RIGHTS, RELEASES AND WAIVERS ON BEHALF OF SUCH MINOR(S) AND/OR OTHER PERSON(S). IF THE LICENSEE DOES NOT WISH TO OR IS NOT AUTHORIZED TO GRANT SUCH RIGHTS, RELEASES AND WAIVERS ON BEHALF OF THE ACCOMPANYING MINOR(S) OR OTHER PERSON(S), THE LICENSEE MUST NOT ENTER THE LOT WITH THE MINOR(S) OR OTHER PERSON(S). THE FOREGOING RELEASES WILL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS LICENCE.

11. **ARBITRATION.** EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAWS, ANY DISPUTE, CLAIM OR CAUSE OF ACTION ARISING OUT OF OR IN ANY WAY RELATED TO THE LICENCE, THE CONDITIONS, THE STANDARDS (AS DEFINED BELOW) OR ANY OF THE PARKING PASSES, INCLUDING, BUT NOT LIMITED TO, THE LICENSEE'S ATTENDANCE IN OR AT (OR INTERACTION WITH STAFF, PARTICIPANTS, AND/OR ANY OTHER INDIVIDUALS IN OR AT) THE LOT, THE STADIUM, OR ANY REGULAR SEASON HOME GAME, SHALL BE SETTLED BY MANDATORY, CONFIDENTIAL, FINAL, AND BINDING ARBITRATION UNDER THE *ARBITRATION ACT, 1991* (ONTARIO) BY A SINGLE ARBITRATOR MUTUALLY AGREED UPON BY THE LICENSEE AND THE CLUB AND/OR RSLP, AS APPLICABLE. THE PLACE OF ARBITRATION SHALL BE TORONTO, ONTARIO, CANADA. EXCEPT AS MAY BE REQUIRED BY LAW, NEITHER A PARTY NOR AN ARBITRATOR MAY DISCLOSE THE EXISTENCE, CONTENT, OR RESULTS OF ANY ARBITRATION HEREUNDER WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES. NEITHER THE LICENSEE NOR THE CLUB SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER INDIVIDUALS OR ENTITIES, OR ARBITRATE AS A REPRESENTATIVE MEMBER OF A PUTATIVE CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. THE ARBITRATOR SHALL HAVE THE POWER TO AWARD ANY REMEDIES UNDER APPLICABLE LAW. ANY AWARD, AND ANY JUDGMENT CONFIRMING IT, APPLIES ONLY TO THE ARBITRATION IN WHICH IT WAS AWARDED AND CANNOT BE USED IN ANY OTHER CASE EXCEPT TO ENFORCE THE AWARD ITSELF. THIS SECTION WILL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS LICENCE.

12. SECURITY AND SAFETY POLICY AND STANDARDS.

- (a) By seeking entry to the Stadium (including the Lot), the Licensee, on their own behalf and on behalf of any minor(s) or other person(s) accompanying Licensee, consents to (i) security searches and allows the Club and/or RSLP to inspect their person and that of any person accompanying the Licensee in the same vehicle (including by way of manual pat-down and/or metal detection, or in connection with any Club or RSLP health and safety procedures), the Licensee's vehicle, and any bags, clothing, or other articles or belongings, and (ii) any security and health and safety policies and procedures of the Club or RSLP then in place, and the Licensee waives any related claims that the Licensee might have against the Released Entities and agrees that the Released Entities assume no liability for the Licensee's person or property (including the Licensee's vehicle). No alcohol, illegal drugs or other illegal substances, fireworks, chemicals, bottles, cans, weapons, large bags, knapsacks, hard-sided coolers, or briefcases will be permitted into the Stadium (including the Lot). No re-entry into the Stadium will be permitted. **The Licensee accepts all Stadium Rules, the Stadium Code of Conduct, security policies, health and safety policies, and other standards or policies in place from time to time (collectively, the "Standards") posted in or about the Stadium. Advance copies of the Standards may be obtained at Gate 9 or by telephoning (416) 341-1000.**
- (b) Licensee acknowledges and agrees, on their own behalf and on behalf of any minor(s) or other person(s) accompanying the Licensee, that, while inside and/or in the vicinity of the Lot or Stadium, Licensee's image and location information, and that of any minor(s) or other person(s) accompanying Licensee, may be recorded by in-Lot or in-Stadium cameras and video surveillance (including broadcast cameras used in connection with television and other broadcasts of the applicable Regular Season Home Game), access control scanners, and other systems and technologies in use from time-to-time and that such recordings and information may be stored and used for (i) security-related purposes, and (ii) other reasonable purposes related to the Regular Season Home Game (e.g. video recordings of fans may appear in game broadcasts and/or on the Stadium's public video display boards).
- (c) The Licensee agrees not to use offensive language concerning another person's race, ethnicity, gender, gender identity, religion, disability, age, sexual orientation, national origin (**"Derogatory Language"**) or otherwise use language or exhibit conduct which, in the opinion of the Club and/or RSLP, is vulgar, abusive, illegal, or objectionable or might otherwise interfere with the reasonable enjoyment of others, and shall ensure that any person using any

of the Licensee's Parking Passes complies with the foregoing. Further, the Club and RSLP reserve the right, without refund of any portion of the purchase price of any Parking Pass(es), to revoke the Licence, cancel any or all Parking Pass(es) and refuse admission or eject any person from the Stadium (including the Lot) (i) who uses Derogatory Language, (ii) who appears to be intoxicated, (iii) whose conduct is deemed by either the Club or RSLP to be improper, disorderly, or unbecoming, or (iv) who otherwise exhibits conduct which, in the opinion of the Club and/or RSLP, is abusive, illegal, objectionable or might otherwise interfere with the reasonable enjoyment of others. The Club and RSLP reserve the right to change this security and safety policy and/or the Standards.

13. Each Parking Pass covered by the Licence represents a separate non-renewable, revocable licence which only permits the bearer the right to: (a) enter the Lot at times determined by the Club and RSLP and (b) park their vehicle in the Parking Space selected by the Club and RSLP (which may be identified by the Parking Pass). None of the Club, RSLP or the MLB Entities are responsible for lost, stolen or duplicated Parking Passes. Each Parking Pass is good only for the particular time period on the particular date identified by the Parking Pass and no part of the purchase price will be refunded or credited by reason of the failure of the Licensee or any other person to use it during such time period.
14. **RESCHEDULED GAME POLICY.** The Parking Pass(es) issued to the Licensee hereunder are not subject to any refund and will bear no cash value. In the event that the Licensee is issued a Parking Pass in connection with a Regular Season Home Game that is not played or does not progress to or beyond a point of play constituting a regulation game under MLB's Official Baseball Rule 7.01 (formerly 4.10) on the specified date (each, a "**Cancelled Game**"), the Parking Pass for the Cancelled Game date will grant use to the applicable Parking Space on the date of the rescheduled game (the "**Rescheduled Game**") and should be retained by the bearer of the Parking Pass. Parking Passes for Cancelled Game dates may not be exchanged for Parking Passes for any other Regular Season Home Game dates. No part of the purchase price of any Parking Pass will be refunded or credited by reason of the failure of the Licensee or any other person to use such Parking Pass on the date of the Rescheduled Game. For more information, call the Club's ticket office at (416) 341-1234.
15. The Club and RSLP may change, at any time, any of the Conditions, upon notice to the Licensee. If the Licensee does not accept a change to a Condition, the Licensee's sole remedy is to retain the existing Condition unchanged for the duration of the Licence period, upon notice to the Club and RSLP within 30 days of the Licensee's receipt of the notice of change of such Condition. In the event that Licensee does not provide such notice to the Club and RSLP within such 30 day period, the Licensee will be deemed to have accepted the applicable change to the Condition. The Conditions cannot be changed by the Licensee.
16. If any provision of the Licence, the Conditions, or the Standards is/are found or held to be invalid or unenforceable under any statute, regulation, ordinance, executive order, or other rule of law, such term is deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order, or rule, and the remaining provisions of the Licence, the Conditions and the Standards, as applicable, will remain valid and enforceable to the fullest extent permitted by law.
17. The Licence, the Conditions and the Standards will be governed exclusively by the laws of the Province of Ontario, without giving effect to conflict of laws principles thereof. Subject to Section 11, above, the exclusive venue for any disputes arising out of the Licence, including the Conditions, the Standards or any Parking Pass(es) issued to the Licensee will be the courts of the Province of Ontario, located in the City of Toronto. Any written notice should be mailed to: Toronto Blue Jays, Attention: Senior Director, Ticket Sales & Service, One Blue Jays Way, Suite 3200, Toronto, Ontario, M5V 1J1. For additional information on offers related to the Stadium or the *Toronto Blue Jays*, please visit <http://www.bluejays.com/> or call (416) 341-1234. This Section will survive the expiration or early termination of this Licence.
18. Unless earlier terminated by the Club or RSLP in accordance with its terms, the Licence will expire on the day following the final Regular Season Home Game of the Major League Baseball regular season to which it relates.

Latest Update: July 19, 2022.