

## TICKET PURCHASE AGREEMENT FOR 2022 ALL-STAR WEEK EVENTS

**TERMS AND CONDITIONS:** This Ticket Purchase Agreement for 2022 All-Star Week Events (“Agreement”) is entered into by and between the Account Holder and Dodger Tickets LLC (the “Venue”), as of the date that (i) the Account Holder accepts these Terms and Conditions online or (ii) the Account Holder, or someone acting on the Account Holder’s behalf, pays for the Tickets, whether in part or in full, whichever occurs first. By accepting these Terms and Conditions online and/or paying for the Tickets, in part or in full, the Account Holder agrees to the terms and conditions set forth below.

1. For purposes of this Agreement, the “Account Holder” is the person or entity named as the Account Holder on the corresponding My Dodgers Tickets account. The “Account” is the revocable license granted by this Agreement to the Account Holder to purchase the number of Tickets specified on the Account Holder’s My Dodgers Tickets account for the 2022 All-Star Week events (e.g., the All-Star Game, the Home Run Derby, the Celebrity Softball Game, the Futures Game, and Play Ball Park) held at Dodger Stadium (hereinafter, individually and collectively referred to as the “Event(s)”) specified on the Account Holder’s My Dodgers Tickets account. The “Bearer” of a Ticket is the person who actually uses the Ticket on the day of the Event. Each “Ticket” represents a revocable license that enables the Bearer to enter the premises of Dodger Stadium or the venue hosting the Event, as applicable, on the day of the Event, and, if applicable, to occupy the seat location shown on the Ticket for that Event. Nothing contained in this Agreement grants or shall be deemed to grant to the Account Holder, and the Account Holder does not have, any right or option whatsoever to purchase Ticket(s) for any exhibition games, regular season games, or playoff games (i.e., Wild Card games, National League Division Series games, National League Championship Series games, and World Series games). All Tickets purchased pursuant to this Agreement will be subject to the rules and regulations of Major League Baseball. The seat locations for any such tickets purchased pursuant to this Agreement shall be at the sole discretion of the Venue. The Venue reserves the right to (a) move the Account Holder’s seat locations at any time prior to or during the Events upon prior written notice to the Account Holder, (b) place signage and/or netting anywhere inside Dodger Stadium, including, without limitation, in front of the seat locations, and (c) allow film crews and photographers to occupy and film, photograph, and/or otherwise record the aisles in and around the area of the seat locations.

2. The Account Holder must be a living adult individual or a legal business entity. This Agreement, the Account, and/or any rights that the Account Holder may have hereunder, shall not be assigned or transferred in any manner, whether voluntarily or by gift, bequest, or operation of law, by the Account Holder to any other person or entity. Except as expressly permitted by the Venue or Major League Baseball, the Account Holder, any Bearer, and/or any person or entity having possession of any Ticket(s), shall not sell, resell, assign, or transfer such Ticket(s) to any person or entity for any price. The sale, resale, attempted resale, assignment, or transfer of any Ticket(s) in violation of the terms of this Agreement and/or of any federal, state, or local law, ordinance, rule, or regulation, shall automatically give the Venue the unrestricted right to terminate this Agreement, cancel the Account and the Ticket(s), and revoke the personal license represented thereby, immediately and without having to refund the purchase price of the Ticket(s) to the Account Holder or anyone acting on the Account Holder’s behalf. For purposes of this Agreement, any sale, resale, attempted resale, assignment, or transfer of any Ticket(s) in any manner or at any price by any person or entity other than the Account Holder shall constitute a sale, resale, attempted resale, or transfer of such Ticket(s) by the Account Holder. No Ticket may be used for advertising promotions (including, without limitation, contests and sweepstakes) or other trade purposes without the express written permission of Los Angeles Dodgers LLC (the “Dodgers”) and Major League Baseball.

3. This Agreement and the Account may be terminated, and the personal license represented thereby revoked, immediately by the Venue upon the death of an individual Account Holder and/or upon the breach of any of the terms of this Agreement by the Account Holder, a Bearer, and/or anyone acting with the authorization or on behalf of the Account Holder. This Agreement and the Account may also be terminated, and the personal license represented thereby revoked, immediately by the Venue if the Account Holder (whether an individual or legal entity) becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has otherwise ceased to conduct business.

4. The revocable license represented by a Ticket may be terminated at any time by the Venue if (a) the Account Holder and/or Bearer breaches any of the terms of this Agreement or violates any laws, ordinances, rules, or regulations in effect at Dodger Stadium, (b) the Event(s) are canceled, postponed, or rescheduled by Major League Baseball and/or any other agency having jurisdiction over the Venue and/or the Dodgers, (c) any federal, state, and/or local law, rule, regulation, order, ordinance, directive, act, or mandate issued by a governmental body and/or any other agency having jurisdiction over the Venue and/or the Dodgers limits the total attendance at the Event(s) to less than Dodger Stadium’s authorized capacity, or (d) the Venue, in exercise of its sole and absolute discretion, deems it necessary to revoke the license in order to ensure the public’s safety or the public’s enjoyment of the Event(s), or for any other reason.

5. Acceptance of or participation in any promotional offers, incentive programs, continuous enrollment programs, or automatic renewal programs does not confer upon the Account Holder any rights or options not expressly set forth herein, and does not alter, modify, amend, supersede, or cancel any of the terms or conditions of this Agreement.

6. The Account Holder must promptly notify the Venue of any change of address. Such notice must be in writing and must include the signature of the individual Account Holder or, if a business entity is the registered Account Holder, of an authorized corporate officer, partner, or member.

7. If any Tickets are misplaced, or if incorrect Tickets are presented for admission, replacement Tickets may be issued by the Venue at its sole discretion. A non-refundable replacement fee of Ten Dollars (\$10.00) per Event per Account shall be required before any replacement Tickets are issued. Replacement Tickets will be issued only to the Account Holder via email and for no more than two (2) Events per Account.

8. While at Dodger Stadium or any venue hosting an Event, all spectators, including, without limitation, Account Holders and Bearers, shall comply with all applicable federal, state, and/or local laws, ordinances, rules, and regulations, and any rules established by the Venue. This Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of California and any applicable federal laws without regard to choice of law rules. This Agreement may be amended only by a writing signed by both parties.

### 9. ASSUMPTION OF RISK:

**a. THE ACCOUNT HOLDER AND EACH BEARER OF A TICKET ACKNOWLEDGES THAT HE OR SHE KNOWS AND UNDERSTANDS ALL OF THE RISKS OF HARM OR INJURY TO HIS OR HER PERSON OR PROPERTY THAT MAY RESULT FROM ATTENDING A BASEBALL GAME AND/OR EVENT AND PARTICIPATING AS A SPECTATOR IN SUCH GAME AND/OR EVENT, AND HEREBY EXPRESSLY ASSUMES ALL RISKS AND DANGERS INCIDENTAL TO THE GAME OF BASEBALL, WHETHER OCCURRING PRIOR TO, DURING, OR SUBSEQUENT TO, THE ACTUAL PLAYING OF THE GAME AND/OR EVENT, INCLUDING, BUT NOT LIMITED TO, THE DANGER OF BEING INJURED BY PLAYERS, OTHER FANS, THROWN BATS OR**

PORTIONS THEREOF, THROWN OR BATTED BALLS OR OTHER OBJECTS OR PROJECTILES, AND AGREES THAT THE VENUE, THE MLB ENTITIES (AS DEFINED BELOW), THE CITY OF LOS ANGELES, THE LOS ANGELES CONVENTION CENTER, AEG FACILITIES, AND THE PLAYERS AND TEAMS PARTICIPATING IN THE GAME AND/OR EVENT (HEREINAFTER, INDIVIDUALLY AND COLLECTIVELY REFERRED TO AS THE "RELEASED PARTIES") ARE NOT AND SHALL NOT BE LIABLE FOR ANY LOSSES, DAMAGES, AND/OR INJURIES RESULTING FROM SUCH CAUSES. FOR PURPOSES OF THIS AGREEMENT, THE "MLB ENTITIES" SHALL MEAN THE DODGERS AND THE OTHER MAJOR LEAGUE BASEBALL CLUBS, THE OFFICE OF THE COMMISSIONER OF BASEBALL, MAJOR LEAGUE BASEBALL PROPERTIES, INC., MLB ADVANCED MEDIA, L.P., THE MLB NETWORK, LLC, AND SUCH ENTITIES' RESPECTIVE PAST, PRESENT, AND FUTURE AFFILIATES, OWNERS, GENERAL AND LIMITED PARTNERS, MEMBERS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, VENDORS, LICENSEES, SPONSORS, ADVERTISERS, AND BROADCAST PARTNERS.

b. THE ACCOUNT HOLDER AND EACH BEARER OF A TICKET ACKNOWLEDGES THAT THERE IS AN INHERENT RISK OF EXPOSURE TO AND/OR CONTRACTING COVID-19 (AS DEFINED BY THE WORLD HEALTH ORGANIZATION) AND/OR ANY STRAINS, VARIANTS, OR MUTATIONS THEREOF, THE CORONAVIRUS THAT CAUSES COVID-19, AND/OR ANY OTHER AIRBORNE, AEROSOLIZED, OR SURFACE TRANSMISSIBLE COMMUNICABLE AND/OR INFECTIOUS DISEASES, VIRUSES, BACTERIA, ILLNESSES, OR THE CAUSES THEREOF (COLLECTIVELY, "COMMUNICABLE DISEASE"), IN ANY PUBLIC PLACE REGARDLESS OF PRECAUTIONS THAT MAY BE TAKEN. THE ACCOUNT HOLDER AND EACH BEARER OF A TICKET FURTHER ACKNOWLEDGES AND AGREES THAT THE RELEASED PARTIES ARE NOT AND SHALL NOT BE LIABLE FOR ANY LOSSES, DAMAGES, AND/OR INJURIES RESULTING FROM ACCOUNT HOLDER AND/OR ANY BEARER OF A TICKET BEING EXPOSED TO AND/OR CONTRACTING A COMMUNICABLE DISEASE, INCLUDING, WITHOUT LIMITATION, ANY ASSOCIATED DANGERS, MEDICAL COMPLICATIONS, AND PHYSICAL AND MENTAL INJURIES, BOTH FORESEEN AND UNFORESEEN, THAT MAY RESULT FROM CONTRACTING A COMMUNICABLE DISEASE.

10. **INDEMNIFICATION:** The Account Holder and each Bearer of a Ticket shall indemnify, defend, and hold harmless, and covenants not to sue, the Released Parties, and each of their respective affiliates, owners, shareholders, directors, officers, employees, representatives, agents, contractors, licensees, heirs, successors, and assigns of any of the aforementioned parties (hereinafter, individually and collectively referred to as the "Indemnified Parties"), from and against any and all demands, claims, suits, causes of action, costs, expenses and attorneys' fees, and/or any liability whatsoever, for any losses, injuries, and/or damages whatsoever sustained by anyone, whether to their persons and/or property, as a result of or incident to any of the risks assumed in Section 9, above, including, but not limited to, the danger of being injured by players, other fans, thrown bats or portions thereof, thrown or batted balls, or other objects or projectiles, and the danger of being exposed to and/or contracting a Communicable Disease. The foregoing indemnity shall apply to any and all costs and expenses incurred by or on behalf of the Indemnified Parties in defending and/or preparing to defend against any such claims, suits, and/or liability.

11. **DEFAULT:** If the Account Holder fails to pay any deposit, installment payment, and/or the total amount, in full, by the applicable due date(s) pertaining to this Agreement, or otherwise defaults in the performance or observation of any of its obligations under this Agreement, the Venue may, in its sole discretion either: (i) withhold distribution of Tickets and/or admission to the Events until such time as said default(s) is/are cured, or (ii) terminate this Agreement and the Account immediately by giving notice of termination to the Account Holder. The foregoing remedies shall be cumulative and not exclusive of any other right or remedy set forth herein or otherwise available to the Venue in law or at equity. No waiver by the Venue of any default or breach by the Account Holder hereunder, and no failure or delay by the Venue in the exercise of any remedy provided herein, shall be construed to constitute a forfeiture or waiver thereof or of any other right or remedy available to the Venue.

12. The failure of the Venue to seek redress for any violation of, or to insist upon the strict performance of, any covenant, term, condition, representation, and/or warranty set forth in this Agreement will not constitute a waiver of such rights or in any way limit or prevent the subsequent enforcement of any such covenant, term, condition, representation, and/or warranty. The various rights, powers, and/or remedies of the Venue hereto or herein contained will not be considered as exclusive of, but will rather be considered cumulative to, any rights, powers, and/or remedies now or hereafter existing at law or in equity and/or created by this Agreement.

13. While at Dodger Stadium, all spectators, including, without limitation, Account Holders and Bearers, shall not transmit or aid in transmitting any information, description, account, picture, or reproduction of the Events or any entertainment, attractions, warm-ups, practices, pre-game, post-game, or between-inning activities, promotions, or competitions offered in connection with the Events (collectively, the "Event Information"). The Dodgers and/or Major League Baseball are the exclusive owner of all copyrights and other intellectual and property rights in the Event Information.

14. By using the Ticket, the Bearer acknowledges and agrees that the Venue and the MLB Entities shall have the unrestricted right and license to use and exploit the Bearer's image, voice, and likeness as it appears in any film, photograph, broadcast, telecast, and/or recording made in connection with the Events or at Dodger Stadium or any other venue hosting an Event, in any manner, in all media, worldwide, in perpetuity, including, without limitation, in any advertisements and/or promotional materials for any of the aforementioned entities.

15. In addition, by using the Ticket, the Bearer authorizes and grants the right to the Venue and the MLB Entities to use, reproduce, publish, and/or depict the Bearer's name, voice, and/or likeness, in any manner that the Venue and the MLB Entities deem necessary or appropriate, in all media, worldwide, in perpetuity, in and in connection with promotion, advertisement, publication, exhibition, and/or exploitation of the Venue, the MLB Entities, and/or the Events, including, without limitation, any and all print and digital advertisements, websites, and social media posts of or regarding the Venue, the MLB Entities, and/or the Events. The Bearer acknowledges and agrees that this authorization is intended to satisfy any and all of the consent requirements of California Civil Code sections 3344 and 3344.1, and hereby waives and releases any and all claims that he/she may have or hereafter have against the Venue and/or the MLB Entities under those statutes or any other statutes or common law principles of similar effect.

16. All sales are final. No refunds, returns, or exchanges of any kind are permitted. The Account Holder expressly waives and forever releases any other right to seek any refund of any amount paid under this Agreement, including, without limitation, any right or basis to seek or obtain any chargeback or other reversal of any credit card payment.

17. This Agreement constitutes the entire agreement between the parties and the provisions hereof supersede any and all prior and/or contemporaneous agreements or understandings relating to the same subject matter.