

Tigers E-Z Pay

Auto-Renewal Recurring Payment Terms & Conditions

This Tigers E-Z Pay Agreement (“Agreement”) is entered into between the Detroit Tigers, Inc. (“DTI”) and Member. “Member” shall be defined as the person or legal business entity that is on record in the DTI database as the registered holder of a Membership, as defined below. Member represents that he/she is 18 years of age or older, that Member is authorized to agree to these terms and conditions on behalf of the entity making such purchase (if not an individual), and Member understands that by signing this binding Agreement, or, if Member renews online, by e-signing or clicking “AGREE,” Member agrees to the terms set forth herein and gives authorization to DTI and its designees to charge Member’s credit/debit card (or withdraw from Member’s bank account via Electronic Funds Transfer, if so selected by Member) (“Authorized Payment Method”) for Member’s annual membership dues at the then-published rates (“Membership Dues”) for Member’s DTI membership (“Membership”). Membership provides Member with, among other benefits, tickets, each of which constitutes a revocable license, to attend DTI home games played at Comerica Park (the “Park”) and certain Member events scheduled by DTI from time-to-time. The term of this Membership will commence on the date Member makes full or partial payment (in accordance with an approved payment plan, as applicable) (“Membership Start Date”) and shall continue until Member or DTI terminates this Agreement in accordance with these terms. Each “Membership Year” during the term shall be considered the twelve (12) month period beginning September 15th (except for the first Membership Year which shall begin on Membership Start Date) and ending on the following September 14th. Subsequent charges will be made to Member’s authorized card/account (in accordance with an approved payment plan, as applicable) until Member’s Membership Dues are paid in full. **MEMBER ACKNOWLEDGES AND AGREES THAT MEMBER’S MEMBERSHIP WILL AUTOMATICALLY RENEW** for an additional Membership Year on or about September 15th of each successive year (“Automatic Renewal Date”) and that, for future years during which Membership remains in effect, Member hereby authorizes DTI to charge the Membership Dues to the Authorized Payment Method on the payment dates determined by DTI each Membership Year unless Member provides written notice of cancellation during the Renewal Period (defined below), or DTI provides notice of termination of Member’s Membership. The Automatic Renewal Date shall be preceded by a 30-day period during which Member may opt out of the upcoming Membership Year, the “Renewal Period.”

** This Agreement and Member’s chosen payment plan are subject to the terms of the Truth in Lending Act (TILA). Member is aware and hereby acknowledges that (i) Member is not being assessed a finance charge for participating in the payment plan; (ii) the Membership Dues are not subject to any assessed interest; (iii) Member is not subject to any pre-payment penalty for paying the Membership Dues in advance of the designated payment plan dates; and (iv) Late payments are subject to the Terms. Member hereby further acknowledges that Member has been provided with all necessary information relating to the purchase of the Membership and Member’s participation in any payment plan, and that DTI has Member’s express authorization to process payment of the Membership Dues and the payment plan as outlined above. Should Member have any questions regarding Member’s rights under TILA as it relates to this transaction, Member has been advised that he/she may contact DTI’s Legal Department.*

CANCELLATION

Member may cancel the Membership for any future Membership Year in which Member is eligible for renewal by giving written notice of cancellation to DTI during the Renewal Period (defined above). Notice of cancellation must be e-mailed to optoutagreements@tigers.com from the e-mail associated with Member’s account and must include Member’s account number. Upon DTI’s receipt of Member’s cancellation notice, Member will no longer be responsible for future Membership Year payments but will continue to be responsible for all payments remaining under the current Membership Year, and Member shall not be entitled to any refund for Membership Dues payments made prior to the cancellation other than as expressly set forth below. In addition, if Member cancels the Membership, DTI shall have the unconditional right to sell any then-available unsold Tickets included with the Membership. DTI reserves the right to remove any unpaid tickets from secondary market sites. Any remaining funds on Member’s account, after cancellation by Member, may be either (x) applied toward the purchase of tickets to mutually agreed upon event(s) by DTI or any affiliate, subject to availability, or (y) retained by DTI for its own account, in each case, as determined by DTI. For all Membership Dues payments, the foregoing payment authorization shall remain in effect for so long as Member’s Membership remains in effect. Member hereby warrants that Member has the authority to authorize charges to the listed account for the purpose of paying Member’s annual Membership dues. DTI is not liable in any way for erroneous billing statements or incorrect charges and, should such an error occur in billing, DTI’s only responsibility is to correct it when and if DTI receives written notice of the error. There will be no refunds of any kind for these charges. DTI reserves the right, upon written notification, to revoke Membership at any time without cause, in which case Member’s exclusive remedy shall be a refund of any Membership Dues paid for which no corresponding Membership benefits have been provided, which determination shall be made by DTI in its sole discretion. For the avoidance of doubt, funds shall be deemed refunded once remitted via mail to Member’s last known address on file with DTI. Member will not be entitled to any refund in any circumstance if DTI revokes the Membership for cause, which shall include, without limitation: (i) failure to make timely payment of Membership Dues or any other breach of this Agreement, (ii) violation of DTI, Major League Baseball (“MLB”), or Park policies, as amended from time-to-time, including, without limitation, unruly or inappropriate behavior by Member or any person that utilizes Member’s tickets, as determined by DTI; or (iii) any violation of DTI Member Terms and Conditions. Member understands that DTI reserves the right to unilaterally modify Member’s payment plan option upon written notice (to include electronic communications), DTI makes no guarantee as to the number of games to be played at the Park each year, and that a reduction in the number of games played at the Park in a given year shall not entitle Member to a refund or reduction in the amount of my Membership Dues. DTI reserves the right to restrict entry to DTI games or DTI Member events and/or revoke membership privileges if scheduled payments are not timely paid and/or

if any authorized charge is refused or revoked by Member's credit card company or banking institution for any reason. Member agrees that if any credit card/debit or checking account number(s) listed on this form changes, Member will promptly notify DTI and this authorization will remain in effect for the new account number(s), and that failure to do so may constitute a default which could lead to the revocation or cancellation of Member's account for cause. Under all payment plans, all payments are due on the dates specified regardless of game cancellations or rescheduling – refunds or exchanges in such events, if any, shall be determined by DTI in their sole discretion. Failure to continue scheduled payments, whether in the event of cancelled or rescheduled games or otherwise, may subject the Membership to cancellation and the forfeiture of any amounts previously paid, without limiting DTI's other rights and remedies. DTI reserves the right to charge a processing fee in the event a charge is refused for any reason.

OTHER TERMS & CONDITIONS

Rights Reserved. DTI reserves the right in their sole discretion to amend, update or modify policies and procedures relative to the DTI Membership program upon notice to the Member/account holder of record.

Account Ownership. Membership accounts and/or account numbers are not transferable from one person or entity to another. The owner name under which a Membership has been purchased may not be changed, with certain limited exceptions. Member can contact the Client Services team for more details.

Membership is a Revocable License. Memberships include tickets, which like all tickets sold for DTI events, are owned by DTI. Membership (and each included ticket) is a revocable license issued by DTI to the individual or corporate entity name that appears on the account of record. Breach of any of the terms of this Agreement or the DTI Membership Terms and Conditions shall entitle DTI to all available legal remedies.

All Sales are Final. No Refunds or Exchanges. Payments must be timely made on or before the agreed upon payment plan dates. Delivery of tickets shall be made prior to each applicable game, and only upon receipt of full payment of annual Membership dues or for accounts that are current on all payments. If Member is on a payment plan and Member fails to make any timely required payments, DTI reserves the right to either (a) withhold Member's tickets for upcoming events until payment is made and the account is in good standing or (b) terminate my Membership in accordance with the terms and conditions of this Agreement.

Playoff Games. Playoff game tickets are at an additional cost above and beyond Member's annual Membership dues. Members shall have the opportunity to purchase the seats associated with their Membership for DTI home playoff games. Except as expressly set forth herein, terms and conditions governing Members' rights to purchase of playoff tickets shall be determined by DTI in their sole discretion prior to the end of the regular season and may be amended from time-to-time.

Restrictions: Member agrees not to transmit, distribute, or sell (or aid in transmitting, distributing or selling), in any media any description, account, picture, video, audio or other form of reproduction of any DTI game or any surrounding activities for which Member ticket is issued. Member's ticket(s) may not be used for any form of commercial or trade purposes, including, but not limited to, the sale of all or substantially all of Member's season tickets for non-personal, business use, and any advertising, promotions, contests or sweepstakes, without the express written consent of DTI.

Use of Image. Member (and the user(s) of Member's tickets for any particular game or event) grant permission to DTI and the MLB (and its designees and agents) to utilize Member'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 game in any medium or context for any purpose, including commercial or promotional purposes, without further authorization or compensation.

Acceptance of Terms/Conditions & Privacy Policy: Upon remitting any full or partial payment toward Member's annual DTI Membership dues, or by accepting delivery of Member's tickets or DTI Member benefits, Member acknowledges responsibility for payment in accordance with the terms and conditions of this Agreement. Member understands that DTI may unilaterally modify the terms and conditions applicable to the Membership upon notice, which notice may be in the form of an email to the address associated with Member's account. Member's personal information may be used by DTI and their designees in accordance with the MLB privacy policy at <https://www.mlb.com/official-information/privacy-policy> which is hereby incorporated by reference. Moreover, Member hereby expressly consents to be contacted by DTI, its agents, representatives, affiliates, or anyone calling on DTI's behalf for any and all purposes arising out of or relating to Member's account, at any telephone number, or physical or electronic address Member provides or at which Member may be reached.