

**PORTLAND TRAIL BLAZERS TICKET PURCHASE
TERMS AND CONDITIONS**



The following terms and conditions (this “Agreement”) apply to any purchase and/or use of a Portland Trail Blazers (“Blazers”) National Basketball Association (“NBA”) pre-season, regular season, and post-season single ticket, or full or partial season ticket (“Season Ticket”), any ticket package, or any Blazers related event ticket (each referred to herein as a “Ticket”) which is sold through any Blazers authorized ticket provider. Before making any Ticket purchase, including under the Season Ticket program, carefully review this Agreement, our Privacy Policy at www.nba.com/privacy-policy, and the terms for use of any Ticket provided at www.nba.com/blazers/ticketback-terms. A purchase by you or use of any Blazers Ticket, including but not limited to any Season Ticket, will be deemed as your acknowledgment and confirmation that you have read, understand and agree to be bound by the Privacy Policy, ticket back terms, and all terms and conditions set forth in this Agreement.

1. TICKET PURCHASES. ALL BLAZERS TICKET SALES ARE

FINAL. No refund will be given on the purchase of any Blazers Ticket, except as specifically provided for in this Agreement. At this time, only persons residing in the State of Oregon or Western Washington are allowed to purchase a season ticket, a ticket package, or group tickets; however, any person who purchases such ticket(s) online with an invalid address may have the associated ticket account canceled and, if applicable, provided a pro rata refund, as solely determined by the Blazers. Any person using a PO Box or unverifiable residential address may be asked to provide proof of residency for any Season Ticket, group Tickets or Ticket package purchased during the season; provided, however, that if any such Ticket purchases are being made by a business or other entity, then pre-approval from the Blazers may be required.

2. Game/Event Cancellation. The sole and exclusive remedy (if any) if admission is refused or revoked, or the game/event is canceled and not replayed, including if such cancellation is due to an event of force majeure, is either (i) a refund to the method used for purchase, or (ii) a credit for a future Ticket purchase (credit must be used within one (1) year of issuance) of the Ticket’s face value set by the Blazers, excluding any processing or other fees (the “Face Value”). In no event shall the Blazers, NBA, Rip City Management LLC, or any Rose Quarter facility or arena (collectively, the “Arena Entities”) be liable for any special, consequential, incidental, indirect or exemplary damages of any kind, or any damages beyond the Face Value of the Ticket, including, without limitation, any amount paid in excess of Face Value for the Ticket.

3. Revocable Rights. All rights granted to you under this Agreement are in the nature of a revocable license. By purchasing any Ticket, you acknowledge and agree that the Blazers, as licensor, reserves the right to reassign seats or cancel your Tickets at any time prior to or during the season for any reason, including, but not limited to (i) violation of any of the terms and conditions contained herein, (ii) violation of any provision of the Fan Code of Conduct, or (iii) if deemed advisable in the Blazers’ reasonable discretion. Tickets may not be used without the Blazers’ express prior written consent (i) for advertising in any media (including commercial advertising), (ii) in any promotion, contest or sweepstake, or (iii) for any other trade purpose. Cancellation of any Ticket or Ticket account, regardless of the reason, will not relieve the purchaser/account owner of any monies owed to the Blazers relating to such account.

4. Ticket Use and Holder Conduct. Use of any Ticket by you or anyone you provide a ticket to (collectively, “Holder”) and admission to any Blazers arena will be subject to all then-current rules, policies, health and safety requirements (including those of state and local authorities), including those policies and requirements described in the terms for use of any Ticket (located at www.nba.com/blazers/ticketback-terms or on the Rose Quarter website at www.rosequarter.com), and any Code of Conduct established by an Arena Entity, any of which may be updated from

time to time as necessary or required, in the sole determination of any Arena Entity, the State of Oregon, and/or any governmental authority (collectively, the “Ticket Rules”). Before purchasing any Ticket you should check the then-current Ticket Rules. Holder acknowledges and agrees to comply with all Ticket Rules, including those that must be satisfied prior to entry and/or during any game/event. Upon any violation of a Ticket Rule, any Arena Entity will have the right to revoke the Ticket and eject the Holder, without refund or credit, and in addition, such violation may result in suspension or cancellation of the related account. In addition, a ticket account owner understands, acknowledges and agrees that such owner will be held solely responsible for the conduct of a Holder using a Ticket purchased through such owner’s account.

5. Resale and Transfer of Tickets.

(a) To ensure that all game/event attendees agree to and comply with all Ticket Rules and Arena Entities’ policies, no Season Ticket may be (i) resold or offered for resale or (ii) transferred or distributed to any other persons on any platform other than the Ticketmaster website or through your Trail Blazers Account Manager, without the Blazers prior approval. Ticket sales and/or transfers made on any other website or program may be subject to cancellation, as determined in the Blazers reasonable discretion.

(b) Ticket Holders who sell or transfer one or more Tickets for a single game/event through authorized methods, as provided by the Blazers, should use safe sell/transfer best practices, including but not limited to (i) sell/transfer to persons you know and trust, or (ii) sell/transfer to individuals who understand the then-current Ticket Rules and requirements for use of any such Ticket. All Ticket Holders, regardless of method of purchase, will be required to adhere to the provisions in this Agreement and any and all Ticket Rules (as defined above) prior to admittance to any game/event. The sale or transfer of a Ticket to any person which is found to be in violation of any provision contained herein may be canceled without a credit or refund to the Holder.

(c) The Blazers reserve the right, in its sole discretion, to prohibit or cancel the purchase of any Ticket if it believes such Ticket will be or has been purchased solely for the purpose of resale, including but not limited to any Ticket purchased under the Blazers Season Ticket program. Any such resale or attempted resale of a Ticket will be considered as an unauthorized resale and will be considered a material breach of this Agreement (“Unauthorized Resale”). Upon occurrence of an Unauthorized Resale, the Blazers will execute all rights allowed by law to (i) cancel the entire Ticket purchase and the associated account; (ii) revoke any unused Ticket(s) on the account, and (iii) charge the account and collect a restocking fee in the amount of ten percent (10%) of the total purchase price of the Tickets (the “Restocking Fee”). At the time of such Unauthorized Resale and termination of the account, after deduction of the applicable Restocking Fee if there is a credit remaining on the respective account the Blazers shall have the right to provide the remaining balance as a refund/credit to the

applicable debit/credit card or bank account which was used to make the original Ticket purchase; *provided, however*, that if after deduction of the applicable Restocking Fee there are monies owed to the Blazers, for any reason including but not limited to application of the Restocking Fee, then the Blazers shall have the right to demand immediate payment of all monies owed and all rights to collection under the law, which may include but is not limited to, charging the applicable debit/credit card or bank account which was used to make the original Ticket purchase.

6. Paperless Ticketing. All Tickets provided will be issued as paperless ticketing. You hereby agree that you will safeguard the paperless Ticket and that you are solely responsible for all use of the Ticket. If for any reason you require an alternate ticketing option, you will be required to make appropriate prior arrangements and, if necessary, you agree to pay any established printing or exchange fees. You acknowledge and agree that you will ensure that you, and anyone you grant access to your account or transfer a Ticket to, will be in possession of a valid Ticket in order to enter the arena for any event, and if you or any such other person does not have a valid Ticket, then access to the arena will be denied. Restrictions for use of All Access Club Ticket credits shall apply to any transferee of a Ticket, regardless of Ticket form.

7. Ticket Account Payments. Failure to make timely installment payments on your Season Ticket account as provided under an approved payment plan, or complete payment of any Ticket purchased through your account ("Payment"), may result in (i) revocation of the established payment plan, (ii) demand for the entire remaining balance due to be paid in full, and/or (iii) restriction or cancellation of your Ticket and/or Season Ticket account, as determined in the Blazers' reasonable discretion. A \$25.00 service fee will be charged for any returned check or declined credit card transaction, which fee will be in addition to any fees which your bank or credit card institution may charge. Only with the Blazers' prior approval will third-party Installment Payments be accepted on an account; *provided, however*, it is understood that such third-party Payment will not provide account use privileges, Ticket access, or future credit rights to such third party, and if a third-party Payment transaction is rejected, returned or charged back for any reason, the Blazers will have the right to cancel such Payment, and upon notice you will be solely responsible to immediately bring the account current.

8. Account Ownership. Please note that you may be required to pay a non-refundable fee in the amount of \$100 to reserve a season ticket account or to be placed on a waiting list ("Reserve Account Fee"). After your account is opened, the Reserve Account Fee will be applied to your first Payment; *however*, if you determine to cancel your reservation prior to opening an account the Reserve Account Fee will be considered as a restocking fee and forfeited in its entirety, unless otherwise solely determined by the Blazers. After a Ticket account is opened it becomes non-transferable, unless otherwise approved in writing by the Blazers. Only the first name listed on any Ticket account will be recognized as the account owner (except with regard to explicitly-identified business accounts for which the Blazers may approve a limited number of additional persons to be authorized use by the owner).

9. Collection of Game Data. All game attendees are reminded that the unauthorized collection or distribution of game data, including statistics or play-by-play information, for any commercial purpose is strictly prohibited. Violators are subject to ejection, in addition to all penalties and remedies provided by law.

10. Assumption of Risk/Waiver of Liability. By using any Ticket, which includes acknowledgement and acceptance of all Ticket Rules, you voluntarily assume all risk and danger of personal injury or illness (including death), and all hazards arising from, or related in any way to, such use, whether occurring prior to, during, or after the game/event, howsoever caused and whether by negligence or otherwise, and you hereby agree to indemnify and hold harmless each Arena Entity from any claim on account of any injury, illness or damage that you may suffer.

11. Post-season Tickets and Future Seasons. Post-season Ticket purchase opportunities and Ticket renewal privileges are extended at the discretion of the Blazers. Purchase or renewal of any Ticket does not guarantee rights to future purchase opportunities, nor does it include rights with regard to a specific seat location for post-season or any future season.

12. Choice of Law. This Agreement will be governed by the laws of the State of Oregon, without regard to choice of law principles, and that the venue for any dispute relating to this Agreement will be in a duly authorized court located within Multnomah County, Oregon.

13. Arbitration. Should any current or future dispute, claim or cause of action related to a Ticket or game/event arise between Holder and any Arena Entity, Holder shall send a written notice describing the issue (a "Dispute Notice") to Trail Blazers Inc., One North Center Court, Suite 200, Portland, Oregon 97227, Attention: General Counsel. Holder and the Arena Entities agree to make a good-faith effort to resolve the dispute for a period of at least sixty (60) days following receipt of any Dispute Notice (the "Negotiation Period"). If the parties cannot resolve the dispute within the Negotiation Period, the dispute shall be resolved by mandatory, confidential, final, and binding arbitration held before a neutral, single arbitrator in Portland, Oregon conducted by the Judicial Arbitration Mediation Services, Inc. ("JAMS") in accordance with the JAMS Comprehensive Arbitration Rules and Procedures effective July 1, 2021, subject to the U.S. Federal Arbitration Act and federal arbitration law (which is applicable because the Blazers and NBA are engaged in transactions involving interstate commerce with respect to the game/event). The costs of such arbitration shall be split evenly among the parties except upon an arbitrator's finding that such split renders the arbitration cost-prohibitive to Holder. Any and all issues relating or pertaining to arbitration or this arbitration clause, including but not limited to the threshold question of arbitrability or the enforceability or validity of this arbitration clause shall be delegated to the arbitrator selected pursuant to this provision. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Holder and each Arena Entity agree that all disputes will be arbitrated on an individual basis and waive any right to litigate in court or arbitrate any claim as a class action, representative action, or class arbitration.

14. Severability. You agree that the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

This Agreement and the terms and conditions contained herein supersede any and all other prior and contemporaneous agreements, whether oral or written, pertaining to the specific subject matter contained here and are effective as of and will apply to any Ticket purchase on or after the date last updated below.