

## Terms and Conditions

Trail Blazers Inc. ("Portland Trail Blazers") operate the Portland Trail Blazers Ticket Marketplace (hereinafter referred to as the "Service", which includes the Portland Trail Blazers Ticket Marketplace and all its features and functionality, including without limitation the ability to purchase and sell tickets). Your use of this Service signifies your agreement with the following terms and conditions ("Terms"), as well as your agreement with the terms of the Terms of Use and Privacy Policy located on [www.trailblazers.com](http://www.trailblazers.com) (hereinafter collectively the "Website Terms"), and your agreement to comply with all applicable laws and regulations, including without limitation, the Portland Trail Blazers rules and regulations applicable to season ticket holders. These Terms apply exclusively to your access to, and use of, the Service and do not alter in any way the Website Terms or the terms and conditions of any other agreement you may have with the Portland Trail Blazers or Patron Solutions, L.P. d/b/a New Era Ticketing ("New Era") for products, services or otherwise.

There shall be no oral or implied agreement between you and the Portland Trail Blazers that shall be binding or enforceable, and all parties agree not to claim that there is. These Terms shall constitute a valid, binding and enforceable legal agreement among you and the Portland Trail Blazers and the Portland Trail Blazers reserve the right to change these Terms at any time, by posting a link to, or posting, the new Terms where the Service is provided. Such change shall be effective with respect to you commencing the first time that you visit this web site or otherwise use the Service after such changed Terms have been posted. Please review the Terms periodically to see whether they have changed.

If you violate these Terms: you may be prohibited from using the Service or barred from future use of the Service; your transactions, distributions, deliveries, ticket transfers, ticket postings, ticket sales, tickets, ticket orders, season tickets or group tickets may be cancelled; set-offs and debits may be taken against your accounts and credits and payments that would otherwise be owed to you; and appropriate legal actions may be taken against you. If the Portland Trail Blazers and/or New Era reasonably believe that you have violated any applicable law or caused any monetary loss to any other user of the Service because of your improper use of the Service, the Portland Trail Blazers and/or New Era have the right, but not the obligation, exercised in each of their sole discretions, to (1) report your conduct to any appropriate governmental agency and to any aggrieved party; and (2) notwithstanding anything to the contrary in the Website Terms, provide any and all information that the Portland Trail Blazers and/or New Era have about you to such governmental agency and/or aggrieved party without any subpoena or governmental or court order to do so. Please note that while using the Service you may see links that, when clicked on, will take you to Internet sites operated by the Portland Trail Blazers or others that are not part of the Service. Please review the terms of use appearing with those sites and service, as those terms will govern those sites and service instead of these Terms.

### **User Account, Identification, Password and Security**

If you register online as a buyer, you will receive a username and password as part of the registration process. If you are a Season Ticket Holder, you should have received a separate mailing that identifies how you should access the Service. You are responsible for maintaining the confidentiality of your username and password and are fully responsible for all activities that occur under your password or account. You agree to: (a) immediately notify the Service by e-mail at [ticketservices@trailblazers.com](mailto:ticketservices@trailblazers.com) of any unauthorized use of your password or account or any other breach of security, and (b) ensure you exit from your account at the end of each session. The information you provide in connection with the Service shall be governed by the Website Terms' Privacy Policy.

### **Posting Tickets for Sale and Ticket Selling**

Sellers are limited to Portland Trail Blazers Season Ticket Holders (each Season Ticket Holder who

places a ticket(s) (each, a "Ticket" and collectively, the "Tickets") for sale on the Service is a "Seller" and are collectively "Sellers"). Anyone may purchase Tickets on the Service (each a "Buyer" and collectively "Buyers"). Sellers may choose to sell their Tickets at a predetermined price or auction style. Tickets purchased at a price predetermined by the Seller will be processed immediately ("buy" or "fixed price sales"). Tickets purchased auction style will be processed at the close of the auction based on the winning bid ("bid" or "auction sales"). Placing Tickets for sale on the Service is a contract by the Seller to sell those Tickets should a Buyer place a valid bid or make payment using the "buy" options. Sellers may post Tickets for sale on the Service at any time up to 6 hours before the scheduled game time. Tickets may not be sold for a price less than the Day of Game price of the Ticket. Day of Game price is defined as the full price someone would pay for the Ticket at the Portland Trail Blazers Box Office on the actual date of the event. A Seller may remove an unpurchased Ticket from the Service at any time; however, once a Buyer has commenced the order process, the Seller will be unable to modify or cancel the Ticket posting or to stop that Ticket's sale. All sales are final.

When using the Service to sell a Ticket, the Season Ticket Holder will be the Ticket Seller, not the Portland Trail Blazers or any other third party, including without limitation, the National Basketball Association ("NBA") or New Era. The Portland Trail Blazers is only providing the Service that will facilitate a Seller's sale. Neither the Portland Trail Blazers nor any third party other than the Buyer will ever take title to the Ticket in connection with the Service; rather, title will pass directly from the Seller to the Buyer following a successful sale. As used herein, the term "NBA" includes, without limitation, its affiliates and its member teams and the term "New Era" includes, without limitation, its agents, representatives, subcontractors and licensees who assist New Era in fulfilling its obligations under its agreement with the Portland Trail Blazers.

### **Seller Description Rules**

Sellers have the ability to describe their ticket posting during the ticket posting process. Sellers are limited to entering up to 200 characters to describe their ticket offering. At no time will Sellers be allowed to enter seller descriptions that contain (a) Personal contact information such as e-mail address, phone numbers or arrangements for sales outside of the Service, (b) any content that is threatening, abusive, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent; (c) constitutes or encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law; (d) violates, plagiarizes or infringes the rights of third parties including, without limitation, copyright, trademark, patent, rights of privacy or publicity or any other proprietary right, (e) inaccurate descriptions of postings, including misleading information regarding seat location, amenities or single game gate price, or (f) links to outside websites, or other solicitations (collectively, the "Seller Description Rules"). Sellers that are found to be in violation of the Seller Description Rules will have their Service access revoked. The Portland Trail Blazers and New Era act simply as a passive conduit in connection with seller descriptions. The Portland Trail Blazers and New Era have the right, but not the obligation, to review, edit or delete any seller description that they believe may create a liability for them, and also to deny access to the Service for any reason or no reason. Display of any seller description does not constitute its approval or endorsement by the Portland Trail Blazers or New Era.

### **Sale of Tickets**

Portland Trail Blazers Season Ticket Holders are permitted to sell season tickets through this Service only. Tickets purchased outside of a Season Ticket Holder's regular-season seat plan may not be sold using this Service, including, without limitation, additional Home Opener seats, Season Saver Game tickets and tickets exchanged under the Ticket Exchange may not be sold using the Service.

### **Invalidating Tickets**

By posting a Ticket using the Service, Seller authorizes the Portland Trail Blazers, upon purchase of the Ticket by another person through the Service, to cancel and invalidate the Seller's right to use or convey the Ticket.

Each Seller agrees that they will not sell, convey, give away, forward, otherwise distribute, try to use or take any action that directly or indirectly allows to be cancelled or invalidated: (a) any Ticket before or during any time that it is posted for sale on the Service, (b) any sold or otherwise cancelled or invalidated Tickets, or (c) any Ticket that has already been sold, conveyed or otherwise distributed to another. Any such attempts may result in all of the Seller's privileges to the Service being revoked.

### **Sale Cutoff Times**

All sales must end no later than 6 hours before the scheduled game time for which the Ticket is being auctioned or sold, as applicable. When posting Tickets for sale, Sellers must have their Ticket sale end no later than 6 hours before the schedule game time, however Sellers can have their sale end anytime before that time.

### **Notification Dates for Unsold Tickets**

In the event Tickets put up for sale do not sell by 6 hours before the game time or by any earlier deadline chosen by the Seller, an email will be sent to the Seller's registered email address notifying the Seller that Seller's Tickets did not sell.

Any email notification is for Seller's convenience, however, and the Portland Trail Blazers, the NBA and New Era accept no liability should the reminder email fail to reach the Seller for any reason. It is the responsibility of the Seller to track any Tickets for sale or auction that are pending. If your Tickets do not sell, Seller must use other channels to use or trade Seller's unsold Tickets.

### **Refunds or Applying Money to Season Ticket Holder Accounts after Tickets Have Sold**

Upon the sale of Tickets, the Ticket sale price as agreed to by Seller and Buyer will be credited to the Seller's season ticket account once the payment has been received subject to any charge backs. In the sole and absolute discretion of the Portland Trail Blazers, these proceeds received from the sale of Tickets can be: (i) refunded to Seller in the form of a check after our Marketplace refund day, (which date will be after the Portland Trail Blazers season ticket renewal deadline), or (ii) credited to the Season Ticket Holder's account and applied toward your season ticket renewal for the following Portland Trail Blazers NBA season or for home playoff tickets for the current season when applicable; any credit not used by the season ticket renewal deadline will be refunded by a check sent to the address you have on file with the Portland Trail Blazers. Notwithstanding the above, if the Seller is on a payment plan with the Portland Trail Blazers for the purchase of Seller's season tickets or otherwise owes the Portland Trail Blazers any money (whether such obligation is in default or not), the Portland Trail Blazers have the right (but not the obligation) to retain proceeds from the sale of Seller's Tickets to the extent that Seller owes the Portland Trail Blazers for season tickets or otherwise until the Seller has fully paid for the season tickets or paid its obligations with the Portland Trail Blazers in full. If, at the end of the season, Seller still owes the Portland Trail Blazers any money for season tickets or otherwise, Seller understands and agrees that the Portland Trail Blazers may retain Seller's Ticket sales proceeds to the extent Seller still owes the Portland Trail Blazers any money in satisfaction of Seller's obligations to pay. To the extent Seller's Ticket Sale proceeds are insufficient to satisfy Seller's obligations to pay the Portland Trail Blazers, the Portland Trail Blazers reserve all rights to pursue available legal remedies against Seller to recoup the remaining money owed.

### **Buying Tickets on the Service**

When a Buyer places a bid or buys a Ticket on the Service, the Buyer is also entering into a

purchase agreement with Seller and that contract includes these Terms. By placing a bid or making a purchase, the Buyer is entering into a contract with Seller to purchase the Tickets at the agreed upon price plus a fifteen (15%) service fee and a delivery fee in the amount of \$1.50 with the credit card information they have supplied. Buyers agree that the service fee and delivery fee are fair and reasonable compensation for the costs incurred in facilitating Ticket sales transactions through the Service.

Once the Buyer's bid has won or Buyer's buy has been accepted, to receive the tickets, the Buyer must pick up the Tickets at the Portland Trail Blazers box office.

Buyers understand and agree to be bound by the terms of the language on the back of the Ticket and the NBA's Fan Code of Conduct located at [http://www.nba.com/blazers/news/NBA\\_Fan\\_Code\\_of\\_Conduct-132771-41.html](http://www.nba.com/blazers/news/NBA_Fan_Code_of_Conduct-132771-41.html)

### **Reselling Tickets**

Reselling Tickets purchased on the Service is strictly prohibited. In other words, a Buyer may not resell a Ticket purchased on the Service through the Service again and may not resell a Ticket purchased on the Service through any other ticket service. Further, a Seller may only sell a Ticket once and may not sell any additional Tickets that they may purchase using the Service.

### **Refunds and Exchanges / Game Cancellations or Postponements**

Before purchasing Tickets, carefully review the event date and seat selection. All Ticket sales are final. No exchanges or refunds will be given after a Ticket has been purchased or for lost, stolen, damaged, destroyed or forgotten Tickets.

In the event of a game postponement or rescheduling, the Ticket will be honored at the rescheduled game and the Buyer will have no other remedy.

In the event that a game is canceled, the agreed Ticket sale price, plus service and delivery fees will be refunded to the Buyer within four to six weeks after the cancellation. The credit that was applied to the Seller's season ticket account at the time of sale will be reversed and the Ticket will again be the property of the Seller, subject to the Portland Trail Blazers' regular rules for tickets.

### **Rights of Refusal and Revocation of Privileges**

The Portland Trail Blazers reserve the right to refuse privileges and access to the Service to anyone. Further, once the sale of a Seller's Tickets has been completed, the Tickets' barcodes will be invalid and it is the Seller's responsibility to destroy the Tickets for the sold event. Any ticket holder attempting to use the sold and/or cancelled tickets for admittance to the game after the tickets have been deactivated, will not be granted access and any such use or attempted use may result in all of the Seller's privileges to the Service being revoked.

### **User Obligations**

In exchange for your use of the Service, you agree: (a) to provide the Service with current, complete and accurate information about yourself ("Registration Data"), (b) to maintain and update your Registration Data as necessary to ensure that it remains current, complete and accurate; (c) not to use the Service for any illegal purpose and not to use any fraudulent or illegal method to sell or buy Tickets through the Service; (d) not to impersonate any person or entity, including without limitation, a season ticket holder; (e) not to interfere with or disrupt networks connected to the Service or violate the regulations, policies or procedures of such networks; (f) not to attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through password mining or any other means; (g) not to engage in any other conduct which, in the Portland Trail Blazers' or New Era's sole discretion, is considered

unauthorized or objectionable; and (h) not to use the Service in connection with any commercial endeavor other than the buying or selling of Tickets in a manner consistent with these Terms.

### **Service Modifications**

The Portland Trail Blazers and New Era reserve the right, in each of their sole discretion, to modify, suspend or discontinue any part of the Service at any time, with or without notice to you. The Portland Trail Blazers and New Era also reserve the right, in each of their sole discretion, to impose limits on certain features of the Service and to restrict access to any part or to all of the Services without notice to you. Neither the Portland Trail Blazers, the NBA nor New Era shall be liable to you or any third party for any claim or cause of action arising out of the Portland Trail Blazers' or New Era's exercise of the foregoing rights.

### **Disclaimer: Limitation of Liability**

Neither the Portland Trail Blazers, the NBA and its Member Teams nor New Era and each of their respective affiliates, subsidiaries, parents, officers, directors, employees, agents, representatives, licensees, subcontractors, successors and assigns (collectively, the "Released Parties") make any guarantee that any Tickets posted by a Seller will be purchased through the Service, that any Tickets transferred or distributed by a Seller will be accepted by the intended recipient or that a User will not engage in any improper, illegal or fraudulent conduct in connection with the User's use of the Service. Each User understands and agrees that he or she uses the Service at his or her own risk, including, without limitation, the risk that the Buyer uses an invalid or stolen credit card to purchase the Tickets. THE RELEASED PARTIES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ANY USER'S ACCESS TO, USE OF OR INABILITY TO USE THE SERVICE, ANY INFORMATION PROVIDED ON THE SERVICE OR ANY TRANSACTIONS ENTERED INTO THROUGH THE SERVICE (EVEN IF THE RELEASED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). FURTHER, IN NO EVENT SHALL THE RELEASED PARTIES' AGGREGATE RESPECTIVE LIABILITY TO A USER UNDER THESE TERMS EXCEED THE TOTAL AMOUNTS PAID BY YOU UNDER THESE TERMS. WITHOUT LIMITING THE FOREGOING, THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. "User" refers to each individual using the Service. No information, whether oral or written, obtained by you from the Service, the Released Parties or any of their agents, employees or licensees shall create any warranty not expressly made in these Terms. Neither any Released Party nor any other party involved in creating, producing, maintaining or delivering the Service shall be liable for any damages to, or viruses that may infect, a User's computer equipment or other property on account of your access to or use of the Service or a User's downloading of any material or information from, or referred to by, the Service.

### **Indemnification**

You agree to indemnify and hold the Released Parties harmless from and against any claim or demand, including reasonable attorneys' fees, arising out of your use of the Service, your violation of these Terms or your infringement (or the infringement by another user who accesses the Service using your computer equipment or your password information) of any intellectual property or other right of any person or entity.

### **Choice of Law and Dispute Resolution**

These Terms, and use of the Service, shall be governed by and construed in accordance with the laws of the State of Oregon. All disputes, controversies, or claims arising out of or relating to these Terms shall be settled by expedited mandatory arbitration under the auspices of the Arbitration Service of Portland, Inc. The arbitration shall be conducted as described below; however, to the extent ORS 36.600 to 36.740 ("Oregon Arbitration Act") requires otherwise, the arbitration will be conducted as required by the Oregon Arbitration Act. The arbitration shall be

conducted in accordance with the rules of the Arbitration Service of Portland, Inc. as are in effect at the time of the date of these Terms. Any judgment against either party may be entered upon it in any court having jurisdiction. Notice of the demand for arbitration shall be filed in writing with the other party and with the Arbitration Service of Portland, Inc. Each party shall be entitled to discovery, as provided for in the Oregon Arbitration Act. The arbitration shall take place in Portland, Oregon. The prevailing party, as determined by the arbitrator, shall be entitled to an award of reasonable attorney fees. The arbitration proceedings shall be conducted by a single arbitrator, in privacy, and except to the extent necessary to enforce any award, the proceedings and their results shall be confidential. By participating in the Service, you agree that any and all disputes, claims, and causes of action arising out of or in connection with the Service shall be resolved individually without resort to any form of class action.

### **Questions**

For questions regarding the Service, please refer to the Help section of the Portland Trail Blazers Ticket Marketplace on the website, contact us by email at [ticketservices@trailblazers.com](mailto:ticketservices@trailblazers.com) or call (503) 231-8000 during normal business hours.