

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



The following terms and conditions (collectively, 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 ticket, including full or partial season tickets, any ticket package, any single game ticket, or any Blazers game related event ticket (each referred to herein as a “Ticket”). Before making any Ticket purchase, carefully review this Agreement, our Privacy Policy at [www.nba.com/privacy-policy](http://www.nba.com/privacy-policy), and all health safety information provided at [www.nba.com/blazers](http://www.nba.com/blazers). A purchase by you or use of any Blazers Ticket will be deemed as acknowledgment and agreement that you/Holder have read and agree to be bound by the provisions of 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 Southwest 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 cancelled 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, package or group ticket purchase. Approval from the Blazers may be required for the purchase of season, package or group tickets by a legal entity and/or corporation.

**2. Game/Event Cancellation.** The sole and exclusive remedy (if any) if admission is refused or revoked, or the game/event is cancelled and not replayed, is a refund of up to the Ticket’s face value set by the Blazers (the “Face Value”). In no event shall the Blazers, NBA, 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. Notwithstanding the foregoing, if a game is cancelled and not rescheduled or is rescheduled to be played under conditions that prohibit the general public from attending, including if such cancellation or prohibition is due to an event of force majeure, then the Ticket purchaser will have the option of either (i) receiving a refund for the amount paid to the Blazers for the Ticket, or (ii) Holder may apply the amount paid toward a future ticket purchase directly from the Blazers, as determined by the purchaser.

**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 the account.

**4. Health and Safety Requirements.** Due to the uncertainty related to the current COVID-19 situation and/or any similar health situations, any Ticket and the Holder’s admission to the arena are subject to all safety and health requirements and policies put in place by each of the Arena Entities, including requirements relating to face masks and enhanced health screenings (which may include a requirement that Holder, and any person in Holder’s party, be tested for COVID-19 prior to or during the game/event) and those policies and requirements described the terms printed on the back of each Ticket, including but not limited to the Supplemental Terms

([www.trailblazers.com/terms](http://www.trailblazers.com/terms)), which include additional health and safety requirements and other terms (collectively, the “Ticket Rules”). Any of the Ticket Rules may be updated from time to time (in the sole determination of the state and local authorities or any Arena Entity) and which may be communicated to Holder prior to or during the game/event (whether orally or in writing) by, for example, instruction provided by the Blazers, arena personnel, or signage in or around the arena. Holder acknowledges and agrees to comply with the Safety Requirements (including all requirements that must be satisfied prior to or during the game/event), and attendance of the game/event is conditioned on such compliance.

**5. Ticket Group Limitations; Authorized Resell & Transfer.**

(a) Currently, all Ticket Holders, regardless of testing status or seat location, must be seated in a physically distant manner from one other (i.e., six feet distance between); provided, however, that Ticket Holders who reside in the same household, have traveled together to the arena, or who have been quarantining together in a group/party of no more than six total persons (a “Ticket Group”), may be seated together; however, each Ticket Group must be seated at least six feet from any other Ticket Group. Upon any violation of the foregoing, the Blazers reserve the right to revoke the Ticket(s) and eject the Holder(s), including those in a Ticket Group, without providing a credit or refund to any Holder, and in addition, such violation may result in cancellation of the related account(s), as determined by the Blazers in their sole 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, are encouraged to use safe sell/transfer best practices, including but not limited to (i) sell/transfer to persons you know and trust, or (ii) sell/transfer as a Ticket Group to ensure safety and social distancing. All Ticket Holders, regardless of method of purchase, will be required to adhere to the provisions in this Agreement and Safety Requirements (as defined above) prior to admittance to any game/event.

**6. Unauthorized Sale/Resale of Tickets.**

(a) To ensure that all game/event patrons agree to, and comply with, all Safety Requirements and each of the Arena Entity’s rules, a Ticket may not be resold or offered for resale on any platform other than a platform expressly authorized by the Arena Entities. Without limiting the foregoing, any transfer of a Ticket to any person who fails to satisfy any Safety Requirement (including pre-game/event requirements established by the Blazers or the arena) may be voided by the Blazers and the Ticket cancelled without providing a credit or refund to Holder.

(b) 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. Any such resale or attempted resale of a Ticket will be considered as an unauthorized resale and will be considered as 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 TBI, 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.

**7. Paperless Ticketing.** All Tickets provided during the 2020-21 NBA season 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 to whom you grant access to or transfer your Tickets to will be in possession of a valid Ticket to enter the arena, and that if such 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 the form of such ticket.

**8. Ticket Account Payments.** Failure to make timely installment payments on your account as provided under an approved payment plan ("Payment") may result in (i) revocation of the Payment plan, (ii) demand for the entire account balance due to be paid in full, and/or (iii) ticket restriction or cancellation of your account, as determined in the Blazers' sole discretion. A \$25.00 service fee will be charged for any returned check or declined credit card Payment, 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 Payments be accepted on an account; *provided, however*, it is understood that such third-party Payments will not provide any account privileges, Ticket access, or future credit rights to any 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 bring the account current.

**9. 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 forfeited, unless otherwise solely determined by the Blazers. After an account is opened it becomes non-transferable, unless otherwise solely determined by the Blazers. Only the first name listed on any Blazers Ticket account will be recognized as the account owner (except with regard to explicitly-identified corporate accounts for which the Blazers may allow a limited number of additional authorized persons to be added by the account owner).

**10. Ticket Holder Conduct.** Use of a Ticket by any person is subject to the rules, regulations, health and safety requirements (including those of state and local health authorities), and Fan Code of Conduct established by the NBA, the arena, and the Blazers (collectively, the "Arena Entities") and, including, but not limited to, the Ticket Rules, Supplement Terms and all state and local health and safety requirements. Upon violation of a Ticket Rule, any Arena

Entity will have the right to revoke the Ticket and eject Holder, and in addition, such violation may result in cancellation of the related account. You acknowledge and agree that you will be solely responsible for the conduct of anyone you provide a Ticket to or anyone you provide access to your account.

**11. 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.

**12. Assumption of Risk/Waiver of Liability.** By using any Ticket, 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.

**13. 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.

**14. 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.

**15. Arbitration.** Should any current or future dispute, claim or cause of action related to a Ticket or game/event arise between the 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 at least 60 days following receipt of the 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, 2014, 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 the 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. The Holder and each Arena Entity agree that all disputes shall 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. If the Holder does not consent to this clause, the Holder must immediately leave or not enter the arena.

**16. 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.