

ATLANTA HAWKS

TERMS AND CONDITIONS NO REFUNDS OR EXCHANGES

In consideration for the tickets being purchased, You ("You") agree to the following terms and conditions (collectively, hereinafter referred to as the "Agreement"): This Agreement shall apply to all ticket purchases and payment plans. This Agreement may be amended by Team from time to time without providing notice to You and in such an event shall be binding on You.

1. DEFINITIONS.

"Arena" shall mean Philips Arena, located at One Philips Drive, Atlanta, Georgia.

"Event" shall mean a non-Game event at the Arena, which includes but is not limited to concerts and family shows.

"Event of Default" shall have the meaning set forth in Section 7 of this Agreement.

"Game" shall mean a League pre-season, regular season and/or playoff home game played by Team at the Arena. "League" shall mean the National Basketball Association ("NBA") or any successor entity.

"Membership" shall mean Your season tickets.

"Team" shall mean Atlanta Hawks, L.P., the holder of the franchise of the Atlanta Hawks, a professional basketball team in the NBA.

"You" or "Your" shall mean the entity or person entering into this Agreement.

2. PARTIES. This Agreement is between You, Team and Team's affiliates.

3. NO REFUNDS OR EXCHANGES. Upon Your delivery to Team of a Season Ticket/Membership Application and any deposit or other consideration, there shall be no refunds or exchanges of any kind except for reasons set forth in this Agreement.

4. USE / IMPROPER CONDUCT / REPRESENTATION. You are subject to compliance with the terms and conditions in this Agreement, including without limitation, the timely payment of all amounts due hereunder. You shall be bound by and shall observe the terms and conditions herein as well as those terms and conditions contained on the backs of any Game or Event tickets issued by Team or Arena. In addition, You shall: (a) be bound by and shall observe any Team or Arena policies with respect to the cancellation, postponement or rescheduling of a Game or Event; (b) observe all rules, regulations, policies and procedures, which may be adopted by Team, Arena, or League, from time to time, and (c) comply with all federal, state and local laws, rules, regulations, decrees or orders from applicable government agencies. Team and Arena reserve the right to refuse admission or eject any person whose conduct is deemed disorderly or otherwise in violation of any rules, regulations, policies or laws referenced above. If You are refused entry or are ejected hereunder, You shall forfeit any claim for a refund. Except as specifically set forth herein, this Agreement does not confer upon You or Your guests any greater or lesser rights and privileges with respect to admission to the Arena than those rights and privileges afforded to other holders of tickets for admission. You represent and warrant that (i) You are not a ticket broker, as such term is commonly defined, and (ii) You are not in the business of reselling tickets.

5. REVOCABLE LICENSE. Each ticket issued hereunder is a license subject to revocation by Team or Arena.

6. RENEWAL / CANCELLATION. Your opportunity to purchase or renew any tickets, season tickets, and/or playoff tickets and/or Your Membership is a privilege granted by Team and may be withdrawn by Team at any time in Team's sole discretion. Team may cancel Your tickets, season tickets and/or playoff tickets and/or Your Membership at any time for any reason or no reason whatsoever and, in such an event, Team will have no further obligation to You. Nothing herein contained shall be construed to guarantee You the ability to purchase tickets, season tickets, and/or participate as a season ticket holder and any such purchase or participation will be in the sole and absolute discretion of Team. If You are on the twelve (12) month automatic payment plan, Your Membership will automatically renew for the following season each year on March 15. On or before February 15 of the applicable year, You will receive a letter/notice setting forth the price of Your Membership for the upcoming season. You must notify Team on or before March 14 of the applicable year that you wish not to renew your Membership. Absent such notification, Your credit card will be charged a non-refundable amount on March 15 for the amount set forth in the notification from Team and will continue to be charged each month thereafter.

7. DEFAULT/TERMINATION. It shall be an Event of Default if You (a) fail to remit payment in accordance with the terms hereunder, or (b) fail to fulfill, abide by, or perform any of the other terms, obligations, covenants, or conditions herein, including, without limitation, any restriction on re-sale of Game tickets or any act or omission in contravention of any applicable laws, or (c) fail to fulfill, abide by or perform any policies, procedures, rules, or regulations of Arena, Team, or League, as they presently exist or may be amended from time to time, or (d) file, or have filed against You, a petition for reorganization, the appointment of a receiver, or for any other arrangement under the Bankruptcy Code or similar type of proceeding. If You enter into an Event of Default, then in addition to any other remedies, Team may, at its sole option, immediately cancel and inactivate all of Your tickets or Membership (including restriction of entry into the Arena) with no further obligation of any kind to You. You agree to immediately return all Game tickets to Team (if tickets have been issued) upon Team's request, and You acknowledge that You have no property interest in the Game tickets. Upon an Event of Default, if your tickets were purchased at a discounted rate as consideration for an annual commitment, Team may charge you a penalty equal to no greater than the difference between the purchase price paid for Games played prior to the Event of Default and the actual single game price of each ticket. Upon an Event of Default, Team may also accelerate all amounts due hereunder and Your entire account balance at its present value will become due and owing. If Team chooses to accelerate such payments, Team shall use reasonable efforts to re-license the tickets to another party; provided, however, that if there are any other seat locations in the Arena available to be licensed, Team may give priority to licensing such other seat locations. You agree to pay all of Team's expenses and attorneys' fees (including allocable costs of in-house counsel) related to Team's collection of any amounts due hereunder. Interest on all amounts shall accrue at the rate of one and one-half percent (1.5%) per month or the maximum rate permissible under the laws of the State of Georgia, whichever is less. Team also reserves the right to charge an additional reasonable fee for any payments returned/denied for insufficient funds (including closed accounts) or in the event of canceled or unavailable or blocked credit card accounts. Team is under no obligation to refund or return any amount paid and in an Event of Default, Team may, at its sole discretion, apply any balance towards any remedy listed herein.

8. NONOCCURRENCE OF EVENTS. Team's issuance of tickets shall not operate as or constitute any warranty, representation, covenant or guarantee by Team that any number of Games shall occur at the Arena, except that Team will play its Games at the Arena, excluding any special games scheduled by the League in other locations and/or if any Event of Force Majeure prevents or materially hinders the playing of such Games at the Arena. For purposes of this Agreement, an Event of Force Majeure shall include fire, earthquake, epidemic, explosion, casualty, war riot, civil disturbance, act of public enemy, embargo, act of God, strikes or lockouts that are not "Work Stoppages" (as such term is defined below), market shortages of labor or materials, accidents, or any other event or circumstance beyond the reasonable control of Licensor. Except as otherwise specifically provided herein, You will not be entitled to any reductions, credit, or refund resulting from the cancellation or postponement of any Game or other Event to which You have purchased tickets, regardless of the cause. In the event that a work stoppage or labor dispute by and among the League and/or its respective players ("Work Stoppage") results in the loss of regular season Games at the Arena during a particular year, such Work

Stoppage shall not be deemed a breach of this Agreement and You and the Team shall cooperate in good faith so that the rights and obligations of the parties may be fulfilled by substituting other tickets or providing tickets to alternative events of comparable value ("Make Goods"). These Make Goods shall constitute Your sole remedy in the event of a Work Stoppage.

9. DISCLAIMER OF LIABILITY/RISKS ASSUMED. Team and Arena, and each of their affiliates, subsidiaries and parents shall not be liable or responsible for any loss, damage or injury to any person or to any of Your property brought into the Arena, the Arena's parking areas or the Arena's premises, resulting from any cause whatsoever, including but not limited to theft and vandalism, unless due to the willful misconduct or gross negligence of Team or Arena. All personal property brought into the Arena shall be brought in at Your own risk. You hereby assume all risks and dangers incidental to any Games or Events at the Arena, whenever they occur, including without limitation, the danger of being injured by, among other things, balls and other flying objects (including but not limited to items launched from the actual sporting contest or as part of promotional giveaways) or attending patrons, and You agree that Team, Arena, any sports team or league, and their respective agents and players are not liable for any injuries or damages of any kind arising from Your Membership. In no event shall Team or Arena be liable for consequential or indirect damages.

10. ASSIGNMENT/PROHIBITED USES OF GAME TICKETS. You shall not assign, sell, sublicense or otherwise transfer any of Your rights and obligations hereunder. Game tickets may not be used for advertising or promotion (including contests or sweepstakes) or other trade purposes without Team's prior written consent. You shall neither sell nor re-sell above face value any Game tickets issued hereunder without written permission from Team.

11. CHANGE IN SEAT LOCATION. Team reserves the right to change the location of Your seats. In the event there is a change of design or physical alteration to the Arena that results in Your seats being permanently removed from the Arena or that substantially alters Your seats (an "Arena Modification"), such an Arena Modification shall not be deemed to be a breach of this Agreement. In the event of an Arena Modification, Team will make best efforts to change the location of Your seats. If You are not satisfied with the new location of Your seats or if Team is not able to provide an alternative seat location, You shall have the one-time right to cancel all Game tickets issued hereunder upon thirty (30) days written notice and upon the return of all Game tickets to Team, in which case Team shall provide You with a pro-rata refund.

12. TAXES. If any taxes or fees are levied, assessed, imposed or payable on any payments made by You hereunder, You shall pay or reimburse Team for such taxes or fees within thirty (30) days after receiving Team's statement therefore. For the purpose of this Section, taxes or fees payable or reimbursable by You shall include, without limitation, all federal, state, or local gross receipts or proceeds taxes, and all privilege, sales, rent, admission, seat, amusement, entertainment, ticket, or other taxes now known or hereafter levied, assessed or imposed upon any payments made by you hereunder, or which Team or any affiliate or successor thereof will be required to pay as a result of the receipt of the payments made by You hereunder, and shall include any penalties and interest due on any delinquent payments by You; provided, however, You shall not be obligated to pay any amount on account of any real estate, franchise, or net income tax paid or required to be paid by Team. Your obligations hereunder shall survive the expiration or termination of this Agreement.

13. CHANGE OF ADDRESS. As necessary and in any event no later than the end of each Team season, You shall provide Team with written notification of all changes of address. Such changes shall be submitted with Your name, account number, daytime phone number and accompanied by Your signature.

14. MISCELLANEOUS. You hereby grant to Team, Arena, League and their respective subsidiaries, affiliates, and agents the right to use Your image or likeness in any live or recorded video display or other transmission or reproduction in whole or in part to any Game or Event that You may attend at the Arena. All rights and remedies of Team shall be cumulative. You agree that this Agreement shall be interpreted according to the laws of the State of Georgia without giving effect to its choice of law or conflicts of law provisions and that federal and state courts in the State of Georgia shall have personal jurisdiction over the parties hereto, that venue shall be proper in such courts, and that such courts shall be the exclusive forum for the resolution of any matter arising from or with respect to this Agreement or Game tickets issued hereunder. All terms and conditions are independent of each other. If any terms and conditions are inapplicable or unenforceable, the balance of the terms and conditions shall remain unaffected and in full force and effect. All parties agree that the Season Ticket/Membership Application may be executed via fax or electronic signature. You agree to keep the terms and conditions of this Agreement confidential. This Agreement constitutes the entire agreement between You and Team and supersedes all prior agreements, understandings and representations relating to the subject matter hereof.

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