

Utah Jazz Game Tickets – Standard Terms & Conditions

By purchasing a Utah Jazz game ticket, which includes single-game, multi-game, and season tickets, you hereby accept and agree to the following terms and conditions:

- 1. Revocable License.** Any Utah Jazz game ticket purchased under this invoice is a revocable license which may be withdrawn and admission to any Utah Jazz game refused any time, in the sole discretion of the Utah Jazz, upon refunding the purchase price printed on the face of the game ticket less any discount the purchaser may have received. The license granted by a Utah Jazz game ticket is for the purpose of viewing the Utah Jazz game only as an eye witness. The Utah Jazz reserves the right to eject any person using it for any other purpose.
- 2. Restrictions.** Utah Jazz game tickets may not be used for any form of commercial or trade purposes including advertising, promotions, contest sweepstakes without the express written consent of the Utah Jazz and the NBA. The purchaser of Utah Jazz game tickets hereunder is admitted to Utah Jazz games on condition, and by using the Utah Jazz game ticket agrees, he/she will not transmit, distribute, sell or aid in transmitting, distributing or selling any description, account, picture or reproduction of the event or any surrounding activities to which the ticket admits him/her.
- 3. Use of Image.** The holder of a Utah Jazz ticket grants permission to the Utah Jazz, the NBA and the participating NBA clubs and their agents, licenses and affiliates to utilize the holder's image, likeness, statements or actions incidental to any live or recorded video, audio or photographic display or other transmission or reproduction in whole or in part of the event to which the tickets admits him/her, all without further authorization or compensation.
- 4. Resale.** Resale or attempted resale of any Utah Jazz ticket at a price higher than that printed thereon, including tax, plus a reasonable service charge for services actually rendered is grounds for seizure or cancellation without refund or other compensation.
- 5. Season Ticket Privileges are Non-Transferable.** The opportunity to purchase the Utah Jazz game tickets is granted yearly in the sole discretion of the Utah Jazz and is non-transferable. Season ticket holders have no rights to transfer the seat location designated by their tickets to any person, whether by a request to transfer the account into another name, or by an attempt to transfer the seat locations or renewal privilege described below by sale, gift, transfer by will or trust, property settlement, transfer to creditor, or any other means.
- 6. Season Ticket Holder of Record.** The season ticket holder of record is the person or business that is assigned to the account. The season ticket holder of record must provide the Utah Jazz with the contact person for the account, particularly in the case of a business. The Utah Jazz may exercise discretion in accepting payment(s) from a third party and such acceptance shall not confer any season ticket holder privileges, including without limitation, renewal to the third party or cause the Utah Jazz to change the name of the season ticket holder on the account.
- 7. Season Ticket Renewals.** Season ticket renewal notices will be delivered to the season ticket holder of record for each account. Due to the time necessary to process relocation requests, print and distribute tickets, accounts which do not meet payment deadlines will be subject to cancellation. The opportunity to renew season tickets for the next season is not guaranteed and is revocable at any time at the sole discretion of the Utah Jazz. This renewal privilege may only be exercised by the season ticket holder upon payment in an amount and by the date established by the Utah Jazz. When deciding whether to revoke renewal privileges, the Utah Jazz will consider the season ticket holder's violation of rules, regulations and policies of the Utah Jazz and the NBA, including without limitation violations of abusive spectator behavior and/or ticket brokering rules then in effect.
- 8. All Sales Final.** Payments must be timely made on or before the dates listed in any agreed upon payment plan. For those on installment payment plans, in the event you fail to make any timely required payments, your ticket privileges will terminate, and any payments you made prior to the termination date will be forfeited by you. Notwithstanding the termination of your tickets, you remain liable for the full payment of your purchase price.
- 9. Security.** As a condition of admission, spectators may be subject to search and may be asked to display contents of bags, boxes, packages, etc. to arena security. Spectators are prohibited from bringing weapons of any kind, cans, bottles, alcoholic beverages, illegal drugs, controlled substances, recording devices, containers of any kind in the arena, or other prohibited items as posted by arena security.
- 10. Prohibited Conduct.** Spectators engaging in disorderly or objectionable conduct in violation of Utah Jazz and arena policies may be ejected from the game without refund of the ticket price. Throwing of objects in stands or onto the playing area is forbidden. Any season ticket holder who has been ejected for the first time during a season for verbal abuse or whose season tickets were used by a spectator who was ejected for the first time during a season for verbal abuse, shall be sent a written notice by the Utah Jazz (with a copy to the League Office) advising him/her that if he/she, or someone using his/her tickets, is ejected from a game for verbal abuse for a second time during such season, his/her season tickets shall be revoked. If such season ticket holder, or someone using his/her tickets is, in fact, subsequently ejected from a game for a second time during such season for verbal abuse, the Utah Jazz shall revoke his/her season tickets.
- 11. Cancelled Games.** In the event of a cancellation or rescheduling of a Utah Jazz game, neither the Utah Jazz nor the arena shall be required to issue a refund, provided the holder of the ticket is given the right, within twelve (12) months of the date of the original game, to attend the rescheduled game or to exchange the ticket for a ticket comparable in price and location to another game as designated by the Utah Jazz, except as otherwise provided by law.

12. Breach. Breach of any of the terms and conditions contained herein will automatically terminate the grant of license evidenced by the Utah Jazz game ticket, and subject the holder of the ticket to all legal remedies available to the Utah Jazz and their respective affiliates.

13. Release of Liability. The person using any Utah Jazz game ticket releases all basketball players, visiting teams, the NBA, the Utah Jazz, the arena and their affiliates and agents and voluntarily assumes all risk of personal injury and loss of property and all other hazards including civil disturbance, riot, public commotion, negligent acts or violence of third parties and activities arising from or related in any way to the event for which the Utah Jazz tickets are issued, whether occurring prior to, during or after the event.

14. Attorney's Fees. In the event of any dispute, or if any action at law or equity is brought to enforce or interpret the provisions of this season ticket agreement, the prevailing party shall be entitled to recover from the other party its actual attorney's fees, expert witness fees and all other related costs in addition to any other relief to which that party may be entitled, whether or not legal action is commenced. The purchase and use of Utah Jazz game tickets shall be governed by and construed under and in accordance with the laws of the State of Utah.

15. Acceptance of Terms and Conditions. Upon remitting any full or partial payment toward the purchase of your Utah Jazz game ticket, or by accepting delivery of a ticket, you acknowledge responsibility for payment of the full purchase price, and accept and agree to the terms and conditions as stated.

16. Reservation of Rights. The Utah Jazz reserve the right in their sole discretion to refuse sale. Furthermore, the Utah Jazz reserve the right in their sole discretion to amend, update or modify policies and procedures concerning game tickets at any time by publishing them on the team website.

17. Data Collection. 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.