Philadelphia 76ers Club 76 ("Club 76") is owned and operated by Philadelphia 76ers, L.P. (such entity, together with the Philadelphia 76ers National Basketball Association ("NBA") team operated by such entity, the "76ers"). These terms and conditions govern your (the "Member") membership in Club 76 for the 2017-18 Season (the "Membership"). Member hereby agrees to (i) to timely pay the charges (the "Membership Fee") set forth in the payment form(s) or invoice(s) (whether in hard copy or electronic format) relating to Member’s Membership (the "Payment Form") contained on the 76ers official website available at nba.com/sixers/joinclub76 (the "Website"); (ii) comply with the FAQs, Terms and Conditions, Privacy Policy, and the Payment Form, and (iii) comply with the terms and conditions that are set forth below and/or referenced herein, the terms and conditions related to Membership located on the 76ers official website available at nba.com/sixers/joinclub76 (the "Website"), the FAQs, Terms and Conditions, Privacy Policy and terms of use for the 76ers Website (together with the Payment Form, the “Membership License”). Each ticket purchased by Member pursuant to the Membership shall be referred to hereinafter as a "Ticket". Tickets and other benefits or privileges of Membership shall be referred to hereinafter as "Membership Privileges".

8. Default/Termination. Member shall be in default under this Membership License if: (a) Member fails to remit any payment in accordance with the terms of this Membership License (including any rejection of any automated payment or debit or any credit card transaction or chargeback), or (b) Member violates the Membership Privileges at any time without notice to Member if Member violates the terms, obligations, covenants, or conditions in this Membership License; or (c) the 76ers determines that a single person has joined (or attempted to join) to the Club in excess of the number of Membership Licenses to which such person is entitled (as determined by the Club) using a single or a series of e-mail addresses or Internet addresses verified to a single. Upon any such default, then in addition to any and all other rights and remedies available to the 76ers and its affiliates under this Membership License, at law or in equity (i) the 76ers may, in its sole and absolute discretion, do any one or more of the following: (i) cancel or suspend Member’s Membership, (ii) inactivate and revoke all or a portion of any tickets and/or other Membership Privileges (and deny admission to any Event), and (iii) do any other acts that are not prohibited under applicable law, and (iii) in connection with any other ancillary matters related thereto. After such default, Member shall no longer have any rights or benefits beyond those set forth in the Payment Form. Upon any such default, the Membership Fee is not refundable.

9. Liability. (A) The 76ers and the other Releasees (as defined below) liability for damages of any kind arising out of or related to any act or omission, breach of any provision of this Membership License, or the application of such term or provision to any person, entity or circumstance, shall to any extent be held invalid or unenforceable in any jurisdiction, and in no event shall the 76ers or any other Releasee be liable for any other direct, indirect, incidental, special, punitive, exemplary or consequential damages or for lost profits, revenues or business opportunities even if such Releasee has been advised of the possibility of such damages. (B) Member waives and releases to the fullest extent permitted by law, all claims, whether known or unknown, relating to or arising from any injury, loss or damage against 76ers, and their respective affiliates, and the officers, directors, managers, owners, employees, agents, successors and assigns of each of the foregoing (all of the foregoing, collectively, the "Releasees"). Member acknowledges and agrees that the Releasees shall not be responsible for any injury, loss or damage (including for lost or stolen property). (C) Member waives and releases the 76ers and their respective affiliates, and the officers, directors, managers, owners, employees, agents, successors and assigns of each of the foregoing, from and against any liabilities, losses, damages, claims, demands, causes in action, costs and expenses, including reasonable attorneys’ fees (including in any action between Member and the 76ers or any other Releasee, or any action by a third party), arising out of or related to any act or omission, breach of any provision of this Membership License, or violation of any applicable law, rule, regulation or order, by Member.

IF MEMBER IS A NEW JERSEY RESIDENT OR OTHERWISE HAS RIGHTS UNDER NEW JERSEY'S CONSUMER PROTECTION LAWS, NOTHING IN THIS SECTION SHALL LIMIT OR EXCLUDE ANY LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM NEGLIGENCE.

SEE SECTION 15 BELOW FOR IMPORTANT LIMITATIONS ON THE TERMS OF THIS SECTION 9.

10. Severability. If any term or provision of this Membership License, or the application thereof to any person, entity or circumstance, shall to any extent be held invalid or unenforceable in any jurisdiction, then (a) as to such jurisdiction, the remainder of this Membership License, or the application of such term or provision to persons, entities or circumstances other than those to which such term or provision is held invalid or unenforceable in such jurisdiction, shall not be affected thereby, (b) the tribunal making such determination shall have the power to (and the parties shall request that the tribunal) reduce the scope, duration, area or applicability of such provision, to delete specific words or phrases, or to replace any invalid or unenforceable provision with a provision that is valid and enforceable and comes closest to expressing the intention of the invalid or unenforceable provision, and (c) each remaining term and provision of this Membership License shall be valid and enforceable to the fullest extent permitted by law. If such a term or provision were deleted, changed or limited, the term or provision would be changed, redefined, or limited to the extent permitted by law. If the 76ers and the Releasees would so be required to so modify any provision of this Membership License, to the extent any portion of Section 11(f) is held to be invalid or unenforceable as to a party, the entirety of Section 11(f) shall be null and void as to that party.

SEE SECTION 15 BELOW FOR IMPORTANT LIMITATIONS ON THE TERMS OF THIS SECTION 10.

11. Miscellaneous. a. These Terms and Conditions are subject and subordinate to (i) all NBA rules and regulations, (ii) all applicable laws, rules and regulations, and (iii) the terms of right to use the Releasees’ trademarks and/ or service marks. In each case, without the 76ers’ express written consent. Any sale, assignment or transfer of Tickets must comply with applicable law. Upon any violation of this Section 7, the 76ers shall have the right to revoke this Membership License, the other Membership Privileges (including any Tickets purchased by Member hereunder).

6. No Right to Renew. The 76ers shall have the right to refuse to renew any Renewal Membership License of another person or entity). The provisions of Sections 8, 9, 10, 11, 13, 14 and 15 shall survive the termination or expiration of this Membership License.

7. Limits on Transferability. Member shall not sell, assign or otherwise transfer for consideration (i) the Membership, or (ii) any Membership Privileges (other than Tickets), in each case, without the 76ers’ express written consent. Any sale, assignment or transfer of Tickets must comply with applicable law. Upon any violation of this Section 7, the 76ers shall have the right to revoke this Membership License, the other Membership Privileges (including any Tickets purchased by Member hereunder).
Member and the 76ers agree that any disputes, controversies or claims arising out of or related to this Membership License (referred to as a “Claim”) will be resolved as follows:

(A) INFORMAL RESOLUTION: Member and the 76ers will first attempt to resolve any Claim informally after notice has been provided in accordance with Section 11(d) above.

(B) FORMAL RESOLUTION BY ARBITRATION/CLASS ACTION WAIVER: MEMBER SHOULD READ THE FOLLOWING ARBITRATION PROVISION AS IT LIMITS MEMBER’S RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION.

12. DISPUTE RESOLUTION; INFORMAL RESOLUTION AND FORMAL RESOLUTION BY ARBITRATION/CLASS ACTION WAIVER

Member and the 76ers agree that any dispute, controversy or other Claim arising out of or related to this Membership License shall be resolved only by binding Arbitration. The rules in Arbitration are different. There is no judge or jury, and review is limited, but an arbitrator can award the same damages and relief, and must honor the same limitations stated in this Membership License as a court would. The 76ers and Member understand that, absent this mandatory arbitration provision, the 76ers and Member would have the right to sue in court and have a jury trial. The 76ers and Member understand that, absent this mandatory arbitration provision, the 76ers are otherwise specifically required to pay such fees under applicable law. For up to $75,000, unless the arbitrator finds the Arbitration to be frivolous. Member is barred from recovering attorney’s fees or expert witness costs unless the arbitrator finds that a claim or defense was frivolous or asserted for an improper purpose.