

GROUP TICKET TERMS AND CONDITIONS

These Terms and Conditions contain, among other terms, disclaimers of liability, an exclusive remedy, a binding arbitration clause, and a class action waiver. Please read them carefully.

In consideration for the tickets being purchased hereunder from Philadelphia 76ers, L.P. (such entity, together with the Philadelphia 76ers National Basketball Association (“**NBA**”) team operated by such entity, the “**76ers**”), the name identified on the Payment Form (as defined below) (“**you**”), on behalf of yourself and the company/group identified on the Payment Form (the “**Group**”), hereby agree to (i) timely pay the charges listed in the payment form(s) or invoice(s) (whether in hard copy, electronic, or other format) relating to your purchase (the “**Payment Form**”, and the aggregate charges listed therein, the “**Fee**”), (ii) comply with the other terms and conditions set forth in the Payment Form, (iii) sign the 76ers’ form of release and waiver applicable to the experiential benefits included in your Ticket License (e.g., high five tunnel, on-court photo, etc.), if any, and (iv) comply with the terms and conditions provided or referenced in this document (all such terms and conditions, together with the Payment Form, collectively, the “**Ticket License**”). Each ticket licensed under this Ticket License is referred to herein as a “**Ticket**”. The terms printed on each individual Ticket shall apply to your admission to each 76ers home game under this Ticket License and are incorporated herein by reference and made a part hereof.

1. CREDIT CARD. You agree to the “Automatic Payment Authorization” (“**APA**”) to pay the Fee. Only one (1) credit card per APA permitted. The card must have a valid expiration date for the duration of the APA process. A service charge of \$50.00 will be assessed on each declined transaction. If the credit card declines for any reason, you agree that you will be responsible for paying any remaining balance as well as the declined transaction fee immediately. If, prior to any payment due date, your credit card expires, it is your sole obligation to provide your ticket sales representative updated credit card information.

2. REVOCABLE LICENSE. Each Ticket represents a separate, limited, and revocable license that only permits the bearer the right to attend the 76ers home game identified on such Ticket and sit in the seat location identified on such Ticket. No property rights, and no renewal or expectancy rights, are conveyed under this Ticket License, any Ticket, or any other item the 76ers may deliver to you under this Ticket License. This Ticket License and any or all of the Tickets are revocable at any time by the 76ers, in its sole and absolute discretion, with cause (including a breach of this Ticket License) or without cause. The 76ers are not responsible for lost or stolen tickets. Upon any revocation of the Ticket License, the 76ers may, in its sole and absolute discretion, cancel, inactivate, and revoke any or all Tickets (and deny the holder of such revoked Tickets admission for the games to which such revoked Tickets apply). Upon a revocation of the Ticket License in its entirety with cause, the 76ers shall have the right to retain any previously paid portion of the Fee. Upon a revocation of the Ticket License in its entirety without cause, the 76ers shall refund to you any previously paid portion of the Fee attributable to Tickets for regular season 76ers’ home games in the 2021-22 NBA season to be played following revocation. For the avoidance of doubt, the occurrence of any Lost Game(s) (as defined below) pursuant to Section 4 of this Ticket License, and actions taken by the 76ers as a result, shall not be deemed a revocation of the Ticket License in its entirety, with or without cause.

3. LIMITS ON TRANSFERABILITY. Any sale, assignment, or transfer of Tickets must be in compliance with applicable law (including but not limited to any licensing requirements or resale limitations contained within the Ticket Resellers Law found at N.J.S.A. 56:8-26 et seq.). Upon any violation of this Section 3, the 76ers shall have the right to revoke this Ticket License and the Tickets with cause. Without limiting the foregoing, any sale, assignment, or transfer of Tickets to any person who fails to satisfy any Safety Requirement (including, without limitation, any pre-game requirements established by the 76ers or Arena operator) may be voided by 76ers and such Tickets cancelled.

4. NON-OCCURRENCE OF EVENTS; OTHER EVENTS; NEUTRAL SITE EVENTS. You acknowledge and agree that the 76ers and/or NBA may cancel, postpone, reschedule, or relocate games for any reason (e.g., move a preseason or regular season game of the 76ers from the Arena to an alternate venue for the purposes of addressing a force majeure event or occupancy condition), as determined in its/their sole discretion, as well as to modify or discontinue, temporarily or permanently, any aspect of the rules, operations, and presentations of NBA games and events. If any 76ers home game for which Tickets have been purchased and paid for under this Ticket License (x) is not played at the Arena for any reason and not otherwise played (or scheduled to be played) at the Arena at any other date or time or (y) is played at the Arena but you are not permitted to attend for any reason (e.g., due to attendance limitations) (each of (x) and (y), a “**Lost Game**”), including, without limitation, due to concerns related to the coronavirus SARS-CoV-2 and any resulting disease (together

with any mutation, adaptation or variation thereof, “**COVID-19**”) or any other epidemic, pandemic, or force majeure event, a work stoppage or labor dispute by and among the NBA and/or their respective players or any other cause, then (A) such event shall in no way be deemed, argued, or construed to be a breach by 76ers or the NBA of this Ticket License or any other terms, conditions, agreement, or other duties or obligations in connection with the sale and use of Tickets, (B) except as provided in clause (C) below, you hereby waive and release any and all claims you may have against the 76ers, the other Releasees (as defined in Section 9) and/or the NBA with respect to such Lost Game, and (C) if you have complied with all of your Ticket License obligations, then your sole and exclusive remedy as a result of a Lost Game shall, upon your written request (by email to tickets@76ers.com), be, at 76ers’ option (i) an account credit, for use to purchase additional tickets or seat upgrades for 76ers home games at the Arena during the 2021-22 NBA regular season or the subsequent NBA regular season, or to be applied as a credit against your outstanding Fee balance, or (ii) a refund, in each case, in an amount equal to the face value of your Tickets for the Lost Game(s) (as determined by 76ers in its sole and absolute discretion, it being acknowledged by you that the face value of Tickets frequently differs from game to game). No credit, refund, or other remedy will be provided for any Lost Games that are preseason 76ers home games.

5. USE OF IMAGES; UNAUTHORIZED REPRODUCTIONS. (A) You grant permission to the 76ers and the NBA (and their designees and agents) to utilize your and any of your guests and other Ticket holders’ image (and you represent, warrant, and covenant that you have or will obtain all approvals needed to provide such consent), likeness, voice, actions, and statements in any live or recorded audio, video, film, or photographic display or other transmission, exhibition, publication or reproduction made of, or at, or in connection with, a 76ers game (whether in or outside the Arena) in any medium, whether now known or hereinafter created, or context for any purpose, including commercial or promotional purposes, without further authorization or compensation. In addition, you grant to the 76ers and the NBA permission to collect, use, share, and store certain of your facial and other biometric information as permitted by law, including for security purposes. (B) You agree not to transmit, distribute, misappropriate, or sell (or aid in transmitting, distributing, misappropriating, or selling), in any media now or hereafter existing, any description, account, (whether text, data, or visual, and including (without limitation) play-by-play data), picture, video, audio or other form of exploitation or reproduction of the event or any surrounding activities (in whole or in part) for which a Ticket is issued. Tickets may not be used for any form of commercial or trade purposes, including, but not limited to, advertising, promotions, contests, sweepstakes, giveaways, gambling, or gaming activities, without the express written consent of the 76ers and NBA.

6. COMPLIANCE WITH RULES AND REGULATIONS. (A) You shall, and shall cause all guests using Tickets to, comply with (i) all rules, regulations, policies, and procedures adopted from time to time by the 76ers, the Arena operator, and/or the NBA, including, without limitation, (x) all policies with respect to the cancellation, postponement or rescheduling of a 76ers home game, (y) all announcements issued over the Arena’s public address system, and (z) the NBA Fan Code of Conduct and other NBA rules related to fan conduct or otherwise, and (ii) all applicable federal, state and local laws, rules, regulations and orders of government, regulatory, or health authorities. (B) Subject to applicable law, neither you nor any of your guests may bring any food or beverages into the Arena, or prepare or consume any food or beverages at Arena, in each case, except through the 76ers, the Arena operator, or a third party duly authorized by the Arena operator to serve food and beverages at the Arena. (C) 76ers reserve the right to revoke your Ticket License, and/or refuse admission to or eject from the Arena any person whose conduct it deems disorderly or otherwise in violation of any rules, regulations, policies, procedures, orders, or laws referenced above. If you or any of your guests is refused entry to or ejected from the Arena for such reason, whether by 76ers or the Arena operator, you shall forfeit any claim for any credit, refund, or other remedy. (D) The 76ers reserve the right to take appropriate action against individuals who fraudulently or otherwise improperly obtain wheelchair and companion seats including, without limitation, ejection, and legal action. (E) You and your belongings may be searched upon entry to the Arena and/or other security checkpoints, prohibited items (which may include, without limitation, bags) may be confiscated at the sole discretion of the NBA, 76ers, and/or Arena operator, and you hereby consent to the foregoing and waive any related claims that might arise against the NBA, 76ers, and/or Arena operator. If you elect not to consent to such searches, you will be denied entry into the Arena without refund. 76ers and the NBA reserve the right to modify from time to time any of its respective rules, regulations, policies, and procedures, including, but not limited to, those described in this Section.

7. LOCATION CHANGE. The 76ers reserve the right to relocate the Tickets to any other location in the Arena (with a price adjustment, if applicable, based on the rate at which 76ers is offering the new seats for sale at the time of relocation) if 76ers determines, in its sole discretion, such relocation is advisable to facilitate any construction project or other alteration or modification to the Arena, or due to any NBA or government requirements, health or safety reasons, or other reasons beyond the reasonable control of the 76ers. If 76ers exercises such right, 76ers agrees to use its reasonable efforts to provide

a reasonably comparable location as your sole and exclusive remedy. You acknowledge that 76ers makes no guarantee of any specific locations and that the alternative locations will be provided based on availability.

8. DEFAULT/TERMINATION. You shall be in default under this Ticket License if you (a) fail to remit any payment in accordance with the terms of this Ticket License (including any rejection of any automated payment or debit or any credit card under any payment plan), or (b) fail to comply with or perform any of the other terms, obligations, covenants, or conditions in this Ticket License. Upon any such default, then in addition to any and all other rights and remedies available to the 76ers and its affiliates under this Ticket License, at law, or in equity or otherwise, the 76ers may, in its sole and absolute discretion, do any one or more of the following: (i) cancel, inactivate, and revoke all or a portion of your Tickets (and deny admission into the Arena) in which case you agree to immediately return all the 76ers home game tickets to the 76ers (if tickets have been issued) upon the 76ers request, (ii) accelerate all amounts due hereunder such that your entire account balance will become immediately due and owing as agreed upon liquidated damages and not as a penalty, and/or (iii) terminate this Ticket License and any or all of your rights under this Ticket License for cause, in each case, with no further liability or obligation of any kind to you. You agree to pay all of the 76ers' costs and expenses (including allocable costs of in-house counsel and all other attorneys' fees) related to the 76ers' collection of any amounts due under, or any other enforcement of, this Ticket License. Except as expressly required by applicable law, 76ers shall have no duty to mitigate its damages as a result of a breach or default by you and any amounts received by 76ers from any re-sale of the Tickets shall not reduce your obligations hereunder. Interest on all late amounts due shall accrue from the date of non-payment until paid in full at a rate equal to the lesser of one percent (1.0%) per month or the maximum rate permissible under applicable law. You acknowledge that (i) 76ers plans to fully enforce its rights under this Ticket License; and (ii) in entering into this Ticket License, you have not relied upon any prior policies or practices of yours related to enforcement of (or any waiver or failure to enforce) any obligations similar to those contemplated hereunder (for non-payment or otherwise). No failure by the 76ers to exercise any right or remedy in connection with a breach by any person or entity of any provision hereunder (or the corresponding provision in the ticket license of another person or entity) shall operate as a waiver of such right or remedy with respect to a breach by any other person or entity (including you) of such provision (or the corresponding provision in this Ticket License or the ticket license of another person or entity). The provisions of Sections 2, 4, 5, 8, 9, 10, 11, 12, 13, and 14 shall survive the termination or expiration of this Ticket License.

9. LIABILITY. (A) Except in the case of a Lost Game or any other scenario or circumstance for which a remedy is set forth in this Ticket License, the 76ers' and the other Releasees' (as defined below) liability for damages of any kind arising out of this Ticket License is limited to a refund of the actual purchase price paid by you to 76ers (and expressly excluding any amount paid in excess of face value to any third party) for Tickets to games not yet played under this Ticket License. This remedy is exclusive except as expressly provided otherwise herein. For the avoidance of doubt, except as provided otherwise herein, 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 or if such damages were foreseeable.

(B) You, on behalf of yourself, your guests, and any holder of any Ticket, assumes all risk arising from, or related in any way to, any use of the Tickets (including, without limitation, at any 76ers game and whether in or outside the Arena) whether occurring prior to, during, or after such use, howsoever caused and whether by negligence or otherwise (except where prohibited by law as described in Section 13 below). You waive and release, 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 its affiliates, and the officers, directors, managers, owners, employees, agents, successors and assigns of each of the foregoing (all of the foregoing, collectively, the "**Releasees**"). You acknowledge and agree that the Releasees shall not be responsible for any injury, loss, or damage (including for lost or stolen property).

(C) You shall indemnify and hold harmless, to the fullest extent permitted by law, all Releasees from and against any liabilities, losses, damages, claims, demands, choses in action, costs, and expenses, including reasonable attorneys' fees (including in any action between you and the 76ers or any other Releasee, or any action by a third party), costs of investigation (whether or not litigation occurs), and litigation expenses, arising out of or related to any act or omission, breach of any provision of this Ticket License, or violation of any applicable law, rule, regulation, or order, in each case, by you, any of your guests, or any holder of your Tickets. If you are a New Jersey resident or otherwise have 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.**

(D) Due to the uncertainty related to COVID-19, your admission to the Arena is subject to all safety and health requirements and policies put in place by the 76ers, NBA, and the Arena, including any requirements relating to face masks and/or enhanced health screenings (which may include a requirement that you, and your guests, be tested for and/or vaccinated for COVID-19 prior to or during any 76ers home game). Such policies and requirements as they may be updated from time to time (in the sole determination of 76ers, NBA and/or Arena operator) and as they may be communicated to you prior to or during any 76ers home game (whether orally or in writing) by, for example, instruction provided by 76ers or Arena personnel or signage in or around the Arena, are collectively referred to below as the “**Safety Requirements**”. You acknowledge and agree to comply with the Safety Requirements (including all requirements that must be satisfied prior to or during any 76ers home game) and attendance at any 76ers home game is conditioned on such compliance.

(E) You agree that neither you, nor anyone in your party, will attend any 76ers home game if, within the prior 14 days, you have (or your guest or any other person with whom you have had close contact has) tested positive for COVID-19, or, unless fully-vaccinated for COVID-19 (as defined by the Centers for Disease Control and Prevention (the “**CDC**”), any one or more of the following is true on the day of such 76ers home game: (i) within the prior 14 days, you have (or your guest or any other person with whom you have had close contact has) been exposed to someone who has tested positive for COVID-19; (ii) within the prior 48 hours, you have (or any person in your party or with whom you have had close contact has) experienced symptoms of COVID-19 (e.g., a fever of 100.4°F or higher, cough, shortness of breath or difficulty breathing, chills, repeated shaking, muscle pain/achiness, headache, sore throat, new loss of taste or smell, nasal congestion, runny nose, vomiting, nausea, diarrhea, fatigue or any other symptoms associated with COVID-19 identified by the CDC (“**COVID-19 Symptoms**”)); anyone who is fully vaccinated but experiences any of the COVID-19 Symptoms identified above within the 48 hours prior to such 76ers home game should nevertheless consult a healthcare provider and receive a negative test result for COVID-19 before attending; or (iii) within the prior 14 days, you have (or any person in your party or with whom you have had close contact has) travelled to a state or international territory identified by federal or applicable local governments as being subject to travel or quarantine advisories due to COVID-19.

(F) Failure to comply with Safety Requirements shall automatically terminate any rights that you may have under this Ticket License and shall authorize the 76ers to revoke the Ticket License, refuse admission to the Arena, or eject you from the Arena, with cause in each case, and subject you to all legal remedies available to the 76ers, NBA, and/or Arena.

(G) YOU EXPRESSLY ACKNOWLEDGE: (I) COVID-19 HAS BEEN DECLARED A WORLDWIDE PANDEMIC BY THE WORLD HEALTH ORGANIZATION; (II) CASES OF COVID-19 INFECTION HAVE BEEN CONFIRMED IN THE PHILADELPHIA, PENNSYLVANIA METROPOLITAN AREA, INCLUDING IN THE VICINITY OF THE WELLS FARGO CENTER; (III) COVID-19 IS EXTREMELY CONTAGIOUS AND THERE IS AN INHERENT DANGER AND RISK OF EXPOSURE TO COVID-19 IN ANY PLACE WHERE PEOPLE ARE PRESENT, INCLUDING AS A RESULT OF EXPOSURES INDIVIDUALS MAY HAVE HAD IN GEOGRAPHIC AREAS OTHER THAN PHILADELPHIA, PENNSYLVANIA; (IV) NO PRECAUTIONS, INCLUDING THE SAFETY REQUIREMENTS DESCRIBED ABOVE OR THE PROTOCOLS AND REQUIREMENTS THE CDC, FEDERAL, STATE AND LOCAL GOVERNMENT HAS PUT IN PLACE, CAN ELIMINATE THE RISK OF EXPOSURE TO OR CONTRACTION OR TRANSMISSION OF COVID-19, AND THAT SUCH RISK APPLIES TO EVERYONE; (V) WHILE PEOPLE OF ALL AGES AND HEALTH CONDITIONS HAVE BEEN ADVERSELY AFFECTED BY COVID-19, PUBLIC HEALTH AUTHORITIES ADVISE THAT PEOPLE 65 OR OLDER AND PEOPLE WITH CERTAIN UNDERLYING MEDICAL CONDITIONS MIGHT BE AT HIGHER RISK, INCLUDING (BUT NOT LIMITED TO) PEOPLE WITH CHRONIC LUNG DISEASE OR MODERATE TO SEVERE ASTHMA, SERIOUS HEART CONDITIONS, COMPROMISED IMMUNE SYSTEMS, SEVERE OBESITY, DIABETES, CHRONIC KIDNEY DISEASE UNDERGOING DIALYSIS AND LIVER DISEASE; (VI) SCIENTIFIC KNOWLEDGE ABOUT COVID-19 IS EVOLVING AND MANY ASPECTS OF COVID-19 REMAIN SUBJECT TO SIGNIFICANT UNCERTAINTY; (VII) CONTRACTING COVID-19 CAN RESULT IN BEING SUBJECT TO QUARANTINE REQUIREMENTS, SERIOUS ILLNESS, TEMPORARY OR PERMANENT DISABILITY, OTHER SHORT-TERM AND LONG-TERM HEALTH EFFECTS, AND/OR DEATH, REGARDLESS OF AGE OR HEALTH CONDITION; (VIII) CONTRACTING COVID-19 CAN RESULT IN THE FURTHER TRANSMISSION OF COVID-19 TO MY FAMILY MEMBERS, FRIENDS AND OTHER PERSONS; AND (IX) FEDERAL, STATE AND LOCAL GOVERNMENTS AND FEDERAL AND STATE HEALTH AGENCIES HAVE, AMONG OTHER THINGS, RECOMMENDED SOCIAL DISTANCING WHERE POSSIBLE AND, IN MANY LOCATIONS, PROHIBITED THE CONGREGATION OF GROUPS OF PEOPLE. YOU VOLUNTARILY ASSUME ALL RISK AND DANGER OF PERSONAL INJURY (INCLUDING DEATH), SICKNESS (INCLUDING ILLNESS AND OTHER RISKS OF EXPOSURE TO COVID-19, OR ANY OTHER COMMUNICABLE

DISEASE OR ILLNESS, OR A BACTERIA, VIRUS OR OTHER PATHOGEN CAPABLE OF CAUSING A COMMUNICABLE DISEASE OR ILLNESS), WHETHER OCCURRING PRIOR TO, DURING, OR AFTER ANY 76ERS HOME GAME, HOWEVER CAUSED AND WHETHER BY NEGLIGENCE OR OTHERWISE.

(H) On behalf of you and your Related Persons (as defined below), you further hereby release (and covenant not to sue) the 76ers and the other Releasees with respect to any and all claims that you or any of your Related Persons may have (or hereafter accrue) against any of the 76ers and the other Releasees and that relate in any way to (i) exposure to COVID-19; (ii) entry into, or presence within or around, the Arena or any 76ers home game (including all risks related thereto) or compliance with any protocols or Safety Requirements applicable to any 76ers home game; or (iii) any interaction between you and your Related Persons, on the one hand, and any personnel of any of the Releasees present at any 76ers home game, on the other hand, in each case whether caused by any action, inaction or negligence of the 76ers' and the other Releasees' or otherwise. "**Related Persons**" means your heirs, assigns, executors, administrators, next of kin, anyone attending any 76ers' home game with you (which persons you represent have authorized you to act on their behalf for purposes of these terms), and other persons acting or purporting to act on your or their behalf.

SEE SECTION 13 BELOW FOR IMPORTANT LIMITATIONS ON THE TERMS OF THIS SECTION 9.

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

You and the 76ers agree that all disputes, controversies, or claims arising out of or related to this Ticket License (referred to as a "**Claim**") will be resolved as follows:

(A) **INFORMAL RESOLUTION:** You and the 76ers will first attempt to resolve any Claim informally after notice has been provided in accordance with Section 14 below.

(B) **FORMAL RESOLUTION BY ARBITRATION/CLASS ACTION WAIVER: YOU SHOULD READ THE FOLLOWING ARBITRATION PROVISION AS IT LIMITS YOUR RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION.** You and the 76ers agree that any dispute, controversy, or other Claim arising out of or relating to this Ticket License, or the determination of the scope or applicability of Arbitration, shall be governed solely by the Federal Arbitration Act.

If you and the 76ers cannot resolve a Claim informally within 30 days of written notice by one party to the other of such Claim, any Claim asserted by either party will be resolved only by binding Arbitration. By agreeing to Arbitration, both you and the 76ers understand and agree that all disputes shall be decided by an arbitrator and that each party is waiving its rights to maintain other available resolution processes, such as a court action or administrative proceeding, to settle disputes. Instead of suing in court, both you and the 76ers each agree to settle disputes only by Arbitration. **ARBITRATION MEANS THAT EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL.** 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 Ticket License as a court would. The 76ers and you understand that, absent this mandatory arbitration provision, the 76ers and you would have the right to sue in court and have a jury trial. The 76ers and you further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

The Arbitration shall be conducted by a single arbitrator, governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "**AAA Rules**") of the American Arbitration Association ("**AAA**"), as modified by this Ticket License, and administered by the AAA. If you and 76ers cannot agree on who that single arbitrator should be, then the AAA shall appoint an arbitrator with significant experience resolving the type of Claim at issue. If there is a conflict between the AAA Rules and the rules set forth in this Ticket License, the rules set forth in this Ticket License will govern. The AAA Rules and fee information are available at www.adr.org, or by calling the AAA at 1-800-778-7879.

Each of you and 76ers may, in Arbitration, seek any and all remedies otherwise available to such party pursuant to the law of the governing state. If you decide to initiate Arbitration, the 76ers shall bear the cost of any Arbitration filing fees and Arbitration fees for claims seeking less than \$10,000, unless the arbitrator finds the Arbitration Claim to be frivolous. You

are responsible for all other additional costs that you may incur in connection with the Arbitration including, but not limited to attorneys' fees and expert witness costs unless the 76ers are otherwise specifically required to pay such fees under applicable law. For claims seeking more than \$10,000, the AAA Rules will govern payment of filing fees and Arbitration fees. The decision of the arbitrator will be in writing. The 76ers and you agree that dispositive motions, including without limitation, motions to dismiss and motions for summary judgment, will be allowed in the Arbitration. The arbitrator must follow this Ticket License and can award the same damages and relief as a court, including injunctive or other equitable relief and attorneys' fees. Notwithstanding the foregoing, the 76ers and you agree not to seek any attorneys' fees and expert witness costs unless the arbitrator finds that a claim or defense was frivolous or asserted for an improper purpose.

If your claim is solely for monetary relief of \$10,000 or less and does not include a request for any type of equitable remedy, you may choose whether the arbitration will be conducted solely based on documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing under the AAA Rules. The Arbitration will be held at a location in Camden County, New Jersey, unless you and the 76ers both agree to another location or telephonic Arbitration. To initiate Arbitration, you or the 76ers must do the following things:

(1) Write a demand for Arbitration. The demand must include a description of the Claim and the amount of damages sought to be recovered and a copy of this agreement to arbitrate. A copy of a Demand for Arbitration can be found at www.adr.org.

(2) Submit a Demand for Arbitration, plus the appropriate filing fee to the AAA by mail, facsimile, email, or on-line:

To file by mail, send the initial filing documents and the filing fee to: AAA Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043. To file via fax, send the initial filing documents and a completed charge card authorization form for the filing fee to 877-304-8457. To file by email, send the filing documents and a check or a completed charge card authorization form for the filing fee to CaseFiling@adr.org. Charge card authorization forms are available at www.adr.org/Services/Forms. To file on-line via AAA WebFile, visit www.adr.org and click on File & Manage a Case and follow directions to register.

(3) Send one copy of the Demand for Arbitration to the other party.

Special Rules in the Arbitration Proceeding. (i) The arbitrator has no authority to make errors of law and any award may be challenged if the arbitrator does so. Otherwise, the arbitrator's decision is final and binding on all parties and may be enforced in any Federal or State court that has jurisdiction. (ii) Neither you nor the 76ers shall be entitled to join or consolidate claims in Arbitration by or against other individuals or entities, or arbitrate any claim as a representative member of a class or in a private attorney general capacity. **THIS MEANS THAT YOU WAIVE YOUR RIGHT TO INITIATE OR PARTICIPATE IN ANY CLASS OR CONSOLIDATED ACTION WHATSOEVER.** Accordingly, you and the 76ers agree that the AAA Rules for Class Arbitrations do not apply to any Arbitration. A court may sever any portion of this dispute resolution provision if it finds such unenforceable.

Notwithstanding the obligation to arbitrate all Claims under this Ticket License, you may choose to pursue your individual claim in small claims court where jurisdiction and venue over the 76ers and you otherwise qualify for such small claims court and where your claim does not include a request for any type of equitable relief.

11. CLASS ACTION WAIVER.

PLEASE READ THIS SECTION CAREFULLY - IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS.

Without limiting Section 10, you and 76ers agree that any Claims will be resolved on an individual basis, and that any Claim will be brought in an individual capacity, and not on behalf of, or as part of, any purported class, consolidated, or representative proceeding. You and the 76ers further agree that neither will participate as a plaintiff in any consolidated, class or representative proceeding (existing or future) brought in connection with Ticket Licenses. If any court or arbitrator determines that the class action waiver set forth in this Section is void or unenforceable or that arbitration can proceed on a class basis, then the Claim will not be subject to arbitration and must be litigated in federal court in Philadelphia County,

Pennsylvania. The terms of this Section will also apply to any valid Claims asserted by you against any parent, subsidiary, or other affiliate of the 76ers to the extent such Claims arise out of this Ticket License.

SEE SECTION 13 BELOW FOR IMPORTANT LIMITATIONS ON THE TERMS OF THIS SECTION 11.

12. LIMITED TIME TO FILE CLAIMS. You agree that you will assert any Claim arising out of this Ticket License within one (1) year after the Claim arises, or such Claim will be barred.

SEE SECTION 13 BELOW FOR IMPORTANT LIMITATIONS ON THE TERMS OF THIS SECTION 12.

13. EXCLUSIONS AND LIMITATIONS; CONSUMER PROTECTION NOTICE. If you are a consumer, the provisions in this Ticket License are intended to be only as broad and inclusive as is permitted by the laws of your State of residence. If you are a New Jersey resident or otherwise have rights under New Jersey's consumer protection laws, the terms of this Ticket License do not limit or waive your rights under New Jersey law and the provisions in this Ticket License are intended to be only as broad and inclusive as is permitted by the laws of the State of New Jersey. In any event, the 76ers reserve all rights, defenses, and permissible limitations under the laws of New Jersey and under the laws of your State of residence.

Notwithstanding the foregoing, nothing in this Section shall modify Subsection 10(B).

14. MISCELLANEOUS. 76ers' obligation to provide the Tickets shall be subject and subordinate to (i) all NBA rules and regulations, (ii) all applicable laws, rules, and regulations, and (iii) the terms of 76ers' right to use the Arena pursuant to any applicable lease or license. 76ers and the NBA retain the right to reschedule the date or the start time of any game and shall not be liable to you for any reason related to any such rescheduling. The 76ers are not responsible for lost or stolen tickets, and any reissuance of tickets shall be at the discretion of the 76ers and may be subject to processing fees determined by the 76ers. Tickets not obtained from sources authorized by 76ers may not be honored. This Ticket License and/or any privileges you may have hereunder shall not be assigned or transferred in any manner, whether voluntarily or by gift, bequest, or operation of law, by you to any other person or entity without the 76ers' express written consent. No ticket(s) issued hereunder may be used for advertising, promotion (including contests and sweepstakes) or other trade or commercial purposes without the 76ers' express written consent. The use of any ticket hereunder in violation of this Ticket License, with or without your knowledge, is your responsibility and you shall remain absolutely and unconditionally responsible for any such violations. None of the provisions of this Ticket License can be waived except in a writing signed by the 76ers. No failure by the 76ers to exercise any right under this Ticket License shall operate as a waiver of such right, nor shall any single or partial exercise of any right preclude any other or further exercise of that right or the exercise of any other rights. The waiver by the 76ers of any breach of this Ticket License shall not be deemed a waiver of any prior or subsequent breach. All remedies of the 76ers shall be cumulative and the pursuit of one remedy shall not be deemed a waiver of any other remedy. Time is of the essence with respect to all obligations hereunder. In the event that any provision of this Ticket License shall be declared invalid or unenforceable for any reason by a court of competent jurisdiction, such provision shall be severed from the remainder of this Ticket License, which shall remain in full force and effect. You confirm that you are an authorized representative of the Group and have full power and authority to make the commitment and payment above on behalf of the Group. This Ticket License shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania applicable to agreements made and to be performed entirely in Pennsylvania and without regard to the conflicts of laws principles thereof. SEE SECTION 13 ABOVE FOR IMPORTANT LIMITATIONS ON THE TERMS OF THE IMMEDIATELY PRECEDING SENTENCE. All requests and notices from you must be provided in writing to Philadelphia 76ers, L.P., 3 Banner Way, Camden, NJ 08103, Attn: Ticket Sales and Service Dept. or by email to your Account Manager. Such requests shall be submitted with your name, account number, daytime phone number, and accompanied by your signature. It is your responsibility to notify the 76ers in writing or by email of any changes to your address, email address, and/or phone number. This Ticket License and the terms printed on each Ticket constitute the entire agreement between the parties with respect to your Ticket License and supersedes all prior and contemporaneous negotiations, understandings, or agreements (whether in advertising or marketing materials or otherwise) with respect to the subject matter hereof. Any benefits and/or privileges you may have hereunder (including, but not limited to Fan Experiences and Added Value Fan Experiences (as described on Attachment A hereto)) are subject to cancellation and/or change by the 76ers in sole discretion.