

TERMS AND CONDITIONS

The Group Leader identified above, on behalf of the organization/group identified above (together, the "Group"), acknowledges and agrees that the Group will receive certain priority in exchange for making an initial deposit (the "Deposit") towards a suite purchase ("Suite Purchase") for a Philadelphia 76ers (the "76ers") home game during the 2022-23 NBA season (a "Home Game").

The Group acknowledges and agrees that (i) the Deposit must be applied towards a Suite Purchase on or before December 1, 2022 (the "Conversion Date"), (ii) the Suite Purchase shall be subject to availability and to additional terms and conditions to be presented at the time of purchase of the Suite Purchase (including any terms and conditions provided by Spectrum Arena Limited Partnership as operator of the Wells Fargo Center, certain health and safety requirements and policies put in place by the 76ers, NBA, and Wells Fargo Center related to COVID-19, an acknowledgement of risk associated with COVID-19, and a waiver of liability resulting from exposure to COVID-19), (iii) neither the 76ers nor any of its affiliates has made any warranty, representation, covenant or guarantee that the Group will receive a specific Home Game or a specific suite location at a Home Game in connection with the Deposit or the Suite Purchase, (iv) the Deposit is non-refundable, such that if the Group does not (x) apply the Deposit towards a Suite Purchase on or before the Conversion Date (i.e., December 1, 2022), or (y) complete full payment for the Suite Purchase, the 76ers shall have the right to retain the Deposit as liquidated damages to compensate the 76ers for expenses and losses caused by such non-payment.

The 76ers retains the right at any time to revoke any Suite Purchase by refunding the actual amounts paid for such purchase. The rights and obligations of the Group hereunder are not assignable or transferable without the express written consent of the 76ers. All holders of tickets shall also be subject to the terms printed on each individual game ticket purchased as part of the Suite Purchase as well as any terms provided by or made available by Spectrum Arena Limited Partnership. Tickets may not be used for advertising, promotion, contests, sweepstakes or other trade purposes without the express written consent of the 76ers. The Group acknowledges and agrees that the 76ers 2022-23 Home Game schedule is subject to change.

Group Leader confirms that he/she is an authorized representative of the Group and has full power and authority to make the commitment on behalf of the Group, to make the payment as referenced above on behalf of the Group, and to bind the Group.

The provision of any complimentary tickets to the Group may be made at the 76ers sole discretion. Complimentary tickets shall not be entitled to any exchange or refund if a 76ers game is canceled for any reason.

The 76ers obligation to provide ticket and other benefits herein shall be subject and subordinate to: (i) all NBA rules and regulations, (ii) applicable laws, rules and regulations, and (iii) 76ers' right to use the Wells Fargo Center pursuant to any applicable lease or license.

The Deposit and any Suite Purchase 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. Group hereby consents to the exclusive jurisdiction of the state and federal court in Philadelphia County, Pennsylvania, and agrees that venue in Philadelphia County, Pennsylvania is proper for the resolution of any disputes arising hereunder.

The Group Leader and the 76ers agree that all disputes, controversies, or claims arising out of or related to this Deposit and/or these terms and conditions (referred to as a "Claim") will be resolved as follows:

A. INFORMAL RESOLUTION: The Group Leader and the 76ers will first attempt to resolve any Claim informally after notice has been provided to the other party in writing.

B. FORMAL RESOLUTION BY ARBITRATION/CLASS ACTION WAIVER: THE GROUP LEADER SHOULD READ THE FOLLOWING ARBITRATION PROVISION AS IT LIMITS HIS OR HER RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION. The Group Leader and the 76ers agree that any dispute, controversy, or other Claim arising out of or relating to this Deposit and/or these terms and conditions, or the determination of the scope or applicability of Arbitration, shall be governed solely by the Federal Arbitration Act.

If the Group Leader 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 the Group Leader 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 the Group Leader 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 these terms and conditions as a court would. The Group Leader and the 76ers understand that, absent this mandatory arbitration provision, the Group Leader and the 76ers would have the right to sue in court and have a jury trial. The Group Leader and the 76ers 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 these terms and conditions, and administered by the AAA. If the Group Leader and the 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 these terms and conditions, the rules set forth in these terms and conditions 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 the Group Leader and the 76ers may, in Arbitration, seek any and all remedies otherwise available to such party pursuant to the law of the governing state. If the Group Leader decides 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. The Group Leader is responsible for all other additional costs that the Group Leader 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 Group Leader and the 76ers 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 these terms and conditions and can award the same damages and relief as a court, including injunctive or other equitable relief and attorneys' fees. Notwithstanding the foregoing, the Group Leader and the 76ers 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 the Group Leader's claim is solely for monetary relief of \$10,000 or less and does not include a request for any type of equitable remedy, the Group Leader 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 Philadelphia County, Pennsylvania, unless the Group Leader and the 76ers both agree to another location or telephonic Arbitration. To initiate Arbitration, the Group Leader 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 on-line via AAA WebFile, visit www.adr.org and click on File & Manage a Case and follow directions to register; and (3) Send one copy of the Demand for Arbitration to the other party. For information on how to file by mail, fax, or email, please visit www.adr.org.

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 the Group Leader 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 THE GROUP LEADER WAIVES HIS OR HER RIGHT TO INITIATE OR PARTICIPATE IN ANY CLASS OR CONSOLIDATED ACTION WHATSOEVER.** Accordingly, the Group Leader 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 these terms and conditions, the Group Leader may choose to pursue his or her individual claim in small claims court where jurisdiction and venue over the 76ers and the Group Leader otherwise qualifies for such small claims court and where the Group Leader's claim does not include a request for any type of equitable relief.

CLASS ACTION WAIVER. PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT THE GROUP LEADER'S LEGAL RIGHTS. Without limiting the above, the Group Leader and the 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. The Group Leader 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 this Deposit and/or these terms and conditions (if applicable). 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 the Group Leader against any parent, subsidiary, or other affiliate of the 76ers to the extent such Claims arise out of this Deposit and/or these terms and conditions (as applicable).

CONSUMER PROTECTION NOTICE: Limitations and exclusions included herein are intended to be only as broad and inclusive as is permitted by the laws of New Jersey.

If the Deposit is to be paid by credit card, the Group Leader agrees to "Automatic Payment Authorization" (APA) thereby authorizing the 76ers to charge the credit card listed to pay the amount listed above. 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 all declined transactions. If the credit card declines for any reason, Group Leader agrees that he/she will be responsible for paying any remaining balance as well as any declined transaction.