

PORTLAND TRAIL BLAZERS TICKET PURCHASE
TERMS AND CONDITIONS



The following terms and conditions (collectively, this "Agreement") apply to any purchase and/or use of a Portland Trail Blazers ("Blazers") pre-season, regular season, and post-season ticket, including full or partial season tickets, any ticket package, any single game ticket, or any Blazers game related event ticket (each referred to herein as a "Ticket"). Purchase or use by you of any Blazers Ticket will be deemed as your acknowledgment and agreement that you have read and agree to be bound by the provisions of this Agreement.

1. TICKET PURCHASES. ALL BLAZERS TICKET SALES ARE FINAL. NO REFUND WILL BE GIVEN ON THE PURCHASE OF ANY BLAZERS TICKET. At this time, only persons residing in the State of Oregon or Southwest Washington are allowed to purchase season Tickets, Ticket packages or group Tickets; however, any person who purchases a Ticket online with an invalid address may have the Ticket cancelled and the payment may be refunded on a pro rata basis, as determined by the Blazers in its sole discretion. Any person using a PO Box or similar type of address may be asked to provide proof of residency for a Ticket purchase.

2. Rights. All rights granted to you under this Agreement are in the nature of a revocable license. By purchasing any Ticket you acknowledge and agree that the Blazers, as licensor, reserves the right to reassign seats or cancel your Tickets at any time prior to or during the season (i) for violation of any of the terms and conditions contained herein, (ii) violation of any provision of the Fan Code of Conduct, or (iii) if deemed advisable in the Blazers' reasonable discretion. Tickets may not be used without the Blazers' express prior written consent (i) for advertising in any media (including commercial advertising), (ii) in any promotion, contest or sweepstake, or (iii) for any other trade purpose. Cancellation of any Ticket or Ticket account, regardless of the reason, will not relieve the purchaser/account owner of any monies owed to the Blazers relating to the account.

3. Unauthorized Sale/Resale of Tickets. The Blazers reserve the right, in its sole discretion, to prohibit or cancel the purchase of any Ticket if it believes such Ticket will be or has been purchased solely for the purpose of resale. Any resale or attempted resale of a Ticket by unauthorized or illegal means is prohibited and will be considered as a material breach of this Agreement ("Resale Breach"). Upon occurrence of a Resale Breach, the Blazers will execute all rights allowed by law to (i) cancel the entire Ticket purchase and the associated account; (ii) revoke any unused Ticket(s) on the account, and (iii) withhold/charge the account a fee calculated at the time of the breach, in an amount to be determined based on certain factors including, but not limited to, each respective Ticket's seat location, loss of profits and commissions, resale expenses, and any other related costs and/or expenses (the "Breach Fee"). After deduction of the applicable Breach Fee, if there are any monies remaining on the respective account such monies will be refunded to the debit/credit card/bank account used to make the original purchase; *provided, however*, that if there are installment payments or other monies owed on the account at the time of a Resale Breach, the Blazers shall have the right to demand immediate payment of all monies owed and all rights to collection under the law.

4. Paperless Ticketing. In the event you select a paperless ticketing option, or purchase Tickets for which paperless ticketing is the only option, you hereby agree that you will safeguard the paperless Ticket access device (regardless of form, referred to herein as the "card") and that you are solely responsible for all use of the card. If your card is lost or stolen, you agree to pay the replacement fee. If you choose paper ticketing, you agree to pay the established printing fee. You acknowledge and agree that you will ensure that you and anyone to whom you grant access to your Tickets will be in possession of a valid Ticket to enter the arena, and that if such person does not have a valid Ticket access to the arena will be denied. Restrictions for use of All Access Ticket credits are printed on each access card, and such restrictions shall apply to any transferee of a Ticket, whether by printed ticket, electronic ticket, or otherwise.

5. Ticket Account Payments. Failure to make timely installment payments on your account as provided under an approved payment plan ("Payment") may result in (i) revocation of the Payment plan, (ii) demand for the entire account balance due to be paid in full, and/or (iii) ticket restriction or cancellation of your account, as determined in the Blazers'

sole discretion. A \$25.00 service fee will be charged for any returned check or declined credit card Payment, which fee will be in addition to any fees which your bank or credit card institution may charge. Only with the Blazers' prior approval will third-party Payments be accepted on an account; *provided, however*, it is understood that such third-party Payments will not provide any account privileges, Ticket access, or future credit rights to any third-party, and if a third-party Payment transaction is rejected, returned or charged back for any reason, the Blazers will have the right to cancel such Payment, and upon notice you will be solely responsible to bring the account current.

6. Account Ownership. Please note that you may be required to pay a non-refundable fee in the amount of \$100 to reserve a season ticket account or to be placed on a waiting list to reserve a season ticket account ("Reserve Account Fee"). After your account has been opened, the Reserve Account Fee will be applied to the first Payment due on your account; *however*, if you determine to cancel your reservation prior to opening an account no refund of the Reserve Account Fee will be provided, unless otherwise determined by the Blazers in its sole discretion. After an account is opened it becomes non-transferable, unless determined otherwise by the Blazers in its sole discretion. Only the first name listed on any Blazers Ticket account will be recognized as the account owner (except with regard to explicitly-identified corporate accounts for which the Blazers may allow authorized persons to be added by the account owner).

7. Ticketholder Conduct. Any use of a Ticket is subject to the rules, regulations, and Fan Code of Conduct established by the National Basketball Association, Rip City Management LLC and the Blazers (collectively, the "Arena Entities"), including, but not limited to, the terms printed on the back of each Ticket (collectively, the "Ticket Rules"). Upon violation of a Ticket Rule, any Arena Entity will have the right to revoke the Ticket and eject the holder, and in addition, such violation may result in cancellation of the related account. You acknowledge and agree that you will be solely responsible for the conduct of anyone you provide a Ticket to or anyone you provide access to your account.

8. Collection of Game Data. 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.

9. Assumption of Risk/Waiver of Liability. By using any Ticket, you voluntarily assume all risk and danger of personal injury (including death) and all hazards arising from, or related in any way to, such use, whether occurring prior to, during, or after the event, howsoever caused and whether by negligence or otherwise, and you hereby agree to indemnify and hold harmless each Arena Entity from any claim on account of any injury or damage that you may suffer.

10. Post-season Tickets and future seasons. Post-season Ticket purchase opportunities and Ticket renewal privileges are extended at the discretion of the Blazers. Purchase or renewal of any Ticket does not guarantee rights to future purchase opportunities, nor does it include rights with regard to a specific seat location for post-season or any future season.

11. Severability. You agree that the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

12. Choice of Law. This Agreement will be governed by the laws of the State of Oregon, without regard to choice of law principles, and that the venue for any dispute relating to this Agreement will be in a duly authorized court located within Multnomah County, Oregon.