

DALLAS STARS ACCOUNT HOLDER TERMS AND CONDITIONS

2021-2022 NHL Season

This agreement by and between DSE Hockey Club, L.P. (“Dallas Stars”) and Account Holder, as defined below, governs Account Holder’s purchase of tickets for admission and seating (each a “Ticket”) to attend Dallas Stars games, as set forth in Section 2. By tendering payment to Dallas Stars and/or accepting a Ticket, account holder (“Account Holder”) signifies acceptance of and agreement to be bound by the following terms and conditions (the “Terms”). For purposes of these Terms, “Account Holder” is defined as any individual or corporate entity that agrees to purchase a (i) full-season package (a “Full-Season Package”), a (ii) half-season package (a “Half-Season Package”), and/or (iii) any other multi-game package, including mini-game plans, as defined by the Dallas Stars (a “Other Multi-Game Package”). A Full-Season Package, Half-Season Package, and Other Multi-Game Package, including mini-game plans also referred to herein collectively as a “Ticket Package”.

You, the Account Holder, acknowledge and agree to the following:

1. All Sales are Final; No Refunds or Exchanges. Account Holders are not entitled to any refunds, exchanges, or cancellations on their account (“Account”), including without limitation, in the case of inability of or failure by Account Holder to use any or all of the Tickets. Payment must be timely made on or before the agreed upon payment plan dates. Delivery of Tickets shall be made by September 20th prior to the Season, and only upon receipt by the Dallas Stars of full payment of all monies currently due in connection with the applicable Account, provided that credits on an Account Holder’s Ticket Package account from the 2020-2021 season may be applied to the payment plan selected by that Account Holder for the 2021-2022 season as stated in Section 4 herein.

2. Revocable License. Each Ticket featured as a part of a Ticket Package is a revocable license issued by the Dallas Stars to the individual or the corporate entity listed on the Account of record. A Ticket entitles the holder to admission to National Hockey League (“NHL”) regular season home games of the Dallas Stars for the 2021-2022 season (the “Season”) presented by DSE Hockey Club, L.P., and played at the American Airlines Center (the “Arena”). Breach of any of these Terms shall entitle the Dallas Stars to all legal remedies available to it, including, without limitation, revocation or cancellation of the applicable Account. The Dallas Stars reserve the right to refuse to sell tickets to any individual or to any entity for any lawful reason.

3. Payment Plan Terms. The following terms are applicable to each Account and each Account Holder agrees to the following by agreeing to purchase a Dallas Stars’ Ticket Package:

I, the Account Holder, hereby authorize the Dallas Stars to process payment of the balance according to my payment plan election outlined and agreed to by me in my agreement with the Dallas Stars to purchase a Ticket Package or selected and agreed to by me during my ticket renewal process for my Account. I further authorize the Dallas Stars to automatically charge my credit card, debit card, or to initiate deductions from the account specified by me, per the terms

and conditions of the agreement between the Dallas Stars and me, in order to process the payment plan. I agree that no prior notification will be provided unless the date or amount of the payment changes, in which case notice will be provided a minimum of ten (10) days in advance of payment. I understand that if I cancel this authorization, such cancellation does not relieve me of my payment obligations under my agreement to purchase a Dallas Stars Ticket Package (please contact your financial institution regarding your right to cancel automatic payments). Please retain a copy for your records.

I understand that my payment plan agreement with the Dallas Stars will be made at the time of purchase and/or renewal of my Ticket Package, and I may request a copy of my payment plan terms from the Dallas Stars after the time of purchase and/or renewal requesting that the Dallas Stars provide such payment plan terms within two (2) business days of my request.

The payment plan agreement is subject to the terms of the Truth in Lending Act (TILA). I hereby acknowledge my awareness that (i) I am not being assessed a finance charge for participating in the payment plan; (ii) the balance is not subject to any assessed interest; (iii) I am not subject to any pre-payment penalty for paying the balance in advance of the designated payment plan dates; and (iv) late payment plan payments are subject to the Terms. I hereby further acknowledge that I have been provided with all necessary information relating to the purchase of the Dallas Stars Ticket Package and my participation in the payment plan, and that Dallas Stars have my express authorization to process payment of the balance and the payment plan as outlined and agreed to by me at the time of purchase and/or renewal of my Dallas Stars Ticket Package. Should I have any questions regarding this transaction as it relates to TILA, I have been advised that I should contact legal counsel.

4. Partial Payments. Account Holder acknowledges that partial payment of the Account balance or use of any of the Account Tickets indicates acceptance of these Terms and constitutes a legal obligation on the part of Account Holder to remit the entire Account balance. Any partial payments received by the Dallas Stars or any of its affiliates are not refundable. For Account Holders that are set-up on installment payment plans, in the event that such Account Holder fails to timely make any required payments, the Account Holder shall be considered in breach of this Agreement and the Dallas Stars may exercise the termination rights set forth in Section 6. Account Holders who have approved credit on their Stars Ticket Holder Account from their 2020-2021 season Ticket Package may apply any such remaining credit to the payment plan selected by them for the 2021-2022 season in a manner approved by the Stars (i.e., credit from the 2020-2021 season will be applied to the total payment plan balance and the remaining balance will be spread across the selected payments within the payment plan). In addition to any remedies set forth in Section 6, the Dallas Stars reserve the right to charge a processing fee in the event that an authorized charge is refused by Account Holder's financial institution for any reason. In the event that the Dallas Stars (or any of its affiliates) incur any fee/expense associated with the collection of any outstanding Account balance from Account Holder, Account Holder shall be liable for all such expenses (including, without limitation, attorney's fees, court costs, and collection agency fees) incurred by the Dallas Stars or its affiliates.

5. Resale Limitations. The Dallas Stars acknowledge that Account Holders may not be able to use each of the Tickets in their Account. The Account Holder acknowledges that the spirit of

being an Account Holder is not to generate financial gain or benefits for the Account Holder, but rather is rooted in a desire to support the Dallas Stars. As such, the Account Holder acknowledges that his/her resale and/or trade activity may be monitored and tracked by the Dallas Stars, and, in the event that the Account Holder sells, attempts to sell, or engages a third party to sell on his/her behalf a majority of the Account Tickets, Account Holder shall be considered in breach of this Agreement.

6. Default/Termination. Upon breach of this Agreement, and in addition to any other remedies, the Dallas Stars, at its sole option, may do any one or more of the following: (i) immediately suspend or cancel an Account Holder's privileges (including refusal by the Dallas Stars to honor any Account tickets and restriction of entry to the Arena), (ii) retain any amounts paid to the Dallas Stars, including for any unplayed Dallas Stars games, and (iii) terminate and/or suspend the Account and require Account Holder to pay the balance as it relates to any Dallas Stars game that predate the date of Account termination/suspension and/or any unplayed but resold tickets. Following the exercise of any termination right in this Section 6, the Dallas Stars shall have no further obligation to the Account Holder, whether under this Agreement or otherwise (including, without limitation, forfeiting any interest, if any, in any playoff tickets).

7. Renewal.

(A) Full-Season Packages. This Agreement (and Account Holder's commitment to purchase the Full-Season Package for the subsequent NHL Season) will automatically renew for one (1) additional NHL Season (each a "Renewal Term") upon the prevailing terms and conditions as set by the Dallas Stars unless Account Holder cancels their Account (as more fully described below). Thereafter, this Agreement will continue to automatically renew unless Account Holder exercises their right to opt-out of the auto-renew process (as more fully described below). Such terms and conditions, which will include the price of the Full-Season Package for the subsequent NHL Season, will be provided to Account Holder in advance and Account Holder will receive at least twenty-one (21) calendar days to decide if Account Holder would like to purchase the Full-Season Package on the prevailing terms and conditions or cancel Account Holder's Account. **As part of the renewal process, Account Holder will be required to provide the Dallas Stars with written notice of its intent to opt-out of a Renewal Term, utilizing the Dallas Stars' then-current opt-out process which may be online, or Account Holder's Account will be automatically renewed for the corresponding Renewal Term with no further action required by Account Holder or the Dallas Stars.** Time is of the essence with respect to all dates provided by the Dallas Stars. If Account Holder affirmatively declines to renew the Full-Season Package, all of Account Holder's rights, titles and interest in and to the specific seat locations corresponding to the Tickets as well as other rights, titles and interested extended to Account Holder as a Full-Season Package Account Holder, shall be terminated and forfeited back to the Dallas Stars with no compensation due to Account Holder no future obligation with respect to those specific seats.

(B) Half-Season and Multi-Game Packages. Neither party has the right or obligation to renew this Agreement. Notwithstanding the foregoing, the Dallas Stars may, in the Dallas Stars' sole discretion, and provided that the Account is in good standing, offer

Account Holder a right of priority with respect to the renewal or repurchase of a Ticket Package. In order to participate in the renewal option, the Account Holder must (i) communicate in writing their desire to renew their Account seats to their designated Account representative (subject to any deadlines imposed by the Dallas Stars), (ii) pay the initial payment installment, and (iii) not otherwise be in default. Time is of the essence with respect to all dates provided by the Dallas Stars for renewal or repurchase of a Ticket Package. If Account Holder fails to exercise any right to renew or repurchase a Ticket Package by the deadline imposed by the Dallas Stars, all of Account Holder's rights, titles and interest in and to the specific seat locations corresponding to the Tickets as well as other rights, titles and interest extended to Account Holder, shall be terminated and forfeited back to the Dallas Stars with no compensation due to Account Holder with no future obligation with respect to those specific seats.

8. Relocation Election. Without in any way limiting its rights, the Dallas Stars may, in the Dallas Stars' sole discretion, offer Account Holder, provided that the Account is in good standing and subject to the terms and conditions imposed herein and/or in any targeted formal communication from the Dallas Stars, the opportunity to participate in a "Relocation Election", wherein Account Holder may, subject to Account Holder's priority ranking, elect to relocate, increase, or otherwise modify their Account seats. In order to participate in the Relocation Election, Account Holder must timely (i) communicate in writing their desire to renew their Account seats to their designated Account representative (subject to any deadlines imposed by the Dallas Stars), (ii) pay the initial payment installment, and (iii) not otherwise be in default. Following timely renewal by the Account Holder, the Dallas Stars may provide the Account Holder the option to participate in a Relocation Election. The Dallas Stars covenant to use good faith in establishing the priority ranking and in executing the Relocation Election. Notwithstanding the foregoing, the Account Holder hereby acknowledges that the Dallas Stars, at its discretion, reserve the right to modify, alter, or otherwise cancel the Relocation Election program and/or to restrict the inventory available for the Relocation Election. Furthermore, the Account Holder hereby acknowledges that any renewal privilege referenced herein is extended solely at the option of the Dallas Stars and is subject to revocation at any time.

9. Transfer of Account. Except in the case of a transfer to an immediate family member (defined hereunder as a spouse, father, mother, son or daughter), Account Holders do not have the right to transfer their Account seats to another individual or entity. In the event that Account Holder desires to transfer their Account to another individual or entity, Account Holders shall submit a written request to the Dallas Stars for consideration by the Dallas Stars. The determination of whether to grant, withhold, condition, or deny the request may be made at the discretion of the Dallas Stars. In the event that such a transfer is granted, the Account Holder shall comply with all reasonable procedures required by the Dallas Stars to effectuate the transfer. Notwithstanding the foregoing restrictions, an Account Holder may, under the following limited circumstances and following a receipt of a written request by the Dallas Stars from Account Holder, modify the name on the Account following: (i) a legal name change; (ii) a change in marital status; (iii) a change of the legal business name of the business listed on the Account; (iv) dissolution of the business listed on the Account; (v) sale of the business listed on the Account; (vi) or death of the Account Holder of-record on the Account (each a "Justified Account Name

Change”). In order to facilitate a Justified Account Name Change, the Dallas Stars may require reasonable proof from the Account Holder (e.g., in the case of a legal name change, Account Holder may be required to furnish documentation from the Social Security Administration evidencing such formal name change).

10. ADA Accessible Seating. Designated accessible locations in the Arena are reserved for guests who require disability accommodations. The Arena provides wheelchair accessible seating in designated locations and no permanent fixed chair will be provided for these locations. Only those requiring wheelchair accessible seating and their companions may use the seating in designated locations for wheelchair accessible seating. Additional companion seats may be purchased for nearby seating locations, subject to availability. The Arena also provides semi-ambulatory seating for guests who require disability accommodations but do not require wheelchair accessible seating. Subject to applicable law, Account Holder acknowledges that he/she may be required to represent and warrant, in writing, to the Dallas Stars that ADA Accessible seating is legitimately warranted. Should an Account Holder not require the disability accommodation provided in the location for which a Ticket is issued, the Dallas Stars may exchange the Ticket(s) for alternate seat locations determined solely by the Dallas Stars, subject to availability.

11. No Right to ‘Split’ Account. Account Holder is expressly prohibited from ‘splitting’ the Account seats to capitalize on promotional initiatives or offers from the Dallas Stars or any of its affiliates or related entities.

12. Eliminated Seats; Relocation Offer. In the event that any seats featured in any Account are eliminated from the Dallas Stars’ available ‘to be sold’ inventory (for instance, due to any Arena renovations, any seat layout restructuring mandated by the NHL, seating capacity limitations due to governmental or health authority regulation or order, or NHL rule, regulation or health and safety protocol), or in the event that any such Account Holder seats otherwise become unavailable due to any reason other than bad faith on the part of the Dallas Stars (a “Dislocated Account Holder”), the Dallas Stars may offer such Dislocated Account Holder an option to opt in to games under their 2020-2021 Ticket Package and the Account Holder can then elect to have credits for any games that were not selected roll over into their Ticket Package for the Dallas Stars 2021-2022 season (the “Rollover Program. Following receipt of a Rollover Program from the Dallas Stars, the Dislocated Account Holder shall respond promptly to the Dallas Stars with its election (to participate in the Rollover Program by either (i) opting in to all Dallas Stars 2020-21 regular season home games, (ii) opting into a Half Season plan for the season, (iii) opt in for mini-plan and single ticket options, or (iv) opting out of attending games in 2020-21 and roll all credits into 2021-22 plan). in When the Dislocated Account Holder determines which of the four options in the Rollover Program they would like to elect, the parties shall finalize the terms of such Account Holder seats. The Account Holder hereby agrees and acknowledges that its exclusive remedy in the case of a dislocation as outlined in this Section 12 shall be the four options contained in the Rollover Program.

13. Dallas Stars Playoffs. In the event that the Dallas Stars qualify for the NHL playoffs, tickets to any such playoff home games are at an additional cost above and beyond the Account fees for the regular-season. The Dallas Stars will communicate playoff ticket options (and the

corresponding pricing structure) to each Account Holder prior to the end of the then-current regular season. The Account Holder shall have a designated response time to either accept or reject any offered playoff tickets (the “Acceptance Deadline”). **Full-Season Account Holders** may be provided, at the Dallas Stars’ sole discretion, the opportunity to purchase playoff tickets for their regular-season seat locations for each playoff home game (same quantity, same location). In the event that Dallas Stars offer such playoff tickets and such Full-Season Account Holder desires purchasing the playoff tickets, the Full-Season Account Holder shall timely comply with the Acceptance Deadline. **Half-Season Account Holder’s** and **Other Multi-Game Package Account Holders** may be provided, at the Dallas Stars’ sole discretion, the opportunity to purchase playoff tickets for each home playoff game either as multi-game playoff packages or single game tickets prior to the general public. In the event that the Dallas Stars offer such playoff tickets and such Half-Season Account Holder or Other Multi-Game Package Account Holder desires purchasing the offered playoff tickets, the Half-Season Account Holder or Other Multi-Game Package Account Holder shall timely comply with the Acceptance Deadline.

In the event that the Account Holder does not timely accept the playoff ticket offer, the Dallas Stars shall have no further obligation to Account Holder in connection with such playoff tickets and the Dallas Stars may, at its discretion, sell the tickets to a third party. It is further understood that: (i) playoff tickets for the Full-Season Account Holder seats on account will be made available on a ‘complete package’ basis only (meaning, Full-Season Account Holder’s will be required to purchase the tickets for each home playoff game); (ii) Full-Season Account Holder’s will be charged only for the number of games that are played each round (e.g., if only two homes games are played in round 2, the Full-Season Account Holder’s will be charged for two games that round); (iii) playoff fees are due in accordance with invoice terms, and (iv) only Full Season Account Holders, will be provided the first right of refusal to purchase their regular-season seat locations for each playoff home game (same quantity, same location). The Dallas Stars reserve the right to require payment in-full for any playoff tickets prior to the start of the playoffs. Single playoff game tickets are not guaranteed to be made available to Account Holders.

14. WAIVER, ASSUMPTION OF RISK, AND RELEASE OF LIABILITY. ACCOUNT HOLDER RECOGNIZES AND ACKNOWLEDGES THAT HIS/HER ADMISSION TO THE ARENA IS VOLUNTARY AND MAY RESULT IN PERSONAL INJURY AND/OR PROPERTY DAMAGE (INCLUDING DEATH). ACCOUNT HOLDER ASSUMES ALL RISKS INCIDENTAL TO HIS/HER ATTENDANCE AT THE GAME/EVENT, INCLUDING, WITHOUT LIMITATION, THE RISK OF PERSONAL INJURY (WHETHER CAUSED BY PUCKS, STICKS, OTHER OBJECTS, OR OTHER PERSONS/PATRONS) AND/OR THE RISK OF LOST, STOLEN, OR DAMAGED PROPERTY, ILLNESS AND ALL OTHER HAZARDS RELATED TO THE GAME AND ATTENDING THE VENUE FOR WHICH TICKET IS ISSUED, WHETHER SUCH RISK OCCURS PRIOR TO, DURING, OR SUBSEQUENT TO THE APPLICABLE GAME/EVENT, INCLUDING SPECIFICALLY BUT NOT EXCLUSIVELY, THE DANGER OF INJURY BY HOCKEY PUCKS, STICKS AND OTHER EQUIPMENT, BY SPECTATORS OR PLAYERS, OR BY THROWN OBJECTS, AS WELL AS EFFECTS RELATED TO THE NOVEL CORONAVIRUS, COVID-19, WHICH HAS BEEN DECLARED A WORLDWIDE PANDEMIC BY THE WORLD HEALTH ORGANIZATION, IS EXTREMELY CONTAGIOUS, AND IS BELIEVED TO BE SPREAD MAINLY FROM PERSON-TO-PERSON CONTACT AND THE RISK OF WHICH CANNOT BE ELIMINATED

BY PRECAUTIONS, AND AGREES THAT (I) DSE HOCKEY CLUB, L.P., (II) CENTER OPERATING COMPANY, L.P., (III) DALLAS SPORTS & ENTERTAINMENT, L.P., (IV) THE CITY OF DALLAS, (V) THE NATIONAL HOCKEY LEAGUE (“NHL”), (VI) THE MEMBER CLUBS OF THE NHL, (VII) NHL ENTERPRISES, L.P., (VIII) THE NHL PLAYERS’ ASSOCIATION, AND (IX) CURRENT AND FORMER NHL PLAYERS AND PERSONNEL, AND EACH OF THE FOREGOING ENTITIES’ RESPECTIVE AFFILIATES, PARENTS, RELATED ENTITIES, OWNERS, GOVERNORS, OFFICERS, DIRECTORS, PARTNERS, PRINCIPALS, ATTORNEYS, EMPLOYEES, AND AGENTS (TOGETHER, THE “ENTITIES”) ARE EXPRESSLY RELEASED BY ACCOUNT HOLDER FROM ANY AND ALL CLAIMS ARISING FROM OR RELATING TO SUCH CAUSES OR OTHERWISE OCCURRING AT OR IN CONNECTION WITH AN ARENA EVENT, INCLUDING BUT NOT LIMITED TO, A DALLAS STARS GAME.

15. Limitations and Conditions of Use.

A. Compliance with Laws and Venue Rules. Account Holder will be bound by all terms and conditions upon which the Tickets for admission to the Arena are issued and will observe at all times the rules, regulations, policies and limitations related to admission, behavior, and use of the Arena, including those intended to prevent and/or control the spread of COVID-19 through personal precautions, social distancing measures, and/or contact tracing, as they may be modified from time to time (the “Arena Rules”), and all applicable laws, statutes, rules, regulations, decisions, and orders of any applicable federal, state or local governments, administrative agencies and commissions (collectively, “Laws”), and the reasonable instruction of any Arena or Dallas Stars employee. The Dallas Stars and Arena reserve the right to refuse admission, eject, and/or revoke the right to enter or remain in the Arena, without refund, for anyone failing to comply with the applicable Arena Rules or Laws or engaging in any misconduct, as determined by the Dallas Stars or Arena in its sole discretion. Account Holder shall cause all of its guests using Tickets of Account Holder’s privileges to observe and comply with all Laws, Arena Rules, and the reasonable instruction of any Arena or Dallas Stars employee. Account Holders will be held responsible for the acts of Account Holder’s guests.

B. Fan Behavior. Any Account Holder or ticket holder that behaves in an unruly or disruptive manner at the Arena or during an Account Holder event, including, without limitation, failure to follow Arena Rules, Laws, reasonable instruction from any Arena or Dallas Stars employee, aggressive or foul language, intoxication, physical or verbal harassment of Arena employees or Dallas Stars employees, or physical or verbal abuse of Arena employees, Dallas Stars employees, other fans, game officials, players, or coaches either during, before, or after a game may be asked to leave the Arena or the Account Holder event. In the event that an Account Holder (or any individual to whom the Account Holder has given/sold his tickets) engages in such unruly behavior, the Dallas Stars reserve the right to terminate the applicable Account Holder Account without refund or other compensation to the Account Holder of-record, in accordance with these Terms and NHL policy.

C. Usage of Image. The Dallas Stars, the NHL, each of their respective related entities and agents, sponsors, and licensees shall have the unrestricted right and license to use the image, likeness, name, voice, comments, or other proprietary or public rights of Account Holder and any

minor accompanying Account Holder, in any broadcast, telecast, photograph, video, audio sound, audiovisual feature and/or other recording taken at the Arena or in connection with any event being presented at the Arena, for all purposes, worldwide and in perpetuity, and in any and all media, whether now known or hereinafter developed, without compensation to Account Holder or any minor accompanying Account Holder.

D. Account Holder Conduct Restrictions. By use of any Account Ticket, the Account Holder agrees that (i) he or she will not transmit (or aid in transmitting) any information about the game/event to which Account Holder is granted admission, including, but not limited to, any account, description, picture, video, text, audio, reproduction, or other information concerning the event, the Arena, or the Dallas Stars (collectively, the “Event Information”); (ii) the Dallas Stars, the National Hockey League, and any featured corporate sponsor/partner, each as applicable, shall be deemed the exclusive owner of any and all copyrights and other proprietary rights in the Event Information; and (iii) Account Tickets may not be used for advertising, promotion (including contests and sweepstakes), or other commercial purposes without the prior written consent of the NHL and/or the Dallas Stars, as applicable.

E. Searches. Account Holder and any guest accompanying Account Holder consents to searches by the Dallas Stars, the Arena, and/or their designated agents of all persons, bags, clothing and other articles prior to entry into the Arena, and each of the aforementioned entities reserve the right to require removal of items it deems, in such entity’s sole discretion, to be potentially dangerous, inflammatory, inappropriate, or otherwise in violation of the Arena Rules.

F. Personal Property. The Dallas Stars and the Arena are not responsible for loss of personal property brought into the Arena.

16. No Liability for Financial Damages to Account Holder. Under no circumstances shall the Dallas Stars (or any of its affiliates or related entities) be liable to Account Holder (or any of its agents or assigns) for any indirect, special, or consequential damages of any kind resulting from the Dallas Stars’ alleged breach of these Terms or any corresponding agreement.

17. Reservation of Rights. The Dallas Stars reserve the right, in their sole discretion, to amend, revise, update, or modify any policies, pricing, or procedures relative to Account Holder accounts upon notice to the Account Holder of record. Ticket sales in future seasons are subject to any changes, limitations, and/or deadlines that the Dallas Stars may adopt. The purchase of a Ticket Package for one season does not entitle a season ticket holder to purchase season tickets in any subsequent year or season.

18. League Special Events. The Account Holder acknowledges and agrees that Tickets being purchased hereunder are solely for the 2021-2022 NHL regular season games presented by the Dallas Stars and played at the Arena, and for the avoidance of doubt, shall not include tickets, or the right to purchase tickets, to any other event or game, including, but not limited to, any NHL European Global Series Games, NHL China Games, NHL Winter Classic, NHL Heritage Classic, NHL Stadium Series, NHL All Star or NHL Draft event (“League Special Event”) held in the Dallas Stars’ market or hosted by the NHL at the Arena or otherwise in which the Dallas Stars participates.

19. Preemption. Account Holder acknowledges and agrees that the Dallas Stars and/or NHL may cancel, postpone, reschedule or relocate games or events for any reason (e.g. move a regular season game of the Dallas Stars from the Arena to an alternate venue for the purposes of playing a League Special Event or due to any reason relating to or arising out of COVID-19, pandemic, endemic, virus or any health authority regulation, order, decree or due to any NHL health and safety protocol), 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 NHL games and events (“Preemption”). In the event that any game or event for which Tickets have been sold to the Account Holder is not played or presented in the Arena for any reason, including, but not limited to, Preemption, such event shall in no way be deemed, argued or construed to be a breach by the Dallas Stars of any terms, conditions, agreement or any other duties or obligations in connection with the sale and use of these Tickets and, in such event, the Account Holder’s sole remedy shall be a pro-rata account credit, which may be eligible to be rolled over into a Ticket Plan for the following season under the Rollover Program, or refund equal to the price paid for these Tickets as specified in the ticket invoice, and the Account Holder hereby waives and releases any and all claims it may have against the Dallas Stars and/or the NHL with respect to such game(s) or event not played or presented at the Arena.

20. Waiver and Severability. No delay of or omission in the exercise of any right, power or remedy accruing to the Dallas Stars under these Terms shall impair any right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power, or remedy. In case any provision of these Terms shall be invalid, illegal or unenforceable, such provision shall be severed from these Terms. The validity, legality and enforceability of the remaining provisions of these Terms shall not in any way be affected or impaired thereby and a reasonable interpretation will be used to replace any ambiguity therein created.

21. Governing Law and Venue. This agreement will be governed by and construed in accordance with the laws of the state of Texas without regard to conflict of laws principles. The exclusive venue for any dispute arising hereunder shall be in Collin County, Texas.

22. Privacy Policy. I acknowledge and accept that the Dallas Stars and/or its affiliates will retain my personal data in connection with this Agreement. Any use of personal data will be in accordance with, and subject to, the Dallas Stars privacy policy, found here: <https://www.nhl.com/stars/team/privacy-policy>, as may be amended from time to time.

Any violation of these Terms shall be cause for suspension or termination of the Account by the Dallas Stars. Following any such suspension or cancellation by the Dallas Stars, the Dallas Stars may, at its discretion, reassign the Account Holder’s rights without further obligation to the original Account Holder. Notwithstanding the foregoing, the Account Holder shall remain liable for any outstanding financial obligations associated with the Account.

[END OF TERMS]