

## **Jets Rewards Terms & Conditions (the “Conditions”)**

The Winnipeg Jets loyalty rewards program (“Jets Rewards”) is operated by the Winnipeg Jets Hockey Club Limited Partnership (the “Jets”). Participants (as defined herein) who collect or redeem points based on the Jets Rewards point system (“Jets Points”) agree that they have read and understand the Conditions and agree to abide and be bound by the Conditions and the Privacy Policy (<https://www.nhl.com/jets/info/privacypolicy>) which may be modified by the Jets from time to time. The Jets are the sole entity responsible for administrating Jets Rewards and the decisions of the Jets are final and binding in all respects relating to Jets Rewards.

### **PARTICIPATION:**

All Season Seat Holders, Season Seat Share Partners and Jets Wait List Members are automatically eligible to participate in Jets Rewards (each a “Participant”) using their Winnipeg Jets Account Manager (the “Account”). Participants may opt out of Jets Rewards by advising the Jets in writing that they do not wish to participate in Jets Rewards.

Participants are responsible for protecting their Account, passwords, and security questions relating to their Account, and are responsible for any use of their Account in violation of these Conditions.

Each Participant is responsible for any activities carried out using his or her Account, whether by the Participant himself or herself, or by any other person. If a Participant’s Account is hacked, he or she is responsible for notifying the Jets. The Jets cannot be held liable for purchases or transactions performed on the Account between the time the Account is hacked and the time the Jets deactivate the Account, it being understood that Jets will deactivate the Account within a reasonable period of time after the Jets receive written notification from the Participant to the effect that his or her Account has been hacked.

### **JETS POINTS:**

Participants in Jets Rewards will accumulate Jets Points based on the Jets Rewards point system and may redeem their Jets Points for various rewards through either fixed value or rewards auction formats. Jets Points have no monetary value whatsoever and cannot under any circumstances form the basis of a monetary claim against the Jets.

#### **a) Investment Jets Points:**

Season Seat Holders (also referred to as Primary Account Holders pursuant to a Seat Holder Agreement) will be awarded investment Jets Points attributable to payments made for Jets season seats pursuant to a Seat Holder Agreement. Investment Jets Points will be awarded only to the Primary Account Holder and not to any other individual or entity, including but not limited to a Season Seat Share Partner who has paid, in part or in full, for Jets season seats pursuant to a Seat Holder Agreement. Investment Jets Points may be transferred by a Season Seat Holder to their Season Seat Share Partner(s) in the sole discretion of the Season Seat Holder. A Season Seat Share Partner who has received investment Jets Points from a Season Seat Holder may transfer any or all of such investment Jets Points back to the Season Seat Holder or to any other Season Seat Share Partner(s) within the same Account, in their sole discretion. The Jets will not be held

responsible for any investment Jets Points transactions between the Primary Account Holder and Season Seat Partners.

- b) Actionable Jets Points:** Season Seat Holders, Season Seat Share Partners and Jets Wait List Members can accumulate actionable Jets Points based on the Jets Rewards points system. Participants must complete an affirmative action to collect actionable Jets Points. For example, Participants may earn actionable Jets Points by entering a Jets Game Bonus Code, from JetsTV, TSN Jets Broadcast and Podcast, into their Account and claiming the actionable Jets Points. A Season Seat Holder and Season Seat Share Partner(s) within the same Account may transfer actionable Jets Points to one another. Actionable Jets Points accumulated by a Jets Wait List Member may not be transferred to, or redeemed by, any other party.

Except as expressly provided for herein, Jets Points, rewards or any other benefits cannot be assigned, traded, sold or otherwise transferred or disposed of (other than with the consent of the Jets in their sole discretion) and any assignment, trade, sale, transfer or other such disposition in violation of the Conditions will be void and may, in the sole discretion of the Jets, result in the cancellation of the affected Jets Points, reward or benefit, as the case may be.

The number of Jets Points required to claim rewards or benefits are determined by the Jets. The Jets reserve the right to change the number of Jets Points required for a reward or benefit based on the increase in retail value of that reward or benefit, and to limit, modify or cancel any reward or benefit or the number and types of rewards or benefits available.

If Participant returns a purchase for which they earned Jets Points, the Jets may, at its sole discretion, deduct the number of Jets Points earned for said purchase from the balance of the Jets Points in the Account. If Participant is partially reimbursed for a purchase for which they earned Jets Points, the Jets may, at its sole discretion, deduct the number of Jets Points earned which represents the amount of the reimbursement Participant received.

If a Participant believes that the number of Jets Points in their Account is in error, the Participant must advise the Jets within thirty (30) days from the date the Participant believes the Jets Points should have been issued otherwise the number of Jets Points in the Participant's Account will be deemed to be correct, except for excess Jets Points improperly recorded in it. In the case of excess Jets Points being improperly awarded to the Participant's Account, the Jets reserve the right to remove the excess points from the Account.

**REWARDS:**

Potential rewards can be viewed in the Jets Rewards catalogue available via [www.winnipegjets.com/jetspasshq](http://www.winnipegjets.com/jetspasshq). The descriptions of rewards appearing in the Jets Rewards catalogue, in Jets Rewards advertising or elsewhere are believed to be correct. Notwithstanding the foregoing, any such reward descriptions do not constitute a warranty either express or implied. Rewards appearing in the Jets Rewards catalogue, in Jets Rewards advertising, or elsewhere, shall be subject to availability. From time to time, it may become necessary to withdraw rewards from the Jets Rewards catalogue after they are listed and the Jets reserve the right to do so at any time and for any reason.

Upon redemption of Jets Points, a Participant must collect their reward within six (6) months of the date of redemption. After the expiration of six (6) months, the Jets shall have no obligation to provide the reward and the Participant will be deemed to have forfeited the reward without further notice. Any forfeited awards will be treated as being void without compensation and the Jets will not be liable for any forfeited rewards.

**SELECTION/BID IS A CONTRACT:**

As a Participant, placing a bid in a rewards auction or selecting a fixed value reward creates a binding contract between the Participant and the Jets and the bid or selection cannot be retracted by the Participant. Once a selection is made for a fixed value reward, the Jets are authorized to deduct the corresponding number of Jets Points from the Participant's Account. Once a bid is made for a rewards auction reward, and it is deemed by the Jets to be the winning bid, the Jets are authorized to deduct the corresponding number of Jets Points from the Participant's Account. The Jets reserve the right to reject any selections or bids in their sole discretion.

**BIDDING PROCESS FOR ONLINE AUCTION FORMAT:**

The winning bid for rewards auction rewards shall be designated at the close of bidding for each reward and shall be designated in the sole discretion of the Jets. No Jets Points will be permanently deducted from a Participant's Account until after the bidding is closed for a given reward for which the Participant is the successful bidder. A Participant may only place a bid for a rewards auction reward if they have a sufficient number of Jets Points in their Account.

**CONFIRMATION OF SELECTION/SUCCESSFUL BID:**

A Participant who has selected a fixed value reward or who is the winning bidder for a rewards auction reward will receive a statement via electronic mail notifying them of the reward(s) they have secured and the corresponding number of Jets Points that have been deducted from their Jets Rewards account.

**PROGRAM CONDITIONS:**

The Jets specifically reserve the right to revise the Conditions and/or amend, alter, withdraw or terminate Jets Rewards (and/or any aspect thereof including rewards, benefits or privileges thereunder), in whole or in part, at any time without notice for any reason, without liability, and in their sole discretion. Any such changes may affect Jets Points which a Participant has already accumulated as well as any future accumulation of Jets Points. It is the Participant's responsibility to review and remain current with the Conditions during their participation in Jets Rewards. The most recent version of the Conditions, as may be amended from time to time, shall govern Jets Rewards.

The Jets reserve the right to unilaterally amend all or part of Jets Rewards at any time and in their sole discretion.

Participation in Jets Rewards is a privilege that can be revoked by the Jets in their sole discretion at any time and without compensation, including without limitation: (i) in the event of a breach by a Participant of any of the Conditions; (ii) in the event a Participant commits fraud or misrepresents any information; or (iii) in the event of any other action or inaction by a Participant that is deemed by the

Jets, in their sole discretion, to be deleterious to the Jets or to Jets Rewards. In the event that a Participant's participation in Jets Rewards is revoked in accordance with the foregoing, the Jets, in their sole discretion, may treat any Jets Points accumulated by a Participant as being void without compensation.

In the event that a Seat Holder Agreement is terminated by the Jets as a result of any breach of the terms therein, or in the event that that a Season Seat Holder or any party associated with the Season Seat Holder's season seat account breaches the Conditions, in addition to any remedies set out in the Seat Holder Agreement and any other remedies available to the Jets at law or in equity, the Jets may, in their sole discretion, treat any Jets Points accumulated by the Season Seat Holder and/or accumulated by or transferred to related Season Seat Share Partners, as being void without compensation. The accumulation of Jets Points shall cease as of the date of termination.

In the event that Jets Rewards is withdrawn or terminated by the Jets for any reason, no further Jets Points shall be available to be accumulated by Participants as of the date of such withdrawal or termination of Jets Rewards and Participants shall have forty-five (45) days from the date of such withdrawal or termination of Jets Rewards to redeem their Jets Points for available rewards. Any Jets Points accumulated but not redeemed within the above-referenced forty-five (45) day time period shall be treated as being void without compensation and the Jets will not be liable for any unredeemed Jets Points.

In the event that a Season Seat Holder elects to not renew their Seat Holder Agreement at the end of its term as set out in the Seat Holder Agreement (the "Term"), the Season Seat Holder and any related Season Seat Share Partners shall have until the end of the Term to redeem their Jets Points for available rewards. Any Jets Points accumulated but not redeemed by the end of the Term shall be treated as being void without compensation and the Jets will not be liable for any unredeemed Jets Points.

In the event that a Season Seat Holder elects to transfer all of their rights under their Seat Holder Agreement, the Season Seat Holder and any related Season Seat Share Partners shall have until June 30<sup>th</sup> of the year in which the transfer was approved by the Jets to redeem their Jets Points for available rewards. Any Jets Points accumulated but not redeemed by June 30<sup>th</sup> of the year in which the transfer was approved by the Jets shall be treated as being void without compensation and the Jets will not be liable for any unredeemed Jets Points.

In the event that a Season Seat Share Partner is removed from a Jets season seat account by a Season Seat Holder for any reason, the Season Seat Share Partner's ability to earn and accumulate Jets Points shall immediately cease and they shall have forty-five (45) days from the date they are removed from the Jets season seat account to redeem their Jets Points for available rewards. Any Jets Points accumulated but not redeemed within the forty-five (45) day time period shall be treated as being void without compensation and the Jets will not be liable for any unredeemed Jets Points.

Jets Points accumulated by a Season Seat Holder, Season Seat Share Partner or Jets Wait List Member shall expire on the last day of the month in which the three (3) year anniversary of when they were accumulated falls. For example, unredeemed Jets Points accumulated on January 15, 2017 will expire on January 31, 2020. Jets Points may expire without further notice. Any expired Jets Points shall be treated

as being void without compensation and the Jets will not be liable for any expired Jets Points.

**INTERRUPTION OF SERVICE:**

The Jets will not be responsible for any interruption in service, errors and/or omissions caused by any means and do not guarantee continual, uninterrupted or error free service or use of [www.winnipegjets.com/jetspasshq](http://www.winnipegjets.com/jetspasshq). Participants acknowledge that Jets Rewards is conducted electronically and relies on hardware and software that may malfunction without warning. The Jets, in their sole discretion, may void any selection or bid in the event that Jets Rewards is affected in any way by any malfunction and any such decisions of the Jets in this regard shall be final.

**LIABILITY:**

Participants in Jets Rewards, their heirs, executors, legal personal representatives, successors and assigns (all such persons and entities hereinafter collectively called the "Releasors"), agree, among other things, to hereby irrevocably and unconditionally indemnify, release and forever discharge Winnipeg Jets Hockey Club Limited Partnership, Winnipeg Jets Hockey Club Inc., The True North Entertainment Complex Limited Partnership, True North Sports & Entertainment Limited, TN Arena Limited Partnership, TN Arena Inc. and their respective subsidiaries, affiliates, directors, officers, shareholders, unitholders, employees, agents, other participants, any sponsors, advertisers, and each of their respective successors, administrators, assigns, heirs and legal personal representatives (all such persons and entities hereinafter collectively called the "Releasees") of and from all injuries, liabilities, damages, actions, suits, obligations, duties, acts, omissions, misfeasance, malfeasance, losses, expenses, costs, rights of indemnity and all other claims and rights whatsoever, including without limitation, in whole or in part by the negligence of the Releasees or otherwise whether or not known or anticipated, which the Releasors ever had, now have or may in the future have against the Releasees for or by reason of the Releasor's participation in Jets Rewards.

The Releasees assume no liability toward Participants with regard to their participation in Jets Rewards or as a result of their use of a reward or a benefit including, without being limited to, any liability arising out of: (i) the end of or the modification of Jets Rewards in accordance with these Conditions; (ii) addition or removal of rewards; (iii) modifications to types of rewards; (iv) any delay in the delivery of rewards; (v) any damage or loss suffered by a Participant resulting from incorrect personal information in his or her Account; (vi) any error in the balance of Jets Points assigned to an Account; (vii) modifications to activities for which Jets Points can be earned; (viii) any injury, loss or damage, including death and damage to property; or (ix) a case of force majeure. For the purposes of these Conditions, force majeure is an event beyond the reasonable control and not imputable by the Jets, and which renders the further performance of its obligations herein impossible or impractical, including, without limitation, acts of God, acts, orders, directives or recommendations of government authorities, an epidemic, a pandemic, a communicable or infectious disease or virus, blockades, revolutions, strikes, lockouts, war, confiscation and embargo, civil commotion, or other events beyond the reasonable control of the Jets.

Without limiting the generality of the foregoing, the Releasees cannot be held liable for any crash of the Jets Rewards website, or any problem or technical defect of the networks, telephone systems or lines, computer systems, servers, access providers, or computer hardware or software, nor for the failure of an e-mail transmission, the log in of a Participant to his or her Account or an Internet connection. Furthermore, the Releasees cannot be held liable for Internet traffic congestion on any Internet site or any damage to any computer or asset associated with participation in Jets Rewards or with downloading

or uploading any data directly or indirectly related to Jets Rewards. The Jets reserves the right at its sole discretion to end, modify or suspend all or part of Jets Rewards in any way whatsoever in the event of a computer error, technical problem, bug or virus, alteration, unauthorized intervention, fraud or technical failure, or any other situation beyond Jets control that prevents the proper operation of any aspect of Jets Rewards. Any attempt to deliberately damage a website or to impair the functioning of Jets Rewards in any way whatsoever (as Jets may determine at its sole discretion) could constitute a violation of existing laws and, in such case, Jets reserve the right to exercise any recourse and to claim damages to the full extent allowed by law.

Participants waive any claim related to Jets Rewards against the Releasees for loss and damages of any kind resulting from whatever cause.

To the extent permitted by law, Participant agrees to protect, hold harmless and indemnify the Releasees against loss, claim, demand, cause of action, liability, damages and expenses (including reasonable lawyers' fees and legal costs) incurred by the Releasees resulting from: (i) Participant's breach of these Conditions; (ii) Participant's participation in Jets Rewards; or (iii) any damage to assets caused by Participant's acts or omissions.

**GENERAL:**

Any personal information collected in connection with Jets Rewards will be used by the Jets in accordance with the Winnipeg Jets privacy policy available at [www.winnipegjets.com](http://www.winnipegjets.com).

The Jets Points belong to the Participant whose Account is used, and not to the person who pays for the purchase or completes the transaction for which Jets Points are earned. Each Participant's Jets Points and/or rewards and/or benefits may not be assigned or otherwise transferred without prior written consent from the Jets. Only the Participant of Jets Rewards can earn Jets Points, claim rewards and receive benefits.

All intellectual property, including but not limited to logos, design marks, trademarks, copyright, service marks, trade names, related words, phrases, slogans, caricatures, graphics and images related to the Jets and Jets Rewards are owned by the Jets and/or affiliates or subsidiaries thereof. All rights are reserved. Unauthorized copying or use of any such intellectual property without the express written consent of its owner is strictly prohibited.

In the event that any discrepancy or inconsistency arises between the Conditions and statements and/or representations made in relation to Jets Rewards or contained in any Jets Rewards-related materials, the current Conditions shall prevail.

In the event that any provision of the Conditions is not strictly enforced by the Jets, it shall not constitute a waiver of that provision or any other provision contained herein.

The Conditions may be different from what a Participant knows about Jets Rewards. The Conditions, as may be amended from time to time, constitute the entire agreement between the Jets and a Participant regarding a Participant's participation in Jets Rewards, a Participant's entitlement to accumulate and

redeem Jets Points, and a Participant's entitlement to any other benefits of Jets Rewards. Except as expressly contained in the Conditions, there are no conditions, representations, warranties, express or implied, statutory or otherwise. By participating in Jets Rewards over the internet, a Participant consents to the formation of contractual relations through electronic communications and transmissions.

The Jets shall not be liable for any typos or errors contained within the Conditions and reserve the right to amend the Conditions at any time without notice in their sole discretion.

Jets reserve the right to sell or transfer Jets Rewards, in whole or in part, to an affiliated company or a third party as part of the transfer of all or substantially all of its company and assets through a merger, sale of assets, sale of shares, or otherwise. In such case, Jets will be entirely released of its obligations hereunder.

All sections of these Conditions will survive the termination of the Participant's Account.

If any section of these Conditions is adjudicated to be invalid, illegal or unenforceable, in whole or in part, such section will be deemed deleted to the extent that the expected benefits to be received by the parties are not materially changed, and all other sections of these Conditions shall remain in full force and effect. In the event that any provision of the Conditions is not strictly enforced by the Jets, it shall not constitute a waiver of that provision or any other provision contained herein.

Jets reserve the right to change the Conditions and/or terminate, modify, suspend or withdraw Jets Rewards (and/or any aspect thereof), in whole or in part, at any time without notice for any reason, without liability, in their sole discretion.

Jets Rewards is subject to all applicable federal, provincial and municipal laws and regulations and shall be governed by the laws of the Province of Manitoba. Any disputes arising out of or related to Jets Rewards shall be governed by and construed and enforced in accordance with the laws of the Province of Manitoba.

**COMMUNICATION:**

If you have any questions about Jets Rewards, please contact [jetsrewards@winnipegjets.com](mailto:jetsrewards@winnipegjets.com).