THIS LICENSE AS PART OF THE PROCESS OF PURCHASING THE TICKETS TO WHICH THIS LICENSE APPLIES, WHICHEVER OCCURS FIRST, WILL CONSTITUTE THE
PLEASE READ CAREFULLY.
YOUR PURCHASE OF A 2020
communications by or on behalf of the Club to Licensee from time to time (collectively, the "Conditions"). The ACT OF EITHER (A) MAKING FULL OR PARTIAL PAYMENT FOR THE TICKETS TO WHICH THIS LICENSE APPLIES, WHETHER EFFECTED BY THE LICENSEE DIRECTLY OR ON THE LICENSEE'S BEHALF, OR (B) CONFIRMING AGREEMENT TO
TO RSLP or the organizer/promoter of the event, as applicable. Any opportunity granted by the Club to the Licensee or purchase tickets to any game not specified on a Ticket Confirmation or any other event is a privilege revocable at any time, in the Club’s sole discretion. By accepting the Licensee, the Licensee further acknowledges and agrees that the use of any Ticket by the Licensee and/or any person to whom the Licensee transfers or one more tickets subject to the Licence, the Conditions, as well as to the terms and conditions accompanying the Tickets (which, terms and conditions may be printed on the Tickets themselves, in the case of paper or printed pdf Tickets, or may be otherwise communicated or linked to the applicable Tickets, in the case of mobile or other forms of digital Tickets).

1. DEFINITIONS. For the purposes of the Licence:
(a) “Alternate Venue” means a ballpark or stadium selected by the Club in its sole discretion and located within seventy five (75) miles of the City;
(b) “City” means the City of Dunedin, Florida;
(c) a “Commercial Reseller” means any person (i) who is engaged in the business of making available for sale event admission tickets that were originally made available for sale by a Primary Seller, and/or (ii) who purchases Tickets hereunder with the intention of selling a substantial portion of Tickets to one or more third parties for a price greater than the price that was paid for those Tickets;
(d) “Full Spring Training Season Tickets Package” is a ticket package pursuant to which the Licensee is granted the right to occupy the same specified seat (or seats) at the Stadium (or, if and as applicable, the Alternate Venue) during each of the Spring Training Season Home Games in the same spring training season. For clarity, the location of the seat (or seats) within the Stadium (or, if and as applicable, at the Alternate Venue) is included in a Full Spring Training Season Tickets Package as is specified on a Ticket Confirmation;
(e) the “Licensor” is the adult individual or legal business entity to whom the ticket account specified on a Ticket Confirmation (the “Ticket Account”) is registered and the Ticket Account may only be registered in the name of one adult individual or one legal business entity, identified as the Licensee in the Club’s Ticket Account database;
(f) the “MLB Entities” means the Office the Commissioner of Baseball, Major League Baseball Properties, Inc., Major League Baseball Enterprises, Inc., MLB Advanced Media, L.P., the MLB Network, LLC, each of the Major League Baseball clubs, and each of their respective past, present and future subsidiaries, affiliates, agents, officers, employees and owners;
(g) a “Primary Seller” means a person who is engaged in the business of making tickets available for sale, and includes the owner of the place to which a ticket provides admission, the promoter of the event occurring at that place, and any agent of those persons. For the purposes of this agreement, the Club shall be deemed to constitute a “Primary Seller”;
(h) a “Postseason Game” means a Toronto Blue Jays game that is played as part of a Postseason Series;
(i) a “Postseason Series” means any of the following postseason series: (i) Wild Card / American League Division Series, (ii) American League Championship Series, and (iii) World Series;
(j) “Regular Season Game” means a Toronto Blue Jays game that is played as part of the Major League Baseball regular season;
(k) “RSLP” means Rogers Stadium Limited Partnership;
(l) “Spring Training Season Home Game” means a home game played by the Toronto Blue Jays at the Stadium (or, if and as applicable, at the Alternate Venue) as part of the Major League Baseball spring training season or, if applicable, as part of the Baseball Canada exhibition season;
(m) “Stadium” means Dunedin Stadium located at 373 Douglas Avenue, Dunedin, Florida, United States of America;
(n) “Ticket Package” means one of (i) a Full Spring Training Season Tickets Package, or (ii) any other ticket package pursuant to which the Licensee is granted the right to occupy one or more seats at the Stadium during a specific number of Spring Training Season Home Games in the same spring training season; and
(o) “Ticket Confirmation” means the Ticketmaster order confirmation form, the Club post-sale confirmation email, and any invoice or any other documentation or communication issued to the Licensee by or on behalf of the Club.

2. The Club shall have the discretion to relocate one or more of the Spring Training Season Home Games to an Alternate Venue in order to accommodate renovations at the Stadium or for any other reason, in its sole discretion. Should the Club decide to relocate any of the Spring Training Season Home Games to an Alternate Venue subsequent to having issued a Ticket Confirmation to the Licensee that includes a seating location for the Ticket(s) that is within the Stadium, the Club shall (a) use reasonable efforts to provide the Licensee with a seating location for the Ticket(s) at the Alternate Venue that is approximately similar to the seating location at the Stadium (recognizing that the Alternate Venue will differ from the Stadium in terms of dimensions, seating capacity, seating distribution and other factors), and (b) shall, for the affected Spring Training Season Home Games, issue a Ticket Confirmation to the Licensee specifying the seating location for the Ticket(s) at the Alternate Venue.

By accepting the Licence, the Licensee acknowledges and agrees that it has (a) no right or privilege to renew the Licence and none will be implied, and (b) no reasonable expectation, right or privilege to any tickets to any game not specified on a Ticket Confirmation (e.g., baseball games involving any minor league or amateur teams), to any other event held at the Stadium or the Alternate Venue (e.g., concerts, lectures, etc.), or to any Regular Season Games or Postseason Games played by the Toronto Blue Jays at any location. The purchase and use of other game or event tickets will be subject to the terms and conditions as set forth, from time to time, by the MLB Entities, the Club, RSLP or the organizer/promoter of the event, as applicable. Any opportunity granted by the Club to the Licensee or purchase tickets to any game not specified on a Ticket Confirmation or any other event is a privilege revocable at any time, in the Club’s sole discretion. By accepting the Licensee, the Licensee further acknowledges and agrees that the use of any Ticket by the Licensee and/or any person to whom the Licensee transfers or one more tickets subject to the Licence, the Conditions, as well as to the terms and conditions accompanying the Tickets (which, terms and conditions may be printed on the Tickets themselves, in the case of paper or printed pdf Tickets, or may be otherwise communicated or linked to the applicable Tickets, in the case of mobile or other forms of digital Tickets).

4. All sales are final. The Licensee agrees to pay all amounts specified on a Ticket Confirmation in accordance with the payment option selected, including but not limited to, doing so by the applicable due date(s) as are stipulated. Unpaid amounts after any due date will be subject to a late payment charge of two percent (2%) per month until paid, calculated and compounded monthly (26.82% per year). The Licensee’s payment obligations will survive the expiration or early termination of this Licence.

5. Licensee represents and warrants that it (a) is not a Commercial Reseller, and (b) will not engage in, authorize or permit any activities involving any Tickets or any Ticket Package to which this Licence applies that (i) constitute business or commercial activities, or (ii) are, in the Club’s sole determination, similar to the types of activities that are engaged in by Commercial Resellers. For the purposes of this Licence, and without limitation on the Club’s sole right to determine activities in violation of paragraph 5(b)(ii), the Licensee will be deemed to have violated that paragraph where more than fifty percent (50%) of the Tickets purchased as part of any Ticket Package are offered for sale or sold at a price greater than the price first paid for such Ticket(s).

6. Any resale of any ticket(s) in violation of any federal, state, provincial or local law, ordinance, rule or regulation violates the Licence. No Ticket(s) may be used for advertising, promotion (including contests, giveaways and sweepstakes) or any other trade or commercial purposes without the prior written consent of the Club and any such use without the Club’s prior written consent violates the Licence. Any fraudulent, deceptive or improper activity by or on behalf of the Licensee, as determined by the Club in its sole discretion, violates the Licence. By way of illustration and not limitation, the act of setting up multiple Ticket Account-related benefits, and any act taken for the purpose of circumventing a limit on the number of Ticket Packages available for purchase by the Licensee, is considered deceptive and improper activity.

7. (a) The Ticket Account may only be registered in the name of one adult individual or one legal business entity, identified as the Licensee in the Club’s Ticket Account database. In the event that the Ticket Account is registered in the name of a legal business entity, a “contact person” must be identified for the limited purpose of correspondence and contact; provided, however, in no event will the “contact person” be considered the Licensee. Personal information submitted to the Club will be treated by it in accordance with its Privacy Policy, available at www.bluejays.com/privacy.
(b) The Licence, the Ticket Account, and/or any benefits or privileges the Licensee may have in connection with the Licence, may not be assigned, sublet or transferred in any manner, whether voluntarily or by gift, bequest, or operation of law, by the Licensee to any other person or entity without the express written consent of the Club. Only the Licensee may request that a Ticket Account be assigned or transferred. For greater certainty, (i) payment for the Ticket Account by anyone other than the Licensee, and receipt thereof by the Club, does not constitute or effectuate an assignment, sublet or transfer of the Licence, and (ii) subject to Section 5 and Section 6, above, the Licensee may give to a third party any of the Tickets issued hereunder and this will not constitute an assignment, sublet or transfer of the Licence.

(c) To access the Ticket Account online, the Licensee is required to create and use a password. The Licensee is responsible for maintaining the confidentiality of the password and is responsible for all activities (whether by the Licensee or by others) that occur under the Ticket Account. The Licensee agrees to notify the Club immediately of any unauthorized use of the Ticket Account or of the Licensee’s password or any other breach of security. The Club will not be liable for any loss or damage arising from the Licensee’s failure to protect the Licensee’s password or Ticket Account information.

(d) The Club shall have the right, but not the obligation, to implement Ticket Account functionality facilitating the Licensee’s ability to electronically transfer specific Tickets purchased by the Licensee hereunder to one (1) or more persons identified as “ticket partners”. Licensee agrees that the Club shall have the sole discretion to determine the policies and procedures applicable to the process of transfer of the Licensee’s ticket partners. For greater certainty, (i) the Club shall have the sole discretion to determine which Tickets are eligible for transfer as ticket partners, (ii) the Club shall have the sole discretion to determine the basis on which a person is or is not eligible to be designated as a ticket partner, and (iii) the licensee shall be responsible for any and all actions or omissions of any person (including any “ticket partner”) that received any Ticket(s) from the Licensee. The Club reserves the right to be deemed to be the actions and omissions of the Licensee for all purposes under this Licence.

8. The Club reserves the right to terminate the Licence at any time and, provided the Licensee has not been in violation of any terms of this Licence, the Club will tender to the Licensee that portion of the purchase price (as set out in the Ticket Confirmation) that has been paid hereunder for Tickets for Spring Training Season Home Games not yet played at the time of such termination. ANY VIOLATION OF THE LICENCE (INCLUDING ANY MISSTATEMENT OR INACCURACY IN ANY REPRESENTATION OR WARRANTY AND INCLUDING ANY VIOLATION OF THE CONDITIONS) WILL GIVE THE CLUB THE UNREQUITED RIGHT TO TAKE SUCH ACTIONS AS IT DEEMS NECESSARY, INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO REVOKE OR TERMINATE THE LICENCE, SEIZE OR CANCEL ANY TICKETS, WITHDRAW ANY TICKET ACCOUNT-RELATED BENEFITS, AND/OR CANCEL THE TICKET ACCOUNT IMMEDIATELY, IN EACH CASE WITHOUT HAVING TO REFUND ANY AMOUNTS PAID IN CONNECTION WITH ANY OF THE TICKET(S) AND WITHOUT AFFECTING THE LICENSEE’S PAYMENT OBLIGATIONS IN RESPECT OF SUCH TICKETS. Where the Club terminates the Licence, revokes or cancels any Tickets, or takes other action, in each case following a violation of the Licence, all amounts already paid by Licensee at the time of such termination, revocation or cancellation or other action will be forfeited to the Club (as liquidated and not as a penalty) irrespective of and in addition to any other right, cause of action or remedy to which the Club may be entitled. For certainty, Licensee agrees that such amounts represent a reasonable estimate by the parties of the liquidated damages suffered by the Club as a result of the Licensee’s violation of the Licence. The Club reserves the right to investigate and, if necessary, seek judicial or other legal redress to enforce this Licence.

9. The Licensee agrees that any person in possession of the Licence(s) shall cooperate with any investigation conducted by the Club in relation to any violation of the Licence. The Licensee acknowledges that damages may not be an adequate remedy for violation of the Licence or the Conditions and consents to injunctive or other relief which may be sought by the Club in the event of a breach of this Licence.

HERSELF AND ANY MINOR(S) ACCOMPANYING HIM / HER) THE UNRESTRICTED RIGHT AND LICENCE TO RECORD THE VOICE, IMAGE AND/OR LIKENESS OF THE LICENSEE, ANY MINOR(S) ACCOMPANYING HIM / HER, AND THE LICENSEE’S REPRESENTATIVES BY ANY MEANS AND TO USE THAT / THOSE RECORDING(S) FOR ANY PURPOSE, COMMERCIAL OR OTHERWISE, WORLDWIDE, IN PERPETUITY, IN THEIR ABSOLUTE DISCRETION AND WITHOUT ANY REQUIREMENT OF FURTHER PERMISSION OR REMUNERATION OF ANY KIND. THE RIGHTS GRANTED HEREIN TO THE CLUB AND THE OTHER ENTITIES DESCRIBED IN THE FOREGOING ARE ASSIGNABLE AND WILL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS LICENCE.

13. Each Ticket covered by the Licence represents a separate non-renewable, revocable licence which only permits the bearer the right to: (a) enter the publicly-accessible areas of the Stadium (or, if and as applicable, the Alternate Venue) at times determined by the Club; (b) attend the Spring Training Season Home Game identified by the Ticket; and (c) sit in the seat location within the Stadium (or, if and as applicable, the Alternate Venue) identified by the Ticket. Game times and dates, opponents and team rosters, including the Toronto Blue Jays roster, are subject to change without notice to the Licensee. None of the Club, the City or the MLB Entities is responsible for lost, stolen or duplicated Tickets. Each Ticket is good only for the particular Spring Training Season Home Game identified by the Ticket and no part of the purchase price will be refunded or credited by reason of the failure of Licensee or any other person to use it for such Spring Training Season Home Game.

14. POLICY FOR CANCELLED GAMES. Except as expressly set forth in this section 14, the Tickets issued to the Licensee are not subject to any refund and will bear no cash value. In the event that a game to which a Ticket grants admission is not played or does not progress to or beyond a point of play constituting a regulation game under Major League Baseball’s Official Baseball Rule 7.01 (formerly 4.10) on the specified date (each, a “Cancelled Game”), then (i) if the Ticket(s) was/were purchased as part of a Full Spring Training Season Tickets package, then the amount paid by the Licensee hereunder on account of the Ticket(s) for Cancelled Games will be credited towards the Licensee’s 2021 spring training season tickets purchase, or (ii) if the Ticket(s) was/were not purchased as part of a Full Spring Training Season Tickets package (e.g., the Ticket(s) was/were purchased as part of a spring training “Game Pack” product), then the Licensee may exchange the Ticket(s) for the Cancelled Game for a same-priced or lower-priced ticket for any Spring Training Season Home Game scheduled to be played within 365 days of the date of the Cancelled Game, subject to availability. Alternatively, any Licensee who requires a refund must call the Club’s spring training season ticket office at (727) 733-0429 before 5:00 p.m. on April 20, 2020 and the amount paid by the Licensee hereunder on account of the Ticket(s) for Cancelled Games will be refunded to the person or entity named on the Ticket Account via the same pay method. For more information, call the Club’s spring training season ticket office at (727) 733-0429. For certainty, a game that is relocated to an Alternate Venue pursuant to Section 2 of this Licence shall not constitute a Cancelled Game by reason only of having been played at the Alternate Venue instead of the Stadium.

15. The Club may change, at any time, any of the Conditions, upon notice to the Licensee. If the Licensee does not accept a change to a Condition, the Licensee’s sole remedy is to retain the existing Condition unchanged for the duration of the Licence period, upon notice to the Club within 30 days of the Licensee’s receipt of the Club’s notice of change of such Condition. The Conditions cannot be changed by the Licensee.

16. GOVERNING LAW; JURISDICTION.

(a) If the Licensee’s primary place of residence is in the State of Florida, then the Licence and the Conditions will be governed exclusively by the laws of the State of Florida and the federal laws of the United States of America applicable therein, without giving effect to conflict of laws principles thereof, and, subject to Section 10, above, the exclusive venue for any disputes arising out of the Licence, including the Conditions or any Ticket(s) issued to the Licensee will be the courts of the State of Florida, located in Pinellas County, Florida for any claims that may be brought in state court or will be in the Middle District in Hillsborough County, Florida for any claims that may be brought in federal court.

(b) If the Licensee’s primary place of residence is anywhere other than in the State of Florida, then the Licence and the Conditions will be governed exclusively by the laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to conflict of laws principles thereof, and, subject to Section 10, above, the exclusive venue for any disputes arising out of the Licence, including the Conditions or any Ticket(s) issued to the Licensee will be the courts of the Province of Ontario, located in the City of Toronto.

17. If any term of this Ticket Product Purchase Licence is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term is deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this Ticket Product Purchase Licence will remain in full force and effect.

18. Any written notice should be mailed to: Toronto Blue Jays, Attn: Ticket Manager, Rogers Centre - Ticket Office, One Blue Jays Way, Suite 3200, Toronto, Ontario, M5V 1J1. For additional information on the Ticket Account or the Toronto Blue Jays spring training season, please visit http://www.bluejays.com/ or call (727) 733-0429. This Section will survive the expiration or early termination of this Licence.

19. Unless earlier terminated by the Club in accordance with its terms, and subject to Section 18, the Licence will expire on the day following the final Spring Training Season Home Game of 2020.

Latest update: August 15, 2019