

## 2020 TICKET PRODUCT PURCHASE LICENCE

Rogers Blue Jays Baseball Partnership (the “**Club**”) hereby offers the Licensee (as defined below) a non-renewable, revocable licence (the “**Licence**”) to purchase, have and use those 2020 Spring Training Season Home Game (as defined below) admission tickets as are specified on a Ticket Confirmation (as defined below) (the “**Tickets**”). For certainty, for the purposes hereof, “**Tickets**” will include physical admission tickets, digital tickets, any membership or access cards issued to Licensee in addition to or in place of either, as well as any locator slips or other similar documents printed or issued pursuant to any of the foregoing. The Licence must be read in conjunction with any Ticket Confirmation and is offered to Licensee subject to the terms and conditions set forth below, the terms and conditions contained on the back of the Tickets issued to the Licensee (or, in the case of Tickets delivered in digital or electronic format, the terms and conditions accompanying same) and those terms and conditions included in any Ticket Confirmation, brochure or other material describing any package of Tickets purchased by Licensee, as well as those additional specific conditions communicated 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 LICENCE APPLIES, WHETHER EFFECTED BY THE LICENSEE DIRECTLY OR ON THE LICENSEE’S BEHALF, OR (B) CONFIRMING AGREEMENT TO THIS LICENCE AS PART OF THE PROCESS OF PURCHASING THE TICKETS TO WHICH THIS LICENCE APPLIES, WHICHEVER OCCURS FIRST, WILL CONSTITUTE THE LICENSEE’S ACCEPTANCE OF THE LICENCE AND ALL OF THE CONDITIONS. THE LICENSEE IS ABSOLUTELY RESPONSIBLE FOR ANY VIOLATION OF THE LICENCE, INCLUDING THE CONDITIONS, WHETHER COMMITTED BY THE LICENSEE OR ANY PERSON IN POSSESSION OF ANY TICKET(S) ISSUED TO THE LICENSEE. The Licensee should safeguard all Tickets so that the Licence is not violated.

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means any person (i) who is engaged in the business of making available for sale event admission tickets that were originally made available for sale by a Primary Seller, and/or (ii) who purchases Tickets hereunder with the intention of selling a substantial portion of Tickets to one or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 “**Licensee**” 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.
3. 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 renew the Licence 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 Licence, the Licensee further acknowledges and agrees that the use of any Ticket by the Licensee and/or any person to whom the Licensee transfers one or more Tickets is 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 Accounts for the purpose of receiving 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](http://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 such functionality from time to time. The Licensee hereby acknowledges and agrees that notwithstanding any transfer of Tickets effected by it, whether through the use of functionality provided by the Club or another method, the Licensee shall remain responsible to ensure compliance with this Licence and any actions or omissions of any person (including any "ticket partner") who / that received any Ticket(s) from the Licensee will 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 Licence has not been violated, 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 UNRESTRICTED 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 damages 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 suspected violations of the Licence and/or the Conditions. The failure of the Licensee or any person in possession of the Ticket(s) to cooperate with any investigation constitutes a 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 to enforce same. The Licensee hereby releases and forever discharges the Club, RSLP, the City, the MLB Entities, Ticketmaster, L.L.C., their past, present and future corporate affiliates, successors, assigns, and each of their respective players, managers, coaches, employees, partners, members, directors, officers, owners, agents, representatives and independent contractors (collectively, the "**Released Entities**") with respect to any and all liability arising out of or in connection with any actions taken by one or more Released Entities in connection with a violation of the Licence (e.g., seizing Tickets, cancelling the Ticket Account, etc.), including any liability arising with respect to any person in possession of any Ticket(s) issued to the Licensee, and the Licensee hereby agrees to indemnify, defend and hold harmless each of the Released Entities from and against any and all claims, demands, obligations, causes of action and lawsuits and all damages, liabilities, fines, judgments, costs (including settlement costs) and expenses associated therewith (including the payment of reasonable legal fees and disbursements) (collectively, the "**Costs**") incurred or suffered by any of the Released Entities in connection with any such actions taken by one or more Released Entities, including any and all Costs incurred or suffered in connection with any person in possession of, or claiming a right to, any Ticket(s) issued to the Licensee. This Section will survive the expiration or early termination of this Licence.
9. **WAIVER AND RELEASE OF LIABILITY.** Licensee recognizes that attendance at a Spring Training Season Home Game is voluntary and may result in personal injury (including death) and/or property damage. The Licensee, by accepting the Licence, by using a Ticket, by attending or observing a Spring Training Season Home Game, or by attending, observing or participating in any attractions offered in connection with a Spring Training Season Home Game ("**Attractions**"), acknowledges and assumes (on behalf of himself/herself and any minor(s) accompanying him/her) all risks and dangers associated with being a spectator before, during, and after a baseball game (including all warm-ups, practices, pre-game, post-game and between-inning activities, promotions and competitions) whether any such risk or danger occurs prior to, during or subsequent thereto, including specifically (but not exclusively) the danger of being injured by thrown bats; bat fragments; thrown or batted balls; thrown, dropped, or launched items; projectiles; persons; animals; other hazards or distractions; and any incidents or accidents associated with crowds of people or the negligence or misconduct of other spectators. The Licensee agrees (on behalf of himself/herself and any minor(s) accompanying him/her) that the Released Entities (as defined above), will not be responsible for any personal injury, property damage, or other loss suffered as a result of (a) participation in, attendance at, and/or observation of any Spring Training Season Home Games or any Attractions and/or (b) the negligence of any of the Released Entities. The Licensee (on behalf of himself/herself and any minor(s) accompanying him/her) further releases the Released Entities from and against any and all claims which the Licensee and/or any minor(s) accompanying the Licensee has or may have for invasion of privacy, defamation, violation of any right of publicity, or any other cause of action arising out of the production, reproduction, distribution, transmission, publication, public performance, broadcast or exhibition of advertisements, promotions, content, programs and/or materials in which recordings or photographs of the Licensee or any minor(s) accompanying the Licensee to a Spring Training Season Home Game and/or Attraction appear. ANY GUEST WHO IS CONCERNED WITH HIS/HER SEAT LOCATION SHOULD CONTACT ANY CUSTOMER SERVICE REPRESENTATIVE FOR AN ALTERNATE SEAT LOCATION, SUBJECT TO AVAILABILITY. THE LICENSEE, BY ACCEPTING THE LICENCE AND/OR BY ATTENDING A SPRING TRAINING SEASON HOME GAME OR ATTRACTION, IS DEEMED TO HAVE GIVEN A FULL RELEASE OF LIABILITY TO THE RELEASED ENTITIES TO THE FULLEST EXTENT PERMITTED BY LAW. IF MINOR(S) IS/ARE ACCOMPANYING THE LICENSEE TO THE SPRING TRAINING SEASON HOME GAME OR ATTRACTION, AS APPLICABLE, THE LICENSEE IS DEEMED TO HAVE GIVEN ALL OF THE FOREGOING GRANTS OF RIGHTS, RELEASES AND WAIVERS ON BEHALF OF SUCH MINOR(S). IF THE LICENSEE DOES NOT WISH TO OR IS NOT AUTHORIZED TO GRANT SUCH RIGHTS, RELEASES AND WAIVERS ON BEHALF OF THE ACCOMPANIED MINOR(S), THE LICENSEE MUST NOT ENTER THE STADIUM (OR, IF AND AS APPLICABLE, THE ALTERNATE VENUE) WITH THE MINOR(S). THE FOREGOING RELEASES WILL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS LICENCE.
10. **ARBITRATION.** EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAWS, ANY DISPUTE, CLAIM OR CAUSE OF ACTION ARISING OUT OF OR IN ANY WAY RELATED TO THE LICENCE, THE CONDITIONS OR ANY OF THE TICKETS, INCLUDING, BUT NOT LIMITED TO, THE LICENSEE'S ATTENDANCE AT ANY SPRING TRAINING SEASON HOME GAME, SHALL BE SETTLED BY MANDATORY, CONFIDENTIAL, FINAL, AND BINDING ARBITRATION BY A SINGLE ARBITRATOR MUTUALLY AGREED UPON BY THE LICENSEE AND THE CLUB. IF THE LICENSEE'S PRIMARY PLACE OF RESIDENCE IS IN THE STATE OF FLORIDA, THEN THE PLACE OF ARBITRATION SHALL BE THE CITY OF DUNEDIN OR THE CITY OF CLEARWATER, FLORIDA AND THE ARBITRATION WILL BE CONDUCTED PURSUANT TO THE *REVISED FLORIDA ARBITRATION CODE*, CHAPTER 682, FLORIDA STATUTES. IF THE LICENSEE'S PRIMARY PLACE OF RESIDENCE IS ANYWHERE OTHER THAN IN THE STATE OF FLORIDA, THEN THE PLACE OF ARBITRATION SHALL BE TORONTO, ONTARIO, CANADA AND THE ARBITRATION WILL BE CONDUCTED PURSUANT TO THE *ARBITRATION ACT, 1991* (ONTARIO). EXCEPT AS MAY BE REQUIRED BY LAW, NEITHER A PARTY NOR AN ARBITRATOR MAY DISCLOSE THE EXISTENCE, CONTENT, OR RESULTS OF ANY ARBITRATION HEREUNDER WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES. NEITHER THE LICENSEE NOR THE CLUB SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER INDIVIDUALS OR ENTITIES, OR ARBITRATE AS A REPRESENTATIVE MEMBER OF A PUTATIVE CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. THE ARBITRATOR SHALL HAVE THE POWER TO AWARD ANY REMEDIES UNDER APPLICABLE LAW. ANY AWARD, AND ANY JUDGMENT CONFIRMING IT, APPLIES ONLY TO THE ARBITRATION IN WHICH IT WAS AWARDED AND CANNOT BE USED IN ANY OTHER CASE EXCEPT TO ENFORCE THE AWARD ITSELF. THIS SECTION WILL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS LICENCE.
11. **SECURITY POLICY.** By seeking entry to the Stadium (or, if and as applicable, the Alternate Venue), the Licensee consents to security searches and allows the Club and its representatives to inspect his or her person (including by way of manual pat-down and/or metal detection) and any bags, clothing, or other articles or belongings, and he/she waives any related claims that the Licensee might have against the Released Entities and agrees that the Released Entities assume no liability for the Licensee's person or property. No alcohol, illegal drugs or other illegal substances, fireworks, chemicals, bottles, cans, weapons, large bags, knapsacks, hard-sided coolers, or briefcases will be permitted into the Stadium (or, if and as applicable, the Alternate Venue). No re-entry into the Stadium (or, if and as applicable, the Alternate Venue) will be permitted. The Licensee agrees not to use language or engage in conduct that is abusive, illegal or objectionable or might otherwise interfere with the applicable Spring Training Season Home Game and/or related Attraction(s) or with the reasonable enjoyment of others, and shall ensure that any person using any of the Licensee's Tickets complies with the foregoing. Further, the Club reserves the right, without refund of any portion of the purchase price of any of the Tickets, to revoke the Licence, cancel any or all of the Tickets and refuse admission or eject any person from the Stadium (or, if and as applicable, the Alternate Venue) (a) who appears to be or is intoxicated; (b) whose conduct is deemed by the Club to be improper, disorderly or unbecoming; or (c) who uses vulgar or abusive language. ENTERING THE PLAYING FIELD, DISRUPTING A SPRING TRAINING SEASON HOME GAME AND/OR ATTEMPTING ANY PHYSICAL CONTACT WITH A SPRING TRAINING SEASON HOME GAME PARTICIPANT IS A CRIME PUNISHABLE BY FINE AND/OR IMPRISONMENT. VIOLATORS MAY BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW. The Club reserves the right to change this security policy upon notice to the Licensee.
12. THE LICENSEE HEREBY AGREES THAT: (A) IT SHALL NOT TRANSMIT OR AID IN TRANSMITTING ANY INFORMATION ABOUT ANY GAME TO WHICH THE TICKETS GRANT ADMISSION, INCLUDING, BUT NOT LIMITED TO, ANY ACCOUNT, DESCRIPTION, PICTURE, VIDEO, AUDIO, REPRODUCTION OR OTHER INFORMATION CONCERNING THE GAME (COLLECTIVELY, "**GAME INFORMATION**") AND SHALL ENSURE THAT ANY PERSON USING ANY OF THE LICENSEE'S TICKETS COMPLIES WITH THE FOREGOING; (B) THE CLUB IS THE EXCLUSIVE OWNER OF ALL COPYRIGHTS AND OTHER PROPRIETARY RIGHTS IN THE GAME AND THE GAME INFORMATION; AND (C) IT IS GRANTING THE CLUB, THE OPPOSING CLUB AND EACH OF THEIR RESPECTIVE AGENTS AND LICENSEES (ON BEHALF OF HIMSELF /

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