Your purchase of a 12+ Ticket Pack, 24+ Ticket Pack, or 40+ Ticket Pack (each, a “Ticket Pack”) is subject to (A) the Ticket Pack Terms & Conditions, set out below, as well as (B) the Ticket Product Purchase Licence (the “Licence”), also set out below. Please read carefully.

**Ticket Pack – Terms & Conditions**

Each Ticket Pack purchase entitles you to a specific number of Tickets (as defined in the Licence below) for seating in the price category specified on your Ticket Confirmation (as defined in the Licence below) to those 2020 Regular Season Home Games (as defined in the Licence below) selected in accordance with the following (each, a “Selected Game”). For certainty: (i) a 12+ Ticket Pack entitles you to a minimum of twelve (12) Tickets and a maximum of thirty-nine (39) Tickets; (ii) a 24+ Ticket Pack entitles you to a minimum of twenty-four (24) Tickets and a maximum of sixty-two (62) Tickets; (iii) a 40+ Ticket Pack entitles you to a minimum of forty (40) Tickets and a maximum of eighty (80) Tickets. Subject to the limitations set out below, you must select your specific Selected Game(s) and the number of Tickets from your Ticket Pack for each Selected Game at the time of purchase; however, beginning on or about February 1, 2020, you may request a change to your Selected Games and/or the number of Tickets for each Selected Game at any time until two (2) hours prior to the commencement of the applicable Selected Game you are seeking to exchange. Selected Game and Ticket selection requests may be made online through your online account manager. For any such changes requested after April 30, 2020, you will be required to pay an exchange fee for each Ticket exchanged. For any changes to the Selected Games and/or the number of Tickets for each Selected Game requested by you after the time of purchase, specific seat locations are not guaranteed and are subject to availability at the time of the applicable request(s). If, at the time that you request a change to the Selected Game(s) and/or the number of Tickets for each Selected Game, seating is no longer available in the price category purchased by you, you will be provided with seating in the next lower price category in which seating is available (no credit or refund will be provided). If, at the time that you request a change to the Selected Game(s) and/or the number of Tickets for each Selected Game, the purchase price of the new Ticket(s) is higher than the purchase price of the Ticket(s) you are requesting to exchange, you will be responsible for paying any such difference in price, along with any applicable taxes and any applicable exchange fees. Selection rights are subject to the following Ticket maximums: (i) four (4) Tickets for the first 2020 Regular Season Home Game (the “Home Opener”), and (ii) eight (8) Tickets for any Selected Game other than the Home Opener. For certainty, the specific 2020 Regular Season Home Games available for selection by you at the time of your purchase may vary depending on whether seating in your selected price category is then available for such games. In addition, your specific seat location(s) may vary from one Selected Game to another depending on the seat availability in your price category for each Selected Game. Subject only to the foregoing process for changing Selected Games, the number of Tickets(s) for each Selected Game, or seat location(s), there are no refunds or exchanges available for any Tickets purchased as part of any Ticket Pack, whether or not the Tickets are used. Your purchase of one or more Ticket Packs does not guarantee you any specific price for any future Ticket Pack, whether or not such future Ticket Pack includes the same number of Tickets, the same number of Selected Games, the same number of seats, the same specific Selected Games and/or the same seating areas.

Adding Ticket Pack Tickets After Initial Ticket Pack Purchase. From time to time, you may purchase additional Tickets for 2020 Regular Season Home Games through your online account manager, subject to availability and the following. Subject to the limitations set out herein, each of the 24+ Ticket Pack and 40+ Ticket Pack provides for a pre-determined per Ticket discount (other than for the Home Opener, for which no discount is provided) which is applied to the Then-Current Ticket Price. For the purposes hereof, the “Then-Current Ticket Price” for a Ticket at a particular point in time is determined by the Club (as defined below) based on (i) the specific seat location sought, and (ii) the specific 2020 Regular Season Home Game sought, and is subject to any dynamic pricing applicable to such seat location and/or game. For certainty, the 24+ Ticket Pack entitles purchasers to a five percent (5%) discount to the Then-Current Ticket Price for additional Tickets purchased (the “24+ Benefit”) and the 40+ Ticket Pack entitles purchasers to a ten percent (10%) discount to the Then-Current Ticket Price for the additional Tickets purchased (the “40+ Benefit”). The specific discount applicable to any additional Ticket purchase(s) is based on the aggregate number of Ticket Pack Tickets and additional Tickets you have purchased at the time of your purchase of additional Tickets hereunder. If you purchased a 12+ Ticket Pack, each additional Ticket purchased after your twenty-third (23rd) Ticket will be priced based on the application of the 24+ Benefit and each additional Ticket purchased after your thirty-ninth (39th) Ticket will be priced based on the application of the 40+ Benefit. If you purchased a 24+ Ticket Pack, each additional Ticket purchased after your thirty-ninth (39th) Ticket will be priced based on the application of the 40+ Benefit. If you purchased a 40+ Ticket Pack, each additional Ticket purchased will be priced based on the application of the 40+ Benefit.

You will be issued a Ticket Confirmation setting out your specific Selected Game(s), the number of Tickets for each Selected Game and specific seat locations selected for each Selected Game after each of (i) your initial purchase, (ii) any confirmed change to your selection(s) and (iii) any additional Ticket purchases. The Ticket Pack cannot be combined with other ticket offers, discounts or special coupons. For certainty, your right to any Ticket pursuant to your Ticket Pack purchase pertains only to the 2020 regular season and CANNOT be carried over to any subsequent season or to any Postseason Home Games (as defined in the Licence below).

**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 Regular Season Home Games (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 or 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) 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

(b) “Full 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 during each of the 81 Regular Season Home Games in the same regular season. For clarity, the location of the seat (or seats) included in a Full Season Tickets Package is as specified on a Ticket Confirmation;

(c) 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;

(d) the “MLB Entities” means the Office of 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;

(e) 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”;

(f) a “Postseason Home Game” means a Toronto Blue Jays home game that is played at the Stadium as part of a Postseason Series;

(g) 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;

2020 TERMS & CONDITIONS APPLICABLE TO 12+, 24+ AND 40+ TICKET PACKS

- AND -

YOUR PURCHASE OF A 12+ TICKET PACK, 24+ TICKET PACK, OR 40+ TICKET PACK (EACH, A “TICKET PACK”) IS SUBJECT TO (A) THE TICKET PACK TERMS & CONDITIONS, SET OUT BELOW, AS WELL AS (B) THE TICKET PRODUCT PURCHASE LICENCE (THE “LICENSE”), ALSO SET OUT BELOW. PLEASE READ CAREFULLY.

![Image of a document page](image-url)
(b) “Regular Season Home Game” means a Toronto Blue Jays home game that is played at the Stadium as part of the Major League Baseball regular season (excluding any tie-breaker games);

(i) “RSLP” means Rogers Stadium Limited Partnership;

(j) “Stadium” means Rogers Centre™ stadium in Toronto, Ontario, Canada;

(k) “Ticket Package” is one of (i) a Full 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 Regular Season Home Games in the same regular season; and

(l) “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. 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 or any other event held at the Stadium (e.g., concerts, lectures, the All-Star Game, etc.). The purchase and use of other game or event tickets (including tickets to Postseason Home Games, as defined above) 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 Standards (as defined below), 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);

3. POSTSEASON TICKET PURCHASE OPPORTUNITY FOR PURCHASERS OF A FULL SEASON TICKETS PACKAGE. If the Licensee has purchased a Full Season Tickets Package for a particular regular season, and in the same calendar year as that regular season the Toronto Blue Jays also play in any Postseason Home Games, then the Club will give the Licensee the opportunity to purchase tickets to one or more of such Postseason Home Games subject to and in accordance with the following:

(a) the number of tickets available for purchase to any particular Postseason Home Game will be the same as the number of seats that are included within the Licensee’s Full Season Tickets Package, as specified on the Licensee’s Ticket Confirmation. For example, if the Licensee purchased a Full Season Tickets Package that consisted of two (2) seats for each Regular Season Home Game for a particular calendar year, then the Licensee would have the opportunity to purchase two (2) tickets to each Postseason Home Game during that same calendar year;

(b) the Club may impose a time limit on the Licensee’s opportunity to purchase tickets to any Postseason Home Games;

(c) the Club may impose a restriction requiring that Licensees who purchase tickets to Postseason Home Games must purchase tickets to all Postseason Home Games;

(d) the purchase by the Licensee of any tickets to Postseason Home Games will be at the prices set by the Club; and

(e) the Licensee is not guaranteed any particular seating location for any tickets to Postseason Home Games.

For certainty, Licensees who have purchased tickets or products other than a Full Season Tickets Package (e.g., purchasers of any “Ticket Pack” product) are not guaranteed any rights or opportunities to purchase tickets to Postseason Home Games. It will be in the Club’s sole discretion whether to offer to such Licensees the right or opportunity to purchase tickets to one or more Postseason Home Games and any such right or opportunity will be subject to the terms and conditions established by the Club at such time;

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 (26.26% per year). The Licensee’s payment obligations will survive the expiration or early termination of this Licence.

5. Licensee represents and warrants that (a) it 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 (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. Ticket Account

(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 any 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 Regular Season Home Games not yet played at the time of such termination. ANY VIOLATION OF THE LICENCE, INCLUDING ANY MISSTATINGMENT 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 REVOKER OR TERMINATE THE LICENCE, SEIZE OR CANCEL ANY TICKETS, WITHDRAW ANY TICKET ACCOUNT-RELATED BENEFITS, AND/OR CANCEL THE 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 MLB Entities, Ticketmaster, L.L.C., their past, present and future corporate affiliates, successors, and assigns, and each of their respective players, managers, coaches, employees, partners, members, directors, officers, owners, agents, representative and agent contractors (collectively the "Released Entities") with respect to 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 attorneys’ fees and any other expenses) whether resulting from the actions or omissions of any of the 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 Regular 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 Regular Season Home Game, or by attending, observing or participating in any attractions offered in connection with a Regular 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-innings 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 and hereby release and waive 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 attorneys’ fees and any other expenses) whether resulting from the actions or omissions of any of the 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.

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 THE TICKETS, INCLUDING, BUT NOT LIMITED TO, THE LICENSEE’S ATTENDANCE AT ANY REGULAR SEASON HOME GAME, SHALL BE SETTLED BY MANDATORY, CONFIDENTIAL, FINAL, AND BINDING ARBITRATION UNDER THE ARBITRATION ACT, 1991 (ONTARIO) BY A SINGLE ARBITRATOR MUTUALLY AGREED UPON BY THE LICENSEE AND THE CLUB. THE PLACE OF ARBITRATION SHALL BE TORONTO, ONTARIO, CANADA. EXCEPT AS MAY BE REQUIRED BY LAW, NEITHER A PARTY NOR AN ARBITRATOR MAY DISCLOSE THE EXISTENCE, CONTENT, OR RESULTS OF ANY ARBITRATION HEARINGS WITHOUT 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 AND STADIUM STANDARDS OF CONDUCT. By seeking entry to the Stadium, the Licensee consents to security searches and allows the Club and or RSLP 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. No re-entry into the Stadium will be permitted. The Licensee accepts all Stadium Rules and Standards of Conduct (the “Standards”) posted in or about the Stadium. Advance copies of the Standards may be obtained at Gate 9 or by telephoning (416) 341-1000. The Licensee agrees not to use language or engage in conduct that is abusive, illegal or objectionable or might otherwise interfere with the applicable Regular Season Home Game and/or Attractions. Further, the Club and RSLP reserve 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 (a) who appears to be or is intoxicated; (b) whose conduct is deemed by either of the Club or RSLP to be improper, disorderly, disruptive, disrespectful, or in violation of the Club's security policy or the conditions of the Licence; (c) who uses, displays or attempts to interfere with, or attempt to use, any equipment or device (other than a single personal device). The Licensee represents and warrants that it has the right to use the Licence, the Conditions or any of the Tickets, including, but not limited to, the Licencee’s attendance at any Regular Season Home Game or 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, 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 attorneys’ fees and any other expenses) whether resulting from the actions or omissions of any of the 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.

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 PERMISSION, INCLUDING, BUT NOT LIMITED TO, ANY ACCOUNT, DESCRIPTION, PICTURE, VIDEO, AUDIO, REPRODUCTION OR OTHER INFORMATION CONCERNING THE GAME; (B) THE LICENSEE WILL NOT TRANSMIT ANY "GAME INFORMATION" AND SHALL ENSURE THAT ANY PERSON USING ANY OF THE LICENSEE’S TICKETS COMPLIES WITH THE FOREGOING; (C) THE CLUB IS THE EXCLUSIVE OWNER OF ALL COPYRIGHTS AND OTHER PROPRIETARY RIGHTS IN THE GAME AND THE GAME INFORMATION; AND (D) IT IS GRATUITOUS, AND 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 DESCRIED IN THE FOREGOING ARE ASSIGNABLE AND WILL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS LICENSE.

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 at times determined by the Club; (b) attend the Regular Season Home Game identified by the Ticket; and (c) sit in the seat location identified by the Ticket. Game times and dates, opponents and teams, promotions and competitions, and advertised entertainment ("Attractions") are subject to change without notice to the Licensee. None of the Club, RSLP or the MLB Entities is responsible for lost, stolen or duplicated Tickets. Each Ticket is good only for the particular Regular 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 Regular Season Home Game.

14. RESCHEDULED GAME POLICY. 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 grant admission is not played or does not progress to or beyond a point of play constituting a regulation game under MLB’s Official Baseball Rule 7.01 (formerly 4.10) on the specified date (each, a “Cancelled Game”), the Ticket for the Cancelled Game will grant admission to the rescheduled game (the “Rescheduled Game”) and should be retained by the bearer of the Ticket. Tickets for Cancelled Games may not be exchanged for tickets for any other Regular Season Home Games or Postseason Home Games. No part of the purchase price of any Ticket will be refunded or credited by reason of the failure of Licensee or any other person to use such Ticket to attend the Rescheduled Game. For more information, call the Club’s ticket office at (416) 341-1224.

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 Licence 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. If any provision of the Licence and the Conditions is found to be held to be 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 the Licence or the Conditions, as applicable, will remain valid and enforceable to the fullest extent permitted by law.
17. The Licence and the Conditions will be governed exclusively by the laws of the Province of Ontario, without giving effect to conflict of laws principles thereof. 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. 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 and other offers related to the Toronto Blue Jays, please visit http://www.bluejays.com or call (416) 341-1234. This Section will survive the expiration or early termination of this Licence.

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

19. **SIMPLE RENEWAL PLAN FOR PURCHASERS OF A FULL SEASON TICKETS PACKAGE ONLY.** This Section 19 applies only to those Licensees purchasing a Full Season Tickets Package in 2020. As provided in subsection 2(a) of the Licence, the Club has no obligation to renew the Licence. In the event that the Club, in its sole and absolute discretion, decides to offer the Licensee the opportunity to renew the Licence for 2021 and purchase a full season tickets package for the 2021 regular season, Licensee agrees to participate in the simple renewal plan (the “Simple Renewal Plan”) and to be bound by the following in connection therewith:

(a) The Club shall deliver to the Licensee a notice to the email account identified in the Licensee’s Ticket Account (a “Simple Renewal Plan Notice”) not less than thirty (30) days and not more than ninety (90) days prior to the date on which the Club intends to renew the Licence. The Simple Renewal Plan Notice shall (i) specify the date on which the renewal of the Licence will take effect, (ii) specify how Licensee may cancel its membership in the Simple Renewal Plan, and (iii) contain a revised version of this Licence;

(b) In connection with the Simple Renewal Plan, the Club shall have the ability to amend, modify, or change this Licence as necessary or desirable in its sole discretion, including, but not limited to, the following elements: (i) the pricing of the products / tickets covered by the Licence and any payment plan option relating thereto, (ii) any opportunity to purchase tickets to any Postseason Home Games, (iii) any provision regarding Rescheduled Games, (iv) any provision relating to a Ticket Account, (v) any provision relating to the Licensee’s rights to sell any tickets purchased by it, (vi) the Club’s termination and cancellation rights, (vii) any waivers by the Licensee or releases of liability in favour of the Club or anyone else, and any provision relating to Game Information and the transmission thereof, (x) any provision relating to the Simple Renewal Plan, and/or (xi) any provision that is required to be amended, added, or removed as a result of a request by or change in policy of any of the MLB Entities;

(c) The Licensee shall have the right, exercisable by delivery of written notice to the Club (a “Cancellation Notice”) by the deadline and in the manner set forth in the Simple Renewal Plan Notice, to cancel its participation in the Simple Renewal Plan. If a Cancellation Notice is delivered by the Licensee in accordance with the aforementioned requirements, the Licence shall terminate at the time specified in Section 18, and, unless otherwise agreed by the Club in its sole discretion, the Licensee shall not be entitled to purchase any Tickets pursuant to the Simple Renewal Plan; and

(d) If Licensee does not deliver a Cancellation Notice by the deadline and in the manner specified in the Simple Renewal Plan Notice, then the Licence will renew on the date specified in the Simple Renewal Plan Notice and, upon such renewal, Licensee (i) agrees to pay for and accept its 2021 full season tickets package in accordance with the renewed Licence terms and without any further solicitation required by the Club; and (ii) authorizes the Club to charge the Licensee’s payment(s) to the Licensee’s credit card previously provided by Licensee for payment of its Full Season Tickets Package, or, if such credit card has been updated following payment of its Full Season Tickets Package, such updated credit card. In the event that the Licensee previously selected a payment plan option that remains available at the time of the foregoing renewal, the Club will process the aforementioned payment(s), in accordance with such payment plan option.

Latest update: October 22, 2019