FULL SEASON PARKING PACKAGE PURCHASE LICENCE

Rogers Blue Jays Baseball Partnership (the “Club”) and Rogers Stadium Limited Partnership (“RSLP”) hereby offer the Licensee (as defined below) a non-renewable, revocable licence (the “Licence”) to purchase, have and use those parking passes as are specified on a Parking Confirmation (as defined below) (the “Parking Passes”). For certainty, for the purposes hereof, “Parking Passes” will include physical passes or tickets, digital passes, any membership or access cards issued to the 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 Parking Confirmation and is offered to the Licensee subject to the terms and conditions set forth below, the terms and conditions contained on the back of the Parking Passes issued to the Licensee and included in any Parking Confirmation, brochure or other material describing any package of Parking Passes purchased by the Licensee, as well as those additional specific conditions communicated by or on behalf of the Club or RSLP to the Licensee from time to time (collectively, the “Conditions”). The Act of Making Full or Partial Payment, Using Any Parking Pass or the Parking Space, Whether effected by the Licensee Directly or on the Licencee’s Behalf, or Confirming Agreement to this Licence as Part of the Process of Purchasing the Parking Passes to Which this Licence Applies, Whichever Occurs First, Will Constitue the Licencee’s Acceptance of the Licence and All of the Conditions. The Licence is Absolutely Responsible for Any Violation of the Licence, Including the Conditions, Whether Committed by the Licencee or Any Person in Possession of Any Parking Pass(es) Issued to the Licencee. The Licensee should safeguard all Parking Passes so that the Licence is not violated.

1. DEFINITIONS. For the purposes of the Licence:

(a) “Account” means, as applicable, the account previously established in connection with the Licencee’s purchase of an account-based ticket product from the Club, or, the online account established in connection with the Licencee’s purchase of a Full Season Parking Package, and in either case as identified on a Parking Confirmation;

(b) a “Commercial Reseller” means any person (i) who is engaged in the business of making available for sale parking passes, tickets or access rights that were originally made available for sale by a Primary Seller, and/or (ii) who purchases Parking Passes hereunder with the intention of selling a substantial portion of the Parking Passes to one or more third parties for a price greater than the price that was paid for those Parking Passes;

(c) a “Full Season Parking Package” is a parking package pursuant to which the Licencee is granted the right to use a specific Parking Space in the Lot in connection with each of the 81 Regular Season Home Games in the same regular season;

(d) the “Licencee” is the adult individual or legal business entity to whom the Account is registered and the Account may only be registered in the name of one adult individual or one legal business entity, identified as the Licencee in the Club’s Account database;

(e) the “Lot” means the private underground parking lot located beneath the Stadium;

(f) a “Parking Confirmation” means the order confirmation form, invoice, post-sale confirmation email or any other documentation or communication issues to the Licencee by or on behalf of the Club or RSLP in connection with a Full Season Parking Package;

(g) a “Parking Space” means a parking space located within the Lot;

(h) a “Primary Seller” means a person who is engaged in the business of making parking passes, tickets or access rights available for sale, and includes the owner or operator of the lot or space to which a parking pass grants access and parking privileges and any agent of that person. For the purposes of this agreement, RSLP shall be deemed to constitute a “Primary Seller”;

(i) a “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); and

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

2. By accepting the Licence, the Licencee 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 use of any Parking Spaces or Parking Passes not specified on a Parking Confirmation. Any opportunity granted by the Club or RSLP to renew the Licence, use any Parking Space or purchase parking passes to any game or event not specified on a Parking Confirmation is a privilege revocable, at any time, in the sole discretion of the Club and RSLP.

3. By accepting the Licence, the Licencee acknowledges and agrees to the following:

(a) the number and locations of Parking Spaces available for use in connection with Full Season Parking Packages in any given regular season are limited and determined by the Club and RSLP in their sole discretion;

(b) the Club and RSLP may impose a limit on the number of Full Season Parking Packages available for purchase by any customer or Account-holder in any given regular season and to cancel any purchase or attempted purchase in excess of the limit. As of the date hereof, there is a limit of one (1) Full Season Parking Package per Account in any given regular season;

(c) the purchase by the Licencee of a Full Season Parking Package will be at the prices set by the Club and RSLP;

(d) the specific Parking Space that the Licencee is entitled to use pursuant to a Full Season Parking Package will be determined by the Club and RSLP in their sole discretion (and is subject to change in the discretion of the Club and RSLP);

(e) the Licencee is for Regular Season Home Games only and the Licencee is not entitled to use of any Parking Space in connection with any Toronto Blue Jays pre-season or post-season games, nor any other events at the Stadium;

(f) the use of a Parking Space by the Licencee and/or any person to whom the Licencee transfers one or more Parking Passes is subject to the Licencee, as well as to the terms and conditions printed on the Parking Pass(es) (or, in the case of mobile or other digital format Parking Passes otherwise communicated or linked to such Parking Passes), and the Standards (defined below); and

(g) the use of the Parking Space on Regular Season Home Game dates is time-limited. In the event that the Licencee’s vehicle or the vehicle of any person using any of the Parking Passes does not vacate the Parking Space and the Lot prior to the expiry of the applicable period (as stated on the Parking Pass), the Club and/or RSLP shall be entitled to remove the vehicle and the Licencee will be solely responsible for any and all associated expenses, including without limitation reimbursement to the Club and RSLP of any towing fees and lost profits due to their inability to utilize the Parking Space.

4. All sales are final. The Licencee agrees to pay all amounts specified on a Parking 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 Licencee’s payment obligations will survive the expiration or early termination of this Licence.

5. Licencee represents and warrants that it (a) is not a Commercial Reseller, and (b) will not engage in, authorize or permit any activities involving any Parking Passes, any Full Season Parking Package or any other package of Parking Passes purchased by the Licencee to which this Licence applies that (i) constitute business or commercial activities, or (ii) are, in the sole determination of the Club and RSLP, 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 and RSLP’s sole right to determine activities in violation of paragraph 5(b)(ii), the Licencee will be deemed to have violated that paragraph where more than fifty percent (50%) of the Parking Passes purchased as part of any Full Season Parking Package are offered for sale or sold at a price greater than the price first paid for such Parking Pass(es).

6. Any resale of any Parking Pass(es) in violation of any federal, state, provincial or local law, ordinance, rule or regulation violates the Licence. No Parking Pass(es) 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 RSLP and any such use without the Club’s and RSLP’s prior written consent violates the Licence. Any fraudulent, deceptive or improper activity by or on behalf of the Licencee, as determined by the Club and RSLP in their sole discretion, violates the Licence. By way of illustration and not limitation, any act taken for the purpose of circumventing a limit on the number of Full Season Parking Packages available for purchase by the Licencee is considered deceptive and improper activity.

7. (a) The Account may only be registered in the name of one adult individual or one legal business entity, identified as the Licencee in the Club’s Account database. In the event that the 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
The Club and RSLP shall have the right, but not the obligation, to implement Account functionality facilitating the Licensee’s ability to electronically transfer specific Parking Passes purchased by the Licensee hereunder to one (1) or more persons identified as “ticket partners.” Licensee agrees that the Club and RSLP 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 Parking Passes effected by it, whether through the use of functionality provided by the Club or RSLP or another method, the Licensee shall remain responsible to ensure compliance with this Licence and any actions or other products purchased by the Licensee and without affecting the Licensee’s Payment Obligations in Respect of such Parking Pass(es) and other Products. Where the Club or RSLP terminates the Licence, revokes or cancels any Parking Passes, or takes any 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 and RSLP (as liquidated damages and not as a penalty) irrespective of the reason for such termination, revocation or cancellation. Where applicable, the Club and RSLP shall have the right, but not the obligation, to make reasonable estimates of the damages suffered by the Club and RSLP as a result of the Licencee’s violation of the Licence. The Club and RSLP reserve the right to investigate suspected violations of the Licence and/or the Conditions. The failure of the Licencee or any person in possession of the Parking Pass(es) 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 by the Club and RSLP in the event of a violation of the Licence, including, without limitation, any costs incurred or suffered by any of the Released Entities in connection with any actions taken by one or more Released Entities in connection with a violation of the Licence (e.g., seizing Parking Passes, cancelling the Account, etc.), including any liability arising with respect to any person in possession of any Parking Pass(es) issued to the Licensee, and the Licencee 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 Parking Pass(es) issued to the Licensee. This Section will survive the expiration or early termination of this Licence.

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 PARKING PASSES, INCLUDING, BUT NOT LIMITED TO, THE LICENSEE’S ATTENDANCE AT ANY REGULAR SEASON HOME GAME, SHALL BE BOUND BY 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 HEREUNDER WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES. NEITHER THE LICENSEE NOR THE CLUB SHALL BE ENTITLED TO JOIN OR CONSOLIDATE ANY 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 LICENSE.

SECURITY POLICY AND STADIUM STANDARDS OF CONDUCT. By seeking entry to the Stadium (including the Lot), the Licensee consents to security searches and allows the Club and/or RSLP to inspect his or her person and that of any person accompanying the Licensee in the same vehicle (including by way of manual pat-down and/or metal detector), the Licensee’s vehicle, and any bags, clothing, or other 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 (including the Licensee’s vehicle). No alcohol, illegal drugs, or other illicit or substance-related or illegal weapons, bottles, cans, weapons, large bags, knapsacks, hard-sided coolers, or briefcases will be permitted into the Stadium (including the Lot). 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 obstructive or might otherwise interfere with the reasonable enjoyment of others, and shall ensure that any person using any of the Licensee’s Parking Passes complies with the foregoing. Further, the Club and RSLP reserve the right, without refund of any portion of the purchase price of any of the Parking Passes, to revoke the License, cancel any or all of the Parking Passes and refuse admission or eject any person from the Stadium (including the Lot) (a) who appears to be or is intoxicated, (b) whose conduct is deemed by either of the Club or RSLP to be improper, disorderly or unbecoming; or (c) who uses vulgar or abusive language. The Club and RSLP reserve the right to change this security policy and/or the Standards upon notice to the Licensee.

Each Parking Pass covered by the Licensee represents a separate non-revocable, revocable licence which only permits the bearer the right to: (a) enter the Lot at times determined by the Club and RSLP and (b) park his or her vehicle in the Parking Space selected by the Club and RSLP (which may be identified by the Parking Pass). None of the Club, RSLP or the MLB Entities is responsible for lost, stolen or duplicated Parking Passes. Each Parking Pass is good only for the particular time period on the particular date identified by the Parking Pass and no part of the purchase price will be refunded or credited by reason of the failure of the Licensee or any other person to use it during such time period.

RESCHEDULED GAME POLICY. The Parking Pass(es) issued to the Licensee hereunder are not subject to any refund and will bear no cash value. In the event that the Licensee is issued a Parking Pass in connection with a Regular Season Home Game that 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, the Club may, at the sole discretion of the Club, refuse to provide any Parking Pass or other services to the Licensee. The Club shall be entitled to charge the purchase price of the Parking Pass (the “Rescheduled Game”) should be returned by the bearer of the Parking Pass. Parking Passes for Cancelled Game dates may not be exchanged for Parking Passes for any other Regular Season Home Game dates. No part of the purchase price of any Parking Pass will be refunded or credited by reason of the failure of the Licensee or any other person to use such Parking Pass on the date of the Rescheduled Game. For more information, call the Club’s ticket office at (416) 341-1234.
14. The Club and RSLP 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 and RSLP within 30 days of the Licensee’s receipt of the notice of change of such Condition. The Conditions cannot be changed by the Licensee.

15. 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 Parking Pass(es) 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 offers related to the Stadium or the Toronto Blue Jays, please visit [http://www.bluejays.com/](http://www.bluejays.com/) or call (416) 341-1234. This Section will survive the expiration or early termination of this Licence.

16. Unless earlier terminated by the Club or RSLP in accordance with its terms, the Licence will expire on the day following the final Regular Season Home Game of the Major League Baseball regular season to which it relates.

Latest Update: July 12, 2019